City of Highland Park

City Council Meeting
City Hall
1707 St Johns Avenue,
Highland Park, Il 60035
February 23, 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 February 9, 2026

V. Approval of Warrant List

A. Warrant List and Wire Transfers from January 31, 2026 to February 12, 2026.

VI. Report of Mayor

A. Other Business

- Recognition of the GFOA Certificate of Achievement for Excellence in Financial Reporting for the City's 2024 Annual Comprehensive Financial

Report

VII. Business from the Council

A. Councilmember Reports: Cultural Arts Advisory Group, Councilmember Ross; and Housing Commission Report, Councilmember Tapia.

VIII. Business from City Staff

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

X. Omnibus

Finance

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

1. A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving the Purchase of Adobe Software from CDW Government LLC of Vernon Hills, Illinois

2. A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving the Purchase of Internet Services from Comcast Business Communications, LLC of Philadelphia, Pennsylvania

Public Works

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

3. A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving an Agreement with Infrastructure Management Systems, of Largo, Florida, for Pavement Analysis Services

4. A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving an Agreement with Ferguson Waterworks, of Chicago, Illinois, for Neptune 360 Software Services

Community Development

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

5. An Ordinance Amending Chapters 93, 170, and 174 of "The Highland Park Code of 1968," as Amended, Regarding the City's Building Regulations

Public Safety

(Questions concerning these items can be directed to 847-926-1084)

6. A Resolution Approving the Purchase of Three Police Vehicles from Highland Park Ford Lincoln Superstore of Highland Park, Illinois

7. A Resolution Approving an Intergovernmental Agreement with the Board of Education of North Shore School District No. 112 for School Resource Officer Services

XI. Items Removed From Omnibus Vote Consideration

XII. Other Business

A. A Resolution Approving a Plat of Subdivision (734 Central Avenue)

B. An Ordinance Granting a Special Use Permit for a Planned Development (734 Central Avenue)

C. A Resolution Approving a Development Agreement (734 Central Avenue)

XIII. Closed Session

XIV. Adjournment

Staff Report

Meeting Date: February 23, 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 February 9, 2026

Recommendation:
For the City Council's approval are the minutes of the Regular Meeting of the City Council held on February 9, 2026.

Attachments:
1. MIN CC 2-9-2026

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

MEETING DATE: February 9, 2026

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

I. Call to Order

At 7:31 PM, Mayor Rotering called the meeting to order and asked for a roll call:

II. Roll Call

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

Absent: Councilmembers Ross, 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, Commander Curran, Communications Manager Bennett, Assistant to the City Manager Palbitska, Business Development Manager Elder

Also Present: Corporation Counsel Elrod, Assistant Corporation Counsel Martinez, The Habitat Company (Zack Zalar, Thomas Black)

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

Councilmember Lidawer moved to approve the Minutes of the Regular Meeting of the City Council Held on January 26, 2026. Councilmember Center seconded the motion. Upon a voice vote, the Mayor declared the motion Passed (5 - 0).

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

V. Approval of Warrant List

A. Warrant List and Wire Transfers from January 16, 2026 to January 30, 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 (5 - 0).

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

VI. Report of Mayor

A. *Appointments*

Appointment to Fill a Vacancy on the Library Board of Trustees
Mayor Rotering noted that Stephen Schutt is being recommended to the Library Board of Trustees and sought consensus from the Council.

The Council was in consensus regarding the appointment.

B. *Proclamations*

In Recognition of Black History Month 2026, "Celebrating 100 Years: Black History, Black Presence, and Black Futures"
Mayor Rotering proclaimed February as Black History Month. She noted that Black History Month is an opportunity to celebrate the history, culture, and achievements of Black Americans, and amplify Black voices.

Human Relations Advisory Group Vice Chair David Buzard accepted the proclamation and provided comments.

Councilmember Lidawer voiced her appreciation for the investment the Human Relations Group has taken on this topic and similar topics.

In Special Recognition of 211 Day on February 11, 2026
Mayor Rotering proclaimed February 11th as 2-1-1 Day. She noted 2-1-1 Day is an opportunity to celebrate the impact of United Way of Lake County's 211 Lake County program. 211 provides a 24/7, multilingual connection to essential services throughout Lake County, whether that's mental health and counseling services, emergency financial assistance, help navigating healthcare resources and more.

Yeshwant Sanzgiri, 211 Advisory Council Chair and Board of Directors' Member accepted the proclamation and provided comments.

C. *Other Business*

State of the City
Mayor Rotering reported on the State of the City.

VII. Business from the Council

There was none.

VIII. Business from City Staff

City Manager Neukirch highlighted items on the omnibus vote agenda.

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

Assistant to the City Manager Palbitska provided comments as it relates to Business from the Public.

There were none.

X. Omnibus

Councilmember Lidawer and City Manager Neukirch discussed items 6 and 7.

Councilmember Tapia moved to approve items 1-10 by omnibus vote consideration. Councilmember Lidawer seconded the motion. Upon a roll call vote, the Mayor declared the motion Passed (5 - 0).

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

Administration

1. Adoption of a Resolution (R15-2026) by omnibus vote consideration titled, "A Resolution to Approve a Market License Agreement with Bensidoun USA, Inc. for Food Truck Thursdays for a three-year term (2026-2028)".

2. Adoption of a Resolution (R16-2026) by omnibus vote consideration titled, "A Resolution Approving the Sales Tax Rebate Agreement for WKN Automotive Inc. d/b/a McGrath Kia (250 Skokie Valley Road)".

3. Adoption of an Ordinance (O7-2026) by omnibus vote consideration titled, “An Ordinance Amending Section 93.306 of "The Highland Park Code of 1968," as Amended Regarding Outdoor Dining Within City Rights-of-Way”.

4. Adoption of a Resolution (R17-2026) by omnibus vote consideration titled, “A Resolution Approving an Agreement with Thornton Tomasetti, Inc., of New York, New York, for Illinois Energy Stretch Code Engineering Services”.

Finance

5. Adoption of an Ordinance (O8-2026) by omnibus vote consideration 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”.

Public Works

6. Adoption of a Resolution (R18-2026) by omnibus vote consideration titled, “A Resolution Approving Award of the 2026 Unit Price Flower Planting Contract with Guy Scopelliti Landscape Co., Inc., Highland Park, Illinois”.

7. Adoption of a Resolution (R19-2026) by omnibus vote consideration titled, “A Resolution Approving Award of the 2026 Holiday Lighting Program Contract to Moreno Landscape & Hardscape LLC., of Highland Park, Illinois”.

8. Adoption of a Resolution (R20-2026) by omnibus vote consideration titled, “A Resolution Approving Award of the 2026 Unit Price Tree Purchasing Program Contracts to Multiple Vendors”.
9. Adoption of a Resolution (R21-2026) by omnibus vote consideration titled, “A Resolution Approving a Bill of Sale with McNaughton Development, LLC for Acceptance of Public Improvements”.

Community Development

10. Adoption of an Ordinance (O9-2026) by omnibus vote consideration titled, “An Ordinance Designating the Property at 3135 Priscilla Avenue a Local Landmark”.

XI. Other Business (all items adopted by omnibus vote consideration)

A. Adoption of an Ordinance (O10-2026) by omnibus vote consideration titled, “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. Adoption of a Resolution (R22-2026) by omnibus vote consideration titled, “A Resolution Approving a Final Plat of Re-Subdivision (1660 and 1700 Old Deerfield Road)”.

C. Adoption of an Ordinance, as amended (O11-2026) by omnibus vote consideration titled, "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. Adoption of a Resolution, as amended (R23-2026) by omnibus vote consideration titled, "A Resolution Approving a Development Agreement (1660 and 1700 Old Deerfield Road)".

E. Adoption of an Ordinance (O12-2026) by omnibus vote consideration titled, "An Ordinance Approving a Plat of Dedication for City-owned Property as Public Right-of-Way (1677 Old Deerfield Road)".

Mayor Rotering introduced items A-E for discussion.

Community Development Director Fontane presented information regarding the changes that have been made since the discussion and approval of the preliminary proposal for 1660 & 1700 Old Deerfield Road.

Councilmember Lidawer shared comments and questions prepared from Councilmember Ross who was unable to attend the Council meeting this evening.

The Council, Corporation Counsel, The Habitat Company and staff discussed:

- Traffic management plan and timing of the review of traffic impacts to the area
- Concerns regarding the area around the railroad
- The NFR letter will be pursued using best practices and will be issued at the appropriate time during the development
- Stormwater Management Commission review of the property
- Required reports have not been received at this time but the components of the reports have been discussed
- Previous request for an emergency access easement
- Parking space use for both the Police Department, businesses and the public
- Importance of maintaining protection around the heritage trees that are on the property
- Request to increase the landscaped strip between Bluegrass and the parking lot for the development
- Consideration of rezoning the entire property to R7 instead of mixed zoning and how that consideration was rejected by a majority of the Council at the previous meeting
- The recourse and penalties that would occur if the development agreement was not complied with

Sandy Lurie, Highland Park resident, voiced concerns about the new crosswalk that was proposed by Habitat. She believed it to be dangerous, a bad idea and not truly a public benefit. She noted that she believed the Council and Habitat are not listening to the neighbors.

Jim Lederer, owner of Bluegrass, noted the importance of having the right fixtures in

place. He stated that due to the fact that there is no architect on the Plan and Design Commission ("PDC"), the project is not the best and could have been better; the future needs to be set properly for the next generation. He stated that it would be a good project, but it could have been better.

Rick Ballnic, Highland Park resident, voiced concerns about the proposed crosswalk. He explained that he rides his bike south on Ridge Road and when he rides back, he notices that cars go really fast in that area. He noted that south of the proposed crosswalk, there is a curve and there would not be enough time for drivers to realize that they are approaching a crosswalk.

Lindsay Lurie, Highland Park resident, voiced concerns about the crosswalk. She believed that thoughtful planning needs to come first. She recommended having the crosswalk moved in order to provide safety. She noted that a sidewalk on the east side of Ridge Road would provide a clearer public benefit without introducing risk. She stated that thoughtful choices now will prevent regret later.

The Mayor, Mr. Zalar and Highland Park residents discussed where a proposed sidewalk could be placed instead of the proposed crosswalk. They discussed how the crosswalk was requested through testimony during the PDC meeting and by the Park District.

Mr. Zalar noted that as part of the traffic study that was required, the crosswalk would be reviewed. He supported not moving forward with the crosswalk.He stated that if it was not part of the package at tonight's meeting, then it could be reviewed at a later date during construction of the development.

The Council, Corporation Counsel Elrod, Habitat and staff discussed not approving the crosswalk as part of the package tonight and how it can be addressed during the traffic study. They determined that it can be reviewed once the property is at 90% capacity, as well as when there are other activities taking place on the property during development.

Laurie, a Highland Park resident discussed the easement and the possibility for a road to be built on the easement when the development is sold to another entity. She stated that the Council's preliminary vote was to include and requested that it not be included in the final approval tonight.

City Manager Neukirch explained that it is not a road but an easement. She noted that the Police Department and Fire Department evaluated the use of the easement for emergency services and both departments noted that it would not be necessary at this time. She explained that any consideration for a change would be evaluated by staff and then a recommendation presented to the City Council for formal approval if an emergency access road was constructed on the easement. She compared it to the emergency access road at Edgewood Middle School where an emergency access road exists on the north side of the property adjacent to a residential area.

Julie Yureff, Highland Park resident, voiced appreciation for the development and what is going to be coming to the community. She noted that public sentiment has been diverse and appreciates the input from the community. She stated that she

would be against a sidewalk along Ridge, leading up to Grove; it would not be necessary to come from the development and go onto Devonshire. She noted that it could be a safety hazard and may cause more traffic around her house.

Anne Flannigan Bassi, Highland Park resident, voiced her appreciation for the development, thoughtful conversations by the community and the Council and all of the input that has been provided. She opined on how land uses issues are challenging; the Council and staff have done a lot of heavy lifting.

Janet Swartz, Highland Park resident, voiced her appreciation and how impressed she has been with the PDC and the Council as it relates to the detail that has been taken with this project. She noted how there has been an uncommon amount of care and attention taken for this type of development and she is impressed. She explained that she is grateful for the downgrade in density but it did take a lot of thought and consideration. She opined on the number of meetings this has taken, things get heated, but it has all been worth it. She noted that there is a trend going on in Lake County, especially in Highland Park, where older individuals are staying in place; there needs to be a place for everyone to be able to be in this community. She noted that there is shortage of workforce housing and that is not easy for Highland Park to manage because it is mostly built out. She explained that the Solo-Cup property is one of the last, largest parcels in the City and she is glad that room is being made for those that make Highland Park a great place to live.

Tom Decker, Highland Park resident, expressed how grateful he is for the opportunity to speak and be a part of the conversation. He voiced his appreciation for the hard work that has been done to complete this project into something that is not a truck depot. He believes it will be good for the community and that he doesn't want one more thing, like the crosswalk, to be the thing that does not get the project approved.

William Dixon, Highland Park resident, stated that there will be a lot more traffic on Ridge Road and there will be a tot lot that will have a lot more kids present in the area. He noted that the crosswalk is proposed to be right on the curve and when drivers from the south come north, there is a wooded area where people potentially may pop out of that could cause issues. He believes that a sign will not be helpful and requested that the crosswalk be considered at a later time.

Councilmember Tapia noted that he had three issues of concern at the beginning of the conversation, but two have already been addressed in a meaningful way through discussion and planning. He voiced his concerns about the setback on the north side of the property and the impact on Bluegrass. He requested that the owner's concerns should continue to be considered as he is a successful business person and his business is an anchor in the area.

Mr. Zalar explained that the easement holder of the 28 parking spaces in the lot next to Bluegrass has easement rights and those rights need to be maintained. He noted that Bluegrass will have an additional 14 spaces available to his business after 5PM, Monday through Friday and all day on weekends He discussed how there is no irrigation in place as of right now, but it will be put in later and the developers will continue to protect the landscaping in the area.

Councilmember Bruckman stated that perfect is the enemy of good but this project is good for the community. She thanked PDC and staff for their hard work and dedication to the project. She stated that she has heard from the neighbors and understands their concerns regarding the safety of the crosswalk and intersections, but this will all be addressed through the traffic study. She voiced her appreciation for improving bike safety and the creation of an ADA-compliant path that was vetted by the City's Forester to ensure no harm will be brought to the landscape and trees. She reiterated that there have been letters of support and concern and the City has responded to enforceable conditions through the development agreement. She stated that she would be voting in favor of the project.

Councilmember Center noted that he has heard the concerns from Bluegrass and requested more review be completed to see if there is anything better than can be provided than what is there. He echoed Councilmember Bruckman's comments and voiced his appreciation for all the work. He stated that he is excited about this project, and it is fantastic on so many levels.

Councilmember Lidawer voiced her appreciation for everyone's efforts on this project. She noted that she is in support of the project and that it will bring much needed housing and affordable units for the community. She explained that the development has received a number of significant variances and noted that a better public benefit could be provided based on these decisions. She fought for R7 zoning instead of mixed zoning, but due to the timing needed to approve the project, she will be voting in favor but would like to ensure that the zoning be reviewed during the updating of the City's Comprehensive Plan. She requested that the crosswalk and any other similar items be reviewed during the traffic study and not implemented at this time. She discussed the need to reconsider the buffer area between Bluegrass and the parking lot for the development.

Mr. Zalar noted that the easement holder may have an opinion as it relates to the buffer but he agreed that this can be looked into further.

Corporation Counsel Elrod stated that this can be added as a requirement to be met but only if the easement holder allows it; if the easement holder does not agree to it, then the requirement would be voided.

Councilmember Lidawer moved to approve, by omnibus consideration, items A, B, E as written and items C & D as amended with the requirement that: 1) the crosswalk would be determined and reviewed at 90% capacity; and 2) Exhibit G of the Development Agreement would increase the buffer between Bluegrass and the parking lot only if allowed by the owner of the easement but if the owner does not agree, then the area will stay the same. Councilmember Tapia seconded the motion. Upon a roll call vote, the Mayor declared the motion passed unanimously.

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

XII. Adjournment

Councilmember Center 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 9:19 PM

Respectfully Submitted,

Ashley Palbitska
Assistant to the City Manager/Deputy City Clerk

Staff Report

Meeting Date: February 23, 2026

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

Department: Finance Department

Title: Warrant List and Wire Transfers from January 31, 2026 to February 12, 2026.

Recommendation:
Staff recommends approval of the warrant list and wire transfers for January 31, 2026 to February 12, 2026 in the amounts of $2,055,372.52 and $163,923.68 respectively, for total disbursement of $2,219,296.20.

	Dates	Amount
Warrants:		
Warrant List 1 (Detail Attached)	January 31, 2026 -February 05, 2026	$332,795.44
Warrant List 2 (Detail Attached)	February 06, 2026 - February 12, 2026	$512,501.31
Subtotal Warrants (Detail Attached)		**$845,296.75**
SSA19 Tax Receipts to CBD Alliance	February 10, 2026	$13.91
Payroll	Pay Period: January 19, 2026 - February 01, 2026 Check Date: February 06, 2026	**$1,210,061.86**
Total Warrants & Payroll		**$2,055,372.52**
IMRF Retirement Fund	February 9, 2026	$140,485.37
CCMSI Workers Comp Claims	February 2, 2026	$1,465.56
CCMSI Workers Comp Claims	February 9, 2026	$999.43
United Parcel Service	February 5, 2026	$13.75
West Government Services	February 5, 2026	$581.70
MacQueen Equipment Group	February 5, 2026	$319.36
Williams Scotsman	February 5, 2026	$336.00
Univar Solutions USA	February 5, 2026	$4,746.30
J.P. Morgan Chase Commercial Card	February 5, 2026	$14,907.37
J.P. Morgan Chase Visa Costco Card	February 5, 2026	$68.84
Total Wires		**$163,923.68**
Total Submitted for Approval		**$2,219,296.20**

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 31, 2026 to February 12, 2026. PDF

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421144	02/05/26	40175	AETNA TRUCK PARTS	43985	20260246	PARTS	FLEET	$71.54
				43986	20260246	PARTS	FLEET	$393.25
				43987	20260246	PARTS	FLEET	$1,020.00
				43988	20260246	PARTS	FLEET	$1,736.00
							Total	**$3,220.79**
421145	02/05/26	39091	ALYSSA KNOBEL	44073	20260779	CRISIS COMMUNICATIONS CONSULTANT	CMO	$300.00
							Total	**$300.00**
421146	02/05/26	26996	ANDERSON LOCK	44024	20260418	LOCKSMITH	FACIL	$208.00
				44025	20260418	LOCKSMITH	FACIL	$201.70
				44026	20260418	LOCKSMITH	FACIL	$890.69
				44027	20260418	LOCKSMITH	FACIL	$365.02
				44028	20260418	LOCKSMITH	FACIL	$365.02
				44029	20260418	LOCKSMITH	FACIL	$189.00
							Total	**$2,219.43**
421147	02/05/26	45	RENTOKIL NORTH	44037	20260407	PEST CONTROL	FACIL	$395.03
							Total	**$395.03**
421148	02/05/26	38917	ANTARCTIC MECHANICAL	44038	20260459	SUPPLIES	FACIL	$415.00
				44039	20260459	LIFE SAFETY REPAIRS	FACIL	$1,785.00
							Total	**$2,200.00**
421149	02/05/26	40340	ARBOR TERRACE HIGHLAND PARK	44079		R - 2110 REFUND BUSINESS LICENSE	CMO	$45.00
							Total	**$45.00**
421150	02/05/26	31277	ARMANDO SUAREZ	43976	20260251	TOOLS	FLEET	$31.05
				43977	20260716	R - TOOLS PACE MECHANIC	TRNST	$175.90
				44011	20260716	R - TOOLS MECHANIC	TRNST	$495.95
							Total	**$702.90**
421151	02/05/26	39403	ARMS SECURITY	38117	20252115	SECURITY SERVICES RAVINIA FOOD TRUCK THURSDAYS	CMO	$445.50
				38118	20252115	SECURITY SERVICES RAVINIA FOOD TRUCK THURSDAYS	CMO	$445.50
				38119	20252115	SECURITY SERVICES RAVINIA FOOD TRUCK THURSDAYS	CMO	$396.00
							Total	**$1,287.00**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421152	02/05/26	34884	ATLAS COPCO COMPRESSORS	44014	20260421	SUPPLIES	WP	$569.99
							Total	**$569.99**
421153	02/05/26	15184	AVALON PETROLEUM	43974	20260277	DIESEL FUEL	FLEET	$17,435.42
							Total	**$17,435.42**
421154	02/05/26	12480	BERRY TIRE	44115	20260311	TIRES	PD	$1,162.24
							Total	**$1,162.24**
421155	02/05/26	34042	BOB LUTGEN	43967	20260949	R - REIMBURSEMENT	TRNST	$52.00
							Total	**$52.00**
421156	02/05/26	20482	BRANIFF	44131	20260413	WARNING SIREN MAINTENANCE	FACIL	$4,020.00
							Total	**$4,020.00**
421157	02/05/26	29404	CCMSI	44162	20252251	PROPERTY CASUALTY DEDUCTIBLES	FIN	$6,684.55
							Total	**$6,684.55**
421158	02/05/26	35469	CELLEBRITE	44111	20260309	EXTRACTION SOFTWARE	PD	$16,891.00
							Total	**$16,891.00**
421159	02/05/26	39085	CHC WELLNESS	44099	20260447	PORTAL FEE	HLTH	$2,028.00
							Total	**$2,028.00**
421160	02/05/26	23349	CINTAS #22	44015	20260001	UNIFORM RENTAL	WP	$63.94
							Total	**$63.94**
421161	02/05/26	23349		43968	20260237	UNIFORM RENTAL	FLEET	$99.90
				43969	20260195	UNIFORM RENTAL	TRNST	$15.69
				43970	20260400	UNIFORM RENTAL	FACIL	$31.18
				43971	20260417	UNIFORM RENTAL	SEWER	$84.97
				43972	20260365	UNIFORM RENTAL	SEWER	$95.82
				43973	20260366	UNIFORM RENTAL	SEWER	$77.02
				44094	20260158	UNIFORM RENTAL	FD	$13.35
				44095	20260158	UNIFORM RENTAL	FD	$7.65
				44096	20260158	UNIFORM RENTAL	FD	$13.35
				44097	20260158	UNIFORM RENTAL	FD	$7.65
				44124	20252822	UNIFORM RENTAL	FLEET	$114.61
				44125	20252823	UNIFORM RENTAL	STR	$84.75
				44126	20252823	UNIFORM RENTAL	STR	$93.85

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				44127	20252822	UNIFORM RENTAL	FLEET	$123.77
				44128	20250251	UNIFORM RENTAL	TRNST	$15.97
							Total	**$879.53**
421162	02/05/26	22726	COMMERCIAL TIRE	44000	20260275	TIRES	FLEET	$6,673.30
							Total	**$6,673.30**
421163	02/05/26	40186	CONFERENCE TECHNOLOGIES	44108	20260940	TRAINING ROOM MONTIOR	PD	$1,948.90
				44133	20253003	UPGRADE	PD	$18,573.05
							Total	**$20,521.95**
421164	02/05/26	14821	CORE & MAIN	44019	20260848	SUPPLIES	WP	$5,582.66
							Total	**$5,582.66**
421165	02/05/26	233	CRAFTWOOD LUMBER	44042	20260401	SUPPLIES	FACIL	$57.99
				44043	20260401	SUPPLIES	FACIL	$108.98
				44044	20260401	SUPPLIES	FACIL	$6.49
				44045	20260401	SUPPLIES	FACIL	$28.98
				44046	20260401	SUPPLIES	FACIL	$51.98
				44047	20260401	SUPPLIES	FACIL	$199.99
				44048	20260401	SUPPLIES	FACIL	$36.24
				44049	20260401	SUPPLIES	FACIL	$61.18
				44098	20260902	SUPPLIES	FD	$15.55
							Total	**$567.38**
421166	02/05/26	263	DELFS GARAGE	44002	20260211	PARTS	FLEET	$790.00
							Total	**$790.00**
421167	02/05/26	39636	DENUCCIS ITALIAN	41575	20253107	R - DOWNTOWN EVENTS	CMO	$200.00
							Total	**$200.00**
421168	02/05/26	39716	DIANE LARSON	44147	20260897	R - REIMBURSEMENT SUPPLIES	CMO	$45.00
							Total	**$45.00**
421169	02/05/26	39326	DIMONOFF	43963	20260574	RAVINIA LIGHTING	STR	$3,280.00
							Total	**$3,280.00**
421170	02/05/26	38436	DOUGLAS' AUTOMOTIVE	44112	20260965	TOW SERVICE	PD	$225.00
							Total	**$225.00**
421171	02/05/26	1120	EH WACHS	43998	20260244	PARTS	FLEET	$1,919.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$1,919.00**
421172	02/05/26	16005	EL-COR INDUSTRIES	43995	20260219	PARTS	FLEET	$378.00
				43996	20260219	PARTS	FLEET	$198.69
							Total	**$576.69**
421173	02/05/26	34351	EUROFINS EATON ANALYTICAL	44132	20260930	LAB SERVICES	WP	$60.00
							Total	**$60.00**
421174	02/05/26	35434	FBI-LEEDA	44117	20260962	TRAINING	PD	$795.00
							Total	**$795.00**
421175	02/05/26	405	FEDEX	44071	20260428	SHIPPING CHARGES	PLAN	$90.34
				44089	20260909	UB ERP SHIPPING	FIN	$33.12
							Total	**$123.46**
421176	02/05/26	15351	FIRE SERVICE	44152	20260880	SUPPLIES	FD	$322.61
							Total	**$322.61**
421177	02/05/26	23546	GALE CERABONA	44069	20260522	PDC - MINUTE TAKER	PLAN	$265.00
				44070	20260524	MINUTE TAKER - ZBA	PLAN	$265.00
							Total	**$530.00**
421178	02/05/26	40019	GENUINE PARTS	43975	20260261	R - PARTS SUPPLIES	TRNST	$180.04
				43980	20260675	PARTS	FLEET	$363.83
				43981	20260675	PARTS	FLEET	$31.62
				43982	20260675	PARTS	FLEET	($29.72)
				43983	20260675	PARTS	FLEET	$25.41
				43984	20260675	PARTS	FLEET	$21.10
				44008	20260261	R - PARTS SUPPLIES	TRNST	$29.72
				44009	20260261	R - PARTS SUPPLIES	TRNST	$31.65
				44153	20260477	SUPPLIES	FD	$6.99
				44154	20260477	SUPPLIES	FD	$33.72
							Total	**$694.36**
421179	02/05/26	39877	GOLFGREEN MOTOR	43999	20260838	PARTS	FLEET	$225.25
							Total	**$225.25**
421180	02/05/26	30660	GOVERNMENTJOBS	44163		FY2025 SSO SUBSCRIPTION	FIN	$1,238.06
							Total	**$1,238.06**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421181	02/05/26	22533	GRAINGER	44032	20260393	SUPPLIES	FACIL	$760.80
				44143	20260147	SUPPLIES	WP	$26.16
							Total	**$786.96**
421182	02/05/26	39981	HAL EMALFARB	44081		R - AR - 1135 - 28187 REFUND RETIREMENT	FIN	$10.22
							Total	**$10.22**
421183	02/05/26	39981		44082		R - AR - 1135 - 28327 REFUND RETIREMENT	FIN	$10.22
							Total	**$10.22**
421184	02/05/26	463	HIGHLAND PARK CHAMBER	44074	20260945	CHAMBER COMMERCE MEETING	CMO	$15.00
							Total	**$15.00**
421185	02/05/26	474	HIGHLAND PARK ELECTRIC	43966	20260788	LIGHTING MAINTENANCE	STR	$2,000.00
				44077	20260912	1181 BEECH LANE	ENG	$375.00
							Total	**$2,375.00**
421186	02/05/26	1326	HIGHLAND PARK FORD	43978	20260248	PARTS	FLEET	$134.20
				44106	20260357	VEHICLE PARTS	PD	$174.57
				44107	20260357	VEHICLE PARTS	PD	$109.38
							Total	**$418.15**
421187	02/05/26	36326	IC SIGNS GRAPHICS	44072	20260424	COMMISSIONER NAMEPLATES	PLAN	$100.00
							Total	**$100.00**
421188	02/05/26	18478	IDLEWOOD ELECTRIC	44040	20260408	SUPPLIES	FACIL	$89.70
							Total	**$89.70**
421189	02/05/26	13192	IL OFFICE STATE FIRE MARSHAL	44134		FY2025 STATE INSPECTION FEE	FIN	$350.00
							Total	**$350.00**
421190	02/05/26	447	ILLINOIS CHIEFS PD	44105	20260914	ILACP CONFERENCE	PD	$1,316.00
							Total	**$1,316.00**
421191	02/05/26	483	ILLINOIS FIRE INSPECTORS	44067	20260714	IFIA MEMBERSHIP DUES	BLDG	$100.00
							Total	**$100.00**
421192	02/05/26	8355	ILLINOIS TACTICAL OFFICERS	44118	20260974	COURSE TRAINING	PD	$570.00
							Total	**$570.00**
421193	02/05/26	6931	INTL CHIEFS POLICE	44119	20260019	MEMBERSHIP DUES	PD	$220.00
				44120	20260019	MEMBERSHIP DUES	PD	$220.00
				44121	20260019	MEMBERSHIP DUES	PD	$220.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$660.00**
421194	02/05/26	1430	IRELAND HEATING	44021	20260577	HVAC REPAIRS	FACIL	$150.00
				44022	20260577	HVAC REPAIRS	FACIL	$225.00
							Total	**$375.00**
421195	02/05/26	31870	J.G. UNIFORMS	44114	20260140	ADMIN UNIFORMS	PD	$162.00
							Total	**$162.00**
421196	02/05/26	39692	JUAN MARBAN	44113	20260961	R - REIMBURSEMENT TEST	PD	$175.00
							Total	**$175.00**
421197	02/05/26	39023	JUSTIFACTS CREDENTIAL VERIFICATION	44104	20260967	ANNUAL BACKGROUND CHECKS	HLTH	$1,026.24
							Total	**$1,026.24**
421198	02/05/26	33275	JX ENTERPRISES	44010	20260199	R - PARTS SUPPLIES	TRNST	$16.50
							Total	**$16.50**
421199	02/05/26	36190	KNOWBE4	44078	20260952	TRAINING	CS	$8,166.00
							Total	**$8,166.00**
421200	02/05/26	39145	KRIS FANKE JR	44006	20260861	TOOL ALLOWANCE	FLEET	$900.00
				44007	20260171	TOOL ALLOWANCE	FLEET	$50.00
							Total	**$950.00**
421201	02/05/26	5721	LAKE COUNTY JUVENILE OFFICERS	44110	20260863	LCJOA CONFERENCE	PD	$260.00
							Total	**$260.00**
421202	02/05/26	1908	LAWSON PRODUCTS	43991	20260319	SUPPLIES	FLEET	$2,069.58
				43992	20260319	SUPPLIES	FLEET	$31.88
				43993	20260319	SUPPLIES	FLEET	$49.16
							Total	**$2,150.62**
421203	02/05/26	38916	ACER TREE SERVICE	43955	20260468	TREE MAINTENANCE	FORST	$2,690.25
				44080	20260468	TREE MAINTENANCE	FORST	$541.08
				44145	20260468	TREE MAINTENANCE	FORST	$2,840.67
							Total	**$6,072.00**
421204	02/05/26	39858	LINDE GAS EQUIPMENT	43990	20260250	SUPPLIES GASES	FLEET	$239.95
							Total	**$239.95**
421205	02/05/26	34799	LUCAS LANDSCAPING	44066	20260466	TREE REMOVAL	FORST	$2,659.64

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$2,659.64**
421206	02/05/26	2161	LUND INDUSTRIES	44116	20260346	EMERGENCY LIGHTING	PD	$281.72
							Total	**$281.72**
421207	02/05/26	40335	M&N TOWING	44109	20260917	TOW POLICE VEHICLE	PD	$275.00
							Total	**$275.00**
421208	02/05/26	39983	MARY HAYES	44087		R - AR - 1167 - 28189 REFUND RETIREMENT	FIN	$5.55
							Total	**$5.55**
421209	02/05/26	39983		44088		R - AR - 1167 - 28329 REFUND RETIREMENT	FIN	$5.55
							Total	**$5.55**
421210	02/05/26	13379	MENARDS	44023	20260493	SUPPLIES	FACIL	$316.00
							Total	**$316.00**
421211	02/05/26	697	MENONI MOCOGNI	44065	20260370	SUPPLIES	SEWER	$66.15
							Total	**$66.15**
421212	02/05/26	17623	MUNICIPAL GIS PARTNERS	44062	20260469	GIS SERVICES PROGRAM STAFFING	PW	$18,703.30
							Total	**$18,703.30**
421213	02/05/26	17838	MID AMERICAN WATER WAUCONDA	44083	20260820	SUPPLIES	WTRDS	$4,682.20
							Total	**$4,682.20**
421215	02/05/26	749	MUTUAL ACE HARDWARE	43962	20260115	SUPPLIES	WTRDS	$53.95
				43964	20260041	SUPPLIES	WP	$30.57
				43965	20260373	SUPPLIES	SEWER	$120.57
				43997	20260184	PARTS	FLEET	$48.53
				44050	20260409	SUPPLIES	FACIL	$13.66
				44051	20260409	SUPPLIES	FACIL	$37.49
				44052	20260409	SUPPLIES	FACIL	$11.69
				44053	20260409	SUPPLIES	FACIL	$2.51
				44054	20260409	SUPPLIES	FACIL	$17.09
				44055	20260409	SUPPLIES	FACIL	$39.92
				44056	20260409	SUPPLIES	FACIL	$27.87
				44057	20260409	SUPPLIES	FACIL	$27.87
				44086	20260115	SUPPLIES	WTRDS	$498.00
							Total	**$929.72**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421216	02/05/26	19094	NANCY ROTERING	44075	20260960	R - MAYOR AIRPORT TRANSFER	CMO	$27.66
							Total	**$27.66**
421217	02/05/26	39121	NICHOLAS OBRZUT	44158	20260887	R - TUITION REIMBURSMENT	HLTH	$1,413.09
							Total	**$1,413.09**
421218	02/05/26	38930	PACE ANALYTICAL	44101	20260847	PROFESSIONAL SERVICES	WP	$778.50
				44102	20260847	PROFESSIONAL SERVICES	WP	$45.00
							Total	**$823.50**
421219	02/05/26	39982	PATRICIA GINNELLY	44084		R - AR - 1167 - 28188 REFUND RETIREMENT	FIN	$5.55
							Total	**$5.55**
421220	02/05/26	39982		44085		R - AR - 1167 - 28328 REFUND RETIREMENT	FIN	$5.55
							Total	**$5.55**
421221	02/05/26	35596	PAWEL GENEJA	44129		FY2025 R - MEAL REIMBURSEMENT	FIN	$50.00
							Total	**$50.00**
421222	02/05/26	8164	PIERO'S PIZZA	43989	20260483	SNOW CREW MEAL	STR	$107.69
				44063	20260483	SNOW CREW MEAL	STR	$202.76
							Total	**$310.45**
421223	02/05/26	39016	PITNEY BOWES	44030	20260609	POSTAGE MACHINES LEASE	FACIL	$592.62
				44031	20260609	POSTAGE MACHINES LEASE	FACIL	$310.20
							Total	**$902.82**
421224	02/05/26	9102	POMP'S TIRE	44001	20260240	TIRES	FLEET	$1,928.16
							Total	**$1,928.16**
421225	02/05/26	28765	PREMIER DOOR	44041	20260575	DOOR REPAIRS	FACIL	$175.00
							Total	**$175.00**
421226	02/05/26	4959	RED WING SHOE STORE	44093	20260970	SUPPLIES SHOES	BLDG	$160.00
							Total	**$160.00**
421227	02/05/26	39649	RICHARD ZIC	44061		REFUND - EXTR-2024-00705	BLDG	$500.00
							Total	**$500.00**
421228	02/05/26	34396	RIPPLE PUBLIC RELATIONS	44146	20260998	EVENTS RETAINER	CMO	$8,409.09
							Total	**$8,409.09**
421229	02/05/26	37468	RLB HYDRAULIC	43994	20260256	REPAIRS	FLEET	$1,157.15
							Total	**$1,157.15**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421230	02/05/26	25207	RUSH TRUCK CENTER	44004	20260274	PARTS	FLEET	$513.64
				44005	20260274	PARTS	FLEET	$22.90
							Total	**$536.54**
421231	02/05/26	11611	SDS HOLDINGS	44064	20260419	UNIFORM SUPPLIES	STR	$63.79
							Total	**$63.79**
421232	02/05/26	12533	SHERWIN WILLIAMS	44036	20260394	SUPPLIES	FACIL	$41.15
							Total	**$41.15**
421233	02/05/26	30672	SNOW SYSTEMS	43956	20260268	PARKING LOT SNOW REMOVAL	FACIL	$5,928.00
				43957	20260264	HAND SHOVELING	STR	$33,600.00
				43958	20260264	HAND SHOVELING	STR	$19,650.00
				43959	20260264	HAND SHOVELING	STR	$5,100.00
				43960	20260268	PARKING LOT SNOW REMOVAL	FACIL	$5,928.00
				43961	20260264	HAND SHOVELING	STR	$22,400.00
							Total	**$92,606.00**
421234	02/05/26	33196	SOUTHERN COMPUTER WAREHOUSE	44092	20260712	SUPPLIES	CS	$1,686.99
							Total	**$1,686.99**
421235	02/05/26	40206	STALWART DEVELOPMENT	40840		REFUND - PLMB-2025-01250	BLDG	$2,500.00
							Total	**$2,500.00**
421236	02/05/26	40206		41014		REFUND - PLMB-2025-01251	BLDG	$2,500.00
							Total	**$2,500.00**
421237	02/05/26	26883	STAPLES CREDIT PLAN	44058	20260412	SUPPLIES	FACIL	$176.09
				44059	20260412	SUPPLIES	FACIL	$415.96
				44060	20260412	SUPPLIES	FACIL	$183.68
							Total	**$775.73**
421238	02/05/26	1010	SUNSET FOODS	44140	20253165	RESIDENT ACADEMY REFRESHMENTS	CMO	$31.88
				44141	20253174	RESILIENCY ITEMS	CMO	$19.96
				44142	20253104	VETERANS DAY DISPLAY 2025	CMO	$0.79
				44144	20253171	COUNCIL DINNER SUPPLIES	CMO	$63.00
				44149	20261004	SUPPLIES COOKIES	HLTH	$10.99
							Total	**$126.62**
421239	02/05/26	34888	TKB	44157	20260991	LASERFISCHE RENEWAL	CS	$30,280.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$30,280.00**
421240	02/05/26	22779	TYLER TECHNOLOGIES	44076	20260004	INCODE MUNICIPAL JUSTICE	CLRK	$6,110.79
							Total	**$6,110.79**
421241	02/05/26	31841	USIC LOCATING	44100	20260789	UTILITY LOCATES	WTRDS	$5,876.87
				44139	20260621	UTILITY LOCATES	WTRDS	$948.60
							Total	**$6,825.47**
421242	02/05/26	39435	VISTRA INTERMEDIATE	44016	20260014	ELECTRICITY	WP	$1,304.40
				44135	20260014	ELECTRICITY	WP	$3,335.74
							Total	**$4,640.14**
421243	02/05/26	18921	WJN ENTERPRISES	44003	20260872	CUTTING EDGES	FLEET	$8,946.12
							Total	**$8,946.12**
421244	02/05/26	34483	ZORO TOOLS	44013	20260149	SUPPLIES	WP	$175.49
				44033	20260527	SUPPLIES	FACIL	$116.09
				44034	20260527	SUPPLIES	FACIL	$76.62
				44035	20260527	SUPPLIES	FACIL	$23.25
				44156	20261005	SUPPLIES	FD	$50.70
							Total	**$442.15**
							Total	**$332,795.44**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
664	02/05/26	32860	JPMORGAN MASTERCARD	44090		JANUARY 2026 CREDIT CARD	FIN	$14,907.37
							Total	**$14,907.37**
665	02/05/26	37935	MACQUEEN EQUIPMENT	44155	20260760	SUPPLIES	FD	$319.36
							Total	**$319.36**
666	02/05/26	2527	UNITED PARCEL SERVICE	44137	20260034	SHIPPING FEES	WP	$13.75
							Total	**$13.75**
667	02/05/26	36864	UNIVAR SOLUTIONS USA	44018	20260301	CHEMICAL SUPPLIES	WP	$4,746.30
							Total	**$4,746.30**
668	02/05/26	36932	VISA FLEX CHASE CARD	44091	20260719	SUPPLIES	HLTH	$68.84
							Total	**$68.84**
669	02/05/26	30071	WEST GOVERNMENT SERVICES	44159	20260124	CLEAR INVESTIGATIVE SOFTWARE	PD	$581.70
							Total	**$581.70**
670	02/05/26	38881	WILLIAMS SCOTSMAN	44150	20260948	SUPPLIES STORAGE SCULPTURE	CMO	$168.00
				44151	20260948	SUPPLIES STORAGE SCULPTURE	CMO	$168.00
							Total	**$336.00**
							Total	**$20,973.32**

Bank code : aphpbt

Warrant	Date	Vendor		Invoice	PO #	Description/Account	Amount
296587	2/12/2026	039108	GROUP ONE REALTY	Ref000290262		UB REFUND 1640 SECONRD ST	114.88
						Total :	**114.88**

1 Vouchers for bank code : aphpbt **Bank total :** **114.88**

1 Vouchers in this report **Total vouchers :** **114.88**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421245	02/12/26	6066	ABC PRINTING	44222	20260548	OFFICE SUPPLIES	FIN	$434.27
							Total	**$434.27**
421246	02/12/26	35455	ADVANCED TREE CARE	44207	20260467	TREE PRUNING	FORST	$125,000.00
							Total	**$125,000.00**
421247	02/12/26	33449	ADVOCATE OCCUPATIONAL HEALTH	44247	20261047	PD PRE EMPLOYMENT PHYSICALS ANNUAL	HLTH	$91.87
							Total	**$91.87**
421248	02/12/26	38327	AEP ENERGY	1853114		SRVS @ 632 ROGER WILLIAMS AVE	FIN	$264.16
				1853227		SRVS @ 100 HIAWATHA TRL	FIN	$22.09
				1853330		SRVS @ 0 CENTRAL DEERFIELD	FIN	$869.76
				1901734		SRVS @ 0 OLD MILL SKOKIE	FIN	$38,546.91
							Total	**$39,702.92**
421249	02/12/26	14419	AIR ONE EQUIPMENT	44233	20260851	SUPPLIES TURNOUT BOOTS	FD	$505.00
							Total	**$505.00**
421250	02/12/26	36958	ALTA ENTERPRISES	44173	20260235	PARTS	FLEET	$84.44
							Total	**$84.44**
421251	02/12/26	342	APWA AMERICAN PUBLIC WORKS	44165	20261011	TRAINING	STR	$850.00
							Total	**$850.00**
421252	02/12/26	1554	AWWA AMERICAN WATER WORKS	44164	20261008	TRAINING	WTRDS	$475.00
							Total	**$475.00**
421253	02/12/26	21972	BEAVER SHREDDING	44239	20260544	SHREDDING	FIN	$80.00
							Total	**$80.00**
421254	02/12/26	35653	BRAY SALES-MIDWEST	44213	20260971	SUPPLIES	WP	$2,847.09
							Total	**$2,847.09**
421255	02/12/26	20914	BROADWAY IN CHICAGO	44262	20260728	R - EXCURSIONS GREAT GATSBY	SNR	$1,874.38
							Total	**$1,874.38**
421256	02/12/26	20914		44263	20260731	R - EXCURSIONS WATER FOR ELEPHANTS	SNR	$2,037.50
							Total	**$2,037.50**
421257	02/12/26	40263	CAREN REDISH	44206	20261028	R - VOLUNTARY SEWER LATERAL REIMB	SEWER	$1,260.00
							Total	**$1,260.00**
421258	02/12/26	29404	CCMSI	44240	20260831	PROPERTY CASUALTY DEDUCTIBLES	FIN	$3,804.16

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$3,804.16**
421259	02/12/26	3607	CFA SOFTWARE	44177	20260236	SOFTWARE	FLEET	$2,095.00
							Total	**$2,095.00**
421260	02/12/26	20692	CHICAGO SHAKESPERE THEATER	44264	20260730	R - EXCURSIONS BROKEBACK MOUNTAIN	SNR	$497.50
							Total	**$497.50**
421261	02/12/26	33433	CHRISTOPHER B. BURKE ENGINEERING	44232	20260306	BBD BLUEGRASS ALLEY	ENG	$2,723.00
							Total	**$2,723.00**
421262	02/12/26	23349	CINTAS #22	44214	20260001	UNIFORM RENTAL	WP	$63.94
							Total	**$63.94**
421263	02/12/26	23349		44199	20260237	UNIFORM RENTAL	FLEET	$99.90
				44200	20260195	UNIFORM RENTAL	TRNST	$15.69
				44201	20260400	UNIFORM RENTAL	FACIL	$31.18
				44202	20260417	UNIFORM RENTAL	SEWER	$84.97
				44203	20260365	UNIFORM RENTAL	SEWER	$95.82
				44204	20260366	UNIFORM RENTAL	SEWER	$77.02
				44234	20260158	UNIFORM RENTAL	FD	$13.35
				44242		FY2025 UNIFORM RENTAL	FIN	$63.47
							Total	**$481.40**
421264	02/12/26	31602	CLARK BAIRD SMITH	44243		FY2025 LEGAL SERVICES	FIN	$2,328.75
				44244	20260679	LEGAL SERVICES	CMO	$557.50
							Total	**$2,886.25**
421265	02/12/26	26496	COMCAST CABLE	44261	20260049	MONTHLY CONVERTER BOXES	PD	$42.29
							Total	**$42.29**
421266	02/12/26	35430	COMMONWEALTH EDISON	1840233		SRVS @ CENTRAL AVE SHERIDAN	FIN	$41.04
				1840430		SRVS @ SECOND ST CENTRAL	FIN	$36.01
				1840632		SRVS @ 500 HAZEL AVE	FIN	$46.33
				1840834		SRVS @ 777 N ST JOHNS AVE	FIN	$50.46
				1900928		SRVS @ 1E SHERIDAN PARK AVE	FIN	$36.01
				220637		SRVS @ 1 E SHERIDAN	FIN	$76.82
							Total	**$286.67**
421267	02/12/26	33260	CONSTELLATION	44215	20260300	NATURAL GAS	WP	$6,218.21

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$6,218.21**
421268	02/12/26	233	CRAFTWOOD LUMBER	44191	20260227	SUPPLIES	STR	$35.07
				44235	20260877	SUPPLIES	FD	$31.96
							Total	**$67.03**
421269	02/12/26	39447	CREDIT SERVICE INTERNATIONAL	44221	20261045	COLLECTIONS FEE DUE	FIN	$48.26
							Total	**$48.26**
421270	02/12/26	11789	DENNY'S RESTAURANTS THE ROAD	44226	20260934	SNOW CREW MEAL	STR	$93.54
							Total	**$93.54**
421271	02/12/26	40345	DILIGENT DESIGN GROUP	44241		REFUND - VEND-009167-2025	CMO	$100.00
							Total	**$100.00**
421272	02/12/26	40133	DIVE RIGHT IN SCUBA	44250	20260981	EQUIPMENT HARDWARE	FD	$809.10
							Total	**$809.10**
421273	02/12/26	21803	DULTMEIER SALES	44183	20260222	PARTS	FLEET	$887.37
							Total	**$887.37**
421274	02/12/26	23105	EJ EQUIPMENT	44176	20260247	PARTS	FLEET	$604.53
							Total	**$604.53**
421275	02/12/26	16005	EL-COR INDUSTRIES	44175	20260219	PARTS	FLEET	$402.72
							Total	**$402.72**
421276	02/12/26	2242	FIRST AYD	44197	20260116	SUPPLIES	WTRDS	$1,000.00
				44198	20260217	SUPPLIES	FLEET	$267.15
							Total	**$1,267.15**
421277	02/12/26	35649	GENERAL TRUCK PARTS	44170	20260245	PARTS	FLEET	$511.24
							Total	**$511.24**
421278	02/12/26	40019	GENUINE PARTS	44185	20260675	PARTS	FLEET	$11.90
				44186	20260675	PARTS	FLEET	$7.56
				44187	20260675	PARTS	FLEET	$31.40
							Total	**$50.86**
421279	02/12/26	27640	HEALTH ENDEAVORS	44248	20261046	FIRE PRE EMPLOYMENT PHYSICALS ANNUAL	HLTH	$800.00
							Total	**$800.00**
421280	02/12/26	36055	HENDERSON PRODUCTS	44184	20260315	PARTS	FLEET	$866.36

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$866.36**
421281	02/12/26	1326	HIGHLAND PARK FORD	44168	20260248	PARTS	FLEET	$241.78
							Total	**$241.78**
421282	02/12/26	21102	ILLINOIS DEPT PUBLIC HEALTH	44228		VITAL RECORDS SURCHARGE DISBURSEMENT	FIN	$3,040.00
							Total	**$3,040.00**
421283	02/12/26	40343	JAVIER MEDINA	44192	20261020	R - CDL RENEWAL REIMB	STR	$60.00
							Total	**$60.00**
421284	02/12/26	27651	JONES BARTLETT LEARNING	44251	20260972	BOOKS PERIODICALS	FD	$179.92
							Total	**$179.92**
421285	02/12/26	25342	JOSEPH J HENDERSON	44266	20260987	WATER PLANT WEST METER REPLACEMENT	WP	$45,414.72
							Total	**$45,414.72**
421286	02/12/26	33275	JX ENTERPRISES	44189	20260199	R - PARTS SUPPLIES PACE BUS	TRNST	$33.00
							Total	**$33.00**
421287	02/12/26	39550	K-TECH SPECIALTY COATINGS	44218	20260928	ROAD DEICER	STR	$8,613.33
							Total	**$8,613.33**
421288	02/12/26	38244	KLOEPFER	44190	20261018	EMERGENCY WATER MAIN REPAIR	SEWER	$3,700.02
							Total	**$3,700.02**
421289	02/12/26	11901	LAKE COUNTY HOSE EQUIPMENT	44174	20260318	PARTS	FLEET	$30.00
							Total	**$30.00**
421290	02/12/26	905	LALUZERNE SMITH	44231	20260299	LEGAL SERVICES	LEGL	$5,969.00
							Total	**$5,969.00**
421291	02/12/26	1908	LAWSON PRODUCTS	44172	20260319	SUPPLIES	FLEET	$427.20
							Total	**$427.20**
421292	02/12/26	38916	ACER TREE	44217	20260468	TREE MAINTENANCE	FORST	$2,057.25
							Total	**$2,057.25**
421293	02/12/26	39858	LINDE GAS EQUIPMENT	44171	20260250	SUPPLIES GASES	FLEET	$94.60
				44178	20260250	SUPPLIES GASES	FLEET	$75.92
							Total	**$170.52**
421294	02/12/26	37793	MARTINIZING	44258	20260353	UNIFORM CLEANING ALTERATION REPAIR	PD	$119.50
							Total	**$119.50**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421295	02/12/26	3027	MCMASTER-CARR	44252	20261031	SUPPLIES	FD	$25.35
							Total	**$25.35**
421296	02/12/26	697	MENONI MOCOGNI	44216	20260114	SUPPLIES	WTRDS	$22.05
							Total	**$22.05**
421297	02/12/26	17838	MID AMERICAN WATER WAUCONDA	44196	20260562	SUPPLIES	WTRDS	$1,056.00
							Total	**$1,056.00**
421298	02/12/26	22886	MIDWEST MOTOR	44253	20261003	SUPPLIES	FD	$123.07
							Total	**$123.07**
421299	02/12/26	2078	MOTOROLA	44236	20260162	MACHINERY EQUIPMENT	FD	$9,319.70
				44254	20260604	EQUIPMENT	FD	$1,549.00
				44256	20260892	RADIO ACCESSORIES	PD	$736.76
				44257	20260892	RADIO ACCESSORIES	PD	$2,267.70
				44259	20260297	STARCOM AIRTIME FEES	PD	$3,076.00
							Total	**$16,949.16**
421300	02/12/26	749	MUTUAL ACE HARDWARE	44166	20260184	PARTS	FLEET	$137.02
				44205	20260011	SUPPLIES	FORST	$33.80
				44212	20260041	SUPPLIES	WP	$21.75
				44224	20260011	SUPPLIES	FORST	$17.99
							Total	**$210.56**
421301	02/12/26	34778	NAVIGATE 360	44245	20260777	ALICE TRAINING	CMO	$4,746.26
							Total	**$4,746.26**
421302	02/12/26	4218	NORTH SHORE GAS	1901028		SRVS @ 525 CENTRAL AVE	FIN	$105.48
				1901127		SRVS @ 0 OLD MILL	FIN	$333.50
				1901229		SRVS @ 1707 ST JOHNS AVE	FIN	$107.22
				1901328		SRVS @ 50 LOGAN LOOP	FIN	$196.51
				1901426		SRVS @ 977 VILLAS CT	FIN	$100.31
				1901626		SRVS @ 2035 RICHFIELD AVE	FIN	$98.46
				2206216		SRVS @ 1088 HALF DAY RD	FIN	$296.27
							Total	**$1,237.75**
421303	02/12/26	1396	NORTH SHORE WATER RECLAMATION DISTRICT	44219	20260303	WASTE DISPOSAL	WP	$74.00
							Total	**$74.00**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421304	02/12/26	37832	NORTHSHORE TRUCK	44167	20260253	PARTS	FLEET	$2,500.00
							Total	**$2,500.00**
421305	02/12/26	30060	NSN EMPLOYER	44246	20260585	UNEMPLOYMENT ADMINISTRATION	CMO	$395.22
							Total	**$395.22**
421306	02/12/26	33910	ON TIME EMBROIDERY	44237	20260587	CLASS A UNIFORM	FD	$110.00
				44238	20260759	UNIFORM SUPPLIES	FD	$128.00
							Total	**$238.00**
421307	02/12/26	837	PARK DISTRICT HIGHLAND PARK	44255	20261052	MEMBERSHIP DUES	HLTH	$153.00
							Total	**$153.00**
421308	02/12/26	40227	PATRICIA J. NISENHOLZ	44265	20261014	R - CLASSES MAH JONG	SNR	$117.60
							Total	**$117.60**
421309	02/12/26	553	RADI-LINK	44169	20260254	SUPPLIES	FLEET	$3,875.00
							Total	**$3,875.00**
421310	02/12/26	40326	RAMS ENTERPRISES	43564		R - FDS 009040 - 2025 REFUND	CMO	$150.00
							Total	**$150.00**
421311	02/12/26	14680	ROWELL CHEMICAL	44210	20260263	CHEMICAL SUPPLIES	WP	$10,894.99
				44211	20260263	CREDIT 1439810	WP	($17.64)
							Total	**$10,877.35**
421312	02/12/26	25207	RUSH TRUCK CENTER	44179	20260274	PARTS	FLEET	$1,007.47
				44180	20260274	PARTS	FLEET	$4.49
				44181	20260274	PARTS	FLEET	($1,330.00)
				44182	20260274	PARTS	FLEET	$3,193.48
							Total	**$2,875.44**
421313	02/12/26	32854	SCHROEDER ASPHALT	44267	20260620	PROJECT 1201 SIGNALS	ENG	$131,059.85
							Total	**$131,059.85**
421314	02/12/26	11611	SDS HOLDINGS	44195	20260419	UNIFORM SUPPLIES	STR	$107.89
				44208	20260146	UNIFORM SUPPLIES	WP	$287.91
				44209	20260146	UNIFORM SUPPLIES	WP	$251.90
							Total	**$647.70**
421315	02/12/26	40077	SHADED CHICAGO	44260	20260916	SUPPLIES VEHICLE TINT	PD	$120.00
							Total	**$120.00**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421316	02/12/26	675	SHARON L. KLIBANOW	44230	20260520	HC ACCOUNTING SERVICES	PLAN	$416.25
							Total	**$416.25**
421317	02/12/26	30672	SNOW SYSTEMS	44193	20260264	HAND SHOVELING	STR	$7,920.00
				44194	20260264	HAND SHOVELING	STR	$44,800.00
							Total	**$52,720.00**
421318	02/12/26	26883	STAPLES	44223	20260549	OFFICE SUPPLIES	FIN	$146.68
				44225	20260549	OFFICE SUPPLIES	FIN	$131.12
							Total	**$277.80**
421319	02/12/26	15751	UNION PACIFIC RAILROAD	44227	20260608	2026 UP LOT LEASE	FIN	$2,107.98
							Total	**$2,107.98**
421320	02/12/26	15397	HD SUPPLY	44220	20260040	SUPPLIES	WP	$178.56
							Total	**$178.56**
421321	02/12/26	39435	VISTRA INTERMEDIATE	2197029		SRVS @ 0 ST JOHNS AVE	FIN	$55.80
				2197124		SRVS @ 3430 WESTERN AVE	FIN	$47.34
				2197229		SRVS @ 50 LOGAN LOOP	FIN	$375.11
				2197319		SRVS @ 1700 N ST JOHNS AVE	FIN	$1,742.62
				2197728		SRVS @ 0 SHERIDAN RD OLD ELM	FIN	$12.56
				2197824		SRVS @ 2W CENTRAL	FIN	$866.13
				2197925		SRVS @ FIRST ST ELM ST	FIN	$55.84
				2198028		SRVS @ 600 CENTRAL	FIN	$2,548.32
				2198125		SRVS @ 1849 GREENBAY	FIN	$296.83
				2198323		SRVS @ 700 ST. JOHNS	FIN	$131.41
				2198424		SRVS @ 700 ST. JOHNS B	FIN	$37.08
				2198527		SRVS @ 1793 FIRST ST	FIN	$1,011.86
				2198728		SRVS @ 1377 DEER CREEK PKWY	FIN	$47.84
				2198828		SRVS @ 0 GREENBAY	FIN	$209.26
				2198930		SRVS @ 1769 EASTWOOD	FIN	$47.95
				2199030		SRVS @ OLD DEERFIELD	FIN	$1.92
				2199127		SRVS @ 2888 LEXINGTON	FIN	$86.62
				2199225		SRVS @ 605 LAUREL AVE	FIN	$171.51
				2199321		SRVS @ 0 SE LAUREL FIRST	FIN	$82.92

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				2199424		SRVS @ ROGER WILIIAMS	FIN	$153.36
				2206724		SRVS @ 418 SHERIDAN	FIN	$47.88
				2302421		SRVS @ 438 CENTRAL	FIN	$20.19
							Total	**$8,050.35**
421322	02/12/26	38896	WEX BANK	44188	20260231	FUEL CARDS	FLEET	$276.84
							Total	**$276.84**
							Total	**$512,386.43**

Staff Report

Meeting Date: February 23, 2026

Staff Contact: Adam Levinstein, IT Manager

Department: Finance Department

Title: A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving the Purchase of Adobe Software from CDW Government LLC of Vernon Hills, Illinois

Recommendation:
Staff recommends the purchase of Adobe Licenses through CDW-G at a cost of $28,517.61.

Policy Consideration:

The City has utilized Adobe Acrobat Pro and associated Adobe software products for decades, and they are deeply integrated into operations across all City departments. These tools support critical functions including engineering drawings, architectural plans, schematics, diagrams, legal documentation, and records management. The established workflows, compatibility with external partners, and staff familiarity with the platform make it a core component of daily operations.

CDW currently offers the lowest cost for these products, providing the City with competitive pricing while maintaining continuity with an established and widely adopted solution. Continuing with this procurement approach ensures operational stability and represents a cost-effective use of budgeted funds.

Core Priorities:
Fiscal Stability
Funds are available in the 2026 IT budget.

Attachments:
1. HP - Resolution Waiving Bids and Approving Purchase of Adobe Software
2. CDW Order Quote for Adobe Software

City of Highland Park

Resolution No. _____

A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving the Purchase of Adobe Software from CDW Government LLC of Vernon Hills, Illinois

WHEREAS, the City has identified the need to purchase Adobe Acrobat Pro, Creative Cloud, and other Adobe software licenses (collectively, the ***"Adobe Software"***); and

WHEREAS, CDW Government LLC, of Vernon Hills, Illinois (***"CDW"***), has submitted a proposal to supply the Adobe Software to the City, in an amount not to exceed $28,517.61 (***"Proposal"***); and

WHEREAS, the City and CDW desire to enter into an agreement for the purchase by the City of the Adobe Software, in accordance with the Proposal (***"Agreement"***); and

WHEREAS, pursuant to Section 30.070(A) of "The Highland Park Code of 1968," as amended, and in order to approve the Agreement, the City Council has determined that it is appropriate to waive competitive bidding for the purchase of the Adobe Software, in accordance with the City's Purchasing and Fixed Asset Policies and Procedures Manual (***"Purchasing Manual"***); and

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

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: WAIVER OF COMPETITIVE BIDDING REQUIREMENTS. The advertising and bidding requirements for the Agreement and the purchase of the Adobe Software are hereby waived in accordance with the Purchasing Manual and the home rule powers of the City.

SECTION THREE: APPROVAL OF PURCHASE CONTRACT. The City Council hereby approves the Agreement with CDW for the purchase of the Adobe Software, in an amount not to exceed $28,517.61.

SECTION FOUR: EXECUTION OF AGREEMENT AND REQUIRED DOCUMENTATION. The City Manager and the Deputy City Clerk are hereby authorized to execute and attest, on behalf of the City, the Purchase Contract approved pursuant to Section Three of this Resolution, and all necessary documentation related thereto.

SECTION FIVE: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage, by a vote of two-thirds of the City Council, and approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

QUOTE CONFIRMATION

ADAM LEVINSTEIN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PTDX341	2/5/2026	PTDX341	374950	$28,517.61

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
ADO GOV ACR PRO L4 Mfg. Part#: 30002133CC04A12 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 GOV ONLY (25-448DOIT-TELEC-P-80070)	93	9019091	$238.79	$22,207.47
ADO GOV INDESIGN L4 Mfg. Part#: 30002980CC04A12 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 GOV ONLY (25-448DOIT-TELEC-P-80070)	4	9019439	$434.34	$1,737.36
ADO GOV CAPTIVATE L4 Mfg. Part#: 30004152CC04A12 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 GOV ONLY (25-448DOIT-TELEC-P-80070)	1	9019383	$389.21	$389.21
ADO GOV ALL APPS PRO L4 Mfg. Part#: 30002903CC04A12 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 GOV ONLY (25-448DOIT-TELEC-P-80070)	3	9019504	$1,083.03	$3,249.09
ADO GOV PHOTOSHOP L1 Mfg. Part#: 30002994CC01A12 Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 GOV ONLY (25-448DOIT-TELEC-P-80070)	2	9019222	$467.24	$934.48

SUBTOTAL	$28,517.61
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$28,517.61**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF HIGHLAND PARK 1707 SAINT JOHNS AVE HIGHLAND PARK, IL 60035-3593 **Phone:** (847) 926-1032 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** PUBLIC WORKS DEPARTMENT ADAM LEVINSTEIN 1150 HALF DAY RD HIGHLAND PARK, IL 60035-1740 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Erin McAuliffe | (877) 695-5828 | erin.mcauliffe@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$28,517.61	**$824.16/Month**	**$28,517.61**	**$940.80/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?

My Account

Support

Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Staff Report

Meeting Date: February 23, 2026

Staff Contact: Adam Levinstein, IT Manager

Department: Finance Department

Title: A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving the Purchase of Internet Services from Comcast Business Communications, LLC of Philadelphia, Pennsylvania

Recommendation:
The City has received reliable service and responsive support from Comcast, ensuring stable operations across all City departments. Transitioning to a new provider would require significant reconfiguration of public IP addresses, firewalls, VPNs, DNS, and SSL/TLS certificates, impacting critical systems and requiring substantial costs and IT staff time to plan, implement, and validate changes. Given Comcast's proven performance and the operational impact of a transition, remaining with the current provider supports continuity, minimizes risk, and allows IT resources to remain focused on priority initiatives.

Policy Consideration:
Funding is included within the approved 2026 operating budget.

Core Priorities:
Fiscal Responsibility:
Continuing with the existing provider avoids transition costs, prevents unnecessary duplication of effort, and represents a fiscally responsible approach by leveraging established infrastructure and maintaining predictable, budgeted expenditures.

Attachments:
1. HP - Resolution Approving Agreement with Comcast for Internet Services (1)

City of Highland Park

Resolution No. _____

A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving the Purchase of Internet Services from Comcast Business Communications, LLC of Philadelphia, Pennsylvania

WHEREAS, the City requires ongoing internet services for its operations; and

WHEREAS, Comcast Business Communications, LLC of Philadelphia, Pennsylvania (***"Comcast"***), has satisfactorily provided internet services to the City for the past several years; and

WHEREAS, the total cost of the continued provision of internet services by Comcast in 2026 may exceed the City Manager's purchasing authority; and

WHEREAS, pursuant to Section 30.070(A) of "The Highland Park Code of 1968," as amended, and in order to authorize the provision of internet services by Comcast, the City Council has determined that it is appropriate to waive competitive bidding for the purchase of internet services, in accordance with the City's Purchasing and Fixed Asset Policies and Procedures Manual (***"Purchasing Manual"***); and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City and its residents to purchase internet services from Comcast;

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 the findings of the City Council.

SECTION TWO: WAIVER OF COMPETITIVE BIDDING REQUIREMENTS. The advertising and bidding requirements for the purchase of internet services is hereby waived in accordance with the Purchasing Manual and the home rule powers of the City.

SECTION THREE: APPROVAL OF PURCHASE. The City Council hereby approves the purchase of internet services from Comcast, in the amount necessary for City services and in accordance with the approved City budget for fiscal year 2026.

SECTION FOUR: EXECUTION OF REQUIRED DOCUMENTATION. The City Manager and the Deputy City Clerk are hereby authorized to execute and attest, on behalf of the City, all documents necessary to complete the purchase approved pursuant to Section Three of this Resolution.

SECTION FIVE: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a vote of two-thirds of the City Council, 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

Staff Report

Meeting Date: February 23, 2026

Staff Contact: Ron Bannon, Director of Public Works
Anna Stawski, City Engineer

Department: Public Works Department

Title: A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving an Agreement with Infrastructure Management Systems, of Largo, Florida, for Pavement Analysis Services

Recommendation:
Staff recommends authorization to enter into a contract with Infrastructure Management Services (IMS), for testing and ranking the condition of asphalt streets, in an amount not to exceed $100,000. The project was discussed and approved as part of the FY 26 Public Works Department Capital Improvement Plan.

Policy Consideration:
The City of Highland Park inventories and evaluates the pavement condition every five (5) years for all City streets and most alleys. The most recent evaluation was completed in December 2021 through cooperative efforts with Infrastructure Management Systems (IMS), a consulting firm specializing in pavement testing and evaluation. Using a customized testing vehicle, IMS measures the pavement surface, its base, and sub-base conditions.

IMS (which was acquired by International Cybernetics Company, LP in 2022) is one of the largest providers of pavement management services to municipalities and counties across the United States. Their analysis meets stringent industry standards (ASTM and AASHTO) and state DOT reporting requirements. IMS provides data collection services to Lake County, as well as many municipalities in the Chicagoland area, including Northbrook, Buffalo Grove, Palatine, Arlington Heights, Evanston, and Schaumburg. The City of Highland Park has contracted with IMS since 1999, with various follow-up review cycles ranging from three to five years.

IMS incorporates historical data into their data collection analysis to evaluate any significant changes and ensure accuracy. The testing results provide a pavement index rating for each street. The pavement index rating number is derived from evaluating each street on conditions such as surface roughness, rut depth, cracking, and texture. The street subsurface (3"-4" below surface) condition is also evaluated to provide its capability for load bearing, sub-base pavement (stone

backfill), and the interaction between pavement cross sections. Traffic volumes for each street are also taken into consideration in evaluating the pavement index number. All of the above criteria combined factor into determining a pavement index number range of 0 to 100, with 100 being a perfect street condition. The resultant pavement condition report is the primary source for determining the list of streets to be repaired each year under the Annual Asphalt Rehabilitation Program and also the Surface Material At Right Time (S.M.A.R.T.) treatment program. The S.M.A.R.T. program entails providing a thin overlay on selected streets, with a surface rating of 50 or lower.

Public Works budgeted $100,000 in the FY2026 Budget for pavement evaluation and will not exceed that amount. While the attached fee proposal is in the amount of $67,735, additional optional services are also listed on the quote and may be beneficial for Public Works staff. Services include the Inform Viewer and the collection of various right-of-way assets. IMS collects all information enabling Public Works staff to make a determination on optional additional attributes following the review.

Pertinent contract documents are available for review at the Department of Public Works, 1150 Half Day Road.

Core Priorities:

Fiscal Stability

In 2021, the contract cost for IMS was $71,789. Sufficient funds have been budgeted in the FY26 General Fund (Street Capital Fund) for pavement evaluation.

Attachments:

1. HP Resolution Approving Agreement with IMS for Pavement Analysis Services
2. IMS Professional Services Agreement 2026

City of Highland Park

Resolution No. _____

A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving an Agreement with Infrastructure Management Systems, of Largo, Florida, for Pavement Analysis Services

WHEREAS, the City has identified the need to retain pavement analysis services to test and rank the condition of the City's asphalt streets (collectively, the ***"Services"***); and

WHEREAS, Infrastructure Management Systems, of Largo, Florida (***"Vendor"***), satisfactorily provided the Services to the City for the past several years; and

WHEREAS, the City and the Vendor now desire to enter a new agreement for provision of the Services by the Vendor, for a total cost not to exceed $100,000.00 (***"Proposed Agreement"***); and

WHEREAS, pursuant to Section 30.070(A) of "The Highland Park Code of 1968," as amended, and in order to authorize the Proposed Agreement, the City Council has determined that it is appropriate to waive competitive bidding for the Proposed Agreement, in accordance with the City's Purchasing and Fixed Asset Policies and Procedures Manual (***"Purchasing Manual"***); and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City to approve the Proposed Agreement with the Vendor;

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 the findings of the City Council.

SECTION TWO: WAIVER OF COMPETITIVE BIDDING REQUIREMENTS. The advertising and bidding requirements for the Proposed Agreement and the Services are hereby waived in accordance with the Purchasing Manual and the home rule powers of the City.

SECTION THREE: APPROVAL OF PROPOSED AGREEMENT. The Proposed Agreement by and between the City and the Vendor is hereby approved in substantially the form attached to this Resolution, and in a final form to be approved by the City Manager and the Corporation Counsel.

SECTION FOUR: EXECUTION OF PROPOSED AGREEMENT. The City Manager is hereby authorized and directed to execute, on behalf of the City, the Proposed Agreement, and any other documents necessary to effectuate the Proposed Agreement, upon receipt by the City Clerk of at least one original copy of the Proposed Agreement executed by the Vendor; provided, however, that if the executed copy of the Proposed Agreement is not

received by the City Clerk within 30 days after the effective date of this Resolution, then this authority to execute will, at the option of the City Council, be null and void.

SECTION FIVE: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a vote of two-thirds of the City Council, and approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

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City of Highland Park
1150 Half Day Rd.
Highland Park, Illinois 60035

Public Works
Department

PROFESSIONAL SERVICES AGREEMENT
2026 PAVEMENT MANAGEMENT PROGRAM UPDATE

This **PROFESSIONAL SERVICES AGREEMENT** (***"Agreement"***) is dated as of the _____ day of _____, 20_____, and is by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (***"City"***), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ***("Consultant")***	IMS Infrastructure Management Services
Address	10630 75th St
City, State Zip	Largo FL 33777
Phone	727-547-0696
Email	rrobinson@icc-ims.com
Project Name/Description	2026 Pavement Management Program Update
Agreement Amount	$ or See Exhibit A

B. Project Description. Completing an automated data collection of the City's paved streets located within the City, as more fully described in the proposal attached to this Agreement as **Exhibit A** (***"Proposal"***).

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal (***"Services"***) in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

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C. Commencement; Time of Performance. The Consultant shall 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 shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the City, but in no event 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 Consultant. Delays caused by the City shall extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the City. This Agreement may be renewed for no more than four additional and consecutive one-year terms upon the mutual written consent of the City and Consultant. 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").

D. Reporting. The Consultant shall regularly report to the City Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. Final pay request shall include, without limitation: (i) all final waivers of lien; and (ii) all final certified payrolls, as required. The City shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the City of any claim for additional compensation as a result of action taken by the City, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the City, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant

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that are outside the scope of this Agreement (***"Additional Services"***), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

F. Taxes, Benefits, and Royalties. Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services, as well as 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. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall 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, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall 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 shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall 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 shall 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" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall 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 and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall 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 such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term ***"Confidential Information"*** shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of

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the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (***"Time of Disclosure"***); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, 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 the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of $1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of $1,000,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant 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 Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant 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.

C. 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: (1) 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 (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 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 shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action 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 in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; 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 shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

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2. Liability for Noncompliance. The Consultant 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 the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution 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 such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by 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 by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by City. 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.

G. No Additional Obligation. The Parties acknowledge and agree that 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.

H. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the City Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the City Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such 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 and completion of the Services and with any other consultants engaged by the City.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared,

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collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement (***"Documents"***) shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

L. GIS Data. 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 shall be limited to the scope of the Services that the Consultant is to provide for the City;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the City. The GIS Data constitutes proprietary materials and trade secrets of the City, and shall remain the property of the City;

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

c. Supply to City. At the request of the City, the Consultant shall supply the City with any and all information that may have 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 thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the City and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the City, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly

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provided in this Agreement, notices shall 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) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

City of Highland Park, Department of Public Works
1150 Half Day Road
Highland Park, Illinois 60035
Attention: Ron Bannon, Director

With a copy to:

Elrod Friedman, LLP.
350 North Clark Street, Second Floor
Chicago, Illinois 60654
Attention: Steven M. Elrod, Corporation Counsel

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

Michael Niemien, CEO
IMS Infrastructure Management Services
10630 75th St
Largo FL 33777

With a copy to:

E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. **Provisions Severable.** 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 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. **Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

H. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean 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.

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I. Governing Laws. This Agreement 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.

J. Authority to Execute.

1. The City. The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

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

L. Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. 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 shall be in writing.

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

O. Interpretation. This Agreement shall 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 shall 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 shall not be applicable to this Agreement.

P. 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.

Q. Exhibits. Exhibit A attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. 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 shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

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

[SIGNATURE PAGE FOLLOWS]

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PROFESSIONAL SERVICES AGREEMENT
PAVEMENT MANAGEMENT PROGRAM UPDATE

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 20____.

ATTEST:

By: _____

Ashley Palbitska, Deputy City Clerk

CITY OF HIGHLAND PARK

By: _____

Ghida S. Neukirch, City Manager

ATTEST:

By:_____

Print Name:_____

Title:_____

IMS INFRASTRUCTURE MANAGEMENT SERVICES:

By:_____ Signed by: John Till 878711190C31498...
Executing Officer

Print Name: John Till

Title: CFO

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PROFESSIONAL SERVICES AGREEMENT
PAVEMENT MANAGEMENT PROGRAM UPDATE

EXHIBIT A

[INFRASTRUCTURE MANAGEMENT SERVICES QUOTATION FOR

PROFESSIONAL SERVICES FOLLOWS]

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IMS
POWERED BY ICC

Highland Park

Highland Park-IL 2026 PCI

Fee Proposal

Opportunity ID: 23-10-03121

10630 75th Street
Largo, FL 33777

+1 727-547-0696

www.icc-ims.com

Docusign Envelope ID: 8B968363-7126-4E49-AA71-796DCB0BF378

11/12/2025

THIS CONTRACT AGREEMENT ("Contract") is entered into on by and between:

International Cybernetics Company, LP (ICC) d/b/a IMS Infrastructure Management Services ("Consultant") with its principal office at 10630 75th Street, Largo, FL 33777, Phone: 727-547-0696 and Highland Park, IL with its principal offices at 1150 Half Day Road, Highland Park, IL 60035 Phone: 847.432.0800 ("Client"). Consultant and Client may hereinafter be referred to collectively as the "Parties."

RECITALS

WHEREAS, Consultant agrees to fulfill and perform the work as set forth under Scope of Work (**Fee Proposal**), and Client agrees to fulfill its obligations, including providing information required for project setup and compensating the Consultant as set forth under pricing (**Fee Proposal**);

NOW, THEREFORE, the Parties hereto, intending to be legally bound, do hereby agree that the project overview and Pricing below accurately reflect the work to be performed and the price to be paid; and

The Parties accept the standard terms and conditions of sale as described in the attached (Appendix **D**); and

The Parties agree that any modifications to the scope of work or pricing will be agreed to in writing and explicitly acknowledged by both Parties in order to be binding, and

The Parties agree that any agency, current or future, within the same state shall be allowed to participate in this agreement during the life of the contract, even if it is not listed amongst the solicitation participants. While this clause in no way commits an Agency to purchase from Agency's awarded contractor, nor does it guarantee any additional orders will result, it does allow Agencies, at their discretion, to make use of Agency's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other Agencies shall be understood to be transactions between that Agency and the awarded vendor; the Agency shall not be responsible for any such purchases.

IN WITNESS WHEREOF, this Contract is entered into as of the day and year written above. The Client and Consultant hereby represent and warrant to each other that each of the signers below have the right, power, legal capacity, and authority to enter into and bind the corresponding organization to perform its obligations under this Contract, and that the signature and execution of this Contract has been duly authorized.

Reference Project Overview for scope of work and fees, a total of $67,735.00.

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International Cybernetics Company, LP d/b/a IMS Infrastructure Management Services	Highland Park, IL
Date: _____	Date: _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

Docusign Envelope ID: 8B968363-7126-4E49-AA71-796DCB0BF378

Highland Park
Emmanuel "Manny" Gomez, City Engineer
Email: egomez@cityhpil.com
Phone: (847) 926-1145

Re: Highland Park-IL 2026 PCI

Dear Emmanuel "Manny",

IMS Infrastructure Management Services (IMS) is pleased to present this fee proposal for a roadway pavement condition survey including structural testing for Highland Park. As an industry leader with five decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.

Our project approach is based on four principles:

- **Starting with the end in mind.** We are committed to understanding your agency's goals and objectives for this project. We work with our clients to meet all project goals and provide high-quality deliverables on time and within budget.
- **Confident, informed decision-making.** Accurate data provides the foundation for pavement management analyses, which identify the most appropriate maintenance or rehabilitation activity for each roadway pavement.
- **Maximizing return on investment.** When you choose IMS, you gain a dedicated partner. Backed by decades of experience, our support results in better outcomes and translates to enhanced funding justification and more strategic allocation of existing funding.
- **Providing smart, end-to-end solutions.** We provide professional services powered by end-to-end software, enabling your agency to review and visualize data confidently and easily.

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at +15037156043 or by email at rrobinson@icc-ims.com.

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Best Regards,

IMS Infrastructure Management Services

Ryan Robinson, CSM

10630 75th Street
Largo, FL 33777

+1 727-547-0696

www.icc-ims.com

Docusign Envelope ID: 8B968363-7126-4E49-AA71-796DCB0BF378

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Project Overview

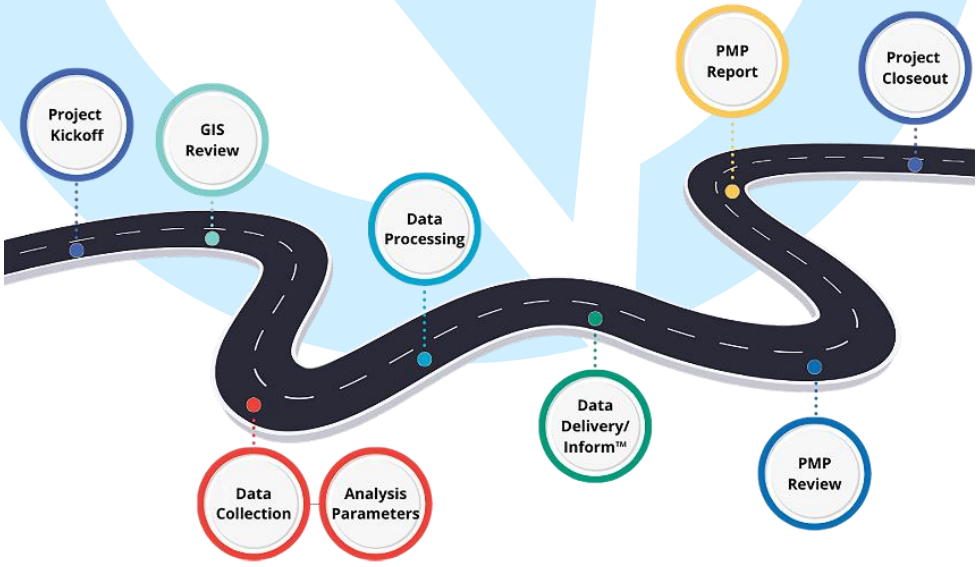
The primary objective of this project is to collect 136 test miles of roadway condition data and 136 of roadway structural integrity data. To ensure adequate coverage across the roadway network, we survey major roads (typically defined as greater than 3 lanes) in both directions and all remaining roads in one direction. Our project roadmap, shown in the figure below, has evolved over the years and reflects our team's collective experience of successfully delivering thousands of similar projects. (*See Appendix A for more details on each step in our project roadmap.)*

The pavement condition survey will be performed with an IrisPRO Pave™ data collection system. The IrisPRO Pave™ collects georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements.

Collected data are processed to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported following the International Roughness Index (IRI) method. Processed data are delivered in both an Excel spreadsheet and a geodatabase. Roadway imagery is published to our Inform™ online data visualization platform for easy review and reference by agency staff.

Our data collection approach provides 100% coverage of all collected lanes, 100% rating of all pavement (no sampling), and no reliance on field operators/crew to perform manual rating or supplemented with "windshield surveys." This approach meets stringent industry standards (ASTM and AASHTO) and state DOT reporting requirements. We are the only vendor bringing our fifty-year legacy of state DOT pavement condition survey experience, quality, accuracy, and repeatability to municipal agencies.

The structural survey will be performed with a Fast-Falling Weight Deflectometer (FastFWD).



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Deliverables (Roadway Condition Survey)

01

Roadway Pavement Condition Data

Reported in an Excel spreadsheet and a geodatabase (if applicable/required).

02

Easy Street Analysis (ESA) of Roadway Pavements

- Easy Street Analysis (ESA) pavement management spreadsheet
- Customizable prioritization and deferred cost analysis (refer to **ESA Overview** for specified customizations and optional value-add enhancements)
- ESA training session (two hours) via Teams

03

Five (5) Year, Network-Level Pavement Management Plan via ESA

The client will be asked to provide analysis parameter inputs, including validation of treatment types and costs, before the analysis commences. **Two (2) iterations of the analysis** are included in the price. Additional iterations can be performed at a cost of **$1,000/each.**

04

Inform™ Online Data Viewer

Enables convenient, browser-based viewing of collected data and imagery. *(Note: Inform access for unlimited agency users is included from the time of data delivery for 12 months with data collection.)*

05

Additional Value-Added Services

If applicable, based on our discussions with you, this budgetary estimate includes information and pricing on additional value-added services, described in more detail below.

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Deliverables (Structural Testing)

Core deliverable – *the expected format you will receive our data in based on requested data processing options*

01	**Structural Pavement Assessment Data** Reported in an Excel spreadsheet and a geodatabase* **Unless otherwise specified in fee breakdown (e.g., raw data or other format).*

Deliverable Options – *if chosen/applicable, will be distinctly listed as separate line items in the fee schedule*

A	**Structural Number Effective (SNeff)** Represents the overall current effective structural rating of the pavement
B	**Structural Number Required (SNreq)** Represents the *required* structural number based on average daily traffic (ADT) analysis. This requires providing ADT data to us for analysis.
C	**Color Coded GIS Map – Based on Structural Index (SI) (PDF)** A color coded map to visually display the structural index based on the results/scoring from collected and processed FastFWD data.
D	**Additional Consulting/Customized Reporting** Consulting or customized reporting options are available. We will ensure a scoping meeting has occurred to properly scope and price the deliverable. Any additional consulting or customized deliverables will be represented separately in the fee schedule.

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Fee Proposal
Highland Park-IL 2026 PCI

(Note: The final fee and scope of work depends on confirmation of test miles to be surveyed and analysis and reporting requirements.)

Fee Proposal					
Name	Qty.	Units	Price	Disc.	Total Price
Project Management					
Project Setup and Kickoff	1	Lump Sum	$2,500.00		**$2,500.00**
Project Management	1	Lump Sum	$1,500.00		**$1,500.00**
GIS Review and Survey Extents Verification	1	Lump Sum	$2,000.00		**$2,000.00**
Mobilization					
Mobilization/Calibration (FFWD)	1	Lump Sum	$3,000.00		**$3,000.00**
Mobilization/Calibration IrisPRO PAVE	1	Lump Sum	$2,925.00		**$2,925.00**
Field Surveys/ Data Collection					
Field Data Collection - IrisPRO Pave	136	Test Miles	$115.00		**$15,640.00**
Field Data Collection - Fast Falling Weight Deflectometer (FFWD)	136	Test Miles	$150.00		**$20,400.00**
Data Processing					
Data Processing: Enhanced ASTM D6433 (Including QC/QA) - According to Standard Data Dictionary	136	Test Miles	$30.00		**$4,080.00**
Data Processing: Standard FFWD (Including QC/QA)	1	Lump Sum	$1,930.00		**$1,930.00**
Condition Data Delivery (Standard Geodatabase/Tabular Format Only)	1	Lump Sum	$500.00		**$500.00**
Calculate Structural Number (SNeff)	1	Lump Sum	$1,180.00		**$1,180.00**
Calculate Structural Number Required (SNreq) Based on ADT and Provide Structural Index	1	Lump Sum	$2,180.00		**$2,180.00**
Analysis and Reporting					
Easy Street Analysis (ESA) Pavement Management Plan/Analysis - Draft	1	Lump Sum	$7,500.00		**$7,500.00**
Draft Pavement Management Report	1	Lump Sum	$2,400.00		**$2,400.00**
Inform Viewer					
Inform - <400 lane miles- 90 Day Free Trial (Price reflects annual fee if opt in after trial)	1	Per Year	$2,000.00	100%	**$0.00**
Inform Web Hosting- 90 Day Free Trial (Price reflects annual fee if opt in after trial)	136	Per year per mile	$1.20	100%	**$0.00**
			Total Price:		**$67,735.00**

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Optional Value Added Service Fees/Rates

Optional Value-Added Service Activities - Cost Estimates				
Name	**Qty.**	**Units**	**Price**	**Total Price**
FastFWD Structural Testing - Recommended 2-Pass Test for Major Roads				
a. Mobilization/Calibration (FFWD)	1	Lump Sum	$ 3,000.00	$ 3,000.00
b. Field Data Collection - Fast Falling Weight Deflectometer (FFWD)	TBD	Test Miles	$ 150.00	TBD
c. Traffic Control for Deflection Testing (if applicable/necessary)	TBD	Hours	$ 150.00	TBD
d. Data Processing: Standard FFWD (Including QC/QA) - *$1,750 base fee + $5/mile for networks >100 miles*	1	Lump Sum	$ 1,930.00	$ 1,930.00
e. Calculate Structural Number (SNeff) - Used for Network Level Analysis - *$1,000 base fee + $5/mile for networks >100 miles*	1	Lump Sum	$ 1,180.00	$ 1,180.00
f. Optional - Calculate Structural Number Required (SNreq) Based on ADT and Provide Structural Index - *$1,000 base fee + $5/mile for networks >100 miles*	1	Lump Sum	$ 2,180.00	$ 2,180.00
g. Optional - Color Coded GIS Map - Based on Structural Index (SI) (PDF)	1	Lump Sum	$ 1,000.00	$ 1,000.00
Right of Way (ROW) Asset Extraction - *Using Standard Data Dictionary Attributes*				
Crosswalks	136	Test Miles	$ 13.60	$ 1,849.60
Curb & Gutter	136	Test Miles	$ 17.60	$ 2,393.60
Curb Markings	136	Test Miles	$ 17.00	$ 2,312.00
Drainage Ditches	136	Test Miles	$ 17.60	$ 2,393.60
Drainage Structures (Inlets)	136	Test Miles	$ 27.20	$ 3,699.20
Driveway Aprons	136	Test Miles	$ 34.00	$ 4,624.00
Fence	136	Test Miles	$ 17.60	$ 2,393.60
Fire Hydrants	136	Test Miles	$ 17.00	$ 2,312.00
Guardrail/Guiderail	136	Test Miles	$ 17.60	$ 2,393.60
Landscaping	136	Test Miles	$ 44.00	$ 5,984.00
Manhole Covers	136	Test Miles	$ 23.80	$ 3,236.80
Pavement Striping - Linear	136	Test Miles	$ 26.40	$ 3,590.40
Pavement Markings - Point	136	Test Miles	$ 17.00	$ 2,312.00
Retaining Walls	136	Test Miles	$ 17.60	$ 2,393.60
Pedestrian Curb Ramps	136	Test Miles	$ 20.80	$ 2,828.80
Sidewalks	136	Test Miles	$ 17.60	$ 2,393.60
Sign Supports	136	Test Miles	$ 27.20	$ 3,699.20
Signs	136	Test Miles	$ 57.80	$ 7,860.80
Sound/Noise Barriers	136	Test Miles	$ 17.60	$ 2,393.60
Street Furniture	136	Test Miles	$ 27.20	$ 3,699.20
Street Lights	136	Test Miles	$ 40.80	$ 5,548.80
Traffic Signals and Flashers	136	Test Miles	$ 23.80	$ 3,236.80
Trees	136	Test Miles	$ 51.00	$ 6,936.00
Utility Poles	136	Test Miles	$ 40.80	$ 5,548.80
Valves	136	Test Miles	$ 34.00	$ 4,624.00
Pavement Story Map for External Viewers, Standard, With Hosting for 1 year	1	Lump Sum	$ 7,500.00	$ 7,500.00
a. Years 2 - 4 Annual Updates of Rehabs; + *hosting fees of $1.20 per mile (if applicable)*	3	Lump Sum	$ 2,000.00	$ 6,000.00
Pavement Condition Dashboard for Client Internal Viewing, Standard, With Hosting for 1 year	1	Lump Sum	$ 5,500.00	$ 5,500.00
a. Years 2 - 4 Annual Updates of Rehabs; + *hosting fees of $1.20 per mile (if applicable)*	3	Lump Sum	$ 2,000.00	$ 6,000.00
City Council/County Commission Presentation - Virtual	1	Lump Sum	$ 3,500.00	$ 3,500.00
a. Add for an Onsite Presentation	1	Lump Sum	$ 2,500.00	$ 2,500.00
Non-Standard Written Report (Min. 8-Hours; beyond at Hourly Rate)	8	Hours	$ 150.00	$ 1,200.00
Additional or Specialty Maps for Reporting (In Addition to Maps in Standard Report)	1	Lump Sum	$ 750.00	$ 750.00
Additional Printed/Hard Copies of the Standard Final Report	1	Lump Sum	$ 200.00	$ 200.00
Roadway Functional Class Review	TBD	Hours	$ 189.00	TBD
Sidewalk Condition Survey via Sidewalk-Surface Tester (SST) Data Collection	(Available Upon Request)			
Pedestrian Curb Ramp Non-Compliance Survey & Analysis via Mobile Lidar Data Collection	(Available Upon Request)			
Pavement Management Software Evaluation Needs Assessment	1	Lump Sum	$ 1,750.00	$ 1,750.00
GIS Polygon to Polyline Conversion	136	Test Miles	$ 6.00	$ 816.00

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Company Profile

IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's industry-leading data acquisition technologies. We take pride in having one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.

Over the past five years, we have made a $5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities (ADA)/PROWAG non-compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. ***Together, IMS – now powered by ICC – are paving the way forward!***

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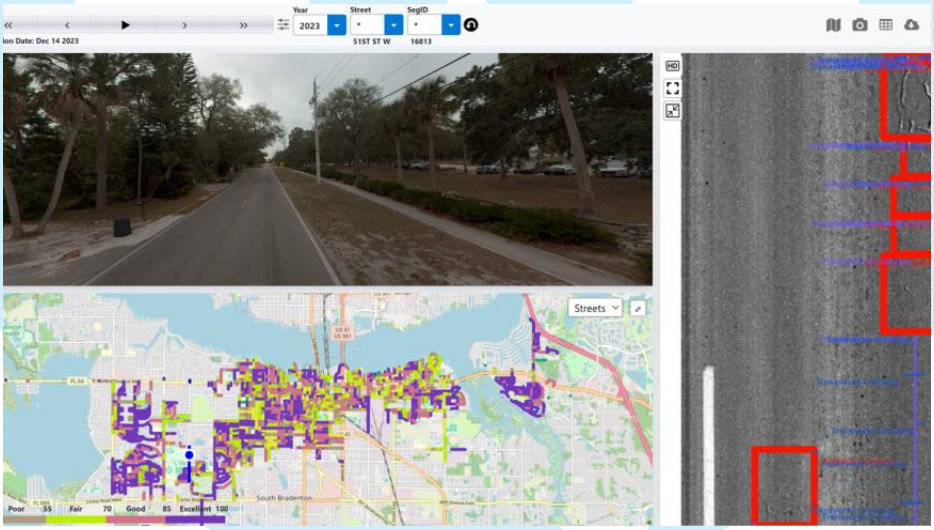
Industry-Leading Technologies

IrisPRO Pave™

The pavement condition survey will be performed using an IrisPRO Pave™ data collection system. The IrisPRO Pave™ is equipped with industry-leading data acquisition technologies, including an inertial profiler, a second-generation Laser Crack Measurement System (LCMS-2), a FLIR Ladybug5+ 30MP 360-degree camera, and an iXBlue A7 or OxTS INS with DGPS.

Inform™ Online Data Viewer

The Inform™ data viewer is an easy-to-use, browser-based, cloud-hosted tool for reviewing pavement condition data and associated imagery. Inform™ presents the data in a map-based environment, enabling agencies to review all collected pavement data, including cracking, rutting, and roughness. The Inform™ viewer is fast, intuitive, and reduces the need for field visits. Inform™ provides color coded roads by condition values like PCI, PSCI, Roughness (IRI), Rutting Index and more. This allows for insights at a glance and effective reporting to decision makers.



"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."

– Robert Bush, Program Manager, Arizona DOT

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Fast-Falling Weight Deflectometer (FastFWD)

The FastFWD enables agencies to identify issues in the subgrade, sub-base, and base layers, in addition to the surface layer, providing a comprehensive view of pavement health.

Subsurface distress investigations are a valuable tool to assess the structural health of a roadway. The FastFWD provides several key indices, including:

- Effective Structural Number (SNeff)
- Surface Curvature Index (SCI)
- Elastic Modulus (stiffness) of
    - Subgrade
    - Sub-base or base
    - Asphalt or Concrete
- Structural Index (SI)

Fast Falling Weight Deflectometer (FastFWD)

Since obtaining the above indices sometimes require addition inputs such as accurate pavement thickness, IMS has developed a new and proprietary tool called Intelligent Structural Analyzer (**ISA$^{TM)}$**. This tool can calculate SNeff without the need for thickness, eliminating the need for GPR testing or Coring. By knowing the SNeff, agencies not only get an accurate estimate of their pavement structural health but also can design the exact pavement thickness required for reconstruction or overlay, down to decimal-level accuracy.

Another use case of structural testing is optimizing pavement management decisions. The matrix below, originally proposed by the Virginia Department of Transportation (VDOT), highlights the importance of combining structural and surface condition assessments, such as PCI or PCR. Relying solely on one metric can lead to suboptimal decisions. For example, if surface conditions are poor (e.g., PCI near 0), a Pavement Management System (PMS) might recommend full reconstruction (RC). However, structural testing may reveal that reconstruction is unnecessary, and corrective maintenance (CM) could suffice. Combining these metrics enables agencies to implement the **right solution, at the right time, in the right location**, delivering on the promise of holistic pavement management.

Surface Condition Recommendation \ Structural Condition Recommendation	DN	PM	CM	RM	RC
DN	DN	DN	DN	DN	DN
PM	PM	PM	DN	DN	DN
CM	CM	CM	CM	RM	RC
RM	CM	CM	CM	RM	RC
RC	CM	CM	RM	RC	RC

DN: Do Nothing
PM: Preventative Maintenance
CM: Corrective Maintenance
RM: Rehabilitation Maintenance
RC: Reconstruction

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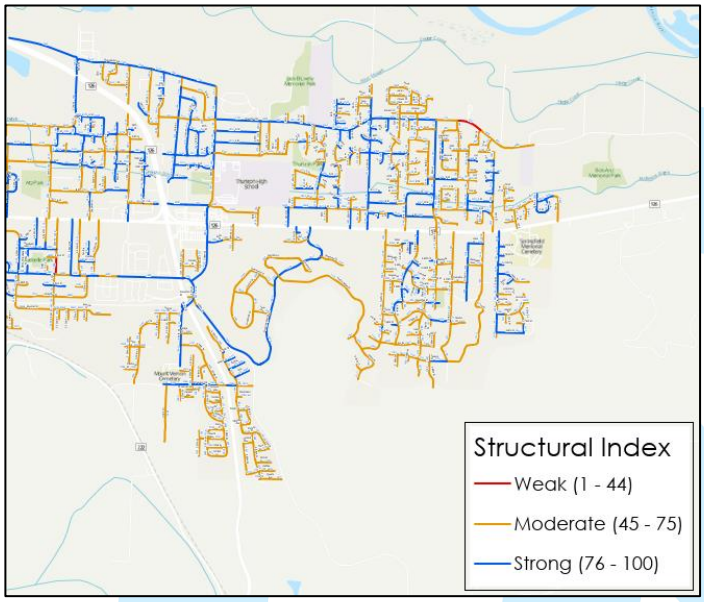
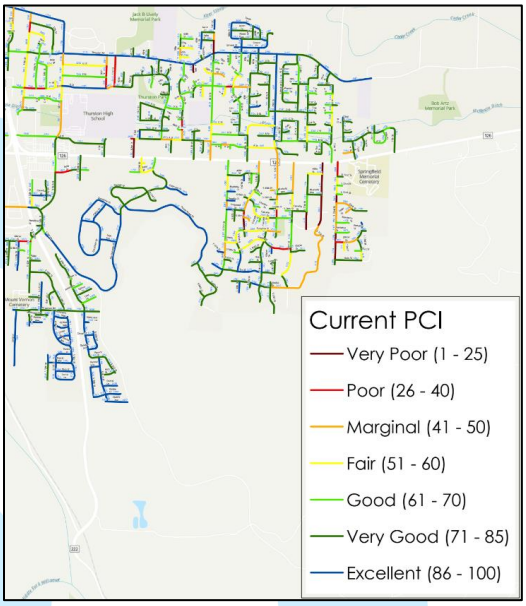
An example of the final deliverables is shown below, featuring a map that highlights locations categorized as having Weak, Moderate, or Strong structural condition. By overlaying structural testing results with surface condition data, the map provides a holistic view of the roadway network, as demonstrated below.





Deflection testing is performed using a Fast FWD, in accordance with ASTM D4694-09 (2020) standards for paved roadways. The IMS team can conduct a structural assessment of all designated roadways. Deflection testing is usually completed at least once in each direction in every street segment (every 300 - 500 feet) along the outside lanes of the roadway. A series of geophones records deflection readings for each section of pavement tested. These readings are used to determine the pavement strength, load transfer capabilities, and identify properties of the base and sub-grade.

Upon completion of the deflection survey a structural analysis is performed. FastFWDs apply a known load to the pavement and measure the pavement response to the load. The structural adequacy of a street is expressed as a 0 to 100 score with several key ranges: roadways with a Structural Index greater than 75 are generally deemed to be structurally adequate for the loading and may be treated with lightweight surface treatments or thin overlays; those between 50 and 75 typically reflect streets that require additional pavement thickness; and scores below 50 typically require reconstruction and increased base and pavement thickness.

By using this data-driven approach, maintenance, and rehabilitation efforts are more accurately targeted, enhancing the overall efficiency of your pavement management program.

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Easy Street Analysis (ESA) Overview

Pavement Management Plan and Included Deliverables

ESA integrates the core analysis capabilities of the most powerful pavement management systems within a familiar Microsoft® Excel environment. It is a pavement management tool designed to provide agencies with easy access to pavement condition data and analysis results. It is often used to enhance the use of traditional licensed-based software.

ESA was engineered as a simple solution that eliminates the need for users to become pavement management software experts before they can leverage their survey results. ESA is an interactive spreadsheet that contains deterioration curves, functional classes, pavement types, pavement strength rating, city-specific rehabilitation methods and costs, associated rehab resets, budget information, and other city-specific parameters. Our interactive ESA spreadsheet is fully customizable to the needs of our clients and programmed to develop multi-year M&R plans built around practical prioritization techniques and financial optimization, typically as cost of deferral analyses. Results can be visualized using both ESRI GIS software and Excel-based mapping tools. IMS has deployed ESA successfully on hundreds of government agencies across North America.

ESA offers the following key scenarios for analysis:

- Annual funding required to maintain current pavement conditions.
- Annual funding required to maintain the current network backlog.
- Funding projections needed to achieve and sustain a target PCI over the next five years.
- Funding projections needed to achieve and sustain a target backlog over the next five years.
- Minimum funding level required to avoid falling below control PCI limit.
- Minimum funding level required to avoid falling below control backlog limit.
- Future network performance predictions, including the network average PCI and segment level PCI, if current funding levels remain unchanged over five years.
- Strategic rehabilitation recommendations for pavement treatments based on the current budget.

For the pavement analysis results to be practically useful to the agency, IMS endeavors to work closely with every client agency to select appropriate parameters. The IMS pavement engineer will work with the client to select and define the analysis parameters. These include:

- Analysis period (standard is 5 years)
- Road maintenance budget (one value in $/YR; can vary over the years)
- Rehab types and unit rates (in $/SY)
- Completed work (rehab type and rehab date for any work done after survey but before analysis start date), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs)
- Planned work (rehab type and rehab date for any work to be done after analysis start date; e.g., CIP, future work etc.), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs)

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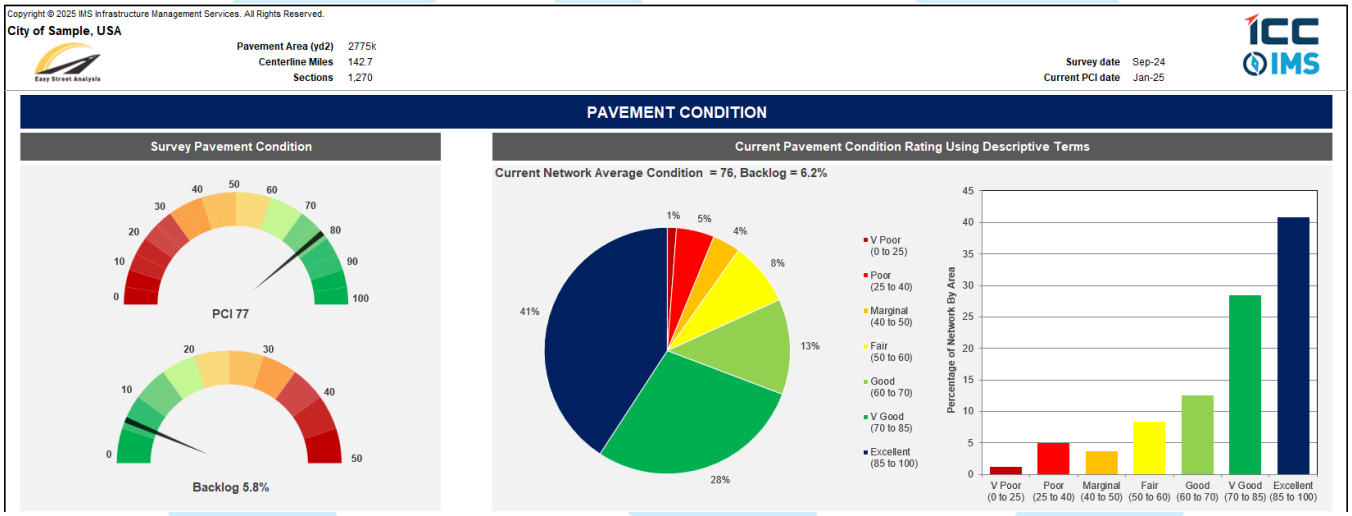
- Project groupings by proximity, functional classes, pavement types, and similar conditions (PCI spread of 20 and PCI below 40)
- *If structural testing using the Fast-Falling Weight Deflectometer (FFWD) is involved: traffic data (AADT, %Trucks, and/or ESALs), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs). Default traffic count will be used if requested data is one of the specified formats.

Additional parameters and customizations are possible and can be discussed with the pavement engineer during the analysis initiation. IMS pricing includes up to 2 iterations (back-and-forths) of the analysis. Additional iterations or parameters will incur an additional cost. Also, any analysis parameter inputs such as completed or planned work lists provided in non-GIS or non-digital formats will incur an extra cost.

The following snapshots showcase some of the highlights of ESA:



ESA dashboard, providing overview of network condition. ESA offers a detailed evaluation of the network's PCI, with the ability to breakdown analyses by pavement type, functional classes, and index, delivering valuable insights into the overall network condition. The distribution of network area by pavement type and functional classes is displayed.

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Network Analysis Summary - Five Year Rehab Plan Development

Current PCI Date: 1/1/2025 | Annual Budget Increase (%/yr): 0.00 | % of Budget Dedicated to Surface Treatments: 0
Analysis Start Date: 1/1/2025 (MM/DD/YYYY) | Unit Rate Inflation (%/yr): 0.00

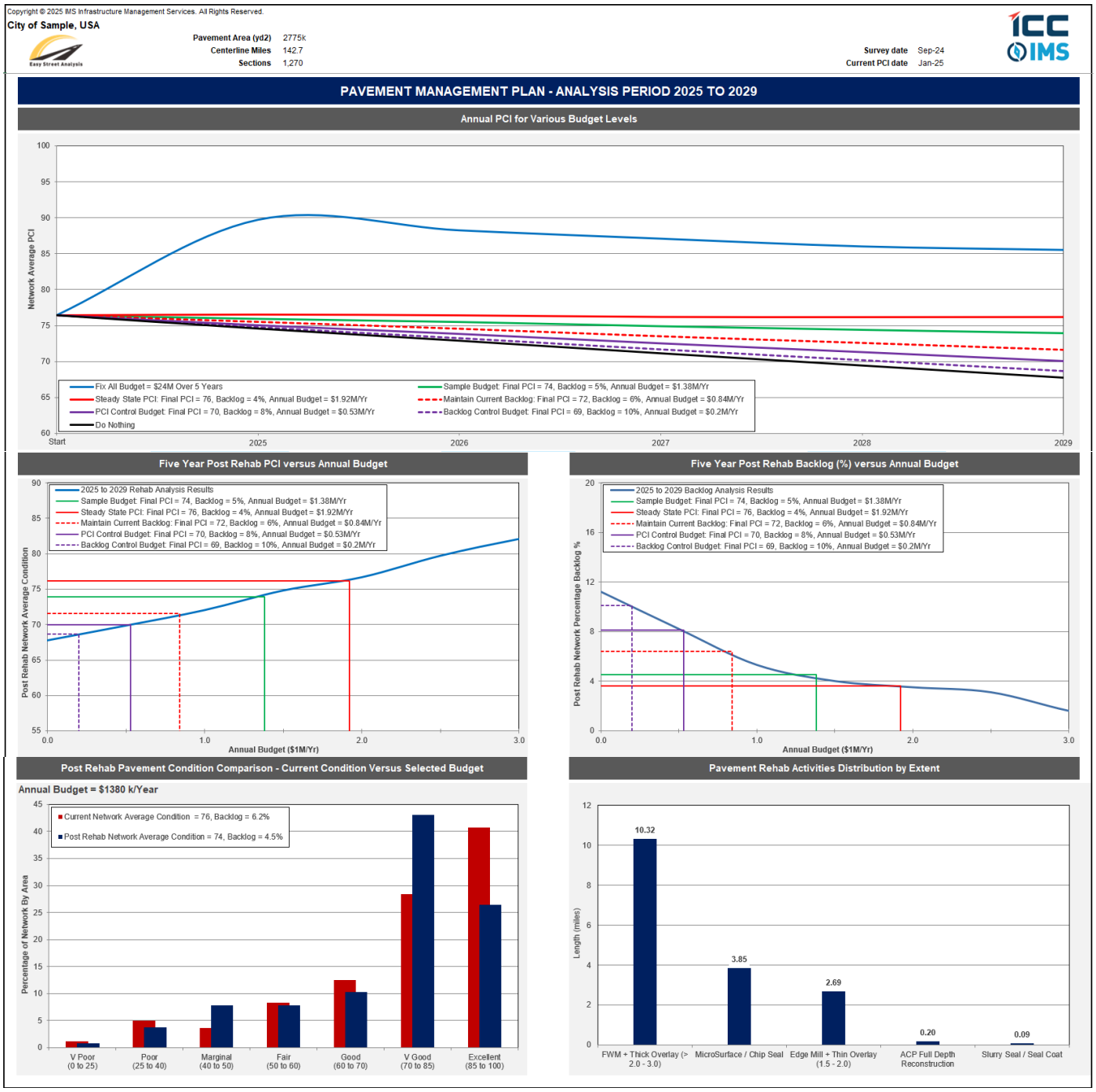
Program Year	Annual Budget ($)		Calendar Year	Block Count	Annual Expenditure ($)	Pavement Costs ($)	Peripheral Concrete Costs ($)	Miles (mi)	PCI	Backlog (%)
Avg:	1,380,000	1,380	2024	1,270	19,006,510	19,006,510	0	142.7	76	6.2
1	1,380,000		2025	25	1,379,910	1,379,910	0	3.7	76	
2	1,380,000		2026	30	1,379,402	1,379,402	0	3.9	75	
3	1,380,000		2027	20	1,379,960	1,379,960	0	2.6	75	
4	1,380,000		2028	31	1,379,804	1,379,804	0	3.2	74	
5	1,380,000		2029	30	1,379,919	1,379,919	0	3.8	74	4.5
			Totals:	136	6,898,995	6,898,995	0	17.1		

Refresh | Run ESA | Agency Budget | Inventory and Rehab Plan

Easy Street Analysis

Need Year	Committed Year	Year of First Selection	Segment Rehab Results	Rehab Activity Code	Rehab Activity	Avg Unit Rate ($/yd2)	Segment Peripheral Concrete Costs ($)	Segment Pavement Cost ($)	Segment Total Cost ($)	Project Cost ($)	Five Year Post Rehab PCI
4	0	0	Fall Thru Yr 4						0	0	79
4	0	4	Selected Yr 4	56	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	29.00	0	73,863	73,863	169,302	94
4	0	4	Selected Yr 4	56	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	29.00	0	49,880	49,880	169,302	94
4	0	4	Selected Yr 4	56	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	29.00	0	45,559	45,559	169,302	94
6	0	0	Not Selected						0	0	84
1	0	0	Fall Thru Yr 1						0	0	52
3	0	0	Fall Thru Yr 3						0	0	42
3	0	0	Fall Thru Yr 3						0	0	45
3	0	0	Fall Thru Yr 3						0	0	44
4	0	5	Selected Yr 5	30	Edge Mill + Thin Overlay (1.5 - 2.0)	15.25	0	31,293	31,293	258,107	92
4	0	5	Selected Yr 5	30	Edge Mill + Thin Overlay (1.5 - 2.0)	15.25	0	57,813	57,813	258,107	92
4	0	5	Selected Yr 5	30	Edge Mill + Thin Overlay (1.5 - 2.0)	15.25	0	169,001	169,001	258,107	92
3	0	3	Selected Yr 3	50	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	0	41,526	41,526	149,715	91
3	0	3	Selected Yr 3	50	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	0	48,519	48,519	149,715	91
3	0	3	Selected Yr 3	50	FWM + Thick Overlay (> 2.0 - 3.0)	27.00	0	59,670	59,670	149,715	91
2	0	0	Fall Thru Yr 2						0	0	37
2	0	0	Fall Thru Yr 2						0	0	41

ESA has a straightforward design with simplified buttons to allow for agile review of recommended solutions for selected segments. The total budget and annual breakdown of each year of the respective analysis and network-level evolution of PCI and backlog are summarized.



ESA dashboards, presenting PCI and backlog values after a 5-year analysis is generated under various budget scenarios and summarizing the recommended rehabilitation activities by extent.

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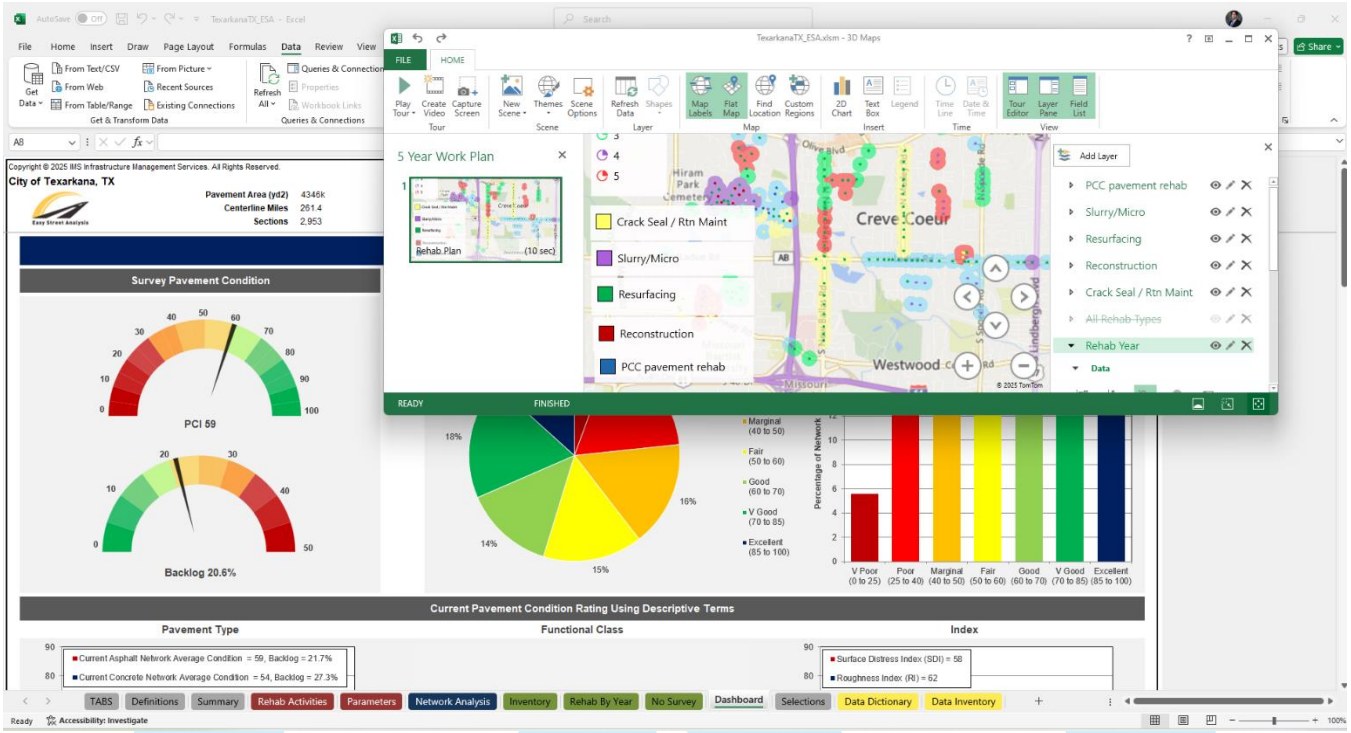
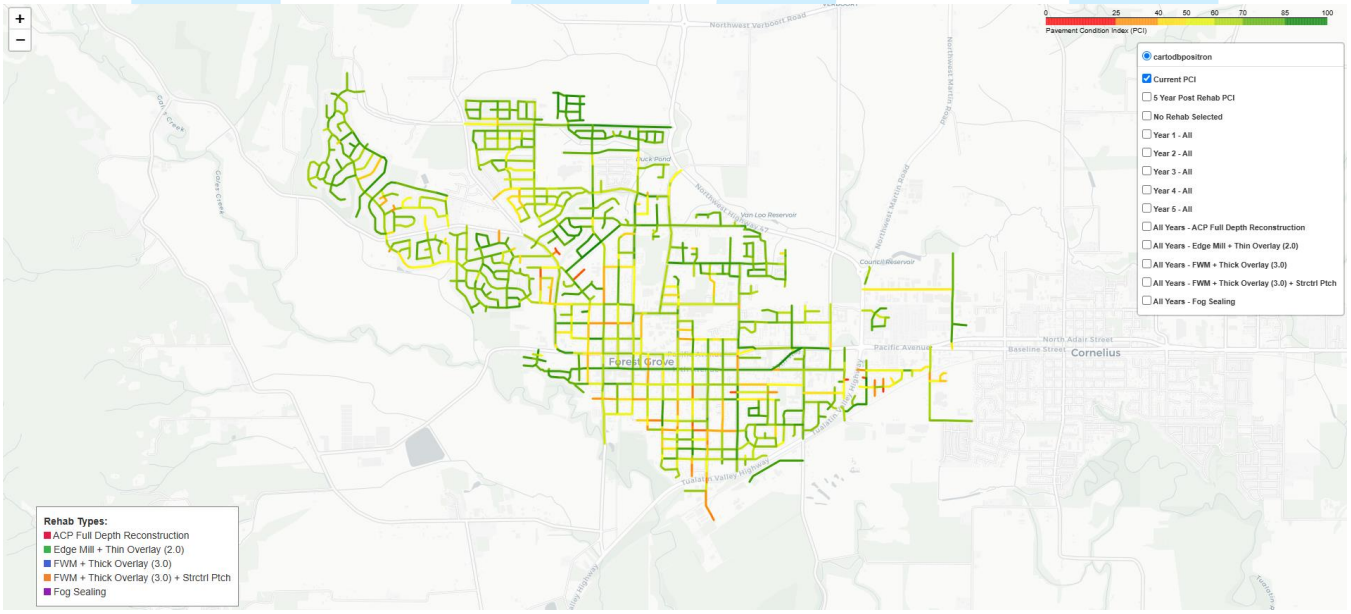


ESA contains embedded GIS maps, allowing users to open GIS maps within the Excel interface.



ESA viewer, provides a map-based view of the pavement condition before and after applying recommended treatments. Various options can be accessed and filtered from this view. Clicking any segment on the map displays detailed information such as GISID, PCI, year, and more.

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Optional Value-Added ESA Enhancements

- Increase analysis period from 5 years to 10 years (ESA fee is multiplied by two (2))
- Additional budget breakdowns, other than one value in $/YR *(specific scoping required by pavement engineer)*
- Conversion of rehab unit rates to $/SY *(specific scoping required by pavement engineer)*
- Conversion of completed work (rehab type and rehab date for any work done after survey but before analysis start date) from any format other than a GIS-compatible format (shapefile, geodatabase or list of GISIDs) to an acceptable format for ESA *(specific scoping required by pavement engineer)*
- Conversion of planned work (rehab type and rehab date for any work to be done after analysis start date e.g., CIP, future work etc.), provided in a GIS-compatible format (shapefile, geodatabase, or list of GISIDs) to an acceptable format for ESA *(specific scoping required by pavement engineer)*
- Inclusion of project groupings by any other approach such as groupings by subdivisions, zones, neighborhoods, etc. *(specific scoping required by pavement engineer)*
- Conversion of traffic data for integration of FFWD data into ESA *(specific scoping required by pavement engineer)*
- Client GIS 1-to-1 synchronization with ESA via one of our trusted partners, NewEdge.
- ESA Viewer - Full GIS Map, Allows for Client Updating of Map Scenarios from 5-Year Plan *(Priced as a $2,000 one-time cost add-on; a lightweight software installation is required that allows for regeneration of maps of your pavement management plan. As part of the core ESA deliverable, a map is generated. ESA Viewer allows for unlimited map refreshing if you make updates to the plan. Allows for viewing in any current web browser).*

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APPENDIX

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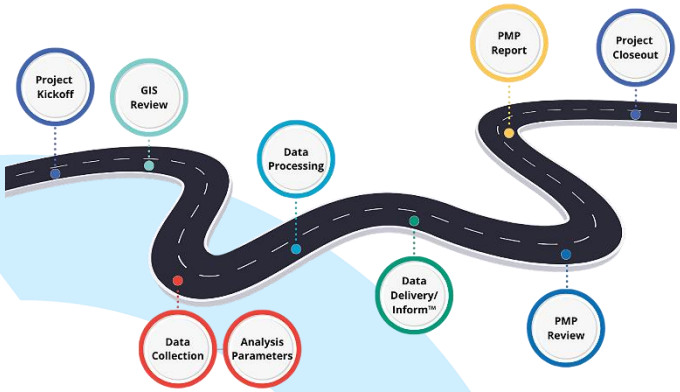
Appendix A – Typical Project Roadmap

Step 1: Project Kickoff

The IMS project manager schedules a kickoff meeting with your agency's project team to review the project scope, schedule, and fee. The IMS project manager ensures that the IMS team and agency stakeholders clearly understand the goals and objectives of the project.



Step 2: GIS Linkage and Survey Map Development

Following the kickoff meeting, IMS' GIS team reviews the agency's roadway network and verifies the roadways to be collected. The agreed-upon roadway network is loaded into ICC Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered.

Step 3: Data Collection

The pavement condition survey is performed with an ICC IrisPRO Pave™ data collection system. Georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements are collected. The structural testing survey is performed with a FastFWD, deployed separately from the IrisPRO Pave.

Step 4: Data Processing

The collected data are processed using ICC Connect™ software to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported using the International Roughness Index (IRI) method. Structural testing data is processed, delivered and incorporated based on client requirements as reflected in the fee schedule. Structural data is incorporated into ESA for pavement management planning purposes.

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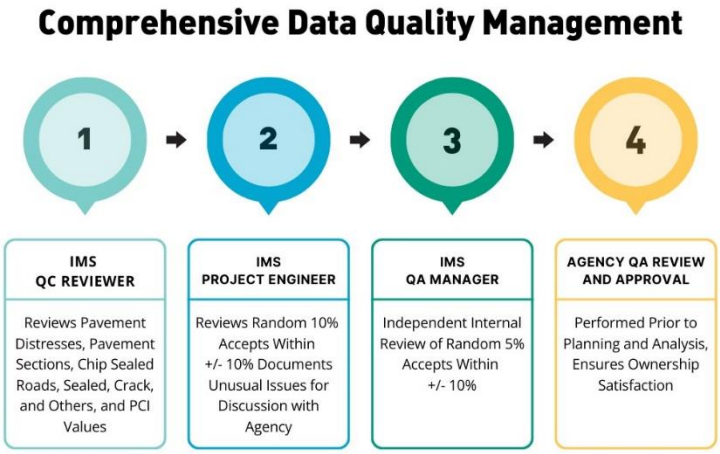
Step 5: Multi-step QC/QA IMS has developed a unique approach to pavement condition surveys by coupling the power of automated algorithms with manual review of distress data by trained and certified pavement raters. All data is manually reviewed by our QC team, then reviewed by our QA manager, and lastly, submitted to the agency for final review and acceptance. This rigorous QC/QA process provides an added measure of confidence that the pavement condition data is accurate.



Step 6: Data Analysis & Reports

- **Comprehensive Analysis**
  Our data analysis is thorough and tailored to provide insights that drive decision-making.
- **Detailed Reporting**
  We deliver comprehensive reports that are clear, concise, and customized to your reporting standards.

Step 7: Project Closeout

Project deliverables will be sent to you for final approval and acceptance. Once accepted, we will facilitate a final project close-out meeting with you, where we will present our findings and recommendations. This workshop-style meeting is an opportunity to clarify any final questions and discuss other ways IMS can support your pavement management program in the future.

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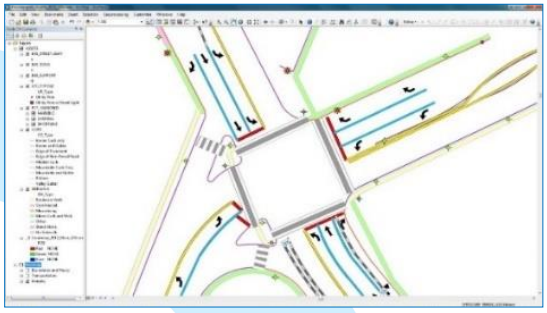
Appendix B – Additional Value-Added Services

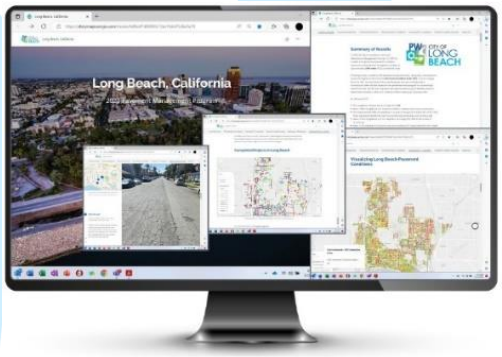
Right of Way (ROW) Asset Collection (e.g., signs, markings, curb, and gutter, etc.)

Imagery collected during the pavement condition survey can be used to build ROW asset inventories and condition assessments for signs, sign supports, curb and gutter, sidewalks and multi-use trails, pedestrian curb ramps, pavement markings and striping, traffic signals, trees, and many others. Our ability to leverage the high resolution 360-degree imagery already collected makes this a frequently used add on service by our clients.



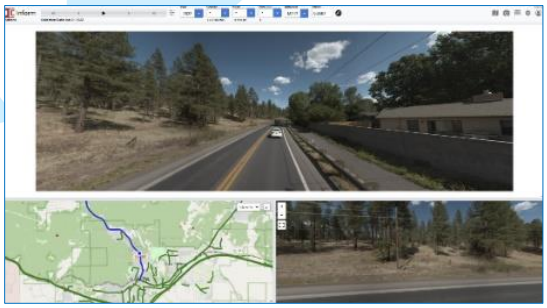
Web-based GIS Visualization via StoryMaps and Dashboards

Easy-to-use and easy-to-maintain web-based, geocentric StoryMaps and Dashboards can be built to serve not only internal staff but also constituents. These tools provide a dynamic way to present complicated information visually. StoryMaps and Dashboards may be configured for use within the agency for coordinating projects across departments or for presentation to the public to promote transparency and trust.



Inform™ Web Based Viewing Software, Including Thematic Maps

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review collected pavement and asset data. The software is fast, intuitive, and is the simplest way to make valuable photolog images available to every user. **Inform access for unlimited agency users is included from the time of data delivery for 12 months with data collection.** Competitive pricing for future years is shown on the fee schedule for reference.



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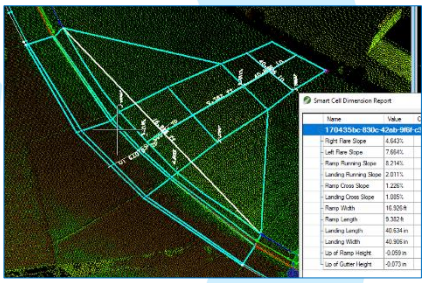
Sidewalk, Trail, and Parking Lot Surveys with a Sidewalk Surface Tester (SST)

We deploy our Sidewalk Surface Testers (SST) for capturing sidewalk inventory and condition data, SSTs may also be deployed to collect data for narrow alleys, parking lots, bike paths, and multi-use trails. SST surveys yield comprehensive sidewalk condition data that may be used in combination with lidar pedestrian curb ramp data to develop detailed ADA non-compliance identification. With the evolving PROWAG requirements, it is critical for agencies to have a plan in place for routinely assessing the condition of and proactively maintaining their pedestrian walkways.

Mobile Lidar for Pedestrian Curb Ramp Assessments

Mobile Lidar is deployed to supplement ROW inventory surveys by creating a 3D point cloud from which measurements can be extracted. Our mobile lidar system (a Riegl VMQ-1HA) collects 1.2 million points per second, resulting in extremely dense point clouds. The integrated Ladybug 5+ camera captures high-resolution spherical imagery at defined intervals. Using the lidar point cloud, IMS can efficiently take detailed measurements of pedestrian curb ramps to identify non-compliance.



Roadway Friction Testing

Friction testing is a critical element of roadway safety inspections. Adequate friction can help reduce accidents and save lives. In the last five years alone, we have successfully completed over 200 friction testing projects. The friction of the pavement surface is measured in accordance with ASTM E274 and incorporates a ribbed tire in accordance with ASTM E501 for studies of the left wheel path at each site.

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In-Person (or Virtual) Council Presentations

IMS is often asked to develop and deliver a council presentation to educate council members and the public on the concepts of pavement management and the results of the surveys, health of the roadway network and recommendations as a value-added service. We work collaboratively with agency staff to develop highly focused presentations that layout the existing state of the agency's roadways and the funding required to meet the agency's goals and objectives.

Customized Written Reports and Specialty Maps

IMS will prepare all project documentation, including a draft and final summary report of the findings and conclusions as part of the project. Additional analyses and specialty maps may be added to the final report to enhance the ability of the agency to communicate existing pavement conditions, forecasted conditions, and M&R needs and priorities.

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Appendix C – Enhanced ASTM D6433 Data Dictionary

The following pages outline the standard measurements that will be reported from our collected and processed data for roadways. We refer to this as a data dictionary, to clearly outline to our clients all data points we will be collecting and reporting data for. While this is the most typical data dictionary for municipal/county agencies, we can offer modifications to this. We additionally offer data dictionaries for other standards, such as ASTM E3303, FHWA LTPP, and more.

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Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
D	Direction			x		N	Predominant direction of travel, N/E/S/W based upon average heading value of the segment.
E	PavementType			xxxxx		ASP	Predominant pavement type observed over reporting interval
F	StartChain	Miles		x.xxx	3	2.653	Start chainage as defined for segment by the shp file
G	EndChain	Miles		x.xxx	3	2.751	End chainage as defined for segment by the shp file
H	Length	Feet		xxx	1	517.1	Chainage Length of the Segment in feet
I	ROWImagePath			xxxxxxxxxx		M:/Raw/Images/image1.jpg	This is the internal path to the first image of each segment
J	ASP_Percent	%	Flexible	xx.x	1	95.7	Percentage of segment that is ASP and not affected by any Event Flags
K	ASP_Area	Square Feet	Flexible	xx.x	1	5762	Total accessible pavement area that is ASP and not affected by any Event Flags
L	Other_Percent	%	Other	xx.x	1	96.6	Percentage of segment that is Other and not affected by any Event Flags
M	JCP_Percent	%	Rigid	xx.x	1	4.3	Percentage of segment that is JCP and not affected by any Event Flags
N	JCP_Area	Square Feet	Rigid	xx.x	1	291.2	Total accessible pavement area that is JCP and not affected by any Event Flags
O	Valid_Percent	%		xx.x	1	88.9	Percentage of the segment length containing valid data and not affected by any Event Flags
P	EventFlag					Bridge	Flag indicating presence of either Construction, Bridge, Railroad etc for which the data is invalidated
Q	AssessableLength	Feet		xx.x	1	439.8	Assessable pavement length captured from IrisPRO Pave not affected by any Event Flags
R	AssessableWidth	Feet		xx.x	1	13.1	Assessable pavement width captured from IrisPRO Pave not affected by any Event Flags
S	AssessableArea	Square Feet		xx.x	1	5762	Assessable pavement area captured from IrisPRO Pave not affected by any Event Flags

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B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
T	Speed	mph		xx.x	1	75.4	Average speed of collection through segment
U	MinSpeed	mph		xx.x	1	35.8	Minimum speed of collection through segment
V	MaxSpeed	mph		xx.x	1	90.7	Maximum speed of collection through segment
W	IRI_Left	in/mi		xxx.x	1	222.8	Lane left IRI where speed is greater than 12.5mph (Average); capped at 500
X	IRI_Right	in/mi		xxx.x	1	205.8	Lane right IRI where speed is greater than 12.5mph (Average); capped at 500
Y	IRI_Avg	in/mi		xxx.x	1	214.3	Lane average IRI where speed is greater than 12.5mph; capped at 500
Z	IRI_PercentInvalid	%		xx.x	1	13.3	Percentage of segment where IRI has been invalidated due to low speed or Event Flags
AA	Rutting_Left	Inches	Flexible	x.xx	2	0.17	Left wheelpath rut depth (Average)
AB	Rutting_Right	Inches	Flexible	x.xx	2	0.19	Right wheelpath rut depth (Average)
AC	Alligator_Low	Square Feet	Flexible	xx.x	1	23.5	Total area of low severity Alligator Cracking as defined by ASTM D6433
AD	Alligator_Mod	Square Feet	Flexible	xx.x	1	27.9	Total area of moderate severity Alligator Cracking as defined by ASTM D6433
AE	Alligator_High	Square Feet	Flexible	xx.x	1	12.2	Total area of high severity Alligator Cracking as defined by ASTM D6433
AF	LongTrans_Low	Feet	Flexible	xx.x	1	23.5	Total length of low severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AG	LongTrans_Mod	Feet	Flexible	xx.x	1	27.9	Total length of moderate severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AH	LongTrans_High	Feet	Flexible	xx.x	1	12.2	Total length of high severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AI	PatchingUtilityCuts_Low	Square Feet	Flexible	xx.x	1	23.5	Total area of low severity Patching & Utility Cuts as defined by ASTM D6433
AJ	PatchingUtilityCuts_Mod	Square Feet	Flexible	xx.x	1	27.9	Total area of moderate severity Patching & Utility Cuts as defined by ASTM D6433

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B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
AK	PatchingUtilityCuts_High	Square Feet	Flexible	xx.x	1	12.2	Total area of high severity Patching & Utility Cuts as defined by ASTM D6433
AL	Pothole_Low		Flexible	x	0	10	Count of low severity Potholes as defined by ASTM D6433
AM	Pothole_Mod		Flexible	x	0	6	Count of moderate severity Potholes as defined by ASTM D6433
AN	Pothole_High		Flexible	x	0	3	Count of high severity Potholes as defined by ASTM D6433
AO	Raveling_Mod	Square Feet	Flexible	xx.x	1	27.9	Total area of moderate severity Raveling as defined by ASTM D6433
AP	Raveling_High	Square Feet	Flexible	xx.x	1	12.2	Total area of high severity Raveling as defined by ASTM D6433
AQ	Rutting_Low	Square Feet	Flexible	xx.x	1	27.9	Total area of low severity Rutting as defined by ASTM D6433
AR	Rutting_Mod	Square Feet	Flexible	xx.x	1	12.2	Total area of moderate severity Rutting as defined by ASTM D6433
AS	Rutting_High	Square Feet	Flexible	xx.x	1	23.5	Total area of high severity Rutting as defined by ASTM D6433
AT	CornerBreak_Low		Rigid	xx	0	10	Count of low severity Corner Break as defined by ASTM D6433
AU	CornerBreak_Mod		Rigid	xx	0	6	Count of moderate severity Corner Break as defined by ASTM D6433
AV	CornerBreak_High		Rigid	xx	0	3	Count of high severity Corner Break as defined by ASTM D6433
AW	DividedSlab_Low		Rigid	xx	0	10	Count of low severity Divided Slab as defined by ASTM D6433
AX	DividedSlab_Mod		Rigid	xx	0	6	Count of moderate severity Divided Slab as defined by ASTM D6433
AY	DividedSlab_High		Rigid	xx	0	3	Count of high severity Divided Slab as defined by ASTM D6433
AZ	Faulting_Low		Rigid	xx	0	10	Count of low severity Faulting as defined by ASTM D6433
BA	Faulting_Mod		Rigid	xx	0	6	Count of moderate severity Faulting as defined by ASTM D6433
BB	Faulting_High		Rigid	xx	0	3	Count of high severity Faulting as defined by ASTM D6433
BC	Linear_Low		Rigid	xx	0	10	Count of low severity Linear Cracking as defined by ASTM D6433
BD	Linear_Mod		Rigid	xx	0	6	Count of moderate severity Linear Cracking as defined by ASTM D6433

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Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
BE	Linear_High		Rigid	xx	0	3	Count of high severity Linear Cracking as defined by ASTM D6433
BF	Patching_Large_UtilityCuts_Low		Rigid	xx	0	10	Count of low severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BG	Patching_Large_UtilityCuts_Mod		Rigid	xx	0	6	Count of moderate severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BH	Patching_Large_UtilityCuts_High		Rigid	xx	0	3	Count of high severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BI	Patching_Small_Low		Rigid	xx	0	10	Count of low severity Patching (Small) as defined by ASTM D6433
BJ	Patching_Small_Mod		Rigid	xx	0	6	Count of moderate severity Patching (Small) as defined by ASTM D6433
BK	Patching_Small_High		Rigid	xx	0	3	Count of high severity Patching (Small)as defined by ASTM D6433
BL	CornerSpalling_Low		Rigid	xx	0	6	Count of low severity Corner Spalling as defined by ASTM D6433
BM	CornerSpalling_Mod		Rigid	xx	0	3	Count of moderate severity Corner Spalling as defined by ASTM D6433
BN	CornerSpalling_High		Rigid	xx	0	10	Count of high severity Corner Spalling as defined by ASTM D6433
BO	SlabCount		Rigid	xx	0	5	Count of slabs within the segment, not affected by any Event Flags
BP	PCI			xx	0	85	Pavement Condition Index (PCI)
BQ	PSCM		Flexible	x.xxx	3	0.15	ASTM Pavement Surface Cracking Metric (Crack Length * Crack Width / Interval Area) as defined by ASTM E3303
BR	PSCI		Flexible	xx.x	1	97.5	ASTM Pavement Surface Cracking Index as defined by ASTM E3303
BS	PSCPRM		Flexible	x.xxx	3	0.234	Pavement Surface Cracking, Potholes and Repair Metric is a variation of the PSCM which also includes patches, potholes and sealed cracks
BT	PSCPRI		Flexible	xx.x	1	92.4	Pavement Surface Cracking, Potholes and Repair Index is a variation of the PSCI which also includes patches, potholes and sealed cracks
BU	Start_Coords__LAT_	Decimal Degrees		xx.xxxxxxxx	8	27.88503861	Latitude at start of segment in decimal degrees (WGS84)

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Column	Field Name	Units	Pavement Type	Format	Dec	Example Value	Description
A	SegmentID			xxxxxxxxxx		6539	Unique Segment ID as per the client provided network GIS
B	Road			xxxxxxxxxx		Wilson Ave	Road name as per the client provided network GIS
C	Primary_Direction_Collection			xxxxxx		TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
BV	Start_Coords__LON_	Decimal Degrees		xx.xxxxxxxx	8	-82.4893195	Longitude at start of segment in decimal degrees (WGS84)
BW	End_Coords__LAT_	Decimal Degrees		xx.xxxxxxxx	8	27.8841875	Latitude at end of segment in decimal degrees (WGS84)
BX	End_Coords__LON_	Decimal Degrees		xx.xxxxxxxx	8	-82.489277	Longitude at end of segment in decimal degrees (WGS84)
BY	SurveyDate	Date		mm/dd/yyyy		12/21/2023	Date of data collection.

The following table outlines our data dictionary specific to the rating of pavement conditions of paved alleyways (if applicable).

Column	Field Name	Units	Pavement Type	Format	Dec	Inf	Example Value	Description
A	SegmentID	n/a		xxxxxxxxxx	0	1	6539	Unique Segment ID as per the client provided network GIS
B	Road	n/a		xxxxxxxxxx		1	Wilson Ave	Road name as per the client provided network GIS
C	Road ID	n/a		xxxx	0	1	1010	Integer version of Road, Called Street Number in ESA - New field to be generated by Connect

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D	Sequence ID	n/a		xxx	0	1	10	Polyline order, called Block Number in ESA (use integers 1, 2, 3, etc) - New field to be generated by Connect
E	Supersegment ID	n/a		xxxxxxxxx	0	0	10048573	Segment grouping by logical treatment area - Imported into Connect from Excel; attached to network definition
F	From Street	n/a		xxxxxxxxx		1	North Rd	From Street in ESA - Imported into Connect from Excel; attached to network definition
G	To Street	n/a		xxxxxxxxx		1	N Main St	To Street in ESA - Imported into Connect from Excel; attached to network definition
H	Primary_Direction_Collection	n/a		xxxxxx		0	TRUE	True where collection matches digitized direction of GIS, False where collected opposite.
I	Direction	n/a		x		1	N	Predominant direction of travel, N/E/S/W based upon average heading value of the segment.
J	FunctionalClass	n/a		xxxxxxxxx		1	Collector	Client functional class from GIS (Local, Collector, Arterial, etc)
K	PavementType	n/a		xxxxx		1	ASP	Predominant pavement type observed over reporting interval
L	StartChain	Miles		x.xxx	3	0	2.653	Start chainage as defined for segment by the shp file
M	EndChain	Miles		x.xxx	3	0	2.751	End chainage as defined for segment by the shp file
N	Length	Feet		xxx	1	1	517.1	Chainage Length of the Segment in feet
O	Inform Link	URL				0		URL to launch Inform to beginning of this section
P	Image Path	File Path				0		This is the internal path to the first image of each segment (e.g. M:/Raw/Images/image1.jpg)
Q	ASP %	%	Flexible	xx.x	1	0	95.7	Percentage of segment that is ASP and not affected by any Event Flags
R	ASP Area	Square Feet	Flexible	xx.x	1	0	5762.0	Total accessible pavement area that is ASP and not affected by any Event Flags
S	Other %	%	Other	xx.x	1	0	96.6	Percentage of segment that is Other and not affected by any Event Flags
T	JCP %	%	Rigid	xx.x	1	0	4.3	Percentage of segment that is JCP and not affected by any Event Flags
U	JCP Area	Square Feet	Rigid	xx.x	1	0	291.2	Total accessible pavement area that is JCP and not affected by any Event Flags

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V	Valid %	%		xx.x	1	0	88.9	Percentage of the segment length containing valid data and not affected by any Event Flags
W	EventFlag					0	Bridge	Flag indicating presence of either Construction, Bridge, Railroad etc for which the data is invalidated
X	AssessableLength	Feet		xx.x	1	0	439.8	Assessable pavement length captured from IrisPRO Pave not affected by any Event Flags
Y	AssessableWidth	Feet		xx.x	1	0	13.1	Assessable pavement width captured from IrisPRO Pave not affected by any Event Flags
Z	AssessableArea	Square Feet		xx.x	1	0	5762.0	Assessable pavement area captured from IrisPRO Pave not affected by any Event Flags
AA	PavementLength	Feet		xx.x	1	0	439.8	Actual pavement length from aerial images - Imported into Connect from Excel; attached to network definition
AB	PavementWidth	Feet		xx.x	1	0	26.2	Actual pavement width from aerial images - Imported into Connect from Excel; attached to network definition
AC	Speed	mph		xx.x	1	0	75.4	Average speed of collection through segment
AD	MinSpeed	mph		xx.x	1	0	35.8	Minimum speed of collection through segment
AE	MaxSpeed	mph		xx.x	1	0	90.7	Maximum speed of collection through segment
AF	IRI Left	in/mi		xxx.x	1	1	222.8	Lane left IRI where speed is greater than 12.5mph (Average)
AG	IRI Right	in/mi		xxx.x	1	1	205.8	Lane right IRI where speed is greater than 12.5mph (Average)
AH	IRI Avg	in/mi		xxx.x	1	1	214.3	Lane average IRI where speed is greater than 12.5mph
AI	IRI %Invalid	%		xx.x	1	0	13.3	Percentage of segment where IRI has been invalidated due to low speed or Event Flags
AJ	Alligator_Low	Square Feet	Flexible	xx.x	1	0	23.5	Total area of low severity Alligator Cracking as defined by ASTM D6433
AK	Alligator_Mod	Square Feet	Flexible	xx.x	1	0	27.9	Total area of moderate severity Alligator Cracking as defined by ASTM D6433
AL	Alligator_High	Square Feet	Flexible	xx.x	1	0	12.2	Total area of high severity Alligator Cracking as defined by ASTM D6433
AM	LongTrans_Low	Feet	Flexible	xx.x	1	0	23.5	Total length of low severity Longitudinal & Transverse Cracking as defined by ASTM D6433

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AN	LongTrans_Mod	Feet	Flexible	xx.x	1	0	27.9	Total length of moderate severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AO	LongTrans_High	Feet	Flexible	xx.x	1	0	12.2	Total length of high severity Longitudinal & Transverse Cracking as defined by ASTM D6433
AP	PatchingUtilityCuts_Low	Square Feet	Flexible	xx.x	1	0	23.5	Total area of low severity Patching & Utility Cuts as defined by ASTM D6433
AQ	PatchingUtilityCuts_Mod	Square Feet	Flexible	xx.x	1	0	27.9	Total area of moderate severity Patching & Utility Cuts as defined by ASTM D6433
AR	PatchingUtilityCuts_High	Square Feet	Flexible	xx.x	1	0	12.2	Total area of high severity Patching & Utility Cuts as defined by ASTM D6433
AS	Pothole_Low		Flexible	x	0	0	10	Count of low severity Potholes as defined by ASTM D6433
AT	Pothole_Mod		Flexible	x	0	0	6	Count of moderate severity Potholes as defined by ASTM D6433
AU	Pothole_High		Flexible	x	0	0	3	Count of high severity Potholes as defined by ASTM D6433
AV	CornerBreak_Low		Rigid	xx	0	0	10	Count of low severity Corner Break as defined by ASTM D6433
AW	CornerBreak_Mod		Rigid	xx	0	0	6	Count of moderate severity Corner Break as defined by ASTM D6433
AX	CornerBreak_High		Rigid	xx	0	0	3	Count of high severity Corner Break as defined by ASTM D6433
AY	DividedSlab_Low		Rigid	xx	0	0	10	Count of low severity Divided Slab as defined by ASTM D6433
AZ	DividedSlab_Mod		Rigid	xx	0	0	6	Count of moderate severity Divided Slab as defined by ASTM D6433
BA	DividedSlab_High		Rigid	xx	0	0	3	Count of high severity Divided Slab as defined by ASTM D6433
BB	Faulting_Low		Rigid	xx	0	0	10	Count of low severity Faulting as defined by ASTM D6433
BC	Faulting_Mod		Rigid	xx	0	0	6	Count of moderate severity Faulting as defined by ASTM D6433
BD	Faulting_High		Rigid	xx	0	0	3	Count of high severity Faulting as defined by ASTM D6433
BE	Linear_Low		Rigid	xx	0	0	10	Count of low severity Linear Cracking as defined by ASTM D6433

BF	Linear_Mod		Rigid	xx	0	0	6	Count of moderate severity Linear Cracking as defined by ASTM D6433
BG	Linear_High		Rigid	xx	0	0	3	Count of high severity Linear Cracking as defined by ASTM D6433
BH	Patching(Large)UtilityCuts_Low		Rigid	xx	0	0	10	Count of low severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BI	Patching(Large)UtilityCuts_Mod		Rigid	xx	0	0	6	Count of moderate severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BJ	Patching(Large)UtilityCuts_High		Rigid	xx	0	0	3	Count of high severity Patching (Large) & Utility Cuts as defined by ASTM D6433
BK	Patching(Small)_Low		Rigid	xx	0	0	10	Count of low severity Patching (Small) as defined by ASTM D6433
BL	Patching(Small)_Mod		Rigid	xx	0	0	6	Count of moderate severity Patching (Small) as defined by ASTM D6433
BM	Patching(Small)_High		Rigid	xx	0	0	3	Count of high severity Patching (Small)as defined by ASTM D6433
BN	CornerSpalling_Low		Rigid	xx	0	0	6	Count of low severity Corner Spalling as defined by ASTM D6433
BO	CornerSpalling_Mod		Rigid	xx	0	0	3	Count of moderate severity Corner Spalling as defined by ASTM D6433
BP	CornerSpalling_High		Rigid	xx	0	0	10	Count of high severity Corner Spalling as defined by ASTM D6433
BQ	SlabCount		Rigid	xx	0	0	5	Count of slabs within the segment, not affected by any Event Flags
BR	L&T Crk / Linear Crk			xx.x	1	1	10.0	Distress Index field for ESA
BS	Alligator Crk / Divided Slab			xx.x	1	1	10.0	Distress Index field for ESA
BT	Map Crk (Block Crk) / Crnr Brk			xx.x	1	1	10.0	Distress Index field for ESA
BU	Edge Crk / Jnt Spall			xx.x	1	1	10.0	Distress Index field for ESA
BV	Distortions / Faulting			xx.x	1	1	10.0	Distress Index field for ESA
BW	Patches			xx.x	1	1	10.0	Distress Index field for ESA

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BX	Potholes			xx.x	1	1	10.0	Distress Index field for ESA
BY	Crossfall			xx.x	1	1	2.0	Crossfall, positive when right side is lower than left side
BZ	Grade			xx.x	1	1	5.3	Grade, positive when pitching uphill
CA	PCI			xx	0	1	85	Pavement Condition Index (PCI)
CB	PASER			xx	0	1	86	PASER score, calculated from the PCI
CC	Start_Coords (LAT)	Decimal Degrees		xx.xxxxxxxx	8	0	27.88503861	Latitude at start of segment in decimal degrees (WGS84)
CD	Start_Coords (LON)	Decimal Degrees		xx.xxxxxxxx	8	0	-82.4893195	Longitude at start of segment in decimal degrees (WGS84)
CE	End_Coords (LAT)	Decimal Degrees		xx.xxxxxxxx	8	0	27.8841875	Latitude at end of segment in decimal degrees (WGS84)
CF	End_Coords (LON)	Decimal Degrees		xx.xxxxxxxx	8	0	-82.489277	Longitude at end of segment in decimal degrees (WGS84)
CG	SurveyDate	Date		mm/dd/yyyy		1	12/21/2023	Date of data collection.

Staff Report

Meeting Date: February 23, 2026

Staff Contact: Keith Miller, Utilities Superintendent

Department: Public Works Department

Title: A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving an Agreement with Ferguson Waterworks, of Chicago, Illinois, for Neptune 360 Software Services

Recommendation:
Staff recommends authorizing the waiving of bids for the subscription services to Neptune 360 software through authorized regional sole source vendor, Ferguson Waterworks, of Chicago, Illinois. This Public Works maintenance item was reviewed and approved as part of FY 26 Public Works Department budget .

Policy Consideration:
In 2018, the City completed installation of an Automated Meter Reading (AMR) system project using Neptune water meters and Neptune AMR system. This project consisted of the replacement of failing and outdated water meters with predominantly Neptune water meters and the installation of 10,500 Neptune water meter interface units (MIUs) on each meter throughout the City. These MIU's work in conjunction with the fixed base AMR network, Neptune 360 to collect usage readings for billing purposes, as well as provide data for the City's My Water Use (WaterSmart) system, a web portal provided to residents and other water customers to monitor their water usage and also report leak alerts.

Ferguson Waterworks, Chicago, Illinois is the regional sole source vendor for the purchase and distribution of Neptune products including water meters, meter interface units (MIU's), and the Neptune 360 software. Without the Neptune 360 software, the City would not be able to remotely read our water meters. The City is unable to purchase or lease Neptune water-meter related products or software from any other vendor in our region.

The proposed agreement authorizes the Neptune 360 subscription through regional sole source vendor Ferguson Waterworks, Chicago, Illinois. The Resolution allows for annual renewals of the lease agreement to be executed by the City Manager. Pricing will be updated each year as part of the renewal agreement. The agreement can be canceled at any time with 60 days written notice.

The Public Works Department Water Distribution Section manages the purchase of water meters and associated meter reading accessories. Pertinent documents are available for review upon request by contacting the Department of Public Works.

Core Priorities:

Fiscal Stability

The cost of Neptune360 water meter reading software and annual maintenance is as follows:

- 2024 was $12,862.00
- 2025 was $24,015.51
- 2026 is $25,945.38

Sufficient funding exists in the Public Works Water Fund to pay for the replacement software and ongoing annual maintenance of the Neptune meter reading system.

Public Safety

Economic Development

Infrastructure Investment

Environmental Sustainability

Vibrancy

Attachments:

1. Resolution - Ferguson/Neptune 360

City of Highland Park

Resolution No. _____

A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving an Agreement with Ferguson Waterworks, of Chicago, Illinois, for Neptune 360 Software Services

WHEREAS, the City has identified the need to retain Neptune 360 software services to automatically read water meters across the City (collectively, the ***"Services"***); and

WHEREAS, Ferguson Waterworks, of Chicago, Illinois (***"Ferguson"***), has satisfactorily provided the Services to the City for the past several years; and

WHEREAS, the City and Ferguson now desire to enter a new agreement for the provision of the Services by Ferguson, for a total cost not to exceed $25,945.38 (***"Agreement"***); and

WHEREAS, pursuant to Section 30.070(A) of "The Highland Park Code of 1968," as amended, and in order to authorize the Agreement, the City Council has determined that it is appropriate to waive competitive bidding for the Agreement, in accordance with the City's Purchasing and Fixed Asset Policies and Procedures Manual (***"Purchasing Manual"***); and

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

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 the findings of the City Council.

SECTION TWO: WAIVER OF COMPETITIVE BIDDING REQUIREMENTS. The advertising and bidding requirements for the Agreement and the Services are hereby waived in accordance with the Purchasing Manual and the home rule powers of the City.

SECTION THREE: APPROVAL OF AGREEMENT. The Agreement by and between the City and Ferguson 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 FOUR: EXECUTION OF AGREEMENT. The City Manager is hereby authorized and directed to execute, on behalf of the City, the Agreement, and any other documents necessary to effectuate the Agreement, upon receipt by the City Clerk of at least one original copy of the Agreement executed by Ferguson; provided, however, that if the 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 will, at the option of the City Council, be null and void.

SECTION FIVE: EXECUTION OF FUTURE RENEWALS OF AGREEMENTS.

A. The City Council hereby authorizes the City Manager and the Deputy City Clerk to execute and attest, on behalf of the City, annual renewals of the Agreement with Ferguson (each a ***"Renewal"***); provided, however, that no Renewal may include any substantive changes to the terms of the Agreement, except upon the prior approval by the City Council, by resolution duly adopted.

B. This Section Five is not to be deemed or interpreted as obligating the City Manager to execute any Renewal. In the event that the City Manager determines, in her discretion, that a particular Renewal is not favorable to the City, then the City Manager is hereby authorized to reject such Renewal on behalf of the City.

SECTION SIX: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a vote of two-thirds of the City Council, and approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

AGREEMENT

FERGUSON WATERWORKS

FERGUSON WATERWORKS #2516
PO BOX 802817
CHICAGO, IL 60680-2817

EMAIL DUPLICATE INVOICE

Deliver To: 8479261000
From: Antonio Gattuso
anthony.gattuso@ferguson.com
Comments:

Please Contact With Questions:
701-293-5511

Invoice Number	Customer	Page
0542940	28809	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 25945.38

FERGUSON WATERWORKS #2516
PO BOX 802817
CHICAGO, IL 60680-2817

Sold To:
CITY OF HIGHLAND PARK
1707 ST JOHN AVE
METER ACCOUNT
HIGHLAND PARK, IL 60035

Ship To:
CITY OF HIGHLAND PARK
1707 ST JOHN AVE
HIGHLAND PARK, IL 60035

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
2791	2791	ILE	2026 SAAS	AGA	SAAS	01/06/2026	32537

Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount
10998	10998	N14099116	NEPTUNE 360 AMI 10001-20000	2.310	EA	25405.38
1	1	N13721008	ANNUAL ENTITLEMENT FEE BELTCLIP	540.000	EA	540.00

Invoice Sub-Total	25945.38
Tax	0.00
Total Amt	25945.38

TOTAL DUE ---> 25945.38

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT https://www.ferguson.com/content/website-info/terms-of-sale GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKETUNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Neptune® 360™ Software-as-a-Service

The Neptune® 360™ Cloud Platform delivers an intuitive, user-friendly design, making AMR and AMI meter reading data clear and easy to interpret. System-wide Key Performance Indicators and geographical views assist with identifying areas of concern and ways to maximize operational efficiency and improve overall customer service and quality of service.

Description of Services

The Neptune 360 Software-as-a-Service subscription provides the customer with a non-transferable license to access the Neptune 360 application for all internal personnel. The Customer shall not permit the use of the Service by any unauthorized third parties, unless mutually agreed in writing. The subscription includes the following services:

- Secure access to the Neptune 360 Platform which includes:
  - Neptune 360 Web App
  - Neptune 360 Mobile App
  - Neptune 360 Sync (required for Trimble Handheld compatibility) and
  - Application Programming Interfaces (if applicable)
- 24x7 Application and security monitoring
- Database preventive maintenance and scalability monitoring
- Software upgrades and updates, with prior notice via email
- Providing all server operating system and hardware updates requirements
- Data back-up and replication
- Data Security and Business Continuity Plan (BCP) processes
- Providing telephone support at 1-800-647-4832 Monday-Friday from 7:00am-5:00pm Central time, excluding corporate holidays and email support at support@neptunetg.com

Service Level Objectives

- **Availability**. Neptune will use commercially reasonable efforts to provide at least 99% uptime of the SaaS Application, less Maintenance Windows.
- **Ticket Issuance**. Neptune will open a trouble ticket upon the earlier to occur of: (i) when Neptune first observes an issue; or (ii) when Customer first reports the issue. If an issue relates to Customer's system and Neptune becomes aware of the issue, Neptune will promptly report this information to Customer. Technical support hours are Monday-Friday from 7am-5pm Central Time. Neptune's commitment is to open a ticket and respond to said ticket within 24 hours of issue identification.
- **Response Time**. The urgency and time to correct will be dependent upon the issue itself and its impact to the Customer to perform billing functions (a "Billing Impediment"). Neptune shall prioritize the correction of any Billing Impediment and shall endeavor to correct such problems within 72 hours after issue identification. Other issues are considered a bug and fixes will be implemented upon an assigned software major or minor release schedule.

Data Ownership

All data that is received from Neptune 360 Cloud Platform is captured, processed, stored, and accessed within the country in which the utility customer resides. Any data and information provided to Neptune by Customer or its Consumers ("Customer Data") remains the property of Customer. Customer grants to Neptune the right and license to host, access, store, and use the Customer Data for the purposes of providing and maintaining the Service. Upon expiration or failure to renew the Software-as-a-Service Subscription, Neptune will no longer provide the Service and Customer may no longer use the Application. Following such expiration, so long as Customer is current in all payments to Neptune, upon the written request of the Customer made within thirty (30) days after the effective date of the expiration, Neptune will use commercially reasonable efforts to provide an export or download of any Customer Data in a mutually agreed format. After such thirty (30) day period, Neptune has no obligation to maintain or provide the Customer Data.

Application Programming Interfaces

- **License**. For the sole purpose of creating an interface between the Application and software or applications licensed by Customer from third parties, the Subscription includes a non-exclusive, non-transferable license to use APIs as well as related documentation required for their implementation.
- **Limitations on Rights of Use**. Customer shall not use the API for any other purpose except as expressly authorized in writing. Customer has no rights to the object code or source code of the API. Customer may not disassemble, decompile, reverse translate or apply any other procedure to a non-source code delivered API. Any rights in API(s) and the Documentation not expressly granted to Customer in writing shall remain with Neptune.
- **Upgrades**. Neptune may make changes to the APIs from time to time. Neptune will make commercially reasonable efforts to maintain backward compatibility of the APIs but makes no guarantees and assumes no obligation to ensure backward compatibility. APIs may not remain compatible with third party software or programs after changes to the APIs, changes to third-party software or programs, or changes to the SaaS.

Disclaimer of Warranties

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Staff Report

Meeting Date: February 23, 2026

Staff Contact: Archana Mohanchandra, Building Division Manager
shawn norton

Department: Community Development Department

Title: An Ordinance Amending Chapters 93, 170, and 174 of "The Highland Park Code of 1968," as Amended, Regarding the City's Building Regulations

Recommendation:
Staff recommend amending the City's Building Code and Property Maintenance Code and eliminating guarantee deposits for driveway and driveway approach permits.

Policy Consideration:
On Feb. 9, 2026, staff provided a presentation and report to the Committee of a Whole providing an overview of this amendment package that will update the City's Building Code and Property Maintenance Code to the International Code Council's 2024 model code family, with local amendments. It also eliminates driveway and driveway approach permit deposits.

Core Priorities:
Public Safety - Keeping the City's Building Code and Property Maintenance Code up to date ensures the public safety, health and welfare as affected by building construction, and to secure safety to life and property from all hazards incident to the occupancy of buildings, structures, and premises

Economic Development - Building to modern up-to-date Building Codes helps ensure buildings and other construction development are of high value, and address modern residential and commercial needs.

Environmental Sustainability - Building to modern up-to-date Building Codes helps ensure buildings and other construction development benefit from higher energy efficiency and sustainability related features that not only save energy, but also prevent pollution.

Attachments:
1. Ordinance Amending Code to Update Building Code and Property Maintenance Code

2. Exhibit A Chapter 170 - Building Code Amendments Final Mar 1, 2026
3. Exhibit B Chapter 174 - Property Maint & Hsg Amendments Final Mar 1, 2026

City of Highland Park

Ordinance No. _____

An Ordinance Amending Chapters 93, 170, and 174 of "The Highland Park Code of 1968," as Amended, Regarding the City's Building Regulations

WHEREAS, Chapter 93, titled “Streets and Sidewalks,” of "The Highland Park Code of 1968," as amended (“***City Code***”), requires a building permit applicant to deposit a guarantee deposit (“***Guarantee Deposit***”) with the City for work related to driveways and driveway approaches; and

WHEREAS, Chapter 170, titled “Building Code,” of the City Code (“***Building Regulations***”) sets forth the City’s various regulations and restrictions pertaining to the public safety, health, and welfare for buildings and structures in the City; and

WHEREAS, Article II of the Building Regulations sets forth certain regulations and restrictions to ensure the public safety, health and welfare as affected by building construction and to secure safety to life and property from all hazards incident to the occupancy of buildings, structures, or premises (“***Building Code***”); and

WHEREAS, Article III of the Building Regulations sets forth certain regulations and restrictions to ensure the public safety, health and welfare as affected by hazards of fire, explosion, or dangerous conditions in buildings, structures, and premises in the City (“***Fire Code***”); and

WHEREAS, Article IV of the Building Regulations sets forth certain regulations and restrictions pertaining to the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, additions, use, or maintenance of one- and two- family dwellings and townhouses in the City (“***Residential Code***”); and

WHEREAS, Article V of the Building Regulations, known as "The City of Highland Park Mechanical Code" (**“*Mechanical Code***”), sets forth certain regulations and restrictions pertaining to the design, construction, installation, alteration, repair, location, and replacement of mechanical systems for structures in the City; and

WHEREAS, Article VI of the Building Regulations, known as "The City of Highland Park Fuel Gas Code" (“***Fuel Gas Code***”), sets forth certain regulations and restrictions to govern the design and installation of new fuel gas piping/storage or fuel gas systems and the alteration of fuel gas systems within the City; and

WHEREAS, Article VII of the Building Regulations, known as the "The Highland Park Plumbing Code" ("***Plumbing Code***"), sets forth certain regulations and restrictions to govern the design and installation of new plumbing or plumbing systems and the alteration of existing plumbing systems within the City; and

WHEREAS, Article VIII of the Building Regulations, known as the "The Highland Park Electrical Code" ("***Electrical Code***"), sets forth certain regulations and restrictions to safeguard persons and property from hazards arising from the use of electricity in the City; and

WHEREAS, Article XI of the Building Regulations, known as "The City of Highland Park Existing Building Code" ("***Existing Building Code***"), sets forth certain regulations and restrictions to ensure the public safety, health and welfare pertaining to the occupancy of existing buildings, structures, and premises in the City; and

WHEREAS, Article XII of the Building Regulations, known as "The City of Highland Park Swimming Pool and Spa Code" ("***Swimming Pool and Spa Code***"), sets forth certain regulations and restrictions to govern the construction, alteration, movement, replacement, repair, and maintenance of aquatic recreation facilities, pools, and spas in the City; and

WHEREAS, Article XIII of the Building Regulations ("***Elevator Safety Rules***") sets forth regulations and restrictions pertaining to the construction, operation, inspection, testing, maintenance, alteration, and repair of certain lifting equipment, including elevators, platform lifts, escalators, and dumbwaiters in the City; and

WHEREAS, Chapter 174 of the City Code, known as the "The Highland Park Property Maintenance Code" ("***Property Maintenance Code***"), sets forth certain regulations and restrictions to establish minimum requirements for the maintenance of existing buildings in the City; and

WHEREAS, the City Council desires to amend the City Code to: (i) remove the requirement for a Guarantee Deposit for building permits related to driveway and driveway approaches; and (ii) adopt the latest versions of the international, national, and state model codes upon which the Building Code, Fire Code, Residential Code, Mechanical Code, Fuel Gas Code, Plumbing Code, Electrical Code, Existing Building Code, Swimming Pool and Spa Code, Elevator Safety Rules, and Property Maintenance Code are based; and

WHEREAS, the City Council has determined that it will serve and be in the best interests of the City to amend the City Code pursuant to 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: STREETS AND SIDEWALKS. Chapter 93 of the City Code is hereby amended as follows:

"~~Sec. 93.208. - Guaranteed Deposits.~~

~~(A) Prior to the issuance of a driveway permit, the applicant shall deposit with the City a guaranteed deposit, in an amount determined by the Director of Public Works but not less than the amount set forth in the Annual Fee Resolution.~~

~~(B) The City shall have the right, but not the obligation, to deduct any cost of repair or replacement for any damage done to public property by the contractor in prosecution of the work for which a driveway permit has been issued, or the costs of completion or removal of any temporary or permanent driveway or driveway~~

~~approach, upon failure of the applicant to repair or to replace the damaged public property or to complete the driveway or driveway approach in conformity with the standards of this Chapter within ten days of receipt of a written demand therefor by the City.~~

~~(C) Upon final approval of the driveway or driveway approach for which the guaranteed deposit was required, the City shall return to the applicant the guaranteed deposit, less any amount deducted pursuant to Section 93.208(B) of this Chapter.~~

Sec. 93.210. - Time of Performance.

(A) If a driveway or driveway approach for which a driveway permit has been issued is not completed within six calendar months after the date of issuance of the permit, the Director of Public Works shall, except as provided in Section 93.210(B) of this Chapter, declare the applicant in default, and the driveway permit expired and void. Upon such declaration, the City may either (1) remove the uncompleted driveway approach removed and restore the site to the condition existing prior to issuance of the permit, or, (2) complete the driveway or driveway approach. ~~The cost of any removal or completion undertaken pursuant to this Section 93.210(A) shall be deducted from the guaranteed deposit, in accordance with Section 93.208(B) of this Chapter.~~

(B) The Director of Public Works may, in his or her sole discretion and for good cause shown, grant an extension of the time for completion of the work authorized by the driveway permit, for a period not to exceed 12 calendar months from the date of issuance of the permit."

SECTION THREE: BUILDING CODE. Chapter 170, titled "Building Code," of Title XVII, titled "Building Regulations," of the City Code is hereby amended in its entirety, and will hereafter read as set forth in **Exhibit A** attached to and, by this reference, made a part of this Ordinance.

SECTION FOUR: PROPERTY MAINTENANCE AND HOUSING CODE. Chapter 174, titled "Property Maintenance and Housing Code," of Title XVII, titled "Building Regulations," of the City Code is hereby retitled and amended in its entirety, and will hereafter read as set forth in **Exhibit B** attached to and, by this reference, made a part of this Ordinance.

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, approval, and publication in the manner provided by law; provided, however, that this Ordinance will not be effective prior to March 1, 2026.

[SIGNATURE PAGE FOLLOWS]

ADOPTED

AYES:

ADOPTED:

ORDINANCE NO.

Nancy R. Rotering, Mayor

ATTEST:

Ghida S. Neukirch, City Clerk

Additions are bold and double underlined; ~~deletions are struck through.~~

Exhibit A – Chapter 170 Building Code Amendments

Chapter 170, titled “Building Code,” of Title XVII, titled “Building Regulations”

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Chapter 170 - BUILDING CODE

ARTICLE I. – GENERAL

Sec. 170.101. - Purpose and Short Title.

The purpose of this Chapter is to provide minimum standards to ensure the public safety, health and welfare as they are affected by building construction, and to secure safety to life and property from all hazards incident to the occupancy of buildings, structures or premises. This Chapter states regulations in terms of measured performance rather than in rigid specification of materials whenever possible and, in this way, makes possible the acceptance of new materials and alternative methods and means of construction which can be evaluated by national standards, without the necessity of adopting cumbersome amendments.

Sec. 170.102. - Scope.

The provisions of this Chapter shall control all matters concerning the construction, alteration, addition, repair, removal, demolition, location, occupancy and maintenance of all buildings and structures, and shall apply to existing or proposed buildings and structures, except as such matters are otherwise provided for in other ordinances or statutes, or in the rules and regulations authorized for promulgation under the provisions of this Chapter.

(1) The regulations of this Chapter shall apply to all existing and proposed buildings and structures in the City.

(2) In the event that any provision of this Chapter is in conflict with any provision of the "City of Highland Park Zoning Ordinance of 1997," or any amendment thereto, the more restrictive provision shall control.

Sec. 170.103. - Appeal Process.

Any person directly impacted by the issuance or the denial of a building permit by the Director of Community Development (hereinafter referred to as the "Building Official") shall have the right to appeal such action, but only pursuant to and in accordance with the procedures set forth in this Section 170.103.

(1) General.
  (a) An application for appeal shall be submitted in writing and on the form provided by the Office of the City Manager.
  (b) An application for appeal shall be based on a claim that the true intent of this Chapter, or the rules legally adopted under this Chapter, have been incorrectly interpreted, or that the provisions of this Chapter do not fully apply.

(2) Appeal to City Manager. All appeals pursuant to this Section shall be filed in the Office of the City Manager within 30 days after the date of the issuance or the denial of the challenged building permit by the Building Official. Within ten days after the City Manager's receipt of a properly filed appeal, the Building Official shall deliver all records and findings regarding the appeal to the City Manager. The City Manager shall consider and decide the appeal within 30 days after receipt of the properly filed appeal. The City Manager may:
  (a) Affirm the decision of the Building Official; or
  (b) Overrule or modify the decision of the Building Official and direct the issuance, or the revocation of a previously issued, building permit.

At the expiration of the 30-day period, if the City Manager has not rendered a decision on the appeal, it shall be deemed that the City Manager has affirmed the decision of the Building Official.

(3) Appeal to City Council. The decision of the City Manager may be appealed to the City Council. The appeal shall be filed in the Office of the City Clerk and shall be on a form provided by the Office of the City Manager. Such appeal shall be submitted in writing within 30 days after the date on which the City Manager's decision is made, or is deemed to have been made. Within ten days after the City Council's receipt of a properly filed appeal, the City Manager shall deliver all records and findings regarding the appeal to the City Council. The City Council shall consider and decide such appeal at a regular or special meeting of the City Council within 45 days after receipt by the City Clerk of the properly filed appeal. The City Council may:

(a) Affirm the decision of the City Manager; or

(b) Overrule or modify the decision of the City Manager and direct the issuance, or the revocation of a previously issued, building permit.

At the expiration of the 45-day period, if the City Council has not rendered a decision on the appeal, it shall be deemed that the City Council has affirmed the decision of the City Manager.

(4) Successive Appeals. If (1) an appeal is not properly or timely filed, or (2) an appeal is filed and a final decision has been rendered by the City Manager or the City Council, then no new appeal shall be allowed to be filed, and no permit application shall be allowed to be resubmitted for a period of one year after the date of the Building Official's decision or, if applicable, the City Manager or City Council's decision, except on grounds of new evidence or proof of changed conditions found to be valid by the Building Official.

(5) Judicial Review. Any final decision of the City Council pursuant to this Section shall constitute a final determination for purposes of judicial review and shall be subject to review under the Illinois Administrative Review Law (735 ILCS 5/3-101 et seq.).

Sec. 170.104. - Temporary Occupancy.

(A) Where applicable under this Chapter, upon a written request from the permit applicant, the Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion, or portions, of the new or existing building and structure shall have all facilities necessary to be occupied in a safe and sanitary manner. Necessary preconditions to any such temporary occupancy include, but are not limited to as determined at the sole discretion of the Building Official:

(1) Adequate and safe access to and from any space that is occupied.

(2) Segregation of any occupied space from ongoing construction activities.

(3) Life safety completion, accessibility.

(B) No occupancy shall be permitted within any portion, or portions, of a new building or structure, within an existing building or structure having alterations, repairs, additions or change of occupancy, or upon any land until the premises have been inspected by the Building Official and have been determined to be in full compliance with the provisions of this Section 170.104 and all applicable regulations of Chapter 150 of the City Code.

Sec. 170.105. - Police Power Authorized.

The Building Official and other officers named who may assist the Building Official in case of violations of this Chapter are hereby authorized to use the police power of the City in a manner commensurate with the characteristics of the violation and the urgency, hazards, rights and interests of the public health and safety.

Sec. 170.106. - Required Surveys.

The property owner or permit applicant for any new structure or addition thereto greater than 1,000 square feet, or for any project requiring a variance for expanding the structure footprint, shall engage a licensed land surveyor to prepare and submit a survey to the City prior to the commencement of any framing of the structure or addition: (a) a spot survey depicting the distance from the foundation to each boundary of the property and the elevation of the foundation; and (b) for structures and additions with a roof height that is within five percent of the maximum height permitted pursuant to Chapter 150 of this Code, or for any project requiring a height variance, a roof height survey, certifying compliance with the height maximum in Chapter 150, prepared by a licensed surveyor.

Sec. 170.107. - Bonds.

No bond required under the provisions of this Chapter shall be approved unless it is conditioned, in addition to any other requirements set forth in this Chapter, upon the faithful observance and full compliance by the principal with the provisions of all applicable ordinances of the City, and upon the agreement of the principal to indemnify and hold harmless the City and any other person who may be injured thereby, against any and all loss, cost, damage or expense incurred directly or indirectly by reason of: (1) failure of the principal to observe any ordinance pertaining to the nature of the work for which the bond is given; (2) failure of the principal to observe all rules and regulations established under the authority of any ordinances of the City pertaining to the nature of the work in connection with which the bond is given; (3) negligence of the firm or its employees performing or protecting any work in connection with which the bond is given; or (4) failure of the principal to complete any error or omission which fails to comply with the applicable ordinances of the City.

Sec. 170.108. - Street Obstruction Permit.

(A) Permit Required. It shall be unlawful for any person, firm or corporation to deposit or store on any portion of any street, sidewalk, alley or public way, building materials, tools, equipment, fuels or other supplies for any building or structure in the course of being demolished, constructed, altered or repaired, unless a permit to obstruct such street, sidewalk, alley or other public way is first obtained from the Building Official. This Section shall not be construed as regulating moving vans delivering furniture and/or office equipment to any building.

(B) Application for Permit. All applications for street obstruction permits shall be made to the Director of Public Works or their designee and shall describe the location of the street, sidewalk, alley or public way proposed to be occupied, the use to be made for same and the length of time of such intended occupation. Should the Director of Public Works or their designee approve of such application, they shall direct the Building Official to issue a street obstruction permit to the applicant, provided the said applicant has complied with all the provisions of this Chapter as to bonds, fees and all other requisites in connection with such permit.

(C) Permit Fee. The fee to be paid to the City Manager or their duly authorized agent for a permit to obstruct a public right-of-way shall be the rate set forth in the Annual Fee Resolution for any street, pavement or portion thereof and the rate set forth in the Annual Fee Resolution for any portion of any sidewalk, alley, or other public way for each 90-day period or fractional part thereof during which such street, sidewalk, alley or public way is occupied for the use stated in the permit. In addition, there shall be a charge at the rate set forth in the Annual Fee Resolution per month per space for occupancy of any public automobile parking space in a non-residential district during the term of such street obstruction permit.

Sec. 170.109. - Street Obstruction Permit & Required Bond

(A) Before the Building Official shall issue a street obstruction permit, the applicant for such permit shall file with the Department of Community Development, on a form to be furnished by the City and approved by the by the Corporation Counsel, a bond in the penal sum of $50,000.00 with surety to be approved by the Building Official, and conditioned upon the faithful observance and performance of each condition of said permit and conditioned further to indemnify, save and keep harmless the City from any and all loss, costs, expense or liability of any kind whatsoever which said City may suffer or be put to, or which may be recovered from it by reason of the issuance of such permit, or by reason of any act or thing done, or neglected to be done, under or by virtue of the authority given in such permit. An annual bond may be given to cover street obstruction permits.

(B) *Cash Deposit.* In addition to the bond required, the applicant for a street obstruction permit shall deposit with the City Manager or his or her duly authorized agent for each permit obtained, cash in the amount of $50.00 or more if deemed necessary by the City Director of Public Works. From this amount shall be deducted any cost of repair or replacement for any damage done to public property by the contractor in prosecution of the work for which a permit has been issued, if the contractor fails to repair, replace or restore the damaged public property in as good or better than the original condition, or for failure to maintain the construction site in a safe, satisfactory and clean condition with required barricades, caution lights and removal of debris. Such deposit or the residuum thereof, in the event of deduction for damage to public property, shall be returned upon application of the depositor and after inspection and approval of the work by the Superintendent of Streets.

(C) *Building Permit Deposit.* The deposit required pursuant to Section 170.109(B) of this Chapter shall also apply to building permits issued for new buildings and other proposed construction. Further, the applicant shall deliver to the City a cash deposit in the amount of one percent of the estimated cost of construction, but not less than $50.00, when deemed necessary by the Building Official.

Sec. 170.110. - Limits of Street Occupation.

(A) Time Limits. The permission to occupy streets, sidewalks, alleys or public ways, for the purpose of building is intended only for imperative use in connection with the actual erection, repair, alteration, wrecking or removal of buildings, and shall terminate with the completion of such operation and at as such earlier time as the Director of Public Works or their designee shall find feasible and require. It shall be unlawful to occupy any street, sidewalk, alley or public way after the completion of the operation for which a permit has been issued by the Building Official. It shall also be unlawful to occupy any street, sidewalk, alley or public way under authority of such permit, for the storage of articles not intended for immediate use in connection with the operation for which such permit has been issued. Failure to remove immediately from such sidewalk, alley or public way any building material, tools, equipment, fuels, or other supplies on notice to do so from the Building Official or the Director of Public Works or their designee shall subject the owner or contractor so notified to the general penalty provided for pursuant to Section 170.199 and forfeiture of any deposits.

(B) Space Limit. The occupation of any street, sidewalk, alley or public way for the storage of building, material, including temporary sidewalks for any one building, shall never extend more than one-third of the way across the street or alley, (measured from lot line to lot line), nor to a greater extent than authorized by the Building Official or the Director of Public Works or their designee.

(C) It shall be unlawful to occupy with building material any street, sidewalk, alley or public way or any part thereof other than that immediately in front of the lot or land upon which the building is being erected; provided that if the written consent of the owners of properties adjoining the site of any proposed building is first obtained and filed with the Director of Public Works or their designee, the occupation of the street, sidewalk, alley or public

way may be extended in front of the property so consenting, upon the same terms and conditions as those herein fixed for the occupation of the street in front of the building site.

(D) During the progress of building operations, a sidewalk not less than five feet in width (or any equal width of a clean, hard, paved roadway, available and made safe for a footway) shall at all times be kept open, clean, and unobstructed for the purpose and use as a passageway in front of such lot or lots.

(E) It is not intended hereby to prohibit the maintenance of a driveway for the delivery of material across such sidewalk from the curb line to the building site; but such driveway shall conform to the directions of the Director of Public Works or their designee.

Sec. 170.111. - Elevated Sidewalks and Scaffolds.

(A) Elevated Sidewalks. It shall be unlawful, under specific provisions of a street occupation permit, and for the purposes of delivering material to the basement of a building in the process of erection, to erect elevated temporary sidewalks to a height exceeding four feet above the curb level of the street. In case a sidewalk is so elevated, it shall be provided with good, substantial steps or easy inclines on both ends of the same, and shall have substantial railings on both sides thereof.

(B) Scaffolds. All scaffolds, enclosures, covers or other structures placed on or over any street, sidewalk, alley or public way shall be so designed and constructed to protect all persons on public or privately owned property adjacent to the public ways from falling debris or any other damage or injury due to the construction, operations or structures so placed.

Sec. 170.112. - Excavated Material and Rubbish.

(A) Earth (other than sand or gravel to be used in the construction of the building) taken from excavations, and shavings, straw, loose materials, or rubbish taken from buildings, shall not be stored either upon the street, sidewalk, alley or public way, but must be removed from day to day as rapidly as produced. When materials or rubbish causing dust are to be handled, they must be kept watered down sufficiently to eliminate any such dust.

(B) Rubbish or surplus materials shall not be thrown, cast or swept from any floor above the ground floor or from any roof, but shall either be carried down or lowered in such manner as not to cause dust, or conveyed to the ground through dust-proof chutes. All building operations shall be conducted in such reasonable manner as will least inconvenience the public and occupants of adjoining property.

Sec. 170.113. - Protection of Public Utilities and Trees.

(A) Materials, fences or sheds shall not be placed within the dripline of any tree, nor within six feet of the rail of any railway, nor render inaccessible any valve changer, manhole, coal chute, fire hydrant, alarm box or catch basin. All gutters shall be kept free and clear at all times. Materials and equipment shall be so placed and guarded as to protect the clothing of persons passing, and shall be promptly removed from any street, sidewalk, alley or public way on order of the Building Official.

(B) It shall be unlawful for any person, firm or corporation to bruise, bend, break, cut, saw or in anywise mutilate or otherwise injure or damage any tree or shrubbery, or the roots or branches thereof planted in and along any street, sidewalk, alley or public way, or place in the City, without first obtaining the consent of the City Forester.

Sec. 170.114. - Restoration of Streets and Sidewalks.

Whenever any street, sidewalk, alley or public way is damaged by the erection or alteration of any building abutting thereon by reason of the construction thereof, the same shall be restored by, or at the expense of, the owner of the building involved or their contractor to a condition as good and serviceable as prior to the beginning of the work.

Sec. 170.115. - Barricades, Covers and Lights.

(A) Barricades. Any excavation for structures on or within six feet of any public way shall at all times be guarded by a substantial railing or barricade not less than four feet high.

(B) Covers. Whenever practical or when determined necessary by the Building Official or the Director of Public Works, excavations on or within six feet of any public way shall be covered with planking or other suitable material adequate to support persons walking on such covers.

(C) Lights. Sufficient caution lights and barricades plainly visible during daylight or darkness shall be displayed and maintained at each excavation, pile of materials, fence or other obstruction on any street, sidewalk, alley or public way.

(D) Removal of Lights, Covers or Barricades. Whoever without legal cause, removes, extinguishes or disturbs a light, cover or barricade so placed shall be fined in an amount set forth in the Annual Fee Resolution.

Sec. 170.116. - Existing or Proposed Structures on Public Street.

(A) All structures now existing or proposed to be constructed on any public street, sidewalk, alley or public way other than those specifically provided for in this Section or by other appropriate ordinance shall comply with the provisions of this Section.

(B) Existing Structures. Owners of any structure, now existing under, on or over any public street, sidewalk, alley or public way, other than public utilities owned and maintained by the City or by a public utility company authorized by the Illinois Commerce Commission, shall file with the Building Official evidence of a public liability and property damage insurance policy. Said policy of public liability and property damage insurance in an amount of not less than $200,000.00 shall be issued or endorsed in the name of the City and shall insure and save harmless the City from any and all liability, damages, judgments, costs or expenses which the City may incur or suffer by reason of the existence of such a structure. The City shall reserve the right to cause the removal of the structure at the expense of the owner thereof at any time the City Council may by ordinance or otherwise direct the removal thereof.

(C) Proposed Structures. No new structure may be constructed on, under or over any public street, sidewalk, alley or public way, other than public utilities owned and maintained by the City or by a public utility company authorized by the Illinois Commerce Commission, except in accordance and compliance with Section 93.063 of this Code.

Sec. 170.117. - Combustible Materials.

No dwelling, nor place of habitation, nor any part thereof, nor the lot upon which it is situated, shall be used as a place of storage, keeping or handling of any article dangerous or detrimental to life or health; nor of any combustible article, except under such conditions as may be prescribed by the Building Official under authority of a written permit issued by him.

Sec. 170.118. - Storage of Combustible Materials.

When lumber, boxes or other combustible material is located or piled in such a manner as in the opinion of the Building Code Official is dangerous to life and property, such lumber, boxes or other combustible material shall be classed as a dangerous building, and for the purposes of this Chapter shall be treated accordingly. Authority is hereby given the Building Official to regulate and remove the same as he may find necessary.

Sec. 170.119. - Signed and Sealed Construction Documents as Required by Law.

(A) No permit shall be granted or plans approved for scope of work that requires new structural elements or modifications to existing structural elements, unless such plans are signed and sealed by a registered architect as required by the Illinois Architectural Practice Act of 1989 (225 ILCS 305 et seq.), or a registered professional engineer as required in the Professional Engineering Practice Act of 1989 (225 ILCS 325 et seq.), or a registered structural engineer as required in the Structural Engineering Practice Act of 1989 (225 ILCS 340 et seq.).

(B) In addition to any other permit requirements under this Chapter, no permit shall be granted, or plans approved, for any telecommunications facility (as defined in Chapter 53 of the City Code) or for any cellular telephone facility (as defined in Chapter 150 of the City Code), including free standing facilities and building mounted facilities, unless the plans and specifications for such telecommunications or cellular telephone facility have been approved, signed, and sealed by an Illinois registered professional engineer or Illinois Licensed Structural Engineer, affirmatively stating that such plans and specifications fully comply with all Federal Communications Commission regulations concerning radio frequency electromagnetic fields. Where a telecommunications or cellular telephone facility is a categorically excluded facility under the Federal Communications Commission regulations, the Illinois registered professional engineer shall certify that fact. Nothing under this subsection shall be deemed to preclude the requirement of complying with, and obtaining, all necessary approvals under, any other provision of this Code, including, without limitation the City of Highland Park Zoning Code of 1997, as amended, set forth in Chapter 150 of the City Code.

Sec. 170.120. - Street and Public Service Facilities Required.

No permit shall be issued to erect any building for any habitation upon any lot or parcel of land unless a highway, road, street or way for public service facilities improved with water mains and sanitary sewers, pavement, storm sewer, curb and gutter immediately adjacent to such lot or parcel of land is provided to serve such lot or parcel of land and installed in accordance with the City standards.

Sec. 170.121. - Inspection Fees Established.

Unless provided for elsewhere in this Chapter or any other ordinance of the City, the fees for permits and inspection required by this Chapter shall be as set forth in the Annual Fee Resolution.

Sec. 170.122. - Demolition of Dwellings.

(A) *Applicability and Purpose.* It shall be unlawful to cause the demolition of, and no permit for demolition may be issued by the City for, any residential building located in a Covered Residential District without first complying with the requirements of this Section. The purpose of this Section is to inform and educate property owners, the housing market and the general public of the historic and architectural significance of properties in the City, and of opportunities to preserve historically and architecturally significant properties, through sale, relocation, rehabilitation, restoration, and other alternatives prior to demolition; to facilitate documentation of significant properties prior to their loss by demolition; and to raise general public awareness and appreciation for historic resources within the City.

(B) *Definitions.* For purposes of this Section 170.122, capitalized words and phrases shall be defined as set forth in this Section or in Section 24.005 of Chapter 24 of the City Code ("Historic Preservation Regulations"), except that for the purposes of this Section 170.122:

Commission means the Historic Preservation Commission of the City.

Covered Residential District means the R1, R2, R3, R4, R5, R5A, R6, R7, RM1, and RM2 Residential Zoning Districts, as set forth in Chapter 150 of the City Code.

Demolition means any act or process within the control of the Owner of a structure that results in the removal or destruction of 50 percent or more of the structure as it existed prior to the commencement of such act or process.

Demolition Delay Period means the 180-day or 365-day period imposed pursuant to Section 170.122(E) of this Chapter.

Significant Demolition Application means any complete application for a permit for a demolition within a covered residential district.

(C) *Historic Preservation Commission.* All significant demolition applications shall be submitted to the Commission within ten days after the date on which the completed permit application has been submitted to the City ("application completion date"); provided, however, that the City shall not be required to submit a significant demolition application to the Commission, and no Commission review conducted pursuant to this Section shall be required, if:

(1) The significant demolition application is for demolition of a structure that has been identified in the City of Highland Park Comprehensive Architectural Survey as "non-contributing," and
(2) The Historic Preservation Commission Chairman approves, in advance and in writing, the Significant Demolition Application.

(D) *Application Requirements; Utilities Disconnection.* No significant demolition application shall be deemed complete unless and until the application meets the requirements of the building Code including, without limitation, the payment of all applicable fees and the submission of any site management plans and other required submittals. A significant demolition application shall be deemed complete by the Code Official prior to receipt by the City of disconnection notices from providers of utilities to the structure or building; provided, however, that no permit to demolish or remove a structure shall be issued until receipt by the City of all required disconnection notices from providers of utilities to the structure or building.

(E) *Historic Preservation Commission Review.*

(1) Within 60 days after the application completion date, the Historic Preservation Commission shall hold a meeting to determine whether the structure that is the subject of the application satisfies one or more, or none, of the landmark designation criteria set forth in Section 24.015 of the historic preservation regulations ("landmark standards").
(2) Determination of Significance and Demolition Delay Period.
    (a) If the Historic Preservation Commission determines that the structure that is the subject of the significant demolition application satisfies four or more of the landmark standards, and has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or rehabilitation, then the commission shall impose a 365-day demolition delay period on such structure.
    (b) If the Historic Preservation Commission determines that the structure that is the subject of the significant demolition application satisfies two or three of the landmark standards, and has sufficient integrity of location, design, materials, and workmanship to make it worthy of

preservation or rehabilitation, then the commission shall impose a 180-day demolition delay period on such structure.

(c) If the Historic Preservation Commission determines that the structure that is the subject of the significant demolition application satisfies one or none of the landmark standards, or does not have sufficient integrity of location, design, materials, or workmanship to make it worthy of preservation or rehabilitation, then the City shall proceed immediately to process the application pursuant to all other applicable provisions of this Code.

(d) The demolition delay period will begin on the date that the significant demolition application is deemed complete pursuant to Section 170.122(D) of this Chapter.

(e) No structure may be demolished, and no demolition permit may be issued for a structure, during any demolition delay period imposed by the Commission on such structure.

(f) The imposition of any demolition delay period pursuant to Sections 170.122(E)(2)(a) or 170.122(E)(2)(b) may be appealed by the applicant to the City Council by filing an appeal in writing with the office of the City Manager within 15 days after the date on which the Commission makes its determination. On appeal, the City Council may: (i) uphold the determination of the Commission; (ii) reduce a 365-day demolition delay period to 180 days, if the City Council determines that the structure that is the subject of the significant demolition application satisfies two or three (but not four or more) of the landmark standards, and has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or rehabilitation; or (iii) reverse the determination of the commission and terminate the demolition delay period, if the City Council determines that the structure that is the subject of the significant demolition application either: (A) satisfies one or none of the landmark standards; or (B) does not have sufficient integrity of location, design, materials, or workmanship to make it worthy of preservation or rehabilitation.

(3) *Education and Outreach During Demolition Delay Period.* The City shall undertake historic documentation of the structure subject to the demolition delay period, including photographs and collection of records. The City shall utilize standard communication channels, including all practicable, best-practice, and commonly used methods, to provide information to the public concerning the proposed demolition and the historic nature of the structure. The Commission must hold a public meeting to inform the applicant of the historical significance of the structure, and work with the owners of the structure to discuss alternatives to demolition.

(4) *Termination of Demolition Delay Period.* Notwithstanding 170.122(E)(2) and 170.122(E)(3) of this Code, the demolition delay period may be terminated early, as follows:

(a) The Commission shall terminate the demolition delay period at any time in the event it determines that the structure that is the subject of the significant demolition application does not satisfy any of the landmark standards.

(b) The Commission may terminate the demolition delay period at any time in the event that it determines, based upon evidence submitted by the applicant, that a bona fide, reasonable, and unsuccessful effort has been made to sell the structure for which a demolition permit has been sought, in a manner consistent with the requirements set forth in Section 170.122(E)(3) of this Code, and/or that further time will not reasonably be expected to result in a sale or otherwise to result in the avoidance of the necessity to demolish the structure.

(c) The City Council may terminate the demolition delay period at any time, if the structure for

which a demolition permit has been sought was subject to a previous review period under this Section 170.122 at any time during the preceding three years, but only if the City Council determines, based upon evidence submitted by the applicant, that a bona fide, reasonable, and unsuccessful effort has been made to sell the structure for which a demolition permit has been sought, and/or that further time will not reasonably be expected to result in a sale or otherwise to result in the avoidance of the necessity to demolish the structure.

(d) The Commission may terminate the demolition delay period at any time in the event that the applicant agrees to subject the proposed demolition to the Commission consultations and standards that govern the issuance of a certificate of appropriateness as set forth in Section 24.030 of this Code. The Commission's decision pursuant to this 170.122(E)(4)(d) shall be subject to such terms and conditions as the Commission shall deem reasonable and appropriate. If the Commission determines that the standards and criteria for a certificate of appropriateness, and such other terms and conditions as the Commission may impose, regarding any inadvertent demolition of a structure or regulated structure, have been satisfied, the penalties for unauthorized demolition under 170.122(I) of this Code may be reduced or waived in their entirety by the Commission.

(F) *Emergency Permit.* A demolition permit may be issued by the Building Official upon the code official's determination that demolition of the structure is necessary to eliminate or prevent a threat to public safety. If the Building Official makes that determination on a significant demolition application, the application shall not be submitted to the Historic Preservation Commission as otherwise required by this Section and the provisions of all other provisions of this Section shall not apply.

(G) *Other Building Permits During Review of Significant Demolition Application.* Once a significant demolition application has been filed with the City, building permits may be applied for, but no other building permits shall be issued for any new or other construction on the property on which the proposed demolition will take place, unless the Commission determines that such permit and such new or other construction will not be inconsistent with the purposes and intent of this Section 170.122, or until the permit related to a significant demolition application has been authorized in accordance with this Section.

(H) *Expiration of Right to Demolish.* If the structure that is the subject of a significant demolition application is not demolished within 365 days after the expiration or termination of any demolition delay period imposed pursuant to this Section 170.122, as may be extended in accordance with the provisions of this Chapter 170, or, if no demolition delay period was imposed, within two years after the date that the significant demolition application was deemed complete pursuant to Section 170.122(D) of this Chapter, then such structure may not be demolished, and no permit for the demolition of such structure may be issued, prior to the submission and review of a new significant demolition application pursuant to this Section 170.122.

(I) *Penalties.* Any person that violates any provision of this Section shall be subject to the following fines, in addition to any other applicable penalties, fines, and punishments as provided in this Chapter or by law.

(J) *Affordable Housing Demolition Tax.*

(1) *Tax Imposed and Dedicated.* Any person granted a demolition permit under this Section for a residential structure (as defined in Chapter 150 of the City Code) shall pay an affordable housing demolition tax at the rate set forth in the annual fee resolution (a) for the demolition of any single family residential structure (as defined in Chapter 150 of the City Code), or (b) for the demolition of any multiple-family residential structure (as defined in Chapter 150 of the City Code), at either the rate set forth in the annual fee resolution or the rate set forth in the annual fee resolution for each

unit in the structure, whichever amount is more. The tax imposed pursuant to this subsection shall be in addition to the demolition permit fee set forth in the Annual Fee Resolution, and all other applicable fees and charges. Payment of the affordable housing demolition tax shall be due upon issuance of a demolition permit by the department. The funds received by the City for the amount imposed pursuant to this subsection 170.122(J) shall be dedicated and transferred to the "housing trust fund" established and operating pursuant to Section 33.1133 of the City Code and to the multi-modal transportation fund of the City, all according to the percentages set forth in the annual fee resolution.

(2) *Special Applicability Rules.* Notwithstanding the general requirement set forth in paragraph (1) of this subsection, the affordable housing demolition tax will not apply under the following circumstances upon filing of an application on a form provided and prepared by the City; provided however, that this Section 170.122(J)(2) does not affect an applicant's obligation to pay the demolition permit fee set forth in the Annual Fee Resolution.

(a) If the applicant and the Housing Commission enter into an agreement for the provision of "affordable housing" (as defined in Section 33.1133 of this Code), by the applicant in conjunction with the demolition that would otherwise be the subject of the affordable housing demolition tax. Any such agreement shall specifically set forth the applicability of this subparagraph with regard to the affordable housing demolition tax otherwise required under this subsection. The waiver of the affordable housing demolition tax under this Section 170.122(J)(2)(a) shall only apply to affordable units. The affordable housing demolition tax, and all other applicable fees and costs under this Code, shall apply to all market rate units.

(b) If the applicant establishes, through a professionally prepared appraisal or other reliable evidence, to the satisfaction of the Building Official, that the building or structure replacing the building or structure that is the subject of the demolition permit constitutes affordable housing under Section 33.1133 of this Code.

(c) If: (i) the applicant has been the record title owner of the property on which the demolition is proposed for all of the five years immediately preceding the date of the application ("pre-permit period"); (ii) the property has been the primary residence of the applicant throughout the pre-permit period; (iii) the applicant remains the record title owner of the property at all times after the pre-permit period until the date that is five years immediately after the date on which the certificate of occupancy for the new structure is issued ("post-permit period"); and (iv) the property remains the primary residence of the applicant throughout the post-permit period. To qualify under this subparagraph, the applicant shall submit, in addition to other required application materials, title documents establishing the applicant's ownership and use of the property as his or her primary residence during the entire pre-permit period, as well as a sworn statement of the applicant's intention to retain ownership of the property and to use the property as his or her primary residence for the entire post-permit period. As a pre-condition to the applicability of this subparagraph and to the issuance of a demolition permit and certificate of occupancy, the applicant shall provide, for recordation by the City against the property, such covenants, on forms prepared and provided by the City, that will run with and bind the property. The covenant will require the payment of the full amount of the affordable housing demolition tax, including five percent per annum interest from the date the permit was issued, if the applicant transfers ownership of the property, or no longer uses the property as his or her primary residence, at any time during the post-permit period. No transfer stamps or other City approvals will be issued in relation to any transfer of the property during the post-permit period unless and until the affordable housing demolition tax,

including the required interest, has first been paid in full to the City.

(d) If the applicant establishes, to the satisfaction of the Building Official, (i) that the demolition subject to the demolition permit is necessary due to the medical condition of the owner of the building or structure to be demolished ("demolition building"); and (ii) that the building or structure replacing the demolition building ("replacement building") shall be occupied by the owner and that said owner qualifies as a low-income or moderate-income household under the definitions set forth in Section 33.1133(A) of this Code, as evidenced by such documents and information, including without limitation tax returns and pay stubs, as the Building Official may reasonably require. For purposes of this subparagraph, in order to establish that a demolition is "necessary due to the medical condition of the owner of the building or structure," the applicant must, at a minimum, provide the following:

(i) A sworn statement by a medical doctor licensed to practice medicine in Illinois, describing the medical condition at issue and verifying that the proposed demolition \ and construction of the replacement building is necessary as a direct result of the medical condition of the owner.

(ii) Official medical records describing the medical condition that requires the demolition of the demolition building and construction of the replacement building.

(iii) Such other relevant information as may be provided by the applicant, or requested by the City, that is necessary to establish the requirements of this subparagraph.

(e) If the applicant establishes to the satisfaction of the Building Official that structural measures must be undertaken that would typically qualify as a "demolition" pursuant to subsection 170.122(E) of this Chapter due to extensive damage to the building or structure caused by force majeure or accidental fire. For purposes of this subparagraph, force majeure shall mean acts of God beyond the owner's reasonable control and reasonable ability to remedy; provided, however, that for purposes of this subparagraph force majeure shall not include damage caused by the owner, an agent or employee of the owner, or a third party in privity with the owner. For the purposes of this subparagraph, accidental fire shall mean a fire not caused by arson or foul play.

(f) If the applicant is the record title owner of the property on which the demolition is proposed from the date of the application until the date that is 10 years immediately after the issuance of the certificate of occupancy for the new structure ("new owner post-permit period") and the property remains the primary residence of the applicant at all times throughout the new owner post-permit period. To qualify under this subparagraph, the applicant must submit all documents required by Section 170.122(J)(2)(c) of this Chapter. As a pre-condition to the applicability of this Section 170.122(J)(2)(c) and to the issuance of a demolition permit and certificate of occupancy, the applicant must provide, for recordation by the City against the property, covenants required by Section 170.122(J)(2)(c) of this Chapter, which covenants must include the requirement of the payment of five percent per annum interest from the date the permit was issued, if the applicant transfers ownership of the property, or no longer uses the property as their primary residence, at any time during the new owner post-permit period. No transfer stamps or other City approvals will be issued in relation to any transfer of the property during the new owner post-permit period unless and until the affordable housing demolition tax, including the required interest, has first been paid in full to the City.

(3) *Deferral of Payment of Tax.* Payment of the tax imposed pursuant to this subsection 170.122(I) may be deferred until an application is filed pursuant to this Chapter for a building permit for the property on which the demolition is proposed ("subject property"), or until a plat of subdivision is recorded against

the subject property, in accordance with the following:

(a) The tax imposed pursuant to this subsection 170.122(I) shall not be deferred for any subject property if a title, beneficial, or equitable interest in the subject property is held by any person who either: (i) simultaneously holds a title, beneficial or equitable interest in any parcel or tract of land that is adjacent to the subject property (an "adjacent property"); or (ii) is the child, spouse, sibling or parent of any person who simultaneously holds a title, beneficial or equitable interest in an adjacent property; provided, however, that if the person who holds the interest in the adjacent property uses such adjacent property as his or her primary residence, the tax imposed pursuant to this subsection 170.122(I) may be deferred pursuant to this subparagraph 170.122(I)(3) if that person has not previously deferred payment of tax pursuant to this paragraph 170.122(I)(3).

(b) Prior to the issuance of a demolition permit for the subject property, the owner of the subject property shall execute and record against the subject property, in the office of the Lake County Recorder, a tax payment and property maintenance covenant ("covenant"), which covenant shall be in a form provided by the City, and shall contain, at a minimum, the following provisions:

(i) The then-owners of the subject property shall pay to the City the amount of tax required pursuant to subparagraph 170.122(I)(3)(c) of this Chapter upon either:

1. The filing of an application pursuant to this Chapter for a building permit for the subject property; or
2. The recordation of a plat of subdivision or plat of consolidation against the subject property.

(ii) No new structures shall be constructed on the subject property until the then-owners of the subject property submit payment to the City of the tax required pursuant to subparagraph 170.122(I)(3)(c) of this Chapter;

(iii) Until a building permit is issued pursuant to this Chapter for the subject property, the subject property shall be landscaped and maintained in accordance with a maintenance plan, which maintenance plan shall (A) be approved in advance by the Building Official; (B) shall be attached as an exhibit to the covenant; and (C) at a minimum, require the backfill of all excavations on the subject property, the removal of all concrete and asphalt pavement and all garbage, debris, and litter from the subject property, the trimming and mowing to a neat condition of all trees, bushes, and grass on the subject property, the spread of black topsoil over the entire subject property at a minimum depth of four inches, and the sodding or seeding of the topsoil; and

(iv) The City shall have the right, but not the obligation, to enforce the terms of the covenant.

(c) For any property for which the tax imposed by this subsection 170.122(I) is deferred pursuant to this paragraph 170.122(I)(3), the amount of the tax shall be the greater of: (i) the amount of the tax imposed pursuant to this subsection 170.122(I) as of the date on which payment of the tax is due, as determined pursuant to subparagraph 170.122(I)(3)(b)(i) of this Chapter; and (ii) 150 percent of the amount of the tax imposed pursuant to this subsection 170.122(I) as of the date of recordation of the covenant.

(4) *General Applicability.* Imposition of the tax imposed pursuant to this subsection shall not apply to any demolition for which a complete and proper application for the demolition permit was on file with the City on or before May 29, 2002, being the effective date of this subsection.

Sec. 170.123. - Construction and Demolition Debris Recycling.

(A) Purpose. The purpose of this Section 170.123 is to establish requirements for construction and demolition debris diversion to encourage current recycling efforts and other appropriate uses, and to support practices and procedures that promote sustainability.

(B) *Definitions.* For the purposes of this Section 170.123, the following words or phrases shall have the following meaning, except when the context otherwise indicates:

Alternate Daily Cover means C&D debris that is processed for use as a municipal solid waste landfill unit as alternative daily cover, road building material, or drainage structure building material in accordance with the landfill's waste disposal permit issued by the Illinois Environmental Protection Agency.

Construction means all on-site work done in building new structures or additions to structures from land clearance to completion, including, without limitation, excavation, erection, and the assembly and installation of components and equipment.

Construction and Demolition Debris or C&D debris means non-hazardous, uncontaminated materials resulting from the construction, remodeling, repair, and demolition of utilities, structures, and roads, limited to the following: bricks, concrete, and other masonry materials; soil; rock; wood, including non-hazardous painted, treated and coated wood and wood products; wall coverings; plaster; drywall; plumbing fixtures; non-asbestos insulation; roofing shingles and other roof coverings; reclaimed or other asphalt pavement; glass; plastics that are not sealed in a manner that conceals waste; electrical wiring and components containing no hazardous substances; and corrugated cardboard, piping or metals incidental to any of those materials. (This is the definition in the Illinois Environmental Protection Act, 415 ILCS 5/3.160)

Covered Project means any construction, renovation, or demolition activity that includes, without limitation, either: (a) the construction of a new principal structure; (b) the demolition of a principal structure; or (c) renovation and/or addition of more than 2,500 square feet.

Demolition means any act or process within the control of the owner of a structure that results in the removal or destruction of 50 percent or more of the structure as it existed prior to the commencement of such act or process.

Divert or Diversion means to manage, sort and process C&D debris into recyclable C&D debris, recovered wood, and/or alternate daily cover.

Inert Debris means those materials which are virtually inert, such as rock, brick and concrete.

Recovered Wood means wood that has been salvaged from C&D debris and processed for use as fuel, as authorized by applicable state or federal environmental regulatory authority, and supplied only to intermediate processing facilities for sizing, or to combustion facilities for use as fuel, that have obtained all necessary waste management and air permits for handling and combustion of the fuel.

Recyclable C&D Debris means C&D debris that has been rendered reusable and is reused or that would otherwise be disposed of or discarded but is collected, separated, or processed and returned to the economic mainstream in the form of raw materials or products. "Recyclable C&D debris" does not include either: (i) C&D debris processed for use as a fuel; or (ii) alternate daily cover.

Renovation means the improvement, alteration, repair or reconstruction of an existing structure which requires a permit from the City of Highland Park.

Waste Reduction and Recycling Plan means the written plan for recycling of covered project C&D debris prepared and submitted pursuant to Section 170.123(F) of this Chapter.

(C) Applicability. This Section 170.123 applies to all covered projects within the City, except in any of the following circumstances:(1) An immediate or emergency demolition is required to protect the public health, safety or welfare, as determined prior to such demolition by the Building Official;(2)An exception is granted pursuant to Section 170.123(I) of this Chapter; or(3)A valid building permit or demolition permit was issued for the covered project prior to January 1, 2012.

(D) Condition of Approval for Building or Demolition Permits. No building or demolition permit shall be issued for any covered project within the City that does not comply with the provisions of this Section 170.123.

(E) Diversion Requirements. Construction and demolition debris generated by covered projects must be diverted in accordance with the following requirements:

(1) For all covered projects for which a building or demolition permit application is submitted on or after January 1, 2014, at least 75 percent of construction and demolition debris shall be diverted.

(F) Waste Reduction and Recycling Plan.

(1) Prior to the issuance of a building or demolition permit for a covered project, the applicant therefor must complete and submit to the Building Official a waste reduction and recycling plan, on a form provided by the Building Official, which plan must include, without limitation, the following information:

(a) Identification of all materials to be diverted from disposal to recyclable C&D debris, recovered wood, and/or alternate daily cover;
(b) A description of whether and to what extent materials will be separated on-site or co-mingled;
(c) Identification of the vendors or facilities that will collect or receive the construction or demolition debris, and such additional information as the Building Official may require demonstrating that the vendor or facility will recycle or divert C&D debris received from the covered project;
(d) The estimated date on which demolition and/or construction is to commence;
(e) An affidavit, signed by the general contractor for the covered project, stating that the general contractor will comply with all the terms of the waste reduction and recycling plan and of this Section 170.123; and
(f) Such additional information as the Building Official may require.

Where all of the facts cannot be ascertained, the applicant shall provide the best estimate based on all information reasonably available about the covered project.

(2) Upon a determination at any time by the Building Official that an approved waste reduction and recycling plan is no longer accurate, the Building Official may require that the applicant submit an addendum or revision to the plan with such information as may be required by the Building Official.

Sec. 170.124 - Demolition of Buildings - Vacant Lot Standards.

(1) Following the complete demolition of a principal building, the property owner or permittee shall have 180 days from the date the demolition permit is issued to submit a complete application for a building permit for new construction, or other authorized redevelopment of the site. If no such permit is obtained within 270-days from the issuance of a demolition permit, the property shall be required to meet vacant lot standards. An extension may be granted by the Building Official for good cause shown at the sole discretion of the Building Official.

(a) Vacant Lot Standards. A property that has been cleared of principal and accessory structures, including foundations, storage tanks, and other subgrade materials. All excavations have been backfilled with clean fill and properly graded for drainage, topsoil and sod have been installed, all utility connections have been properly capped or terminated, and the lot is in a safe, clean, and sanitary condition with no hazards or standing water.

Sec. 170.125. - Lake Michigan Construction.

(A) Lake Michigan Regulated Areas. This Section is intended to provide specific regulations and requirements with regard to the construction of structures located in Lake Michigan and on or around its Highland Park shoreline. Specifically, this Section applies (i) to that portion of Lake Michigan that borders the City of Highland Park, to the extent of three miles beyond the corporate limits, but not beyond the limits of the State ("Lake Michigan"), and (ii) to the private and other property between Lake Michigan and the termination, on the Lake Michigan side, of the "steep slope" of the "bluff," as those terms are defined in Section 150.202 of the City Code ("Lake Michigan regulated areas").

(B) Purpose and Intent. The Lake Michigan regulated areas have special environmental, recreational, cultural, historical, community, and aesthetic interests and values. The regulations set forth in this Section are designed to ensure the preservation and protection of Lake Michigan regulated areas and every aspect of the areas' interest and value to the City and its residents. The regulations set forth in this Section are further intended to ensure that construction into Lake Michigan or anywhere within the Lake Michigan regulated areas does not cause environmental or ecological damage to the lake or the surrounding areas of the City.

(C) Building Permit Required. It shall be unlawful to undertake any construction of any new structure, or to undertake any alteration, relocation, expansion, enlargement, or restoration of any existing structure, within the Lake Michigan regulated areas without first having applied for and obtained a building permit pursuant to the applicable provisions of this Building Code.

(D) Additional Regulations. In addition to the requirements in this Building Code, it shall be unlawful to undertake any construction of any new structure, or to undertake any alteration, relocation, expansion, enlargement, or restoration of any existing structure, within the Lake Michigan regulated areas without first having applied for and obtained the other permits and approvals as may be required pursuant to other applicable provisions of the City Code, including, without limitation, all necessary zoning relief required pursuant to Chapter 150 of the City Code.

Sec. 170.126. - Bird-Friendly Construction Requirements.

The City and its general contractors, agents, representatives, and subcontractors shall, to the greatest extent practicable, incorporate bird-safe building materials and design features into the design of all newly-constructed buildings to be used primarily by the City, including, without limitation, those materials and features recommended by:

(1) The City of Chicago's "Bird-Safe Building Design Guide for New Construction and Renovation;"
(2) The City of Toronto's "Bird-Friendly Development Guidelines;" and
(3) New York City Audubon's "Bird-Safe Building Guidelines."

Sec. 170.127. - Permit Fee.

(A) The amount of any fee required pursuant to this Chapter for any permit, inspection, or plan or document review shall be set forth in the Annual Fee Resolution. The fee shall be paid to the City through its Community Development Department or other duly authorized agent or department of the City, for which a receipt shall be

issued. No permit shall be valid until the fees are paid and the receipt issued therefor in accordance with the appropriate regulations of this Chapter.

(B) The amount of any fee required to be paid pursuant to this Chapter for any permit, inspection, or plan or document review does not apply to: (1) any public body or agency deriving the majority of its revenue from taxes levied within the City; or (2) any religious institution or not-for-profit organization, provided that the religious institution or not-for-profit organization first requests that the City grant a fee-waiver and submits to the City an application for the fee-waiver, which application must include proof of the institution's or organization's tax-exempt status; provided, however, that all public bodies, public agencies, religious institutions, and not-for-profit organizations must pay, in accordance with this Section 170.127: (i) any fee arising from the publishing or mailing of legal notices by the City; and (ii) the cost of the services of planners, engineers, attorneys, or other persons not regularly on the City payroll for the purposes of reviewing applications or plans submitted by the public bodies, public agencies, religious institutions, and not-for-profit organizations, when the nature of the applications requires such notices or services, or both, as determined in the sole discretion of the Building Official.

Sec. 170.128. - Permit Expiration, Invalidation, and Extension.

Where a permit is required under this Chapter, such permits shall expire after a period of 12 months from the date of issuance. Permits issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official, or their designee, is authorized to grant, in writing and in his sole and absolute discretion, one or more extensions for a period of up to six months each. Each extension shall be requested in writing, and justifiable cause for the requested extension shall be demonstrated. There shall be no fee for the first extension granted pursuant to this Section, but the permittee shall pay a fee for the second and all subsequent extensions granted pursuant to this Section, in the amount set forth in the Annual Fee Resolution.

Sec. 170.129. - Protection of Adjoining Property.

(A) Where applicable, if afforded the necessary license to enter any adjoining lot, building or structure, the person causing the demolition or excavation to be made shall at all times and at their own expense preserve and protect the lot, building or structure from damage or injury. If the necessary license is not afforded, it shall be the duty of the owner of the adjoining lot, building or structure to make safe their own property, for the prosecution of which said owner shall be granted the necessary license to enter the premises of the demolition or excavation.

(B) Any owner or possessor of land intending to make or to permit an excavation to be made on their land shall give due and reasonable notice in writing to the owner or owners of adjoining lands and of adjoining buildings and other structures stating the depth to which the excavation is intended to be made and when the excavation will begin. If the excavation is to be of a depth of not more than the standard depth of foundations, as herein defined, and if it appears that the excavation is to be of a greater depth than the walls or foundations of any adjoining building or other structure and is to be so close as to endanger the building or other structure in any way, then the owner of the building or other structure on the adjoining land shall be allowed a reasonable time, but in no event less than 30 days, in which to take measures to protect the same from any damage or in which to extend the foundations thereof, and he must be given, for that purpose, a license to enter on the land on which the excavation is to be or is being made.

(C) Any owner or possessor of land upon which an excavation is made who does not comply with the provisions of subparagraph (A) of this Section, when so required, is liable to the owner of adjacent property for any damage to the land or to any buildings or other structure thereon arising from such excavation, and is also liable to

occupants and tenants of the adjoining land or structures for any damage to their property or business, proximately resulting from injury to such land or structures, caused by the failure of such owner or possessor to so comply.

(D) In making any excavation, reasonable care and precautions shall be taken to sustain the adjoining land as such, without regard to any building or other structure which may be thereon, and there is no liability for damage done to any building or other structure by reason of the excavation except as herein provided or otherwise provided or allowed by law.

(E) The owner or possessor of the land upon which the excavation is being made shall also be liable to occupants and tenants of such adjoining lands or structures thereon for any damage to their property or land or structures, caused by the failure of such owner or possessor making such excavation, to fulfill the duty set forth in subparagraph (E) of this Section.

Sec. 170.130. - Tents.

(A) Definition. For the purposes of this Section 170.130, "tent" has the meaning set forth in Section 150.202 of Chapter 150 of this Code. (B)Permit Required. No person or entity may erect a tent in excess of 150 square feet in area upon a lot in the City, and no owner of real property may permit the erection of a tent in excess of 150 square feet in area upon their property, except upon issuance of a permit by the Building Official prior to installation. The permit required pursuant to this Section 170.130

(B) is required in addition to, and not in lieu of, any permits required pursuant to any other provision of this Code, or any other applicable statute, law, ordinance, or regulation.

(C)Time Limit. Tents may not remain erected in excess of the following time limits:

(1) For properties primarily used for a residential use as set forth in Section 150.490 of the Zoning Code, 30 days in each calendar year; provided, however, that, the Building Official may, in their sole and absolute discretion, grant one 15-day extension.

(2) For properties not primarily used for a residential use as set forth in Section 150.490 of the Zoning Code, 120 days in each calendar year; provided, however, that the Building Official may, in their sole and absolute discretion, grant one 30-day extension.

(D) Exceptions.

(1) Tents erected for purposes related to an emergency declared by the City or by the State of Illinois are exempt from the requirements of this Section 170.130 during the pendency of the emergency.

(2) Tents approved as part of an ordinance granted pursuant to Chapter 150 of this Code are exempt from the requirements of this Section 170.130.

Sec. 170.131. - Gender Neutral Restrooms.

(A) Definitions. For the purposes of this Section 170.131, the following words or phrases have the following meanings:

(1) Gender Identity means a person's actual or perceived gender, including a person's self-image, appearance, expression, or behavior, whether or not that self-image, appearance, expression, or behavior is different from that traditionally associated with the person's sex at birth.

(2) Gender Neutral Restroom means a single-occupancy restroom that is designed for use by any person, regardless of gender identity.

(3) Single-occupancy Restroom means a room designed to be used as a restroom by no more than one person at a time and that contains at least one toilet and one sink.

(B) New Construction. For any building or structure for which a building permit is issued on or after May 1, 2016, all public toilet facilities must comply with the following:

(1) All public toilet facilities must be designated by legible signs, designating whether the public toilet facilities are for men only, women only, or are gender neutral.

(2) All single-occupancy restrooms must be designated as gender neutral restrooms, and must be equipped with a locking mechanism to be operated by the user of the restroom.

(C) Existing Buildings and Structures. For any building or structure for which a permit was issued prior to May 1, 2016, all public toilet facilities may, but are not required to, comply with the requirements set forth in Section 170.131(B) of this Chapter.

(D) [Potential Conflict.] In the event that any of the provisions of this Section 170.131 conflict with any of the provisions of the International Building Code, as adopted and amended pursuant to this Chapter 170, or the Illinois State Plumbing Code, as adopted and amended pursuant to Article VII of this Chapter, the provisions of this Section 170.124 will control.

Sec. 170.199. - Penalties.

(A) Any person who violates a provision of this Chapter or fails to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this Chapter, shall be fined in an amount set forth in the Annual Fee Resolution. Each day that a violation continues shall be deemed a separate offense.

(B) Any person who shall continue any work in or about the structure after having been served with a stop work order pursuant to this Chapter, except any work he is directed to perform to remove a violation or unsafe condition, shall be fined in an amount set forth in the Annual Fee Resolution. Each day that a violation continues shall be deemed a separate offense.

(C) Whoever shall engage in the business of any trade, or employs such tradesperson, in the City of Highland Park without having obtained the necessary license as required by the State of Illinois as provided herein and/or any such person who shall not be registered as provided in this Chapter, shall be fined in an amount set forth in the Annual Fee Resolution. Each day that a violation continues shall be deemed a separate offense.

(D) Any person who shall refuse or neglect to obey an order of the Building Official or of his or her authorized representative to correct or remove an improvement installed in violation of this Chapter shall be fined in an amount set forth in the Annual Fee Resolution. Each day that a violation continues shall be deemed a separate offense.

ARTICLE II. - BUILDING CODE

Sec. 170.201. - International Building Code Adopted by Reference.

For the purpose of establishing rules and regulations for the construction, alteration, addition, repair, removal, demolition, equipment, use and occupancy, location, and maintenance of buildings and structures, the International Building Code, 2024 Edition, together with Appendices C, D, E, F, G, H, I, J, K, L, M, N, O, & P thereto, is hereby adopted, and by this reference, incorporated as if fully set forth herein with the exception of such portions as are expressly deleted or amended by Section 170.202 of this Chapter.

Sec. 170.202. - Amendments to the International Building Code.

The following words, provisions, and paragraphs are to be added to the following designated sections of the code adopted in Section 170.201. These amendments supersede the requirements of the indicated provisions of such code.

1) Section 101.1 shall be amended to read as follows:
101.1 Title. These provisions shall be known as "the City of Highland Park Building Code" hereinafter referred to as "this code."

2) Section 101.4.3 shall be amended to read as follows:
101.4.3 Plumbing. The Illinois Plumbing Code (77 Ill. Adm. Code 890), as adopted by the Illinois Department of Public Health pursuant to the Illinois Plumbing License Law (225 ILCS 320), shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings, appurtenances, water distribution systems, sanitary drainage systems, and all aspects of a medical gas system.

   Storm drainage systems, including roof drainage, subsurface drainage, building storm drains, building storm sewers, and related components, shall be regulated in accordance with the provisions of Chapter 11 and the applicable definitions in Chapter 2 of the International Plumbing Code, 2024 Edition.

   Existing private sewage systems shall be maintained and repaired per Illinois Private Sewage Disposal Code (77 Ill. Adm. Code 905). Expansion of any existing or new private sewage systems shall be prohibited.

3) Section 101.4.6 shall be amended to read as follows:
101.4.6 Energy. The provisions of the Illinois Energy Conservation Code as may be amended from time to time, shall apply to all matters governing the design and construction of buildings for energy efficiency.

4) **101.4.8 Electrical.** The provisions of the National Electrical Code (NFPA 70), as adopted by the City of Highland Park, shall apply to the installation, alteration, repair, and replacement of electrical systems.

5) Section 103.1 shall be amended to read as follows:
103.1 Creation of enforcement agency. The Department of Community Development, Building Division is hereby created and the official in charge shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

6) Section 105.1.1 shall be deleted and replaced with the following, to read as follows

105.1.1 Roofing work. Proof of licensure shall be required at the time of permit application in accordance with the Illinois Roofing Licensing Act (225 ILCS 335). The Building Official shall require the certification from a state licensed architect, engineer, or roofing contractor that the work has been completed in accordance with this Code and the manufacturer's specifications. Any person who falsely certifies that work has been completed according to code shall be guilty of a violation of this Code and subject to the penalties set forth in Section 170.199 of the City Code.

7) Section 105.1.2 shall be deleted in its entirety.

8) Section 105.2 shall be amended to delete "Building" subsections 3, 6, 10, 11, and 12; to add new "Building" subsections 13, 14, & 15; and to amend "Building" subsections 2, 4, 5, and 9 to read as follows:

2. Fence repairs impacting less than 25 percent of the total linear footage of fencing.
4. Retaining walls that are not over three feet in height, as measured from the finished grade at the base of the wall to the top of the wall, unless supporting a surcharge or impounding Class I, II or III A liquids. Retaining walls greater than 3 feet in height shall require a permit and a review by a Structural Engineer or Civil Engineer licensed in the State of Illinois.
5. Water tanks, enclosed with lids, supported directly on grade if the capacity is not greater than 75 gallons.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, and are installed entirely above ground.
13. Tents less than or equal to 150 square feet in area.
14. Roofing repairs changing 25 percent or less of the total roofing area.
15. Window replacement where the opening sizes do not change and the new windows are installed in the same openings as the existing windows.

9) Section 105.5 shall be deleted in its entirety.
Please reference City of Highland Park Building Regulations, Section 170.128

10) Section 109.1 shall be retitled and amended to read as follows:
109.1 Payment of fees. A permit shall not be issued until the fees prescribed in the City of Highland Park's Annual Fee Resolution have been paid.
Please reference City of Highland Park Building Regulations, Section 170.127

11) Section 109.1.1 shall be added to the International Building Code, and shall read as follows:
109.1.1 Plan review sequence. In general, permits are to be reviewed in the order in which they are received except where permits are complex, require review by specialists, require zoning relief, require consideration of alternative methods and means, or for some other valid reason require prolonged examination. At the discretion of the Building Official, permits may be expedited provided that, within the context of other permits under review, the necessary staff or consultant resources are available to perform such expedited review without placing an undue burden on customer service for other applicants. Additional fees shall apply as set forth in the Annual Fee Resolution.

12) Section 109.4 shall be amended to read as follows:

109.4 Work commencing before permit issuance. Any person who commences any work on a structure or building before obtaining the necessary permits shall be subject to a fee established by the City of Highland Park's Annual Fee Resolution, which shall be in addition to the required permit fees.

13) Section 111.3 shall be deleted in its entirety.
Please reference City of Highland Park Building Regulations, Section 170.104

14) Section 114.4 shall be deleted in its entirety
Please reference City of Highland Park Building Regulations, Section 170.199

15) Section 115.4 shall be amended to read as follows:
Section 115.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the City of Highland Park's Annual Fee Resolution.
Please reference City of Highland Park Building Regulations, Section 170.199

16) Section 202 shall be amended by adding the following definitions, which definitions shall read as follows:
BUILDING OFFICIAL. The Director of the Department of Community Development or his duly authorized representative.

CORPORATION COUNSEL. The Corporation Counsel for the City.

FIRE CODE OFFICIAL. The Chief of the Fire Department of the City.

POLICE CHIEF. The Chief of the Police Department of the City.

RECREATIONAL FIRE. An outdoor fire burning materials, other than rubbish, where the fuel being burned is contained in an outside fireplace, outdoor fire pit, barbeque grill, or barbeque pit and has a total fuel area of three feet or less in diameter and two feet or less in height for pleasure, religious, ceremonial, or cooking purposes. Recreational fires and outdoor permanently-installed cooking equipment shall not be located within ten feet of any structure, measured from the closest outside edge of the fireplace, fire pit, or cooking equipment to the furthest most projection of the structure, unless otherwise allowed by manufacturer's specifications.

TEMPORARY. A use or structure not to exceed 180 calendar days.

17) Section 420.1.1 shall be added to International Building Code, and shall read as follows:
420.1.1 Refuse and recycling chutes. In all new buildings three stories or more in height containing Group I or R occupancies above the ground floor, compliant refuse and recycling chutes shall be provided. Refuse and recycling chutes shall be designed and constructed in accordance with Section 713 and any other applicable requirements.

18) Section 901.6 shall be amended to add the following:
901.6 Supervisory service. For fire protection systems required to be monitored or where voluntarily monitored by this code and as amended herein, notice shall be made to the fire code official care of the Department of Community Development, Building Division whenever alarm monitoring services are terminated. Notice shall be in writing to the fire code official by the monitoring service provider no less than five business days before service is terminated.

19) Section 902.1.1 shall be amended to read as follows:

902.1.1 Access. Rooms containing fire pumps and/or risers shall be provided with a door allowing ready access to/from the exterior of the building or structure.

20) 903.2 Where required shall be amended to read as follows:
903.2 Where required. Approved automatic sprinkler systems shall be provided throughout all new and addition to buildings, structures, locations and portions thereof used in the following Use Groups and occupancies; A-1, A-2, A-3, A-4, A-5, B, Ambulatory Care Facilities, Clinic outpatient, E, F-1, F-2, H-1, H-2, H-3, H-4, H-5, I-1, I-2, I-3, I-4, M, R-1, R-2, R-3, R-4, S-1, S-2, Utility and Miscellaneous Group U. Approved automatic sprinkler systems shall be provided throughout all existing buildings, structures, locations and portions thereof used in the use group and occupancies as listed in this section where a Substantial Improvement has occurred.

Exceptions:

1. Sports participation areas, including air-supported, dome-type, or tension membrane structures, where all of the following conditions are met:
    1.1. The primary use of the space is limited to active sports participation, such as courts or playing surfaces, and not spectator assembly.
    1.2. The space contains no fixed spectator seating, stages, platforms, or similar features intended for audience use.
    1.3. The space is not used for exhibitions, trade shows, or other non-sport assembly purposes.
    1.4. The fuel load within the space is limited to the building membrane or enclosure, structural elements, and sports equipment customarily associated with the approved use.
    1.5. Any enclosed rooms, tenant spaces, or accessory structures located within or attached to the sports participation area, including but not limited to concessions, offices, storage rooms, mechanical rooms, or similar enclosed spaces, shall be provided with approved automatic sprinkler systems as otherwise required by this code.
2. Addition to buildings, structures, locations and portions thereof less than 500 square feet, provided that the existing building is not already sprinkled.
3. Detached accessory structures less than 1,000 square feet of fire area and not used for habitable spaces and not containing hazardous materials.

21) Sections 903.2.1 through 903.2.11.3 shall be deleted in their entirety.

22) Section 903.3.5 shall be amended to replace ""International Plumbing Code"" with ""Illinois Plumbing Code as amended"", and shall add to end of said Section 903.3.5 an additional provision providing:
903.3.5 Water supplies. All automatic fire sprinkler systems shall be provided with a minimum safety factor in the sprinkler system design of ten percent or five psi whichever is greater.

23) Section 903.4.3 shall be amended to read as follows:
903.4.3 Alarms. An approved audible and visual sprinkler waterflow alarm device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a waterflow switch is required by Section 903.4.1 to be electrically supervised, such sprinkler waterflow alarm devices shall be powered by a fire alarm control unit or, where provided, a fire alarm system. Where a fire alarm system is provided, actuation of the automatic sprinkler system shall actuate the building fire alarm system. The following devices shall be located above the fire department connection on all automatic sprinkler systems:
    1. A 110 cd strobe light with a blue lens connected to the building fire alarm system and a 110V,

10 inch bell connected to any waterflow switch, or;

2. A weatherproof AV device with a blue lens connected to the building fire alarm system which is programed to activate on a waterflow condition.

Exception: Automatic sprinkler systems protecting single family detached, single family semi-detached(duplex), and two-family dwellings, not including single family attached Townhouses (3 or more dwellings attached).

24) Section 903.4.4 shall be added to the International Building Code, and shall read as follows:
903.4.4 Low temperature monitoring. Fire pump rooms, fire sprinkler riser rooms, and standpipe riser rooms, which are heated by an individual heat source dedicated to the room, shall be provided with a listed room temperature supervisory signal-initiating device, operating as required by Section 17.17.5 of NFPA 72, and supervised by the building fire alarm system.

25) Section 905.3.1 shall be amended to read as follows:
905.3.1 Height. Class I standpipe systems shall be installed throughout buildings where any of the following conditions exist:

1. Four or more stories are above or below grade plane.
2. The floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is located more than 18 feet (5486 mm) below the highest level of fire department vehicle access.

Exceptions:

1. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:
   1.1. Recessed loading docks for four vehicles or less.
   1.2. Conditions where topography makes access from the fire department vehicle to the Building impractical or impossible.

Section 907.1 shall be amended to read as follows:
907.1 General. This section shall cover the application, installation, performance and maintenance of fire alarm systems and their components in new and existing buildings and structures where a Substantial Improvement is made to a building or structure.

26) Section 907.1.4 shall be added to the International Building Code, and shall read as follows:
907.1.4 Combination carbon monoxide and smoke detectors. The installation and location of Carbon Monoxide and Smoke Detectors shall comply with the Illinois Carbon Monoxide Alarm Detector Act (430 ILCS 135/). All smoke detectors required by this code to be located within common areas shall be a combination smoke/carbon monoxide detectors. Combination smoke/carbon monoxide detector located in common areas shall be set to temporal 3 and report as an alarm condition. Installation shall comply with the manufacturer installation instructions.

27) Section 907.2 shall be amended to read as follows:
907.2 Where required-new and existing buildings and structures. An approved fire alarm system, installed in accordance with the provisions of this code and NFPA 72, shall be provided in new and existing buildings and structures where a Substantial Improvement is made to a building or structure, as required by Sections 907.2.1 through 907.2.3 as amended.

28) Sections 907.2.1 through Section 907.2.10.2 shall be deleted in their entirety.

29) Section 907.2.1 shall be added to read as follows:
907.2.1 Automatic fire detection system. An automatic fire detection system shall be installed throughout all of the following use group occupancies:

1. Group A
2. Group B
3. Group E
4. Group F
5. Group H
6. Group I
7. Group M
8. Groups R-1 and R-2
9. Group S

30) Section 907.2.2 shall be added to read as follows:
907.2.2 Manual fire alarm system. A manual fire alarm system shall be installed throughout all of the following use group occupancies:

1. Group A
2. Group B
3. Group E
4. Group F
5. Group H
6. Group I
7. Group M
8. Groups R-1 and R-2
9. Group S

31) Section 907.2.3 shall be added to read as follows:
907.2.3 Emergency voice/alarm communication system. An emergency voice/alarm communication system shall be installed throughout all of the following use group occupancies:

1. Group A occupancies with an occupancy of 1,000 of more
2. Group E

32) Section 907.2.11 shall be retitled and amended to read as follows:
907.2.11 Single- and multiple-station smoke alarms and smoke detection systems. Smoke alarms and smoke detection systems shall be provided within R-1, R-2, R-3, R-4 and I-1 Use Groups in accordance with NFPA 72, Chapter 29 and the requirements of the Illinois Smoke Detector Act (425 ILCS 60/) as amended from time to time.

33) Section 907.11.1 through 907.2.11.7 shall be deleted in their entirety.

34) Sections 907.2.15 through 907.2.22 shall be deleted in their entirety.

35) Section 907.6.3 shall be amended to delete Exception 1, 2, & 3.

36) Section 907.6.3.1 shall be amended to read as follows:
907.6.3.1 Annunciation. Unless approved by the fire code official of the Fire Alarm Control Unit, a remote annunciator shall be provided at the main entrance of all buildings and at each ground level tenant space. Remote annunciators shall provide the functions of acknowledge, silence, and resetting upon activation using a key, which shall be provided for the building's key (Knox) box.

37) Section 907.6.3.1.2 shall be added to the International Building Code, and shall read as follows:
907.6.3.1.2 Multi-tenant occupancies. In multi-tenant occupancy buildings served by a fire alarm system which includes notification appliances serving more than a single tenant, an exterior visible notification appliance shall be provided over the main entrance at all ground level tenet spaces only in a location approved by the fire code official. The appliance shall be a weatherproof appliance, with a clear lens, and shall be not less than 75 candelas. Occupant notification shall be throughout all tenant spaces and shall ring by tenant upon system activation.

38) Section 907.6.4.2 shall be deleted in it its entirety.

39) Section 907.6.6 shall be amended to read as follows:
907.6.6 Monitoring. Fire alarm systems required by this Chapter, other provisions of the City Code, or by the International Fire Code shall be monitored by a UL listed central station. The communications channel between the protected premises and the supervising station shall comply with NFPA 72.

40) Section 912.2.3 shall be added to the International Building Code, and shall read as follows:
912.2.3 Fire department connections. Fire department connections shall be located within 100 feet of a fire hydrant supplied by the municipal water system.

41) Section 912.3.1 shall be added to the International Building Code, and shall read as follows:
912.3.1 Connection type. Fire department connections shall be a standard Siamese connection and shall utilize NST threads.

42) The title to Section 913 shall be amended to read "Fire Pumps and Riser Rooms".

43) Section 913.2.1 shall be retitled and amended to read as follows:
913.2.1 Protection of fire pump and riser rooms. Fire pumps and automatic sprinkler risers shall be located in rooms constructed of 1-hour fire-resistance rated fire barriers and horizontal assemblies, with opening protectives, as required by Chapter 7 of this Code.

44) Section 915.7 shall be added to the International Building Code, and shall read as follows:
915.7 Illinois Carbon Monoxide Detector Alarm Act. In addition to the requirements of Section 915.1 through 915.6, the requirements of the Illinois Carbon Monoxide Alarm Detector Act (430 ILCS 135/) as amended from time to time, shall apply to all buildings. Where a conflict exists, the most-restrictive requirement(s) shall apply.

45) Section 1031.6 shall be retitled and amended to add the following text to the end of said Section 1030.5, to read as follows:
1031.6 Bars, guards, grilles, covers and screens. Window and area wells that are more than 30 inches in depth shall be protected in accordance with either: (1) an approved cover; or (2) surrounded by an approved guardrail.

Exception: Where there is a terrace with a width of 36 inches or more that is located less than 30 inches below the top edge of the window or area well.

46) Section 1101.1 shall be amended to read as follows:
1101.1 Scope. The State of Illinois Accessibility Code as amended from time to time, shall control the design and construction of buildings and facilities for accessibility and use by physically disabled persons.

47) Sections 1102.1 through 1112.6, but not including Section 1107, shall be deleted in their entirety.

48) Section 1301 shall be amended to delete "International Energy Conservation Code" and replace it with "Illinois Energy Conservation Code as amended from time to time".

49) Section 1512.3 shall be amended to add Exception 4, which shall read as follows:
Where an existing roof covering is removed and replaced, existing roof coverings shall not be enclosed, encapsulated, or constructed over in a manner that creates a concealed space between roof assemblies. Roof replacement assemblies shall be installed directly on the structural roof deck, except as otherwise permitted by this code.

50) Section 1608.2 shall be amended to read as follows:
1608.2 Ground snow loads. Ground snow loads for the City of Highland Park shall be determined in accordance with ASCE 7, except that the minimum ground snow load shall be 39 pounds per square foot (psf).

51) Section 2303.8 shall be added to the International Building Code, and shall read as follows:
2303.8 Fire protection for combustible engineered floor systems. Where automatic sprinkler systems are not otherwise required in accordance with Section 903.2 of this code, combustible engineered floor systems, including but not limited to prefabricated wood trusses, wood I-joists, and other engineered wood floor assemblies, shall be provided with one of the following:

1. An approved automatic sprinkler system installed throughout the level below the engineered floor system; or
2. A minimum 1-hour fire-resistance-rated floor assembly designed and constructed in accordance with this code.
3. This section shall not apply to floor assemblies that are required to be fire-resistance rated by other provisions of this code.

52) Section 2901.1 shall be amended to read as follows:
2901.1 Scope. The State of Illinois Plumbing Code as amended from time to time, shall control the design and installation of new plumbing systems and the alteration of existing plumbing systems.

53) Sections 2902.1 through 2902.6 shall be deleted in their entirety.

54) Sections 2902.1 shall be added to the International Building Code, and shall read as follows:
2902.3.2 Prohibited location for toilet facilities. Toilet facilities shall not open directly into a room used for the preparation of food for service to the public.

55) Section 3002.4 shall be amended to read as follows:
3002.4 Elevator car to accommodate ambulance stretcher. Where elevators are provided in new buildings, not fewer than one elevator shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher 24 inches by 84 inches (610 mm by 2134 mm) with not less than 5-inch (127 mm) radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall be not less than 3 inches (76 mm) in height and shall be placed inside on both sides of the hoistway door frame.

Section 3003.2 shall be amended to read as follows:
3003.2 Firefighters emergency operation. Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1, as adopted by the City, and shall be initiated and interfaced with the fire alarm system in accordance with NFPA 72.

56) Section 3003.2 shall be amended to read as follows:
3003.2 Firefighters emergency operation. Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1 and NFPA 72.

57) Sections 3010 through 3015.2 shall be added to the International Building Code, and shall read as follows:
Section 3010 Existing Elevators.

3010.1 Definitions.
Qualified Elevator Inspector (QEI Inspector). A professional who has been licensed by the Illinois State Fire Marshal Office to inspect elevators, escalators, and other conveyance systems for compliance with applicable safety codes and regulations.

3010.2 Referenced Standards. Except as otherwise provided in this Code, existing elevators, dumbwaiters, moving walks and escalators shall comply with (225 ILCS 312/) Elevator Safety and Regulation Act as may be amended from time to time.

Section 3011 Maintenance and Accidents.

3011.1 Owner responsibility. The owner or the owner's legal agent for a building in which elevator and conveying system equipment is located shall be responsible for the care, maintenance and safe operation of all equipment covered by this Code after the installation and acceptance thereof by such owner or agent. The owner or the owner's legal agent shall make, or cause to be made, all periodic tests and inspections, and shall maintain all equipment in a safe operating condition, as required by this Code.

3011.2 Contractor Responsibility. The person installing or constructing any equipment covered by this article shall make all acceptance tests and shall be responsible for the care and safe operation of such equipment during its construction, and until temporarily or finally accepted by the Building Code Official of the City of Highland Park following receipt of an Elevator Inspection form completed by the State-licensed, QEI inspector that confirms a passed inspection.

3011.3 Maintenance items. All operating and electrical parts and accessory equipment or devices subject to this Code shall be maintained in a safe operating condition. The maintenance of elevators, dumbwaiters, moving walks, and escalators shall conform to ASME A17.1.

3011.4 Unsafe conditions. If upon inspection, any equipment that is subject to the provisions in this Code is found to be in an unsafe condition, or not in accordance with the provisions of this Code, the Building Code Official, working in conjunction with a State-licensed QEI inspector, shall serve a written notice of such finding upon the building owner or lessee, stating the time when recommended repairs or changes shall be completed. After the service of such notice, it shall be the duty of the owner to proceed within the time allowed to make such repairs or changes as are necessary to place the equipment in a safe condition. It shall be unlawful to operate such equipment after the date stated in the notice unless such recommended repairs or changes have been made and the equipment has been approved, or unless an extension of time has been secured from the Building Code Official in writing. The time period allowed for making necessary repairs shall be either immediately, 24 hours, seven days, or from 15 to 30 days, or any other

period of time as recommended by a State-licensed QEI working in conjunction with the Building Official.

3011.4.1 Power to seal equipment. The Building Code Official, in addition to levying any other penalties herein provided, shall have the power to order the sealing out of service any device or equipment covered by this Code, when, in the Building Code Official's opinions, having conferred with the elevator mechanic or QEI inspector, (i) the device or equipment is in such a condition that it is unsafe for operation, or (ii) the owner of the device or equipment has demonstrated a willful failure to comply with the Building Code Official's recommendations and/or orders.

3011.4.2 Notice of sealing out of service. Before ordering the sealing of any device out of service, the Building Code Official, except in case of emergency, shall serve written notice upon the building owner or agent or lessee indicating the Building Code Official's intention to have the equipment sealed out of service and the reasons therefor.

3011.4.3 Unlawful to remove seal. Any device ordered to be sealed out of service by the Building Code Official shall be plainly marked with a sign or tag indicating the reason for such sealing. Any tampering with, defacing or removal of the sign, tag, or seal without approval shall constitute a violation of this Code.

3011.5 Accidents reported and recorded. The owner of the building shall immediately notify the Building Code Official of every accident involving personal injury, or damage to apparatus on, about or in connection with any equipment subject to the provisions of this Code, and shall afford the Building Code Official every facility for investigating such an accident. When an accident involves the failure, breakage, damage or destruction of any part of the apparatus or mechanism, it shall be unlawful to use such device until after an examinations by the Building Code Official and a State-licensed QEI inspector have been made and approval of the equipment for continued use is granted. This may require testing of new or repaired components in conjunction with the State-licensed QEI inspector. It shall be the duty of the Building Code Official to make a prompt examination into the cause of the accident and to enter a full complete report thereof in the records of the City's Building Division. Such records shall be open for public inspection at all reasonable hours.

3011.6 Removal of damaged parts. For any elevator that has had an accident that involves personal injury or damage to the apparatus, as discussed in 3011.5, it shall be unlawful to remove from the premises any part of the damaged construction or operating mechanism of elevators, or other equipment subject to the provisions of this Code, until permission has been granted by the Building Code Official.

Section 3012 Certificate of Compliance.

3012.1 Use prior to certificate. It shall be unlawful for any person to operate equipment governed by the provisions of this Code which has been installed, relocated, or altered, prior to the inspection, testing, and issuance of a certificate of compliance for the equipment by the Building Code Official, provided however, that the requirements of this Section shall not apply to the person installing the equipment.

3012.2 Posting certificates of compliance. The owner or agent shall post the current certificate of compliance in a conspicuous place inside the elevator.

Section 3013 Construction Documents and Permits.

3013.1 Application. The application for a permit shall be accompanied by construction documents in sufficient detail and indicating the location of the machinery room and equipment to be installed, relocated or altered, and all supporting structural members, including foundations. The construction documents shall indicate all materials to be used and all loads to be supported or conveyed. Documents shall be reviewed and approved before any permit is issued.

3013.2 Permits. Equipment or devices subject to the provision of this Code shall not be constructed, installed, relocated or altered unless a permit has been received from the Building Code Official before the work is commenced. A copy of such permit shall be kept at the construction site at all times while the work is in progress.

Section 3014 Tests and Inspections.

3014.1 General. All equipment and devices covered by the provisions of this Code shall be subjected to acceptance tests, periodic inspections and review of maintenance performance as required herein.

3014.2 Acceptance tests. Acceptance tests and inspections shall be required on all new, relocated and altered equipment subject to the provisions of this Code. Tests and inspections shall be of such a nature as to determine whether the entire installation is designed, constructed and installed in compliance with this Code, and shall include all parts of the equipment and machinery. In addition, Full Load Tests shall be done on all equipment. All such tests shall be made in compliance with the requirements of Section 8.10 of the current State adopted edition of ASME A17.1 and in the presence of a State-licensed QEI Inspector, the Building Code Official, or by an approved agency representing the Building Code Official, and in the presence of the person installing such equipment.

3014.3 Periodic tests and periodic inspections. Periodic test shall be required on all new and existing power elevators, and periodic inspections shall be made of all new and existing equipment subject to the provisions of this Code.

3014.3.1 Periodic inspections and tests. Periodic tests shall be performed by the licensed elevator mechanic and witnessed by a State-licensed QEI inspector as part of the periodic inspection. The QEI inspector shall submit inspection and test results on the approved form not more than 30 days after completion of the test; to the Owner and Fire Code Official, or by an approved agency representing the Fire Code Official. Tests shall be made at the expense and responsibility of the owner. The elevator mechanic performing the inspection, or another mechanic from the same elevator contractor, shall not doubly serve as the State Licensed QEI.

3014.3.2 Frequency of tests and inspections. Tests and inspections shall be conducted at intervals of not more than those set forth in the current State adopted edition of ASME A17.1 for elevators, escalators, dumbwaiters and moving walks.

Section 3015 Additional Types of Equipment.

3015.1 Miscellaneous hoisting and elevating equipment. All miscellaneous hoisting and elevating equipment shall be subjected to tests and inspections as required by the Fire Code Official to ensure safe operation.

3015.2 Conveyors. Conveyors and related equipment shall be inspected and tested in accordance with ASME B-20.1-2018.

58) Section 3102.1 shall be amended to read as follows:
3102.1 General. Tents and other temporary membrane structures may be erected for longer than 180 days provided they are on a parcel of land larger than four acres and are occupied for no longer than 180 days within any one-year time period. Tents and other temporary membrane structures may be stored in place during the remainder of the year provided they are unoccupied for a minimum of 180 consecutive days. Tents and other temporary membrane structures occupied for less than 180 days within any one-year time period shall comply with the International Fire Code and as amended in Article III of Chapter 170 of the City Code.

59) Section 3103.1.3 is amended to read as follows:
3103.1.3 Permit required. Temporary structures that cover an area greater than 150 square feet (13.94 m2), including connecting areas or spaces with a common means of egress or entrance that are used or intended to be used for the gathering together of 10 or more persons, shall not be erected, operated or maintained for any purpose without obtaining a permit from the building official.

60) Section 3105.2 is amended to add the following to the end of the section:
3105.2 Design and construction. Canopies shall be entirely and securely supported from the building or structure in accordance with Chapter 16 of this Code without posts and other obstructions whatsoever upon the sidewalk. Fixed awnings and canopies shall be provided with adequate gutters and conductors for conveying the drainage therefrom to the storm sewer of the building.

61) Section 3105.4 shall be added to the International Building Code, and shall read as follows:
3105.4 Canopies over and adjacent to walking surface. The horizontal portion of the framework shall be not less than eight feet nor more than 12 feet above the sidewalk and the clearance between the covering or valance and the sidewalk shall be not less than seven feet. The depth of the vertical hanging fascia shall not exceed 36 inches.

62) Section 3105.5 shall be added to the International Building Code, and shall read as follows:
3105.5 Fixed or permanent awnings. The height of the lowest point of a fixed awning shall not be less than seven feet nor more than 15 feet above the sidewalk grade at the building line. The depth of the vertical hanging fascia shall not exceed 20 inches.

63) Section 3105.6 shall be added to the International Building Code, and shall read as follows:
3105.6 Retractable awnings. All retractable awnings shall be elevated at least seven feet six inches at the lowest part of the main framework thereof and not less than seven feet at the lowest part of the covering above the top of the sidewalk. Retractable awnings shall be supported without posts, by a non-ferrous bracket or by a non-ferrous framework attached securely to the building. The covering material shall be treated to render the material flame resistant. The bracket or other device for the purpose used and the method of attaching the awning to the building, support brackets and coverings shall not obstruct the public way or walking surface. Retractable awnings shall be equipped with a mechanism or device for raising and holding the awning in a secured, retracted or closed position against the face of the building.

64) Section 3306.9 shall be retitled and amended to read as follows:
3306.9 Adjacent to construction site. Every construction site shall be enclosed with a securable, screened chain link fence a min. of six feet in height. Fencing shall be of adequate strength to resist wind pressure

as specified in Sections 1609. The Building Official shall have authority to make exceptions, as requested in writing. Gates on fences shall locked at all times when not occupied.

ARTICLE III. - FIRE CODE

Sec. 170.301. - International Fire Code Adopted by Reference.

The International Fire Code, 2024 Edition is hereby adopted, and by this reference, incorporated as if fully set forth herein with the exception of such portions as are expressly deleted or amended by Section 170.302 of this Chapter.

Sec. 170.302. - Amendments to the International Fire Code.

The following words, provisions, and paragraphs are to be added to the following designated sections of the code adopted in Section 170.301. These amendments supersede the requirements of the indicated provisions of such code.

1) Section 101.1 shall be amended to read as follows:
   101.1 Title. These provisions shall be known as "the City of Highland Park Fire Code" hereinafter referred to as "this Code."

2) Section 101.2.1 shall be added to the International Fire Code, and shall read as follows:
   101.2.1 Appendices. Appendices B through J and N shall be considered part of the requirements of this Code. Where differences occur between the provisions of this Code and referenced standards, the stricter standard shall apply.

3) Section 105.3.1 shall be deleted in its entirety.
   Please reference the City of Highland Park Building Regulations, Section 170.128

4) Section 105.3.2 shall be deleted in its entirety.
   Please reference the City of Highland Park Building Regulations, Section 170.128

5) Section 108.1 shall be retitled and amended to read as follows:
   108.1 Payment of fees. A permit shall not be issued until the fees prescribed in the City of Highland Park's Annual Fee Resolution have been paid.
   Please reference City of Highland Park Building Regulations, Section 170.127

6) Section 108.4 shall be amended to read as follows:
   108.4 Work commencing before permit issuance. Any person who commences any work, activity or operation regulated by this code before obtaining the necessary permits shall be subject to a fee established by the City of Highland Park's Annual Fee Resolution, which shall be in addition to the required permit fees.

7) Section 113.4 shall be deleted in its entirety.
   Please reference the City of Highland Park Building Regulations, Section 170.199

8) Section 114.4 shall be amended to read as follows:
   Section 114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the City of Highland Park's Annual Fee Resolution.

Please reference City of Highland Park Building Regulations, Section 170.199

9) Section 202 shall be amended by adding the following definitions, which definitions shall read as follows:

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. If the structure has sustained Substantial Damage, any repairs are considered Substantial Improvement regardless of the actual repair work performed.

The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

RECREATIONAL FIRE. An outdoor fire burning materials, other than rubbish, where the fuel being burned is contained in an outside fireplace, outdoor fire pit, barbeque grill, or barbeque pit and has a total fuel area of three feet or less in diameter and two feet or less in height for pleasure, religious, ceremonial, or cooking purposes. Recreational fires and outdoor permanently-installed cooking equipment shall not be located within ten feet of any structure, measured from the closest outside edge of the fireplace, fire pit, or cooking equipment to the furthest most projection of the structure, unless otherwise allowed by manufacturer's specifications.

10) Section 506.1.3 shall be added to the International Fire Code, and shall read as follows:
506.1.3 Key box (Knox box). Unless approved by the fire code official, a key box shall be provided at the main entrance at each ground level tenant space of a multi- tenant structure or building. The key box shall be keyed and located within 5 feet of the front exit door and at 5 feet above the ground, unless otherwise approved by the fire code official.

11) Section 506.1.4 shall be added to the International Fire Code, and shall read as follows:
506.1.4 Master key system. All buildings or structures with 4 or more tenant spaces shall require a master key system and/or an individual key (Knox) box for each floor, unless otherwise approved by the fire code official.

12) Section 507.5.7 shall be added to the International Fire Code, and shall read as follows:
507.5.7 Fire hydrant identification. All private fire hydrants shall be painted red with a yellow bonnet.

13) Section 901.4.7.1 shall be amended to read as follows:
901.4.6.1 Access. Rooms containing fire pumps and/or risers shall be provided with a door allowing ready access to/from the exterior of the building or structure.

14) 903.2 Where required shall be amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems shall be provided throughout all new and addition to buildings, structures, locations and portions thereof used in the following Use Groups and occupancies; A-1, A-2, A-3, A-4, A-5, B, Ambulatory Care Facilities, Clinic outpatient, E, F-1, F-2, H-1, H-2, H-3, H-4, H-5, I-1, I-2, I-3, I-4, M, R-1, R-2, R-3, R-4, S-1, S-2, Utility and Miscellaneous Group U. Approved automatic sprinkler systems shall be provided throughout all existing buildings, structures, locations and portions thereof used in the use group and occupancies as listed in this section where a Substantial Improvement has occurred.

Exceptions:

1. Sports participation areas, including air-supported, dome-type, or tension membrane structures, where all of the following conditions are met:
   1.1. The primary use of the space is limited to active sports participation, such as courts or playing surfaces, and not spectator assembly.
   1.2. The space contains no fixed spectator seating, stages, platforms, or similar features intended for audience use.
   1.3. The space is not used for exhibitions, trade shows, or other non-sport assembly purposes.
   1.4. The fuel load within the space is limited to the building membrane or enclosure, structural elements, and sports equipment customarily associated with the approved use.
   1.5. Any enclosed rooms, tenant spaces, or accessory structures located within or attached to the sports participation area, including but not limited to concessions, offices, storage rooms, mechanical rooms, or similar enclosed spaces, shall be provided with approved automatic sprinkler systems as otherwise required by this code.
2. Addition to buildings, structures, locations and portions thereof less than 500 square feet, provided that the existing building is not already sprinkled.
3. Detached accessory structures less than 1,000 square feet of fire area and not used for sleeping or cooking purposes and not containing hazardous materials.

15) Sections 903.2.1 through 903.2.11.3 shall be deleted.

16) Section 903.3.5 shall be amended to replace ""International Plumbing Code"" with ""Illinois Plumbing Code"", and shall add to end of said Section 903.3.5, an additional provision providing:
903.3.5 Water supplies. All automatic fire sprinkler systems shall be provided with a minimum safety factor in the sprinkler system design of ten percent or five psi whichever is greater.

17) Section 903.4.3 shall be amended to read as follows:
903.4.3 Alarms. An approved audible and visual sprinkler waterflow alarm device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a waterflow switch is required by Section 903.4.1 to be electrically supervised, such sprinkler waterflow alarm devices shall be powered by a fire alarm control unit or, where provided, a fire alarm system. Where a fire alarm system is provided, actuation of the automatic sprinkler system shall actuate the building fire alarm system.The following devices shall be located above the fire department connection on all automatic sprinkler systems:

   1. A 110 cd strobe light with a blue lens connected to the building fire alarm system and a 110V, 10 inch bell connected to any waterflow switch, or;
   2. A weatherproof AV device with a blue lens connected to the building fire alarm system which is programed to activate on a waterflow condition.

Exception: Automatic sprinkler systems protecting single family detached, single family semi-detached(duplex), and two-family dwellings, not including single family attached Townhouses (3 or more dwellings attached).

18) Section 903.4.4 shall be added to the International Fire Code, and shall read as follows:
903.4.4 Low temperature monitoring. Fire pump rooms, fire sprinkler riser rooms, and standpipe riser rooms, which are heated by an individual heat source dedicated to the room, shall be provided with a listed room temperature supervisory signal-initiating device, operating as required by Section 17.17.5 of NFPA 72, and supervised by the building fire alarm system.

65) Section 905.3.1 shall be amended to read as follows:
905.3.1 Height. Class I standpipe systems shall be installed throughout buildings where any of the following conditions exist:

1. Four or more stories are above or below grade plane.
2. The floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is located more than 18 feet (5486 mm) below the highest level of fire department vehicle access.

Exceptions:

1. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:
   1.1. Recessed loading docks for four vehicles or less.
   1.2. Conditions where topography makes access from the fire department vehicle to the Building impractical or impossible.

19) Section 907.1 shall be amended to read as follows:
907.1 General. This section shall cover the application, installation, performance and maintenance of fire alarm systems and their components in new and existing buildings and structures where a Substantial Improvement is made to a building or structure.

20) Section 907.1.3.1 shall be added to the International Fire Code, and shall read as follows:
907.1.3.1 Fire alarm zone map. A fire alarm zone map showing a building floor plan and fire alarm system components shall be provided at each fire alarm control panel and fire alarm annunciator panel.

21) Section 907.1.4 shall be added to the International Fire Code, and shall read as follows:
907.1.4 Combination carbon monoxide and smoke detectors. The installation and location of Carbon Monoxide and Smoke Detectors shall comply with the Illinois Carbon Monoxide Alarm Detector Act (430 ILCS 135/) and Chapter 29 of NFPA 72. All smoke detectors required by this code to be located within common areas shall be a combination smoke/carbon monoxide detectors. Combination smoke/carbon monoxide detector located in common areas shall be set to temporal 3 and report as an alarm condition. Installation shall comply with the manufacturer installation instructions.

22) Section 907.2 shall be added to the International Fire Code, and shall read as follows:
907.2 Where required – new and existing buildings and structures. An approved fire alarm system, installed in accordance with the provisions of this code and NFPA 72, shall be provided in new and existing buildings and structures where a Substantial Improvement is made to a building or structure, as required by Sections 907.2.1 through 907.2.3 as amended.

23) Sections 907.2.1 through 907.10.2 shall be deleted in their entirety.

24) Section 907.2.1 shall be added to the International Fire Code, and shall read as follows:
907.2.1 Automatic fire detection system. An automatic fire detection system shall be installed throughout all of the following use group occupancies:

1. Group A
2. Group B
3. Group E
4. Group F
5. Group H
6. Group I
7. Group M
8. Groups R-1 and R-2
9. Group S

25) Section 907.2.2 shall be added to the International Fire Code, and shall read as follows:
907.2.2 Manual fire alarm system. A manual fire alarm system shall be installed throughout all of the following use group occupancies:

1. Group A
2. Group B
3. Group E
4. Group F
5. Group H
6. Group I
7. Group M
8. Groups R-1 and R-2
9. Group S

26) Section 907.2.3 shall be added to the International Fire Code, and shall read as follows:
907.2.3 Emergency voice/alarm communication system. An emergency voice/alarm communication system shall be installed throughout all of the following use group occupancies:

1. Group A occupancies with an occupancy of 1,000 of more
2. Group E

27) Sections 907.2.11 shall be retitled and amended to read as follows:
907.2.11 Single- and multiple-station Smoke Alarms, and Smoke Detection Systems. Smoke alarms and smoke detection systems shall be provided within R-1, R-2, R-3, R-4 and I-1 Use Groups in accordance with NFPA 72, Chapter 29 and the requirements of the Illinois Smoke Detector Act (425 ILCS 60/) as amended from time to time.

28) Sections 907.2.11.1 through 907.2.11.7 shall be deleted in their entirety.

29) Sections 907.2.15 through Section 907.2.22 shall be deleted in their entirety.

30) Section 907.6.3 shall be amended to delete Exceptions 1, 2, & 3.

31) Section 907.6.3.1 shall be amended to read as follows:
907.6.3 Annunciation. Unless approved by the fire code official of the Fire Alarm Control Unit, a remote annunciator shall be provided at the main entrance of all buildings and at each ground level tenant space. Remote annunciators shall provide the functions of acknowledge, silence, and resetting upon activation using a key, which shall be provided for the building's Key (Knox) box.

32) Section 907.6.3.1.2 shall be added to the International Fire Code, and shall read as follows:
907.6.3.1.2 Multi-tenant Occupancies. In multi-tenant occupancy buildings served by a fire alarm system which includes notification appliances serving more than a single tenant, an exterior visible notification appliance shall be provided over the main entrance at all ground level tenet spaces only, in a location approved by the fire code official. The appliance shall be a weatherproof appliance, with a clear lens, and shall be not less than 75 candelas. Occupant notification shall be throughout all tenant spaces and shall ring by tenant upon system activation.

33) Section 907.6.4.2 shall be deleted in its entirety.

34) Section 907.6.6 shall be amended to read as follows:
907.6.6 Monitoring. Fire alarm systems required by this Chapter, other provisions of the City Code, or by the International Building Code shall be monitored by a UL listed central station. The communications channel between the protected premises and the supervising station shall comply with NFPA 72.

35) Section 912.2.3 shall be added to the International Fire Code, and shall read as follows:
912.2.3 Fire department connections. Fire department connections shall be located within 100 feet of a fire hydrant supplied by the municipal water system.

36) Section 912.3.1 shall be added to the International Fire Code, and shall read as follows:
912.3.1 Connection type. Fire department connections shall be a standard Siamese connection and shall utilize NST threads.

37) The title to Section 913 shall be amended to read "Fire Pumps and Riser Rooms".

38) Section 913.2.1 shall be amended to read as follows:
913.2.1 Protection of fire pump and riser rooms. Fire pumps and automatic sprinkler risers shall be located in rooms constructed of one-hour fire-resistance rated fire barriers and horizontal assemblies, with opening protectives, as required by Chapter 7 of this Code.

39) Section 915.7 shall be added to the International Fire Code, and shall read as follows:
915.7 Illinois Carbon Monoxide Detector Alarm Act. In addition to the requirements of Section 915.1 through 915.6, the requirements of the Illinois Carbon Monoxide Detector Alarm Act (430 ILCS 135/) shall apply to all buildings. Where a conflict exists, the most-restrictive requirement(s) shall apply.

40) Section 1031.6 shall be retitled and amended to add the following text to the end of said Section 1030.5, to read as follows:
1031.6 Bars, guards, grilles, covers and screens. Window and area wells that are more than 30 inches in depth shall be protected in accordance with either: (1) an approved cover; or (2) surrounded by an approved guardrail.

Exception: Where there is a terrace with a width of 36 inches or more that is located less than 30 inches below the top edge of the window or area well.

41) Section 1207.11.3 Condition #4 shall be amended to read as follows:

1207.11.3 Condition #4. Enclosed utility closets, basements, and storage or utility spaces within dwelling units and sleeping units with finished or noncombustible walls and ceilings. Walls and ceilings of unfinished wood-framed construction shall be provided with not less than 5/8-inch Type X gypsum wallboard. Basements used for ESS systems shall be designed for one hour-fire rated separation with self-closing one hour fire rated door. An automatic sprinkler shall be provided in such areas. A separate building permit shall be required for ESS systems located in the basement.

42) 1207.11.4 Condition #1 shall be deleted and replaced with the following, to read as follows:
1207.11.4 Condition #1. Regardless of kWh, basements, storage, or utility closets shall comply with Condition #4 of the 2024 IFC, Section 1207.11.3 City of Highland Park amendment.

43) 1207.11.4.1 shall be added to the International Fire Code, and shall read as follows:
1207.11.4.1 Volatile Organic Compound (VOC) Monitoring System. Energy Storage Systems installed in garages, basements, storage, or utility closets that comply with 2024 IFC, Section 1207.11.3 City of Highland Park amendment; shall be required to have an Volatile Organic Compound Detector capable of detecting electrolyte leaks and that is interconnected to the Fire Alarm System.

44) Section 3103.2 is amended to delete subsection (1); and shall read as follows:
3103.2 Approval required. Tents and membrane structures having an area in excess of 150 square feet (13.94 m2) shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building code official. Please reference City of Highland Park Building Regulations Sec. 170.130.

45) Section 3405.8 shall be added to the International Fire Code, and reads as follows:
3405.8 Other Requirements. The quantities, distances and heights identified in Section 3405 shall be regulated in accordance with the Zoning Code as amended and where applicable.

46) Section 3407.5 shall be added to the International Fire Code, and reads as follows:
3407.5 Other Requirements. The quantities, distances and heights identified in Section 3407 shall be regulated in accordance with the Zoning Code as amended and where applicable. Please reference City of Highland Park Building Regulations Chapter – 173.

ARTICLE IV. - RESIDENTIAL CODE

Sec. 170.401. - International Residential Code for One- and Two-Family Dwellings Adopted by Reference.

For the purpose of establishing rules and regulations for the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, additions, use or maintenance of one- and two- family dwellings and townhouses, the International Residential Code for One- and Two-Family Dwellings, 2024 Edition, as follows: Chapters 1-10, 12-24, 44, along with Appendices BA, BB, BE, BF, BG, BH, BO, CA, CB, CC, CD, CE, and NB thereto, is hereby adopted, and by this reference, incorporated as if fully set forth herein with the exception of such portions as are expressly deleted or amended by Section 170.403 of this Chapter.

Sec. 170.402. - Single-Family Dwelling Models.

Upon proper application, together with payment of the requisite fees, model home permits may be issued upon a lot or parcel of land prior to Council's final acceptance of streets and public service utilities; provided, however, that said building permits are conditioned as hereinafter stated.

1) During the course and process of construction of said models, all methods of ingress and egress used by the developer and any of its sub-trades shall be confined to a temporary road.
    a) A permit is required for the construction of such temporary road to service the model homes under construction on private property for maximum distance into said private property as determined by the City Engineer. Said temporary road will be a minimum width of 20 feet, constructed of crushed stone aggregate to a minimum compacted depth of eight inches and shall be kept in good repair during the period of construction.
    b) Diligent efforts are to be exercised by the developer to keep adjoining streets free and clear of mud resulting from any work, labor, or materials and vehicles used in connection therewith during the course of construction of these model homes.
2) The developer is to maintain adequate on-site drainage to protect adjoining properties.
3) The required foundation elevation is to be approved by the City Engineer prior to the issuance of a building permit for a model home.
4) No construction work of a combustible nature shall be commenced until water main improvements are installed and serve the building site with potable water for consumption and firefighting purposes.
5) A temporary sign permit is required for a sign denoting the name of the proposed street, subdivision, and model home address.
6) No installation of gas, electric, or telephone service shall be made prior to the acceptance of the underground improvements (storm sewers, sanitary sewers, and water mains) serving the building site.
7) In the event permanent roads are paved with concrete, the roads are to be barricaded, and any and all work pertaining to the construction of model homes shall totally cease; such cessation shall continue until such road pavement has cured for a period of 14 days. A full-time guard is to be maintained for a period of 72 hours after completion of finishing operations in order to ensure that no one uses said pavement.
8) No occupancy permits shall be issued for model homes until all underground and surface public improvements have been completed and accepted by the City and all other applicable building code requirements have been completed and approved by the Building Department.

Sec. 170.403. - Amendments to the International Residential Code for One- and Two-Family Dwellings.

The following words, provisions, and paragraphs are to be added to following designated sections of the code adopted in Section 170.401. These amendments supersede the requirements of the indicated provisions of such code.

1) Section R101.1 shall be amended to read as follows:
R101.1 Title. These provisions shall be known as "the City of Highland Park Residential Code" hereinafter referred to as ""this code."

2) Section R103.1 shall be amended to read as follows:
R103.1 Creation of enforcement agency. "The Department of Community Development, Building Division" is hereby created and the official in charge is known as the "Building Official" The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

3) Section R105.1.1 shall be added to the International Residential Code, and shall read as follows:
R105.1.1 Roofing work. Proof of licensure shall be required at the time of permit application in accordance with the Illinois Roofing Licensing Act (225 ILCS 335). The Building Official shall require the certification from a state licensed architect, engineer, or roofing contractor that the work has been completed in accordance with this Code and the manufacturer's specifications. Any person who falsely certifies that work has been completed according to code shall be guilty of a violation of this Code and subject to the penalties set forth in Section 170.199 of the City Code.

4) Section R105.2 is amended to read as follows:
R105.2 Work exempt from permit. Permits are not required for the following. Exemptions from the permit requirements of this Code are not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of the City.

Building:

1. Fencing repairs impacting less than 25 percent of the total linear footage of fencing.
2. Retaining walls that are not over three feet in height, as measured from the finished grade at the base of the wall to the top of the wall, unless supporting a surcharge or impounding Class I, II or III A liquids. Retaining walls greater than 3 feet in height shall require a permit and a review by a Structural Engineer or Civil Engineer licensed in the State of Illinois.
   lids, supported directly on grade if the capacity is not greater than 75 gallons.
3. Water tanks, enclosed with lids, supported directly on grade if the capacity is not greater than 75 gallons.
4. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
5. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
6. Swings and other playground equipment.
7. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
8. Roofing repairs changing 25 percent or less of the total roofing area.
9. Replacement siding, unless the structure needs to be modified in order to support the new siding.
10. Tents less than or equal to 150 square feet in area.
11. Window replacement where the opening sizes do not change and are l are installed in the same openings as the existing windows.

Electrical:

1. Listed cord-and-plug connected temporary decorative lighting.

2. Reinstallation of attachment plug receptacles but not the outlets therefor.
3. Replacement if branch circuit overcurrent devices of the required capacity in the same location.
4. Electrical wiring, devices, appliances, apparatus, or equipment operating less than 25 volts and not capable of supplying more than 50 watts of energy.
5. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Gas:

1. Portable heating, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation appliances.
3. Portable cooling unit.
4. Steam, hot- or chilled-water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration systems containing ten pounds (4.54 kg) or less of refrigerant or that are actuated by motors of one horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this Code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves, or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

5) Section R105.5 shall be deleted in its entirety.
Please reference City of Highland Park Building Regulations, Section 170.128

6) Section R106.3.1 shall be amended to read as follows:
R106.3.1 Approval of construction documents. When issuing a permit, the Building Official shall denote their approval of the construction documents in writing or with a stamp. One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of the work, and shall be open to inspection by the Building Official or their authorized representatives.

7) Section R108.1 shall be amended to read as follows:
R108.1 Payment of fees. A permit shall not be issued until the fees prescribed in the City of Highland Park's Annual Fee Resolution have been paid.
Please reference City of Highland Park Building Regulations, Section 170.128

8) Section R108.4 shall be amended to read as follows:

R108.4 Work commencing before permit issuance. Any person who commences any work on a mechanical system before obtaining the necessary permits shall be subject to a fee established by the City of Highland Park's Annual Fee Resolution, which shall be in addition to the required permit fees.
Please reference City of Highland Park Building Regulations, Section 170.127

9) Section R110.3 shall be deleted in its entirety.
Please reference City of Highland Park Building Code, Section 170.104

10) Section R113.4 shall be deleted in its entirety.
Please reference City of Highland Park Building Code, Section 170.199

11) Section R114.4 shall be amended to read as follows:
R114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the City of Highland Park's Annual Fee Resolution.
Please reference City of Highland Park Building Regulations, Section 170.199

12) Section R202 shall be amended by adding the following definitions, which definitions shall read as follows:

RECREATIONAL FIRE. An outdoor fire burning materials, other than rubbish, where the fuel being burned is contained in an outside fireplace, outdoor fire pit, barbeque grill, or barbeque pit and has a total fuel area of three feet or less in diameter and two feet or less in height for pleasure, religious, ceremonial, or cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

RETAINING WALL. A retaining wall is a vertical, self-supporting structure constructed of concrete, durable wood, masonry, or other materials, designed to resist the lateral displacement of soil or other materials.

FIRE ALARM SYSTEM. A system or portion of a combination system consisting of components and circuits arranged to monitor and annunciate the status of fire alarm or supervisory signal-initiating devices and to initiate the appropriate response to those signals.

13) Table R301.2 shall be completed to read as follows:
Table R301.2. Ground snow load- 39; Wind speed- 107; Seismic design category-B; Weathering-Severe; Frost line depth-42 inches; Termite-slight to moderate; Winter design temp.-4 degree; Ice barrier required-yes; Flood hazards-Yes; Air freezing index-2,000; Mean annual temp.-50 degrees.

Manual (J) Design Criteria from Table R301.2(1) of the International Residential Code. Elevation-__; Latitude-__; Winter heating-__; Altitude correction factor-__; Indoor design temperature-__; Design temperature cooling-__; Heating temperature difference-__; Cooling temperature difference-___; Wind velocity heating-__; Coincident wet bulb-__; Daily range-__; Winter humidity-__; Summer humidity-__.

14) Section R302.16 shall be added to the International Residential Code, and shall read as follows:
R302.16 Recreational fires and outdoor cooking equipment. Recreational fires and outdoor permanently-installed cooking equipment shall not be located within ten feet of any structure, measured from the closest outside edge of the fireplace, fire pit, or cooking equipment to the furthest most projection of the structure, unless otherwise allowed by manufacturer's specifications.

15) Section R309.1 shall be amended to read as follows:
R309.1 Townhouse automatic sprinkler systems. An automatic sprinkler system shall be installed throughout all new townhouses, including all attached garages.

Exception: An automatic sprinkler system shall not be required where additions or alterations are made to existing townhouses that are not already provided with an automatic sprinkler system.

16) Section R309.1.2 shall be added to the International Residential Code, and shall read as follows:
R309.1.2 Townhouse Alarm Systems. An approved audible and visual sprinkler waterflow alarm device, located on the exterior of the building in an approved location visible from the public way, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a waterflow switch is required by IFC Section 903.4.1 to be electrically supervised, such sprinkler waterflow alarm devices shall be powered by a fire alarm control unit or, where provided, a fire alarm system. Where a fire alarm system is provided, actuation of the automatic sprinkler system shall actuate the building fire alarm system. The approved audible and visual alarm devices is as follows:

1. A 110 cd strobe light with a blue lens connected to any waterflow switch, or;
2. A weatherproof AV device with a blue lens connected to any waterflow switch.

17) Section R309.2 shall be amended to read as follows:
R309.2 One- and two-family dwellings automatic sprinkler systems. An automatic sprinkler system shall be installed throughout all new one- and two-family dwellings, including all attached garages. An automatic sprinkler system shall be installed throughout existing one- and two-family dwellings, including all attached garages, where an improvement, combination of improvements, or repair work is proposed and the total cost of such work exceeds seventy-five (75) percent of the market value of the structure prior to commencement of the work, as determined by the Building Official.

Exception: An automatic sprinkler system shall not be required for additions, alterations, or repairs to existing one- and two-family dwellings that are not already provided with an automatic sprinkler system, provided that the proposed work does not exceed seventy-five (75) percent of the market value of the structure prior to commencement of the work.

18) Section R309.2.1 shall be amended to read as follows:
R309.2.1 Design and installation. Automatic sprinkler systems shall be designed and installed in accordance with Section P2904 or NFPA 13D. In addition, a flow switch shall be installed with a bell alert system installed on the supply duct of each HVAC system.

19) Section R310.3 shall be amended to read as follows:
R310.3 Location. Smoke alarms and smoke detection systems shall be provided in accordance with NFPA 72, Chapter 29 and the requirements of the Illinois State Fire Marshal & Illinois Smoke Detector Act (425 ILCS 60/)

20) Section R310.6.1 shall be added to the International Residential Code, and shall read as follows:
R310.6.1 System wiring and cables. All wiring and fire alarm cables shall be UL listed FPLR power-limited fire alarm cable installed with drive rings or approved cable clamps. The use of bare staples or BX tacks are prohibited. All cable runs and pulls must be complete and all splicing or terminations shall occur in accessible boxes or splice points. Exposed wiring and cables are permitted only in areas where accessible.

In concealed spaces or areas where the wiring and cables may become damaged, all wiring and cables shall be installed within metallic raceways and terminate in metallic outlet boxes.

21) Section R310.8 shall be added to the International Residential Code, and shall read as follows:
R310.8 Key (Knox) box required. A key (Knox) box required in all One and Two Family Dwellings where monitored low voltage fire alarm systems, monitored fire sprinkler systems, residential elevators or lift systems, or medical alert systems are installed. The key box shall be keyed and located within five feet of the front exit door and no lower than five feet above the ground.

22) Section R311.3 shall be amended to read as follows:
R311.3 Carbon monoxide alarms. The installation and location of Carbon Monoxide Alarms shall comply with the Illinois Carbon Monoxide Alarm Detector Act (430 ILCS 135/) and Chapter 29 of NFPA 72. All smoke detectors required by this code to be located within common areas shall be a combination smoke/carbon monoxide detector. Installation shall comply with the manufacturer installation instructions.

23) Section R317.8 shall be added to the International Residential Code, and shall read as follows:
R317.8 Heat detectors in garages. Heat detectors shall be installed in garages attached to dwellings. Heat detectors shall be listed and installed in accordance with NFPA 72 and shall be interconnected to provide audible notification within the dwelling. Heat detectors shall not be required to initiate sprinkler systems.

24) Section R319.4.4 shall be retitled and amended to add the following to the end of said Section R312.1.1, to read as follows:
R319.4.4 Bars, guards, grilles, covers, and screens. All window and area wells that are more than 30 inches in depth shall be protected (even if they are not intended for an Emergency Escape and Rescue Openings) in accordance with either of the following methods:

1. An approved cover; or
2. Surrounded by an approved guardrail.

Exception: Where there is a terrace with a width of 36 inches or more that is located less than 30-inches below the top edge of the window or area well.

25) Section R321.3 shall be added to the International Residential Code, and shall read as follows:
R321.3 Adjacent to construction sites. Every construction site shall be enclosed with a securable, screened chain link fence that is a minimum of six feet in height. Fencing shall be of adequate strength to resist wind pressure. The Building Official shall have authority to make exceptions, as requested in writing. Gates on fences shall locked at all times when not occupied.

26) Section R322.1 shall be retitled and amended to read as follows:
Section R322.1 Accessibility. The State of Illinois Accessibility Code as amended from time to time, shall control the design and construction of buildings and facilities for accessibility.

27) Section R330.4 Condition #4 shall be amended to read as follows:
R330.4 Condition #4. Enclosed utility closets, basements, and storage or utility spaces within dwelling units and sleeping units with finished or noncombustible walls and ceilings. Walls and ceilings of unfinished wood-framed construction shall be provided with not less than 5/8-inch Type X gypsum wallboard. The rooms shall be designed for one hour-fire rated separation with self-closing one hour fire

rated door. An automatic sprinkler shall be provided in such areas. Penetrations through the required gypsum wallboard into the dwelling shall be protected as required by Section R302.11, Item 4. A separate building permit shall be required for ESS systems located in the basement.

28) R330.5 Condition #1 shall be deleted and replaced with the following, to read as follows:
R330.5 Condition #1. Regardless of kWh, basements, storage, or utility closets shall comply with Condition #4 of the 2024 IRC, Section R330.4 City of Highland Park amendment.

29) Section R330.7 shall be amended to add the following text to the end of such Section R330.7:
R330.7 Fire detection. Volatile organic compound (VOC) detectors shall be installed in garages, utility closets, basements, and storage utility spaces that accommodate ESS systems.

30) Section R401.1 shall be amended to delete all exceptions and read as follows:
R401.1 Application. The provisions of this Code shall control the design and construction of the foundation and foundation spaces for buildings. In addition to the provisions of this Code, the design and construction of foundations in flood hazard areas as established by Table R301.2 shall meet the provisions of Section R306.

31) Section R402.1 shall be amended to read as follows:
R402.1 Wood foundations. Wood foundations shall be prohibited.

32) Section R402.1.1 shall be deleted in its entirety.

33) Section R402.1.2 shall be deleted in its entirety.

34) Section R402.4 shall be amended to read as follows:
R402.4 Masonry. Masonry foundations shall be prohibited.

35) Section R403.1 shall be amended to read as follows:
R403.1 General. All exterior walls shall be supported on monolithically poured concrete foundation walls that are supported by continuous monolithically poured concrete footings or other approved structural systems which shall be sufficient design to accommodate all loads in accordance with Section 301 and to transmit the loads to the soil within the limitations as determined from the character of the soil. Footings shall be supported on undisturbed natural soils or engineered fill, except when erected upon solid rock or otherwise protected from frost, engineered foundation wall piers or other engineered permanent supports not prohibited by Article IV Residential Code. Where concrete footings are required to support buildings and structures, the bottom of the footing shall extend to a depth of 42 inches measured from finished grade, except that turned down footings supporting accessory structures as permitted are not required to extend to 42 inches below grade. All spread footings shall be of adequate size and designed to distribute the imposed loads within the allowable bearing value of the soil. Concrete footings shall be designed and constructed in accordance with the provisions of Section R403, or in accordance with ACI 332.

36) Section R403.1.1 shall be amended to read as follows:
R403.1.1 Minimum size. Concrete footings shall have a minimum width (W) of no less than 16 inches and a minimum thickness (T) of no less than eight inches and where applicable shall be in accordance with Tables R403.1(1) through R403.1(3) and Figure R403.1(1) or R403.1.3. The footing width shall be based on the load-bearing value of the soil in accordance with Table R401.4.1. Footing projections (P) shall be not

less than two inches (51 mm) and shall not exceed the thickness of the footing. Footing thickness and projection for fireplaces shall be in accordance with Section R1001.2. The size of footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R401.4.1. Footings for precast foundations shall be in accordance with the details set forth in Section R403.4, Table R403.4, and Figures R403.4(1) and R403.4(2).

37) Section R403.1.6.2 shall be added to the International Residential Code, and shall read as follows:
R403.1.6.2 Shed anchorage. Sheds shall be anchored to the ground or to a permanent foundation by an approved anchorage system designed to resist applicable wind and uplift forces.

38) Section R403.2 shall be deleted in its entirety.

39) Section R403.4.1 shall be deleted in its entirety.
40) Section R404.1 shall be retitled and amended to read as follows:
R404.1 Concrete foundation walls and masonry retaining walls. Concrete foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.3. Masonry retaining walls shall be selected and constructed in accordance with the provisions of Section R404.1.2.

41) Section R404.1.1 shall be amended to read as follows:
R404.1.1 Design required. Concrete foundation or masonry retaining walls shall be designed in accordance with accepted engineering practice where either of the following conditions exists:

1. Walls are subject to hydrostatic pressure from ground water.
2. Walls supporting more than 48 inches (1219 mm) of unbalanced backfill that do not have permanent lateral support at the top or bottom.
3. Masonry retaining walls shall be designed in accordance with Section R404.4.

42) Section R404.1.2 and Section 404.1.2.1 shall be amended to replace all references of "masonry foundations" with "masonry retaining walls".

43) Section R404.1.5 shall be amended to not apply to masonry foundations.

44) Section R404.1.5.1 shall be deleted in its entirety.

45) Section R404.1.8 shall be deleted in its entirety.

46) Section R404.1.9 shall be amended to add the following text to the end of said Section R404.1.9, to read as follows:
R404.1.9 Isolated masonry piers. Isolated masonry pier use is limited to above-grade only.

47) Sections R404.2 through 404.2.6 are deleted in their entirety.

48) Sections R406.3 through 406.3.4 are deleted in their entirety.

49) Section R407.1 shall be retitled and amended to read as follows:
R407.1 Wood columns and posts. Wood columns and posts supporting structures are prohibited from being buried below grade (except fence posts). Wood columns and posts shall be anchored to concrete footings above grade by an approved manufactured post connector. Wood columns and posts shall be protected from decay as set forth in Section R304.

50) Section R408.6 shall be amended to read as follows:

R408.6 Finished grade. The finished grade of under-floor surfaces shall be comprised of at least two inches of washed stone, leveled and covered with a continuous Class I vapor retarder with joints overlapped by six inches and at least a two inch slush coat. The finished grade shall be located at least three feet from the bottom of the floor framing above, and not lower than the top of the footing. If the finished grade is located within 12 inches of the top of the footing, an approved drain tile system shall be required.

51) Section R507.1 shall be amended to add the following text to the end of such Section R507.1, to read as follows:
R507.1 Decks. Decks that exceed six (6) feet in height above grade, or decks of unusual design, configuration, loading, or site conditions as determined by the Building Official, shall be designed in accordance with accepted engineering practice by a registered design professional licensed in the State of Illinois.

52) Section R507.3 shall be amended to delete all of the Exceptions.

53) Section R507.4.1 shall be amended to read as follows:
R507.4.1 Deck-post-to-deck footing connection. Deck posts are prohibited from being buried below grade. Deck posts shall be anchored to concrete footings above grade by an approved manufactured post connector.

54) Section R1305.1.1.1 shall be added to the International Residential Code, and shall read as follows:
R1305.1.1.1 Heat detectors in mechanical rooms. Approved heat detectors shall be installed in all mechanical rooms. Heat detectors shall be listed and installed in accordance with NFPA 72 and shall be interconnected to provide audible notification within the dwelling. Heat detectors shall not be required to initiate sprinkler systems.

55) Section R1305.1.2.2 shall be added to the International Residential Code, and shall read as follows:
R1305.1.2.2 Mechanical rooms. Appliances in attic spaces outside the thermal envelope of the building shall be installed inside a room with a solid floor. This room shall be dry-walled taped and insulated with an exterior grade door and jamb large enough to remove the largest appliance. The minimum room size shall be large enough to accommodate the appliance including a level service space not less than 30 inches deep, 30 inches wide and five feet tall in front of or on the service side of the appliance.

ARTICLE V. - MECHANICAL CODE

Sec. 170.501. - Short Title.

This Article shall be known and cited as "The City of Highland Park Mechanical Code".

Sec. 170.502. - International Mechanical Code Adopted by Reference.

The International Mechanical Code, 2024 Edition, is hereby adopted, and by this reference, incorporated as if fully set forth herein with the exception of such portions as are expressly deleted or amended by Section 170.503 of this Chapter.

Sec. 170.503. - Amendments to the International Mechanical Code.

The International Mechanical Code, 2024 Edition, is hereby amended as follows:

1) Section 101.1 shall be amended to read as follows:
101.1 Title. These regulations shall be known as the City of Highland Park Mechanical Code, herein-after referred to as "this code".

2) Section 103.1 shall be amended to read as follows:
103.1 Creation of agency. The Department of Community Development, Building Division"" is hereby created and the official in charge is known as the "Building Official".

3) Section 105.4.3 shall be deleted in its entirety.
Please reference City of Highland Park Building Regulations, Section 170.128

4) Section 105.4.4 shall be deleted in its entirety.
Please reference City of Highland Park Building Regulations, Section 170.128

5) Section 108.1 shall be retitled and amended to read as follows:
108.1 Payment of fees. A permit shall not be issued until the fees prescribed in the City of Highland Park's Annual Fee Resolution have been paid.
Please reference City of Highland Park Building Regulations, Section 170.127

6) Section 108.2 shall be deleted in its entirety.
Please reference City of Highland Park Building Regulations, Section 170.127

7) Section 108.4 shall be amended to read as follows:
108.4 Work commencing before permit issuance. Any person who commences any work on a mechanical system before obtaining the necessary permits shall be subject to a fee established by the City of Highland Park's Annual Fee Resolution, which shall be in addition to the required permit fees.
Please reference City of Highland Park Building Regulations, Section 170.127

8) Section 114.4 shall be deleted in its entirety.
Please reference City of Highland Park Building Regulations, Section 170.199

9) Sections 115.1 through 115.3 shall be deleted in their entirety.
Please reference City of Highland Park Building Regulations, Section 170.199

10) Section 115.4 shall be amended to read as follows:

Section 115.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the City of Highland Park's Annual Fee Resolution. Please reference City of Highland Park Building Regulations, Section 170.199

11) Section 306.3.2 shall be added to the International Mechanical Code, and shall read as follows:
306.3.2 Mechanical rooms. Appliances in attic spaces outside the thermal envelope of the building shall be installed inside a room with a solid floor. This room shall be dry-walled taped and insulated with an exterior grade door and jamb large enough to remove the largest appliance. The minimum room size shall be large enough to accommodate the appliance including a level service space not less than 30 inches deep, 30 inches wide and five feet tall in front of or on the service side of the appliance.

12) Section 307.2.3 shall be amended to read as follows:
307.2.3 Auxiliary and secondary drain systems. In addition to the requirements of Section 307.2.1, where damage to any building components could occur as a result of overflow from a humidifier or other condensate producing equipment's primary drainage/condensate removal system, an auxiliary drain pan with a separate drain and a water-level detection device shall be provided. Water-level detection devices shall conform to UL 508 and shall shut off the equipment.

Exception: Fuel-fired appliances that automatically shut down operation in the event of a stoppage in the condensate drainage system.

13) Section 602.2.1 shall be amended to read as follows:
602.2.1 Stud cavity and joist space plenums. The spaces between studs or joist shall not be utilized as a plenum for either supply or return air.

14) Section 1005.2 shall be amended to read as follows:
1005.2 Potable water supply. The water supply to all boilers shall be connected in accordance with the Illinois Plumbing Code, as amended from time to time.

15) Section 1005.2.1 shall be added to the International Mechanical Code, and shall read as follows:
Section 1005.2 .1 Backflow preventers. Backflow preventers shall be installed on all broilers connected to the potable water supply.

ARTICLE VI. - FUEL GAS CODE

Sec. 170.601. - Short Title.

This Article shall be known and cited as "The City of Highland Park Fuel Gas Code".

Sec. 170.602. - Adoption of the International Fuel Gas Code.

The International Fuel Gas Code, 2024 Edition, is hereby adopted, and by this reference, incorporated as if fully set forth herein with the exception of such portions as are expressly deleted or amended by Section 170.603 of this Chapter.

Sec. 170.603. - Amendments to the International Fuel Gas Code.

The International Fuel Gas Code, 2024 Edition, is hereby amended as follows:

1) Section 101.1 shall be amended to read as follows:
101.1 Title. These regulations shall be known as the City of Highland Park Fuel Gas Code, herein-after referred to as "this code".

2) Section 103.1 shall be amended to read as follows:
103.1 Creation of agency. The Department of Community Development, Building Division"" is hereby created and the official in charge is known as the "Building Official".

3) Section 105.5.3 shall be deleted in its entirety.
Please reference the City of Highland Park Building Regulations, Section 170.128

4) Section 105.5.4 shall be deleted in its entirety.
Please reference the City of Highland Park Building Regulations, Section 170.128

5) Section 108.1 shall be retitled and amended to read as follows:
108.1 Payment of fees. A permit shall not be issued until the fees prescribed in the City of Highland Park's Annual Fee Resolution have been paid.
Please reference the City of Highland Park Building Regulations, Section 170.127

6) Section 108.4 shall be amended to read as follows:
108.4 Work commencing before permit issuance. Any person who commences any work on a mechanical system before obtaining the necessary permits shall be subject to a fee established by the City of Highland Park's Annual Fee Resolution, which shall be in addition to the required permit fees.

7) Section 108.2 shall be deleted in its entirety.
Please reference the City of Highland Park Building Regulations, Section 170.127

8) Section 113.4 shall be deleted in its entirety.
Please reference the City of Highland Park Building Regulations, Section 170.199

9) Section 114.4 shall be amended to read as follows:
114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the City of Highland Park's Annual Fee Resolution.
Please reference City of Highland Park Building Regulations, Section 170.199

ARTICLE VII. - PLUMBING CODE

Sec. 170.701. - Short Title.

This Article VII shall be known and cited as "The Highland Park Plumbing Code."

Sec. 170.702. - Definitions.

For the purpose of this Article VII, the following terms or words shall have the meaning indicated in this Section. The definition as contained in this Section shall take precedence over any other accepted meaning, including those contained in any reference material referred to in this Article VII.

Plumbing System includes the water service piping; water supply and distribution pipes; plumbing fixtures and traps; soil, waste and vent pipes; building drains, including their respective connections, devices and appurtenances within the property lines of the premises, and water-treating or water-using equipment. The plumbing system does not include a storm sewer, storm water or ground water management system or any part thereof. For storm sewer, storm water and ground water management requirements, refer to Section 51.300 of the City Code.

Public or Public Use means, in the classification of plumbing fixtures, all fixtures except those which are located in a private dwelling.

Sec. 170.703. - Illinois State Plumbing Code Adopted by Reference.

The Illinois State Plumbing Code (77 Ill. Adm. Code 890.110 et seq.), is hereby adopted, and by this reference, incorporated as if fully set forth herein. When any provision of this Article conflicts with a provision of the Illinois State Plumbing Code, the stricter regulation shall govern.

Sec. 170.704. - Amendments to Illinois State Plumbing Code.

The following amendments to the Illinois State Plumbing Code shall control whenever a conflict arises between the amendments set forth in this Section and the provisions of the Illinois State Plumbing Code.

1) *Section 890.570(d)* shall be amended to add the following text to paragraph (10):
Section 890.570(d)(10) Parking and driveways: Gas and oil interceptors located within vehicular parking areas or driveways shall be encased in concrete a minimum thickness of six inches on the bottom and all sides.

2) **Appendix A, Table A** shall be amended to delete the following provisions:
    1. **Building Drainage/Vent Pipe** Delete: "12) Polyvinyl Chloride (PVC) Pipe with Cellular Core, ASTM F8912010, ASTM F1760-2011."
    2. **Materials for Building Sewer** Delete: "1) Acrylonitrite Butadiene Styrene (ABS) Pipe, ASTM D 2661-2011, CSA B181.1-2011 in B1800." "8) Polyvinyl Chloride (PVC) Pipe with Cellular Core, ASTM F 891-2010."
    3. **Materials for Water Service Pipe** Delete: "1) Acrylonitrite Butadiene Styrene (ABS) Pipe, ASTM D 1527-2005." "4) Chlorinated Polyvinyl Chloride (CPVC) Pipe, ASTM D 2846/D 2846M2009be1, ASTM F 441/F 441M-2012, ASTM F 442/F 442M-2012, CSA B137.6-2009 in B137." "8) Poly Butylene (PB) Pip/Tubing, CSA B137.8-2009 in B137."
    4. **Materials for Water Distribution Pipe** Delete: "2) Chlorinated Polyvinyl Chloride (CPVC) Pipe, ASTM D 2846/D 2846M-2009be1, ASTM F 441/F 441M-2012, ASTM F 442/F 442M-2012, CSA B137.6-2009 in B137." "5) Cross Linked Polyethylene Distribution Systems,

ASTM F 876-2013a, ASTM F877-2011a, ASTM F 1807-2012 “7) Poly Butylene (PB) Pipe/Tubing, CSA B137.8-2009 in B137.” “8) Polypropylene Pipe, ASTM F 2389-2010. “9) Polyvinyl Chloride (PVC) Pipe, ANSI/NEMA Z535.1-2006 (R2011), ASTM D 1785-2012, ASTM D 2241-2009, ASTM D 2672-2009, CSA B137.3-2009 in B137.”

Sec. 170.705. - Conformity to Illinois Plumbing License Law Required.

No person shall engage in the business of plumbing in the City of Highland Park, either as a plumbing contractor, journeyman plumber, or apprentice plumber, except in accordance with the license requirement of the Plumbing License Law of the State of Illinois.

Sec. 170.706. - Administrative Authority.

The Building Official is hereby designated as the Administrative Authority for the purpose of enforcing the provisions of this Article.

Sec. 170.707. - Illinois Certified Plumbing Inspector.

The City's Certified Plumbing Inspector shall be the authorized representative of the Building Official and shall carry out the duties of enforcing the requirements of this Article, including the issuance of permits, inspections, issuance of notices, and preparation of formal complaints for processing by the Corporation Counsel.

Sec. 170.708. - Cash Deposit to Protect Public Property.

The plumbing contractor, employing plumber, self-employed journeyman plumber, drain (sewer) layer, the property owner, or the general contractor shall deposit with the City Collector for each sewer or water tap installation for which a permit is obtained, cash or a letter of credit at the rate set forth in the Annual Fee Resolution or more, if deemed necessary by the Superintendent of Streets. From this amount shall be deducted any cost of repair or replacement for any damage done to public property by the contractor in the prosecution of the work for which permit has been issued, if the contractor fails to repair, replace or restore the damaged public property in as good or better than the original condition, or failure of the contractor to maintain the construction site in a safe, satisfactory and clean condition with required barricades, caution lights and removal of debris. Such deposit or the residuum thereof in event of deduction for damage to public property, shall be returned upon application of the depositor and after inspection and approval of the work by the Superintendent of Streets.

Sec. 170.709. - Sewer Connection Permits and Dye Test Requirements.

(A) No person, firm or corporation may connect any building storm or sanitary drain with any public storm or sanitary sewer now existing or hereafter constructed, until a permit for such connection shall have been obtained from the Building Official, which shall not be issued prior to payment by the applicant of the fee therefor, in the amount set forth in the Annual Fee Resolution.

(B) A dye test of all existing downspouts and sump pump drains shall be required for structure additions or renovations of 50 square feet or greater. This test shall be performed by the Department of Public Works. The results, which determine a proper connection to the City infrastructure, shall be provided to the Building Division to be utilized in the permitting process. Permit approval and issuance shall be contingent upon the terms and conditions of the dye test and any corrections necessary to comply with all sections of this Code.

Sec. 170.710. - Plumbing Permit Fees.

(A) *New Plumbing Fixtures.* The fee for the installation of each plumbing fixture shall be in the amount set forth in the Annual Fee Resolution.

(B) *Replacement Plumbing Fixtures.* The fee for the replacement of any plumbing fixture requiring no changes in the water supply or drainage piping to the fixture shall be in the amount set forth in the Annual Fee Resolution per fixture.

(C) *Replacement Water Heater.* The fee for a water heater replacement shall be in the amount set forth in the Annual Fee Resolution.

(D) *Third-party Fee.* The fee for any third-party inspection or service required pursuant to this Code shall be in the amount set forth in the Annual Fee Resolution.

Sec. 170.711. - Private Sewage Disposal System Fees.

The fee for each private sewage disposal system or portion thereof including inspections fees, shall be the rate set forth in the Annual Fee Resolution. In addition, any applicant for any such private sewage disposal system must provide a permit therefore from Lake County prior to the issuance of any such permit.

Sec. 170.712. - Sanitary Sewer or Storm Sewer Connection and Dye Testing Charge.

(A) The charge for connecting a sanitary sewer or storm sewer with a public sanitary sewer or storm sewer shall be in the amount set forth in the Annual Fee Resolution.

(B) Dye Test. The fee for performing a dye test of existing downspouts and sump pump drains shall be in the amount set forth in the Annual Fee Resolution.

Sec. 170.713. - Notification to Plumbing Inspector.

The Plumbing Inspector shall be notified by the firm or the person doing the work when any plumbing work is begun and when it is ready for inspection. All work shall be left completely uncovered and convenient for examination until inspected and approved.

Sec. 170.714 - Automatic Water Meter (AMR) Location

For all residential and commercial properties where the water meter is installed inside the building, the Electrical Contractor shall furnish and install a ½-inch diameter empty conduit with pull cord to the exterior of the building.

The conduit shall be continuous and unobstructed and shall run from the incoming water service meter to the proposed Automatic Meter Reader (AMR) location, preferably located on the front elevation of the structure, unless otherwise approved by the City.

The conduit shall be installed in a manner that allows for future installation, maintenance, and replacement of AMR wiring without disruption to finished surfaces.

ARTICLE VIII. - ELECTRICAL CODE

Sec. 170.801. - Short Title.

This Article VIII shall be known and cited as "The City of Highland Park Electrical Code".

Sec. 170.802. - NFPA 70 National Electrical Code Adopted by Reference.

The National Electrical Code, 2023 Edition, and Annex H, is hereby adopted, and by this reference, incorporated as if fully set forth herein with the exception of such portions as are expressly deleted or amended by Section 170.803 of this Chapter.

Sec. 170.803. - Amendments to the NFPA 70 National Electrical Code.

The following amendments to the National Electrical Code, 2023 Edition, shall control whenever a conflict arises between the amendments and the provisions of the National Electrical Code, 2023 Edition, together with Annex H provided therein, except as amended by this Code:

1) Article 100 shall be amended by adding the following definitions, which definitions shall read as follows:

   SUBSTANTIAL IMPROVEMENT Any repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. If the structure has sustained Substantial Damage, any repairs are considered Substantial Improvement regardless of the actual repair work performed. The term does not, however, include either:

   1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
   2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure. For the purposes of this exclusion, a historic building shall be any of the following:

      2.1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
      2.2. Determined by the Secretary of the US Department of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as a historic district.
      2.3. Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.

2) Section 110.5 shall be amended to read as follows:
   110.5 Conductors. Conductors normally used to carry current shall be of copper conductors only.

3) Section 110.8 shall be amended to rea as follows:
   Section 110.8 Wiring Methods. The following wiring methods are not allowed:

   320. Armored Cable: Type AC, also known as, BX
   322. Flat Cables Assemblies: Type FC
   324. Flat Conductor Cable: Type FCC
   326. Integrated Gas Spacer Cable: Type IGS

330. Metal-Clad Cable: Type MC
334. Nonmetallic-Sheathed cable: Type NM and NMC also known as Romex
337. Type P Cable
338. Service-Entrance Cable: Type SE and USE
340. Underground Feeder and Branch-Circuit Cable: Type UF

4) Section 210.12 shall be amended to add the following Exception to read as follows:
210.12 ARC-Fault circuit-Interrupter Circuits. Exception. It shall be permitted to omit arc-fault protection for that portion of branch circuits enclosed in rigid metal conduit (RMC), Intermediate metal conduit (IMC), electrical metallic tubing (EMT), or flexible metal conduit (FMC) meeting the requirements of 250.118 using copper grounding conductors, along with metal outlet and junction boxes.

5) Section 220.1 shall be amended to add the following text to the end of said Section 220.1, to read as follows:
220.1 Scope. All commercial and residential new services or service revisions shall require load calculations and one-line diagram for permitting.

6) Section 225.10 shall be amended to read as follows:
225.10 Wiring on Buildings (or other Structures). The installation of outside wiring on surfaces of buildings (or other structures) shall be permitted for circuits not exceeding 1000 volts, nominal, as the following:
1. Auxiliary gutters
2. Busways
3. Cable trays
4. Cablebus
5. Intermediate metal conduit (IMC)
6. Liquidtight flexible metal conduit (LFMC)
7. Liquidtight flexible nonmetallic conduit (LFNC)
8. Reinforced Thermosetting Resin (RTRC)
9. Rigid metal conduit (RMC)
10. Rigid polyvinyl chloride conduit (PVC)

7) Article 230 shall be amended to add the following:
Article 230 Services shall have the following condition.
Electrical Services shall also meet the requirements of Com-Ed an Exelon Company, Service and Meter Requirements 2025 edition.

8) Section 230.85 Emergency Disconnects shall be amended to read as follows:
230.85 Emergency Disconnects. For one-and-two family, multi-family dwellings, and all commercial structures; an emergency disconnect means shall be installed on exterior of buildings via Circuit Breakers, disconnects, or shunt trip devices. The control switch for shunt-trip service disconnects shall be a Knox box keyed single pole normally open with momentary contact switch device. In all remodeling and additions to existing buildings and structures that meet the definition of Substantial Improvement, the emergency disconnect shall be required.

9) Section 240.5(B)(5) shall be added to the National Electric Code, and shall read as follows:
240.5(B)(5) Commercial Light Poles. Branch circuit wiring in commercial light poles shall be provided with quick disconnect in-line fuse holders, with slow blow fuses sized for lamp wattage. Branch circuit wiring in

commercial light poles shall be provided with quick disconnect in-line fuse holders, with slow blow fuses sized for lamp electronics and shall comply with Article 410.

10) Section 706.1 shall be amended to add the following:
Section 706.1 Scope shall add the 2024 International Fire Code (IFC), Section 1207.11, as amended by the City of Highland Park, to informational Note #3 for Energy Storage Systems.

11) Section 80.2 of Annex H shall be amended to delete the definition of Chief Electrical Inspector and Electrical Inspector.

12) Section 80.15 of Annex H shall be deleted in its entirety.

13) Section 80.25 of Annex H shall be deleted in its entirety.

14) Section 80.27 of Annex H shall be deleted in its entirety.

ARTICLE IX. - ENERGY CONSERVATION CODE

Sec. 170.901. - Illinois Energy Conservation Code Adopted by Reference.

For the purpose of establishing the minimum regulations governing the consumption of energy resources in buildings and structures, the Illinois Energy Conservation Code as adopted and published pursuant to 71 Ill. Admin. Code Part 600 et seq., is hereby adopted, and by this reference, incorporated as if fully set forth herein.

ARTICLE X. - ACCESSIBILITY CODE

Sec. 170.1001. - Illinois Accessibility Code Adopted by Reference.

For the purpose of establishing minimum scoping and technical design requirements to ensure that the built environment in the City is designed, constructed, and altered to be accessible to and usable by all, including individuals with disabilities, the Illinois Accessibility Code, as adopted and promulgated pursuant to 71 Ill. Admin. Code Part 400, is hereby adopted, and by this reference, incorporated as if fully set forth herein.

ARTICLE XI. - EXISTING BUILDING CODE

Sec. 170.1101. - Short Title.

This Article shall be known and cited as "The City of Highland Park Existing Building Code."

Sec. 170.1102. - International Existing Building Code Adopted by Reference.

The International Existing Building Code, 2024 Edition, is hereby adopted, and by this reference, incorporated as if fully set forth herein with the exception of such portions as are expressly deleted or amended by Section 170.1103 of this Chapter.

Sec. 170.1103. - Amendments to the International Existing Building Code.

The following amendments to the International Existing Building Code, 2024 Edition, shall control whenever a conflict arises between the amendments and the provisions of the International Existing Building Code, 2024 Edition:

1) Section 101.1 shall be amended to read as follows:
101.1 Title. These regulations shall be known as the City of Highland Park Existing Building Code, herein-after referred to as "this code".

2) Section 103.1 shall be amended to read as follows:
103.1 Creation of agency. The Department of Community Development, Building Division"" is hereby created and the official in charge is known as the "Code Official".

3) Section 104.3.1 shall be amended to read as follows:
104.3.1 Determination of substantially improved or substantially damages existing buildings and structures in flood hazard areas. All applications, permits, and approved work for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas shall meet the requirements of the City of Highland Park Municipal Code, Sec. 150.1801 Lake County Watershed Development Ordinance as amended and Sec. 150.1805 Amendments to the Watershed Development Ordinance. All proposed work that constitutes any improvement or repair of Substantial Damage shall meet the requirements of Sec. 1612 of the International Building Code, or Section R306 of the International Residential Code, as applicable.

4) Section104.2.4.1 shall be amended to read as follows:
104.2.4.1 Flood hazard areas. For existing Buildings located in flood hazard areas for which repairs, alterations, additions, and improvements are proposed, the code official shall not grant or approve any modifications. All proposed improvements or modifications shall meet the requirements of the City of Highland Park Municipal Code, Sec. 150.1801 Lake County Watershed Development Ordinance as amended and Sec. 150.1805 Amendments to the Watershed Development Ordinance.

5) Section 105.2 shall be amended to delete “Buildings” subsections 1, 3, 4, and 5.

6) Section 108.1 shall be retitled and amended to read as follows:
108.1 Payment of fees. A permit shall not be issued until the fees prescribed in the City of Highland Park's Annual Fee Resolution have been paid.

Please reference City of Highland Park Building Regulations, Section 170.127

7) Section 108.4 shall be amended to read as follows:
108.4 Work commencing before permit issuance. Any person who commences any work on a structure or building before obtaining the necessary permits shall be subject to a fee established by the City of Highland Park's Annual Fee Resolution, which shall be in addition to the required permit fees.
Please reference City of Highland Park Building Regulations, Section 170.127

8) Section110.3 shall be deleted in its entirety.
Please reference City of Highland Park Building Regulations, Section 170.104

9) Section 113.4 shall be deleted in its entirety.
Please reference City of Highland Park Building Regulations, Section 170.199

10) Section 114.4 shall be amended to read as follows:
114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the City of Highland Park's Annual Fee Resolution.
Please reference City of Highland Park Building Regulations, Section 170.199

11) Section 302.2 shall be amended to delete the last sentence of said section 302.2, and to replace it with the following text to read as follows:
302.2 Additional codes. Where provisions of this code conflict with the provisions of the City code and other adopted codes, the provisions of other City code and other adopted codes shall take precedence.

12) Section 306.1 shall be amended to read as follows:
305.1 Scope. The provisions of Illinois Accessibility Code as amended shall apply to maintenance, change of occupancy, additions and alterations to existing buildings, including those identified as historic buildings.

13) Section 507.3 shall be amended to read as follows:
507.3 Flood hazard areas. For existing Buildings located in flood hazard areas for which exterior repairs, alterations, additions, and Substantial Improvements are proposed, the code official shall not grant or approve any modifications. All proposed improvements or modifications shall meet the requirements of the City of Highland Park Municipal Code, Sec. 150.1801 Lake County Watershed Development Ordinance as amended and Sec. 150.1805 Amendments to the Watershed Development Ordinance.

Exception: Historic buildings meeting any of the following criteria need not be brought into compliance:
1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined by the Secretary of the US Department of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.
4. Is a building that is a designated local landmark or a contributing building within a local historic district per Chapter 24 - Historic Preservation.

14) Section 707.1 shall be amended to delete all references to the “International Energy Conservation Code” and replace them with “Illinois Energy Conservation Code as amended, from time to time”.

15) Section 701.3 shall be amended to read as follows:
701.3 Flood hazard areas. For existing Buildings located in flood hazard areas for which alterations and Substantial Improvements are proposed, the code official shall not grant or approve any modifications. All proposed improvements or modifications shall meet the requirements of the City of Highland Park Municipal Code, Sec. 150.1801 Lake County Watershed Development Ordinance as amended and Sec. 150.1805 Amendments to the Watershed Development Ordinance.

Exception: Historic buildings meeting any of the following criteria need not be brought into compliance:
1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places.
2. Determined by the Secretary of the US Department of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district.
3. Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.
4. Is a building that is a designated local landmark or a contributing building within a local historic district per Chapter 24 - Historic Preservation.

16) Section 705.3 shall be amended to add Exception 4 to read as follows:
705.3 Roof recover. Exception 4. In all occupancies, no roofing materials shall be constructed over or enclosed within a new roof or new structure creating a concealed space.

17) Section 809.1 shall be amended to delete all references to the "International Energy Conservation Code" and replace them with "Illinois Energy Conservation Code as amended, from time to time ".

18) Section 907.1 shall be amended to delete all references to the "International Energy Conservation Code" and replace them with "Illinois Energy Conservation Code as amended, from time to time ".

19) Section 1104.1 shall be amended to delete all references to the "International Energy Conservation Code" and replace them with "Illinois Energy Conservation Code as amended, from time to time".

ARTICLE XII. - SWIMMING POOL AND SPA CODE

Sec. 170.1201. - Short Title.

This Article shall be known and cited as "The City of Highland Park Swimming Pool and Spa Code".

Sec. 170.1202. - International Swimming Pool and Spa Code Adopted by Reference.

The International Swimming Pool and Spa Code, 2024 Edition, is hereby adopted, and by this reference, incorporated as if fully set forth herein with the exception of such portions as are expressly deleted or amended by Section 170.1203 of this Chapter.

Sec. 170.1203. - Amendments to the International Swimming Pool and Spa Code.

The following amendments to the International Swimming Pool and Spa Code, 2024 Edition, shall control whenever a conflict arises between these amendments and the provisions of the International Swimming Pool and Spa Code, 2024 Edition:

1) Section 101.1 shall be amended to read as follows:
   101.1 Title. These regulations shall be known as the City of Highland Park Swimming Pool and Spa Code, herein after referred to as "this code".

2) Section 103.1 shall be amended to read as follows:
   103.1 Creation of agency. "The Department of Community Development, Building Division" is hereby created and the official in charge is known as the "Building Official".

3) Section 105.1 shall be amended to insert the following at the end of said Section 105.1:
   105.1 When required. Seasonal and Temporary Pools and Spas require permit.

4) Section 105.4.3 shall be deleted in its entirety.
   Please reference City of Highland Park Building Regulations, Section 170.128

5) Section 105.4.4 shall be deleted in its entirety.
   Please reference City of Highland Park Building Regulations, Section 170.128

6) Section 109.1 shall be retitled and amended to read as follows:
   109.1 Payment of fees. A permit shall not be issued until the fees prescribed in the City of Highland Park's Annual Fee Resolution have been paid.
   Please reference City of Highland Park Building Regulations, Section 170.127

7) Section 109.4 shall be amended to read as follows:
   109.4 Work commencing before permit issuance. Any person who commences any work on a structure or building before obtaining the necessary permits shall be subject to a fee established by the City of Highland Park's Annual Fee Resolution, which shall be in addition to the required permit fees.
   Please reference City of Highland Park Building Regulations, Section 170.127

8) Section 113.4 shall be deleted in its entirety.
   Please reference City of Highland Park Building Regulations, Section 170.199

9) Section 112 shall be deleted in its entirety.

Please reference City of Highland Park Building Regulations, Section 170.103

10) Section 114.4 shall be amended to read as follows:
114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the City of Highland Park's Annual Fee Resolution. Please reference City of Highland Park Building Regulations, Section 170.199

11) Section 202 shall be amended by adding the following definitions, which definitions shall read as follows:

SEASONAL TEMPORARY POOLS. Pools and spas specifically designed to be erected, inflated or easily moved and designed and intended to be easily dismantled, deflated, removed and stored each annual season. Seasonal temporary pools and spas capable of a filled water height of 24 inches or greater shall comply with all barrier requirements of Chapter 3 of this Code.

12) Section 304.2 shall be amended to read as follows:
304.2 Determination of impacts based on location. Pools and spas proposed to be located or located in flood hazard areas shall meet the requirements of the City of Highland Park Municipal Code, Sec. 150.1801 Lake County Watershed Development Ordinance as amended and Sec. 150.1805 Amendments to the Watershed Development Ordinance.

13) Section 304.2.1 shall be deleted in its entirety.
Please reference City of Highland Park Municipal Code, Sec. 150.1801 Lake County Watershed Development Ordinance as amended and Sec. 150.1805 Amendments to the Watershed Development Ordinance.

14) Section 304.2.2 shall be deleted in its entirety.
Please reference City of Highland Park Municipal Code, Sec. 150.1801 Lake County Watershed Development Ordinance as amended and Sec. 150.1805 Amendments to the Watershed Development Ordinance.

15) 305.1 shall be amended to read as follows.
305.1 General. The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346, the areas where those spas or hot tubs are located shall not be required to comply with Sections 305.2 through 305.7.

Exceptions:
1. Above-ground pools and spas more than 48” in height.

16) Section 305.2 shall be retitled and amended to read as follows:
305.2 Outdoor and indoor swimming pools and spas. All seasonal temporary outdoor and indoor swimming pools capable of a water depth of 24 inches or greater shall comply with sections 305.2.1 through 305.8.

17) Section 305.5 Condition #3 shall be amended to read as follows:
Section 305.5 Condition #3. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section 305. If pools are left unattended, all ladders and steps shall be removed, secured or locked to prevent access.

18) Section 307.1.5 shall be amended to read as follows:

307.1.5 Accessibility. An accessible route to public pools and spas shall be provided in accordance with the Illinois Accessibility Code. Accessibility within public pools and spas shall be provided as required by the accessible recreational facilities provisions of the Illinois Accessibility Code as amended, from time to time.

ARTICLE XIII. - ELEVATOR SAFETY RULES

Sec. 170.1301. - Elevator safety rules adopted.

For the purpose of establishing the minimum regulations governing elevator safety, the Illinois Elevator Safety Rules, as adopted and published in 41 Ill. Admin. Code Part 1000, pursuant to the Illinois Elevator Safety Act, 225 ILCS 312/1 et seq., are hereby adopted, and by this reference, incorporated as if fully set forth herein.

Sec. 170.1302. - Required inspections.

All elevators, man-lifts and moving stairways in the City must be inspected by the City prior to placement into service, and must be re-inspected at intervals of each twelve months after placement into service.

Sec. 170.1303. - Conflicts.

In the event of a conflict between any provision of this Article and any provision of the Illinois Elevator Safety Rules, or between any provision of this Article and any provision of this Code, the stricter provision will govern.

Exhibit B – Chapter 174 Property Maintenance and Housing Code Amendments

Chapter 174, titled “Property Maintenance and Housing Code,” of Title XVII, titled “Building Regulations”

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Chapter 174 - PROPERTY MAINTENANCE AND HOUSING CODE

ARTICLE I. - PROPERTY MAINTENANCE

Sec. 174.101. - Short Title.

This Chapter shall be known and cited as "The Highland Park Property Maintenance and Housing Code."

Sec. 174.102. - International Property Maintenance Code Adopted by Reference.

For the purpose of establishing the minimum regulations governing the conditions and maintenance of all existing property, buildings and structures; the International Property Maintenance Code, 2024 Edition, is hereby adopted, and by this reference, incorporated as if fully set forth herein with the exception of such portions as are expressly deleted or amended by Section 174.103 of this Chapter.

Sec. 174.103. - Amendments to the International Property Maintenance Code.

The following amendments to the International Property Maintenance Code, 2024 Edition, shall control whenever a conflict arises between the amendments set forth in this Section and the provisions of the International Property Maintenance Code, 2024 Edition:

1) Section 103.1 shall be amended to read as follows:
103.1 Creation of agency. The Department of Community Development, Building Division"" is hereby created and the official in charge is known as the "Building Official".

2) Section 104.1 shall be amended to read as follows:
104.1 Fees. The fees for activities and services performed by the City in carrying out its responsibilities under this Code shall be as indicated in the following schedule.

3) Section 104.1.1 shall added to the International Property Maintenance Code, and shall read as follows:
104.1.1 Re-inspection fees. The fee to be paid for the third inspection of any single phase of compliance as required by the Code Official, and for each subsequent inspection, shall be in the amount set forth in the Annual Fee Resolution.

4) Section 104.1.2 shall added to the International Property Maintenance Code, and shall read as follows:
104.1.2 Placard removal fee. The fee for the removal of a placard indicating that a structure or equipment is found by the Code Official to be unsafe, unfit for human occupancy, unlawful or condemned shall be in the amount set forth in the Annual Fee Resolution.

5) Section 104.1.3 shall added to the International Property Maintenance Code, and shall read as follows:
104.1.3 Occupancy inspection. The fee for an inspection to approve occupancy of a structure shall be in the amount set forth in the Annual Fee Resolution, and shall be paid prior to issuance of a certificate of occupancy for the [structure].

6) Section 104.1.4 shall added to the International Property Maintenance Code, and shall read as follows:
104.1.4 Administrative fee. The fee for repairs, temporary safeguards, removal of hazardous conditions, demolition, or any other remedial action taken by the City pursuant to this Code shall be in the amount equal

to the costs incurred by the City to take such action, plus an administrative fee in the amount set forth in the Annual Fee Resolution.

7) Section 104.1 shall be amended to read as follows:
105.1 General. The code official and other officers named who may assist them in enforcement of this code are hereby authorized to use the police power of the City in such manner and to such extent as the character of the violation and the urgency, hazards, rights and interest of the public health and safety may justify and demand for the case involved.

8) Section 106.1 shall be deleted and replaced with the following, to read as follows:
106.1 1 Application for appeal. All appeals shall be taken up in the process prescribed in City of Highland Park Building Regulations, Sec. 170.103. - Appeal Process. Except that the written application provided by the Office of City Manager for appeal is filed within ten days after the day the decision, notice or order was served.

9) Section 106.2 shall be deleted and replaced with the following, to read as follows:
106.2 Limitations of authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed.

10) Sections 106.3 and 106.4 shall be deleted in their entirety.

11) Section 107.4 shall be deleted in its entirety.
Please reference City of Highland Park Building Regulations, Section 174.999

12) **Section 108.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the City of Highland Park's Annual Fee Resolution.

    Please reference City of Highland Park Building Regulations, Section 174.999

13) Section 109.4.2. shall be amended to read as follows:
109.4.2 Method of service. Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods:

    1. A copy is delivered personally to the owner or to the owner's agent or representative.
    2. A copy is sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested.
    3. A copy is delivered in any other manner as prescribed by local law.

    If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

14) Section 302.4 shall be amended to reads as follows:
302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy

weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 107.3 and as prescribed by the authority having jurisdiction.

Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

15) Section 302.9 shall be retitled and amended to read as follows:
302.9 Removal of Graffiti and Restoration of Vandalized Properties.

16) Section 302.9.1 shall be added to the International Property Maintenance Code, and shall read as follows:
302.9.1 Definitions. For purposes of this Section 302.9, the word "graffiti" shall mean any sign, symbol, marking, name, initial, word, diagram, sketch, picture or letter that is inscribed, engraved, drawn or otherwise placed on the surface of any building, structure, wall, or pavement including, driveways, sidewalks, and pathways without the consent of the owner thereof.

17) Section 302.9.2 shall be added to the International Property Maintenance Code, and shall read as follows:
302.9.2 Notices and Orders. The owner of any property shall remove, or cause the removal of all graffiti from the property, and shall clean, repair, paint, and otherwise restore the affected building, structure, wall, or pavement so that no graffiti is visible from any public or private right-of-way, within five business days after receipt of a notice. The notice shall be delivered to the owner or agent either by personal service, first-class mail to the person listed to receive the tax bill for the general taxes on the property, or if such person cannot be located or a notice sent by first class mail is returned to the City as undeliverable, by posting the notice in a conspicuous place upon the subject property.

18) Section 302.9.3 shall be added to the International Property Maintenance Code, and shall read as follows:
302.9 3 Removal of Graffiti by City. Upon the failure or refusal of the property owner or agent to comply with the notice, and to remove graffiti and restore the property within seven calendar days, in accordance with Section 302.9 of this Code, the City shall have the right, but not the obligation, to enter the property and cause the graffiti to be removed.

19) Section 302.9.4 shall be added to the International Property Maintenance Code, and shall read as follows:
302.9.4 Penalty. Any person who violates this Section 302.9 shall be liable for any and all fines imposed pursuant to Section 107.4 of this Code, and the reimbursement to the City for all costs incurred by the City in removing graffiti pursuant to Section 302.9.2 of this Code.

20) Section 304.7.1 shall be added to the International Property Maintenance Code, and shall read as follows:
304.7.1 Temporary Roof Coverings. Temporary roof coverings such as tarpaulins(tarps) shall be allowed not more than 90 consecutive days of a calendar year.

21) Section 304.14 shall be amended to read as follows:
304.14 Insect screens. During the period from April 1 to October 31, every door, window and other outside opening utilized or required for ventilation purposes serving any structure containing habitable rooms, food preparation areas, food services area, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch and every swinging door shall have a self-closing device in working condition.

22) Section 308.1 shall be amended to read as follows:

308.1 Accumulation of rubbish or garbage. The owner shall be responsible for keeping all exterior property and premises, and the interior of every structure, free from any accumulation of rubbish or garbage.

23) Section 308.2 shall be amended to read as follows:
308.2 Disposal of rubbish. Disposal of rubbish: Every occupant and/or owner of a structure shall dispose of all rubbish in a clean sanitary manner by placing such rubbish in approved containers.

24) Section 308.2.1 shall be amended to read as follows:
308.2.1 Rubbish storage facilities. The owner and/or occupant, jointly and severally, of every occupied premises shall supply approved covered containers for rubbish, and the owner and/or occupant, jointly and severally, shall be responsible for the removal of rubbish.

25) Section 308.3 shall be amended to read as follows:
308.3 Disposal of garbage. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers. The owner of a structure shall be ultimately responsible to ascertain and ensure that all garbage is so disposed of per this code.

26) Section 309.6 shall be added to the International Property Maintenance Code, and shall read as follows:
309.6 Feeding of wildlife. It shall be unlawful for any person or property owner to feed or allow the feeding of wildlife by placing or leaving any food, feed or seed at the exterior of any public or private property, with the exception of the use of elevated bird feeders or otherwise permitted chicken coops, per City of Highland Park Ordinance, Section 90.260.

27) Section 507.2 shall be added to the International Property Maintenance Code, and shall read as follows:
507.2 Sump pump discharge. Sump pump discharge shall be provided in a manner that is not a nuisance to neighboring properties in accordance with Chapter 171 of the City of Highland Park Building Regulations.

28) Section 602.2 shall be amended to read as follows:
602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit (20 degrees Celsius) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Residential occupancies shall be provided with heating facilities capable of maintaining a room temperature of at least 68 degrees Fahrenheit without any supplemental sources (i.e. cooking appliances, portable space heaters, etc.).

Exception: In areas where the average monthly temperature is above 30 degrees Fahrenheit (minus one degree Celsius), a minimum temperature of 65 degrees Fahrenheit (18 degrees Celsius) shall be maintained.

29) Section 602.3 shall be amended to read as follows:
602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units, sleeping units, rooming units, dormitories or guestrooms on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 1 to May 1 to maintain the room temperatures specified in Section 602.2 in all habitable rooms, bathrooms, and toilet rooms.

30) Section 602.4 shall be amended to read as follows:
602.4 Occupiable Work Spaces. Indoor occupiable work spaces shall be supplied with sufficient heat during the period from October 1 to May 1 to maintain a minimum temperature of not less than 65 degrees F. (18 degrees C.) during the period the spaces are occupied.

Exceptions:

1. Processing storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous activities

Sec. 174.104. - Cleanliness of Dwelling.

Every dwelling and every part thereof shall be kept clean and shall also be kept free from any accumulation of dirt, filth, rubbish, garbage or other matter in or on the same, or in the yards, courts, passages, areas or alleys connected with or belonging to the same. The owner of every dwelling, and in the case of a private dwelling the occupant thereof, shall thoroughly cleanse or cause to be cleansed all the rooms, passages, stairs, floors, windows, doors, walls, ceiling, privies, water closets, cesspools, drains, halls, cellars, roofs and all other parts of the said dwelling or part of the dwelling of which the owner, or in the case of private dwelling the occupant, to the satisfaction of the Building Official, and shall keep the said parts of the said dwelling in a clean condition at all times.

Sec. 174.105. - Infected and Uninhabitable Dwelling.

Whenever it shall be certified by an inspector or officer of the health department that a dwelling is infected with contagious disease, or that it is unfit for human habitation, or dangerous to life or health by reason of want of repair, or defects in the drainage, plumbing, lighting, ventilation or the construction of the same, or by reason of the existence on the premises of a nuisance likely to cause sickness among the occupants of said dwelling or for any other cause, the Building Official may issue an order requiring all persons therein to vacate such dwelling within not less than 24 hours nor more than ten days for the reasons to be mentioned in said order. In case such order is not complied with within the time specified, the Building Official may cause said dwelling to be vacated. The Building Official, whenever he is satisfied that the danger from said dwelling has ceased to exist, or that it is fit for human habitation, may revoke said order or may extend the time within which to comply with the same.

Sec. 174.106. - Repairs to buildings.

Whenever any dwellings or any building, structure, excavation, business pursuit, matter or thing, in or about a dwelling, or the lot on which it is situated, or the plumbing, sewerage, drainage, light or ventilation thereof, is in the opinion of the Building Official in a condition or in effect dangerous or detrimental to life or health, the Building Official may declare that the same, to the extent they may specify, is a public nuisance, and may order the same to be removed, abated, suspended, altered or otherwise improved or purified as the order may specify. In addition to the above powers, the Building Official may also order or cause any dwelling or excavation, building, structure, sewer, plumbing pipe, passage, premises, ground, matter or thing, in or about a dwelling, or the lot on which it is situated, to be purified, cleansed, disinfected, removed, altered, repaired, or improved. If any order of the Building Official issued under the authority of the provisions of this Section is not complied with, or so far complied with as the Building Official may regard as reasonable, within five days after the service of notice, or within such shorter time as they may designate, then such order may be executed by said Building Official through their officers.

ARTICLE II. - BOARDING AND LODGING HOUSES

Sec. 174.201. - License required.

It shall be unlawful for any person, firm or corporation to own or operate a boarding house or lodging house, as defined in Section 150.202 of the City Code, within the City without first having applied to and obtained from the building division a boarding/lodging house license on forms supplied by the building division.

Sec. 174.202. - License fee.

All applications for a Board/Lodging House license shall be accompanied by a license fee at the rate set forth in the Annual Fee Resolution.

Sec. 174.203. - Location.

A Boarding/Lodging House may be operated only pursuant to Chapter 150 of the City Code.

Sec. 174.204. - Application.

The applicant shall provide the following information:

(A) The name, address and phone number of the applicant, if an individual; if the applicant is a firm or corporation, the name and address of a designated officer or beneficial owner;

(B) The street address and current zoning for the structure for which the license is sought;

(C) The name, address and phone number of the person residing in the premises under whose management or supervision such house will be operated;

(D) The number of persons proposed to be accommodated in each room; and

(E) Any such other information as may be required by the Building Official and the Fire Code Official to determine compliance with the International Fire Code, as adopted and amended.

Sec. 174.205. - Inspection of premises.

(A) At the time of filing the application for a Boarding/Lodging House license, the applicant shall also authorize the Building Official or his designee to make an inspection of the building to be operated as a Boarding or Lodging House to determine whether the property is in compliance with the applicable ordinances of the City of Highland Park.

(B) An applicant found to be in violation of the ordinances of the City shall be denied a Boarding/Lodging House license and prohibited from operating a Boarding or Lodging House until all violations have been corrected.

Sec. 174.206. - Applications open for inspection.

All applications for Boarding/Lodging House license shall be kept on file in the office of the building division and shall be open for public inspection.

Sec. 174.999. - Penalty.

(A) Any person who violates a provision of this Chapter or fails to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of the approved construction documents or directive of the Building Code Official, or of a permit or certificate issued under the provisions of this Chapter, shall be fined in an amount set forth in the Annual Fee Resolution. Each day that a violation continues shall be deemed a separate offense.

(B) Any person who shall continue any work in or about the structure after having been served with a stop work order pursuant to this Chapter, except any work he is directed to perform to remove a violation or unsafe condition, shall be fined in an amount set forth in the Annual Fee Resolution. Each day that a violation continues shall be deemed a separate offense.

Staff Report

Meeting Date: February 23, 2026

Staff Contact: Anton Galati, Police Commander

Department: Police Department

Title: A Resolution Approving the Purchase of Three Police Vehicles from Highland Park Ford Lincoln Superstore of Highland Park, Illinois

Recommendation:
City staff recommends purchasing three vehicles for the police department, consistent with the City's FY 2026 budget.

Policy Consideration:
The Police Department's 2026 budget includes one hybrid community service officer vehicle, one mechanic fleet pick-up truck, and one fully electric administrative vehicle to maintain optimal safety and efficiency within public safety operations. Mileage of each vehicle has or will exceed 100,000 miles in 2026, and warranties have or will soon expire, which may result in costly repair expenses. Optimum pricing, detailed below, results in total costs within budget.

The City engages in cooperative purchasing arrangements to seek lower prices, reduce duplication of effort, and reduce administrative costs. The Northwest Municipal Conference Suburban Purchasing Cooperative (NWMC-SPC) and Sourcewell, government-awarded contracts for purchasing government fleet vehicles, award an annual, competitively bid contract for the purchase of police pursuit, unmarked, administrative, and service vehicles.

The Highland Park Ford Lincoln Superstore provided a quote for the vehicles at a total cost of $120,216.00, which is $7,609 less than the price quoted under the NWMC-SPC and Sourcewell contracts.

The total cost of $144,126.40, including outfitting and decals, for the purchase of these three vehicles is within the 2026 Equipment Maintenance & Replacement Fund budget.

Core Priorities:

Public Safety

The vehicles contribute to the City's law enforcement operation and provides maximum efficiency and effectiveness for police personnel.

Environmental Stability

The City regularly explores opportunities to purchase all electric vehicles. As part of this staff recommendation, one electric vehicle is recommended for purchase and one hybrid. These contribute to the City's priority of environmental stability. All three vehicles recommended provide the City with the necessary and most cost effective and efficient means to carry out responsibilities.

Attachments:

1. HP Resolution Approving Police Vehicle Purchases (February 2026)

City of Highland Park

Resolution No. ___

A Resolution Approving the Purchase of Three Police Vehicles from Highland Park Ford Lincoln Superstore, of Highland Park, Illinois

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., authorize and encourage intergovernmental cooperation; and

WHEREAS, the City Police Department has identified the need to acquire one hybrid community service officer vehicle, one mechanic fleet pick-up truck, and one fully electric administrative vehicle (collectively, the ***"New Vehicles"***) to replace old vehicles in the City's fleet;

WHEREAS, the City participates in the Northwest Municipal Conference Suburban Purchasing Cooperative (***"SPC"***) and Sourcewell, formerly the National Joint Powers Alliance (***"Sourcewell"***), which provide cooperative purchasing solutions for government and educational agencies, resulting in significant savings for the City; and

WHEREAS, SPC and Sourcewell each sought bids for the award of contracts for the New Vehicles (***"Contracts"***); and

WHEREAS, Highland Park Ford Lincoln Superstore, of Highland Park, Illinois (***"HP Ford"***), has submitted an offer to sell the New Vehicles to the City, on the same terms and at a lower price than the Contracts; and

WHEREAS, the City desires to purchase the New Vehicles from HP Ford in a total amount not to exceed $144,126.40; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City and its residents to purchase the New Vehicles from HP Ford, in an amount not to exceed $144,126.40;

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 PURCHASES. The City Council hereby approves the purchase of the New Vehicles from HP Ford, in a total amount not to exceed $144,126.00.

SECTION THREE: EXECUTION OF REQUIRED DOCUMENTATION. The City Manager and the Deputy City Clerk are hereby authorized to execute and attest, on behalf of the City, all documents necessary to complete the purchases approved pursuant to Section Two of this Resolution.

SECTION FOUR: EFFECTIVE DATE. This Resolution 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:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

Staff Report

Meeting Date: February 23, 2026

Staff Contact: Jennifer Olson, Deputy Police Chief

Department: Police Department

Title: A Resolution Approving an Intergovernmental Agreement with the Board of Education of North Shore School District No. 112 for School Resource Officer Services

Recommendation:
Staff recommends approving the intergovernmental agreement with North Shore School District 112 to provide a sworn police officer as a School Resource Officer.

Policy Consideration:
A sworn police officer has been assigned to North Shore District 112 as a School Resource Officer (SRO) for more than twenty years. In 2019, the Police Department entered into discussions with the District regarding the reimbursement portion of the arrangement and a negotiated agreement providing 75% reimbursement to the City based on the SRO's salary and benefits. Renewal discussions with the District included updates to the agreement to incorporate new legal mandates related to changes in legislation and changes in City policy related to continuing annual agreements.

The attached agreement reflects terms and conditions for school year 2026-2027. The parties may agree to extend the term of the Agreement by written approval by the City Manager and District Superintendent.

Core Priorities:
Public Safety
A continued SRO reciprocal reporting agreement with District 112 promotes public safety for the students, staff and City of Highland Park.

Fiscal Stability
North Shore School District 112 agrees to reimburse the City in the amount of 75% of the SRO's annual salary and benefits paid by the City to the SRO, plus 100% of the salary and benefits paid for overtime and special event duty by the SRO that is a direct result of the SRO services rendered to the District.

Attachments:

1. HP Resolution Approving Intergovernmental Agreement with Dist No. 112 for SRO Services
2. HP School Resource Officer Agreement D1112 City of HP (2026-27)

City of Highland Park

Resolution No. _____

A Resolution Approving an Intergovernmental Agreement with the Board of Education of North Shore School District No. 112 For School Resource Officer Services

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that units of local government and schools may contract with one another to perform any activity authorized by law; and

WHEREAS, pursuant to Section 10-20.14 of the *School Code* (105 ILCS 5/10-20.14), school districts are encouraged to create to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement's role in schools; and

WHEREAS, the Board of Education of North Shore School District No. 112, Lake County, Illinois (***"Board"***) operates the following schools within the City's jurisdiction: Braeside; Edgewood; Green Bay; Indian Trail; Northwood; Oak Terrace; Red Oak; Sherwood; and Wayne Thomas (collectively, the ***"Schools"***); and

WHEREAS, the City operates the Highland Park Police Department, which provides services within the City's jurisdiction; and

WHEREAS, the City and the Board are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act*, 6 ILCS 220/2; and

WHEREAS, on _____, 2023, the City Council approved an intergovernmental agreement between the City and the Board for one of the City's police officers to perform the duties of a School Resource Officer (***"SRO"***) at the Schools, and the City Council has previously approved extensions of the intergovernmental agreement through the 2025-2026 school year (***"Intergovernmental Agreement"***); and

WHEREAS, since the City and the Board entered into the Intergovernmental Agreement, the General Assembly adopted Public Act 104-0430, which amended various provisions of the *School Code*, and requires the City and the Board to enter into a new agreement to address new requirements in the *School Code* regarding the role of the SRO and authority of the City to issue citations to students (***"New Agreement"***); and

WHEREAS, the City Council has determined that the execution of the New Agreement will serve and be in the best interests of the City and its residents;

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 NEW AGREEMENT. The City Council hereby approves the New Agreement with the Board, 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 NEW AGREEMENT. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the New Agreement and all related documentation necessary thereto.

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

NEW AGREEMENT

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF NORTH SHORE SCHOOL DISTRICT NO. 112
AND
THE CITY OF HIGHLAND PARK

FOR SCHOOL RESOURCE OFFICER SERVICES
2026-2027

This Intergovernmental Agreement is made by and between the Board of Education of North Shore School District No. 112, Lake County, Illinois ("Board" or "District") and the City of Highland Park ("City").

WITNESSETH:

WHEREAS, the Board operates the following schools within the City's jurisdiction (separately and collectively the "School" or "Schools"): Braeside; Edgewood; Green Bay; Indian Trail; Northwood; Oak Terrace; Red Oak; Sherwood; and Wayne Thomas; and

WHEREAS, the City operates the Highland Park Police Department, which provides police services within the City's jurisdiction; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, provides that units of local government and school districts may contract with one another to perform any activity authorized by law; and

WHEREAS, the City and the Board are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act*, 5 ILCS 220/2; and

WHEREAS, pursuant to Section 10-20.14 of the *School Code* (105 ILCS 5/10-20.14), school districts are encouraged to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement's role in schools; and

WHEREAS, as provided in Section 10-20.68 of the *School Code* (105 ILCS 5/10-20.14), a School Resource Officer is a law enforcement officer who has been primarily assigned to a school or school district under an agreement with a local law enforcement agency, and the assignment of a law enforcement officer to a school as a school resource officer shall be under a memorandum of understanding between a school and law enforcement agency that defines the role, duties, and responsibilities of the school resource officer and contains other required provisions;

WHEREAS, the Board desires to have the services of one of the City's police officers to perform the duties of a School Resource Officer ("SRO") at the Schools; and

WHEREAS, the City and the Board have determined it to be in the best interests of both Parties to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, and

other valuable consideration, the receipt and sufficiency whereof is herein acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Term. This Agreement shall commence on the date fully executed by both Parties, and shall continue in full effect until the last day of classes in the Spring semester in calendar year 2027. This Agreement may be extended by mutual written agreement of the Parties. Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice. Upon the commencement of this Agreement, any prior Agreement between the Parties for the City's provision of SRO services to the District shall be deemed terminated.

3. Assignment and Selection of the SRO. The City shall assign one police officer to act as an SRO at the Schools. The assigned officer must satisfy the minimum requirements in Exhibit A. District staff shall be afforded the right to participate, with the City Chief of Police or their designee, in the selection and regular evaluation of the SRO. The District acknowledges and agrees that the City shall have the sole and absolute discretion to select and appoint the SRO. Upon request of the District, the City may mutually agree to replace the officer who is serving as the SRO with another officer who satisfies the minimum requirements in Exhibit A.

4. Employment of the SRO. The SRO shall remain an employee of the City and shall be subject to the administration, supervision, and control of the City, except as such administration, supervision and control is subject to the terms and conditions of this Agreement. The City shall at all times be considered the SRO's employer and the City shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary and any other benefits, including overtime, to which the SRO is entitled as an employee of the City. The City is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The City shall also maintain payroll, attendance, and performance evaluation records of the SRO. The SRO shall be covered by the City's worker's compensation insurance.

Because the SRO is an employee of the City, the City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. With regard to disciplinary actions related to services provided under this Agreement, the City shall have the sole discretion and power to discipline the SRO.

5. Compensation. The Board agrees to reimburse the City in the amount of: (a) seventy-five percent (75%) of the SRO's annual salary and benefits paid by the City to the SRO; plus (b) 100% of the salary and benefits paid for overtime and special event duty by the SRO that is the direct result of the SRO services rendered to the District. Upon the prior written approval of the District, the District shall also pay to the City one-half the costs incurred by the City for training programs for the SRO in matters directly related to the SRO's duties at the Schools. At the conclusion of each semester, the City shall send the Board an invoice for the amount of reimbursement owed by the Board for the prior semester, which invoice shall provide the amounts due in detail. The District shall pay the amounts due in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq.*).

If requested by the District and agreed upon by the City, the City shall provide a police officer to serve as an SRO during summer school. If an SRO serves during summer school, the District shall reimburse the City for the actual hours worked by the SRO, at the same rates and in the same manner paid for overtime and special event duty by the SRO that is the direct result of the SRO services rendered to the District. The parties agree that the police officer who works as an SRO during summer school may be different from the police officer who is assigned to work as the SRO during the regular school year but still meets the requirements outlined in items 1-3 of Exhibit A.

The District shall work cooperatively with the City to pursue any grant funding that may be available to mitigate the costs of providing an SRO to the District pursuant to this Agreement.

6. SRO Work Schedule. The SRO shall perform SRO duties for the Schools from 7:30 a.m. until 3:30 p.m., or any generally adjusted start/end time schedule followed by the School, on every day that the students of the District are required to be in attendance ("normal work hours") during the regular school year. In addition, the Investigations Sergeant shall accept emergency calls from the District outside the SRO's assigned hours for School Emergencies not requiring a 911 response.

The SRO's presence at the Schools during school hours is a fundamental premise of this Agreement, and the SRO is expected to remain on location at the Schools unless his/her SRO duties necessitate his/her presence elsewhere. The City shall not call the SRO away from the SRO's assigned School location except in case of Police Department emergency. The City shall provide notice and rationale to the District in each instance it calls the SRO away from the SRO's assigned location. The District and the City shall mutually identify the School that will serve as the SRO's base school and the schedule pursuant to which the SRO will visit or be stationed at the other Schools. The District will provide a work space and may provide a computer for the SRO at the base school. In addition, the SRO may perform duties for the Schools outside normal work hours when required as a direct result of a school-related issue for which the SRO's presence is needed. The SRO is authorized to perform duties outside normal work hours only in the event of an emergency or when approved in advance by a school administrator. Any adjustment to the SRO's schedule shall be subject to the agreement of the City and the District.

The SRO shall notify the District Superintendent or designee as soon as possible of any absences known in advance. For unexpected absences, the District and the City Police Department shall mutually establish a protocol for the SRO or the Police Department to notify the District at the beginning of the day. For planned absences of the SRO and for unexpected absences lasting more than one day, the Police Department will assign another officer to serve as substitute SRO on location at the Schools. When assigning substitute officers, the Police Department will endeavor to assign a certified juvenile officer; if this is not feasible, the Parties will discuss the options to best provide coverage during such absence.

7. SRO Duties. The SRO shall perform the duties described on Exhibit B, which is attached hereto and incorporated herein by reference. The SRO shall not conduct investigations that are non-criminal in nature, or serve as security for Board of Education meetings, but may assist District personnel with residency confirmation.

8. Compliance with Board Policies and Procedure. Subject to Section 4 of this Agreement, the SRO shall comply with applicable Board policies and procedures in the course of his/her duties, and any other operating procedures that are agreed upon by the Parties.

9. SRO Program Evaluation. Each year, the District will solicit stakeholder and community input on the Program, which may be accomplished through an existing Committee or other means as determined by the District. The District Superintendent or designee and Police Chief or designee will then meet or otherwise communicate to review and evaluate the Program, including consideration of any stakeholder and community input. As a result of this review and evaluation, the Superintendent and City may mutually agree to revise Exhibit A *School Resource Officer Job Description* to address any resulting changes in duties that do not require revision to the terms of the Agreement or to propose that the current Agreement be amended or revised at renewal, if needed.

10. Compliance with Laws. The Parties shall comply with all applicable laws, ordinances, rules, regulations and codes in performing their respective obligations hereunder.

11. Municipal Code Ticketing. The Parties recognize that, in accordance with the *School Code* Section 10-22.6 (105 ILCS 10-22.6), a student must not be issued a monetary fine, fee, ticket, or citation as a school-based disciplinary consequence or for a municipal code violation occurring on school grounds during school hours or while taking school transportation by any person. This limitation does not preclude requiring a student to provide restitution for lost, stolen, or damaged property. This does not modify responses to alleged delinquent or criminal conduct set forth in the School Code, Article V of the Juvenile Court Act of 1987, or the Criminal Code of 2012, and also does not apply to violations of traffic, boating, or fish and game laws.

12. Access to Records. The District and the SRO will have access to education records and law enforcement records relating to students under the terms set forth in Exhibit C and as otherwise allowed or restricted by applicable law.

13. Insurance. Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than $3,000,000 per occurrence and in the aggregate. Within seven (7) days of the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency. Each Party shall name the other party's Indemnitees (as defined in Paragraph 12) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against any of the other Party's Indemnitees.

14. Mutual Indemnification. The District shall indemnify and hold the City and its officers, agents, and employees ("City Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reason of any of negligent acts or omissions of the District and its employees related to this Agreement; subject, however, to any defenses or

limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

The City shall indemnify, defend and hold the District, its individual Board member, agents, and employees ("District Indemnitees") harmless of and from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reasons of any negligent act or omission by the SRO, or breach of this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

15. Notices. Any notices required under this Agreement may be sent to the respective parties at the following respective addresses:

To the Board North Shore School District No. 112 1936 Green Bay Road Highland Park, IL 60035 Attn: Superintendent	With a copy to: Heather K. Brickman Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP 500 Park Blvd, Suite 1000 Itasca, IL 60143
To the City: City of Highland Park 1677 Old Deerfield Road Highland Park, IL 60035 Attn: Chief of Police	With a copy to: Elrod Friedman LLP 350 N. Clark Street, Second Floor Chicago, IL 60654 Attn: Hart M. Passman, Esq.

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, overnight delivery with proof of delivery, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the day of deposit; all other notices shall be effective when delivered.

16. Complete Understanding and Amendments. This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties. The Parties may amend the agreement to provide for an extension in accordance with the terms of Section 19 of this Agreement.

17. Successors and Assigns. This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns.

18. Governing Law. This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

19. Authority to Execute. Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement.

20. **Waiver.** The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

21. **Renewal and/or Termination.** This Agreement shall commence on the date fully executed by both Parties, and shall continue in full effect until the last day of classes in the Spring semester in calendar year 2027. Unless either Party gives notice of intent not to renew by April 1 of any year, the Parties may agree to extend the Agreement for an additional school year through the last day of classes by written amendment approved by the City Manager and District Superintendent. The renewal Agreement shall be on the same terms as this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals all as of the day and year written below.

BOARD OF EDUCATION OF NORTH SHORE SCHOOL DISTRICT NO. 112, LAKE COUNTY, ILLINOIS

By: _____

Its: _____

Dated: _____

ATTEST:

By: _____

Its: **Secretary**

Dated: _____

CITY OF HIGHLAND PARK

By: _____

Its: _____

Dated: _____

ATTEST:

By: _____

Its: _____

Dated: _____

EXHIBIT A

QUALIFICATIONS OF THE SRO

1. Have three years of experience as a sworn member of the Highland Park Police Department;

2. Be a trained Juvenile Officer Specialist;

3. Have acceptable employee evaluation reflecting fitness for this position, and acceptable personnel file entries, including no significant disciplinary history.

4. Be willing to make a six-year commitment to the position of SRO.

5. Have strong verbal, written, and interpersonal skills, including public speaking;

6. Be able to function as a strong role model for students in the District;

7. Possess a sufficient knowledge of the applicable Federal and State laws, City ordinances, and Board policies and regulations;

8. Be capable of conducting in depth criminal investigations; and

9. Possess an even temperament and set a good example for students.

10. Possess competent computer skills to review and manage District resources that support safety & security on our campuses; i.e. video surveillance equipment and software.

11. Maintain firearm proficiency.

12. Training:

    a. The SRO (and any replacement SRO) will have completed the following training regarding the duties and responsibilities of a school resource officer prior to assuming duties, unless an exception is granted by the District:

        i. Certification through the school resource officer course provided by the Illinois Law Enforcement Training and Standards Board (ILETSB) under 50 ILCS 705/10.22 including specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs and annual and periodic recertifications as required by law or the ILETSB. The City will not apply for a waiver to these training requirements without the consent of the District.

        ii. Implicit bias and racial and ethnic sensitivity training approved by the District. This training is in addition to any training on this subject matter

provided through the Illinois Law Enforcement Training and Standards Board.

b. The SRO shall complete all renewal or recertification requirements for SROs required by law or the ILETSB.

c. The SRO will provide to the District a copy of a certificate attesting to his or her successful completion of the initial and each renewal training requirement in Section 12.

EXHIBIT B

DUTIES OF THE SRO

The SRO shall perform the following duties with due diligence and to the best of his/her ability:

1. Serve as a counselor and/or referral source for students with problems in which the SRO's law enforcement expertise may be helpful;

2. Provide and encourage programs and presentations designed to promote student and faculty understanding of the law and other public safety issues with the intended goal of allowing young people to become better informed and effective citizen within and outside the academic environment, including conducting presentations and/or trainings on law, law enforcement issues, individual liberties and social responsibilities;

3. Be available to students, faculty, parents, and School and community organizations as a resource;

4. Work with parents, law enforcement, and social service agencies on matters that may affect the Schools;

5. Work cooperatively with other law enforcement agencies, including neighboring law enforcement entities, to fulfill the duties described hereunder;

6. Enforce State and Local criminal laws and ordinances and to take appropriate action in response to violations of the law. In accordance with Section 10-22.6 of the *School Code*, the SRO is prohibited from issuing tickets or citations as a school-based disciplinary consequence or for a municipal code violation occurring on school grounds during school hours or while taking school transportation in accordance with Section 10-22.6 of the School Code;

7. When feasible, the SRO is encouraged to maintain a high level of visibility during school entrance and dismissal times as well as during passing periods;

8. Meet with building administrators to advise them of potentially dangerous situations and plan for the safe resolution of those situations;

9. Follow building and district behavior policies, deferring to school administration for discipline and enforcement of student handbook and policies, referring students for further law enforcement processing when requested by the District or required by law, and using law enforcement authority in necessary situations;

10. Protect school property, students, school personnel and visitors from criminal activity by patrolling the school building and grounds and attending school functions during and outside the school day (athletic events, dance, parent-teacher conferences) as reasonably required;

11. Assist in the development, annual review, and implementation of the School District Crisis Plan, including procedures regarding the School District's threat assessment team and a

plan for law enforcement to rapidly enter school buildings in the event of an emergency, as well as the District's cardiac response plan, pursuant to Sections 25 and 50 of the *School Safety Drill Act*, 105 ILCS 128/25, 50;

12. Present lessons in appropriate courses, as requested by the District (e.g., internet safety, drug education);

13. Serve as a liaison between the Schools and the Police Department;

14. Assist with safety and emergency drills pursuant to the *School Safety Drill Act*, including specifically observing the active-shooter law enforcement drill as required by that Act (ALICE);

15. Assist the school administration in the development of plans and strategies which minimize dangerous situations including those related to student or community unrest which impact the schools;

16. Provide students and their families, administrators, staff and faculty with information concerning various community support agencies, including:

    a. family counseling services

    b. drug and alcohol treatment facilities

    c. psychological services

    d. legal assistance

    e. others which may be appropriate under given circumstances; and

17. The SRO shall provide information, records, and testimony when the SRO is directly involved in an incident and when requested by the District administration for student expulsion proceedings.

18. The SRO shall serve as a member of the District's district-level and school-level threat assessment teams in accordance with the *School Safety Drill Act* and Board of Education Policy and procedures.

19. Make clear and present danger determination reports as required of law enforcement officers, and in cooperation with the District threat assessment team in fulfillment of the school administrator clear and present danger determination report requirements, maintaining appropriate confidentiality, pursuant to the *Mental Health and Developmental Disabilities Code*, 405 ILCS 5/6-103; the *School Administrator Reporting of Mental Health Clear and Present Danger Determinations Law* (within the *Firearm Concealed Carry Act*), 430 ILCS 66/105; and the *Firearm Owners Identification Card Act*, 430 ILCS 65/.

20. The SRO may assist District personnel with student residency investigations as requested by the District.

21. The SRO will comply with all District health protocols.

22. The SRO will provide to the District each month copies of the following reports required to be filed with the Department of State Police by the *Safety, Accountability, Fairness and Equity – Today Act* (SAFE-T Act) (*50 ILCS 709/5-12)*:

a. data on offenses and incidents reported by District schools to local law enforcement. The data shall include offenses defined as an attack against school personnel, intimidation offenses, drug incidents, and incidents involving weapons; and

b. a report on any incident where a law enforcement officer was dispatched to deal with a person experiencing a mental health crisis or incident in District schools.

22. **Student Discipline.** Notwithstanding the above, the Parties acknowledge that the SRO is responsible for criminal law issues, not school discipline issues. Thus, absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including, but not limited to, disorderly conduct; disturbance/disruption of the Schools or public assembly; trespass; loitering; profanity; and fighting that does not involve immediate physical injury or a weapon, shall be considered school discipline issues to be solely handled by School officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest). If the SRO becomes aware of a student discipline issue, he/she shall refer the issue to the School's principal. If the SRO does proceed with law enforcement actions, he/she shall adhere to Board policy, police policy and legal requirements with regard to investigations, interviews of students and arrests of students that occur or are planned to occur on District property. There shall be no student booking station established or maintained on the grounds of any school.

23. Ongoing Training. The City and the District acknowledge that the SRO must receive appropriate and current training in order to fulfill his/her duties as a school resource officer. As a result, the Parties shall work cooperatively to ensure the SRO receives appropriate in-service training, implicit bias and racial and ethnic sensitivity training, de-escalation techniques, safety, mental health, administration of epinephrine auto injector, use of opioid antagonists, and training specific to the duties of a school resource officer and working with elementary and middle school age students. The District also may request the SRO to attend other relevant trainings, including but not limited to, those trainings that may be mandated by future legislation, implementation of Board policies, and the District's regulations and procedures.

24. Oak Terrace School Jurisdiction**.** The Parties further acknowledge and agree that, due to jurisdictional issues, Oak Terrace Elementary School will receive programming from the SRO; however, investigative duties will be turned over to the Highwood Police Department.

25**.** Referral Data Reporting**.** Beginning with the 2027-2028 school year, the SRO shall meet with the District Superintendent monthly or on another mutually agreed schedule to review and confirm documentation of the "referrals to law enforcement" as defined in School Code Section 2-3.206 (105 ILCS 5/2-3.206) to support the District's disaggregated data reporting requirements under that Code section.

26. Detention and Questioning of Students on School Grounds

In accordance with the *School Code* (*105 ILCS 5/22-85)* and Board Policy 7:150 *Agency and Police Interviews*, the SRO will notify parents/guardians of students under the age of 18 of any detainment and questioning on school grounds. Before detaining and questioning a student on school grounds who is under 18 years of age and who is suspected of committing a criminal act, the SRO must do all of the following:

1. Ensure that notification or attempted notification of the student's parent or guardian is made.
2. Document the time and manner in which the notification or attempted notification under paragraph (1) occurred.

3. Make reasonable efforts to ensure that the student's parent or guardian is present during the questioning or, if the parent or guardian is not present, ensure that school personnel, including, but not limited to, a school social worker, a school psychologist, a school nurse, a school guidance counselor, or any other mental health professional, are present during the questioning.

EXHIBIT C

SRO ACCESS TO RECORDS

A. **District Records.** The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the District. The Parties agree to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act* (105 ILCS 10/1 et seq.), the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 et seq.), the federal *Family Educational Rights and Privacy Act* (20 U.S.C. § 1232g; 34 C.F.R. Part 99), *Health Insurance Portability and Accountability Act of 1996* (45 C.F.R. Parts 160 and 164), the *Illinois Personnel Records Review Act* (820 ILCS 40/1 et seq.), and all rules and regulations governing the release of student, personnel, and medical records. The SRO may have access to personally identifiable information ("PII") in student records as follows:

1) The SRO may have access to "directory information" of students as needed to perform duties.

2) The SRO may have access to live feed of security cameras in the District pursuant to authorization of the District Superintendent or Principal. Recorded camera footage may constitute student record information if identifiable students are the focus of the footage. As such, recorded camera footage will be treated as student record information pursuant to Paragraph A.3 below.

3) The SRO may have access to other (non-directory) student record information pursuant to the following legal guidelines, as interpreted and approved by the District Superintendent or Principal:

   i) The SRO may receive PII from the District as a "school official" performing SRO duties under this Agreement when the SRO has a direct and legitimate educational interest in the student. A "legitimate educational interest" shall include promoting school safety and physical security of the students. The PII must remain under the direct control of the District, and the SRO may use information obtained as a school official only for the purposes for which it is obtained, and will not disclose such information to third parties, including other employees of the Police Department who are not acting as school officials, unless consent of the parent (or student age 18 or older) is obtained or an exception to the statutory consent rule applies.

   ii) The SRO may receive from the District PII related to student criminal activity pursuant to an applicable reciprocal reporting agreement entered into between the District and the City ("Reciprocal Reporting Agreement"), when necessary for the discharge of his/her official duties to effectively serve, prior to adjudication, the student whose records are released. Such a record release is subject to the terms of the Reciprocal Reporting Agreement, and the SRO will not disclose that information to third parties outside the Police Department.

iii) In an emergency, as determined by the District Superintendent or School Principal.

Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions set forth in this Agreement shall continue in full force and effect following such termination.

B. **Law Enforcement Records**. The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the SRO and the City shall not constitute student records. If the SRO utilizes a body camera, it shall be used in accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 706/10-1 et seq.) and other applicable federal and Illinois law. Prior to the SRO's use of a body camera in the District schools, the City shall provide to the District a copy of the Police Department's written policy regarding the use of body cameras adopted in accordance with the foregoing Act, including, but not limited to, the Police Department's policy for when the cameras will be turned on while the officer is on duty in the schools and the expectations of privacy of the District's students, invitees, and employees, and the District and City shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the City and for access by the District as otherwise allowed by law. Prior to use of body cameras in the District, the City will provide written information and training to appropriate school employees concerning the objectives and procedures for the use of body cameras in the District. If the SRO is equipped with a body camera, he/she shall be trained in the operation of the equipment prior to its use.

C. **Other Applicable Agreements**. The records and confidentiality provisions in this Agreement shall be interpreted in conjunction with other applicable agreements in effect between the District and the City, including, but not limited to, the Reciprocal Reporting Agreement.

Staff Report

Meeting Date: February 23, 2026

Staff Contact: Karl Burhop, Senior Planner

Department: Community Development Department

Title: A Resolution Approving a Plat of Subdivision (734 Central Avenue)

Recommendation:
Staff recommend approving a Plat of Resubdivision to consolidate the 734 Central Ave. property. Please refer to the staff report in the Planned Development Ordinance for details.

Policy Consideration:

Core Priorities:
Economic Development
This is a land use application and as such will create permanent or temporary jobs, increase economic vitality of the area.

Vibrancy
This project is located near downtown and brings additional residents to downtown Highland Park, which supports local business and activity in and around downtown.

Attachments:
1. Resolution Approving Plat of Resubdivision
2. Plat Resolution Exhibit A - Final Plat

4923-3853-3762, v. 2

City of Highland Park

Resolution No. _____

A Resolution Approving a Plat of Subdivision
(734 Central Avenue)

WHEREAS, 734 Central LLC ("***Applicant***") is the contract purchaser of those certain parcels of real property commonly and collectively known as 734 Central Avenue, Highland Park, Illinois, located within the B4-5 Commercial Service District of the City ("***B4-5 District***"), and consisting of approximately 10,000 square feet ("***Property***"); and

WHEREAS, Applicant seeks to consolidate the Property into a single lot of record ("***Proposed Subdivision***"); and

WHEREAS, Applicant, with consent of the owner of the Property, 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 December 16, 2025, 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 United Survey Service, LLC, consisting of one sheet, and with a latest revision date of December 11, 2025, is hereby approved in the form attached to and, by this reference, made a part of this Resolution as **Exhibit A**.

SECTION THREE: GRANT OF VARIATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Four of this Resolution, the City Council hereby approves a variation from Section 151.004(A)(2) of the City Code to decrease the minimum required lot depth of the Property, from 125 feet to 100 feet.

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. The Applicant 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. The Applicant 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 Proposed Lot; and

E. The Final Plat must be tied into the state plane coordinate system.

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.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

FINAL PLAT

SEND TAX BILL TO :

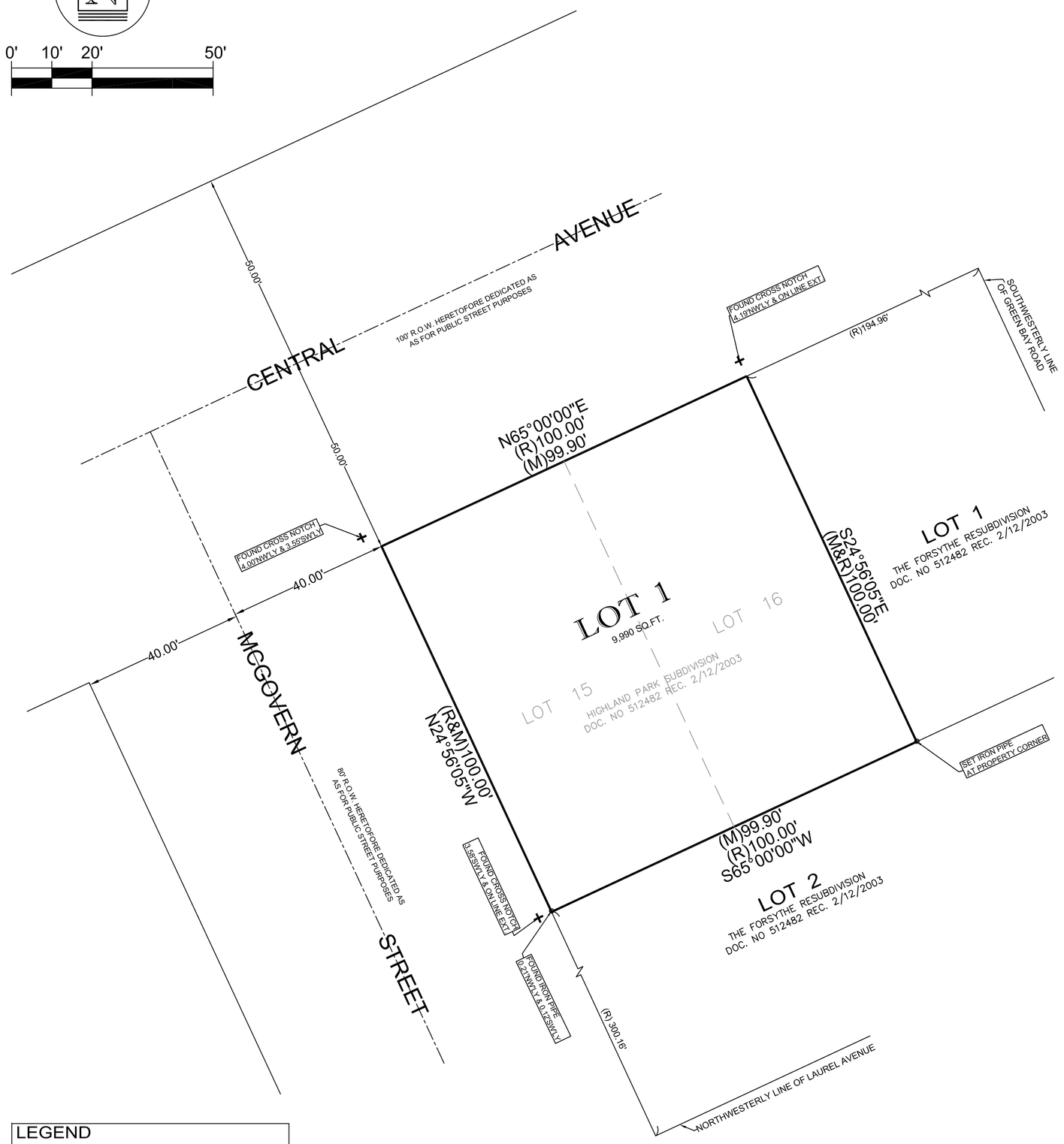
THE CENTRAL-MCGOVERN RESUBDIVISION

THIS PLAT SUBMITTED FOR RECORDING BY, AND RETURN TO:
DEPARTMENT OF COMMUNITY DEVELOPMENT
1150 HALF DAY ROAD, HIGHLAND PARK, ILLINOIS 60035

BEING A RESUBDIVISION OF LOTS 15 & 16 IN BLOCK 10 IN "HIGHLAND PARK", BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 7TH & 8TH, 1869, IN BOOK "A" OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS

KNOWN AS: 734 CENTRAL AVENUE, HIGHLAND PARK, ILLINOIS

LAKE COUNTY PERMANENT IDENTIFICATION NUMBERS: 16 - 23 - 314 - 001 (LOT 15)
16 - 23 - 314 - 002 (LOT 16)



LEGEND

- BOUNDARY LINE OF SUBDIVISION
- EXISTING LOT LINE
- LOT - PROPOSED LOT NUMBER
- LOT - EXISTING LOT NUMBER
- (R) RECORD DATA
- (M) MEASURED DATA

GENERAL NOTES:
1. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.

OWNER'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT 734 CENTRAL LLC, AS OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE SURVEYED AND RESUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED AND HAVE DETERMINED TO THE BEST OF ITS KNOWLEDGE THE SCHOOL DISTRICTS IN WHICH THE LOT LIES, AS FOLLOWS:

SCHOOL DISTRICT
TO THE BEST KNOWLEDGE OF THE OWNER THE PROPERTY IS LOCATED WITHIN
NORTH SHORE SCHOOL DISTRICT #112
TOWNSHIP HIGH SCHOOL DISTRICT 113

DATED THIS _____ DAY OF _____, A.D. 20__

BY:_____
TITLE:

ATTEST:_____
TITLE:

NOTARY CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF _____)

I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT _____ OF THE _____, DID PERSONALLY APPEAR BEFORE ME THIS DAY AND ACKNOWLEDGE THAT THEY DID SIGN THE HEREON DRAWN PLAT AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS_____DAY OF _____, 20___.

BY:_____
NOTARY PUBLIC

COMMISSION EXPIRES_____

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

I, _____, COLLECTOR FOR THE CITY OF HIGHLAND PARK, DO HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT HEREON DRAWN.

DATED AT HIGHLAND PARK, ILLINOIS THIS _____ DAY OF _____A.D. 20____.

BY:_____
CITY COLLECTOR, HIGHLAND PARK, IL

PLAN & DESIGN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

RECOMMENDED FOR APPROVAL BY THE PLAN & DESIGN COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, THIS_____ DAY _____, A.D. 20__.

SIGNED:_____
CHAIRMAN

ATTEST:_____
SECRETARY

MORTGAGE CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

THE UNDERSIGNED AS MORTGAGEE UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED _____ AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D. 20___ AS DOCUMENT _____, HEREBY CONSENTS TO THE HEREON DRAWN PLAT. DATED THIS _____ DAY OF _____ A.D. _____.

SIGNED: _____

PRINTED NAME AND TITLE _____

ADDRESS: _____ _____

NOTARY CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF _____)

I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT _____ OF THE _____, DID PERSONALLY APPEAR BEFORE ME THIS DAY AND ACKNOWLEDGE THAT THEY DID SIGN THE HEREON DRAWN PLAT AS THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS_____DAY OF _____, 20___.

BY: _____
NOTARY PUBLIC

COMMISSION EXPIRES_____

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) S.S.
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 THE STATUTORY FEES IN CONNECTION WITH THE PLAT, GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

THIS _____ DAY OF _____A.D. 20____

BY:_____
LAKE COUNTY CLERK

REGISTERED PROFESSIONAL ENGINEER AND OWNER :

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE OWNER AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON ADJACENT LAND OWNERS PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

BY: _____ DATED: _____

OWNER
BY: _____ DATED: _____
ILLINOIS PROFESSIONAL ENGINEER

MUNICIPALITY CERTIFICATE

STATE OF ILLINOIS)
) S.S.
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 _____, 20___. 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___.

BY:_____
MAYOR

BY:_____
CITY CLERK

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

I, _____, CITY ENGINEER OF THE CITY OF HIGHLAND PARK, DO HEREBY APPROVE THIS PLAT WHICH MEETS THE MINIMUM REQUIREMENTS OF SAID CITY,
APPROVED BY THE CITY ENGINEER OF THE CITY OF HIGHLAND PARK THIS _____ DAY OF _____, A.D. 20____.

BY: _____
CITY ENGINEER

PERMISSION TO RECORD
THE UNDERSIGNED HEREBY AUTHORIZES THE CITY OF HIGHLAND PARK AND/OR ITS DESIGNATED AGENTS TO RECORD THIS PLAT OF SUBDIVISION WITH THE OFFICE OF THE LAKE COUNTY RECORDER OF DEEDS ON BEHALF OF THE UNDERSIGNED PURSUANT TO PARAGRAPH 2 OF THE PLAT ACT, ILLINOIS REVISED STATUTES, CHAPTER 19, SECTION 2, AS AMENDED.

GIVEN UNDER MY HAND AND SEAL THIS 6TH DAY OF JANUARY, 2026, AT RIVER FOREST, ILLINOIS.

BY:_____
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2026
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2027

ROY G. LAWNICZAK 35-002290 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS CHICAGO, IL

LAND SURVEYOR'S CERTIFICATION:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, ROY G. LAWNICZAK, A REGISTERED PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 35 - 2290, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 15 & 16 IN BLOCK 10 IN "HIGHLAND PARK", BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 7TH & 8TH, 1869, IN BOOK "A" OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS

I FURTHER CERTIFY THAT THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION **"X" -** AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP **17097C0291L,** WITH A DATE OF IDENTIFICATION OF **10/5/2023**, FOR COMMUNITY NUMBER **170367**, IN COOK COUNTY, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGHLAND PARK, ILLINOIS WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODES AS HERETOFORE AND HEREAFTER AMENDED.

I FURTHER CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATER COURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.

I FURTHER CERTIFY THAT MONUMENTS DESIGNATED IRON PIPES AND / OR CONCRETE MONUMENTS ON THIS PLAT HAVE BEEN SET AT ALL LOT CORNERS.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

THIS PLAT OF SUBDIVISION IS DRAWN TO THE SCALE OF ONE INCH PER 20 FEET.

GIVEN UNDER MY HAND AND SEAL THIS 6th DAY OF JANUARY, 2026 AT RIVER FOREST, ILLINOIS.

BY:_____
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2026
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2028

ROY G. LAWNICZAK 35-002290 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS CHICAGO, IL

PROJECT No.: 2025-31863-1	PLAT PREPARED FOR: PLATINUM HOMES 1456 W. FULLERTON CHICAGO, IL 60614	PLAT PREPARED BY: UNITED SURVEY SERVICE, LLC CONSTRUCTION AND LAND SURVEYORS 7710 CENTRAL AVENUE, RIVER FOREST, ILLINOIS, 60305 TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887 E-MAIL: USURVEY@USANDCS.COM	NO.	REVISIONS	DATE
ISSUE DATE: 12/11/2025			1	REVISED	1/6/26
SCALE: 1"=20			2		
SHEET NUMBER 1 OF 1			3		
			4		
			5		
			6		

Staff Report

Meeting Date: February 23, 2026

Staff Contact: Karl Burhop, Senior Planner

Department: Community Development Department

Title: An Ordinance Granting a Special Use Permit for a Planned Development (734 Central Avenue)

Recommendation:
Staff recommend adoption of a (1) Resolution granting a plat of consolidation, an (2) Ordinance approving the Special Use Permit in the Nature of a Final Planned Development ("***PUD***"), and (3) a Resolution approving and requiring execution of a Development Agreement ("***DA***") to allow a proposed 6-story, 11 unit multi-family building at 734 Central Ave. (the "***Property***").

Policy Consideration:
City Council Recap.
At its Jan. 12[1], 2026 meeting the City Council considered Plan and Design Commission and Housing Commission recommendations to approve the development and directed approval documents for consideration at a future meeting[2].

Gerard Alan Coyle (Platinum Premier Homes) ("***Applicant***") proposes a new 6-story, 11-unit multi-family residential development at 734 Central Ave. (the "***Property***"). The complete project summary and zoning review is available in the staff report at the Jan. 12 packet posting.

Public Testimony.
No additional public comments have been submitted.

Summary of Approval Documents.

- Resolution Approving a Plat of Subdivision:
    1. The plat consolidates the Property into one zoning lot.
    2. Conditions A thru E are standard with all plats.
    3. Condition F requires, "The Applicant must demolish the principal and accessory structures currently located on the Property."
- An Ordinance Granting a Special Use Permit for a Planned Development:

1. Section Three: approves the specific exhibits the City Council considered as part of the Final Development Plan.
2. Section Four: enumerates the modifications from the zoning code that are being granted. These are the same modifications presented in the Jan. 12 staff report, which are unchanged.
3. Section Five: Approves the Inclusionary Housing Plan; again, no changes from what was presented on Jan. 12.
4. Section Six: provides for conditions of approval, including the following project-specific conditions:
    - "A[3] (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 H** ("***Development Agreement***"), which Development Agreement will govern and restrict the use and development of the Property and the construction and maintenance of the Development.

      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 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 Lake County Clerk's Office.

- "D. Rooftop Screening. Applicant must: (i) screen the rooftop mechanicals of the Proposed Development from view from grade with parapet walls; and (ii) install 42-inch high screening with acoustical mitigation on the sixth floor of the Proposed Development such that the Proposed Development complies with Section 150.607 of the Zoning Code."
- "E. Public Benefit. To satisfy the public benefit required pursuant to Section 150.515 of the Zoning Code, the Applicant must: (i) make a $25,000 contribution to the City for streetscape improvements and (ii) install brick pavers within the Central Avenue and McGovern Avenue rights-of-way adjacent to the Property."
- The Development Agreement:
    1. Section 4: limits the development of the Property to the proposed new six-story building with 11 dwelling units.
    2. Section 5: requires pavers to be used for the sidewalk in front the building on the north and east.
    3. The DA contains other standard language.

Parking Reduction Request.

- Per Sec. 150.804(C)(4)(a) the Applicant requests a 15% off-street parking reduction based on proximity to transit.

1. This location is within 1,325' of a transit stop as required to be eligible for this 15% parking reduction.
    - If granted the off-street parking requirement is 19 spaces –21 spaces were provided and that total is now 20. That still meets and exceeds the 19 space requirement.

Consideration Standards.
This consideration includes three elements: (1) Final Planned Development in the nature of a Special Use Permit ("***SUP***"), and (2) Design Review. Also, the (3) plat of consolidation was submitted.

- Planned Development, Sec. 150.520.
- Special Use Permit, Sec. 150.1404(A).
- Design Review – Chapter 176.
- Chapter 151 Subdivision. **Sec. 151.009. - Variations and Exceptions.**
    1. "Variations from these regulations shall not be granted as a right. However, the Plan Commission may recommend and the City Council may grant variations from the regulations contained in this Subdivision Code in specific cases, which do not affect the general plan or the spirit of the Subdivision Code. Such recommendations shall be communicated to the City Council in writing."

Public Benefit.
The Applicant proposes a cash donation of $25,000 to the downtown streetscape improvement fund, per **Attachment 1b**.

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 Sec. 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."

Inclusionary Housing Review.
The proposed development consists of 11 total units including one (1) inclusionary unit on-site and $148,320 payment-in-lieu for the required fractional 0.8 unit[4], the unit's location and

amenities, and design changes for the unit were considered.

Other Staff Comments.

No updated comments.

[1] Click on the hyperlink for the Jan. 12 packet, including the staff report and exhibits, related to this item. Minutes (if available) and video are also available.

[2] 5-2 direction to draft approval documents; Mayor Rotering, Center, Meckler Bruckman, Ross, and Tapia voting Aye; and Lidawer and Blumberg voting Nay.

[3] Note that per the City's Corporation Counsel the structure for DA has changed, and going forward the requirement for the DA will be a 'standard' condition in the approval ordinance for the PUD.

[4] A payment in-lieu for fractional units required is allowed by-right.

Core Priorities:

Economic Development

This is a land use application and as such will create permanent or temporary jobs, increase

Vibrancy

This project is located near downtown and brings additional residents to downtown Highland Park, which supports local business and activity in and around downtown.

Attachments:

1. Ordinance Approving PUD
2. Ordinance Exhibit A - Legal Description of the Property
3. Ordinance Exhibit B - Development Agreement
4. Ordinance Exhibit C - Site Plan Set
5. Ordinance Exhibit D - Civil Plans
6. Ordinance Exhibit E - Renderings
7. Ordinance Exhibit F - Photometric and Exterior Lighting Exhibits
8. Ordinance Exhibit G - Inclusionary Housing Plan

City of Highland Park

Ordinance No. _____

An Ordinance Granting a Special Use Permit
for a Planned Development
(734 Central Avenue)

WHEREAS, 734 Central LLC ("***Applicant***") is the contract purchaser of those certain parcels of real property commonly known as 734 Central Avenue, Highland Park, Illinois, located within the B4-5 Commercial Service District of the City ("***B4-5 District***"), consisting of approximately 10,000 square feet 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 improved with a two-story structure ("***Existing Structure***"); and

WHEREAS, the Applicant desires to demolish the Existing Structure and develop a six-story multi-family residential structure on the Property, containing a total of 11 residential units ("***Proposed Development***"); and

WHEREAS, pursuant to Section 150.505(B)(6) of the "City of Highland Park Zoning Ordinance of 1997," as amended ("***Zoning Code***"), the Applicant must obtain a special use permit for a planned development in order to construct the Proposed Development because the Property is located in the B4-5 District and exceeds the maximum as-of-right height limits established in Section 150.705(A) of the Zoning Code; and

WHEREAS, pursuant to Articles V, XIV, and XXI of the Zoning Code, the Applicant, with consent of the owner of the Property, has filed an application with the City for approval of: (i) a special use permit for a planned development for the Property; (ii) certain zoning modifications within the Proposed Development; (iii) a final development plan for the proposed planned development of the Property; (iv) a plat of subdivision for the Property; and (v) an inclusionary housing plan ("***Final Inclusionary Housing Plan***," and collectively, the "***Requested Relief***"); and

WHEREAS, on April 2, 2025, the Housing Commission recommended to the City Council approval of the Final Inclusionary Housing Plan; and

WHEREAS, on May 27, 2025, the City adopted Resolution No. R65-2025, approving a preliminary development plan for the Property ("***Preliminary Development Plan***") and the Final Inclusionary Housing Plan; and

WHEREAS, on December 16, 2025, the Plan and Design Commission of the City of Highland Park ("***Plan and Design Commission***") held: (i) a public hearing 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 Development Plan; and (ii) a public meeting to consider a tentative plat of subdivision for the Property; and

WHEREAS, on December 16, 2025, the Plan and Design Commission adopted Findings of Fact (Public Hearing Nos. PUD-2025-00079), confirming that the final development plan for the proposed planned development is in substantial conformance with the Preliminary Development

Plan and recommending to the City Council approval of the Final Development Plan and a tentative plat of subdivision for the Property; and

WHEREAS, on _____ __, 2026, the City Council adopted Resolution No. _____, approving the final plat of subdivision for the Property (***"Final Plat of Subdivision"***), pursuant to which Final Plat of Subdivision for the Property has been consolidated into one lot, with the legal description set forth in Exhibit A; and

WHEREAS, the Applicant has agreed to execute and record a development agreement prepared by the City's Corporation Counsel governing the use and development of the Property and incorporating the conditions set forth in this Ordinance, the text of which is in substantially the form attached to and, by this reference, made a part of this Ordinance as **Exhibit B** ("***Development Agreement***"); and

WHEREAS, the City Council has determined that the Proposed Development, and the zoning modifications within the Proposed Development, comply with the required standards for special use permits and planned developments as set forth in Articles V and XIV 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 proposed planned development for the Property and the Final Inclusionary Housing Plan, and to grant certain zoning modifications within 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 Six 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 Six 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 Set, consisting of 31 sheets and prepared by Kipnis Architecture+Planning, with a latest revision date of December 29, 2025, and November 14, 2025, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**;

B. The Civil Plans, consisting of seven pages, and prepared by Bono Consulting Civil Engineering, with a 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 D**;

C. The Renderings, consisting of seven sheets, and prepared by Kipnis Architecture+Planning, with a latest revision date of April 30, 2025, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit E**; and

D. The Photometric and Exterior Lighting Exhibits, consisting of 25 sheets, and prepared by Hoiland Studios, with a latest revision date of April 28, 2025, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit F**.

SECTION FOUR: APPROVAL OF ZONING MODIFICATIONS WITHIN A PLANNED DEVELOPMENT: Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Six of this Ordinance, the City Council hereby grants the Applicant'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 Proposed Development, in accordance with and pursuant to Section 150.510 of the Zoning Code and the home rule powers of the City:

A. Height Modification. A modification from Section 150.704 of the Zoning Code to increase the maximum height limit for the Proposed Development, from 51 feet and four stories to 69 feet and six stories.

B. Distance Between Buildings Modification. A modification from Section 150.520(M) of the Zoning Code to decrease the minimum horizontal distance between the Proposed Development and the adjacent existing structure to the east, from 15 feet to zero feet.

C. Landscape Modifications. A modification from Section 150.2230(A) of the Zoning Code to decrease the minimum number of required shade or ornamental trees, from five to zero.

D. Step-back Modification. A modification from Sec. 150.520(K)(1) of the Zoning Code to decrease the upper-story step-back requirement for the sixth floor of the Proposed Development, from 15 feet to 4.67 feet.

E. Visual Clearance Modification. A modification from Sec. 150.808(H)(2) of the Zoning Code to allow the building to encroach into the triangular area formed by a straight line drawn between points on the property lines at a distance of 25 feet in each direction from the intersection of Central Avenue and McGovern Street.

F. Ground Floor Parking Coverage. A modification from Section 150.808(I)(1) of the Zoning Code to increase the maximum coverage limit of the ground floor frontage for off-street parking spaces within the Proposed Development, from 40% of the front 40 feet of the Proposed Development to 59.8%.

G. Exterior Lighting Modification. A modification from Section 150.605(A) of the Zoning Code to increase the maximum permitted foot-candles at the property line of the Property at the three pedestrian entrances of the Property, as depicted in Exhibit F.

SECTION FIVE: APPROVAL OF INCLUSIONARY HOUSING PLAN. Subject to,

and contingent upon, the conditions, restrictions, and provisions set forth in Section Six of this Ordinance, the Final Inclusionary Housing Plan for the Proposed Development of the Property is hereby approved in the form attached to and, by this reference, made a part of this Ordinance as **Exhibit G.**

SECTION SIX: 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 Applicant may have, the approvals granted in Sections Two, Three, Four, and Five 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. Development Agreement.

1. Execution and Recordation. Within 30 days after the adoption of this Ordinance, the Applicant must execute the Development Agreement.

2. Compliance. The development, use, operation, and maintenance of the Property must at all times comply with all terms, conditions, restrictions, and provisions of the Development Agreement.

B. Standard Conditions.

1. 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.

2. Compliance with Final Development Plan. The redevelopment, use, operation, and maintenance of the Property must comply with the Final Development Plan, except: (a) for 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) for administrative approvals granted with respect to exterior design features of the Proposed Development, in accordance with Section 176.045(B)(2) of the City Code.

C. Lighting Requirements. No light fixture installed on the Property as part of the Proposed Development may exceed a correlated color temperature of 3,000 Kelvin.

D. Rooftop Screening. Applicant must: (i) screen the rooftop mechanicals of the Proposed Development from view from grade with parapet walls; and (ii) install 42-inch high acoustic screening on the sixth floor of the Proposed Development such that the Proposed Development complies with Section 150.607 of the Zoning Code.

E. Public Benefit. To satisfy the public benefit required pursuant to Section 150.515 of the Zoning Code, the Applicant must: (i) make a $25,000 contribution to the City for streetscape improvements and (ii) install brick pavers within the Central Avenue and McGovern Avenue rights-of-way adjacent to the Property.

F. Reimbursement of City Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable City codes, ordinances, resolutions, rules, or regulations, the Applicant 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 Applicant 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 SEVEN: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded in the Office of the Lake County Recorder of Deeds. 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 Applicant and its respective heirs, personal representatives, successors, and assigns.

SECTION EIGHT: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant 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 Fiveof 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 Applicant with two 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 NINE: 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 TEN: 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. Recordation of this Ordinance, together with such exhibits as the City Clerk deems appropriate for recordation, with the office of the Recorder of Lake County;

4. 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

5. Execution by the Applicant of the Development Agreement, and delivery to the City of the executed Development Agreement, within 30 days after the passage of this Ordinance.

B. In the event that the Applicant does not deliver fully executed copies of the Development Agreement within 30 days after the date of final passage of this Ordinance by the City Council, as required by Section 10.A.5 of this Ordinance, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

Legal Description of the Property

The subject property, commonly known as 734 Central Avenue, is legally described as:
Lots 15 & 16 in Block 10 in “Highland Park”, being a subdivision in Section 23, Township 43 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded May 7th & 8th, 1869, in Book “A” of Plats, Page 2, in Lake County Illinois.

PINs: 16-23-314-002-0000; and 16-23-314-001-0000

EXHIBIT B

Development Agreement

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Steven M. Elrod
Elrod Friedman LLP
350 North Clark Street
Second Floor
Chicago, IL 60654

Above Space For Recorder's Use Only

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF HIGHLAND PARK

AND

734 CENTRAL LLC

(734 Central Avenue)

DATED AS OF _____ ___, 2026

Development Agreement
Between
the City of Highland Park and
734 Central LLC
(734 Central Avenue)

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 **734 CENTRAL LLC**, an Illinois 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 consists of two parcels of real property commonly and collectively known as 734 Central Avenue, Highland Park, Illinois, is located in the B4-5 Commercial Service District of the City and consists of approximately 10,000 acres (collectively, the "***Property***").

B. As of the Effective Date of this Agreement, Developer is the contract purchaser of the Property.

C. The Property is currently improved with a two-story Structure (***"Existing Structure"***).

D. Developer desires to demolish the Existing Structure and construct a new six-story residential Structure, comprised of 11 dwelling units, one of which will be an Affordable Unit.

E. In connection with the proposed development of the Property, Developer filed applications with the City seeking approval of: (1) a special use permit for a planned development; (2) a preliminary and final development plan for the Property; (3) certain zoning modifications within the proposed planned development; (4) a plat of subdivision for the Property; and (v) an inclusionary housing plan.

F. 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.

G. 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.

*All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Zoning Code.

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 all material respects the same as the approved template attached to this Agreement as **Exhibit G**, to be executed by Developer and recorded against each Affordable Unit pursuant to the Inclusionary Housing Regulations and Section 7 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.

"*Common Areas":* All of the areas of that are not within any of the dwelling units to be constructed on the Property.

***"Corporate Authorities"*:** The Mayor and City Council of the City.

***"CTM Plan"*:** Defined in Section 6.F.1 of this Agreement.

"Declaration of Covenants": The declaration of covenants, easements and restrictions required pursuant to Section 7 of this Agreement.

"Design Guidelines": The "Design Guidelines" of the City, dated February 15, 2018 and as may be amended from time to time.

"Development": Described and defined in Section 3 of this Agreement.

***"Development Approvals"*:** The ordinances, resolutions, permits, and administrative approvals listed in Section 3 of this Agreement.

***"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"*:** Collectively, the plans and specifications for the Development approved by the Corporate Authorities pursuant to the Development Approvals and the Requirements of Law.

"Final Engineering Plan":" The engineering plan approved by the Corporate Authorities in accordance with and pursuant to Section 3 of this Agreement and in accordance with the Requirements of Law.

"*Final Inclusionary Housing Plan*": The inclusionary housing plan approved by the Corporate Authorities in accordance with and pursuant to Section 3 of this Agreement and in accordance with the Requirements of Law. Upon that approval, the Final Inclusionary Housing Plan will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, the Final Development Plan, and by extension, this Agreement.

***"Final Site Plan"*:** The site plan approved by the Corporate Authorities in accordance with and pursuant to Section 3 of this Agreement and in accordance with the Requirements of Law.

***"Guarantee"*:** Defined in Section 10.A of this Agreement.

"Housing Commission": The City of Highland Park Housing Commission.

***"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 4 of this Agreement, including, without limitation, the Public Improvements to be installed pursuant to the Final Development Plan.

***"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.

***"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"*:** The tract of land, consisting of approximately 10,000 square feet, located at the addresses commonly known as 734 Central Avenue, Highland Park, Illinois, and legally described in **Exhibit A** attached to 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 the Final Development Plan for the Property; (iii) granting zoning modifications within the approved planned development; and (iv) approving the 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.

***"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 six-story residential building comprised of 11 dwelling units 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 preventing 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 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.

On _____, 2026, the Corporate Authorities adopted (i) Ordinance No. _____, approving a planned development for the Property; and (ii) Resolution No.

_____, approving the Final Plat of Subdivision ("***Development Approvals***") to enable the development on the Property of a six-story residential Structure comprising 11 dwelling units, one of which will be an Affordable Housing unit ("***Development***").

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. Development. The Development must consist of the following required elements, all of which were promised by Developer and served as an enticement to the City to enter into this Agreement and adopt the Development Approvals:

1. A new six-story residential Structure comprised of 11 dwelling units, one of which will be an inclusionary housing unit; and

2. Construction of the Improvements, as described and depicted in Section 5 and Exhibit B of this Agreement.

C. 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.C, the interpretative provisions of Section 2.B.4 will prevail.

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, and include, without limitation, the following:

a. Stormwater sewer mains, service lines, and facilities;

b. Sanitary sewer mains and service lines;

c. Water mains and service lines;

d. The Right-of-Way Improvements, as described in Section 5.E of this Agreement; and

e. The landscaping, as depicted in the Final Landscape Plan, and as described in Section 5.C of this Agreement.

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. 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, 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 on the Property 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 proposed development of the Property 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 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 constructed from brick pavers, consistent with the Design Guidelines, and mountable curbs, all within the: (i) easterly portion of that certain segment of the McGovern Street right-of-way located between the southern lot line of the Property and the intersection of the McGovern Street and Central Avenue rights-of-way; and (ii) the northerly portion of that certain segment of the Central Avenue right-of-way located between the eastern lot line of the Property and the intersection of the McGovern Street and Central Avenue rights-of-way.

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 Development 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 McGovern Street and Central Avenue 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 the Licensee 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 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. For a period of at least two years following acceptance by the City of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the City Engineer, in a first-rate condition at all times. 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 Developer is not adequately maintaining, or has not adequately maintained, 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 10.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. In the event any Public Improvement is repaired or replaced pursuant to this Section 5.F.4, the City's right to draw upon the Maintenance Guarantee pursuant to Section 10.B of this Agreement will be extended, as to the repair or replacement, for two full years from the date of the repair or replacement.

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.

SECTION 6. DEMOLITION AND 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.

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.

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.

B. Demolition of Existing Structure. Developer may commence demolition of the Existing Structure on the Property only after obtaining all necessary demolition permits from the City and presenting the City with a plan to mitigate dust, smoke, and other particulates resulting from the demolition. Developer will conduct all demolition work on the Property in full compliance with the City's permitted construction work hours regulations. Developer will remove and dispose of all debris resulting from the demolition of the Existing Structure on the Property in compliance with the Requirements of Law.

C. Single Phase of Development. The construction of the Improvements and development of the Property must take place in one continuous phase, subject to seasonal conditions.

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: (i) Developer has (a) demonstrated sufficient funds or liquidity to acquire the Property and complete the Development, (b) provided evidence of such liquidity acceptable to the City, in the City Manager's sole discretion and obtained the City Manager's approval of the same, and (c) provided the City with the contact name, mailing address, phone number, and e-mail address for Developer's lender or lenders, if any; and (ii) the City Manager has determined that the construction of the following

Improvements is complete as required by this Agreement and Requirements of Law, except as may be authorized in writing by the City Manager in their sole discretion:

1. The Stormwater Improvements;

2. The Right-of-Way Improvements, as described in Section 5.E of this Agreement;

3. The landscaping, as depicted in the Final Landscape Plan, and as described in Section 5.C of this Agreement; and

4. A functional water system that can deliver water to all proposed fire hydrants, 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 Development 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.

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 final grading, application of final surface course, and, where applicable, striping of parking space for the roads, driveways, and parking areas serving the uses within the Structure has been completed.

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 all 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, plumbing, gas service, 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. Owners' Association Declaration of Covenants. Prior to the transfer of any dwelling unit by Developer, Developer must prepare and submit to the City Manager and the Corporation Counsel, for their respective review and approval, and Developer must record against the Property, a declaration of covenants, easements, and restrictions ("***Declaration of Covenants***"). The Declaration of Covenants must provide for the creation of an association for the owners of the dwelling units on the Property or similar entity ("***Owners' Association***") and must, without limitation, codify the following provisions, conditions and restrictions of this Agreement:

1. Membership in the Owners' Association must be mandatory for each owner and successive owner of a dwelling unit in the Development.

2. No modifications or revisions to the provisions in the Declaration of Covenants required pursuant to this Agreement, or to any provision that is inconsistent with the requirements of this Agreement, the Inclusionary Housing Regulations, or the Affordable Housing Declaration will be effective without the prior review and written approval of the City Director of Community Development.

3. The Owners' Association will be responsible for the continuity, care, conservation and maintenance, including operation in a first-rate condition and in accordance with predetermined standards, of the Common Areas, including all landscaping, stormwater detention facilities, equipment and appurtenances, and the cost of power required for the equipment and appurtenances.

4. The Owners' Association will be responsible for casualty and liability insurance and real estate taxes for all Common Areas.

5. The owners of each dwelling unit to be constructed on the Property must pay their *pro rata* share of all costs and expenses incurred by the Owners' Association by means of an assessment to be levied by the Owners' Association which meets the requirements for becoming a lien on the Property in accordance with statutes of the State of Illinois.

6. The Owners' Association will have the right to adjust the assessment to meet changed needs. The membership vote required to authorize that adjustment may not be fixed at more than 51 percent of the members voting on the issue.

7. The Owners' Association or the owners, and not the City, will be responsible, at the Owners' Association's expense, for snow removal on or from the Property.

8. Easements must be created or granted as follows:

a. An easement will be created providing access over, on, and above the Common Areas for the exclusive benefit of the owners of the dwelling units to be constructed on the Property and for the benefit of the City, for storm water drainage and detention, emergency response, utility maintenance and repair, and for the purpose of maintaining the Common Areas.

b. Utility easements will be granted to the City and other governmental bodies and utility services over, on, and across the Property and the Common Areas for the purposes of making repairs, installing and servicing utilities, and providing emergency services.

c. The easements for storm water drainage and detention must remain unobstructed and the access may not be blocked by a fence, landscaping, or any other Structure or planting, of any kind or nature, erected within said easement without written approval of the City Manager. In addition, no grade changes will be permitted in said easement without the prior written approval of the City Engineer.

9. Annual Certification on Capital Improvements. At the request of the owner of any Affordable Unit, not more than once per calendar year, the Owners' Association must submit to the Housing Commission annual written certifications of all: (a) regular assessments allocated to the working capital reserve of the Owners' Association, and (b) costs of any structural or mechanical improvements to the Property or to the Common Area and facilities on the Property

that would qualify as part of a "Capital Improvements Credit" pursuant to Section 17 of the Affordable Unit Declaration.

10. Affordable Units. The Declaration of Covenants must include specific provisions requiring that the purchase, maintenance, use, and sale of all Affordable Units is in compliance with the terms and conditions set forth in the applicable Affordable Unit Declaration and the Inclusionary Housing Regulations. The Declaration of Covenants must also provide that: (i) no special assessment may be imposed against any Affordable Unit except in connection with necessary maintenance of, and repairs to, structural improvements or parking areas on the Property; and (ii) in the event the Housing Commission owns any Affordable Unit, the Housing Commission will be allowed to lease the Affordable Unit pursuant to the terms and conditions as the Housing Commission may decide, in its sole discretion. The Owners' Association will have no right of first refusal or any similar arrangement with respect to the resale of any of the Affordable Units on the Property.

11. Developer's Obligations. The Owners' Association will not be responsible for any obligations set forth in the Declaration of Covenants, and Developer will remain solely responsible for such obligations, until the election of the initial board of the Owners' Association by a majority of the members other than Developer, in accordance with the Requirements of Law.

12. Final Approval by City. The City, through its Director of Community Development, has the right of final approval of the Declaration of Covenants.

13. Approval of Modifications by City. No modifications or revisions to the provisions in the Declaration of Covenants required pursuant to Section 7 of this Agreement, or to any provision that is inconsistent with the requirements of this Agreement, the Inclusionary Housing Regulations, or the Affordable Housing Declaration, will be effective without the prior review and written approval of the City Director of Community Development.

14. General Provisions.

a. Each owner of a dwelling unit to be constructed on the Property will have the right to enforce the Declaration of Covenants.

b. The Declaration of Covenants must provide that the City is an intended third-party beneficiary of the Declaration of Covenants, and will have the right, but not the obligation, to enforce the Declaration of Covenants. Specifically, and without limitation, the City will have the right, but not the obligation, after ten days' written notice to the Owners' Association, to perform any maintenance or repair work which, in the sole opinion of the City, the Owners' Association has failed to perform on the Common Areas, to assess the membership for that work, and to file a lien against the property of the Owners' Association or the property of any member failing to pay the assessment.

c. The Declaration of Covenants will run with and bind the Property, and all portions thereof, and will be binding on Developer, and their successors in interest, to all portions of the Property.

B. Affordable Units.

1. Construction and Development. Not less than one dwelling unit constructed on the Property must be developed as an Affordable Unit in accordance with and pursuant to this Agreement, the Special Use Ordinance, and the Inclusionary Housing Regulations.

2. Approval of Declaration. The Parties acknowledge and agree that the Affordable Unit Declaration attached as **Exhibit G** to this Agreement has been approved in advance by Developer and by the Corporate Authorities as part of their respective approvals of this Agreement.

3. Recordation -- Condition of Certificate of Occupancy. As a condition precedent to any issuance of a certificate of occupancy for any Affordable Unit, Developer must cause an Affordable Unit Declaration to be fully executed and properly recorded against each Affordable Unit on the Property, as required pursuant to Section 150.2155 of the Inclusionary Housing Regulations, no later than the earlier to occur of: (i) the date on which the closing for the sale of the Affordable Unit takes place, and (ii) 10 days after the date on which a Declaration of Covenants is recorded. Developer must notify the City of all recordations performed pursuant to this Section 7.B.3 and of the record numbers assigned to each Affordable Unit Declaration. Failure to record the Affordable Unit Declaration as provided in this Section 7.B.3 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.

4. 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 Inclusionary Housing Plan and the Inclusionary Housing Regulations, Developer must take all steps necessary to cause the Affordable Unit Declaration to have priority over any other interests recorded against the Affordable Unit, including, without limitation, requiring and allowing the Affordable Unit Declaration to be recorded prior to the closing of the Affordable Unit. 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 the Affordable Unit will be subordinate to the Affordable Unit Declaration.

5. 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.

6. 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 pursuant to Section 7.B.6 of this Agreement.

7. 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.

8. Off-Street Parking. At least one off-street parking space must be allocated and made available to each Affordable Unit, 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, ***"Impact Fees"***):

1. The Park District of Highland Park;

2. High School District No. 113;

3. The North Shore Elementary School District No. 112; and

4. 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. Developer acknowledges that the payment of development 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. 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 development 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. Waiver of Affordable Unit Impact Fees. Notwithstanding the otherwise applicable provisions of Chapter 160 of the City Code and of this Section 8, and pursuant to Section 150.2145 of the Inclusionary Housing Regulations, Impact Fees owed by Developer and attributable to the development of Affordable Units as part of the development of the Property are hereby waived in their entirety by the City. The waiver provided by this Section 8.B will apply only to those impact fees attributable to the dwelling unit located on the Property designated as an Affordable Unit.

C. 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 $148,320.00, which amount is equivalent to the cost of 0.8 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 building on the Property.

D. 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, except that fee will be discounted by 9%, the percentage of units within the development that are affordable units pursuant to Section 150.2145 of the Inclusionary Housing Regulations.

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 Section 151.006(K)(1) of the City Code, and in accordance with Section 151.006(K) 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. 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 151.006 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 a Developer 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 (***"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.

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.B 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 the Development and 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 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 30 days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement. The failure of Developer to secure 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 does 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 an Illinois 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 is 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 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, 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:

734 Central LLC
734 Fullerton Avenue
Chicago, Illinois 60614
Attention: Gerard Coyle
E-mail: _____

With a copy to:

Samuels & Bernstein
484 Central Avenue, Suite 202
Highland Park, Illinois 60035
Attention: Calvin Bernstein
E-mail: cbernstein@sambernlaw.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 Illinois circuit court for 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 **G** 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.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

_____
Ashley Palbitska, Deputy City Clerk

CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation

By:_____
Ghida S. Neukirch
Its: City Manager

ATTEST:

By: _____

Its: _____

734 CENTRAL LLC, an Illinois limited liability company

By: _____

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 home rule municipal corporation, and by Ashley Palbitska, the Deputy City Clerk of said home rule 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 **734 CENTRAL 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

EXHIBIT A	LEGAL DESCRIPTION OF PROPERTY
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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

(INSERT LEGAL DESCRIPTION)

PINs: _____

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 One Realty Group LLC (the "Customer").

Drafts under this Letter of Credit shall 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 shall be in the form attached as Exhibit "A" and shall 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 One Realty Group LLC (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 has 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 shall expire 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 shall 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 shall be extended as shall be 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 shall be 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 shall 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 shall be 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 shall control. This Letter of Credit shall be 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 shall, 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 Subdivision and Development Agreement dated _____, 20___ by and between the City and 734 Central 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 734 Central 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 Subdivision and Development Agreement dated _____, 20____ by and between the City and 734 Central 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 Subdivision and Development Agreement dated _____, 20____ by and between the City and 734 Central LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT D

INSURANCE REQUIREMENTS

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 Arlington Heights, including its Mayor, Board of Trustees, 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.

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"***), 734 Central 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.

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:

734 CENTRAL 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 **734 CENTRAL 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 _____, 201_, 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

AFFORDABLE UNIT DECLARATION

EXHIBIT C

Site Plan Set

Legend

- Existing Wall to Remain
- New Partition and/or Wall Refer to Wall Types
- Existing Construction to be Removed
- Room Number
- Revision
- Elevation Tag
- Elevation Change in Plan
- Detail
- Interior Elevation Tag - Multiple
- Interior Elevation Tag - Single
- Wall Type Tag
- Door Tag
- Window Tag
- Section Mark
- VCT / CPT Flooring Transition
- Keyed Note

General Conditions

1. **General Contractor:** If any discrepancy exists on the drawings, the General Contractor is to notify the Architect in writing for direction. The General Contractor is responsible for reviewing the construction documents to become familiar with the design intention of the project. The General Contractor is responsible for any work not in compliance with the final code approved plans. General Contractor shall coordinate all work with other trades and with the Architect.
2. **Building Codes:** All work and materials shall be in conformance with the codes and ordinances of the City of Evanston, and with manufacturers written recommendations.
3. **"Methods and Means":** The Owner and the Architect shall not be responsible for the "Methods and Means' that the General Contractor or any of the General Contractor's Sub Contractors may utilize. Adequacy of temporary shoring and other temporary support devices are the responsibility of the General Contractor.
4. **Insurance:** The General Contractor and all Sub Contractors shall be insured for this site specific project and maintain said insurance throughout the duration of the work. The insurance shall be 'All Risk' Builders insurance and shall be an amount equal to or greater than the value of the aggregate work and/or services being performed by the General Contractor, Sub Contractors and/or Design Professionals and Consultants.
5. **Additional Insured:** Kipnis Architecture + Planning and the Owner shall be listed on the policy as named additional insureds. Copies of all of the insurance policies are required before any of the work on this project commences.
6. **General Liability Insurance:** The Owner shall require the General Contractor and all of the General Contractor's Sub Contractors to purchase and maintain General Liability Insurance for the duration of the project in an amount acceptable to the Owner.
7. **Scaling Drawings:** Drawings, including but not limited to graphic images, hatch patterns, etc. shall be superseded by written descriptive text. The drawings are not be scaled.
8. **Dimensions:** Dimensions are to finish unless otherwise indicated. Verify sub rough framing dimensions with selected tub manufacturer and adjust as required.
9. **Drawing Information:** The information contained in the construction documents is in itself incomplete and void unless used in conjunction with the project specifications, local trade practices, and/or applicable standards, codes, etc.
10. **Permits:** General Contractor shall obtain and pay for all permits required for completion of the project, arrange for all necessary inspections and make all required submittals except for the building permit, which the Owner will pay for.
11. **Product Substitution:** All products shall be as specified. Contractor may, at their own expense, propose alternate products that are to be equivalent in quality, finish and function. Assuming that proposed substitutions are submitted in writing and in a timely manner, they may be considered by the architect and, at the architect's discretion, may be allowed.
12. **Damages:** Protect property from damage and/or deleterious activities. Repair any damage that may occur at once.
13. **Site Maintenance:** Maintain the site in a clean and orderly manner. Remove all debris, excess materials, dirt and similar items and properly and legally dispose of off site.
14. **Cleaning:** General Contractor shall clean the project at 'substantial completion' to a 'broom finish' level. All equipment, fixtures, floors, windows, etc. shall be cleaned and ready for owner occupancy. All filters shall be clean at time of project completion.
15. **Design and Build:** Portions of the work indicate that work will be performed on a "Design and Build" basis. In such cases, the Contractor shall be solely responsible for the complete design, engineering, and installation of such systems or equipment and shall warranty to the Owner that such work shall adequately meet the needs and requirements of the Owner and of the project as planned and its intended uses as well as comply completely with all applicable codes, ordinances and governing regulations. In no way shall a design and build arrangement limit the responsibility of the General Contractor to complete his obligations to meet such needs and requirements.

Design and Build work shall include, but not be limited to, the following:
- Heating Ventilation and Air Conditioning System
- Plumbing System
- Electric System

16. **Shop Drawings:** Shop drawings and/or product submittals are to be provided to the Architect for review and approval prior to installtion/order placement as follows:
- Floor/Roof Trusses if scheduled
- Windows and Doors
- Thermal controls and devices
- HVAC system
- Insulation material
- Other items as requested by the Architect

Additionally, contractor to provide 3' sample of all trim, tacked up in place for review and approval by Owner/Architect.

17. **Blower Door Test: Contractor to provide two blower door tests for entire house, one before drywall is installed and one after project completion.**

Alternates:

1. **Interior Stone:** Delete Stone of Interior of Master Bedroom Fireplace Prd. Drywall

Allowances

1. **Tile:**
   a. Provide $7/s.f. material allowance for tile flooring at mudroom, basement bath and laundry.
   b. Provide $8/s.f. material allowance for 1st floor powder room.
   c. Use $9/s.f. material allowance for 2nd floor hall bath.
   d. Use $12/s.f. material allowance for master bath with $1500 allowance for decorative tile work, material only.
2. **Tile:**
   a. Provide $7/s.f. material allowance for tile flooring at mudroom, basement bath and laundry.
3. **Countertops:**
   a. $100/sf (installed price) for all countertops.

Abbreviations

A.B.	Anchor Bolt
A.C.	Air Conditioning
ADJ.	Adjustable
A.F.F.	Above Finished Floor
AL.	Aluminuim
ALT.	Alternate
APPROX.	Approximate
ARCH.	Architectural
ASPH.	Asphalt
BD.	Board
BITUM.	Bituminous
BLDG.	Building
BLKG.	Blocking
B.M.	Beam
B.O.	Bottom Of
BRG.	Bearing
CAB.	Cabinet
C.B.	Catch Basin
C.I.	Cast Iron
C.J.	Control Joint
CL.	Centerline
CLG.	Ceiling
C.M.U.	Concrete Masonry Unit
COL.	Column
CONST.	Construction
CONT.	Continuous
C.O.	Clean Out
CPT.	Carpet
C.T.	Ceramic Tile
C.W.	Cold Water
D	Dryer
DBL.	Double
DEPT.	Department
D.F.	Drinking Fountain
DIA.	Diameter
DIM.	Dimension
DN.	Down
DR.	Door
D.S.	Downspout
DTL.	Detail
D.W.	Dishwasher
DWG.	Drawing
E.	East
EA.	Each
E.I.F.S.	Ext. Insul. Finish Sys.
ELEC.	Electrical
ELEV.	Elevation
EQ.	Equal
EQUIP.	Equipment
EXIST.	Existing
EXP.	Exposed
EXT.	Exterior
E.W.C.	Electric Water Cooler
F.A.R.	Floor Area Ratio
F.D.	Floor Drain
F.E.	Fire Extinguisher
F.E.C.	Fire Extinguisher Cab.
F.F.	Finished Floor
F.F.H.B.	Frost Free Hose Bib
F.H.C.	Fire Hose Cabinet
FIN.	Finish
FIXT.	Fixture
FLR.	Floor
FLUOR.	Fluorescent
FND.	Foundation
F.P.	Fireplace
FT.	Feet
FTG.	Footing
FURN.	Furnance
FURR.	Furring
GA.	Gauge
GALV.	Galvanized
G.B.	Grab Bar
GND.	Ground
GYP. BD.	Gypsum Board
H.B.	Hose Bib
H.C.	Hollow Core
HD.	Head
HDWR.	Hardware
HGT.	Height
H.I.D.	High Intensity Discharge
H.M.	Hollow Metal
HORIZ.	Horizontal
H.P.S.	High Pressure Sodium
HR.	Hour
HRDWD.	Hardwood
H.W.	Hot Water
I.D.	Inside Diameter
IN.	Inch
INCL.	Include
INSUL.	Insulation
INT.	Interior
INV.	Invert
JST.	Joist
JT.	Joint
KIT.	Kitchen
LAM.	Laminated
LAV.	Lavatory
L.P.S.	Low Pressure Sodium
L.H.	Left Hand
L.H.R.	Left Hand Reversed
LT.	Light
MAS.	Masonry
MAX.	Maxium
M.C.	Medicine Cabinet
MECH.	Mech.
MED.	Medium
MFR.	Manufacturer
MIN.	Minimum
MISC.	Miscellaneous
M.J.	Midwest Jobber
M.O.	Masonry Opening
MRB.	Marble
MTD.	Mounted
MTL.	Metal
MULL.	Mullion
N.	North
N.I.C.	Not in Contract
N.T.S.	Not to Scale
O.C.	On Center
O.D.	Outside Diameter
OPNG.	Opening
OPP.	Opposite
PERF.	Perforated
P.LAM.	Plastic Laminate
PL.	Plate
P.L.	Property Line
PLYWD.	Plywood
PNT.	Paint
PR.	Pair
PREFAB.	Prefabricated
PROP.	Property
PT.	Point
Q.T.	Quarry Tile
QTR.	Quarter
QUAL.	Quality
R.	Riser or Radius
RAD.	Radius
REF.	Refrigerator
REQ'D.	Required
R.H.	Right Hand
R.H.R.	Right Hand Reverse
RM.	Room
R.O.	Rough Opening
S.	South
S.B.	Sandblast
S.C.	Solid Core
SCHED.	Schedule
S.D.	Smoke Detector
SECT.	Section
SHT.	Sheet
SIM.	Similar
S.M.	Sheet Metal
SPEC.	Specification
SQ.	Square
S.STL.	Stainless Steel
STD.	Standard
STL.	Steel
SURF.	Surface
SYM.	Symmetrical
SYS.	System
TEMP'D	Tempered
T.	Tread
T&B	Top & Bottom
T.B.	Towel Bar
TEL.	Telephone
THK.	Thick
T.O.	Top of
T&G	Tongue and Groove
T.P.	Toilet Paper Holder
T.V.	Television
TYP.	Typical
U.N.O.	Unless Noted Otherwise
VTR	Vent Through Roof
VERT.	Vertical
V.I.F.	Verify in Field
V.C.T.	Vinyl Composition Tile
W.	Washing Machine
W/	With
W/O	Without
W.C.	Water Closet
WD.	Wood
W.H.	Water Heater
W.W.F.	Welded Wire Fabric

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Applicable Codes

International Building Code (IBC)	2021
International Residential Code (IRC)	2021
International Mechanical Code	2021
International Fuel Gas Code	2021
National Electric Code (NFPA 70)	2020
NFPA Life Safety Code 101	2021
International Fire Code (IFC)	2021
International Energy Conservation Code (IECC)	2018
Illinois State Plumbing Code	
Illinois Accessibility Code	

Zoning Data

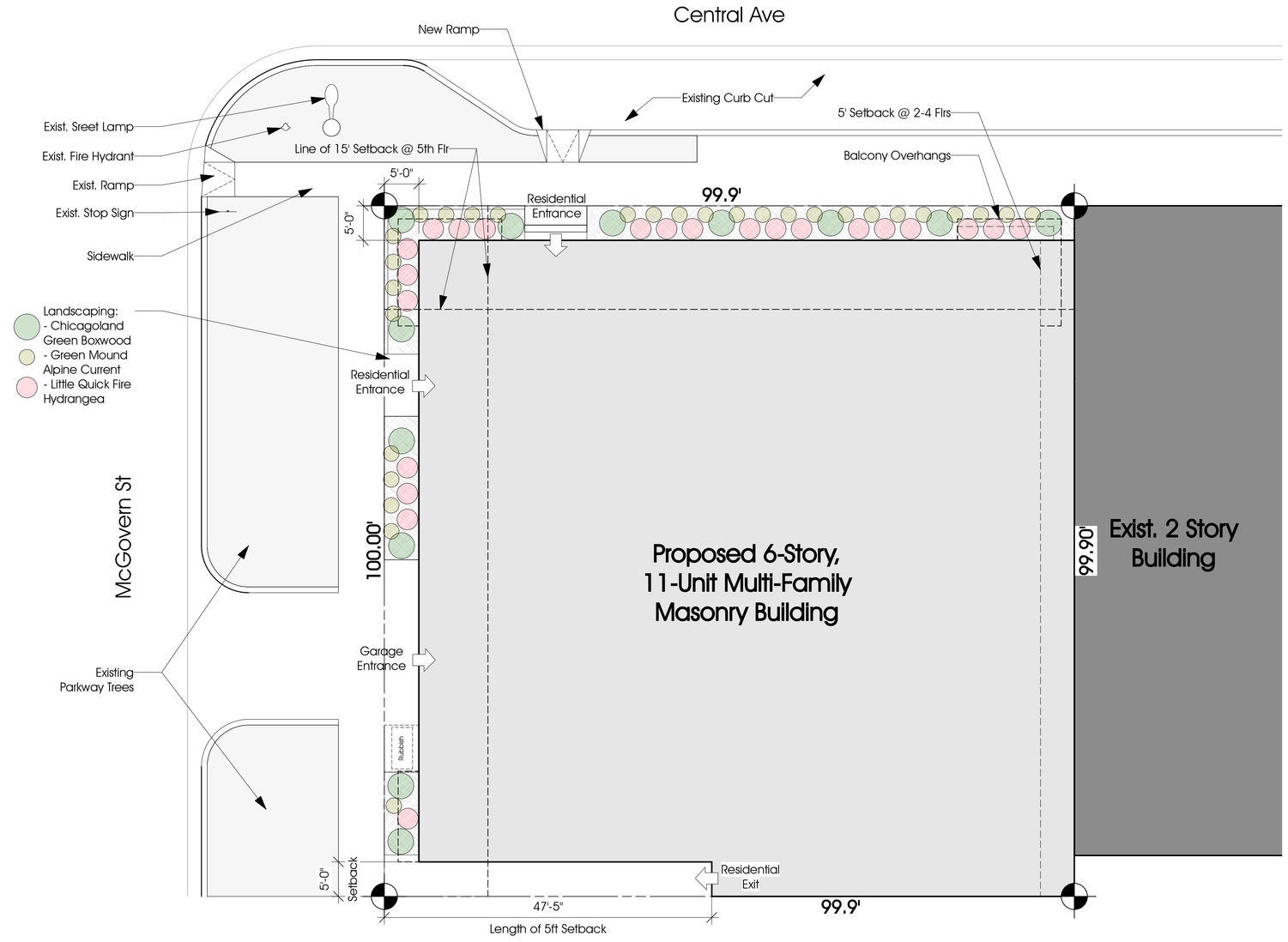
Zoning District: B4-5** B4-4 Req's per 150.705 (c)

	Req'd	Proposed
Min. Lot Area	15,000 s.f.	No Change
Min. Lot Area Per Unit	871 s.f.	1,364 s.f.
Min. Front Setback	5'0"	5'0"
Min. Rear Setback	0"	0"
Max. Bldg Hgt	51'; 4 Stories	69'0" ; 6 Stories
Min. Parking	13 (Mass Transit Red.)	20
Minimum Affordable Units	1.2	1.00
Impervious Surface		9,285 sf (93%)

Multi-Family Development for

Platinum Homes of Chicago

734 Central Ave
Highland Park, IL



1 Site Plan
Scale: 3/32" = 1'-0"

ENERGY CONSERVATION CODE COMPLIANT STATEMENT

I certify that I am a Registered Energy Professional (REP). I also certify to the best of my professional knowledge and belief that the attached plans for:
734 Central Ave
Highland Park, IL
fully comply with the requirements of the Chapter 18-13, Energy Conservation, of the Municipal Code of Chicago, Except 18-13-303.1

Signed
001-012329
License No.
Nov. 14, 2025
Date

City Stamp, City of Highland Park

I hereby certify that these plans were prepared under my direction and to the best of my knowledge and belief conform to the Building Codes and Ordinances of the ***City of Highland Park***

Nathan Kipnis
License No.
001-012329

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Architects Stamp

Consultant

Consultant

Multi-Family Building for

Platinum Homes of Chicago

734 Central Ave
Highland Park, IL

Cover Sheet, Site Plan

Print Date
Nov. 14, 2025

Date	No.	Revision/Issue
11/14/25	1	90% Review Set

SHEET
A-0.0

GENERAL ACCESSIBILITY NOTES

PROJECT IS REQUIRED TO COMPLY WITH ICC A117.1-2009 (REFERENCED STANDARD WITH MODIFICATIONS), ILLINOIS ACCESSIBILITY CODE 2018, FAIR HOUSING AMENDMENTS ACT AND SEVEN ESSEN GUIDLINE REQUIREMENTS

EXTERIOR
1. ALL ROUTES TO COMPLY WITH ICC A117.1-2009 SECTION 703 AND APPENDIX E107.
2. SIGNAGE TO COMPLY WITH ICC A117.1-2009 SECTION 703 AND 216.8
3. SIGNAGE IS REQUIRED IN ROOMS OR SPACES THAT ARE ENTERED FOR INDIVIDUALS WITH DISABILITIES
4. ACCESSIBLE PASSENGER LOADING ZONES SHALL BE PROVIDED ADJACENT TO SPACES REQUIRED FOR INDIVIDUALS WITH DISABILITIES
5. INACCESSIBLE ENTRANCES SHALL HAVE DIRECTIONAL SIGNAGE TO INDICATE THE ROUTE TO THE NEAREST ACCESSIBLE ENTRANCE
6. INACCESSIBLE TOILET FACILITIES SHALL HAVE DIRECTIONAL SIGNAGE TO INDICATE THE ROUTE TO THE NEAREST ACCESSIBLE FACILITY
7. ACCESSIBLE PARKING SHALL COMPLY WITH ICC/ANSI A117.1-2009 AND THE FOLLOWING CRITERIA: A) THE DIAMETER OR WIDTH OF THE GRIPPING SURFACE SHALL BE 1 1/4" TO 1 1/2". B) THE GRIPPING SURFACE SHALL BE CONTINUOUS AT THE TOP AND BOTTOM
8. FACILITIES AND ELEMENTS REQUIRED TO BE ACCESSIBLE SHALL BE IDENTIFIED BY THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND SHALL CONFORM TO MEET THE REQUIREMENTS OF ICC/ANSI A117.1-2009. SEE FIGURE BELOW:

ICC/ANSI A117.1-2009 REQUIREMENTS FOR PRIVATELY OWNED MULTI-STORY HOUSING:

AT LEAST 20% OF UNITS SHALL BE "ADAPTABLE" TYPE. ALL UNITS IN ACCORDANCE WITH ILLINOIS ACCESSIBILITY CODE SECTION 210.3. THE REQUIRED UNITS SHALL BE DISTRIBUTED PROPORTIONALLY AMONG THE VARIOUS TYPES AND CLASSES OF UNITS

IN ACCORDANCE WITH ILLINOIS ACCESSIBILITY CODE SECTION 233.6, AN AUDIBLE AND VISUAL EMERGENCY WARNING SYSTEM SHALL BE INSTALLED. AUDIBLE APPLIANCES SHALL BE AVAILABLE AS NEEDED IN NOT LESS THAN 20% OF UNITS. PERMANENT, IN-UNIT EMERGENCY WARNING SYSTEMS SHALL BE VISIBLE FROM ALL ROOMS IN UNIT.

ALL UNITS MUST BE "TYPE B" DWELLING UNITS. PROJECT MUST COMPLY WITH THE FOLLOWING DESIGN REQUIREMENTS:

1. ALL UNITS TO COMPLY WITH A117.1-2009 FOR ALL TECHNICAL REQUIREMENTS.
2. CONNECTION AND PUBLIC USE SPACES ON ALL FLOORS (EXCEPTIONS) SHALL BE ACCESSIBLE.
3. AN ACCESSIBLE ROUTE SHALL BE PROVIDED FROM THE PUBLIC SIDEWALK, PUBLIC TRANSPORTATION STOPS, PARKING AREAS AND ACCESSIBLE ENTRANCE TO ACCESSIBLE ENTRANCE.
4. AT LEAST ONE ENTRANCE DOOR AND THE DWELLING UNIT FROM AN ACCESSIBLE ROUTE SHALL HAVE A MINIMUM CLEAR WIDTH OF 32".
5. ALL DOORS ALONG THE ACCESSIBLE ROUTE TO ACCESSIBLE ROUTE REQUIREMENTS OF ICC/ANSI A117.1 SHALL BE PROVIDED ON EACH LEVEL THROUGH ALL CORRIDORS TO ALL HABITABLE ROOMS.
6. ENTRANCE DOOR/WAY WITH A MINIMUM CLEAR WIDTH OF 31 3/4" SHALL BE PROVIDED TO ALL HABITABLE ROOMS AND TOILET ROOMS. THESE DOORS SHALL COMPLY WITH ICC/ANSI A117.1-2009 SECTION 404.2.3 AND PROVIDE THE MANEUVERING CLEARANCES REQUIRED. CLEARANCES IF THE DOOR SWING CAN BE REVERSED TO PROVIDE THE REQUIRED CLEARANCES WITHOUT REMOVING OR RELOCATING WALLS.

BATHS
1. AT LEAST ONE TOILET ROOM COMPLYING WITH THE TYPE A DWELLING UNIT REQUIREMENTS OF ICC/ANSI A117.1 WHICH CONTAINS A WATER CLOSET, LAVATORY, AND BATHING FACILITY SHALL PROVIDE:
   A. MIN. CLEAR FLOOR SPACE OF 60" x 84" AT WATER CLOSET
   B. MIN. CLEAR FLOOR SPACE OF 30" x 48" AT LAVATORY
   C. BATHING FACILITIES SHALL BE PROVIDED WHICH COMPLY WITH SECTION 608 WITH THE FOLLOWING EXCEPTIONS THAT PERMIT DYNAMIC SHEARING BETWEEN LAVATORY AND TUB/SHOWER CAN BE REMOVED WITHOUT REMOVAL OR REPLACEMENT OF THE LAVATORY
      (a) THE FLOOR FINISH EXTENDS UNDER THE CABINETRY, AND
      (b) THE WALL BEHIND AND SURROUNDING THE CABINETRY ARE FINISHED.
   D. MIRRORS SHALL HAVE THE FULL REFLECTING SURFACE 35" ABOVE AFF.
   E. MIN. CLEAR FLOOR SPACE OF 30" x 60" AT BATH TUB.
   F. MIN. CLEAR FLOOR SPACE OF 30" x 30" AT CENTER OF SHOWERS. TUBS AND HANDI-CUSTED FOR USER INSTALLATION OF GRAB BARS AS PER SECTION 2003.1.1.1(ICC ANSI A117.1, 2009)
   G. TYPE A UNITS OF THE WATER CLOSET SHALL BE 18" TO 19" INCHES (460 MM) MINIMUM AND MAXIMUM FROM THE WALL FINISHED SURFACE. SEE ANSI 308.1.1.1.2.1(2009)
2. ALL OTHER TOILET AND BATHING FACILITIES IN THE UNIT SHALL COMPLY WITH THE TYPE B DWELLING UNIT REQUIREMENTS OF ICC/ANSI A117.1

KITCHENS
1. ALL NEW ON KITCHEN COMPLYING WITH TYPE A DWELLING UNIT REQS SHALL PROVIDE:
   A. 40" MIN. CLEARANCE FOR GALLEY KITCHENS.
   B. 60" MIN. DIA. CLEARANCE FOR U-SHAPED KITCHENS.
   C. A CLEAR FLOOR SPACE AT REFRIGERATOR AND RANGE/OVEN SURFACE SET AT VARIABLE HEIGHTS BETWEEN 29" TO 34" AFF. CENTER SET AT A FIXED HEIGHT OF 34" AFF.
      (a) THE COUNTERTOP SHALL BE CONTINUOUS AT THE SAME HEIGHT BETWEEN THE RANGE/OVEN WORK SURFACE AREA. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER THE COUNTERTOP.
      (b) THE FINISHED FLOOR SHALL EXTEND UNDER THE COUNSED TO THE WALL.
      (c) COUNTER THICKNESS AND SUPPORTING STRUCTURE SHALL BE 2" MAX. OVER 5 LINEAR FEET OF COUNTER.
   D. A SINK SET AT VARIABLE HEIGHT BETWEEN 28" TO 34" AFF. OR SET AT A FIXED HEIGHT OF 34" AFF.
      (a) BASE CABINETS ARE PROVIDED UNDER SINK, THEY SHALL BE REMOVABLE, AND:
         i. A FLOOR FINISH EXTEND UNDER THE CABINETRY.
         ii. THE WALLS BEHIND AND SURROUNDING THE CABINETRY ARE FINISHED.
      (b) THE SINK BASE CABINET SHALL BE CONSTRUCTED WITH A 30" WIDE, OVER THE SEQUENCE CLEAR OPENING.
      (c) THE BOTTOM AND BACK PANEL SHALL CONSIST OF ABRASIVE SURFACE UNDER SINKS, HOT WATER PIPES AND DRAIN PIPES UNDER SINK SHALL BE INSULATED OR COVERED.
   E. BOTTOM SHELF IN WALL CABINETS AT 48" AFF.
   F. OVEN MUST BE SELF-CLEANING WITH CONTROLS ON THE FRONT PANEL.
   G. REFRIGERATOR/FREEZER SHALL BE FROST-FREE WITH FREEZER COMPARTMENT WITH 50% OF THE FREEZER SPACE BELOW 54" AFF. SEE SECTION 1000.12.3.4, 2009
2. UPPER CABINETS MUST BE 2(NINE)5 MAX. HEIGHT SHALL BE 48" A.F.F. TO THE TOP OF THE CABINET. SHELVES SHALL BE ADJUSTABLE. SHELVES SHALL BE 12" MIN. DEPTH. SEE ANSI 308.3.1 FOR ABOVE WORK COUNTERS. IN POWDER CLOSETS, THE LOWER CABINET SHALL BE 31" A.F.F.
3. BASE CABINETS SHALL BE 34" A.F.F. WITH 24" MIN. DEPTH. TOE SPACE SHALL BE 9" A.F.F. AT BOTTOM OF CABINET DOORS AS POSSIBLE. DOOR PULLS OR HANDLES FOR BASE CABINETS SHALL BE LOCATED NOT MORE THAN 48" A.F.F. AT THE TOP OF DRAWERS.
4. HEAT SWITCHES, THERMOSTATS, AND ELECTRICAL OUTLETS SHALL BE MOUNTED WITHIN REACH RANGES PER ICC/ANSI A117.1

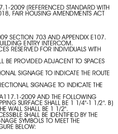
CONTROLS
1. ALL CONTROLS AND OPERATING MECHANISMS SHALL MEET COMPLIANCE WITH ICC A117.1-2009 SECTION 309 AND THE FOLLOWING:
   A. ALL CONTROLS AND OPERATING MECHANISMS TO BE PROVIDED WITH CLEAR FLOOR SPACE FOR FORWARD OR PARALLEL APPROACH OR FRONT/LATERAL APPROACH PER ICC A117.1-2009 SECTION 309.2
   B. ALL CONTROLS AND OPERATING MECHANISMS SHALL COMPLY WITH ICC A117.1-2009 SECTION 309.3 FOR OPERABLE PARTS. OPERABLE PARTS SHALL BE 15" MIN. AND 48" MAX. ABOVE AFF. AND SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST PER 309.4
   C. OPERABLE PARTS SHALL BE OPERABLE WITH LESS THAN 5 LBS OF FORCE FOR ACTIVATION FOR ALL CONTROLS AND OPERATING MECHANISM TO BE 15 INCHES OR INCHES PER ICC/A117.1-2009 CHAPTER 3, 308.

DOORS
1. ALL DOORS SHALL MEET COMPLIANCE WITH ICC A117.1-2009 404
2. ALL DOORS PROVIDED WITH MANEUVERING CLEARANCE IN ACCORDANCE WITH ICC A117.1-2009 SECTION 404.2.4
3. ALL NEW OR REPLACED DOORS TO HAVE LEVER-OPERATED HARDWARE OR EQUIVALENT PER ICC A117.1-2009 SECTION 404.2.7
4. ALL DOORS SHALL HAVE MINIMUM 32 INCHES CLEAR DOOR OPENING MEASURED FROM THE FACE OF THE DOOR WHEN OPEN 90 DEGREES TO THE DOOR STOP PER ICC A117.1-2009 SECTION 404.2.3
5. ALL NEW OR REPLACED INTERIOR DOORS TO HAVE A MAXIMUM 5 LBS FORCE TO OPEN PER ICC/A117.1-2009 CHAPTER 404.2.9 (ICC SECTION 404.2.9)
6. ALL PUBLIC AND COMMON AREA EXTERIOR DOORS TO HAVE MAXIMUM 8.5 LBS FORCE TO OPEN PER (ICC SECTION 404.2.9.02)

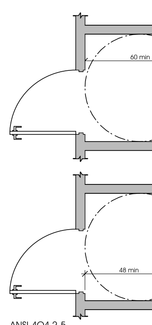
FLOORS
1. FLOOR SURFACE SHALL COMPLY WITH TO BE FIRM, STABLE AND SLIP-RESISTANT PER ICC A117.1-2009 SECTION 302.1 AND SHALL BE APPROVED FOR WASHER/DRYER AS PER
2. CARPET PILE THICKNESS NOT TO EXCEED ONE-HALF INCH (1/2 INCH) (ICC 4.5)
3. INT. WOOD THRESHOLD (1/2 BEVEL MAX) W/ ALUM EXT. TRANSITION THRESHOLD

MISCELLANEOUS
1. CLOSET CLOSET SHELF AND ROD MUST BE ADJUSTABLE
2. FLOOR SURFACE SHALL COMPLY WITH ICC A117.1-2009 SECTION 302.1 AND SHALL BE APPROVED FOR WASHER/DRYER AS PER SECTION 611.0909 AND HOUSE 611.3
3. ALL DOORS ALONG THE ACCESSIBLE ROUTE TO ALL WINDOWS WITH THE EXCEPTION OF BATHROOMS OR KITCHENS
4. ALL SWITCHES AND OUTLETS (EXCEPT MECHANICAL/WARMING SHALL BE BETWEEN 15"-48" A.F.F.
5. 54" MINIMUM BETWEEN OPPOSITE WALLS
6. ALL CIRCUIT BREAKERS WITH THE UNIT TO BE ON AN ACCESSIBLE ROUTE & BE WITHIN 15-48" A.F.F. TO HIGHEST POINT

FOLLOW ICC/ANSI A117.1 2009, AND IAC, LATEST EDITION, FOR ALL FURTHER TECHNICAL CRITERIA AND REQUIREMENTS.



ANSI 404.2.2
CLEAR WIDTH OF DOORWAYS
N.T.S. 17



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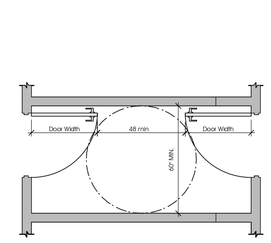

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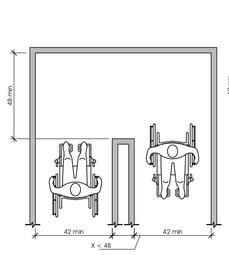
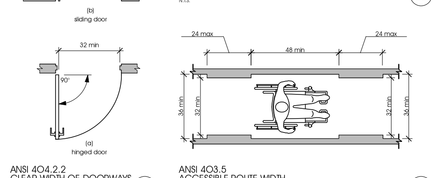


ANSI 603.5.1
CLEAR WIDTH AT TURN
N.T.S. 18

N.T.S. 12



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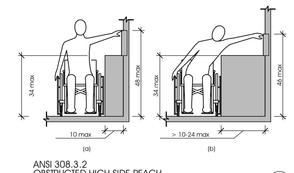

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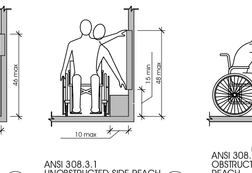

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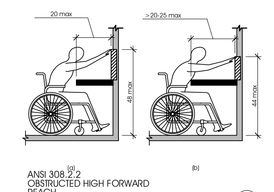

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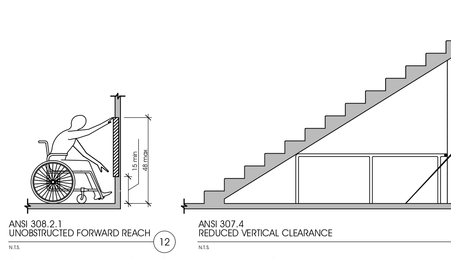

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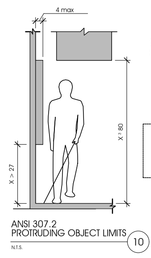

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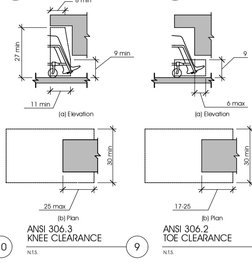

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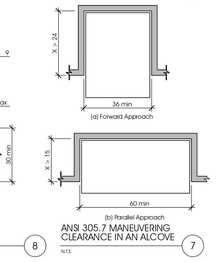

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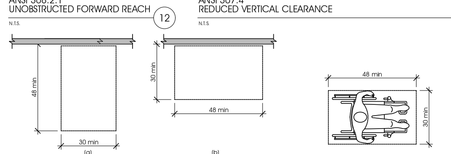

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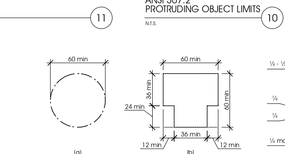

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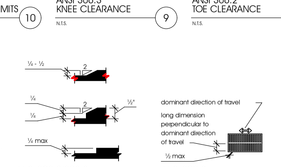

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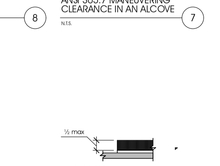
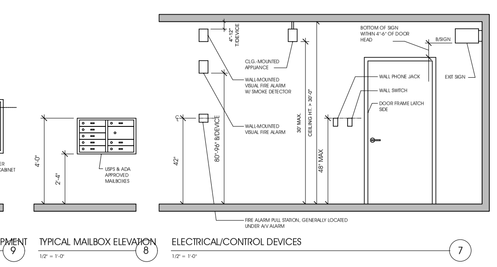
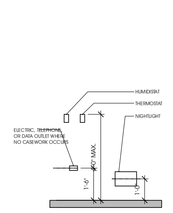


N.T.S. 2

ANSI 302.2
CARPET ON FLOOR SURFACES
N.T.S. 1



TYPE "B" UNIT EXTERIOR DOOR THRESHOLD 21
TYPE "A" UNIT EXTERIOR DOOR THRESHOLD 22
TYPICAL EXTERIOR DOOR THRESHOLD 10
FIRE PROTECTION EQUIPMENT 9
TYPICAL MAILBOX ELEVATION 8
ELECTRICAL/CONTROL DEVICES 7



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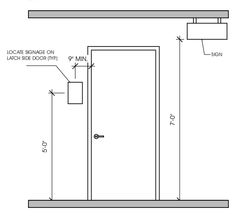

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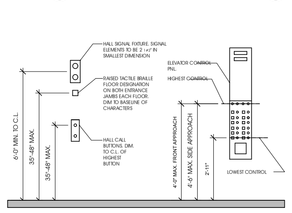

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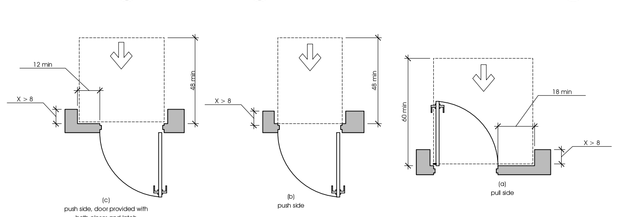

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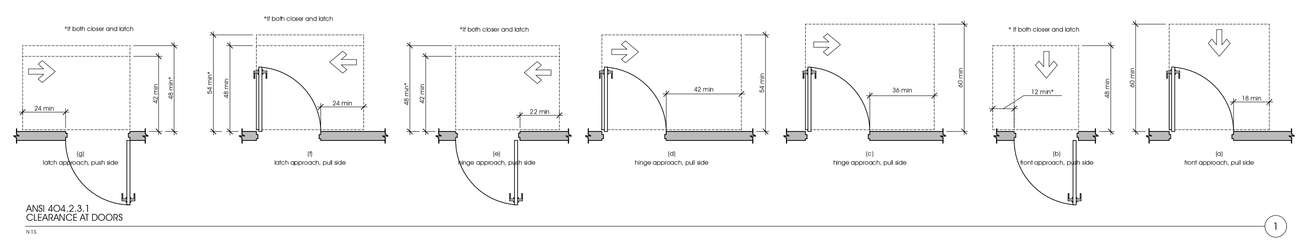

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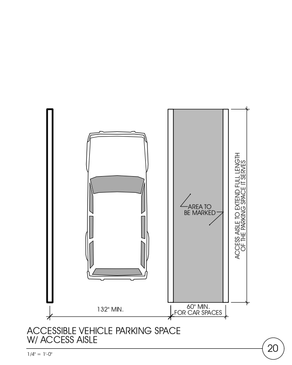

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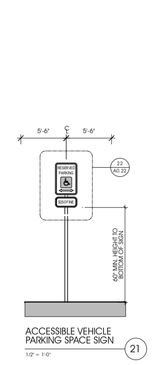

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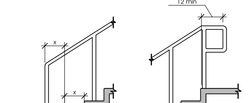
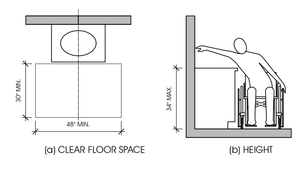


PUBLIC SPACE / ACCESSIBLE ROUTE STAIR & RAMP DETAILS
N.T.S. 1



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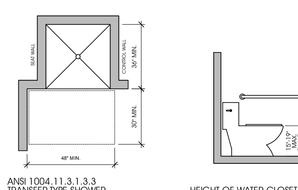

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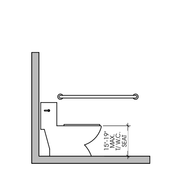
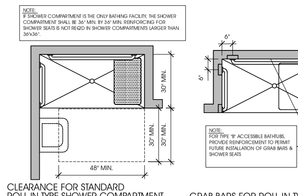


1/2" = 1'-0" BACK WALL 11



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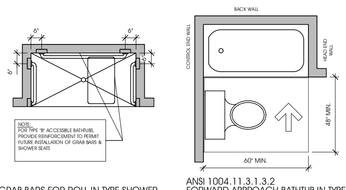

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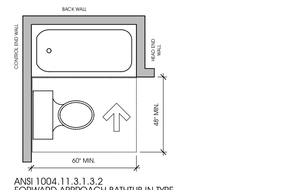

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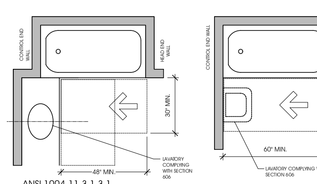

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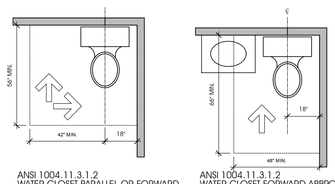

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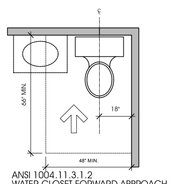

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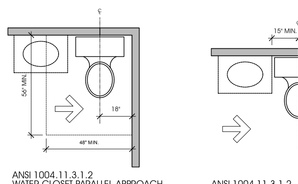

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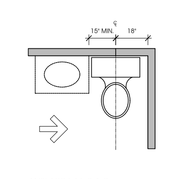

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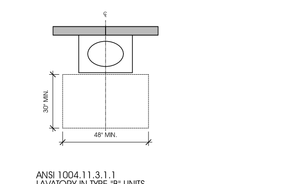


N.T.S. 2

N.T.S. 16

N.T.S. 15

1/2" = 1'-0" 14

21

N.T.S. 14

1/2" = 1'-0" 20

N.T.S. 19

N.T.S. 18

N.T.S. 17

1/2" = 1'-0" 13

1/2" = 1'-0" 12

1/2" = 1'-0" 11

N.T.S. 10

N.T.S. 9

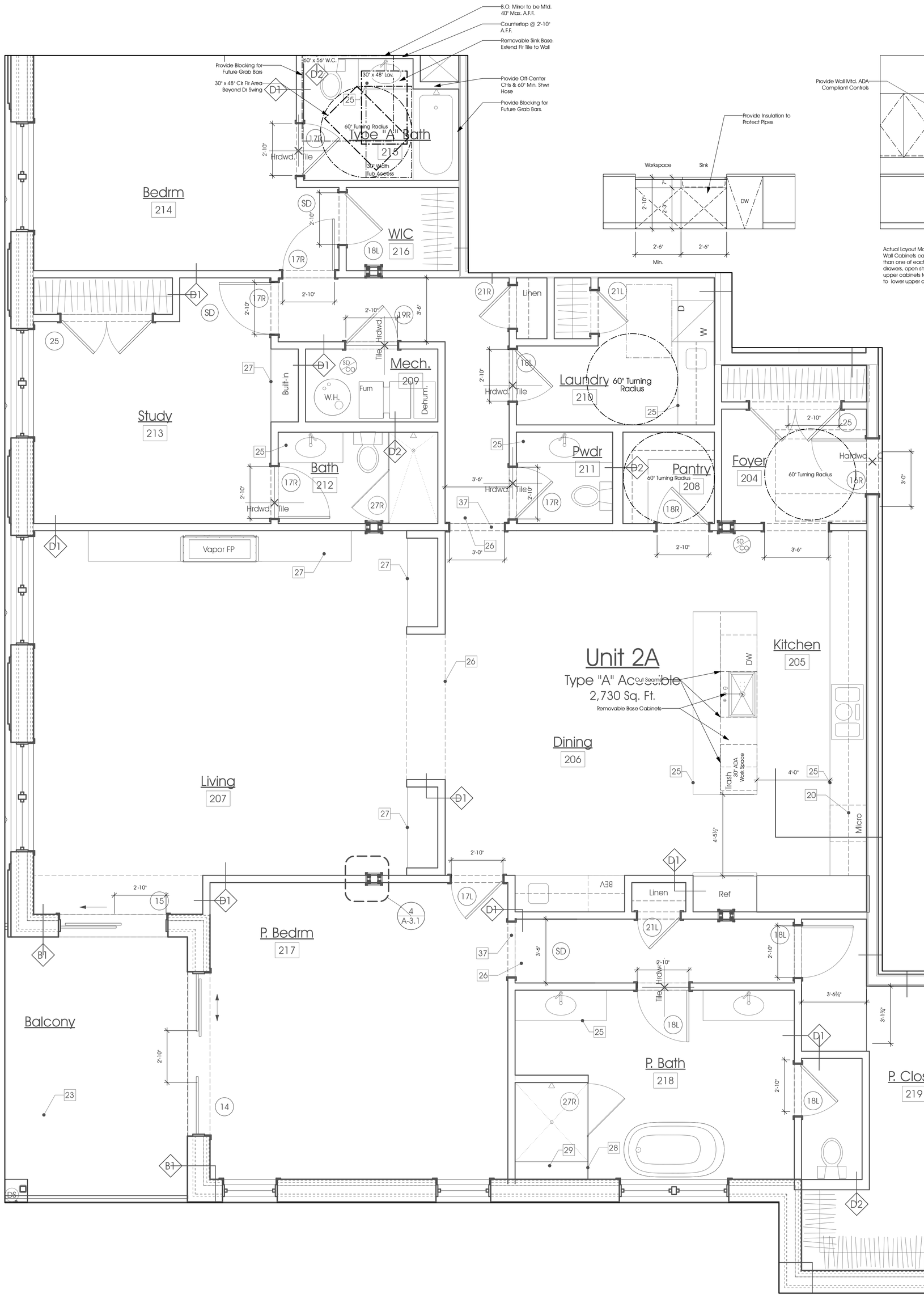
N.T.S. 8

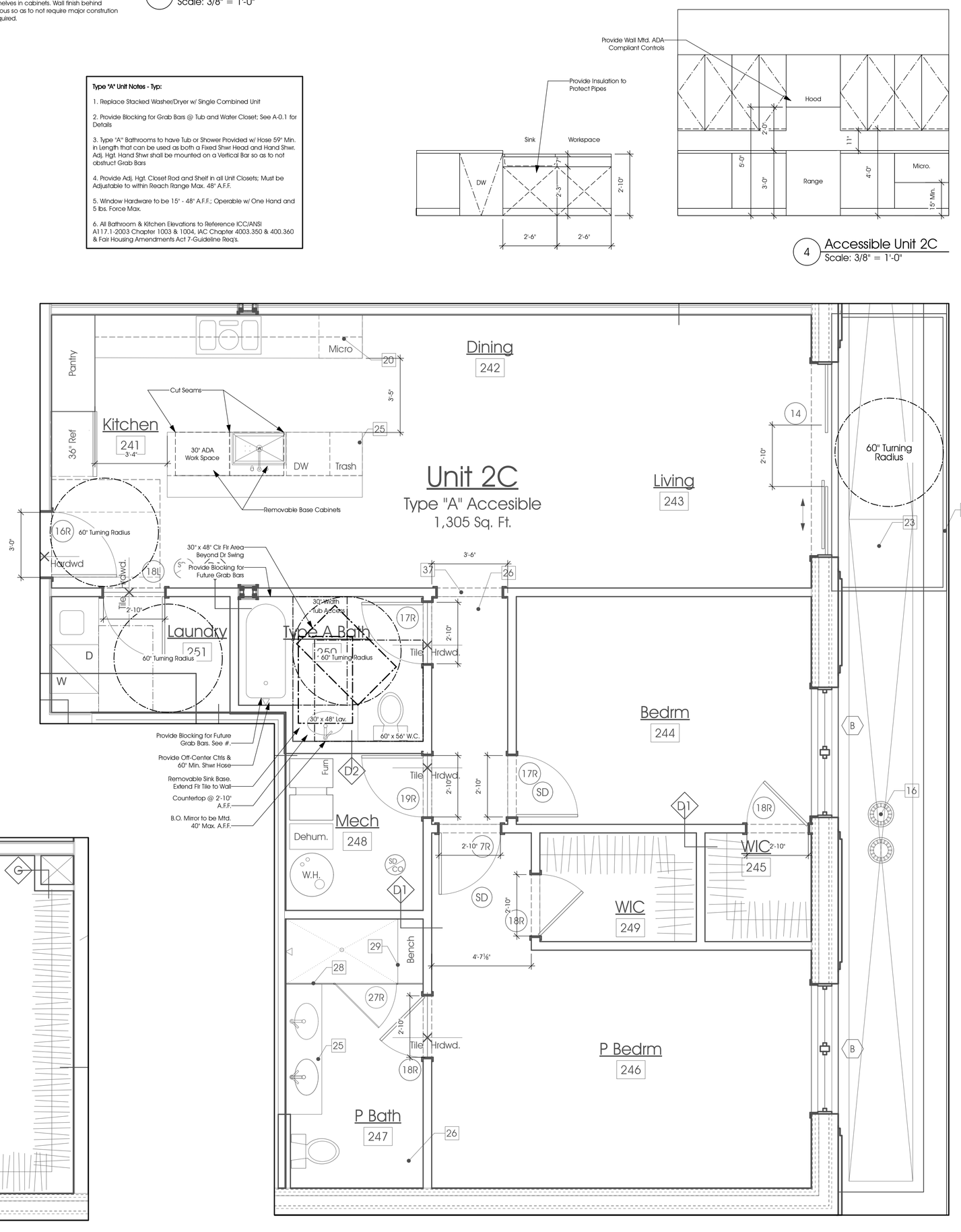
1/2" = 1'-0" 7

1/2" = 1'-0" 6

1/2" = 1'-0" 5

N.T.S. 4





City Stamp: City of Highland Park

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Consultant

Consultant

Multi-Family Building for

Platinum Homes of Chicago

734 Central Ave
Highland Park, IL

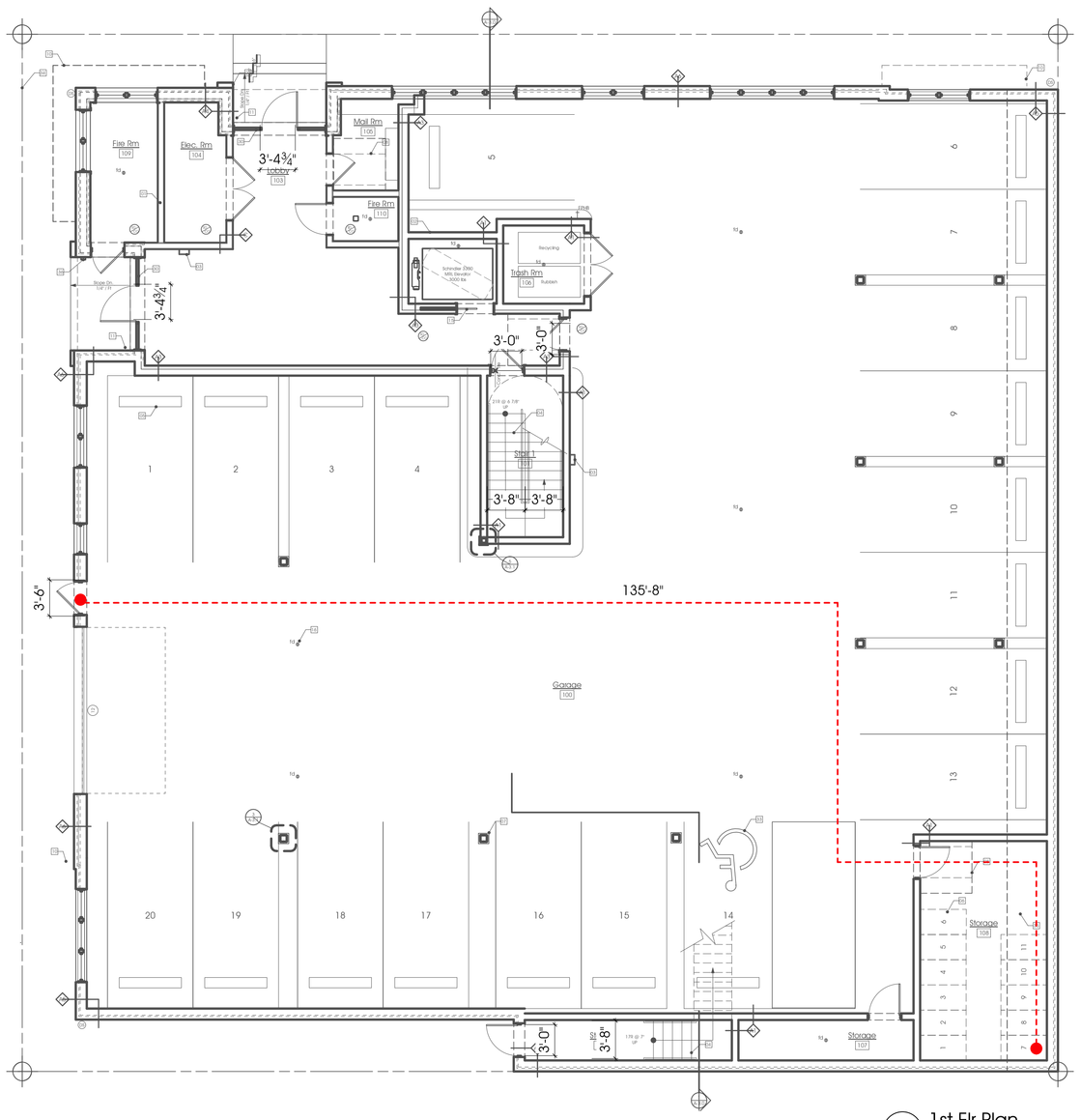
Accessibile Unit Plans

Print Date:
Nov. 14, 2025

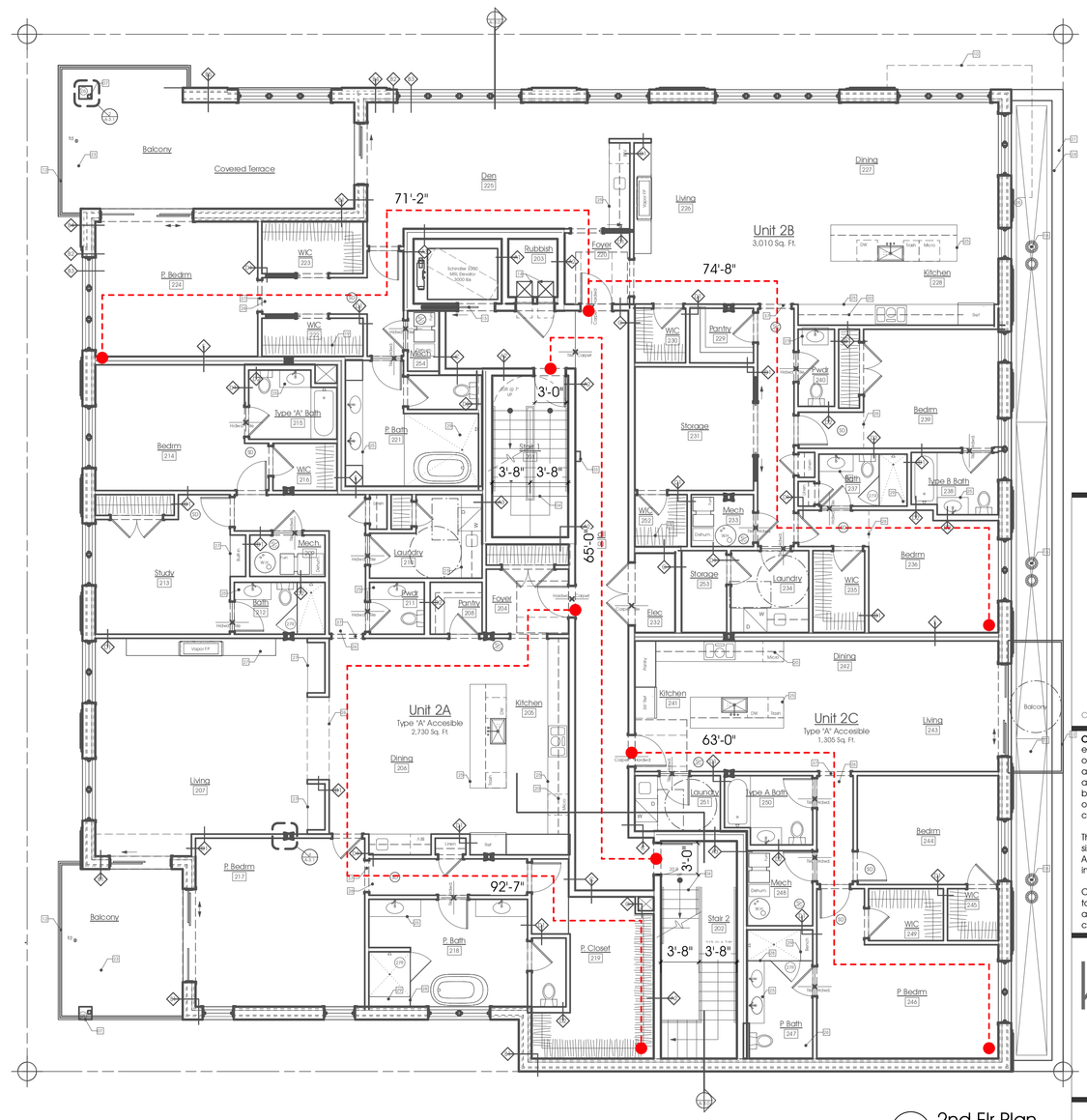
Date	No.	Revision/Issue
11/14/25	1	90% Review Set

SHEET
A-0.2

Page 283 of 510



5 1st Flr Plan
Scale: 1/8" = 1'-0"



4 2nd Flr Plan
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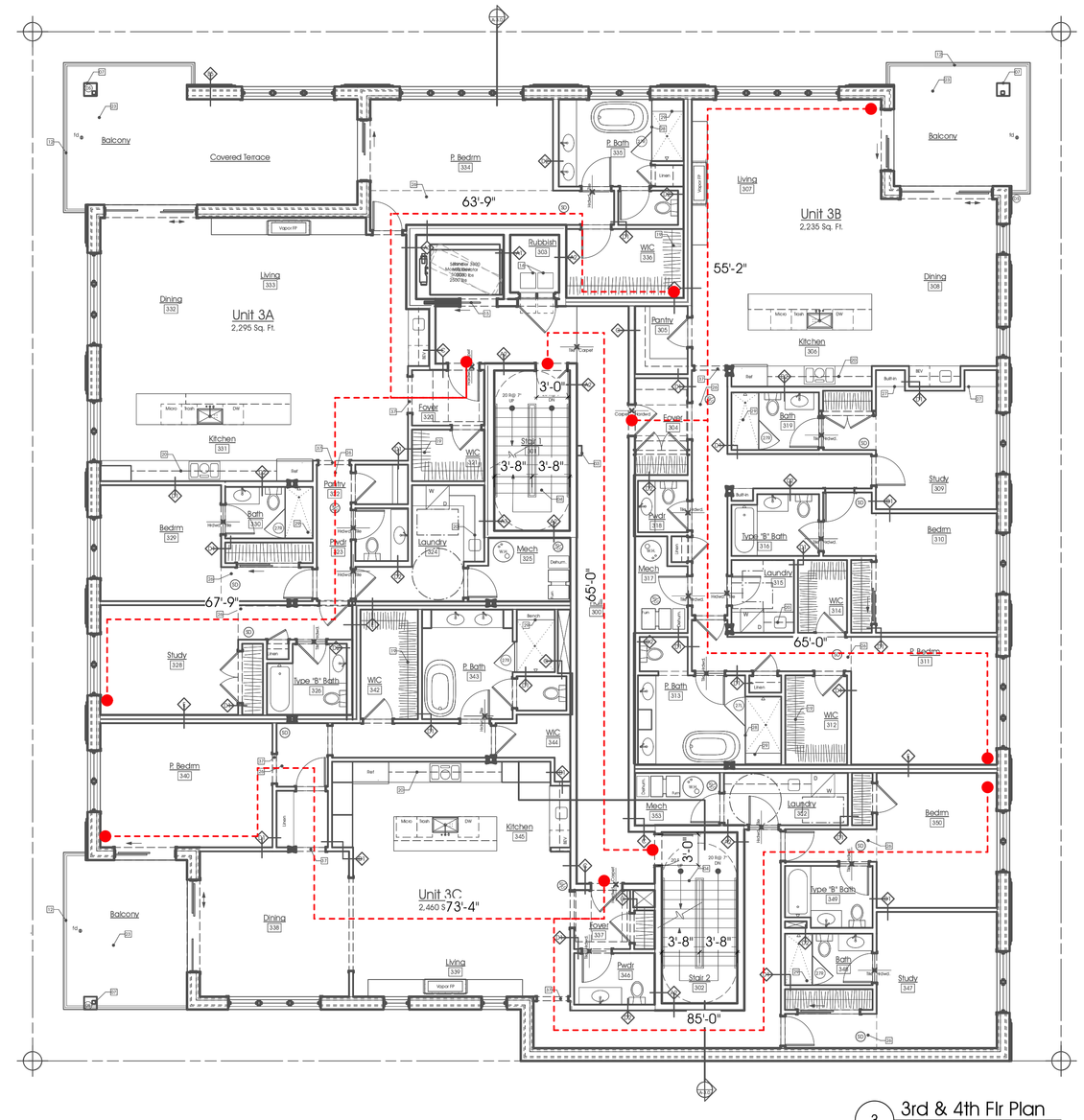
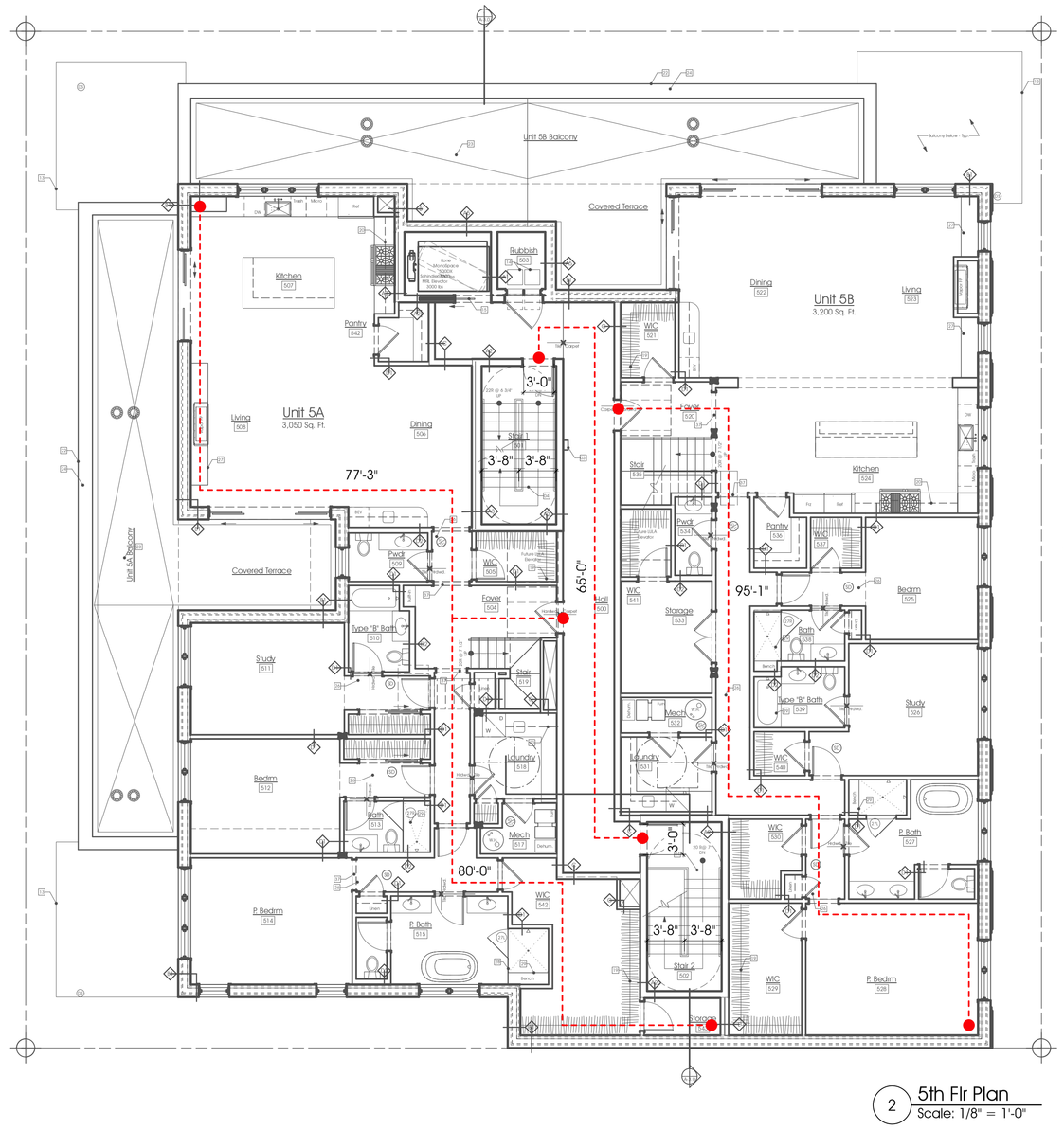
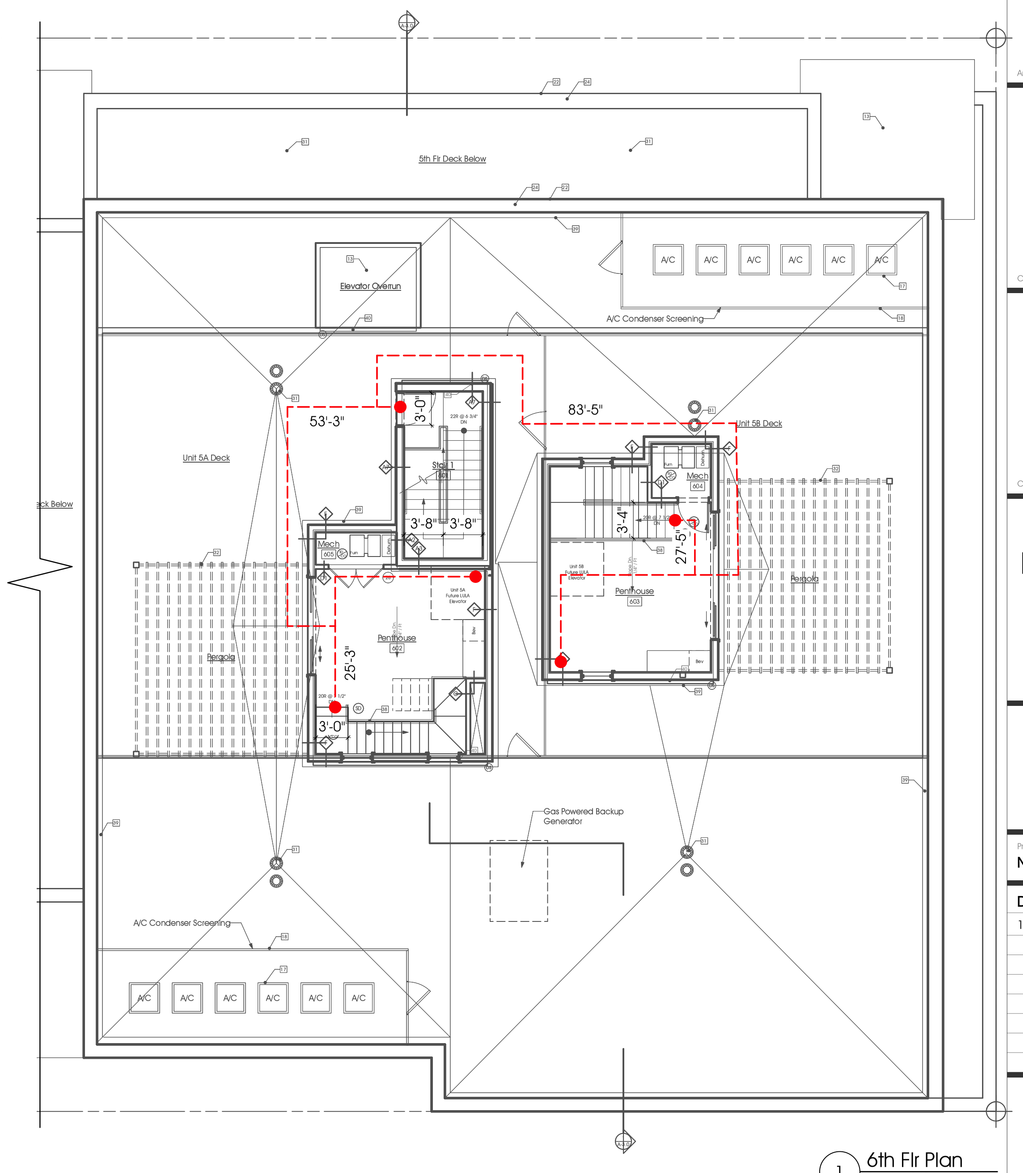


3 3rd & 4th Flr Plan
Scale: 1/8" = 1'-0"



2 5th Flr Plan
Scale: 1/8" = 1'-0"



1 6th Flr Plan
Scale: 1/8" = 1'-0"

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Architects Stamp

Consultant

Consultant

Multi-Family Building for

Platinum Homes of Chicago

734 Central Ave
Highland Park, IL

Egress Diagrams

Print Date
Nov. 14, 2025

Date	No.	Revision/Issue
11/14/25	1	90% Review Set

SHEET
A-0.3

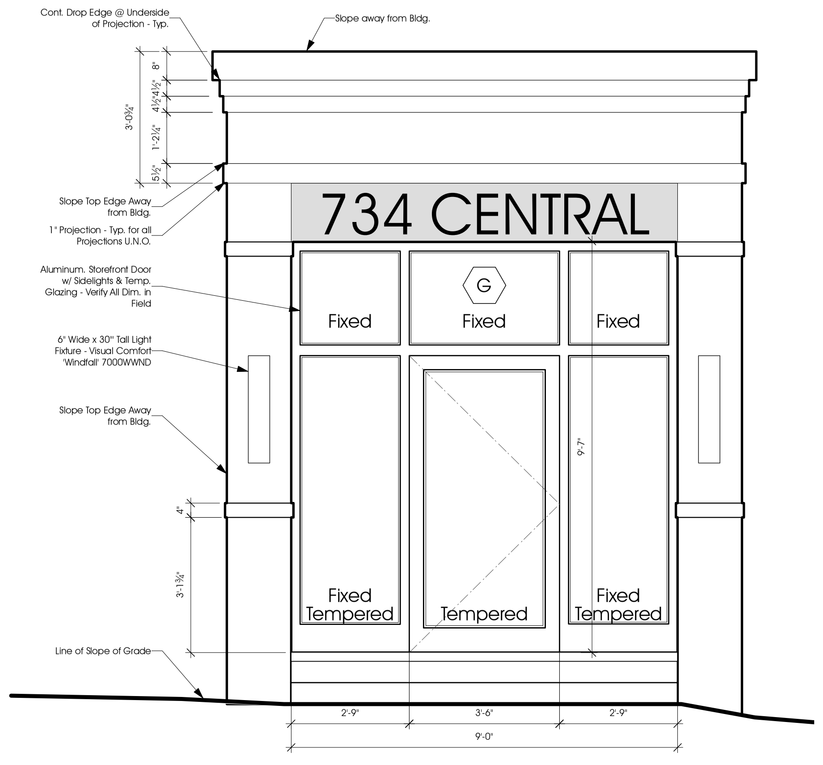
Plan Key Notes

01 Stud Partition/ Demising Wall - Refer Wall Types A3.1
02 CMU Partition Wall - Refer to Wall Types A3.1
03 Fire Extinguisher Cabinet - 1 Hr Rated
04 Non Combustible Mtl. Stairs - 11'-1" & 1'-Nosing Min., Stair Hgt. Per Plan, w/ 36" Handrails, 42" High Guardrails (Pickets 4" O.C. Max) - To Resist Simultaneous Vert. & Horiz Thrust of 50 PLF Load or 200# Concentrated Load at Top Rail, Whichever is greater - Refer to Bldg. Section
05 Conc. Parking Stop
06 Locked Storage Units - Provided by Owner
07 Fire Rated Sft. Column - Refer to Structural Dwg.
08 ADA Clearances
09 Cont. Stone Base - Refer to Elev.
10 Balcony Above
11 Provide 2 Way Com. System Complying w/ 14B-1009.8.1/14B-1009.8.2 & shall include both audible & Visible Signals - Provide Use Directions for the 2 Way Com. System Posted on the Wall Adjacent to the System Signage to Comply w/ 703.5 for Visual Characters Per 2009 ICC A117.1 14 Low Voltage/Phone Equip. Mounted to Plywd. - Refer to Elec. Dwg.
12 42" High Laminated Glass Guardrails that Resist a Simultaneous Vert. & Horiz. Thrust of 50 PLF load or 200# Concentrated load at top rail, whichever is greater
13 Class 'A' Roofing Membrain w/ Mtl. Drip Edge - Refer to Section
14 24" Dia., 16 Ga Aluminized Trash Chute W/ 15"X18" Self Latching, Self Closing 90 Min Rated S.s.bottom Hinged Door W/ 165 Deg (F)sprinkler Head, 3/4" Flushing Spray Head And All Related Support Brackets, Bottom Discharge To Be Accordion Damper Type Offset Into Room.
15 Schindler 3300mrl, 2500# 150 Fpm, S.s. 1 1/2 Hour Rated 'b' Label Door, Alum Threshold, Satin Stainless Steel Cab Ceiling W/ 6 Led Cans, G.c To Verify All Elevator Requirements - Hoistway And Pit Size, Overun Height, Heater Vents, Openings, Etc. Elevator To Comply With Icc/a117-2009 Chapter 4.407 And Comply With Emergency And Operation Signal Device Requirements Of Asme A17.1/csda B44 Section 2.27. Provide Stand By Power Complying With Code
16 Floor Drain, Cleanouts - Refer to Plumbing Sheets
17 Condensers On Level Pads w/ Sound Isolators - Refer to Mech. Sheets
18 Non-combustible A/C Unit Screening w/ Access Dr. - Cascade Roof Top Screen - Max. Hgt. to Match Parapet
19 Rod & Shelf
20 Line Upper Cabinets Provide Blocking In Wall
21 4" Thk. Limestone Sill - Slope to Exterior, Project Out 1" Past Bldg. - Provide Integral Drip Edge - Color per Arch.
22 8" Thk. Limestone Sill - Slope to Exterior, Project Out 1" Past Bldg. - Provide Integral Drip Edge - Refer to Elev.
23 24" Pedestal Paver System
24 Parapet Wall To Act As Deck Guardrail
25 1 1/2" Solid Surface Counter
26 1 Hr Gypsum Board Drop Ceiling - A.F.F. per Plan Built In
27 Frameless Temp Glass Shower Enclosure
28 Tile Shower Enclosure Walls & Flr. w/ Bench per Plans
29 Aluminum. Storefront Door w/ Sidelights & Temp. Glazing
30 Combo Low Silhouette Roof Drain With Overflow w/ Strainer - Refer to Plumbing
31 Non-combustible Steel Pergola
32 Handicapped Parking w/ Sign Centered On Parking Spaces, 6'-0" A.f.f.
33 Property Line - Typ.
34 Dero 'Track Rack' Wall Mtd. Bike Storage System - 8ft (13 Bike Capacity)
35 Highland Park read 'knox Box' 3200 Series with a Hinged Door (black)
36 2'-10" Min. Cased Opening
37 36" Tall Handrail w/ 4" Max. Opngs
38 Cont. Cant Strip - Typ.
39 Prefinished Alum. Gutter & Downspout
40

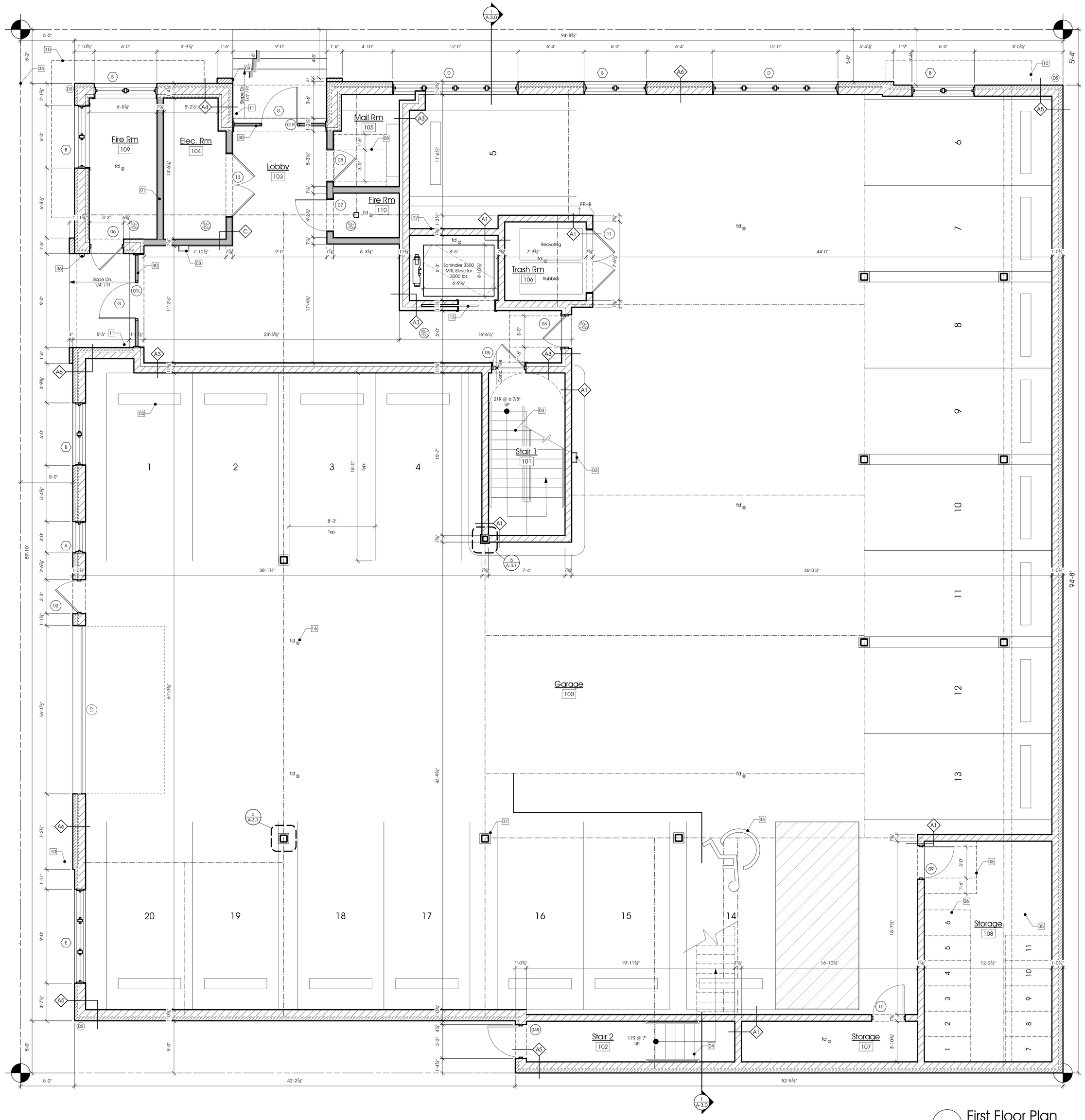
Window Schedule

NOTE: 0.27 U-value min; All Windows to be Energy Star Rated
NOTE: Obscure Glass @ 1st Flr
NOTE: All windows to be low 'E'
NOTE: SDL Muntins as noted - Ref Elev.

MARK	R.O. - W x H	TYPE	FRAME	GLAZING	MANUF.	CAT. NO.	REMARKS
A	3'0" x 6'0"	Casement	Wd. Clad Alum.	Double Glazed	Weather Shield	---	Ref Elev
B	6'0" x 6'0"	Casement	Wd. Clad Alum.	Double Glazed	Weather Shield	---	(2) Units, Ref Elev
C	9'0" x 6'0"	Casement	Wd. Clad Alum.	Double Glazed	Weather Shield	---	(3) Units, Ref Elev
D	12'0" x 6'0"	Casement	Wd. Clad Alum.	Double Glazed	Weather Shield	---	(4) Units, Ref Elev
E	9'0" x 4'2"	Fixed	Wd. Clad Alum.	Double Glazed	Weather Shield	---	(3) Units, Ref Elev
F	3'0" x 4'2"	Casement	Wd. Clad Alum.	Double Glazed	Weather Shield	---	
G	9'0" x 9'7"	Fixed	Alum. Clad Wd.	Double Glazed	Storefront		Central Entry, Ref Elev
H	2'6" x 6'0"	Casement	Wd. Clad Alum.	Double Glazed	Weather Shield	---	w/ Spandrel Panel
I	9'0" x 4'2"	Casement	Wd. Clad Alum.	Double Glazed	Weather Shield	---	(3) Units, Ref Elev
J	3'0" x 6'0"	Casement	Wd. Clad Alum.	Double Glazed	Weather Shield	---	w/ Bottom Spandrel Panel
K	6'0" x 6'0"	Casement	Wd. Clad Alum.	Double Glazed	Weather Shield	---	w/ Bottom Spandrel Panel



2 Entrance Detail
Scale: 1/2" = 1'-0"



1 First Floor Plan
Scale: 1/4" = 1'-0"

Legend

New Partition and/or Wall Refer to Wall Types

New Insulated Wall. Refer to Wall Types

City Stamp: City of Highland Park

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Architects Stamp

Consultant

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Multi-Family Building for

Platinum Homes of Chicago

734 Central Ave
Highland Park, IL

First Floor Plan

Print Date: Nov. 14, 2025

Date	No.	Revision/Issue
11/14/25	1	90% Review Set

SHEET
A-1.1

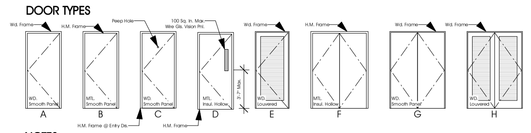
NOTE: Door & Hardware Finish by Developer

NOTE: Windows on 1st Flr to be Obscure Glass

Door Schedule

MARK	TYPE	MATERIAL	OPERATION	WIDTH	HGT.	THK.	SWING	HDW.	LABEL	REMARKS
01L	Ref Elev	Tempered Glass	Swing Simple	9'0"	7'0"	Per Mfr.	LH	1		Storefront System
01R	Ref Elev	Tempered Glass	Swing Simple	9'0"	7'0"	Per Mfr.	RH	1		Storefront System
02	D	H.M. Masonry	Swing Simple	3'0"	7'0"	1 3/4"	LH	2	45 Min.	Ext. Garage Entry
03	D	H.M. Masonry	Swing Simple	3'0"	7'0"	1 3/4"	RH	5	180 Min.	Int. Garage Entry
04L	D	H.M. Masonry	Swing Simple	3'0"	7'0"	1 3/4"	LH	6	45 Min.	Ext Egress Stair
04R	D	H.M. Masonry	Swing Simple	3'0"	7'0"	1 3/4"	RH	2	45 Min.	Ext Egress Stair
05	D	H.M. Masonry	Swing Simple	3'0"	7'0"	1 3/4"	RH	10	90 Min.	Egress Stair
06	B	H.M. Masonry	Swing Simple	3'0"	7'0"	1 3/4"	RH	4	45 Min.	Ext. Fire Rm
07	B	H.M. Masonry	Swing Simple	3'0"	7'0"	1 3/4"	RH	4	90 Min.	Int. Fire Rm
08	B	S.C. Panel	Swing Simple	3'0"	7'0"	1 3/4"	RH	8	45 Min.	Mail Rm.
09	B	H.M. Masonry	Swing Simple	3'0"	7'0"	1 3/4"	LH	8	90 Min.	Res Storage Rm
10	B	H.M. Masonry	Swing Simple	3'0"	7'0"	1 3/4"	RH	7	90 Min.	Storage Rm
11	F	S.C. Panel	Swing Bi-part	6'0"	7'0"	1 3/4"	Bi-Part	3	180 Min.	Trash Rm.
12	-	S.C. Panel	Overhead	16'0"	8'0"	Per Mfr.	Overhead	Per Mfr.		Garage
13	F	S.C. Panel	Swing Bi-part	6'0"	7'0"	1 3/4"	Bi-Part	7	90 Min.	Int. Elec. Rm
14	-	Tempered Glass	Slider	9'0"	8'0"	Per Mfr.	Slider	Per Mfr.		
15	-	Tempered Glass	Slider	6'0"	8'0"	Per Mfr.	Slider	Per Mfr.		
16L	C	S.C. Panel	Swing Simple	3'0"	7'0"	1 3/4"	LH	9	45 Min.	Unit Entry
16R	C	S.C. Panel	Swing Simple	3'0"	7'0"	1 3/4"	RH	9	45 Min.	Unit Entry
17L	A	S.C. Panel	Swing Simple	2'10"	7'0"	1 3/4"	LH	11		
17R	A	S.C. Panel	Swing Simple	2'10"	7'0"	1 3/4"	RH	11		
18L	A	S.C. Panel	Swing Simple	2'10"	7'0"	1 3/4"	LH	12		
18R	A	S.C. Panel	Swing Simple	2'10"	7'0"	1 3/4"	RH	12		
19L	E	S.C. Panel	Swing Simple	2'10"	7'0"	1 3/4"	LH	12		Louvered
19R	E	S.C. Panel	Swing Simple	2'10"	7'0"	1 3/4"	RH	12		Louvered
20	B	H.M. Stud	Swing Simple	3'8"	7'0"	1 3/4"	RH	10	45 Min.	Rubbish Rm
21L	A	S.C. Panel	Swing Simple	2'4"	7'0"	1 3/4"	LH	12		
21R	A	S.C. Panel	Swing Simple	2'4"	7'0"	1 3/4"	RH	12		
22L	A	S.C. Panel	Swing Simple	2'0"	7'0"	1 3/4"	LH	12		
22R	A	S.C. Panel	Swing Simple	2'0"	7'0"	1 3/4"	RH	12		
23	-	S.C. Panel	Pocket Simple	3'0"	7'0"	1 3/4"	-	Pocket		
24	-	S.C. Panel	Slider	6'0"	7'0"	1 3/4"	-	13		
25	G	S.C. Panel	Swing Bi-part	5'0"	7'0"	1 3/4"	Bi-Part	14		
26	-	S.C. Panel	Pocket Bi-part	5'0"	7'0"	1 3/4"	Bi-Part	Pocket		
27L	-	Glass Shower	Swing Simple	2'10"	7'0"	1/2"	LH	Per Mfr.		Tempered
27R	-	Glass Shower	Swing Simple	2'10"	7'0"	1/2"	RH	Per Mfr.		Tempered
28	H	S.C. Panel	Swing Bi-part	5'0"	7'0"	1 3/4"	Bi-Part	14		Louvered
30	-	Tempered Glass	Slider	12'0"	8'0"	Per Mfr.	Slider	Per Mfr.		
31	-	Pref. Alum.	Swing Simple	3'6"	3'6"	1 3/4"	-	Per Mfr.		A/C Screening Gate

DOOR TYPES

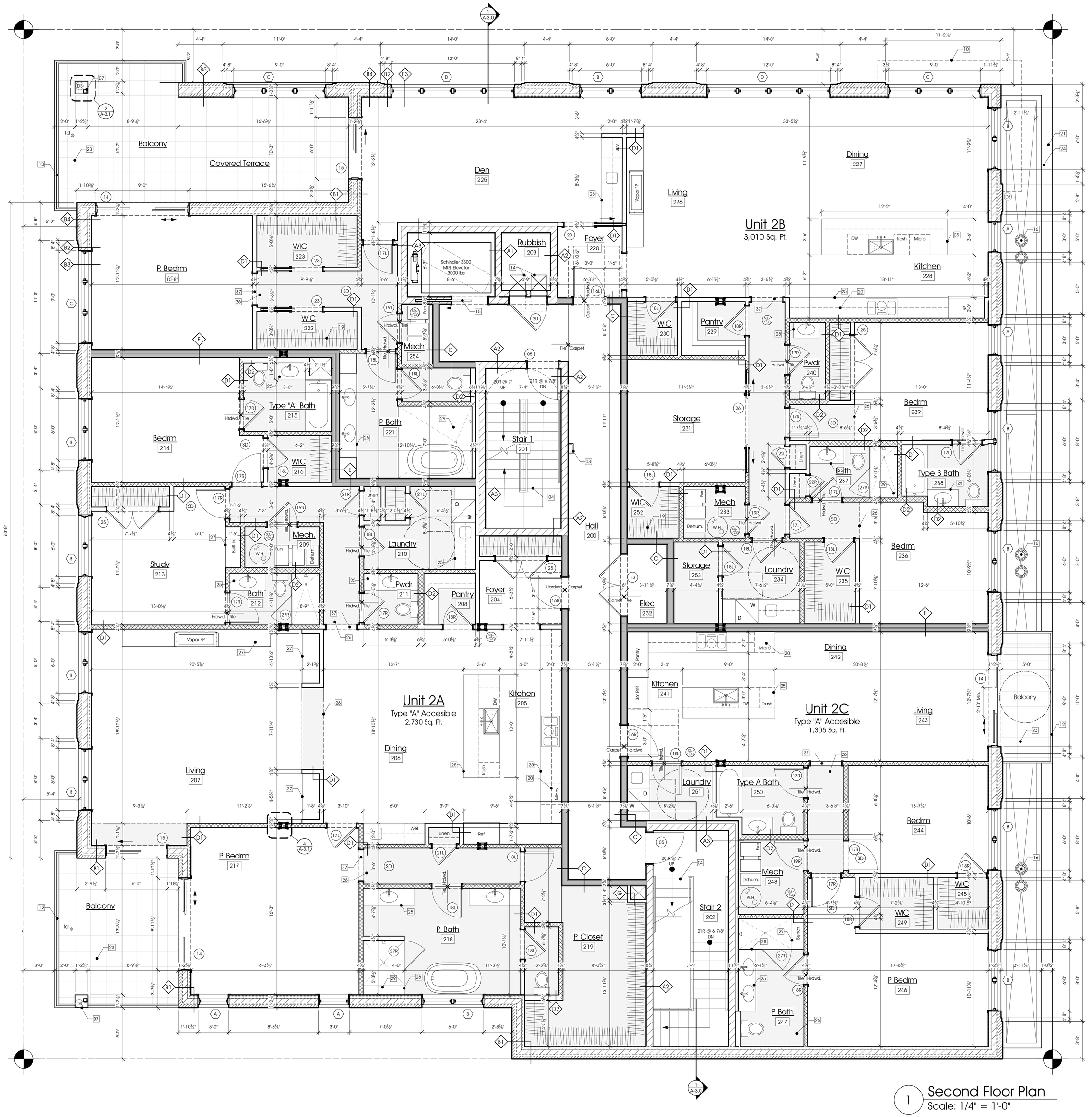


NOTES:
1. All Door Hardware Finish to be Verified w/ Developer
2. All Int. Dr. Styles (Smooth Panel) to be Verified w/ Developer
3. All Int. Drs. to be Painted to be Verified w/ Developer
4. All Non-Prefinished Ext. Drs. to be Painted on the Ext. Face w/ a Durable Ext. Grade Paint - Color to Match Windows
5. All Exit Drs. to be Keyless from the Side of Egress
6. All Fire Rated Label Mfr. Dr. Frames to be CECO SU Series Welded Steel Frame
7. Provide Overhead Dr. Operator to be Controlled by Level Card Reader

NOTE: Door & Hardware Finish by Developer

Door Hardware Schedule

SET	HARDWARE TYPE	MFR	MODEL NO.	REMARKS
1	(3) Hinges 4 1/2" x 4 1/2" Ball Brg.			
	(1) Mortised Deadlatch Lock	Adams Rite		Mortised
	(1) Electric Strike Tied to Reader	Adams Rite		Surface Mount Elec. Strike Controlled by Latch Key Reader
	(1) Ext. Mortised Cylinder	Schlage	30-007	Interchangeable Cylinder Core 23-030 LFIC
	(1) Exit Paddle	Adams Rite	4591	
	(1) Pull Bar	Kawneer	CO-12	
	(1) Closer	Corbin Russwin	DC3210	
	(1) Treshold - HDCP Accessible			
	(1) Weatherstripping & Sweep			
2	(3) Hinges 4 1/2" x 4 1/2" Ball Brg.			
	(1) Mortised Deadlatch Lock	Adams Rite		Mortised
	(1) Electric Strike Tied to Reader	Adams Rite		Surface Mount Elec. Strike Controlled by Latch Key Reader
	(1) Ext. Mortised Cylinder	Schlage	30-007	Interchangeable Cylinder Core 23-030 LFIC
	(1) Panic Bar	Adams Rite	8400 Series	
	(1) Pull Bar	Kawneer	CO-12	
	(1) Closer	Corbin Russwin	DC3210	
3	Passage-Dbl Dr Cont. Gear Hinge			
	(2) Push Plate - 4" x 16"	Ives	8302-8	
	(2) Push Plate - 4" x 16" w/ Round Pull	Ives	8200	
	Removable Astragal			
	(4) Heavy Duty Bumper Guards	Bommer	175-32-600	10" High x 32" Long Both faces of Doors
	(2) Closers	Corbin Russwin	DC3200	Hold Open Function
4	Storeroom Lockset (Lever)	Schlage	AL-80	Interchangeable Cylinder Core 23-030 LFIC / Knurled Lever
	(1) Electric Strike Tied to Reader	Adams Rite		Recessed Electric Strike Controlled by Latch Key Reader
	(3) Hinges 4 1/2" x 4 1/2"			
	(1) Closer	Corbin Russwin	DC3200	
	(1) Wall Stop			
	(1) ADA Threshold / Door Sweep			6th Flr Only
5	Passage Lockset (Lever)	Schlage	AL-10	
	(1) Electric Strike Tied to Reader	Adams Rite		
	(3) Hinges 4 1/2" x 4 1/2"			
	(1) Closer	Corbin Russwin	DC3200	
	(1) Wall Stop			
6	Exit Lockset (Lever)	Schlage	AL-10	
	(3) Hinges 4 1/2" x 4 1/2" Ball Brg.			
	(1) Mortised Deadlatch Lock	Adams Rite		Mortised
	(1) Electric Strike Tied to Reader	Adams Rite		Surface Mount Elec. Strike Controlled by Latch Key Reader
	(1) Ext. Mortised Cylinder	Schlage	30-007	Interchangeable Cylinder Core 23-030 LFIC
	(1) Panic Bar	Adams Rite	8400 Series	
	(1) Closer	Corbin Russwin	DC3210	
7	Storeroom Lockset Double Door			
	(6) Hinges 4 1/2" x 4 1/2"			
	(1) Constant Latching Bolt	Ives	FB51P	
	(1) Dust Proof Strike	Ives	DP2	
	Storeroom Lockset (Lever)	Schlage	AL-80	Interchangeable Cylinder Core 23-030 LFIC
	(1) Coordinator	Ives	COR X FL X MB	
	(2) Closers	Corbin Russwin	DC3200	
	(2) Kick Plates	Ives	8400-10"x29"	
	(1) Gasketing Set	Zero	188SBK PSA	
	(2) Door Sweeps	Zero	39BK	
	(1) Astragal	Zero	41AA	
	(1) Astragal	Zero	655BK-226	
8	Storeroom Lockset (Lever)	Schlage	AL-80	Interchangeable Cylinder Core 23-030 LFIC
	(1) Electric Strike Tied to Reader	Adams Rite		Recessed Electric Strike Controlled by Latch Key Reader
	(3) Hinges 4 1/2" x 4 1/2"			
	(1) Closer	Corbin Russwin	DC3200	
	(1) Wall Stop			
9	Privacy Deadbolt Latch (Lever)	Latch	Mortise - Deadbolt	Interchangeable Cylinder Core 23-030 LFIC
	(3) Hinges 4 1/2" x 4 1/2"			
	(1) Hinge Pin Closer			
	(1) Heavy Duty Hinge Pin Stop			
	(1) Door Viewer			1/2" Bore, 180 Deg. Viewer Mtd. 48" A.F.F.
10	Passage Set (Lever)	Schlage	AL-10	Interchangeable Cylinder Core 23-030 LFIC
	(3) Hinges 4 1/2" x 4 1/2"			
	(1) Closer	Corbin Russwin	DC3200	
11	Privacy Set (Lever)	Schlage	AL-40	
	(3) Hinges 4 1/2" x 4 1/2"			
	(1) Hinge Pin Stop			
12	Passage Set (Lever)	Schlage	AL-10	
	(3) Hinges 4 1/2" x 4 1/2"			
	(1) Hinge Pin Stop			
13	Bypass Track Sliding Door System	Hager		
	Dbl Box Track			
	4-Wheel Hanger w/ Top Mtd. Pl. Dr. Guide			
14	Dummy Trim-Dbl Door	Schlage	AL-170	
	(2) Double Ball Catch System			



1 Second Floor Plan
Scale: 1/4" = 1'-0"

Legend

New Partition and/or Wall Refer to Wall Types

New Insulated Wall. Refer to Wall Types

City Stamp: City of Highland Park

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Multi-Family Building for

Platinum Homes of Chicago

734 Central Ave
Highland Park, IL

Second Floor Plan

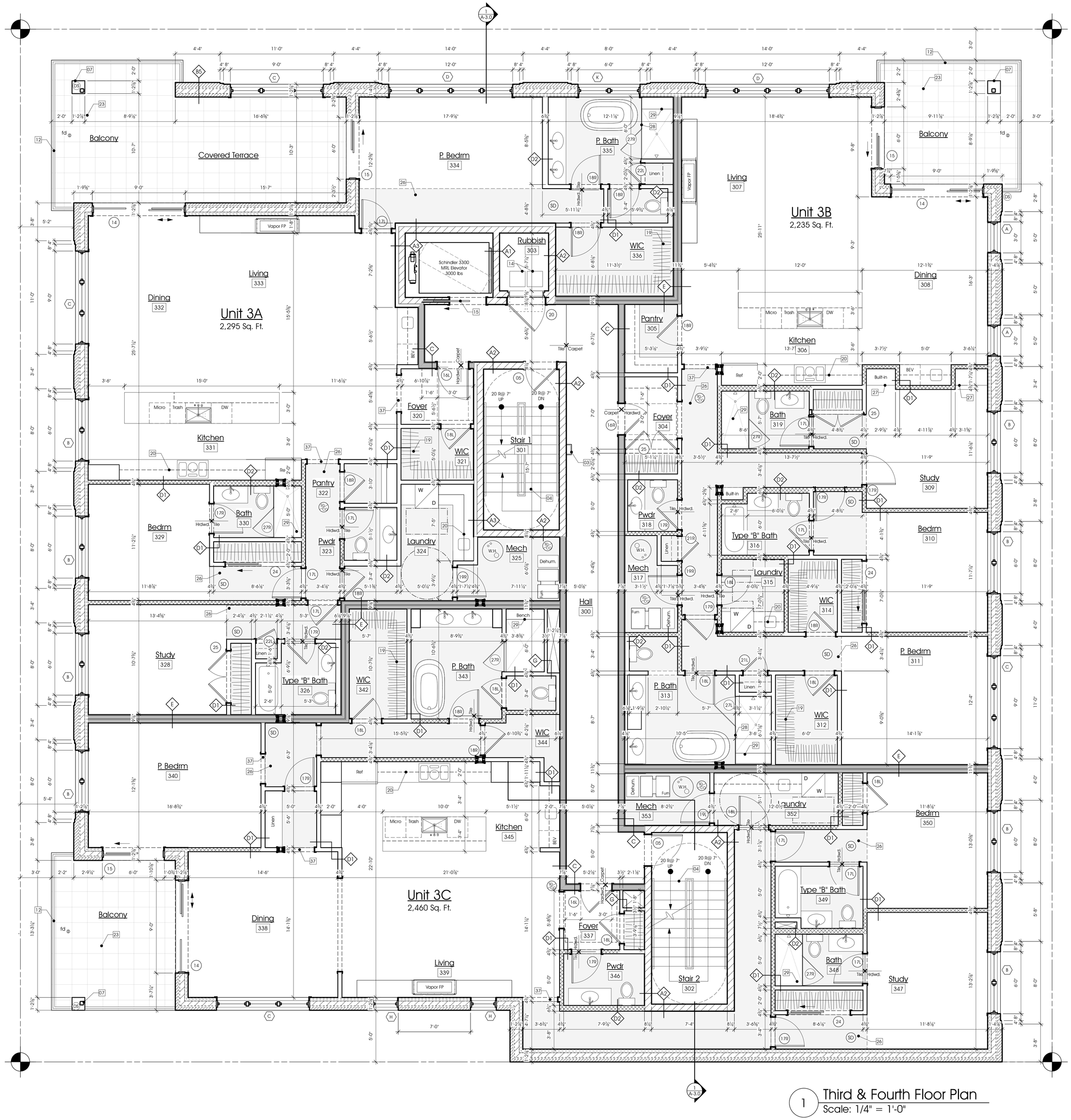
Print Date: Nov. 14, 2025

Date	No.	Revision/Issue
11/14/25	1	90% Review Set

SHEET
A-1.2

Plan Key Notes

01 Stud Partition/ Demising Wall - Refer Wall Types A3.1
02 CMU Partition Wall - Refer to Wall Types A3.1
03 Fire Extinguisher Cabinet - 1 Hr Rated
04 Non Combustible Mtl. Stairs - 11" ⅞ & 1" Nosing Min., Riser Hgt. Per Plan, w/ 36" Handrails, 42" High Guardrails (Pickets 4" O.C. Max) - To Resist Simultaneus Vert. & Horiz Thrust of 50 PLF Load or 200# Concentrated Load at Top Rail, Whichever is greater - Refer to Bldg. Section
05 Conc. Parking Stop
06 Locked Storage Units - Provided by Owner
07 Fire Rated Sft. Column - Refer to Structural Dwg.
08 ADA Clearances
09 Cont. Stone Base - Refer to Elev.
10 Balcony Above
11 Provide 2 Way Com. System Complying w/ 14B-1009.8.1/14B-1009.8.2 & shall include both audible & Visible Signals - Provide Use Directions for the 2 Way Com. System Posted on the Wall Adjacent to the System Signage to Comply w/ 703.5 for Veual Characters Per 2009 ICC A117.1 14 Low Voltage/Phone Equip. Mounted to Plywd. - Refer to Elec. Dwg.
12 42" High Laminated Glass Guardrails that Resist a Simultaneous Vert. & Horiz. Thrust of 50 PLF load or 200# Concentrated load at top rail, whichever is greater
13 Class 'A' Roofing Membrain w/ Mtl. Drip Edge - Refer to Section
14 24" Dia., 16 Ga Aluminized Trash Chute W/ 15"X18" Self Latching, Self Closing 90 Min Rated S.s.bottom Hinged Door W/ 165 Deg (F)sprinkler Head, 3/4" Flushing Spray Head And All Relateed Support Brackets, Bottom Discharge To Be Accordion Damper Type Offset Into Room.
15 Schindler 3300mrl, 2500# 150 Fpm, S.s. 1 1/2 Hour Rated 'b' Label Door, Alum Threshold, Satin Stainless Steel Cab Ceiling W/ 6 Led Cans, G.c To Verify All Elevator Requirements - Hoistway And Pit Size, Overun Height, Heater Vents, Openings, Etc. Elevator To Comply With Icc/a117-2009/ Chapter 4.407 And Comply With Emergency And Operation Signal Device Requirements Of Asme A17.1/csda B44 Section 2.27. Provide Stand By Power Complying With Code
16 Floor Drain, Cleanouts - Refer to Plumbing Sheets
17 Condensers On Level Pads w/ Sound Isolators - Refer to Mech. Sheets
18 Non-combustible A/C Unit Screening w/ Access Dr. - Cascade Roof Top Screen - Max. Hgt. to Match Parapet
19 Rod & Shelf
20 Line Upper Cabinets Provide Blocking In Wall
21 4" Thk. Limestone Sill - Slope to Exterior, Project Out 1" Past Bldg. - Provide Integral Drip Edge - Color per Arch.
22 8" Thk. Limestone Sill - Slope to Exterior, Project Out 1" Past Bldg. - Provide Integral Drip Edge - Refer to Elev.
23 24" Pedestal Paver System
24 Parapet Wall To Act As Device Guardrail
25 1 1/2" Solid Surface Counter
26 1 Hr Gypsum Board Drop Ceiling - A.F.F. per Plan
27 Built In
28 Frameless Temp Glass Shower Enclosure
29 Tile Shower Enclosure Walls & Flr. w/ Bench per Plans
30 Aluminum, Storefront Door w/ Sidelights & Temp. Glazing
31 Combo-Low Silhouette Roof Drain With Overflow w/ Strainer - Refer to Plumbing
32 Non-combustible Steel Pergola
33 Handicapped Parking w/ Sign Centered On Parking Spaces, 6'-0" A.f.f.
34 Property Line - Typ.
35 Dero "Rack Rack" Wall Mtd. Bike Storage System - 8ft (13 Bike Capacity)
36 Highland Park ea/qd "Knox Box" 3200 Series with a Hinged-Door (black)
37 2'-10" Min. Cased Opening
38 36" Tall Handrail w/ 4" Max. Opngs
39 Cont. Cant Strip - Typ.
40 Prefinished Alum. Gutter & Downspout



1 Third & Fourth Floor Plan
Scale: 1/4" = 1'-0"

Legend

New Partition and/or Wall Refer to Wall Types

New Insulated Wall. Refer to Wall Types

City Stamp: City of Highland Park

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Multi-Family Building for

Platinum Homes of Chicago

734 Central Ave
Highland Park, IL

Third & Fourth Floor Plan

Print Date
Nov. 14, 2025

Date	No.	Revision/Issue
11/14/25	1	90% Review Set

SHEET
A-1.3

Plan Key Notes

01 Stud Partition/ Demising Wall - Refer Wall Types A3.1
02 CMU Partition Wall - Refer to Wall Types A3.1
03 Fire Extinguisher Cabinet - 1 Hr Rated
04 Non Combustible Mtl. Stairs - 11"T & 1" Nosing Min., Riser Hgt. Per Plan, w/ 36" Handrails, 42" High Guardrails (Pickets 4" O.C. Max) - To Resist Simultaneus Vert. & Horiz Thrust of 50 PLF Load or 200# Concentrated Load at Top Rail, Whichever is greater - Refer to Bldg. Section
05 Conc. Parking Stop
06 Locked Storage Units - Provided by Owner
07 Fire Rated Sft. Column - Refer to Structural Dwg.
08 ADA Clearances
09 Cont. Stone Base - Refer to Elev.
10 Balcony Above
11 Provide 2 Way Com. System Complying w/ 14B-1009.8.1/14B-1009.8.2 & shall include both audible & Visible Signals - Provide Use Directions for the 2 Way Com. System Posted on the Wall Adjacent to the System Signage to Comply w/ 703.5 for Veual Characters Per 2009 ICC A117.1 14 Low Voltage/Phone Equip. Mounted to Plywd. - Refer to Elec. Dwg.
12 42" High Laminated Glass Guardrails that Resist a Simultaneous Vert. & Horiz. Thrust of 50 PLF load or 200# Concentrated load at top rail, whichever is greater
13 Class 'A' Roofing Membrain w/ Mtl. Drip Edge - Refer to Section
14 24" Dia., 16 Ga Aluminized Trash Chute W/ 15"X18" Self Latching, Self Closing 90 Min Rated S.s.bottom Hinged Door W/ 165 Deg 8" Sprinkler Head, 3/4" Flushing Spray Head And All Related Support Brackets, Bottom Discharge To Be Accordion Damper Type Offset Into Room.
15 Schindler 3300mrl, 2500# 150 Fpm, S.s. 1 1/2 Hour Rated 1p Label Door, Alum Threshold, Satin Stainless Steel Cab Ceiling W/ 6 Led Cans, G.c To Verify All Elevator Requirements - Hoistway And Pit Size, Overun Height, Heater Vents, Openings, Etc. Elevator To Comply With Icca/a117-2009 Chapter 4.407 And Comply With Emergency And Operation Signal Device Requirements Of Asme A17.1/csda B44 Section 2.27. Provide Stand By Power Complying With Code
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19 Rod & Shelf
20 Line Upper Cabinets Provide Blocking In Wall
21 4" Thk. Limestone Sill - Slope to Exterior, Project Out 1" Past Bldg. - Provide Integral Drip Edge - Color per Arch.
22 8" Thk. Limestone Sill - Slope to Exterior, Project Out 1" Past Bldg. - Provide Integral Drip Edge - Refer to Elev.
23 24" Pedestal Paver System
24 Parapet Wall To Act As Deck Guardrail
25 1 1/2" Solid Surface Counter
26 1 Hr Gypsum Board Drop Ceiling - A.F.F. per Plan
27 Built In
28 Frameless Temp Glass Shower Enclosure
29 Tile Shower Enclosure Walls & Flr. w/ Bench per Plans
30 Aluminum, Storefront Door w/ Sidelights & Temp. Glazing
31 Combo-Low Silhouette Roof Drain With Overflow w/ Strainer - Refer to Plumbing
32 Non-combustible Steel Pergola
33 Handicapped Parking w/ Sign Centered On Parking Spaces, 6'-0" A.f.f.
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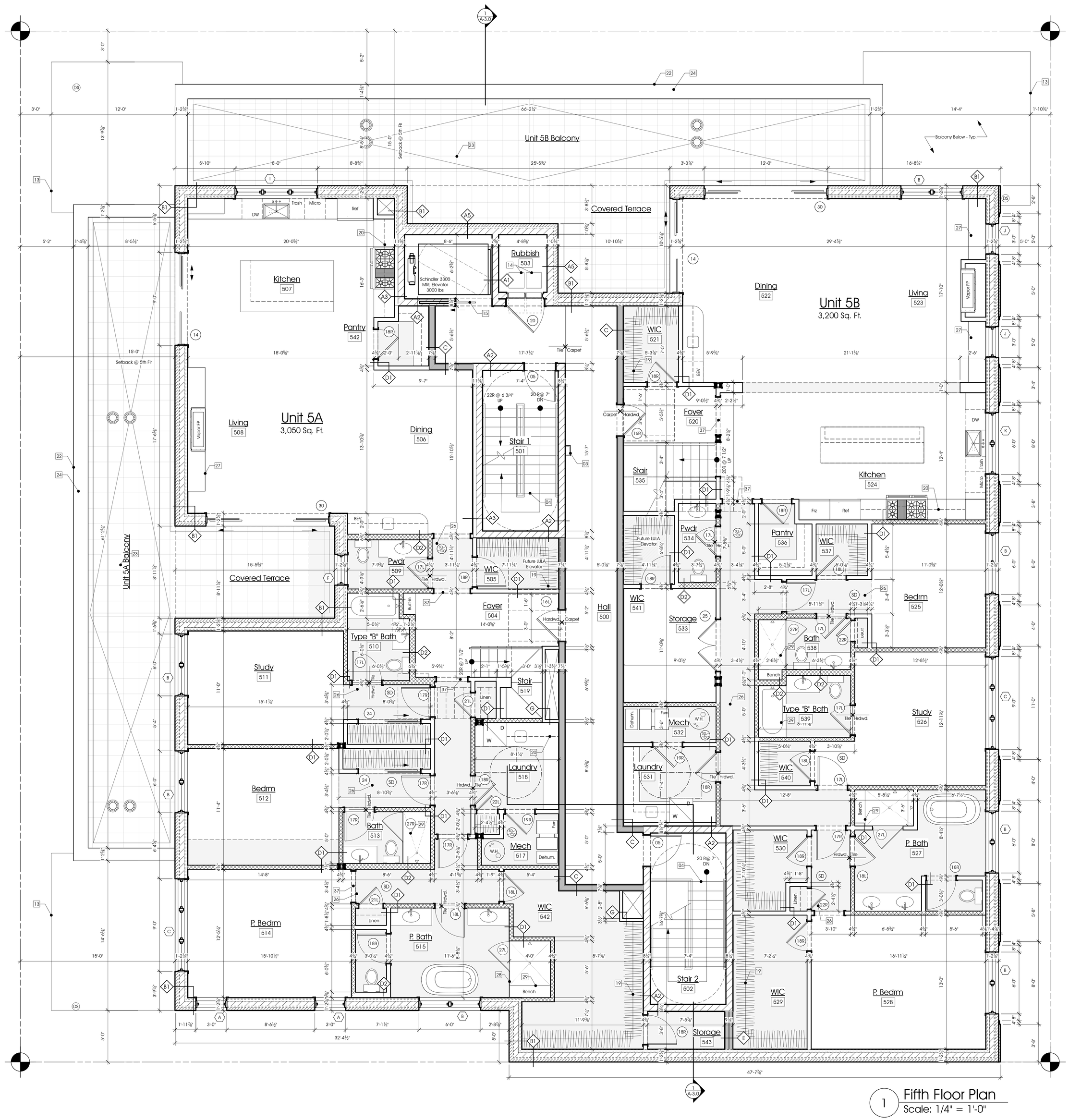
38 36" Tall Handrail w/ 4" Max. Opngs
39 Cont. Cant Strip - Typ.
40 Prefinished Alum. Gutter & Downspout



Legend

New Partition and/or Wall Refer to Wall Types

New Insulated Wall. Refer to Wall Types

City Stamp: City of Highland Park

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Multi-Family Building for

Platinum Homes of Chicago

734 Central Ave
Highland Park, IL

Fifth Floor Plan

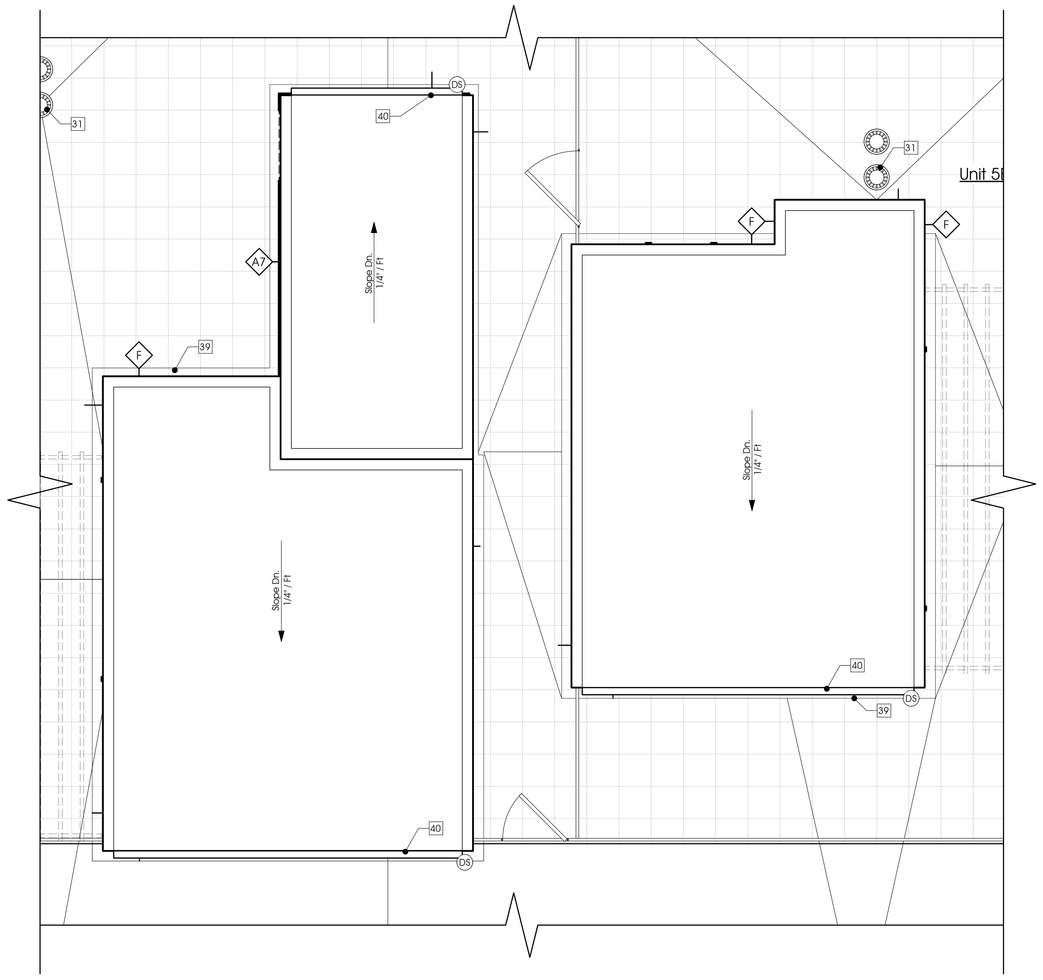
Print Date:
Nov. 14, 2025

Date	No.	Revision/Issue
11/14/25	1	90% Review Set

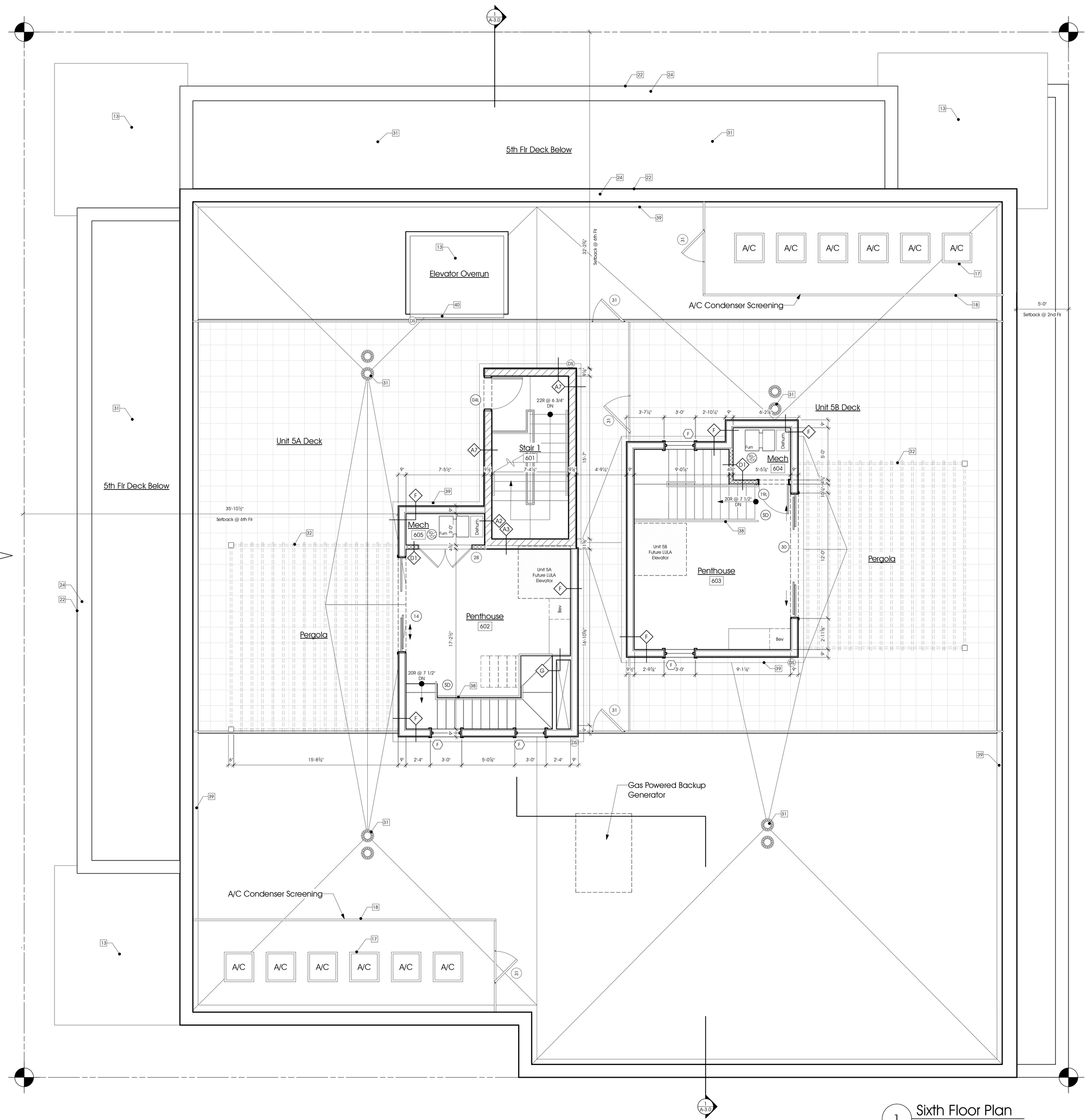
SHEET
A-1.4

Plan Key Notes

01 Stud Partition/ Demising Wall - Refer Wall Types A3.1
02 CMU Partition Wall - Refer to Wall Types A3.1
03 Fire Extinguisher Cabinet - 1 Hr Rated
04 Non Combustible Mtl. Stairs - 11" T & 1" Nosing Min., Riser Hgt. Per Plan, w/ 36" Handrails, 42" High Guardrails (Pickets 4" O.C. Max) - To Resist Simultaneous Vert. & Horiz Thrust of 50 PLF Load or 200# Concentrated Load at Top Rail, Whichever is greater - Refer to Bldg. Section
05 Conc. Parking Slop
06 Locked Storage Units - Provided by Owner
07 Fire Rated Sft. Column - Refer to Structural Dwg.
08 ADA Clearances
09 Cont. Stone Base - Refer to Elev.
10 Balcony Above
11 Provide 2 Way Com. System Complying w/ 14B-1009.8.1/14B-1009.8.2 & shall include both audible & Visible Signals - Provide Use Directions for the 2 Way Com. System Posted on the Wall Adjacent to the System Signage to Comply w/ 703.5 for Visual Characters Per 2009 ICC A117.1 14 Low Voltage/Phone Equip. Mounted to Plywd. - Refer to Elec. Dwg.
12 42" High Laminated Glass Guardrails that Resist a Simultaneous Vert. & Horiz. Thrust of 50 PLF load or 200# Concentrated load at top rail, whichever is greater
13 Class 'A' Roofing Membrain w/ Mtl. Drip Edge - Refer to Section
14 24" Dia., 16 Ga Aluminized Trash Chute W/ 15"X18" Self Latching, Self Closing 90 Min Rated S.s.bottom Hinged Door W/ 165 Deg (F)sprinkler Head, 3/4" Flushing Spray Head And All Related Support Brackets, Bottom Discharge To Be Accordion Damper Type Offset Into Room.
15 Schindler 3300(mi, 2500# 150 Fpm, S.s. 1 1/2 Hour Rated 'b' Label Door, Alum Threshold, Satin Stainless Steel Cab Ceiling W/ 6 Led Cans, G.c To Verify All Elevator Requirements - Hoistway And Pit Size, Overun Height, Heater Vents, Openings, Etc. Elevator To Comply With Icc/a117-2009 Chapter 4.407 And Comply With Emergency And Operation Signal Device Requirements Of Asme A17.1/csda B44 Section 2.27. Provide Stand By Power Complying With Code
16 Floor Drain, Cleanouts - Refer to Plumbing Sheets
17 Condensers On Level Pads w/ Sound Isolators - Refer to Mech. Sheets
18 Non-combustible A/C Unit Screening w/ Access Dr. - Cascade Roof Top Screen - Max. Hgt. to Match Parapet
19 Rod & Shelf
20 Line Upper Cabinets Provide Blocking In Wall
21 4" Thk. Limestone Sill - Slope to Exterior, Project Out 1" Past Bldg. - Provide Integral Drip Edge - Color per Arch.
22 8" Thk. Limestone Sill - Slope to Exterior, Project Out 1" Past Bldg. - Provide Integral Drip Edge - Refer to Elev.
23 24" Pedestal Paver System
24 Parapet Wall To Act As Deck Guardrail
25 1 1/2" Solid Surface Counter
26 1 Hr Gypsum Board Drop Ceiling - A.F.F. per Plan
27 Built In
28 Frameless Temp Glass Shower Enclosure
29 Tile Shower Enclosure Walls & Flr. w/ Bench per Plans
30 Aluminum. Storefront Door w/ Sidelights & Temp. Glazing
31 Combo Low Silhouette Roof Drain With Overflow w/ Strainer - Refer to Plumbing
32 Non-combustible Steel Pergola
33 Handicapped Paking w/ Sign Centered On Paking Spaces, 6'-0" A.f.f.
34 Property Line - Typ.
35 Dero 'Track Rack' Wall Mtd. Bike Storage System - 8ft (13 Bike Capacity)
36 Highland Park read 'Knox Box' 3200 Series with a Hinged-Door (black)
37 2-10" Min. Cased Opening
38 36" Tall Handrail w/ 4" Max. Opngs
39 Cont. Cant Strip - Typ.
40 Prefinished Alum. Gutter & Downspout



2 Upper Roof Plan
Scale: 1/4" = 1'-0"



1 Sixth Floor Plan
Scale: 1/4" = 1'-0"

Legend

New Partition and/or Wall Refer to Wall Types

New Insulated Wall. Refer to Wall Types

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734 Central Ave
Highland Park, IL

Sixth Floor Plan, Roof Plan

Print Date
Nov. 14, 2025

Date	No.	Revision/Issue
11/14/25	1	90% Review Set

SHEET
A-1.5

1 North (Central Ave) Elevation
Scale: 1/4" = 1'-0"

Elevation Notes

101	Line of Grade - Slope Away from Blg.
102	1st Flr. Level
103	2nd Flr. Level
104	3rd Flr. Level
105	4th Flr. Level
106	5th Flr. Level
107	6th Flr. Level
301	Exposed Conc. Fnd. Wall - 8" Above Grade. Apply Stucco Parge Coat - See Det. 1/A-3.2
302	Fnd. Wall Below Grade
303	Conc. Ftg. Below Grade
401	Glen-Gery Modular Brick "Stonington Gray Velour"
402	Glen-Gery Modular Brick "Charcoal Gray Velour" w/ Dark Mortar
403	Cont. Stone Base
404	4" Cont. Stone Sill. Rake and Caulk all Joints
405	8" Tall Limestone Header. Cont. Flashing w/ Weep Holes @ 32" O.C.
406	12" Tall Custom Limestone Band - Provide Shop Drawing for Review
407	Custom Limestone Band - Submit Shop Dwg for Review
408	Custom Limestone Cornice - Submit Shop Dwg for Review
409	Recessed Masonry w/ Limestone Sill & Header
501	Pac-Clad Prefinished Alum. Panel "Medium Bronze"
502	Mechanical LouverVent - Ref Mech.
503	Prefinished Alum. Cap
504	Alum. Wrapped Sill
505	Prefinished Alum. Pergola
410	Masonry Joint
801	Scheduled Door Unit
802	Scheduled Window Unit
803	Scheduled Prefinished Alum. Garage Doors
1501	Scheduled A/C Condensor Unit - On Conc. Pads
1502	Frost Proof Hose Bib
1601	Scheduled Light Fixture
1602	Gas Meter
1603	Electric Meter
108	Top of Parapet
506	42" Tall Laminated Glass Railing System w/ Top & Bottom Rails. Railings to Resist 50PLF Vert. & Horiz. Loading, 200LB Concentrated Load in Any Direction
411	Masonry Control Joint
804	Scheduled Spandrel Panel - Match. Window
1001	8" High Mtl. Address Numbers on Stainless Stl. Standoffs
601	Stucco - Color by Arch.

Page 230 of 510

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734 Central Ave
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North Elevation

Print Date:
Nov. 14, 2025

Date	No.	Revision/Issue
11/14/25	1	90% Review Set

SHEET
A-2.0

2 West (McGovern Ave) Elevation
Scale: 1/4" = 1'-0"

Elevation Notes

101 Line of Grade - Slope Away from Bldg.
102 1st Flr. Level
103 2nd Flr. Level
104 3rd Flr. Level
105 4th Flr. Level
106 5th Flr. Level
107 6th Flr. Level

301 Exposed Conc. Fnd. Wall - 8" Above Grade. Apply Stucco Parge Coat - See Det. 1/A-3.2
302 Fnd. Wall Below Grade
303 Conc. Ftg. Below Grade

401 Glen-Gery Modular Brick "Stonington Gray Velour"
402 Glen-Gery Modular Brick "Charcoal Gray Velour" w/ Dark Mortar
403 Cont. Stone Base
404 4" Cont. Stone Sill. Rake and Caulk all Joints
405 8" Tall Limestone Header. Cont. Flashing w/ Weep Holes @ 32" O.C.
406 12" Tall Custom Limestone Band - Provide Shop Drawing for Review
407 Custom Limestone Band - Submit Shop Dwg for Review
408 Custom Limestone Cornice - Submit Shop Dwg for Review
409 Recessed Masonry w/ Limestone Sill & Header

501 Pac-Clad Prefinished Alum. Panel "Medium Bronze"
502 Mechanical LouverVent - Ref Mech.
503 Prefinished Alum. Cap
504 Alum. Wrapped Sill
505 Prefinished Alum. Pergola

410 Masonry Joint
801 Scheduled Door Unit
802 Scheduled Window Unit
803 Scheduled Prefinished Alum. Garage Doors
1501 Scheduled A/C Condenser Unit - On Conc. Pads
1502 Frost Proof Hose Bib
1601 Scheduled Light Fixture
1602 Gas Meter
1603 Electric Meter

108 Top of Parapet
506 42" Tall Laminated Glass Railing System w/ Top & Bottom Rails. Railings to Resist 50PLF Vert. & Horiz. Loading, 200LB Concentrated Load in Any Direction
411 Masonry Control Joint
804 Scheduled Spandrel Panel - Match. Window

1001 8" High Mtl. Address Numbers on Stainless SS Standoffs
601 Stucco - Color by Arch.

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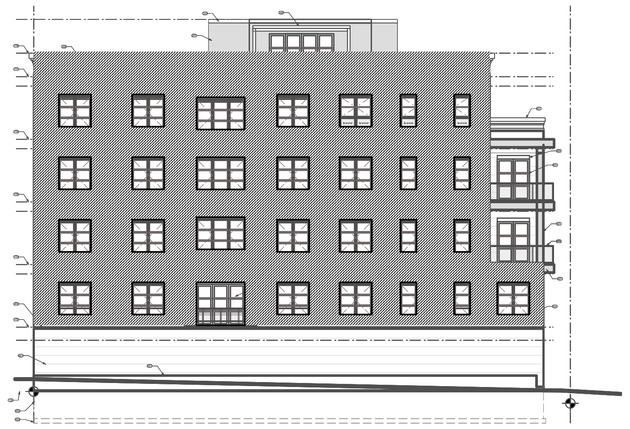
West Elevation

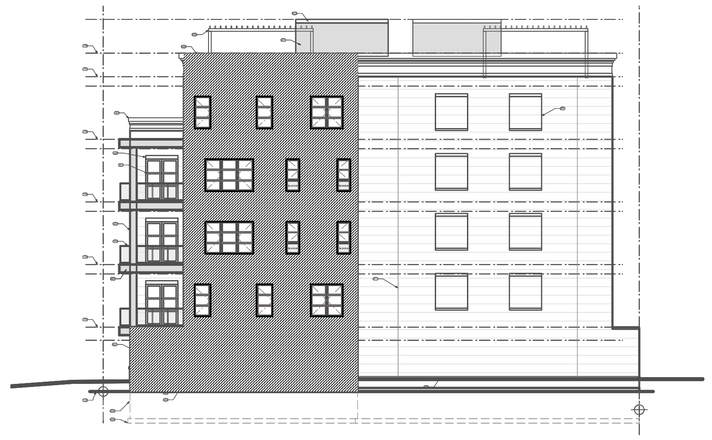
Print Date
Nov. 14, 2025

Date	No.	Revision/Issue
11/14/25	1	90% Review Set

SHEET
A-2.1



East Elevation 5'<10' (25% Max.)
990 Sq. Ft. Glazing / 4451 Sq. Ft. = 22.24%



East Elevation 5'<10' (25% Max.)
312 Sq. Ft. Glazing / 2161 Sq. Ft. = 14.44%

2 Opening Diagrams
Scale: 1/16" = 1'-0"

1 South Elevation
Scale: 1/4" = 1'-0"

Elevation Notes

101	Line of Grade - Slope Away from Blg.
102	1st Flr. Level
103	2nd Flr. Level
104	3rd Flr. Level
105	4th Flr. Level
106	5th Flr. Level
107	6th Flr. Level
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303	Conc. Ftg. Below Grade
401	Glen-Gery Modular Brick "Stonington Gray Velour"
402	Glen-Gery Modular Brick "Charcoal Gray Velour" w/ Dark Mortar
403	Cont. Stone Base
404	4" Cont. Stone Sill. Rake and Caulk all Joints
405	8" Tall Limestone Header. Cont. Flashing w/ Weep Holes @ 32" O.C.
406	12" Tall Custom Limestone Band - Provide Shop Drawing for Review
407	Custom Limestone Band - Submit Shop Dwg for Review
408	Custom Limestone Cornice - Submit Shop Dwg for Review
409	Recessed Masonry w/ Limestone Sill & Header
501	Pac-Clad Prefinished Alum. Panel "Medium Bronze"
502	Mechanical LouverVent - Ref Mech.
503	Prefinished Alum. Cap
504	Alum. Wrapped Sill
505	Prefinished Alum. Pergola
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802	Scheduled Window Unit
803	Scheduled Prefinished Alum. Garage Doors
1501	Scheduled A/C Condenser Unit - On Conc. Pads
1502	Frost Proof Hose Bib
1601	Scheduled Light Fixture
1602	Gas Meter
1603	Electric Meter
108	Top of Parapet
506	42" Tall Laminated Glass Railing System w/ Top & Bottom Rails. Railings to Resist 50PLF Vert. & Horiz. Loading, 200LB Concentrated Load in Any Direction
411	Masonry Control Joint
804	Scheduled Spandrel Panel - Match. Window
1001	8" High Mfl. Address Numbers on Stainless Stl. Standoffs
601	Stucco - Color by Arch.

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South Elevation

Print Date
Nov. 14, 2025

Date	No.	Revision/Issue
11/14/25	1	90% Review Set

SHEET
A-2.2

Elevation Notes

101	Line of Grade - Slope Away from Bldg.
102	1st Flr. Level
103	2nd Flr. Level
104	3rd Flr. Level
105	4th Flr. Level
106	5th Flr. Level
107	6th Flr. Level
301	Exposed Conc. Fnd. Wall - 8" Above Grade. Apply Stucco Parge Coat - See Det. 1/A-3.2
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303	Conc. Ftg. Below Grade
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402	Glen-Gery Modular Brick "Charcoal Gray Velour" w/ Dark Mortar
403	Cont. Stone Base
404	4" Cont. Stone Sill. Rake and Caulk all Joints
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502	Mechanical LouverVent - Ref Mech.
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802	Scheduled Window Unit
803	Scheduled Prefinished Alum. Garage Doors
1501	Scheduled A/C Condenser Unit - On Conc. Pads
1502	Frost Proof Hose Bib
1601	Scheduled Light Fixture
1602	Gas Meter
1603	Electric Meter
108	Top of Parapet
506	42" Tall Laminated Glass Railing System w/ Top & Bottom Rails. Railings to Resist 50PLF Vert. & Horiz. Loading, 200LB Concentrated Load in Any Direction
411	Masonry Control Joint
804	Scheduled Spandrel Panel - Match. Window
1001	8" High Mtl. Address Numbers on Stainless Stl. Standoffs
601	Stucco - Color by Arch.

1 East Elevation
Scale: 1/4" = 1'-0"

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East Elevation

Print Date:
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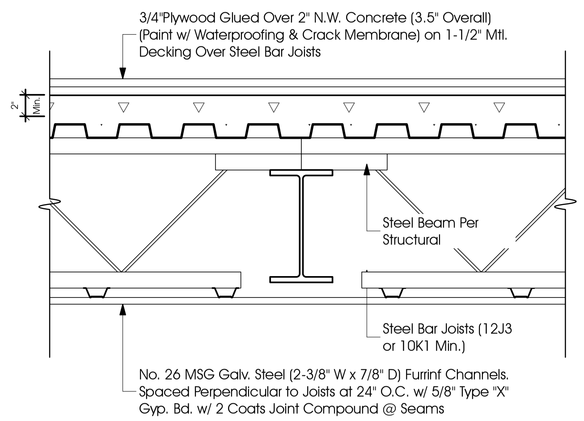
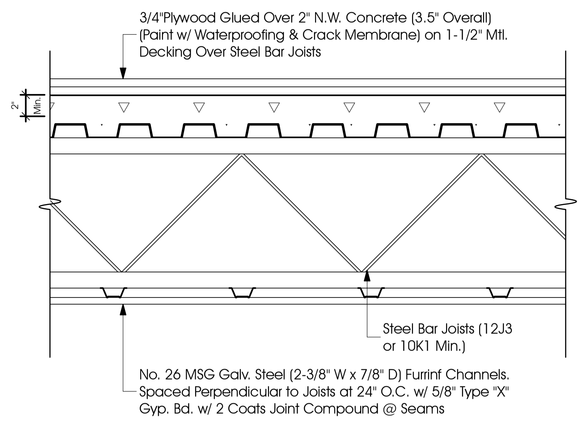
Date	No.	Revision/Issue
11/14/25	1	90% Review Set

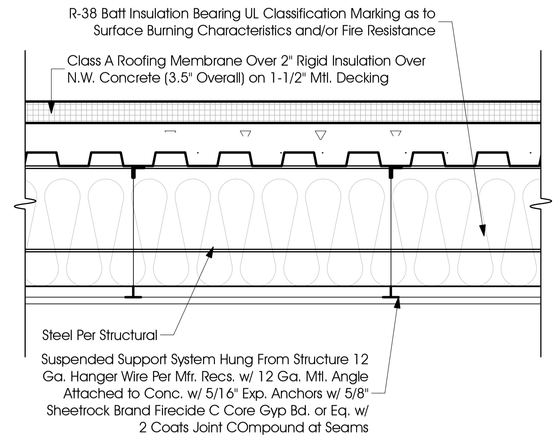
SHEET
A-2.3



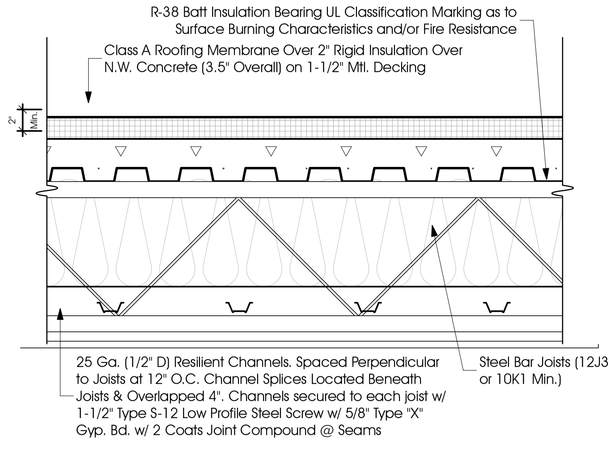
6 1 Hour Beam Enclosure in Floor Structure
UL #G501



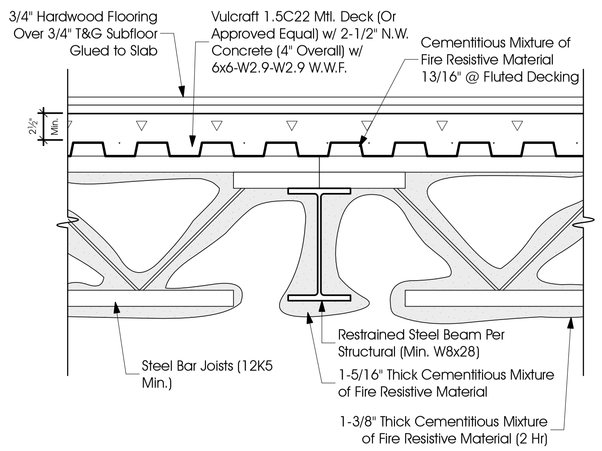
7 1 Hour Floor/Ceiling Assembly - Bar Joist
UL #G501



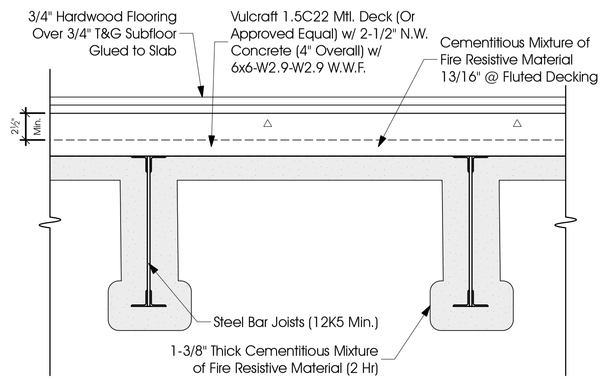
8 1 Hour Roof/Ceiling Assembly - C Joist
UL #P562



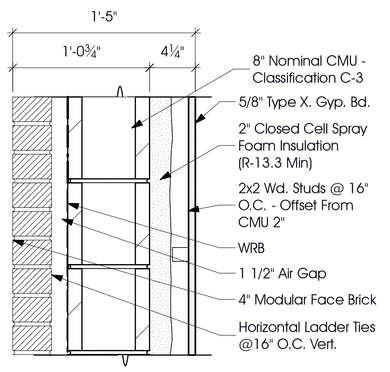
9 1 Hour Roof/Ceiling Assembly - Bar Joist
UL #P562



10 3 Hour Beam in 2 Hour Floor Structure
UL #D759



11 2 Hour Floor/Ceiling Assembly - Bar Joist
UL #D759



A1 7 5/8" CMU Bearing Wall
UL #U904 - 3hr

A2 8 1/4" CMU Bearing Wall
UL #U904 - 3hr
Similar to A1 w/ 5/8 Gyp. Bd.

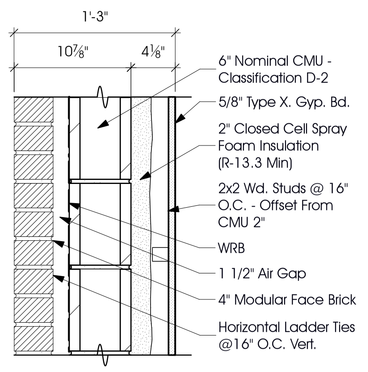
A3 12" CMU Bearing Wall
UL #U904 - 3hr
Similar to A1 w/ 5/8 Gyp. Bd. & 3.5" Furring

A4 1'-5" Brick Cavity Wall
UL #U904 - 3hr ; Assembly R Value: R13.3
Similar to A1 w/ 5/8 Gyp. Bd. & 2" Furring, 2"
Insulation, 1 1/2" Air Gap, & 4" Face brick

A5 12 3/4" CMU Bearing Wall
UL #U904 - 3hr
Similar to A1 w/ 4" Face brick

A6 12 3/4" CMU Bearing Wall
UL #U904 - 3hr
Similar to A1 w/ 4" Face brick & 2" Rigid Insulation

A7 9 1/8" CMU Bearing Wall
UL #U904 - 3hr
Similar to A1 w/ Stucco Cladding



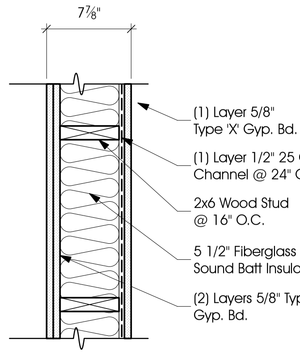
B1 1'-3" Brick Cavity Wall
UL #U906 - 2hr
Assembly R Value: R13.3

B2 1'-3" Brick Cavity Wall
UL #U906 - 2hr
Similar to B1 w/ Limestone Cladding instead of Brick -
Ref Elev.

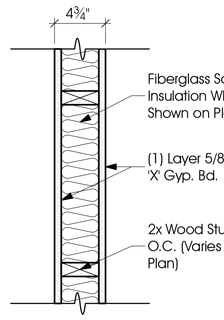
B3 1'-3" Brick Cavity Wall
UL #U906 - 2hr
Similar to B1 w/ Metal Paneling Instead of Brick

B4 1'-5" Brick Cavity Wall
UL #U906 - 2hr
Similar to B1 w/ 3" Air Gap

B5 1'-5" Brick Ext. Wall
UL #U906 - 2hr
Similar to B1 w/ Brick on Both Sides

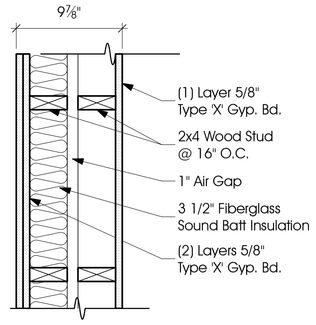


C 8" Non Bearing Partition Wall - STC 53
UL #U305 - 1hr

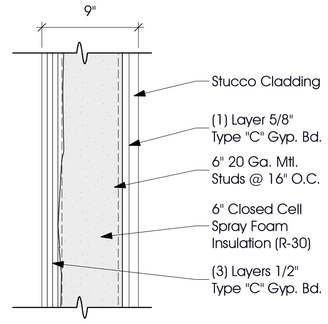


D1 4 3/4" Non Bearing Wall

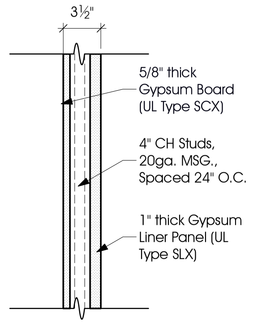
D2 6 3/4" Non Bearing Wall



E 10" Non Bearing Partition Wall - STC 60
UL #U305 - 1hr



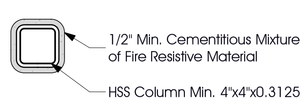
F 9" Ext. Metal Stud Wall
UL #U424 - 2 Hr.



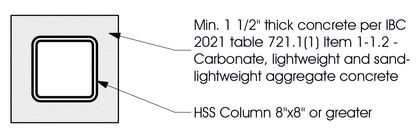
G 3 1/2" Shaft Wall
UL #U415 - 1 Hr.

NOTE:
Apply Acoustical Sealant at
Perimerter of all Flr & Clg Wall
Intersections - Typ.

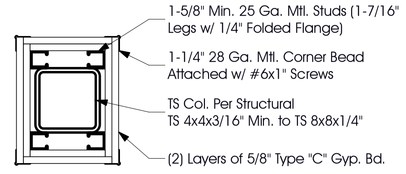
1 Wall Types
Scale: 1 1/2" = 1'-0"



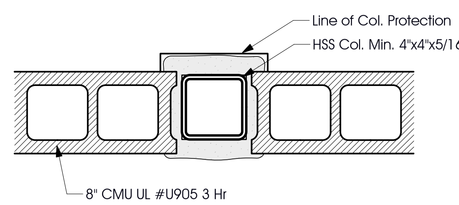
2 1 Hr Columns
UL #X790



3 3 Hr Columns (In Garage)
IBC 2021 table 721.1(1)



4 1 Hour Interior Column
UL #X528



5 3 Hr Columns (In Wall)
UL #X790

City Stamp: City of Highland Park

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Architects Stamp

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Multi-Family Building for

Platinum Homes of Chicago

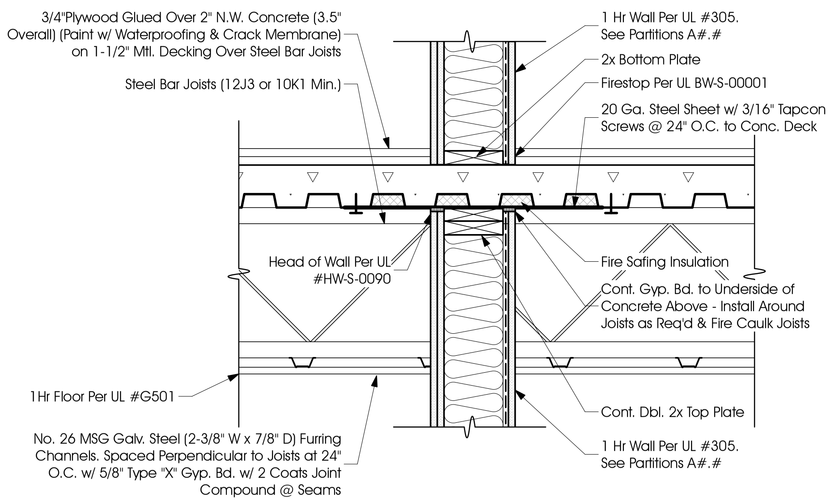
734 Central Ave Highland Park, IL

Wall Types

Print Date:
Nov. 14, 2025

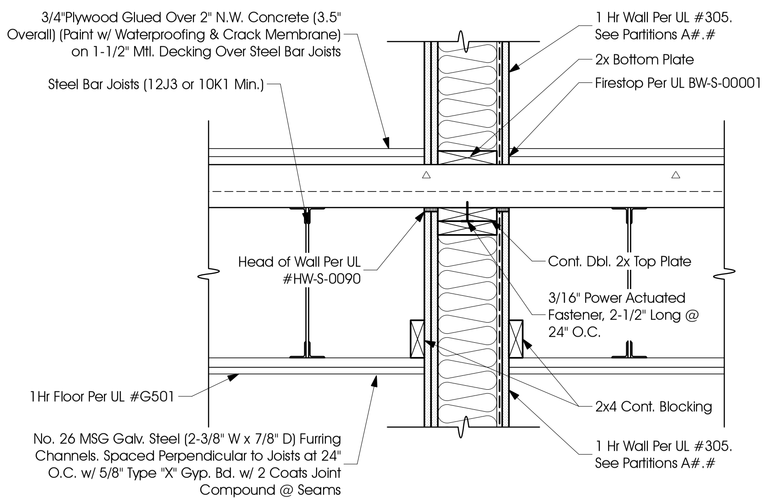
Date	No.	Revision/Issue
11/14/25	1	90% Review Set

SHEET
A-3.1



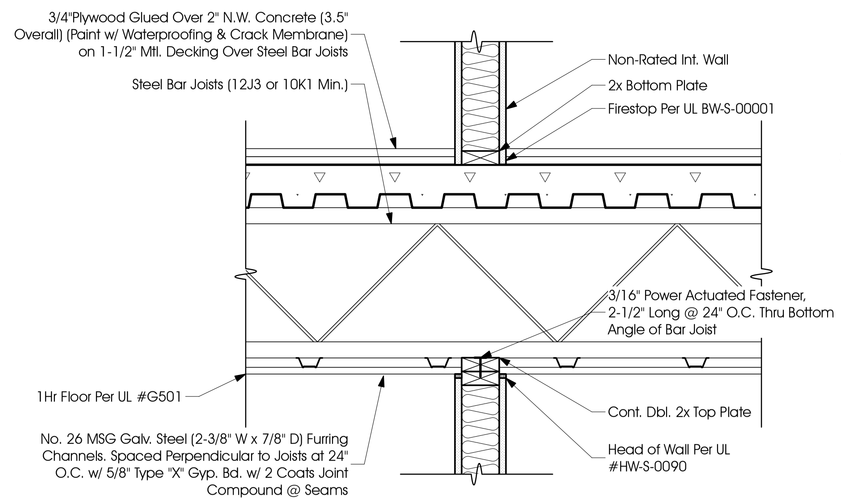
Fire Rated Partition Detail (Perp to Truss)

Gyp. Bd. Fire Blocking to be Installed Prior to Any Pipe Penetrations. Al Pipe Penetrations to be Sealed w/ Firecode Compound Per UL 605



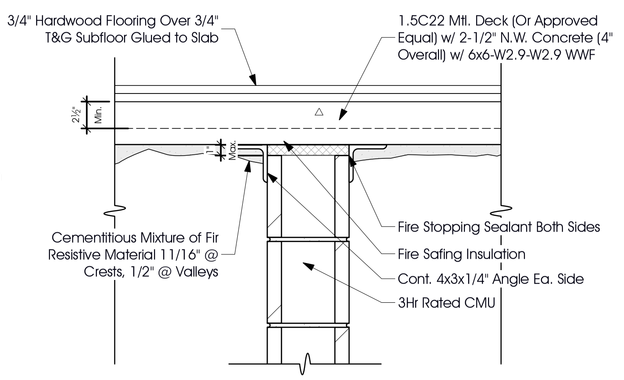
Fire Rated Partition Detail (Parallel to Truss)

Gyp. Bd. Fire Blocking to be Installed Prior to Any Pipe Penetrations. Al Pipe Penetrations to be Sealed w/ Firecode Compound Per UL 605



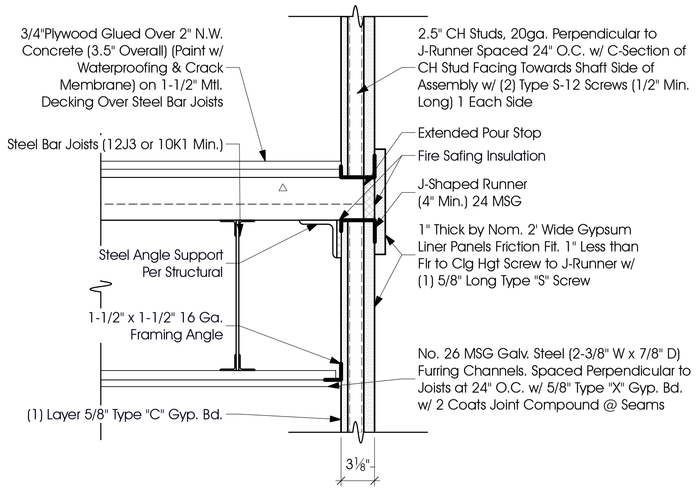
Non Rated Partition Detail (Perp to Truss)

All Pipe Penetrations to be Sealed w/ Firecode Compound Per UL 605



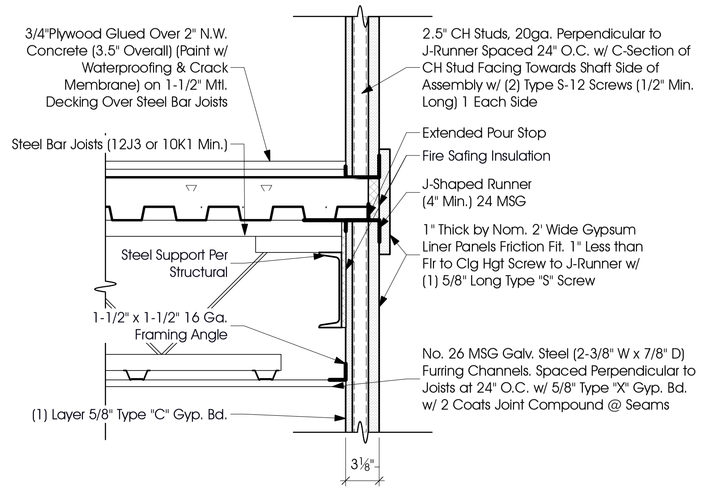
3 Hr CMU - 2 Hr Floor (Parallel to Decking)

Floor UL #U415/ Wall UL #U***



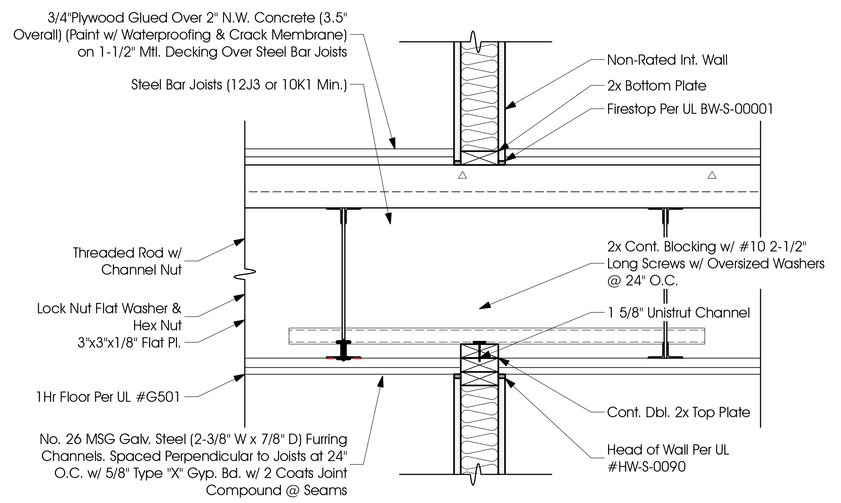
Mechanical Shaft Wall (Parallel to Truss)

Gyp. Bd. Fire Blocking to be Installed Prior to Any Pipe Penetrations. All Pipe Penetrations to be Sealed w/ Firecode Compound Per UL 605
Shaft UL #U415 - 1 Hr.



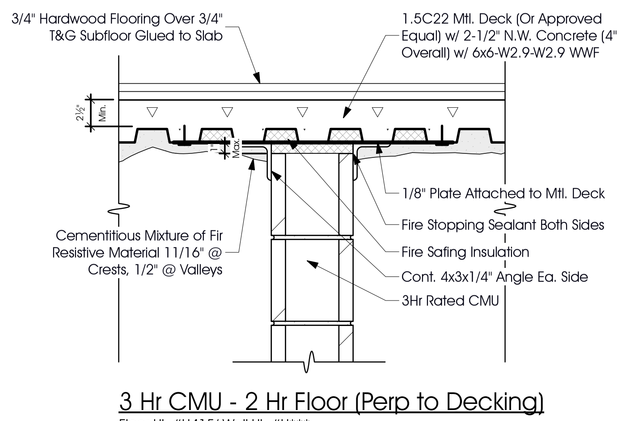
Mechanical Shaft Wall (Perp to Truss)

Gyp. Bd. Fire Blocking to be Installed Prior to Any Pipe Penetrations. All Pipe Penetrations to be Sealed w/ Firecode Compound Per UL 605
Shaft UL #U415 - 1 Hr.



Non Rated Partition Detail (Parallel to Truss)

All Pipe Penetrations to be Sealed w/ Firecode Compound Per UL 605



3 Hr CMU - 2 Hr Floor (Perp to Decking)

Floor UL #U415/ Wall UL #U***

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Architects Stamp

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Multi-Family Building for

Platinum Homes of Chicago

734 Central Ave Highland Park, IL

Assembly Details

Print Date:
Nov. 14, 2025

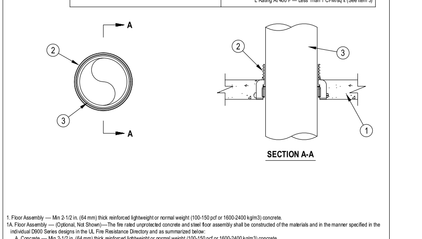
Date	No.	Revision/Issue
11/14/25	1	90% Review Set

SHEET
A-3.7

System No. F-A-1016

FA 1016

ANSI/ULI479 (ASTM E814)	CAN/ULC S115
F Rating — 2 Hr	F Rating — 2 Hr
T Rating — 0 Hr	FT Rating — 0 Hr
L Rating At Ambient — Less Than 1 CFM/sq ft (See Item 3)	FH Rating — 2 Hr
L Rating At 400 F — Less Than 1 CFM/sq ft (See Item 3)	FTH Rating — 0 Hr
W Rating — Class 1 (See Items 4A and 4B1)	L Rating At Ambient — Less Than 1 CFM/sq ft (See Item 3)
	L Rating At 400 F — Less Than 1 CFM/sq ft (See Item 3)



1. Floor Assembly — Min 2-1/2 in. (64 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) concrete. Max diameter of 70 in. (1782 mm).
1A. Floor Assembly — (Optional, Not Shown) — The fire rated unprotected concrete and steel floor assembly shall be constructed of the materials and in the manner specified in the individual D900 Series designs in the UL Fire Resistance Directory and as summarized below:
A. Concrete — Min 2-1/2 in. (64 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) concrete.
B. Steel Floor and Form Units* — Composite or non-composite max 3 in. (76 mm) deep galv steel floor units as specified in the individual Floor-Ceiling Design. Max diam of opening is 70 in. (1782 mm).
The following types and sizes of nonmetallic pipes or conduits may be used:
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI, INC — CP 606N 7X3.2" CP 606N 11X4", CP 606N 16X6", CP 606D 7X3.5" ,CP 6903 11X4", CP 6904 3", CP 606 HY", CP 606 HY 4", CP 606 HY 6", CP 606 HY 8", CP 606 HY 10", CP 606 HY 12", CP 606 HY 16", CP 606 FF, CP 606 FF 4", CP 606 FF 6", CP 606 FF 8", CP 606 FF 10", CP 606 FF 12", CP 606 FF 16", CP 606 FF 20", CP 606 FF 24", CP 606 FF 30", CP 606 FF 36", CP 606 FF 42", CP 606 FF 48", CP 606 FF 54", CP 606 FF 60", CP 606 FF 66", CP 606 FF 72" and CP 606 FF Z" or CP 606 FFX Z" Series.
HILTI CONSTRUCTION CHEMICALS, DV OF HILTI INC — CPS Sq Seal Ring
2. Through Penetrants — One metallic pipe, conduit or tubing to be installed within the floor-ceiling opening. The annular space between pipe, conduit or tubing and periphery of opening shall be min 0 in. (0 mm) and max 1-1/4 in. (32 mm). Pipe, conduit or tubing to be rigidly supported on both sides of floor assembly. The following types and sizes of metallic pipes or conduits may be used:
A. Steel Pipe — Nom 4 in. (102 mm) diam (or smaller) Schedule 10 or heavier) steel pipe.
B. Iron Pipe — Nom 4 in. (102 mm) diam (or smaller) cast or ductile iron pipe.
C. Conduit — Nom 4 in. (102 mm) diam (or smaller) steel conduit.
D. Conduit — Nom 4 in. (102 mm) diam (or smaller) steel electrical metallic tubing.
E. Copper Tubing — Nom 6 in. (152 mm) diam (or smaller) Type L (or heavier) copper tubing.
F. Copper Pipe — Nom 4 in. (102 mm) diam (or smaller) Regular (or heavier) copper pipe.
3. Firestop System — The firestop system shall consist of the following:
A. Fill, Void or Cavity Material* — Fire blocks installed with 5 in. (127 mm) dimension passed through the opening and centered within the thickness of the floor or wall. In concrete block walls, fire blocks to fill entire thickness of wall opening unless wall is solid filled. Blocks to be firmly packed and completely fill the entire area of opening between and around bunsaws.
HILTI CONSTRUCTION CHEMICALS, DV OF HILTI INC — CFS-BL Firestop Block
B. Fill, Void or Cavity Material* — Sealant — Min 5 in. (127 mm) thickness of sealant applied within annular space, flush with top surface of floor or with both surfaces of wall. Sealant to be applied from the top surface of the floor assembly or both surfaces of wall assembly.
HILTI CONSTRUCTION CHEMICALS, DV OF HILTI INC — FS-ONE Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

METALLIC PIPE, CONDUIT OR TUBING AT FLOOR 2 HR

Page: 1 of 2

System No. F-A-1016

FA 1016

The firestop device and metallic penetrant shall be sized as follows:

Nom Pipe Diam, in.**	Firestop Device
1-1/2 to 2-1/2 in.(38 to 64 mm) - Other than copper pipe or tubing	CP606N-7SQ ZV CP662-7SQ 5"
1-1/2 to 2 in.(38 to 51 mm) - Other than copper pipe or tubing	CP 606-M 2", CP 680-F 2, CP 680-FX 2"
2 to 2-1/2 in. (51 to 64 mm) - Copper pipe or tubing	CP606N-7SQ ZV CP662-7SQ 5"
	CP 680-M 2", CP 680-F 2", CP 680-FX 2"
3-1/2 to 3 in. (64 to 76 mm)	CP 680-M 3", CP 680-F 3", CP 680-FX 3"
	CP606N-11SQ ZV CP662-11SQ*
4 in. (102 mm)	CP 680-M 4", CP 680-F 4"
	CP606N-16SQ*
6 in. (152 mm)	CP 680-M 6", CP 680-F 6"

* When metallic pipes of diameters smaller than those shown above are installed within the device, CP615 Firestop Putty Stick or mineral wool insulation shall be installed within the annular space.
** L Rating applies only to CP 606-M and -FX(-) devices and when the nom rubber stripe square side of device (2 in. diam pipe X 2" device etc.). L Rating does not apply to CP 606N and CP662 devices.
4. Fill, Void or Cavity Material* — Putty Stick (Nosed) — Min 1 in. (25 mm) thickness of fill material applied within annulus flush with top surface of device.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — CP 615 Firestop Putty Stick
4A. Packing Material (Not Shown) — As an alternate to Item 4, min 4 in. (102 mm) thickness of non-fuel (20 bpf) mineral wool insulation firmly packed to the fullest extent possible within the annulus flush with top surface of device.
4B. Packing Material (Not Shown) — Packing Material — Min 4 in. (102 mm) thickness of non-fuel (20 bpf) mineral wool insulation firmly packed to the fullest extent possible within the annulus flush with top surface of device.
4B1. Firestop Device* — Flange Collar — Firestop collar to be installed in accordance with the accompanying installation instructions. Collar to be installed and latched around the pipe and secured to the wall by the steel deck and to the metal plate enclosure using the anchor hooks provided with the collar. Min of two anchor hooks required for 1-1/2 and 2 in. (38 and 51 mm) diam pipes, min of three anchor hooks required for 3 and 4 in. (76 and 102 mm) diam pipes, and min of four anchor hooks required for 6 in. (152 mm) diam pipes. Where the anchor hooks are beneath the crest of the steel deck, the anchor hooks are to be secured to the metal enclosure with No. 10 by min 1/2 in. (13 mm) long self-drilling, self-tapping steel screws and min 3/4 in. (19 mm) diam steel washers with one anchor bolt in each anchor hook. Where the anchor hooks are beneath the crest of the steel deck, the anchor hooks are to be secured to the metal enclosure with No. 10 by min 1/2 in. (13 mm) long self-drilling, self-tapping steel screws and min 3/4 in. (19 mm) diam steel washers.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — CP 643 5/8" Speed Sleeve, CP 653 and CP 653 BA 4" Speed Sleeve, CP 653 and CP 653 BA 6" Speed Sleeve
4C. Firestop Device* — Flange Collar — Firestop collar to be installed in accordance with the accompanying installation instructions. Collar to be installed and latched around the pipe and secured to the wall by the steel deck and to the metal plate enclosure using the anchor hooks provided with the collar. Min of two anchor hooks required for 1-1/2 and 2 in. (38 and 51 mm) diam pipes, min of three anchor hooks required for 3 and 4 in. (76 and 102 mm) diam pipes, and min of four anchor hooks required for 6 in. (152 mm) diam pipes. Where the anchor hooks are beneath the crest of the steel deck, the anchor hooks are to be secured to the metal enclosure with No. 10 by min 1/2 in. (13 mm) long self-drilling, self-tapping steel screws and min 3/4 in. (19 mm) diam steel washers with one anchor bolt in each anchor hook. Where the anchor hooks are beneath the crest of the steel deck, the anchor hooks are to be secured to the metal enclosure with No. 10 by min 1/2 in. (13 mm) long self-drilling, self-tapping steel screws and min 3/4 in. (19 mm) diam steel washers.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — CP 643 5/8" Speed Sleeve, CP 653 and CP 653 BA 4" Speed Sleeve, CP 653 and CP 653 BA 6" Speed Sleeve
5. Fill, Void or Cavity Material* — Sealant — Min 1/4 in. (6 mm) thickness of fill material applied within annulus, flush with top surface of floor or with both surfaces of wall. When max annular space exceeds 1-1/2 in. (38 mm) the min thickness of fill material is 1/2 in. (13 mm).
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE Sealant or FS-ONE MAX Intumescent Sealant
6. Steel Pipe — Nom 4 in. (102 mm) diam (or smaller) Schedule 10 or heavier) steel pipe.
7. Cast or Ductile Iron Pipe — Nom 4 in. (102 mm) diam (or smaller) cast or ductile iron pipe.
8. Conduit — Nom 4 in. (102 mm) diam (or smaller) steel conduit.
9. Electrical Metallic Tubing (EMT) — Nom 4 in. (102 mm) diam (or smaller) steel electrical metallic tubing (EMT).
10. Fill, Void or Cavity Material* — Sealant — Min 1/2 in. (13 mm) thickness of fill material applied within the annulus, flush with top surface of floor or with both surfaces of wall. At the point contact location between pipe covering and gypsum board, a min 1/2 in. (13 mm) foam bead of fill material shall be applied at the pipe covering/gypsum board interface on both surfaces of wall.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

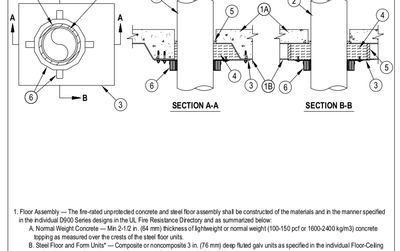
METALLIC PIPE, CONDUIT OR TUBING THROUGH FLOOR 2 HR

Page: 2 of 2

System No. F-A-2025

FA 2025

F Rating — 2 Hr
T Rating — 2 Hr



1. Floor Assembly — The fire-rated unprotected concrete and steel floor assembly shall be constructed of the materials and in the manner specified in the individual D900 Series designs in the UL Fire Resistance Directory and as summarized below:
A. Normal Weight Concrete — Min 2-1/2 in. (64 mm) thickness of lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) concrete topping as measured over the crests of the steel floor units.
B. Steel Floor and Form Units* — Composite or noncomposite 3 in. (76 mm) deep fluted galv units as specified in the individual Floor-Ceiling design. Max diam of opening is 70 in. (1782 mm).
2. Through Penetrants — One or more pipes or tubes to be installed concentrically or eccentrically within the firestop system. The annular space between pipe and periphery of opening shall be min 0 in. (0 mm) and max 1-1/4 in. (32 mm). Pipe to be rigidly supported on both sides of floor assembly. The following types and sizes of nonmetallic pipes may be used:
A. Polyvinyl Chloride (PVC) Pipe — Nom 6 in. (152 mm) diam (or smaller) Schedule 40 solid core or cellular core PVC pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.
B. Chlorinated Polyvinyl Chloride (CPVC) Pipe — Nom 6 in. (152 mm) diam (or smaller) SDR13.5 CPVC pipe for use in closed (process or supply) piping systems.
C. Acrylonitrile Butadiene Styrene (ABS) Pipe — Nom 6 in. (152 mm) diam (or smaller) Schedule 40 solid-core or cellular core ABS pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.
D. Flame Retardant Polypropylene (FRPP) Pipe — Nom 6 in. (152 mm) diam (or smaller) Schedule 40 (or heavier) FRPP pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.
3. Firestop System — The firestop system shall consist of the following:
A. Packing Material — Min 4 in. (102 mm) thickness of non-fuel (20 bpf) mineral wool batt insulation firmly packed into opening as a permanent form. Packing material to be recessed from top surface of floor or both surfaces of wall as required to accommodate the required thickness of fill material.
B. Fill, Void or Cavity Material* — Sealant — Min 1/4 in. (6 mm) thickness of fill material applied within the annulus, flush with top surface of floor or with both surfaces of wall. When max annular space exceeds 1-1/2 in. (38 mm) the min thickness of fill material is 1/2 in. (13 mm).
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

NON METALLIC PIPE THROUGH FLOOR 2 HR

Page: 1 of 2

System No. F-A-2025

FA 2025

3. Metal Plate Enclosure — Min 19 gage steel. Width of plate to be min 12 in. (305 mm). Length of plate (transverse to steel floor unit direction) to be min 12 in. (305 mm) greater than diam of opening. Plate to be centered over opening. Cut plate to fit steel floor units as shown in Fig. 1. Both ends of plate perpendicular to floor unit valleys to be cut to permit the ends to be bent upwards 90 F deg to follow the contour of the floor unit, enclosing the packing material (Item 4) within the areas of the flutes. The contoured plate ends shall be such that the gap between the floor unit and the plate ends is no greater than 1/4 in. (6 mm). As an alternate to bending up ends of plate, min 1/4 in. (6 mm) thickness of fill material (Item 5) shall be applied to completely cover the surface of the mineral wool packing material within the flutes of the steel floor units, between the two ends of the metal enclosure plate and the steel floor units. Circular cutout in plate to tightly follow circumference of nonmetallic pipe with side edges of plate at least 3 in. (76 mm) from circular cutout on all sides. Slit made in plate to permit installation around nonmetallic pipe. Plate to be secured to steel floor units with 1/4-20 by 1-1/4 in. (32 mm) long zinc-plated steel hex-head screws and nuts, spaced max 6 in. (152 mm) o.c. using min 1/4 in. (6 mm) diam by 1-3/4 in. (45 mm) long steel expansion bolts, or equivalent, in conjunction with min 3/4 in. (19 mm) diam steel washers or min 0.145 in. (4 mm) diam by 1-1/4 in. (32 mm) long powder actuated fasteners utilizing a 5/16 in. (8 mm) diam by 1/16 in. (2 mm) thick steel washer. As alternate to the anchors specified above, HIlti 1/4 in. (6 mm) diam by 1-1/4 in. (32 mm) long KWIK-CON II+ concrete screw anchor, Hilti 1/4 in. (6 mm) diam by 1-3/4 in. (44 mm) long KWIK-BOLT 3 steel expansion anchor or Hilti X-CW 27 P8 S15 powder actuated floor pin with integral nom 9/16 in. (15 mm) diam washer may be used. Fasteners to be located approx 1 in. (25 mm) from edges of plate at each corner, at each plate/valley intersection and at both sides of slit made to permit installation around nonmetallic pipe. Fasteners to be located min 3 in. (76 mm) from edges of plate at each corner, at each plate/valley intersection and at both sides of slit made to permit installation around nonmetallic pipe. Fasteners to be located min 3 in. (76 mm) from edges of plate at each corner, at each plate/valley intersection and at both sides of slit made to permit installation around nonmetallic pipe.
4. Packing Material — Mineral wool batt insulation having min density of pcf (64 kg/m3), firmly packed into flutes of steel floor units above metal plate enclosure (Item 3) to completely fill cavities. When ends of metal plate enclosure (Item 3) are not bent up to enclose packing material within the flutes of the steel floor units, between the two ends of the metal enclosure plate and the steel floor units, packing material to be recessed from ends of plate to accommodate the required thickness of the fill material.
5. Fill, Void or Cavity Material* — Sealant — Min 1/2 in. (13 mm) bead of fill material applied around the perimeter of the metal plate enclosure at the interface of the enclosure and steel deck. When ends of metal plate enclosure (Item 3) are not bent up to enclose packing material within the flutes of the steel floor units, between the two ends of the metal enclosure plate and the steel floor units, packing material to be recessed from ends of plate to accommodate the required thickness of the fill material. Fill material shall be applied to the packing material within the flutes of the steel floor units, between the two ends of the metal enclosure plate and the steel floor units.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE Sealant or FS-ONE MAX Intumescent Sealant
6. Firestop Device* — Flange Collar — Firestop collar to be installed in accordance with the accompanying installation instructions. Collar to be installed and latched around the pipe and secured to the wall by the steel deck and to the metal plate enclosure using the anchor hooks provided with the collar. Min of two anchor hooks required for 1-1/2 and 2 in. (38 and 51 mm) diam pipes, min of three anchor hooks required for 3 and 4 in. (76 and 102 mm) diam pipes, and min of four anchor hooks required for 6 in. (152 mm) diam pipes. Where the anchor hooks are beneath the crest of the steel deck, the anchor hooks are to be secured to the metal enclosure with No. 10 by min 1/2 in. (13 mm) long self-drilling, self-tapping steel screws and min 3/4 in. (19 mm) diam steel washers with one anchor bolt in each anchor hook. Where the anchor hooks are beneath the crest of the steel deck, the anchor hooks are to be secured to the metal enclosure with No. 10 by min 1/2 in. (13 mm) long self-drilling, self-tapping steel screws and min 3/4 in. (19 mm) diam steel washers with one anchor bolt in each anchor hook.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — CP 643 5/8" Speed Sleeve, CP 653 and CP 653 BA 4" Speed Sleeve, CP 653 and CP 653 BA 6" Speed Sleeve
7. Fill, Void or Cavity Material* — Sealant — Min 5 in. (127 mm) thickness of fill material applied within the annulus, flush with top surface of floor or with both surfaces of wall.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

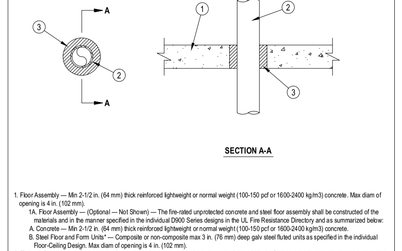
3/8"-1" NON METALLIC PIPE THROUGH FLOOR 2 HR

Page: 2 of 2

System No. F-A-2058

FA 2058

F Rating — 2 Hr
T Rating — 0 Hr



1. Floor Assembly — Min 2-1/2 in. (64 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) concrete. Max diam of opening is 70 in. (1782 mm).
1A. Floor Assembly — (Optional, Not Shown) — The fire-rated unprotected concrete and steel floor assembly shall be constructed of the materials and in the manner specified in the individual D900 Series designs in the UL Fire Resistance Directory and as summarized below:
A. Concrete — Min 2-1/2 in. (64 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) concrete.
B. Steel Floor and Form Units* — Composite or non-composite max 3 in. (76 mm) deep galv steel fluted units as specified in the individual Floor-Ceiling Design. Max diam of opening is 70 in. (1782 mm).
The following types and sizes of nonmetallic pipes or conduits may be used:
A. Polyvinyl Chloride (PVC) Pipe — Nom 2 in. (51 mm) diam (or smaller) Schedule 40 solid or cellular core PVC pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.
B. Chlorinated Polyvinyl Chloride (CPVC) Pipe — Nom 2 in. (51 mm) diam (or smaller) SDR17 CPVC pipe for use in closed (process or supply) piping systems.
2. Through Penetrants — One or more pipes or tubes to be installed concentrically or eccentrically within the firestop system. The annular space between pipe and periphery of opening shall be min 0 in. (0 mm) and max 1-1/2 in. (38 mm). Pipe to be rigidly supported on both sides of floor assembly. The following types and sizes of nonmetallic pipes may be used:
A. Steel Pipe — Nom 2 in. (51 mm) diam (or smaller) Schedule 40 or heavier) steel pipe.
B. Iron Pipe — Nom 2 in. (51 mm) diam (or smaller) cast or ductile iron pipe.
C. Conduit — Nom 2 in. (51 mm) diam (or smaller) steel conduit.
D. Conduit — Nom 2 in. (51 mm) diam (or smaller) steel electrical metallic tubing (EMT).
E. Copper Tubing — Nom 2 in. (51 mm) diam (or smaller) Type L (or heavier) copper tubing.
F. Copper Pipe — Nom 2 in. (51 mm) diam (or smaller) Regular (or heavier) copper pipe.
3. Firestop System — The firestop system shall consist of the following:
A. Fill, Void or Cavity Material* — Sealant — Min 5 in. (127 mm) thickness of fill material applied within the annulus, flush with top surface of floor or with both surfaces of wall.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

4"-9" METALLIC PIPE THROUGH FLOOR 2 HR

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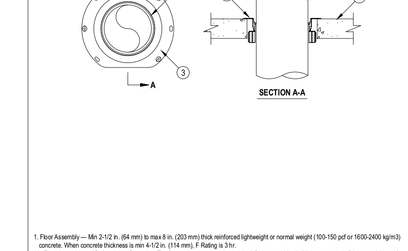
System No. F-A-2213

FA 2213

F Ratings — 2 and 3 Hr (See Items 1, 1A and 4E)
T Ratings — 0, 1/4 and 1/2 Hr (See Items 2, 2A and 4)
L Rating At Ambient — Less Than 1 CFM/sq ft (See Item 3A)
L Rating At 400F — 4 CFM/sq ft (See Item 3A)
W Rating — Class I (See Item 3A)



1. Floor or Wall Assembly — Min 4-1/2 in. (114 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) concrete. Wall may also be constructed of any UL Classified Concrete Blocks*. Max area of opening is 31.67 ft2 (1.65 m2) with max dimension of 64 in. (1.6 m). See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufacturers.
2. Steel Duct — Max 50 by 30 in. (762 by 762 mm) Rs. 24 gauge (or heavier) steel duct. One duct to be installed within the firestop system with a max annular space of 1 in. (25 mm). Duct to be rigidly supported on both sides of floor or wall assembly.
3. Firestop System — The firestop system shall consist of the following:
A. Packing Material — Min 2 in. (51 mm) thickness of min 4 pcf (64 kg/m3) mineral wool batt insulation firmly packed into opening as a permanent form. Packing material to be recessed from top surface of floor or both surfaces of wall as required to accommodate the required thickness of fill material.
B. Fill, Void or Cavity Material* — Sealant — Min 1/4 in. (6 mm) thickness of fill material applied within the annulus, flush with top surface of floor or with both surfaces of wall.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE Sealant or FS-ONE MAX Intumescent Sealant
3A. Pipe Covering** — (Not Shown) — As an alternate to Item 3, max 2 in. (51 mm) thick cylindrical calcium silicate (min 14 pcf) units sized to the outside diameter of the pipe or tube may be used. Pipe insulation to be secured with min 0.5 mil (0.013 mm) stainless steel bands or min 18 AWG stainless steel wire spaced max 12 in. (305 mm) o.c. When the alternate pipe covering is used, the T and F Ratings shall be as specified in Item 2 above.
3B. Pipe Covering** — (Not Shown) — Any Pipe Insulation, Category in the Building Materials Directory for names of manufacturers. Any pipe covering material meeting the above specifications and bearing the UL Classification Marking with a Flame Spread Index of 25 or less and a Smoke Developed Index of 50 or less may be used.
4. Fill, Void or Cavity Material* — Sealant — For 1 and 2 hr F and FH Ratings, min 5/8 in. (16 mm) thickness of fill material applied within the annulus, flush with both surfaces of wall. For 3 hr F and FH Rating, min 1 in. (25 mm) thickness of fill material applied within the annulus, flush with both surfaces of wall. At the point contact location between pipe covering and gypsum board, a min 1/2 in. (13 mm) foam bead of fill material shall be applied at the pipe covering/gypsum board interface on both surfaces of wall.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

MULTIPLE METALLIC PIPE CONDUIT AT FLOOR 2 HR

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System No. F-A-3099

FA 3099

ANSI/ULI479 (ASTM E814)	CAN/ULC S115
F Rating — 3 Hr	F Rating — 3 Hr
T Ratings — 0 and 3/4 Hr (See Item 2)	FT Ratings — 0 and 3/4 Hr (See Item 2)
	FH Rating — 2 Hr
	FTH Ratings — 0 and 3/4 Hr (See Item 2)

1. Floor or Wall Assembly — Min 4-1/2 in. (114 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) concrete. Wall may also be constructed of any UL Classified Concrete Blocks*. Max area of opening is 31.67 ft2 (1.65 m2) with max dimension of 64 in. (1.6 m). See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufacturers.
2. Through Penetrant — One or more pipes or tubes to be installed within the opening. The total number of through-penetrants is dependent on the size of the opening and types and sizes of the penetrants. Any combination of the penetrants described below may be used provided that the following parameters relative to the annular spaces and the spacings between the pipes are maintained. The separation between cable bundles, conduits and pipes shall be min 0 in. (0 mm) and max 3 in. (76 mm). The annular spaces between penetrants and the periphery of opening shall be a min 1/2 in. (13 mm) to max 3 in. (76 mm). Pipes or tubes to be rigidly supported on both sides of floor or wall assembly. The following types and sizes of metallic pipes or conduits may be used:
A. Copper Tubing — Nom 3 in. (76 mm) diam (or smaller) Type L (or heavier) copper tube.
B. Copper Pipe — Nom 3 in. (76 mm) diam (or smaller) Regular (or heavier) copper pipe.
C. Steel Pipe — Nom 3 in. (76 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.
D. Iron Pipe — Nom 3 in. (76 mm) diam (or smaller) cast or ductile iron pipe.
E. Conduit — Nom 3 in. (76 mm) diam (or smaller) steel conduit (ECT).
F. Flexible Steel Conduit — Nom 1 in. (25 mm) diameter (or smaller) flexible steel conduit.
See Flexible Metal Conduit (DXUZ) category in the Electrical Construction Material Directory for names of manufacturers.
G. Through-Penetrating Product* — Flexible Metal Piping — The following types of steel flexible metal gas piping may be used:

1) Nom 2 in. (51 mm) diam (or smaller) steel flexible metal gas piping. Plastic covering on piping may or may not be removed on both sides of floor or wall assembly.
OMEGA FLEX INC
2) Nom 1 in. (25 mm) diam (or smaller) steel flexible metal gas piping. Plastic covering on piping may or may not be removed on both sides of floor or wall assembly.
GASTITE, DIV OF TITEFLEX
3) Nom 2 in. (51 mm) diam (or smaller) steel flexible metal gas piping. Plastic covering on piping may or may not be removed on both sides of floor or wall assembly.
WARD MFG LLC
The hourly T Rating is 3/4 hr when a pipe or tube with fiber-glass insulation is used, or 0 hr when a pipe or tube, a pipe or tube with ABJPVC insulation or a cable bundle is used. The T Rating is 0 hr when metallic penetrants without pipe insulation are used.
3. Pipe Insulation — (Optional)—The following types of pipe insulation may be used with metallic penetrants (Items 2A, 2B, 2C, 2D and 2F):
A. Pipe Covering — Nom 1 in. (25 mm) thick (or thinner) hollow cylindrical heavy density (min 3.5 pcf or 56 kg/m3) glass fiber units jacketed on the outside with an all service jacket. Longitudinal joints sealed with metal fasteners or factory-applied self-sealing lap tape. Transverse joints sealed with metal fasteners or factory-applied self-sealing butt strips.
See Pipe and Equipment Covering - Materials (BRGU) category in the Building Materials Directory for names of manufacturers. Any pipe covering material meeting the above specifications and bearing the UL Classifica tion Marking with a Flame Spread Index of 25 or less and a Smoke Developed Index of 50 or less may be used.
B. Tube Insulation-Pastic+++ — Nom 3/4 in. (19 mm) thick (or thinner) acrylonitrile butadiene/polyvinyl chloride (ABJPVC) flexible foam furnished in the form of tubing.
See Plastic+++ (QMFZ) category in the Plastics Recognized Component Directory for names of manufacturers. Any Recognized Component Plastic+++ material meeting the above specifications and bearing the UL Classification Marking may be used in the system.
4. Cables — Max 2in. (51 mm) diam light bundle of cables installed within the opening and tightly supported on both sides of floor or wall assembly. The space between the cables and periphery of the opening shall range from min 2 in. (51 mm) to max 4 in. (102 mm). Any combination of the following types and sizes of metallic conductor of fiber optic cable may be used:
A. Max 500 kcmil single copper conductor power cable with thermoplastic insulation and polyvinyl chloride (PVC) jacket.
B. Max 350 per No. 26 AWG copper conductor telecommunication cables with PVC insulation and jacket material.
C. Max 1TC copper conductor No. 12 AWG multiconductor power and control cables with PVC or cross-linked polyethylene (XLPE) insulation and PVC jacket.
D. Multiple fiber optical communication cables jacketed with PVC and having a max outside diam of 1/2 in. When fiber optic cable is used, T, FT and FTH Rating is 3/4 hr.
E. Max 3/C copper conductor No. 12 AWG with bare aluminum ground, polyvinyl chloride (PVC) insulated steel, Metal-clad cables - When MC cable is used, T, FT and FTH Rating is 0 hr.
AFC CABLE SYSTEMS INC

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

MULTIPLE CABLES AT FLOOR/WALL 2 HR

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System No. F-A-2213

FA 2213

3. Firestop Device* — Drop-in firestop device installed in core-drilled or sleeved opening in concrete floor assembly in accordance with accompanying installation instructions. The firestop device shall be secured to the top surface of the floor with three 1/4-in. (6 mm) by nom 1-1/4 in. (32 mm) long steel expansion bolts or screw anchors (installed in a triangular fashion through holes provided). As alternates to the anchors specified above, Hilti 1/4-in. (6 mm) diam by 1-1/4 in. (32 mm) long KWIK-CON II+ concrete screw anchor, Hilti 1/4 in. (6 mm) diam by 1-3/4 in. (45 mm) long KWIK-BOLT 3 steel expansion anchor or Hilti 1/4 in. (6 mm) by 3/4 in. (19 mm) long Metal HIT Anchor may be used. In addition, for nom 2-in. (51 mm), 3 in. and 4 in. (102 mm) firestop devices, four 11/16 in. (18 mm) long Hilti X-GR P 19 MX steel fasteners may be installed through the steel flange, two on each side. The firestop devices shall be installed as detailed in the following table:

Core Hole or Sleeve Diam, In. (mm)	Firestop Device	Nom Diam of Through-Penetrant, In. (mm)
4 (102)	CFS-DID 2"MD	2 (51) or smaller*
5 (102)	CFS-DID 2"MD	3 (76)
6 (152)	CFS-DID 4"MD	4 (102)
9 (229)	CFS-DID 6"MD	6 (152)

* For 6-in. (152 mm) diam, Adapter and Top Seal Plug is required to be used.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — CFS-DID 2"MD, CFS-DID 2"MD, CFS-DID 4"MD, CFS-DID 6"MD
3A. Firestop Device* — Wide Barrier Module — (Optional, Not Shown) - Used in combination with the CFS-DID device and supplied by device manufacturer. Module is threaded onto top of device.
W Rating and L Rating apply only when water barrier module is used.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — Water Barrier Module
4. Through-Penetrant — One or more pipes or tubes to be installed within the firestop device. Pipe to be rigidly supported on both sides of floor assembly. The following types of pipe may be used:
A. Polyvinyl Chloride (PVC) Pipe — Nom 6 in. (152 mm) diam (or smaller) Schedule 40 solid core or cellular core PVC pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.
B. Acrylonitrile Butadiene Styrene (ABS) Pipe — Nom 6 in. (152 mm) diam (or smaller) Schedule 40 solid-core or cellular core ABS pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.
C. Chlorinated Polyvinyl Chloride (CPVC) Pipe — Nom 6 in. (152 mm) diam (or smaller) SDR 13.5 CPVC pipe for use in closed (process or supply) piping systems. The T Rating for the firestop system is limited to 2 hr when this penetrant is used.
D. Flame Retardant Polypropylene (FRPP) Pipe — Nom 6 in. (152 mm) diam (or smaller) Schedule 40 (or heavier) FRPP pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.
E. Polypropylene (PP) Pipe — Nom 2 in. (50 mm) OD, (or smaller) Aquatherm Greenpipe SDR 11 PP-RS pipe for use in closed (process or supply) piping systems. The T Rating for the firestop system is limited to 2 hr when this penetrant is used.
T Rating is 1/4 hr when Pipe E is used.

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

4"-9" METALLIC PIPE THROUGH FLOOR 2 HR

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System No. F-A-2213

FA 2213

5. Firestop System — The firestop system shall consist of the following:
A. Packing Material — Min 4 in. (102 mm) thickness of min 4 pcf (64 kg/m3) mineral wool batt insulation firmly packed into opening as a permanent form. Packing material to be recessed from top surface of floor or both surfaces of wall as required to accommodate the required thickness of fill material. When packed space exceeds 1-1/2 in. (38 mm) the min thickness of fill material is 1/2 in. (13 mm).
B. Fill, Void or Cavity Material* — Sealant — Min 1/4 in. (6 mm) thickness of fill material applied within the annulus, flush with top surface of floor or with both surfaces of wall. When max annular space exceeds 1-1/2 in. (38 mm) the min thickness of fill material is 1/2 in. (13 mm).
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

MULTIPLE CABLES AT FLOOR/WALL 2 HR

Page: 2 of 2

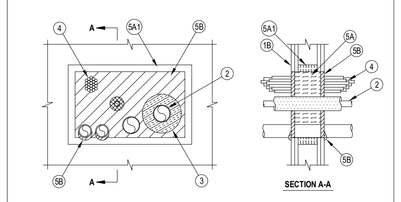
System No. F-A-3099

FA 3099

1) Nom 2 in. (51 mm) diam (or smaller) steel flexible metal gas piping. Plastic covering on piping may or may not be removed on both sides of floor or wall assembly.
OMEGA FLEX INC
2) Nom 1 in. (25 mm) diam (or smaller) steel flexible metal gas piping. Plastic covering on piping may or may not be removed on both sides of floor or wall assembly.
GASTITE, DIV OF TITEFLEX
3) Nom 2 in. (51 mm) diam (or smaller) steel flexible metal gas piping. Plastic covering on piping may or may not be removed on both sides of floor or wall assembly.
WARD MFG LLC
The hourly T Rating is 3/4 hr when a pipe or tube with fiber-glass insulation is used, or 0 hr when a pipe or tube, a pipe or tube with ABJPVC insulation or a cable bundle is used. The T Rating is 0 hr when metallic penetrants without pipe insulation are used.
3. Pipe Insulation — (Optional)—The following types of pipe insulation may be used with metallic penetrants (Items 2A, 2B, 2C, 2D and 2F

System No. W-L-8079

ANSI/UL 1479 (ASTM E814)	CAN/ULC S115
F Ratings — 1 and 2 Hr (See Item 1)	F Ratings — 1 and 2 Hr (See Item 1)
T Ratings — 0, 1/2, 3/4, 1-1/2 and 2 Hr (See Items 1, 2, 3 and 4)	FT Ratings — 0, 1/2, 3/4, 1-1/2 and 2 Hr (See Items 1, 2, 3 and 4)
	FH Ratings — 1 and 2 Hr (See Item 1)
	FTH Ratings — 0, 1/2, 3/4, 1-1/2 and 2 Hr (See Items 1, 2, 3 and 4)



System tested with a pressure differential of 2.5 Pa between the exposed and the unexposed surfaces with the higher pressure on the exposed side.

1. Wall Assembly — The 1 or 2 hr fire rated gypsum board/steel wall assembly shall be constructed of the materials and in the manner specified in the individual U300, U400, V400 or W400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
   A. Studs — Wall framing may consist of either wood studs or channel shaped steel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced max 16 in. (406 mm) OC. Steel studs to be min 3-1/2 in. (89 mm) wide and spaced max 24 in. (610 mm) OC. When steel studs are used, the horizontal members (runners) shall be installed at the floor and ceiling with the leg of the runner facing inward. When the additional framing members are used to frame the opening, the fourth T, FT and FTH Ratings of the firestop system are 0 hr.
   B. Gypsum Board* — 5/8 in. (16 mm) thick with square or tapered edges. The gypsum board type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual U300, U400 or V400 Wall and Partition Design. If the firestop penetrants are installed in a wood studgypsum board assembly, the max area of square, rectangular, or circular opening is 215 sq in. (1355 cm²) with max dimension of 14-1/2 in. (368 mm). If the through penetrants are installed in a steel studgypsum board assembly, max area of square, rectangular, or circular opening is 240 sq in. (1548 cm²) with max dimension of 20 in. (508 mm) wide.

   The hourly F and FH Ratings of the firestop system are equal to the hourly fire rating of the wall assembly in which it is installed.

MULTIPLE PIPES, CONDUIT AT GYP WALL 1-2 HR

System No. W-L-8079

2. Through-Penetrant — One or more pipes, conduit or tubes to be installed within the opening. The total number of through-penetrants is dependent on the size of the opening and the types and sizes of the penetrants. Any combination of the penetrants described below may be used provided that the following parameters relative to the annular spaces and the spacing between the through-penetrants are maintained. The separation between the penetrants shall be min 1 in. (25 mm) to max 20 in. (508mm). The annular space between penetrants and the periphery of opening shall be min 0 in. (point contact) to max 20 in. (508 mm). Pipes, conduit or tubes to be rigidly supported on both sides of wall assembly. The following types and sizes of pipes, conduit or tubes may be used:
   A. Steel Pipe — Nom 30 in. (762 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.
   B. Copper Pipe — Nom 3 in. (76 mm) diam (or smaller) Type L (or heavier) copper pipe.
   C. Steel Conduit — Nom 4 in. (102 mm) diam (or smaller) steel electrical metallic tubing.
   D. Iron Pipe — Nom 4 in. (102 mm) diam (or smaller) cast or ductile iron pipe.
   E. Conduit — Nom 3 in. (76 mm) diam (or smaller) electric metallic tubing (EMT) or rigid steel conduit.
   F. Polyvinyl Chloride (PVC) Pipe — Nom 2 in. (51 mm) diam (or smaller) Schedule 40 cellular or solid core PVC pipe for use in closed (process or supply) piping systems.
   G. Chlorinated Polyvinyl Chloride (CPVC) Pipe — Nom 2 in. (51 mm) diam (or smaller) SDR 13.5 CPVC pipe for use in closed (process or supply) piping systems.

   The T, FT and FTH Ratings are 0 Hr if bare pipe and tubing is used.

3. Pipe Insulation — One or more metallic penetrants (pipe or tubing) may be insulated with the following types of pipe coverings:
   A. Pipe Covering* — Min 1 in. (25 mm) to max 2 in. (51 mm) thick hollow cylindrical heavy density min 3.5 pcf (56 kg/m³) glass fiber units supplied with a self-sealing longitudinal lap and butt strips. Thickness and density to be same as listed in factory-sealed self-sealing lap type. Transverse joints secured with metal fasteners or with butt tape supplied with the product.

   See Pipe and Equipment Covering - Materials (BRGU) category in the Building Materials Directory for names of manufacturers. Any pipe covering material meeting the above specifications and bearing the UL Classification Marking with a Flame Spread Index of 25 or less and a Smoke Developed Index of 50 or less may be used.

   B. Tube Insulation Plastics* — Min 1/2 in. (13 mm) to max 3/4 in. (19 mm) thick acrylonitrile butadiene/polyvinyl chloride (ABP/VC) flexible foam furnished in the form of tubing.

   See Plastics (QMFZ) category in the Plastics Recognized Component Directory for names of manufacturers. Any Recognized Component tube insulation material meeting the above specifications and having a UL 94 Flammability Classification of 94-5VA may be used.

   The annular space between the insulated penetrants and the periphery of the opening shall be min 0 in. (0 mm, point contact) The separation between the insulated penetrants and other penetrants shall be a min 1 in. (25 mm).

   The T, FT and FTH Ratings are 1-1/2 hour if item 3B is used. The T, FT and FTH Ratings are 2 hr if item 3A is used.

MULTIPLE PIPES, CONDUIT AT GYP WALL 1-2 HR

System No. W-L-8079

4. Cables — One max 3 in. (76 mm) diam bundle of cables installed within the opening and rigidly supported on both surfaces of wall. The annular space between the tightly-bundled cables and the periphery of the opening shall be min 0 in. (point contact) to max 20 in. (508 mm). The separation between the cable bundle and the other penetrants shall be min 1 in. (25 mm) to max 20 in. (508 mm). Any combination of the following types and sizes of cables may be used:
   A. Max 25 pair No. 24 AWG telephone cable with polyvinyl chloride (PVC) insulation and jacket.
   B. Max 7C No. 12 AWG copper conductor power and control cable with PVC or cross-linked polyethylene (XLPE) insulation and PVC jacket.
   C. Multiple fiber optical communication cable jacketed with PVC and having a max outside diam of 1/2 in. (13 mm).
   D. Max 3C No. 8 AWG with bare aluminum ground, PVC insulated steel Metal-Clad+ Cable currently Classified under the Through Penetrating Product* (XHLY) category.
   E. Max 3/C (with ground) No. 8 AWG (or smaller) nonmetallic sheathed (Romex) cable with PVC insulation and jacket materials.
   F. RG/U coaxial cable with polyethylene (PE) insulation and polyvinyl chloride (PVC) jacket having a max outside diam of 1/2 in. (13 mm).
   G. Max 3/4 in. (19 mm) diam copper ground cable with or without PVC jacket.
   H. Max 1-1/4in. (32 mm) Diam single or multi conductor internal-insulated copper-clad cable.

   The T, FT and FTH Ratings are 1/4 hr if cables D, G and H are used. The T, FT and FTH Ratings are 3/4 Hr for any other combination.

4A. Through-Penetrants — (Not shown) - Max six nom 1 in. (25 mm) diam (or smaller) flexible steel conduits to be installed either concentrically or eccentrically within the firestop system. The annular space between the conduits and the periphery of the opening shall be nom 0 in. (point contact) to max 3 in. (76 mm). Conduits to be rigidly supported on both sides of wall. The T, FT and FTH Ratings are 0 Hr if this penetrant is used.

4B. Through-Penetrants — (Not Shown) - Max twelve nom 3/8 in. (10 mm) diam (or smaller) polyvinyl chloride (PVC) pneumatic tubing for use in closed (process or supply) piping systems. Tubing to be installed either concentrically or eccentrically within the firestop system. The annular space between the tubing and the periphery of the opening shall be min 0 in. (point contact) to max 1 in. (25 mm). Tubing to be rigidly supported on both sides of wall.

5. Firestop System — The firestop system shall consist of the following:
   A. Packing Material — An 2 hr fire rated wall assemblies, min 4-3/4 in. (121 mm) thickness of min 4 pcf (64 kg/m³) mineral wool batt insulation firmly packed as a backer around the perimeter of opening as a permanent form. When additional framing members are used to frame the opening (see Item 1A), this packing material is optional. Packing material can be used in combination with the additional framing members.
   B. Fill, Void or Cavity Material* — Sealant — Min 5/8 in. (16 mm) thickness of fill material applied within annulus, flush with both surfaces of wall. For wall assemblies rated for 2 hr, a backer material must be used to center the sealant at mid-depth of the annulus. Backer material to be min 1/2 in. (13 mm) diam closed-cell polyethylene foam backer rod. Fill material shall be applied at the gypsum board/steel wall interface on both surfaces of wall.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-One Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

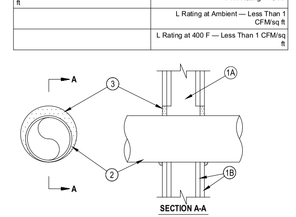
+ Bearing the UL Listing Mark

Bearing the UL Recognized Component Mark

MULTIPLE PIPES, CONDUIT AT GYP WALL 1-2 HR

System No. W-L-1054

ANSI/UL 1479 (ASTM E814)	CAN/ULC S115
F Ratings — 1 and 2 Hr (See Items 1 and 3)	F Ratings — 1 and 2 Hr (See Items 1 and 3)
T Rating — 0 Hr	FT Rating — 0 Hr
L Rating at Ambient — Less Than 1 CFM/sq ft	FH Ratings — 1 and 2 Hr (See Items 1 and 3)
L Rating at 400 F — Less Than 1 CFM/sq ft	FTH Rating — 0 Hr
	L Rating at Ambient — Less Than 1 CFM/sq ft
	L Rating at 400 F — Less Than 1 CFM/sq ft



1. Wall Assembly — The 1 or 2 hr fire-rated gypsum wallboard/steel wall assembly shall be constructed of the materials and in the manner specified in the individual U300 or U400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
   A. Studs — Wall framing may consist of either wood studs or steel channel shaped studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced 16 in. (406 mm) OC. Steel studs to be min 3-1/2 in. (89 mm) wide and spaced max 24 in. (610 mm) OC. When steel studs are used, the horizontal members (runners) shall be installed at the floor and ceiling with the leg of the runner facing inward. When the additional framing members are used to frame the opening, the fourth T, FT and FTH Ratings of the firestop system are 0 hr.
   B. Gypsum Board* — 5/8 in. (16 mm) thick with square or tapered edges. The gypsum board type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual U300 or U400 Wall and Partition Design. If the firestop penetrants are installed in a wood studgypsum board assembly, the max area of square, rectangular, or circular opening is 215 sq in. (1355 cm²) with max dimension of 14-1/2 in. (368 mm). If the through penetrants are installed in a steel studgypsum board assembly, max area of square, rectangular, or circular opening is 240 sq in. (1548 cm²) with max dimension of 20 in. (508 mm) wide.

   The hourly F and FH Ratings of the firestop system are equal to the hourly fire rating of the wall assembly in which it is installed.

METALLIC PIPES, CONDUIT AT GYP WALL 1-2 HR

System No. W-L-1054

2. Through-Penetrants — One metallic pipe, conduit or tubing to be installed either concentrically or eccentrically within the firestop system. The annular space shall be min 0 in. to max 2-1/4 in. (57 mm). Pipe may be installed with continuous point contact. Pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:
   A. Steel Pipe — Nom 30 in. (762 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.
   B. Copper Pipe — Nom 6 in. (152 mm) diam (or smaller) Type L (or heavier) copper pipe.
   C. Conduit — Nom 4 in. (102 mm) diam (or smaller) steel electrical metallic tubing or 6 in. (152 mm) , diam steel conduit.
   D. Copper Tubing — Nom 6 in. (152 mm) diam (or smaller) Type L (or heavier) copper tubing.
   E. Copper Pipe — Nom 6 in. (152 mm) diam (or smaller) regular (or heavier) copper pipe.

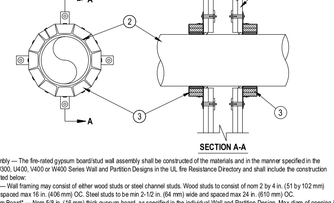
3. Fill, Void or Cavity Material* — Sealant — Min 5/8 in. (16 mm) thickness of fill material applied within the annulus, flush with both surfaces of wall. At the point or continuous contact locations between pipe and wall, a min 1/2 in. (13 mm) diam bead of fill material shall be applied at the pipe wall interface on both surfaces of wall.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-One Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

METALLIC PIPES, CONDUIT AT GYP WALL 1-2 HR

System No. W-L-2078

F Ratings — 1 and 2 Hr (See Item 1)
T Ratings — 0, 1 and 2 Hr (See Items 2 and 3)
L Rating At Ambient — 3 CFM/sq ft
L Rating At 400 F — Less Than 1 CFM/sq ft



1. Wall Assembly — The fire-rated gypsum board/steel wall assembly shall be constructed of the materials and in the manner specified in the individual U300, U400, V400 or W400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the construction features noted below:
   A. Studs — Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced max 16 in. (406 mm) OC. Steel studs to be min 2-1/2 in. (64 mm) wide and spaced max 24 in. (610 mm) OC.
   B. Gypsum Board* — Nom 5/8 in. (16 mm) thick gypsum board, as specified in the individual Wall and Partition Design. Max diam of opening is 11-1/2 in. (292 mm).
2. Through-Penetrants — One metallic pipe, conduit or tubing to be installed within the firestop system. The annular space between pipe and periphery of opening shall be min 0 in. (point contact) to max 1/2 in. (13 mm). Pipe or conduit to be rigidly supported on both sides of the wall assembly. The following types and sizes of nonmetallic pipes may be used:
   A. Polyvinyl Chloride (PVC) Pipe — Nom 10 in. (254 mm) diam (or smaller) Schedule 40 cellular or cellular core PVC pipe for use in closed (process or supply) or vented (drain, waste or vent) piping system.
   B. Chlorinated Polyvinyl Chloride (CPVC) Pipe — Nom 10 in. (254 mm) diam (or smaller) SDR13.5 CPVC pipe for use in closed (process or supply) piping system.
   C. Acrylonitrile Butadiene Styrene (ABS) Pipe — Nom 8 in. (102 mm) diam (or smaller) Schedule 40 solid-core or cellular core ABS pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.
   D. Flame Retardant Polypropylene (FRPP) Pipe — Nom 6 in. (152 mm) diam (or smaller) Schedule 40 FRPP pipe for use in closed (process or supply) or vented (drain, waste or vent) piping system.
   E. Polyvinylidene Fluoride (PVDF) Pipe — Nom 4 in. (102 mm) diam (or smaller) PVDF pipe for use in closed (process or supply) or vented (drain, waste or vent) piping system.

   When max 6 in. diam pipe is used, T Rating is equal to the hourly fire rating of the wall. When nom 8 in. or 10 in. (203 or 256 mm) diam pipe is used, T Rating is 0 hr.

NON-METALLIC PIPES, CONDUIT AT GYP WALL 1-2 HR

System No. W-L-2078

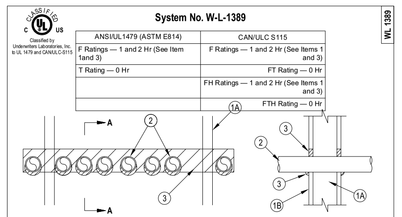
3. Firestop Device* — Firestop Collar — Firestop collar shall be installed in accordance with the accompanying installation instructions. Collar to be installed and latched around the pipe and secured to both sides of the wall using the anchor hooks provided with the collar. Minimum two anchor hooks for 1-1/2 and 2 in. (38 and 51 mm) diam pipes, three anchor hooks for 3 and 4 in. (76 and 102 mm) diam pipes, four anchor hooks for 6 in. (152 mm) diam pipes, two anchor hooks for 8 in. (203 mm) diam pipes and twelve anchor hooks for 10 in. (254 mm) diam pipes. The anchor hooks are to be secured to the surface of wall with 3/16 in. (4.8 mm) diam by 2-1/2 in. (64 mm) long steel toggle bolts along with washers. As an alternate to steel toggle bolts, 1/4 in. (6.4 mm) diam by 1-1/4 in. (32 mm) long steel hex head concrete screws may be used for laminate screws with 3/4 in. (19 mm) steel washers may be used. Where the drywall or laminate screw is used, T Rating shall not exceed 1 hr.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — CP 643 SW 51% CP 643 453/2% CP 643 90/7% CP 643 110/4% CP 643 160/6% CP 644 200/8" and CP 644 250/10" Firestop Collar
4. Fill, Void or Cavity Material* — Sealant – (Not Shown) — Min 1/2 in. (13 mm) thickness of sealant applied within the annular space for nom 6 in. and 10 in. (203 and 254 mm) diam pipes, flush with each side of wall. Sealant in annular space is optional for max 8 in. (152 mm) diam pipes. A min 1/4 in. (6 mm) thickness of sealant is required within the annular space, flush with each side of wall, to attain the L Ratings for max 8 in. (152 mm) diam pipes.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-One Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

NON-METALLIC PIPES, CONDUIT AT GYP WALL 1-2 HR

System No. W-L-1389

ANSI/UL 1479 (ASTM E814)	CAN/ULC S115
F Ratings — 1 and 2 Hr (See Item 1 and 3)	F Ratings — 1 and 2 Hr (See Items 1 and 3)
T Rating — 0 Hr	FT Rating — 0 Hr
	FH Ratings — 1 and 2 Hr (See Item 1 and 3)
	FTH Rating – 0 Hr



1. Wall Assembly — The 1 or 2 hr fire-rated gypsum board/steel wall assembly shall be constructed of the materials and in the manner described in the individual U400, V400 or W400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
   A. Studs — Wall framing shall consist of min 5-5/8 in. (92 mm) wide steel studs spaced max 24 in. (610 mm) OC.
   B. Gypsum Board* — Nom 5/8 in. (16 mm) thick gypsum board, as specified in the individual Wall and Partition Design. Max height of opening is 9-1/2 in. (89 mm). Max width of opening is 22 in. (813 mm).

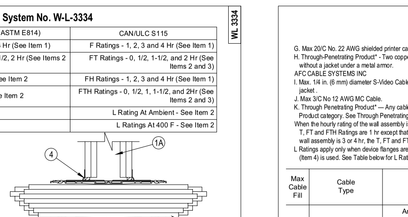
   The hourly F, FH Ratings of the firestop system are equal to the hourly fire rating of the wall assembly in which it is installed.
2. Through Penetrants — Multiple pipes or conduits installed in single layer only within the firestop system. The annular space between the pipes and conduits and the edges of the opening shall be min 0 in. (0 mm, point contact) to max 1-3/8 in. (35 mm). The separation between pipes and conduits to be a min 0 in. (0 mm, point contact) to a max 1-1/4 in. (32 mm). Pipes and conduits to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes or conduits may be used:
   A. Steel Pipe — Nom 4 in. (102 mm) diam (or smaller) Schedule 40 (or heavier) steel pipe.
   B. Conduit — Nom 2 in. (51 mm) diam (or smaller) rigid steel conduit or steel electrical metallic tubing (EMT).
3. Fill Void or Cavity Materials* - Sealant — Min 5/8 in. (16 mm) thickness of fill material installed to completely fill annular space between pipes, conduits and gypsum flush with each surface of wall. Min 1/2 in. (13 mm) diam bead of fill material applied to the through penetrant/wall interface at the point contact locations on both sides of the wall. The 2 hour F, FH Ratings apply only when FS-ONE Sealant is used.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

MULTIPLE PIPES, CONDUIT AT GYP WALL 1-2 HR

System No. W-L-3334

ANSI/UL1479 (ASTM E814)	CAN/ULC S115
F Ratings – 1, 2, 3 and 4 Hr (See Item 1)	F Ratings – 1, 2, 3 and 4 Hr (See Item 1)
T Ratings – 0, 1/2, 1, 1-1/2, 2 Hr (See Items 2 and 3)	FT Ratings – 0, 1/2, 1-1/2, 2 and 2Hr (See Items 2 and 3)
L Rating At Ambient - See Item 2	FH Ratings - 1, 2, 3 and 4 Hr (See Item 1)
L Ratings At 400 F - See Item 2	FTH Ratings -0, 1/2, 1, 1-1/2, and 2Hr (See Items 2 and 3)
	L Rating At Ambient - See Item 2
	L Ratings At 400 F - See Item 2



1. Wall Assembly — The 1, 2, 3 or 4 hr fire rated gypsum board/steel wall assembly shall be constructed of the materials and in the manner described within the individual U300, U400, V400 or W400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall incorporate the following construction features:
   A. Studs — Wall framing shall consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced max 16 in. (406 mm) OC. When steel studs are used, the studs to be min 3-1/2 in. (89 mm) wide and spaced max 24 in. (610 mm) OC for 1 and 2 hr wall assemblies. Steel Studs to be min 3-1/2 in. (89 mm) wide for 3 and 4 hr wall assemblies. Steel studs to be min 3-1/2 in. (89 mm) wide when 24 in. (610 mm) thick gypsum board is used (see Item 1B).
   B. Gypsum Board* — Nom 5/8 in. (16 mm) thick gypsum board as specified in the individual Wall and Partition Design. Alternately, for 1 and 2 hr rated walls only, min one layer of nom 3/4 in. (19 mm) thick gypsum board on each side of wall as specified in the individual Wall and Partition Design may be used. Opening in gypsum board to be max 3-1/2 in. (64 mm) diam for 2" device and max 4-1/2 in. (114 mm) diam for 4" device.

   The T, FT and FTH Ratings of the firestop system are dependent upon the hourly rating of the wall in which it is installed
2. Cables — Within the firestop device, single cable to each FHW device. As cables may vary in diameter, it is to be tightly bundled within the device and rigidly supported on both sides of wall assembly. Any combination of the following types of cables may be used:
   A. Max 102 pair No. 24 AWG (or smaller) copper conductor telecommunication cable with polyvinyl chloride (PVC) jacketing and insulation.
   B. Max 7C No. 12 AWG copper conductor control cable with PVC or XLPE jacket and insulation.
   C. Max 4/0 AWG Type RHH plywood cable.
   D. Max 4 pr No. 22 AWG Cat 5 or Cat 6 computer cables.
   E. Max RG 6/U coaxial cable with fluorinated ethylene insulation and jacketing.
   F. Fiber optic cable with polyvinyl chloride (PVC) or polyethylene (PE) jacket and insulation having a max diam of 1/2 in. (13 mm).
   G. Max 2/0 AWG Type RHW plywood cable.
   H. Max 4/0 AWG Type RHH plywood cable.
   I. Max 4 pr No. 22 AWG Cat 5 or Cat 6 computer cables.
   J. Max RG 6/U coaxial cable with fluorinated ethylene insulation and jacketing.
   K. Fiber optic cable with polyvinyl chloride (PVC) or polyethylene (PE) jacket and insulation having a max diam of 1/2 in. (13 mm).

MULTIPLE CABLES AT GYP WALL 1-2 HR

System No. W-L-3334

G. Max 250" No. 22 AWG shielded printer cable with PVC jacket.
H. Through-Penetrating Product* – Ten copper conductors No. 18 AWG (or smaller) Power or Non-Power Limited Fire Alarm Cable with or without a shield under a metal armor.
   AFC CABLE SYSTEMS INC
I. Max 14 in. (6 mm) diameter 5-Video Cable consisting of 2 max 24 AWG 75 ohm coax or twisted pair cable with PE insulation and PVC jacket.
J. Max 3/C No.12 AWG XHHW Cable.
K. Through-Penetrating Product* – Any cables, Armored Cable+ or Metal Clad Cable currently Classified under the Through-Penetrating Product* (XHLY) or Through-Penetrating Product (XHJU) category in the Fire Resistance Directory for names of manufacturers.
   When the hourly rating of the wall assembly is 1 hr, the T, FT and FTH Ratings are 0 hr. When the hourly rating of the wall assembly is 2 hr, the T, FT and FTH Ratings are 1 hr except that, when 2-in 2K is used, the T, FT and FTH Ratings are 1/2 hr. When the hourly rating of the wall assembly is 3 or 4 hr, the T, FT and FTH Ratings are 1-1/2 and 2 hr, respectively.
L. Ratings apply only when device flanges are used. L Ratings vary depending on whether the gasketing material (see Item 3) or the sealant (Item 4) is used. See Table below for L Ratings.

Max Cable Fill	Cable Type	L Rating, CFM/Sq Ft				L Rating, CFM			
		Ambient		400°F		Ambient		400°F	
		Sealant	Gasket	Sealant	Gasket	Sealant	Gasket	Sealant	Gasket
0%	—	Less than 1		Less than 1	2.7	Less than 1		Less than 1	Less than 1
100%	Item 2D only	4.9	4.9	5.1	3.5	Less than 1	Less than 1	Less than 1	Less than 1
Any cables (Item 2) in combination									

3. Wiring Devices — Wiring device consists of 2 gangs of steel box with an inner 3 deep housing, 2 recessed metal mud rings, 2 steel inner 4 faceplates and 2 steel outer faceplates. Wiring device consists of 2 gangs of steel box with an inner 3 deep housing, 2 recessed metal mud rings, 2 steel inner 4 faceplates and 2 steel outer faceplates. Wiring devices are installed in the wall opening with the back box of the device recessed into the opening. Device slid into wall such that ends project an equal distance from the approximate centerline of the wall assembly. The annular space between the device and the periphery of the opening shall be min 0 in. (point contact). Devices provided with flanges that are oval-clockwise onto device threads, over gasketing material tubing tights to both sides of wall. As an alternate to gasket material, the annular space between the device and the periphery of the opening shall be filled with fill material. For 2 hr rated walls, when device flanges shall be used and for 3 and 4 hr fire rating, device flanges shall be used. When the device flanges are not used, the T, FT and FTH Ratings for the firestop system are 0 hr.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — CP 653 and CP 653 BA 2" Speed Sleeve, CP 653 and CP 653 BA 4" Speed Sleeve
4. Fill, Void or Cavity Material* - Sealant — As an alternate to gasket material (see Item 3), min 1/2 in. (13 mm) thickness of fill material applied within the annulus between fireshop device and wall, flush with both surfaces of wall, and an additional 1/4 in. (6 mm) bead applied around periphery of device. When device flanges are used, gypsum drywall compound may be used in place of the fill material. Sealant is required when device flanges are not used.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE Sealant or FS-ONE MAX Intumescent Sealant

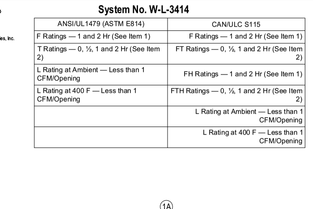
* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

•Bearing the UL Listing Mark

MULTIPLE CABLES AT GYP WALL 1-2 HR

System No. W-L-3414

ANSI/UL1479 (ASTM E814)	CAN/ULC S115
F Ratings — 1 and 2 Hr (See Item 1)	F Ratings — 1 and 2 Hr (See Item 1)
T Ratings — 0, ½, 1 and 2 Hr (See Item 2)	FT Ratings — 0, ½, 1 and 2 Hr (See Item 2)
L Rating at Ambient — Less than 1 CFM/Opening	FH Ratings — 1 and 2 Hr (See Item 1)
L Rating at 400 F — Less than 1 CFM/Opening	FTH Ratings — 0, ½, 1 and 2 Hr (See Item 2)
	L Rating at Ambient — Less than 1 CFM/Opening
	L Rating at 400 F — Less than 1 CFM/Opening



1. Wall Assembly — The 1 or 2 hr fire rated gypsum board/stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300, U400, V400 or W400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
   A. Studs — Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 in. (51 mm) by 4 in. (102 mm) lumber spaced max 16 in. (406 mm) OC. Steel studs to be min 3-1/2 in. (89 mm) wide and spaced max 24 in. (610 mm) OC.
   B. Gypsum Board* — 5/8 in. (16 mm) thick, 4 ft (1220 mm) wide with square or tapered edges. The gypsum board type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual Wall and Partition Design. Opening may be round, rectangular or irregular with a max diam or dimension of 11 in. (279 mm).

   The hourly F and FH Ratings of the firestop system are equal to the hourly fire rating of the wall assembly in which it is installed.
2. Cables — Single or tight bundle of cables to be installed within the opening. Aggregate cross-sectional area of cables in opening to have a visual fill of min 0% to max 100%. The annular space between the cable bundle and the periphery of the opening to be min 0 in. (point contact). Cables to be rigidly supported on both sides of the wall assembly. Any combination of the following types and sizes of cables may be used:
   A. Max 3C No. 8 AWG MM copper conductor cable with PVC or XLPE insulation and jacket.
   B. Max 7C-No. 12 AWG copper conductor control cable with PVC or XLPE insulation and jacket.
   C. Max 100 pair No. 24 AWG (or smaller) copper conductor telecommunication cable with PVC or plenum rated insulation and jacketing.
   D. Max 4 pr No. 22 AWG (or smaller) Cat 5 or Cat 6 computer cables with PVC or plenum rated insulation and jacketing.
   E. Type RG/U coaxial cable with fluorinated ethylene or PVC insulation and jacketing having a max outside diameter of 1/2 in. (13 mm).
   F. Max 2M fiber optic cable with polyvinyl chloride (PVC) or polyethylene (PE) jacket and insulation.
   G. Through Penetrating Product* — Max two copper conductor No. 18 AWG (or smaller) Power or Non-Power Limited Fire Alarm Cable with or without a shield under a metal armor.
   AFC CABLE SYSTEMS INC
   H. Max 3/C No. 10 AWG metal-clad cable.

   The hourly T, FT and FTH Ratings of the firestop system are dependent on cable type and hourly wall rating as specified in Table below.

Cable Type	Hourly Wall Rating	Hourly T, FT and FTH Rating
None (Blank Opening)	1 and 2	1 and 2
A	1 and 2	1 and 2
B	1	0
	2	1/2
C	1	0
	2	1/2
D	1 and 2	1 and 2
E	1 and 2	1 and 2
F	1 and 2	1 and 2
G	1 and 2	1 and 2
H	1 and 2	1 and 2

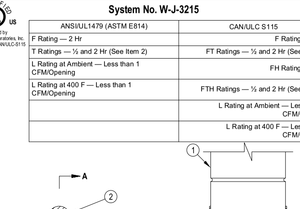
3. Fill, Void or Cavity Material* — NoNOTE Item starts 2 mm thick putty stick with one layer of 1 in. thick putty stick on each side of wall assembly. Proper thickness of disc to be removed and disc then pressed into opening. Disc to be firmly pressed and sealed tight. Disc to be installed at both surfaces of wall.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — CP 620 7" Firestop Caulk Disc

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

MULTIPLE CABLES AT GYP WALL 1-2 HR

System No. W-J-3215

ANSI/UL1479 (ASTM E814)	CAN/ULC S115
F Rating — 2 Hr	F Rating — 2 Hr
T Rating — ½ and 2 Hr (See Item 2)	FT Ratings — ½ and 2 Hr (See Item 2)
L Rating at Ambient — Less than 1 CFM/Opening	FH Rating — 2 Hr
L Rating at 400 F — Less than 1 CFM/Opening	FTH Ratings — ½ and 2 Hr (See Item 2)
	L Rating at Ambient — Less than 1 CFM/Opening
	L Rating at 400 F — Less than 1 CFM/Opening



1. Wall Assembly — Min 6 in. (152 mm) thick lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) concrete. Wall may also be constructed of any UL Classified Concrete Blocks*. Opening may be round, rectangular or irregular with a max diam or dimension of 11 in. (25 mm).

   See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufacturers.
2. Cables — Single or tight bundle of cables to be installed within the opening. Aggregate cross-sectional area of cables in opening to have a visual fill of min 0% to max 100%. The annular space between the cable bundle and the periphery of the opening to be min 0 in. (point contact). Cables to be rigidly supported on both sides of the wall assembly. Any combination of the following types and sizes of cables may be used:
   A. Max 3C No. 8 AWG MM copper conductor cable with PVC or XLPE insulation and jacket.
   B. Max 100 pair No. 24 AWG (or smaller) copper conductor telecommunication cable with PVC or plenum rated insulation and jacketing.
   C. Type RG/U coaxial cable with fluorinated ethylene or PVC insulation and jacketing having a max outside diameter of ¼ in. (13 mm).
   D. Through Penetrating Product* — Max two copper conductor No. 18 AWG (or smaller) Power or Non-Power Limited Fire Alarm Cable with or without a shield under a metal armor.
   AFC CABLE SYSTEMS INC
   E. Max 3/C No. 10 AWG metal-clad cable.

   The hourly T, FT and FTH Ratings of the firestop system are 2 hr except that for cable type 2B and 2C, the ratings are ¼ hr. For blank openings with no penetrant, the F, FT, FH and FTH Ratings are 2 hr
3. Fill, Void or Cavity Material* — Nom 6½ mm diam by 2 mm thick putty disc with one seam at radius. Paper backer of disc to be removed and disc firmly pressed around the cable/cable bundle lapping nom 5 mm onto cables to completely cover opening and firmly pressed to lap onto the wall surface. Proper thickness of disc to be removed and disc then pressed into opening. Disc to be installed at both surfaces of wall.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — CP 620 7" Firestop Cable Disc

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

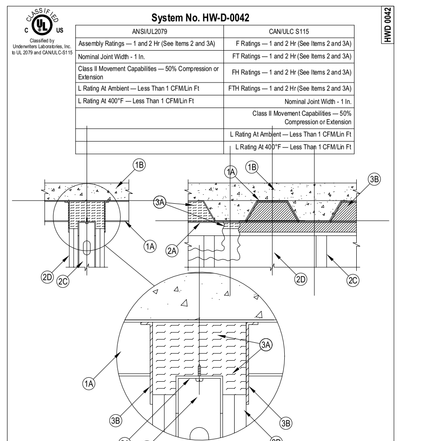
MULTIPLE CABLES AT MASONRY 1-2 HR

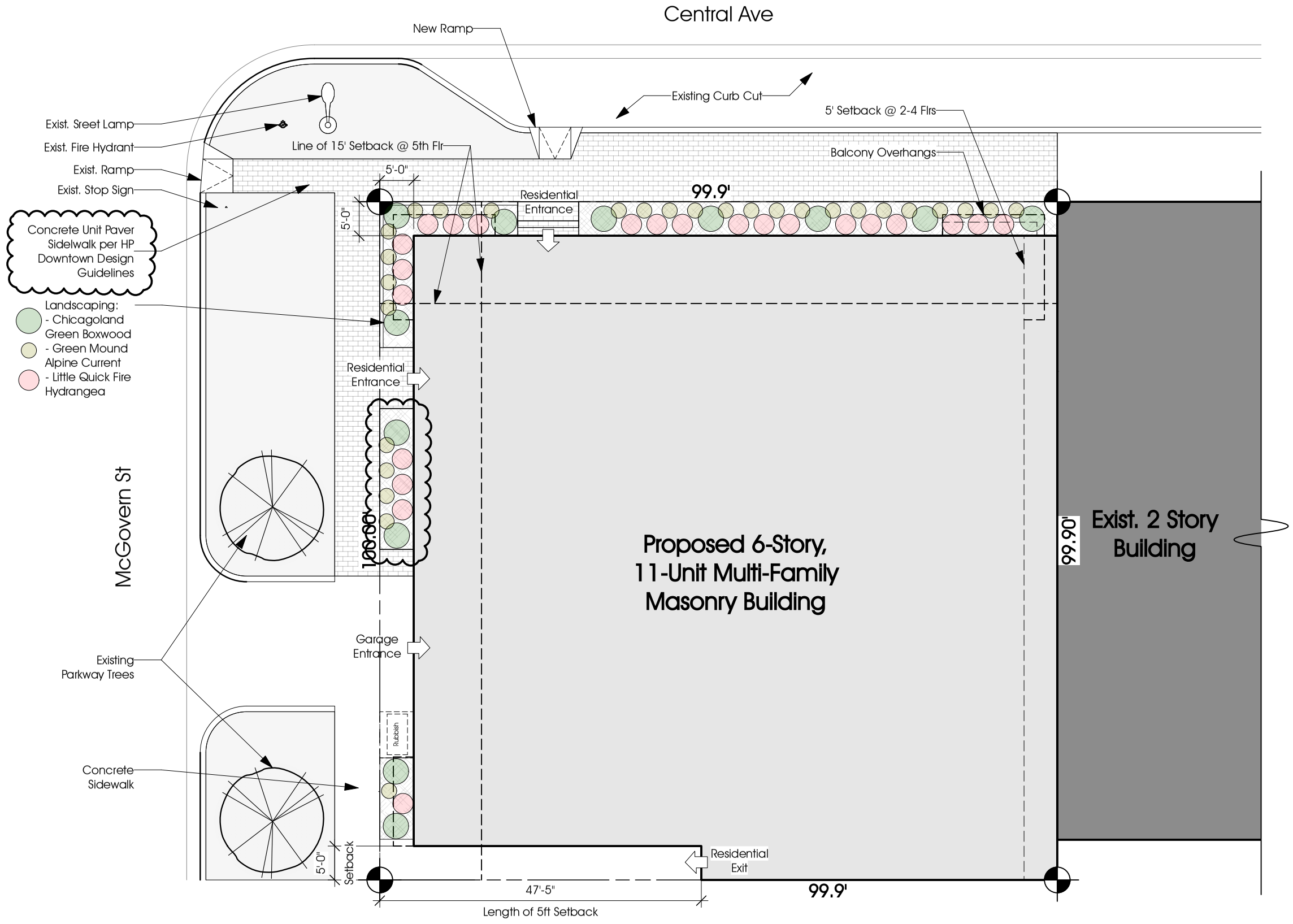
System No. W-J-3215

4. Through-Penetrant — One or more pipes, conduit or tubes to be installed within the opening. The total number of through-penetrants is dependent on the size of the opening and the types and sizes of the penetrants. Any combination of the

System No. HW-D-0042

ANSI/UL2079	CAN/ULC S115
Assembly Ratings — 1 and 2 Hr (See Items 2 and 3A)	F Ratings — 1 and 2 Hr (See Items 2 and 3A)
Nominal Joint Width – 1 In.	FT Ratings — 1 and 2 Hr (See Items 2 and 3A)
Class II Movement Capabilities — 50% Compression or Extension	FH Ratings — 1 and 2 Hr (See Items 2 and 3A)
L Rating At Ambient — Less Than 1 CFM/Lin Ft	FTH Ratings — 1 and 2 Hr (See Items 2 and 3A)
L Rating At 400°F — Less Than 1 CFM/Lin Ft	Nominal Joint Width – 1 In.
	Class II Movement Capabilities — 50% Compression or Extension
	L Rating At Ambient — Less Than 1 CFM/Lin Ft
	L Rating At 400°F — Less Than 1 CFM/Lin Ft





Site Plan

Scale: 1/16" = 1'-0"

Dec. 29, 2025

Multi-Family Building for

Platinum Homes of Chicago

734 Central Ave

Highland Park, IL

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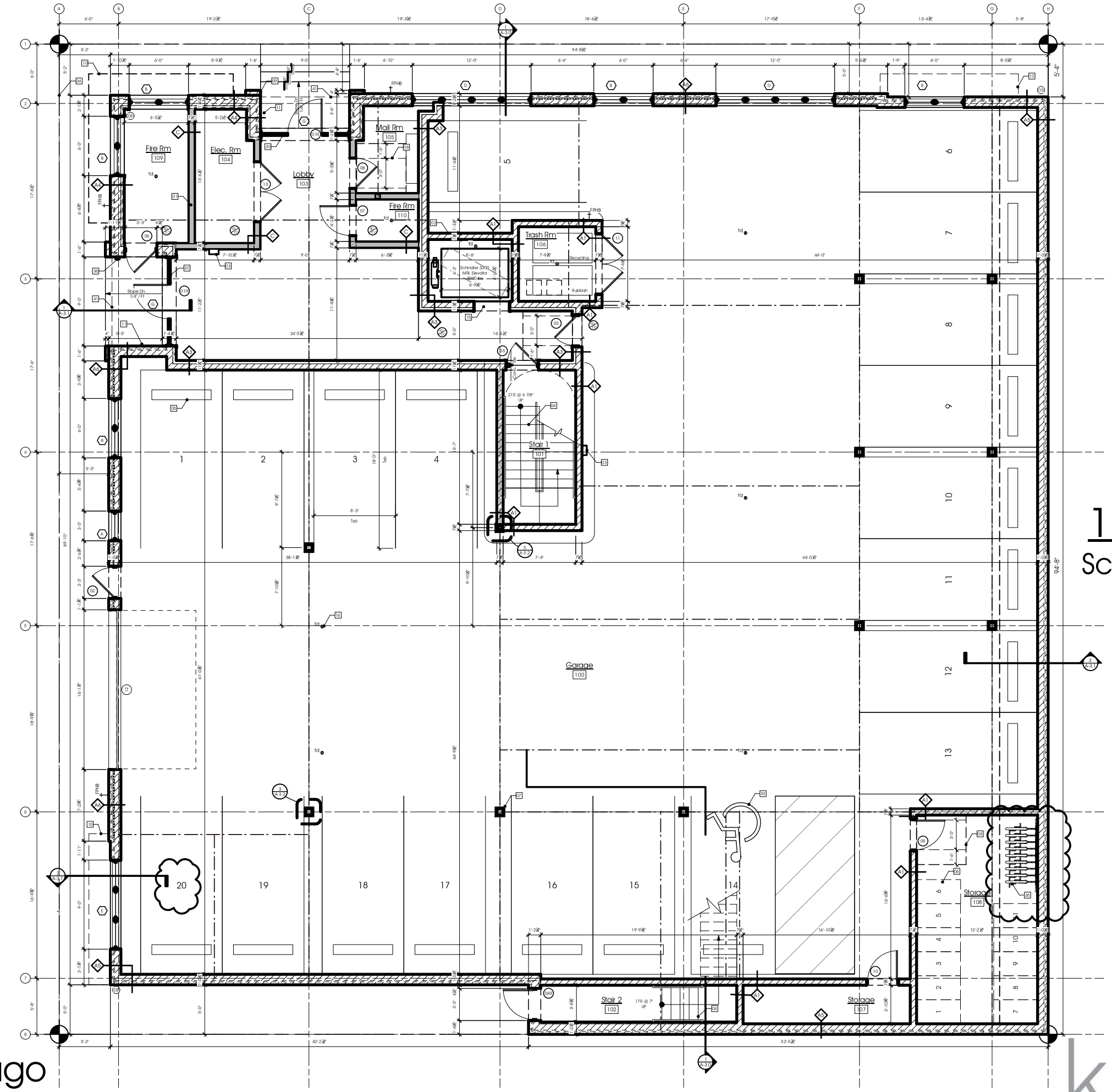
Plan Key Notes

01 Stud Partition/ Demising Wall - Refer Wall Types A3.1
02 CMU Partition Wall - Refer to Wall Types A3.1
03 Fire Extinguisher Cabinet - 1 Hr Rated
04 Non Combustible Mtl. Stairs - 11" T & 1" Nosing Min., Riser Hgt. Per Plan, w/ 34" Handrails, 42" High Guardrails (Pickets 4" O.C. Max). To Resist Simultaneus Vert. & Horz Thrust of 50 PLF Load or 200# Concentrated Load at Top Rail, Whichever is greater - Refer to Bldg. Section
05 Conc. Parking Stop
06 Locked Storage Units - Provided by Owner
07 Fire Rated Sft. Column - Refer to Structural Dwg.
08 ADA Clearances
09 Cont. Stone Base/Plaster - Refer to Elev.
10 Balcony Above
11 Provide 2 Way Com. System Complying w/ 14b.1009.8.1.1-8b.1.0018.2 & shall include both audible & Visible Signals - Provide Use Directions for the 2 Way Com. System Posted on the Wall Adjacent to the System Signage to Comply w/ 703.5 for Visual Characters Per 2009 ICC A117.1 14 Low Voltage/Phone Equip. Mounted to Plywd. - Refer to Elec. Dwg.
12 42" High Laminated Glass Guardrails that Resist a Simultaneous Vert. & Horz. Thrust of 50 PLF load or 200# Concentrated load at top rail, whichever is greater
13 Class A Roofing Membrain w/ Mtl. Drip Edge - Refer to Section
14 24" Dia., 16 Ga. Aluminized Trash Chute W/ 35"X 18" Self Latching, Self Closing 90 Min Rated S.s bottom Hinged Door W/ 165 Deg F.sprinkler Head, 3/4" Flushing Spray Head And All Related Support Brackets, Bottom Discharge To Be Accordion Damper Type Offset Into Room.
15 Schindler 3300mrl, 2500 # 150 Fpm, S.s. 1 1/2 Hour Rated 6' Label Door, Alum Threshold, Satin Stainless Steel Cab Ceiling W/ 6 Led Cans. G.c to Verify All Elevator Requirements - Hoistway And Mt Sys. Overun Height, Heather Vents, Openings, Etc. Elevator To Comply With Icc a3 17 -2009 Chapter 4, 407.4 And Comply With Emergency And Operation Signal Device Requirements Of Asme A17.1 to da 84.4 Section 2.27. Provide Stand By Power Complying With Code
16 Floor Drain, Cleanouts - Refer to Plumbing Sheets
17 Condensers On Level Pads w/ Sound Isolator
18 Non Combustible Mtl. Unit Screening w/ Access Dr. - "Roofscreen SoundGuard" Acoustical Panel - STC 42, Color "Sandstone" Max. Hgt. to Match Parapet (42") U.N.O.
19 Mtl. Flashing
21 4" Thk. Limestone Sill - Slope to Exterior, Project Out 1" Past Bldg. - Provide Integral Drip Edge - Color per Arch.
22 8" Thk. Limestone Sill - Slope to Exterior, Project Out 1" Past Bldg. - Provide Integral Drip Edge - Refer to Elev.
23 24" Pedestal Paver System
24 Parapet Wall To Act As Deck Guardrail
25 1 1/2" Solid Surface Counter
26 1 Hr Gypsum Board Drop Ceiling - A.F.F. per Plan
27 Built In
28 Frameless Temp Glass Shower Enclosure
29 Tile Shower Enclosure Walls & Flr. w/ Bench per Plans
30 Aluminum, Storefront Door w/ Sidelights & Temp. Glazing
31 Combo Low Silhouette Roof Drain With Overflow w/ Strainer - Refer to Plumbing
32 Non-combustible Steel Pergola
33 Handicapped Parking w/ Sign Centered On Parking Spaces 8'-0" A.f.f.
34 Property Line - Typ.
35 Dero "Track Rack" Wall Mtd. Bike Storage Sytem - 8ft (13 Bike Capacity)
36 Highland Park reqd "Knox Box" 3200 Series with a Hinged Door (Black)
37 2'-10" Min. Cased Opening
38 Carpenter Built Stairs w/ 36" Tall Handrail w/ 4" Max. Opengs
39 Cont. Cant Strip - Typ.
40 Prefinished Alum. Gutter & Downspout
41 Line of Building Sign & Wall Above
42 Mtl. Prefinished Gravel Stop w Drip Edge
43 Install Scheduled Dr. Frame Jamb Location Inward for 5'0" Min. Radius Clearance on Balcony - V.I.f.
44 Downspout w/ Conc. Splash Guard
45 Prefinished Alum. Fence & Gate
46 TPO Walkway Adhered Traction Pad for Equip. Access - Verify Location in Field



1st Floor Plan

Scale: 3/32" = 1'-0"

Dec. 29, 2025

Multi-Family Building for

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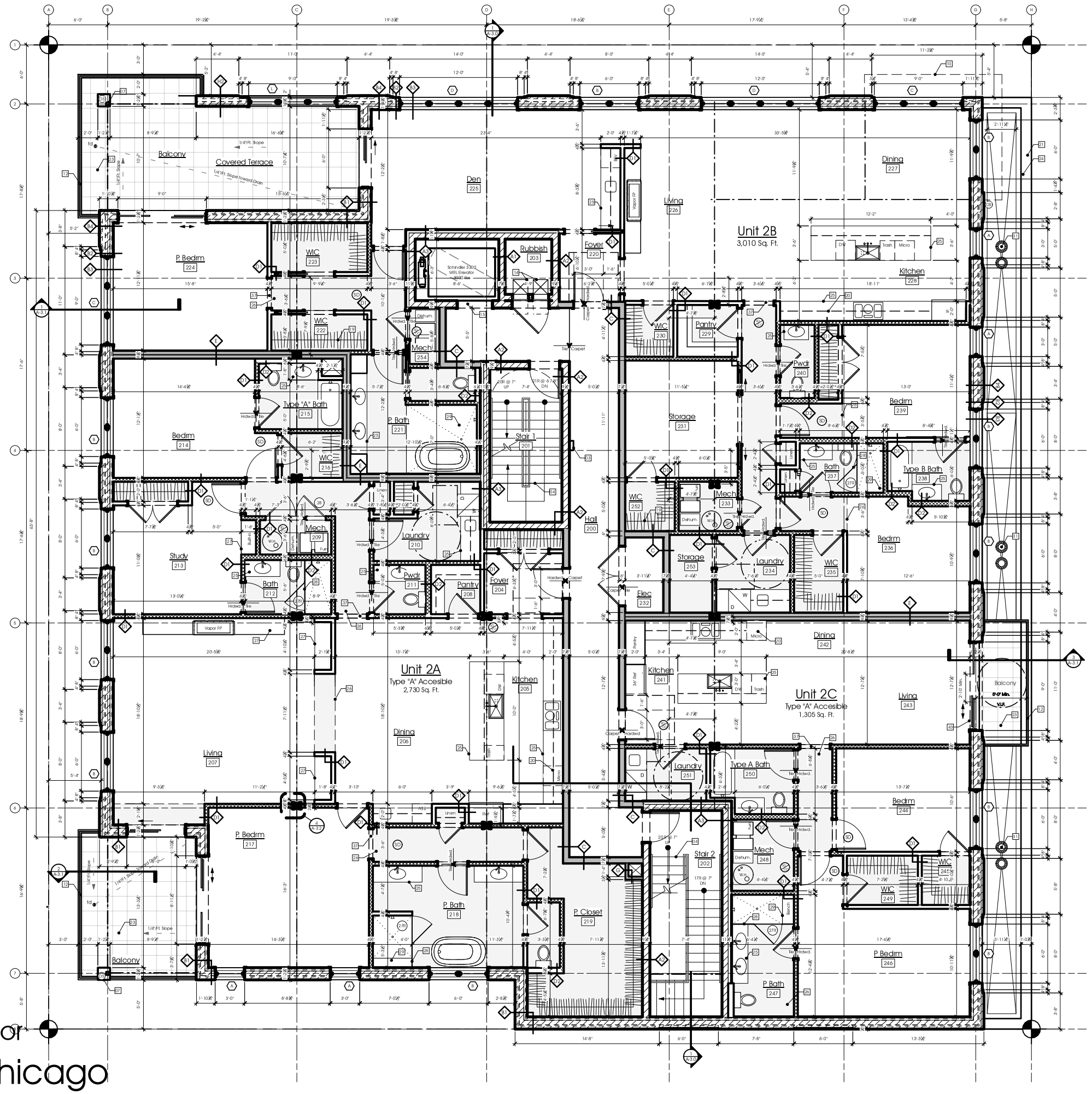

2nd Floor Plan

Scale: 3/32" = 1'-0"

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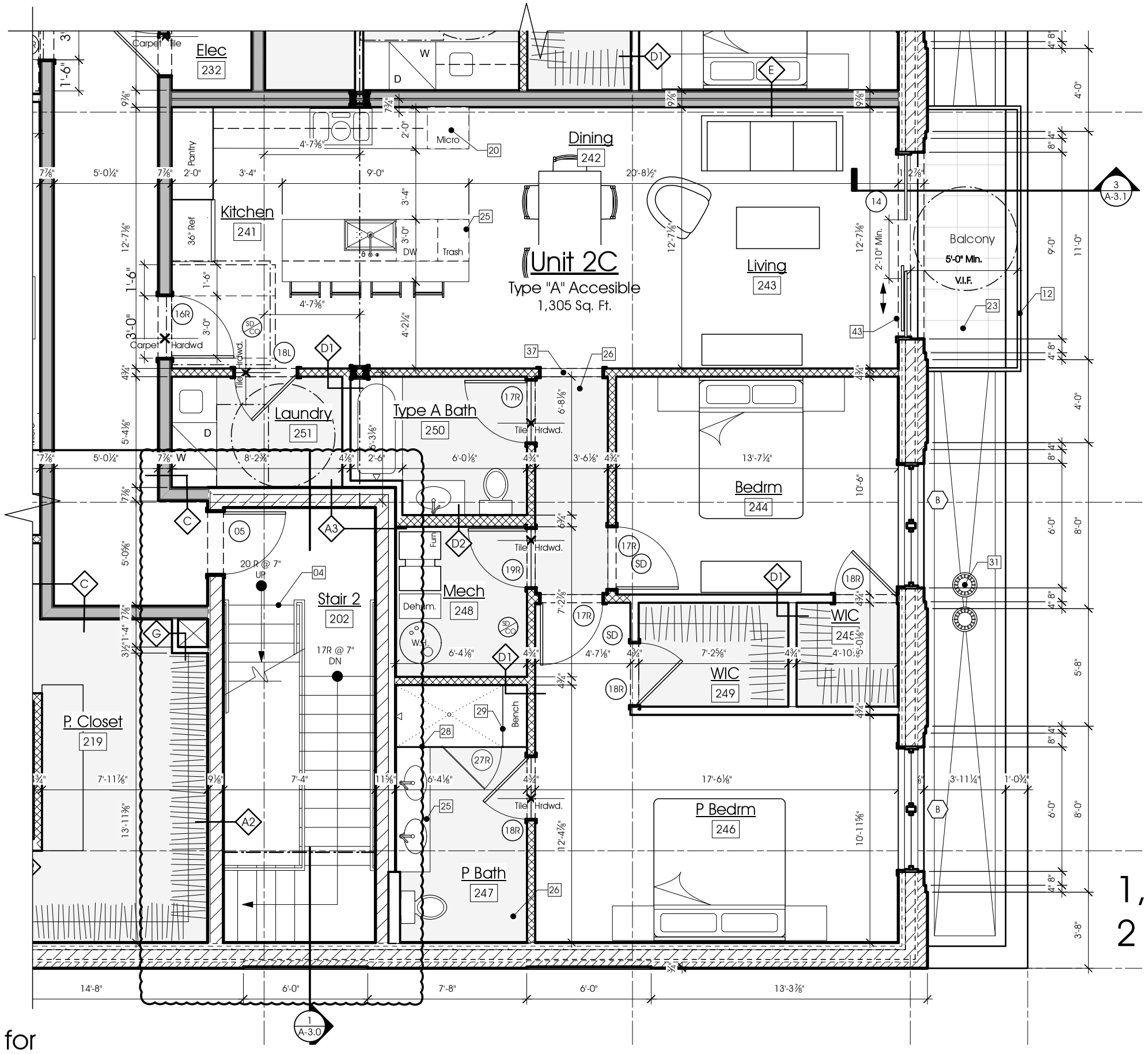
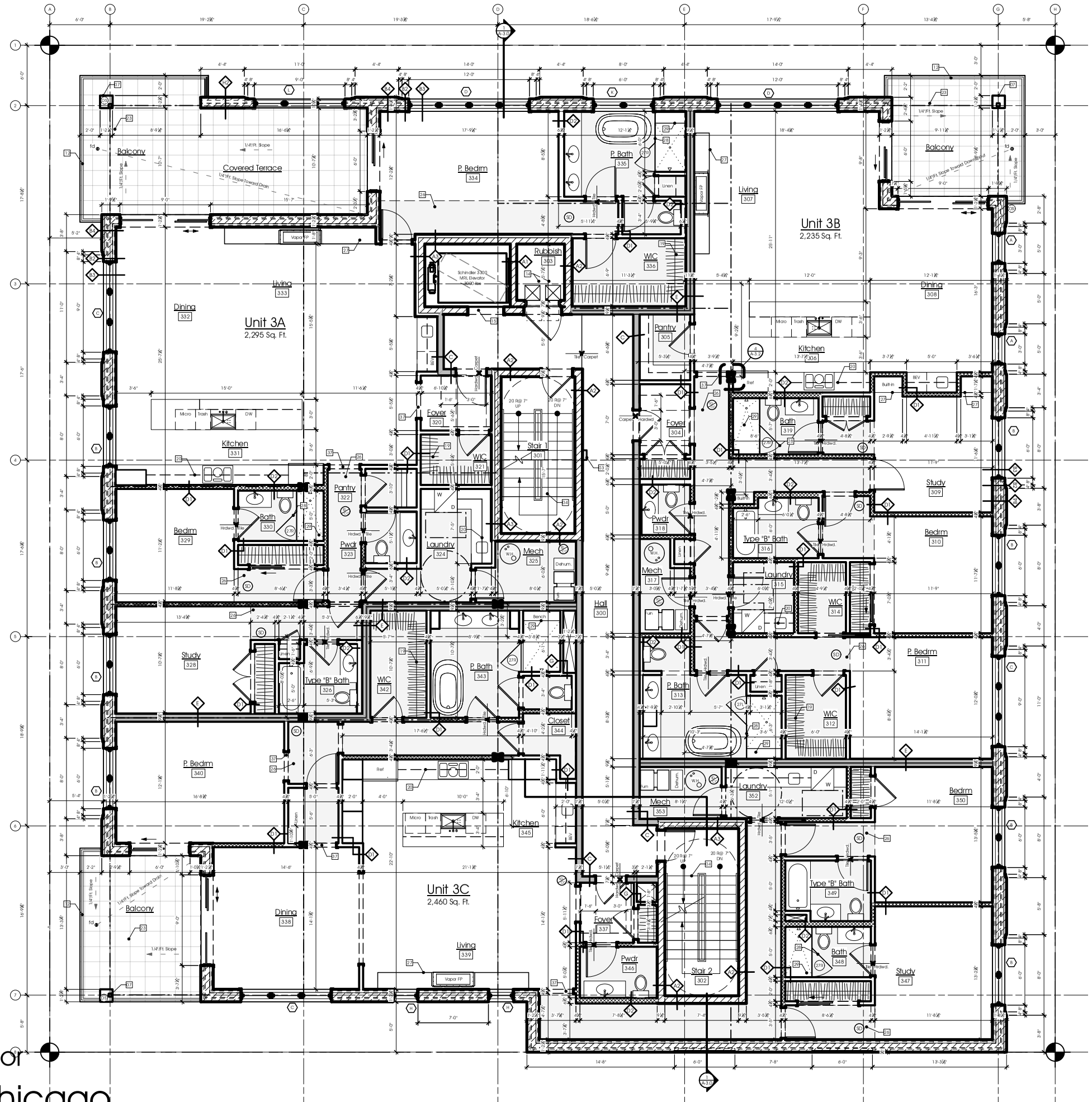

Elec
232
Carpet Tile
Pantry
Kitchen
241
36" Ref
Micro
20
Dining
242
Unit 2C
Type "A" Accesible
1,305 Sq. Ft.
Living
243
Balcony
5'-0" Min.
V.I.F.
Laundry
251
Type A Bath
250
Tile
Hrdwd.
Carpet
Hardwd.
Bedrm
244
13'-7¼"
Stair 2
202
20 R @ 7"
UP
17R @ 7"
DN
Mech
248
Dehum.
WH
Furn
P. Closet
219
WIC
245
WIC
249
P Bedrm
246
P Bath
247
Bench
Balcony
Tile
Hrdwd.
Carpet
Hardwd.
Tile
Hrdwd.
Tile
Hrdwd.
Tile
Hrd



3rd + 4th Floor Plan

Scale: 3/32" = 1'-0"

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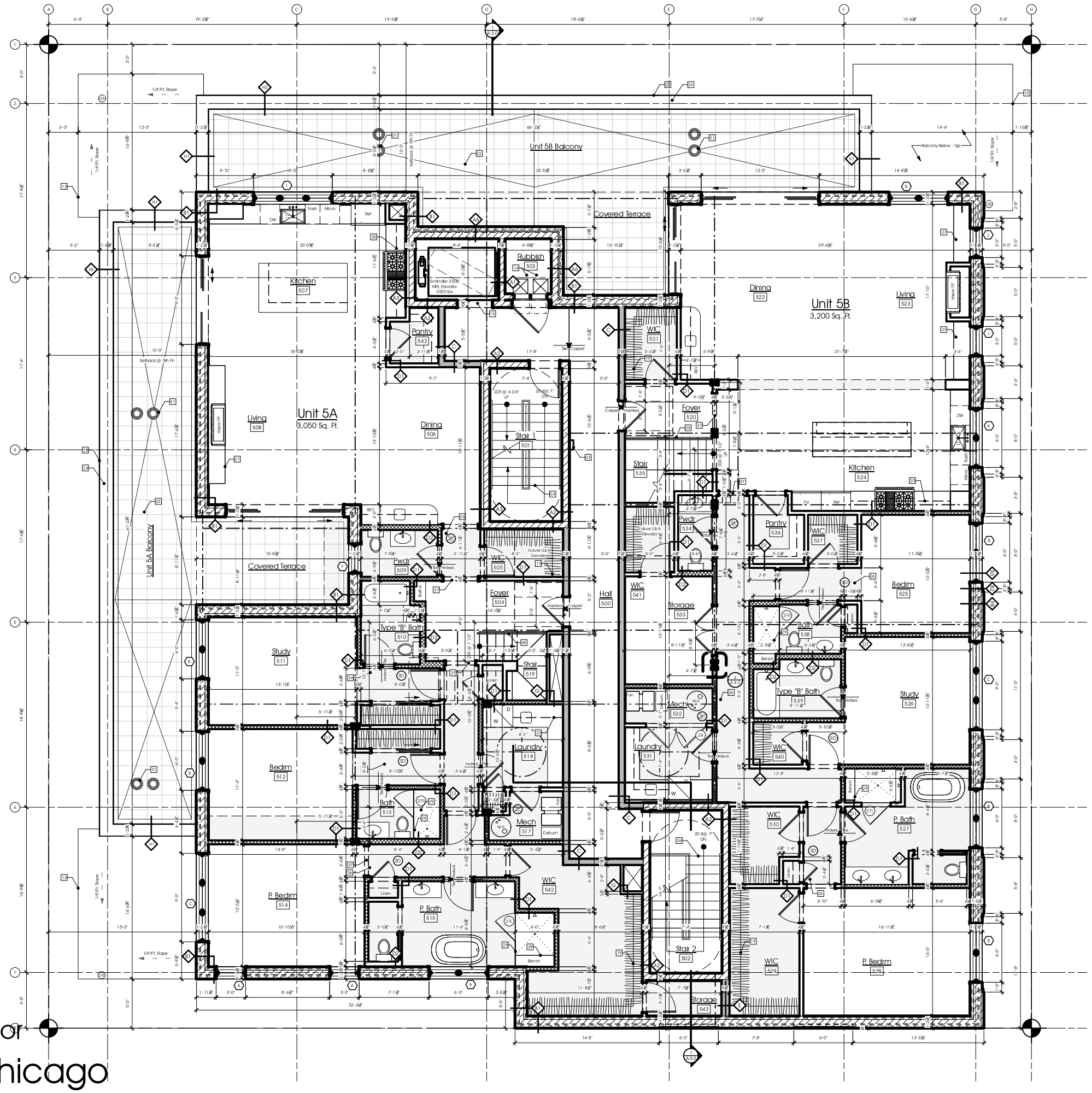

5th Floor Plan

Scale: 3/32" = 1'-0"

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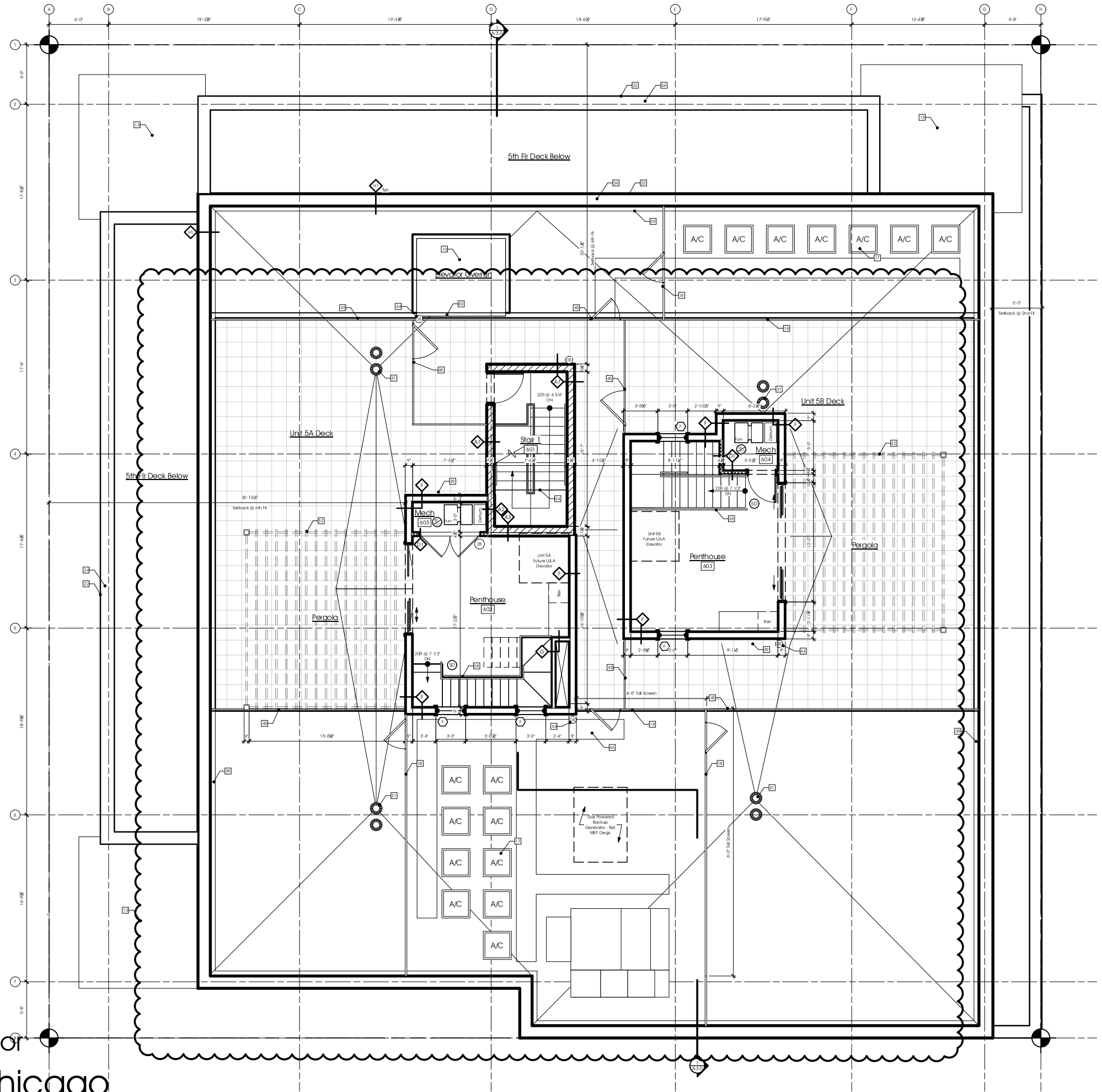

Roof Plan

Scale: 3/32" = 1'-0"

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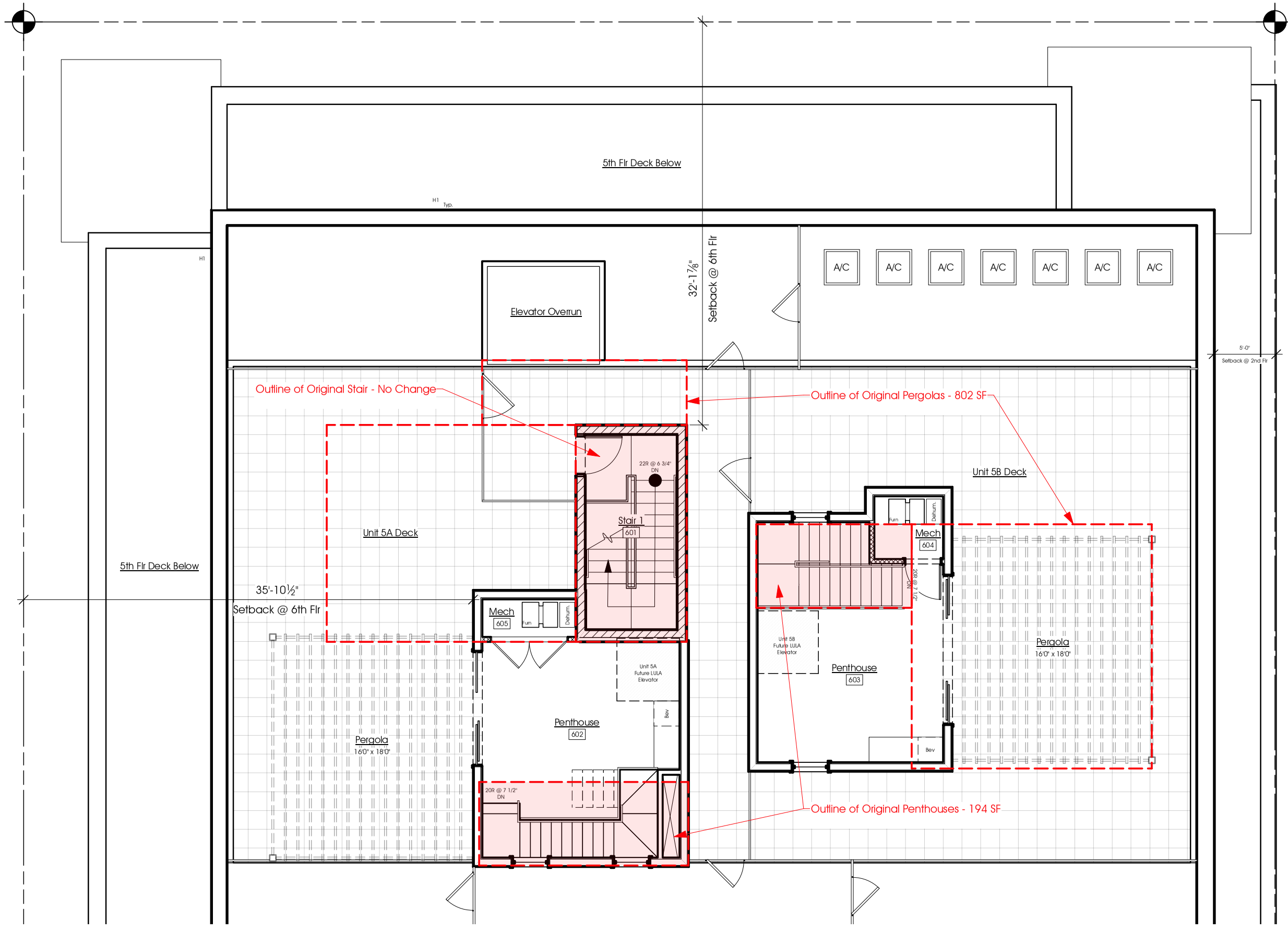

Proposed Pergolas:
576 SF (-226 SF)
Proposed Penthouses:
697 SF (+504 SF)

Roof Revisions

Scale: 1/8" = 1'-0"

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Elevation Notes

100	Line of Grade - Slope Away from Bldg.
102	1st Flr. Level
103	2nd Flr. Level
104	3rd Flr. Level
105	4th Flr. Level
106	5th Flr. Level
107	6th Flr. Level
108	Top of Parapet
301	Exposed Conc. Fnd. Wall - Min. 4" Above Grade
302	Fnd. Wall Below Grade
303	Conc. Ftg. Below Grade
304	Exposed Stepped Conc. Fnd.
401	Glen-Gery Modular Brick "Stonington Gray Velour" in Running Bond w/ Colored Mortar - Color by Arch.
402	Glen-Gery Modular Brick "Charcoal Gray Velour" w/ Dark Mortar in Running Bond - Color by Arch.
403	Cont. Stone Base
404	4" Cont. Stone Sill, Rake and Caulk all Joints - Transition to Window Sill @ Windows
405	8" Tall Limestone Header. Cont. Flashing w/ Weep Holes @ 32" O.C.
406	12" High (Total) Solider/Sailor Course Brick Surround - Step Inward as Noted
407	Custom Limestone Band - Submit Shop Dwg for Review
408	Custom Limestone Cornice - Submit Shop Dwg for Review
409	Recessed Masonry w/ Limestone Sill & Header
410	Masonry Joint
411	Masonry Control Joint
412	4" Tall Limestone Sill - Provide Slope Away from Bldg. Positive
413	Limestone Entry Door Surround Panels - Return into Entry Back to Entry Door
414	Limestone Sill Under Dr.
501	Pac-Clad Prefinished Alum. Panel "Medium Bronze"
502	Mechanical Louver/Vent - Ref Mech.
503	8" High Prefinished Alum. Cap
504	Alum. Wrapped Sill
505	Prefinished Alum. Pergola
506	42" Tall Laminated Glass Railing System w/ Top & Bottom Rails. Railings to Resist 50PLF Vert. & Horiz. Loading, 200LB Concentrated Load Any Direction
601	Stucco - Color matched to Limestone. Verify w/ Owner. Control Joints as Shown
801	Scheduled Door Unit
802	Scheduled Window Unit
803	Scheduled Prefinished Alum. Garage Doors w/ Ext. Mtl. Corner Piece
804	Scheduled Spandrel Panel - Match Window
1001	8" High Backlite Mtl. Address Numbers to Match Door Finish on Stainless St. Standoffs
1501	Stainless Steel Safety Bollard
1502	Frost Proof Exterior Grade Tamper Proof Hose Bib
1601	Scheduled Light Fixture

Multi-Family Building for

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North Elevation - Central Ave

Scale: 3/32" = 1'-0"
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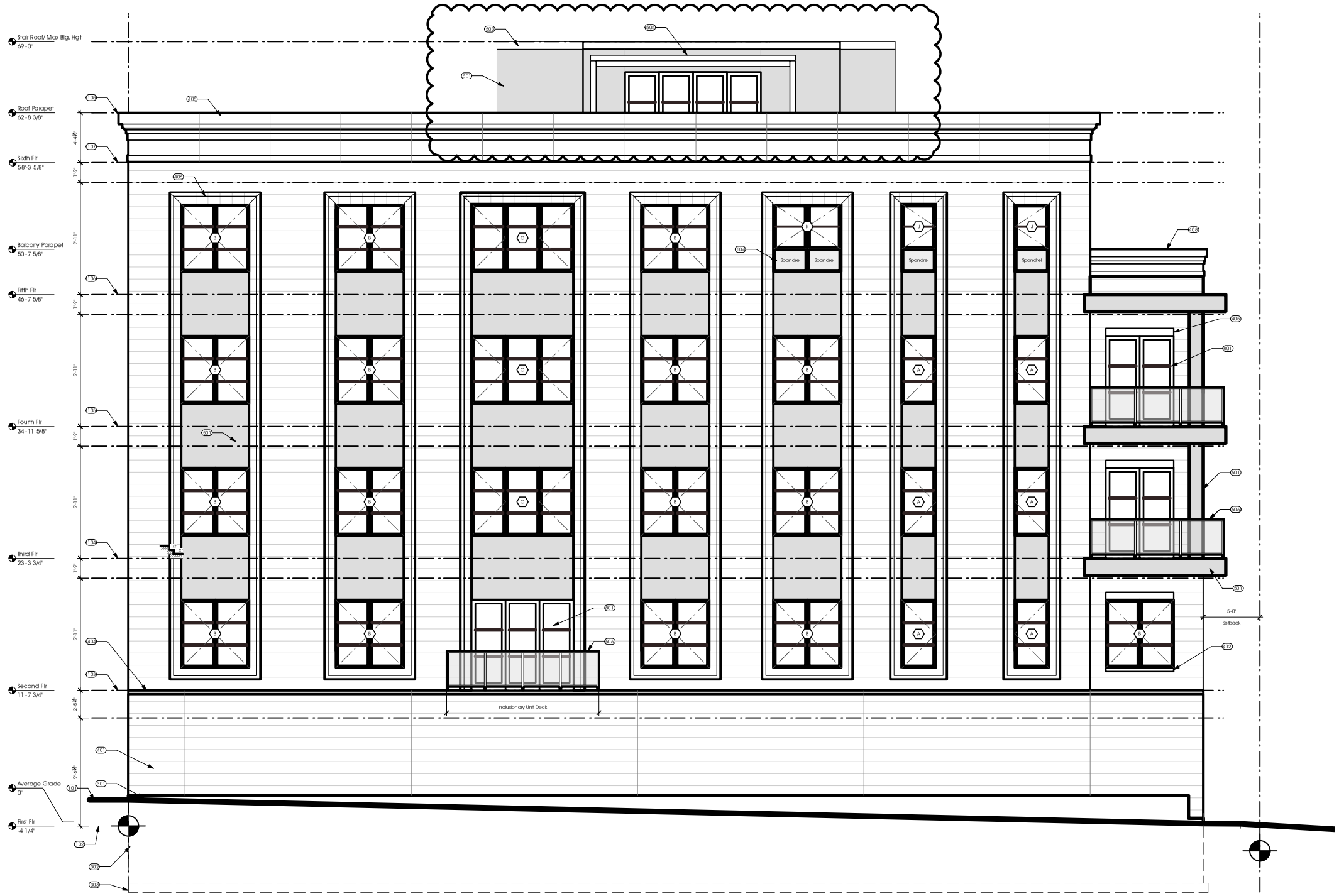

Multi-Family Building for

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734 Central Ave
Highland Park, IL

East Elevation

Scale: 3/32" = 1'-0"
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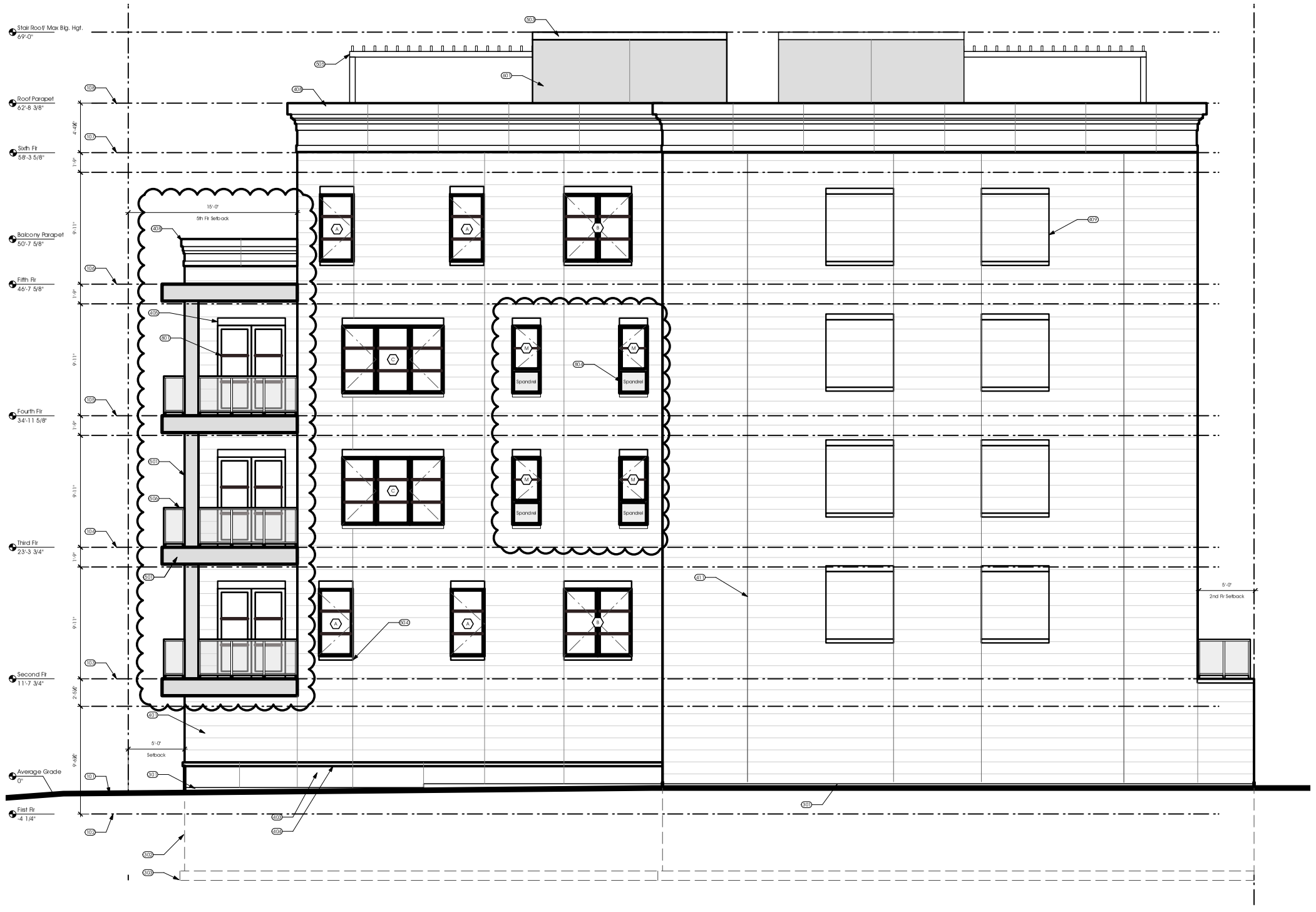

Multi-Family Building for

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734 Central Ave
Highland Park, IL

South Elevation

Scale: 3/32" = 1'-0"
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Multi-Family Building for

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734 Central Ave

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West Elevation - McGovern St

Scale: 3/32" = 1'-0"

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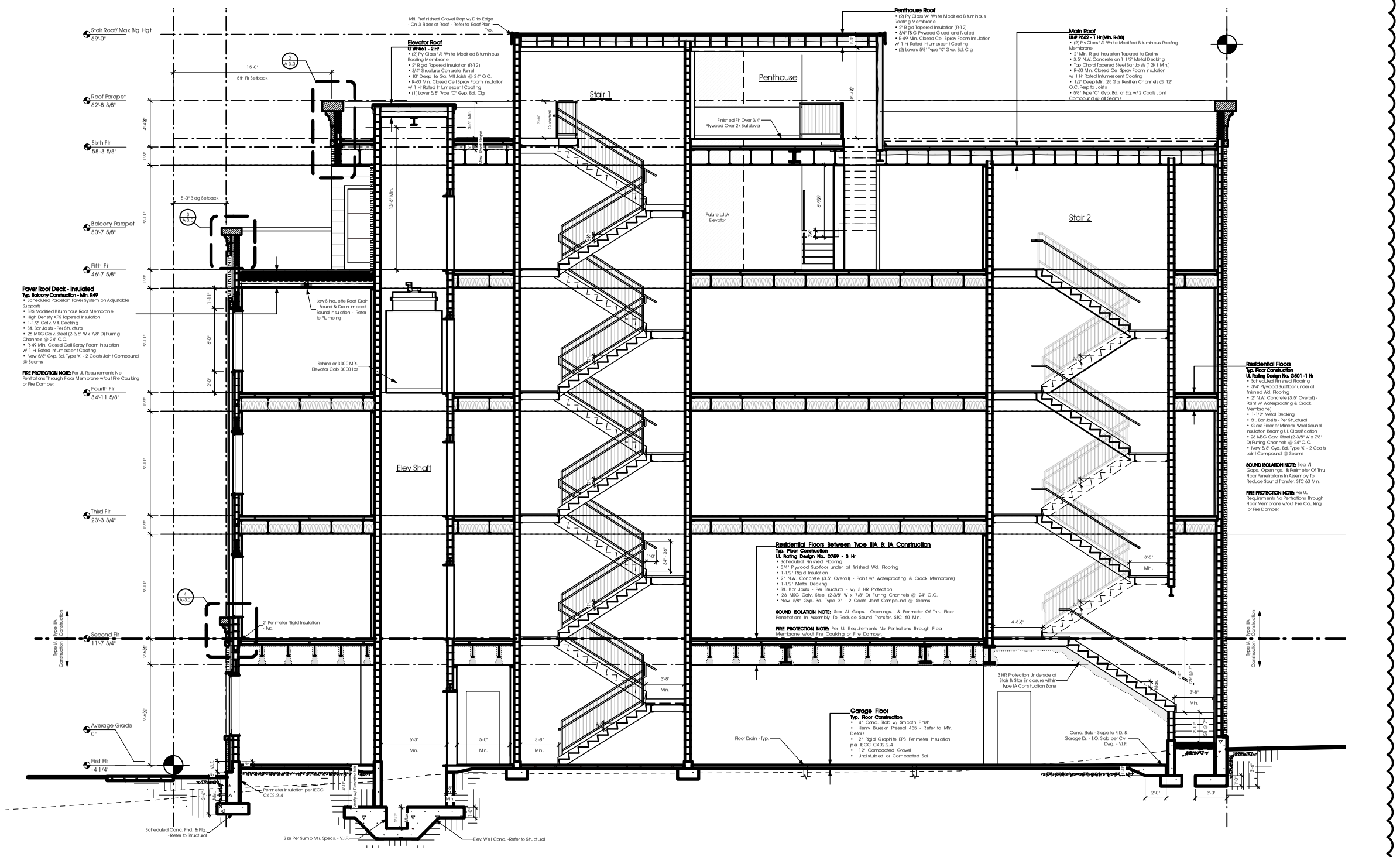

Building Section

Scale: 3/32" = 1'-0"

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24SCA4
Comfort™ Series Single-Stage Air Conditioner with Puron® Refrigerant
1-1/2 To 5 Tons

Carrier
Turn to the experts

Product Data

This unit has been designed utilizing Carrier's Puron refrigerant. The environmentally sound refrigerant allows you to make a responsible decision in the protection of the earth's ozone layer.

NOTE: Ratings contained in this document are subject to change at any time. Always refer to the AHRI directory (www.ahridirectory.org) for the most up-to-date ratings information.

Industry leading Features / Benefits

Efficiency

- 13.4 - 16.0 SEER2 (13.5 - 16.5 SEER) / 11.0 – 13.5 EER2 (11.0 - 14.5 EER)
- Microtube Technology refrigeration system
- Indoor air quality accessories available

Reliability

- Puron refrigerant - environmentally sound, won't deplete the ozone layer and low lifetime service cost.
- Scroll compressor
- Internal pressure relief valve
- Internal thermal overload
- Filter drier

Durability

WeatherArmor™ Protection Package:

- Solid, durable sheet metal construction
- Dense wire coil guard

Applications

- Long–line – up to 250 feet (76.20 m) total equivalent length, up to 200 feet (60.96 m) condenser above evaporator, or up to 80 ft. (24.4 m) evaporator above condenser (See Long Line Guide for more information.)
- Low ambient cooling (down to 0°F / -18°C) with approved low ambient accessory kits.

STANDARD FEATURES

Features	18	24	30	36	42	48	60
Puron Refrigerant	X	X	X	X	X	X	X
SEER2 (Range depending on indoor combination)	13.4 - 16.0	13.4 - 16.0	13.4 - 16.0	13.4 - 15.0	13.4 - 15.5	13.4 - 15.2	13.4 - 14.0
Scroll Compressor	X	X	X	X	X	X	X
Field Installed Filter Drier	X	X	X	X	X	X	X
Front Seating Service Valves	X	X	X	X	X	X	X
Internal Pressure Relief Valve	X	X	X	X	X	X	X
Internal Thermal Overload	X	X	X	X	X	X	X
Long Line Capability	X	X	X	X	X	X	X
Low Ambient Capability with Kit	X	X	X	X	X	X	X

DIMENSIONS

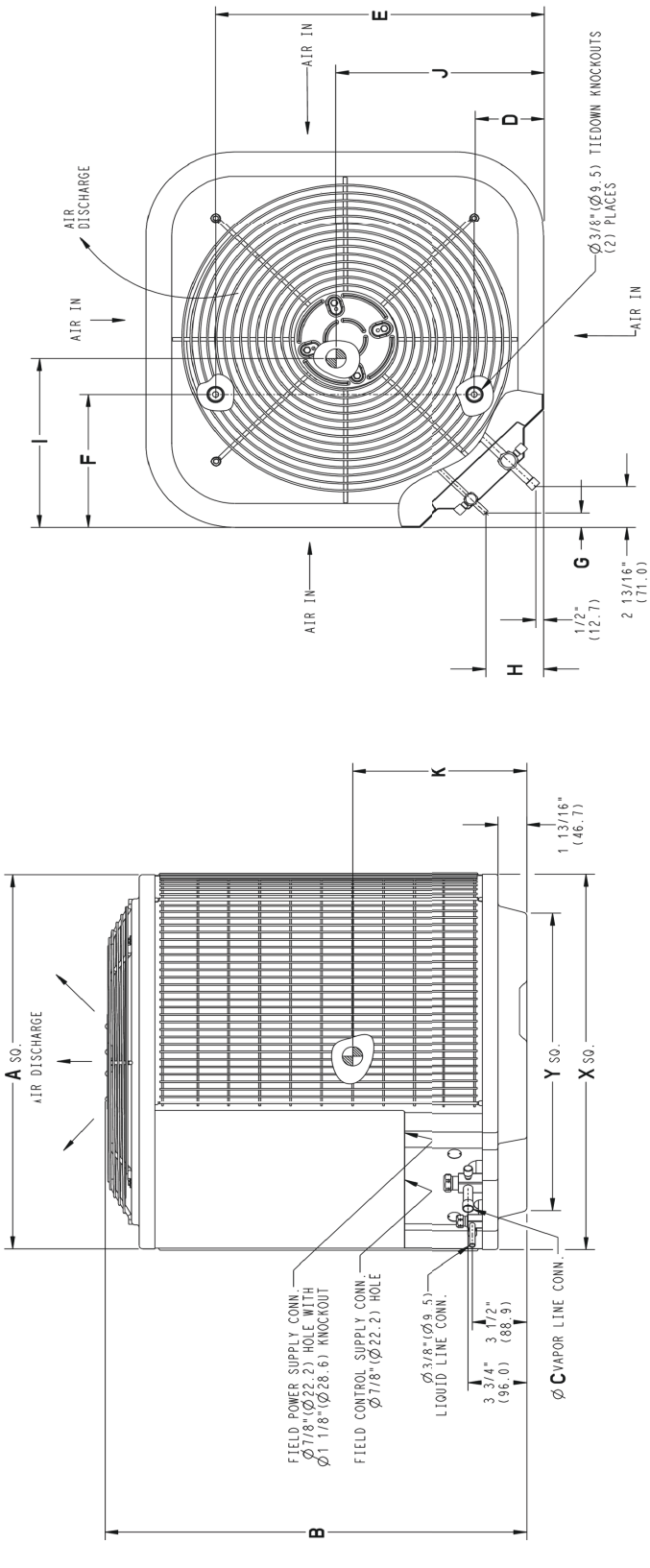
UNIT	SERIES	ELECTRICAL CHARACTERISTICS				A		B		C		D		E		F		G		H		I		J		K		OPERATING WEIGHT		SHIPPING WEIGHT		SHIPPING LENGTH / WIDTH (Sq.)		SHIPPING HEIGHT	
						INCH	MM	INCH	MM	INCH	MM	INCH	MM	INCH	MM	INCH	MM	INCH	MM	INCH	MM	INCH	MM	INCH	MM	INCH	MM	Lbs	Kgs	Lbs	Kgs	INCH	MM	INCH	MM
24SCA418N*0	0	Y	N	N	N	23 1/8	587.3	25 5/16	642.9	3/4	19.1	4 7/16	113.0	18 1/16	459.0	7 13/16	197.9	5/16	7.9	3	76.2	11	279.4	10 1/2	266.7	10 1/4	260.4	100	45.4	109	49.4	26	660.0	30 9/16	775.7
24SCA424N*0	0	Y	N	N	N	25 3/4	654.0	25 5/16	642.4	3/4	19.1	4 7/16	113.0	21 1/4	539.9	9 1/8	231.3	5/16	7.9	3	76.2	13 1/2	342.9	13	330.2	12 1/2	317.5	111	50.3	121	54.9	28 3/4	730.0	30 9/16	775.7
24SCA430N*0	0	Y	N	N	N	31 3/16	792.5	32 1/16	815.1	3/4	19.1	6 9/16	166.1	24 11/16	626.3	9 1/8	231.3	5/16	7.9	3	76.2	15	381.0	15 3/4	400.1	16	406.4	139	63.0	161	73.0	34 1/4	870.0	37 5/16	947.9
24SCA436N*0	0	Y	N	N	N	31 3/16	792.5	25 5/16	642.4	7/8	22.2	6 9/16	166.1	24 11/16	626.3	9 1/8	231.3	5/16	7.9	3	76.2	14 1/2	368.3	15	381.0	11 1/2	292.1	132	59.9	146	66.2	34 1/4	870.0	30 1/2	775.2
24SCA442N*0	0	Y	N	N	N	31 3/16	792.5	42 5/16	1074.2	7/8	22.2	6 9/16	166.1	24 11/16	626.3	9 1/8	231.3	5/16	7.9	3	76.2	17	431.8	15 1/2	393.7	22 1/2	571.5	181	82.1	203	92.1	34 1/4	870.0	47 1/2	1207.1
24SCA448N*0	0	Y	N	N	N	31 3/16	792.5	28 11/16	728.7	7/8	22.2	6 9/16	166.1	24 11/16	626.3	9 1/8	231.3	5/16	7.9	3	76.2	14 1/2	368.3	14 1/2	368.3	12 1/2	317.5	171	77.6	190	86.2	34 1/4	870.0	33 15/16	861.6
24SCA460N*0	0	Y	N	N	N	31 3/16	792.5	35 1/2	901.4	7/8	22.2	6 9/16	166.1	24 11/16	626.3	9 1/8	231.3	5/16	7.9	3	76.2	15 1/2	393.7	16	406.4	18 1/2	469.9	190	86.2	206	93.4	34 1/4	870.0	40 3/4	1034.3

ELECTRICAL CHARACTERISTICS
208-230-1-60
208/230-3-60
460-3-60
575-3-60

Y=YES
N=NO

NOTES:

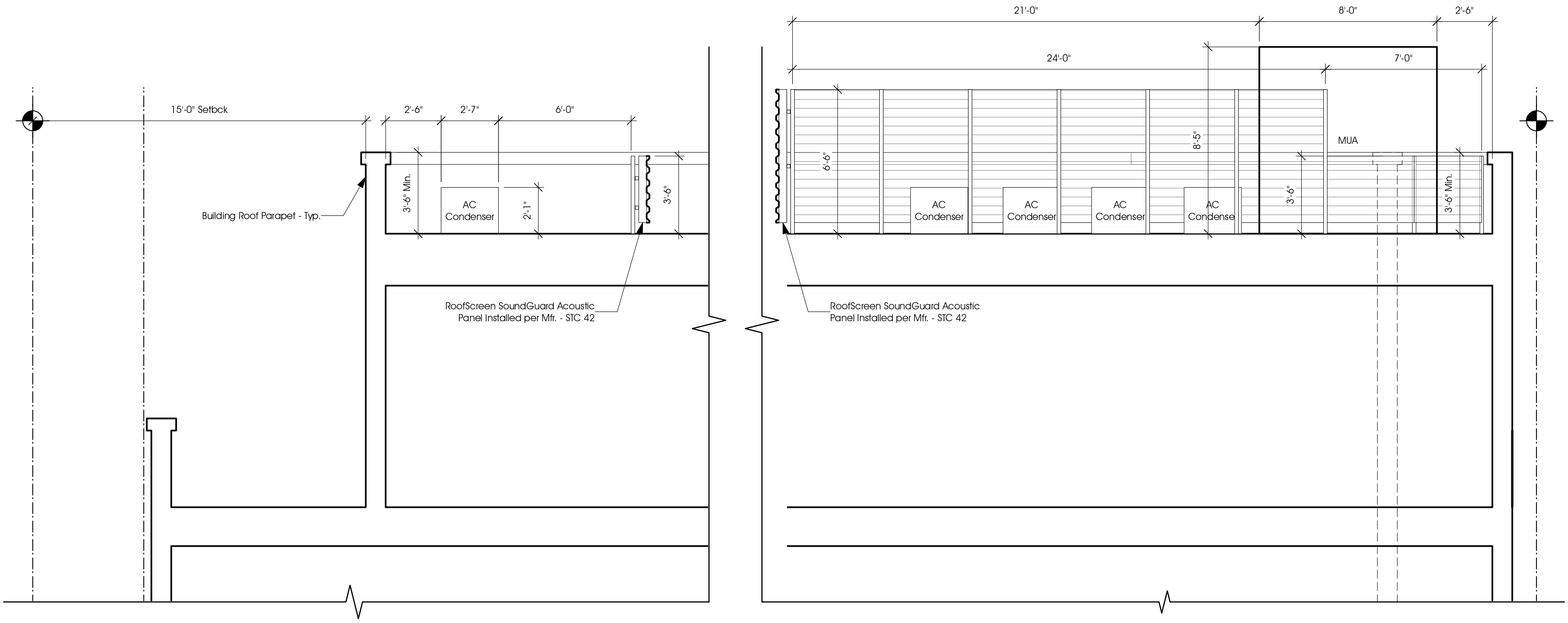
1. CENTER OF GRAVITY .



NOTE: ALL DIMENSIONS IN INCH (MM)

U.S. ECCN: Not Subject to Regulation (N.S.R.)

SD57504 REV. A



N-S Mech. Screening Section

Scale: 1/4" = 1'-0"

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SECTION 134800
ACOUSTICAL PANELS

Display hidden notes to specifier in Word 2003 by using "Tools"/"Options"/"View"/"Hidden Text".

Display hidden notes to specifier in Word 2007 or later by clicking on the Show/Hide icon (¶)

1.GENERAL

1.1. SECTION INCLUDES

A. Acoustical panels as shown on the Drawings and specified herein.

1.2. RELATED SECTIONS

A. Section 051200 - Structural Steel: Metal Framing.

B. Section 055000 - Metal Fabrications: Frames and supports.

1.3. REFERENCES

A. ASTM A 792 - Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.

B. ASTM A 240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip.

C. ASTM A 653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

D. ASTM C 423 - Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.

E. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions.

F. ASTM E 136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750°C.

G. ASTM E 2235 - Standard Test Method for Determination of Decay Rates for Use in Sound Insulation Test Methods.

1.4. COORDINATION

A. Coordinate Work with other operations and installation of support framing to avoid damage to installed materials.

1.5. ACTION SUBMITTALS

A. Submit under provisions of Section 013300.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

C. Shop Drawings: Layout and erection drawings showing typical cross sections and dimensioned locations of all panel assemblies, trims, sub girts and support frames. Include erection drawings, elevations, and details where applicable.

D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

1.6. INFORMATIONAL SUBMITTALS

A. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

B. Acoustical Test Reports: 3 copies of acoustical test reports.

C. Warranties: 3 signed copies.

1.7. QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer with a minimum two years documented experience in producing acoustical panels.

B. Provide acoustical panels by a firm having undivided responsibility for the entire panel system design, fabrication and installation, except as otherwise specified herein.

C. Provide acoustical panels in strict accordance with state and local building codes and ordinances and conforming to applicable wind load factors relative to framing and anchorage.

D. Acoustical Performance: Provide acoustical panels tested by a qualified testing agency for the following acoustical properties according to test methods indicated:
   1. Sound Transmission Requirements: Acoustical panel assembly tested in a full-scale opening, 14 feet by 9 feet (4.27 m by 2.74 m).

E. Pre-Installation Meeting:
   1. Convene at job site, at least seven calendar days prior to scheduled beginning of construction activities of this section, to review requirements of this section.
   2. Require attendance by representatives of the installing subcontractor (who will represent the system manufacturer) and other entities affected by construction activities of this section.
   3. Notify Architect four calendar days in advance of scheduled meeting date.

F. Source Limitations for Acoustical Panels: Obtain acoustical panels from one source with resources to provide products of consistent quality in appearance and physical properties.

G. Comply with all laws, ordinances, rules and regulations and orders of any public authority having jurisdiction over this part of the work.

H. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
   1. Locate in area designated by Architect.
   2. Construct mock-up of one complete panel assembly at full height, and minimum 4 ft width, or otherwise specified by architect. Mock-up shall be supported on each end by support members matching those being used in the system design.
   3. Do not proceed with remaining work until workmanship, color, and location is approved by Architect.
   4. Remove mock-up if required by Architect.
   5. Accepted mock-up may remain in place.

1.8. DELIVERY, STORAGE AND HANDLING

A. Deliver panel components to the project site clearly marked for proper identification.

B. Receive, handle and store materials in conformance with the manufacturers printed instructions.

C. Store products under cover, in manufacturer's unopened packaging until ready for installation.

D. Protect materials from exposure to moisture.

E. Store materials in a dry, warm, ventilated weathertight location.

F. Protect metal fabrications from damage by exposure to weather.

G. Handling: Use a forklift or crane to move material. Do not lift the bundles by the metal bands.
   1. Fork Lift: Spread the forks as far as possible to balance the load. Drive slowly when moving long bundles over uneven surfaces to avoid tipping the load
   2. Crane: Position the canvas sling straps so that the space between the straps is at least 1/3 the length of the bundle. Use sling straps with looped ends running one end of the strap through the loop at the other end to cinch the bundle when lifted. When setting the load on the roof, put wood blocks under it to protect the roof and allow space to remove the sling straps.

1.9. PROJECT CONDITIONS

A. Field Measurements: Verify substrate dimensions by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
   1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating acoustical panel system without field measurements. Coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.10. WARRANTY

A. Acoustical Panel System: Provide manufacturer's written warranty stating that the panel system is to be free of faults and defects, except the warranty period is to be for twenty (20) years from the date of final acceptance by owner.

B. Panel Finish:
   1. Provide written warranty stating that the paint finish applied on all acoustical panel systems will be free from chipping, peeling, cracking, fading, or blistering, except the warranty period is to be for twenty (20) years.
   2. Provide warranty signed by the panel manufacturer and paint finish applicator (if separate from manufacturer).

C. The above warranties are in addition to, and not a limitation of, other rights the Owner may have under the Contract Documents.

2.PRODUCTS

2.1. PERFORMANCE REQUIREMENTS

A. Design Loads: Comply with Building Code for site location and building height.
   1. Design to resist ASCE 7 - Minimum Design Loads for Buildings and Other Structures, using the latest published ASCE version.
   2. Design all materials, assembly and attachments to resist snow, wind, suction and uplift loading at any point without damage or permanent set.

B. Thermal Movement: Normal thermal movement is defined as that resulting from a 120 degrees F maximum change (range) in ambient temperature. Base design calculations on actual surface temperatures of metals due to both solar heat gain and night time sky heat loss.

C. Anchors and Connections:
   1. Anchors, connections and assemblies connecting the acoustical panels and associated fabrications to the supporting construction are shown on the Drawings as suggested locations for the acoustical panel manufacturer/installer's information. The acoustical panel manufacturer/installer is responsible for the structural design and placement of the connections and anchors, including all connecting hardware, accessories and reinforcing necessary for fabrication, and installation of the acoustical panels and associated fabrications.
   2. The acoustical panel manufacturer is to notify the Architect in writing prior to the submittal of shop drawings of any changes in the proposed locations of connections and anchors.
   3. The Architect's review of shop drawings is not to be construed as removing responsibility from the acoustical panel manufacturer/installer for structural failures related to design, fabrication, installation, and fabrication services.

D. Assembly Options:

   1. SG32
      a. Laboratory sound transmission class (STC) rating of 32 according to ASTM E 90, determined by ASTM E 413.

b. Noise reduction coefficient (NRC) of 1.05 according to ASTM C 423.
c. Decay rates for use in sound insulation test methods according to ASTM E 2235.

2. SG38
a. Laboratory sound transmission class (STC) rating of 38 according to ASTM E 90, determined by ASTM E 413.
b. Noise reduction coefficient (NRC) of 1.05 according to ASTM C 423.
c. Decay rates for use in sound insulation test methods according to ASTM E 2235.

3. SG40
a. Laboratory sound transmission class (STC) rating of 40 according to ASTM E 90, determined by ASTM E 413.
b. Noise reduction coefficient (NRC) of 1.05 according to ASTM C 423.
c. Decay rates for use in sound insulation test methods according to ASTM E 2235.

4. SG42
a. Laboratory sound transmission class (STC) rating of 42 according to ASTM E 90, determined by ASTM E 413.
b. Noise reduction coefficient (NRC) of 1.05 according to ASTM C 423.
c. Decay rates for use in sound insulation test methods according to ASTM E 2235.

5. SG48
a. Laboratory sound transmission class (STC) rating of 48 according to ASTM E 90, determined by ASTM E 413.
b. Noise reduction coefficient (NRC) of 1.05 according to ASTM C 423.
c. Decay rates for use in sound insulation test methods according to ASTM E 2235.

2.2. MANUFACTURERS

A. Acceptable Manufacturer: RoofScreen Mfg., which is located at: 1500 Green Hills Rd, Suite 202 Scotts Valley, CA 95066; Tel: 831-421-9230; Fax: 866-253-0738; Email: request info (info@roofscreen.com); Web: www.roofscreen.com.

B. Substitutions: Not permitted.

C. Requests for substitutions will be considered in accordance with provisions of Section [012500, Substitutions Procedures][016000, Product Requirements and Substitutions].

2.3. MATERIALS

A. Face Panel:
1. Profile:
a. 7.2 Rib Panel.
b. 3 inch Deep Rib Panel.
c. Flush Panel.
d. R Panel.

e. U Panel.
f. 7/8 inch (22 mm) Corrugated.
g. Flush Textured Panel.

2. Base Metal:
   a. Minimum 26 gauge Galvalume steel sheet, AZ50, conforming to ASTM A 792 for painted and unpainted panels.
   b. Minimum 24 gauge Galvalume steel sheet, AZ50, conforming to ASTM A 792 for painted and unpainted panels.
3. Finish:
   a. PVDF fluoropolymer, 1 mil, 2 coat, 70 percent.
   b. Siliconized polyester thermoset coating, 0.90 mil minimum dry film thickness.
   c. Color as selected by Architect from manufacturer's standard color range, 20 colors minimum.
   d. Coat reverse side with off-white primer coat.
4. Panel Fasteners: No. 12 self-tapping sheet metal screw. Color coat heads to match panel color.
5. Panel Trim: Same material and finish as panel. Configuration as shown on Drawings

B. Face Panel: Panel No. _____ as manufactured by _____.
1. Base Metal: _____.
2. Finish: _____.
3. Panel Fasteners: _____.
4. Panel Trim: _____.

C. Rails and Tracks: 16 gauge galvanized steel.

D. Acoustical Insulation: Mineral-wool fiber conforming to ASTM E 136.
1. Density: 6 pcf.
2. Absorption: Less than 1 percent water.
3. Flame Spread: 15 or less.
4. Smoke Developed: 0 or less.

E. Back Panel:
   a. 24 gauge perforated sheet, Galvalume steel, AZ50, conforming to ASTM A 792.
   b. 24 gauge perforated sheet, 304 stainless steel, conforming to ASTM A 240.

B. Intermediate Leaf:
   a. 16 gauge galvanized sheet conforming to ASTM A 653.

2.2. FABRICATION

A. Fabricate components in largest practical sections possible for delivery and field assembly.

B. Supply components required for anchorage of panels. Fabricate anchors and related components of same material and finish as panels, except where specifically noted otherwise.

C. Trim and Closures: Fabricated and finished with materials and colors matching the face panels being used on the project.

3.EXECUTION

3.1. INSPECTION

A. Examine all conditions of construction and surface to receive parts of the work specified herein and shown on the Drawings. Verify all dimensions of in-place and subsequent construction. Installation of materials constitutes acceptance of the conditions and related construction.

3.2. INSTALLATION

A. Install acoustical panels in accordance with manufacturer's printed instructions.

B. Set all items in their correct locations as shown on the final reviewed shop drawings, level, square, plumb and at proper elevations and in alignment with other work.

C. Exercise care when installing components so as not to damage finish surfaces. Touch up as required to repair damaged finishes.

3.3. CLEANING AND PROTECTION

A. Upon completion of the work remove all unused materials, debris, containers and equipment from the project site. Clean and repair finished surfaces that have been marked or otherwise damaged by work under this Section.

B. Protect acoustical panels during construction period so that they will be without any indication of deterioration or damage at the time of acceptance by Owner.

C. Remove and replace any acoustical panels damaged or stained at no additional cost to the Owner.

END OF SECTION

VX-312-40I-R-F2

Unit Performance

Design Conditions

Elevation (ft)	Summer		Winter DB (F)	Supply (CFM)	Outdoor Air (CFM)	Exhaust Air (CFM)
	DB (F)	WB (F)				
673	95.0	75.0	-10.0	7,800	7,800	-

Unit Specifications

Qty	Weight (lb)	Cooling Type	Heating Type	Unit Installation	Unit ETL Listing	Furnace ETL Listing
1	6,226 (+/- 5%)	Packaged DX	Indirect Gas	Outdoor	60335-2-40	ANSI Z83.8 / CSA 2.6

Configuration

Outdoor Air		Exhaust Air	
Intake	Discharge	Intake	Discharge
End	Side	None	-

ASHRAE 90.1 Compliance

	ASHRAE 90.1 Min. Efficiency	Calculated Efficiency	Compliance
ISMRE2 (ASHRAE 90.1-2022)	3.8	6.1	✓

Cooling Specifications

Type	Total Capacity (MBH)	Sensible Capacity (MBH)	Lead Compressor Type	Coil (DB/WB)		Reheat	
				EAT (F)	LAT (F)	Capacity (MBH)	LAT (F)
Packaged DX	504.9	311.0	Inverter Scroll	95.0 / 75.0	55.0 / 54.9	280.2	90.0

Heating Specifications

Type	Gas Type	Input (MBH)	Output (MBH)	Temperature Rise		Turndown	Performance	
				Min (F)	Max (F)		EAT (F)	LAT (F)
Indirect Gas	Natural	1,000.0	810.0	9.6	96.1	10:1	-10.0	86.1

Motor Specifications

Motor	Qty	Operating Power (hp)	Size (hp)	Enclosure	Efficiency	RPM
Supply	2	2.45	3	ODP	NEMA Premium	1165

Electrical Specifications

Power Supply	Rating (V/C/P)	MCA (A)	MOP (A)	FLA (A)	Fan Power (W/CFM)*
Unit	208/60/3	194.7	250.0	179.1	0.468

*Fan Power (W/CFM) = (Supply BHP + Exhaust BHP) / Supply CFM

Construction Features And Accessories

Unit	
Unit Installation - Outdoor	Std
Unit Construction - Double Wall	Std
Insulation - 2 inch 2.4# R16 foam	Std
Corrosion Resistant Fasteners	Std
Hinged Access	Std
Factory Wired Non-Fused Disconnect Switch	Std
Direct Drive Plenum Blower & Motor Assemblies	X
Factory Wired VFDs	Std
Unit Finish - Permatector, Concrete Gray (RAL 7023)	X
Stainless Steel Condensate Drain Pan and Connection	Std
Condensate Drain Trap	Std
Short Circuit Current - 5 kA	X
Controls	
Unit Controls - Full Factory Control	Std
Internally Mounted Control Center with 24 VAC control transformer(s) and control circuiting fusing	Std
BMS Protocol - BACnet IP	X
BMS Monitoring Points	
Supply Fan Control - Duct Static Pressure	X
Exhaust Fan Control	
Exhaust Fan Only Power	
Energy Wheel Rotation Sensor	
Web-Based User Interface	Std
Damper Control - 100% OA-No Recirculation	X
Economizer Control	
Furnace Control - 10:1	X
Unoccupied Recirc Mode	
Control Accessories	
Remote Display	
Dirty Filter Sensor(s) - Supply	X
Airflow Monitor - Supply Air	X
Room Thermostat - Space Temp and RH	X
Phase/Brownout Protection	Std
Economizer Fault Detection Diagnostics	

Accessories	
Recirc Air Damper	
Outdoor Air Damper - Low Leakage	X
Return Air Damper	
Roof Curb - GKD - 91.4/148.6-G24	X
Supply Air Filters - 2" Merv 8, 8-16x24x2, 4-20x24x2	Std
Service Outlet	
Piping Vestibule	
Service Lights	
Condensate Overflow Switch	X
Spare Filters	
Exhaust Discharge Gravity Backdraft Damper	
ElectroFin Coil Coating	
Motor Shaft Grounding	X
Bipolar Ionization	
Smoke Detector(s)	
Barometric Relief Damper	
UV Lights	
Power Venting	Std
Hail Guards	
Warranty Options	
Unit Warranty - 18 Months (Std.)	Std
Compressor Warranty - 5.5 Yrs. (4 Yrs. Extended)	X
Furnace HX Warranty - 25 Yrs.	Std

Standard Option	Std
Not Included	
Included	X

Notes
Verify that the correct BMS Protocol has been selected before ordering
Outdoor Air Damper supplied is low leakage, motorized VCD-23 (leakage rate of 3 CFM/ft^2 @ 1 in. wg), Class 1A
Leak detection sensors
Unit refrigeration system does not have the means to be vented externally. See local mechanical codes for mounting restrictions which includes indoor mounting and mounting less than 15ft above ground level.

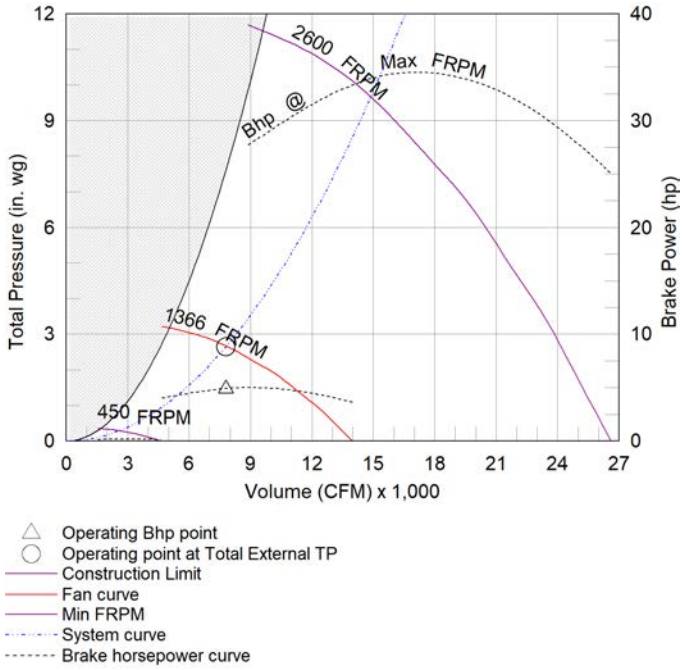
Supply Fan Charts And Performance

Supply Fan Performance									
Total Volume (CFM)	External SP (in. wg)	Total SP (in. wg)	RPM	Operating Power (hp)	Motor		Fan		
					Qty	Size (hp)	Qty	Type	Drive-Type
7,800	1.75	2.656	1366	2.45	2	3	2	Plenum	Direct

Pressure Drop (in. wg)						
Weatherhood	Filter	Damper	Cooling	Heating	External	Total
0.097	0.09	0.053	0.295	0.304	1.75	2.656

Sound Performance in Accordance with AMCA										
Sound Power by Octave Band								Lwa	dBA	Sones
62.5	125	250	500	1000	2000	4000	8000			
83.5	85.8	83.7	76.2	70.8	66.9	70.6	68.3	80.2	68.7	18.2

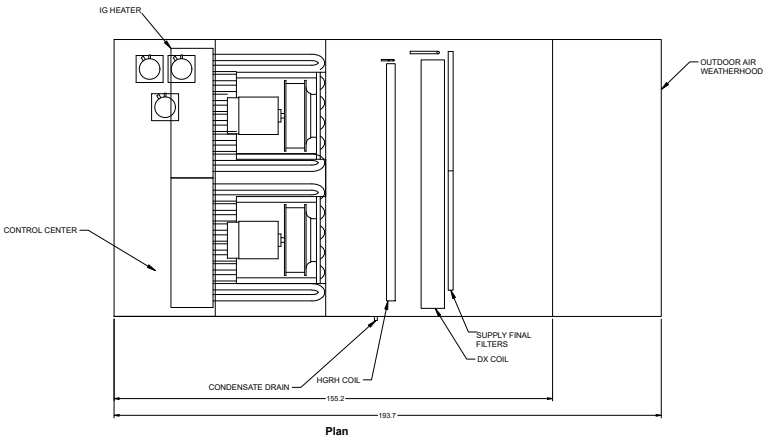
Supply Fan



Radiated Sound

Position A

Dimensional Overview



Position D

Position B

Position C

"E" is the Top Plane

Supply Air Flow Nominal, Largest Tonnage Condensing Section Available, PDX units only

Radiated Sound Levels										
Plane	Octave Bands (Lw)								Plane Lw	Plane LwA
	1	2	3	4	5	6	7	8		
A	85	86	81	78	79	72	67	63	90	82
B	83	80	82	70	68	63	58	52	87	76
C	85	86	81	78	76	71	66	61	90	81
D	82	79	77	70	67	65	59	53	85	74
E	92	94	86	82	84	78	71	66	97	88
Total	94	96	89	85	86	80	74	69	99	90

AMCA 320-07 - Laboratory Methods of Sound Testing of Fans Using Sound Intensity
Tests conducted in accordance with this standard.
Free field measurement plane created 1 foot from unit on all sides and top.
Sound Intensity measured in Watts/m^2.
Sound data converted to Sound Power (Lw) for the chart above.
A-Weighted Sound Power was determined using AMCA Standard 301-90 Clause 9.1.
Plane E sound data was measured above the top plane of the unit.

Cooling Performance

Cooling Specifications									
Nominal Tonnage	Entering Air (F)		Leaving Air (F)		Capacity (MBH)		Reheat		Condensing Ambient Temp (F)
	DB	WB	DB	WB	Total	Sensible	Capacity (MBH)	LAT (F)	
40	95.0	75.0	55.0	54.9	504.9	311.0	280.2	90.0	95.0

Coil Information								
PDX Coil Model	Fins Per Inch	Rows Deep	Face Vel. (ft/min)	Coil PD (in. wg)	Refrigerant	Refrig. Velocity (ft/min)	Face Area (ft2)	Suction Temp (F)
DX12C06S12-56.25x86.5-RH	12	6	231	0.295	R-454B	1,261	33.79	50.2

Compressor Details									
Lead Compressor Type	Compressor Qty	Compressor RLA (A)				Compressor LRA (A)			
		Comp. 1	Comp. 2	Comp. 3	Comp. 4	Comp. 1	Comp. 2	Comp. 3	Comp. 4
Inverter Scroll	3	38.4	33.3	62.1	-	NA	255	528.2	-

A2L Installation Requirement - UL 60335-2-40		
Largest Circuit Charge	Minimum Circulation Airflow	Minimum Total Conditioned Room Area
58.6lb / 26.6kg	1,588 CFM	880 ft2

Local codes and standards may have requirements regarding the installation of A2L refrigerants in addition to manufacturing instructions provided for listed and labeled equipment.

Unit Details
Refrigerant charges provided by the factory are approximate and may require adjustment in the field
Hermetic scroll type compressors
Compressors mounted on neoprene vibration isolation
Crankcase heater on staged compressor
Electronic expansion valve on lead circuit, thermostatic expansion valve on staged circuit
Stainless steel double sloped drain pan
Moisture-indicating sight glass
Service/charging valves
Refrigerant high pressure switch (manual reset)
Liquid-Line filter drier
Leak detection sensors
Multiple low sound condensing fans with Lead ECM condensing fan for modulating head pressure control
Inverter scroll compressor
Refrigerant low pressure switch (auto reset)
Unit cannot be mounted in an enclosed space.

Important Notes:
Capacity is based on incoming voltage selected. If incoming power varies it may affect the capacity of your selection.

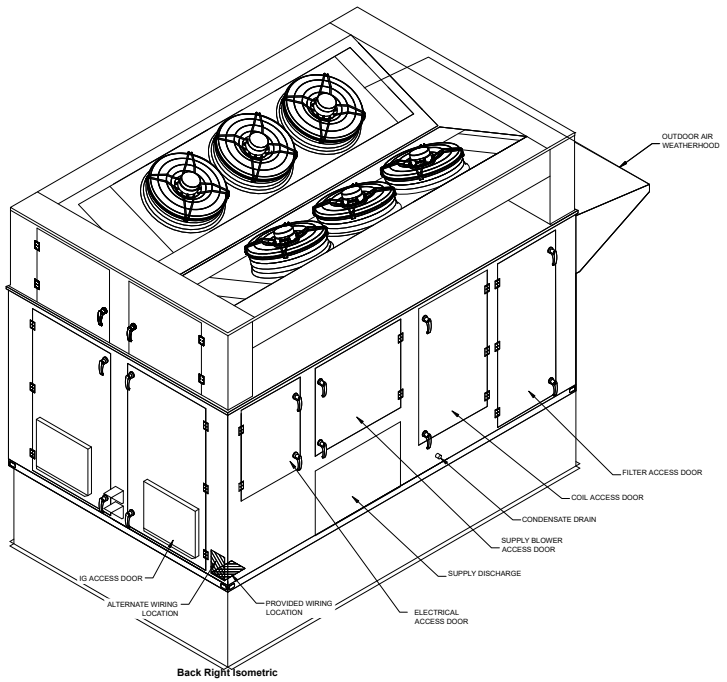
Heating Performance

Heating Specifications								
Type	Gas Type	Input (MBH)	Output (MBH)	Temperature Rise		Turndown	Performance	
				Min (F)	Max (F)		EAT (F)	LAT (F)
Indirect Gas	Natural	1,000.0	810.0	9.6	96.1	10:1	-10.0	86.1

Unit Details
ANSI standard Z83.8 and CSA 2.6
High Thermal efficiency
Direct spark ignition
1" NPT Gas Connection - Qty 2
At least 6 in. wg of natural gas pressure is required at the units gas connection in order to achieve maximum performance
Power Venting
24 Volt Control Power
Stainless Steel heat exchange tubes
Unit controller maximum allowable supply discharge air set point is 100F (37.8C)

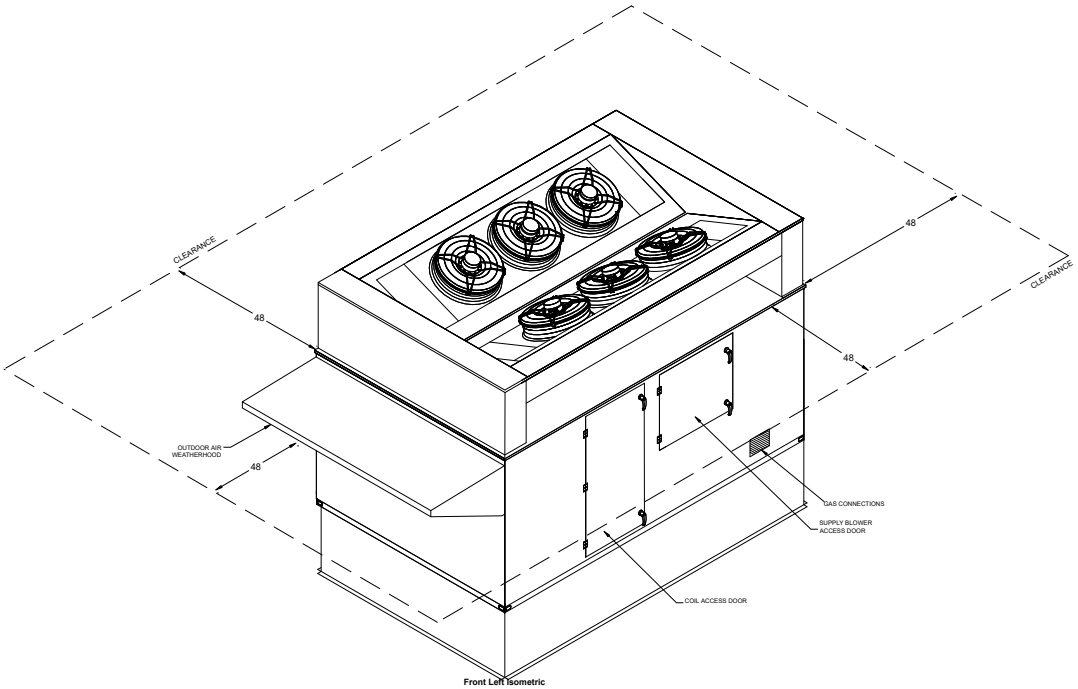
Isometric Drawings

Component Layout



Back Right Isometric

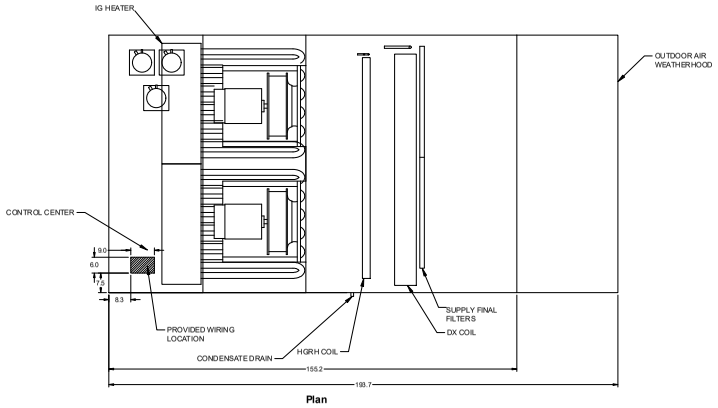
Service Clearances



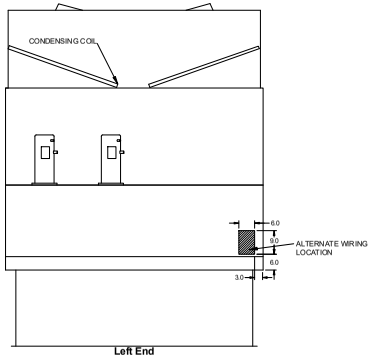
Front Left Isometric

Overview Drawings

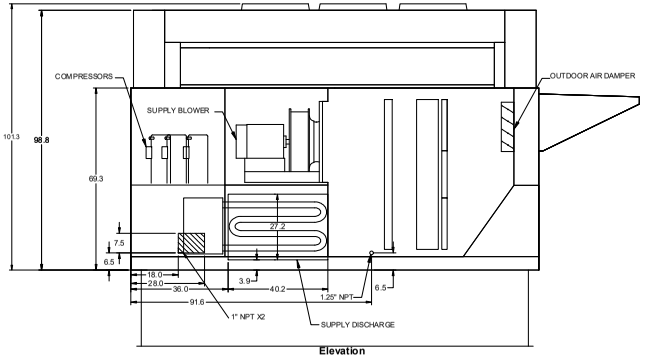
Dimensional Overview



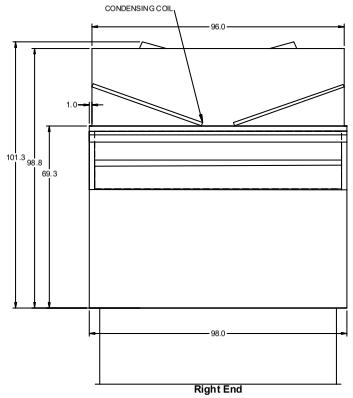
Plan



Left End

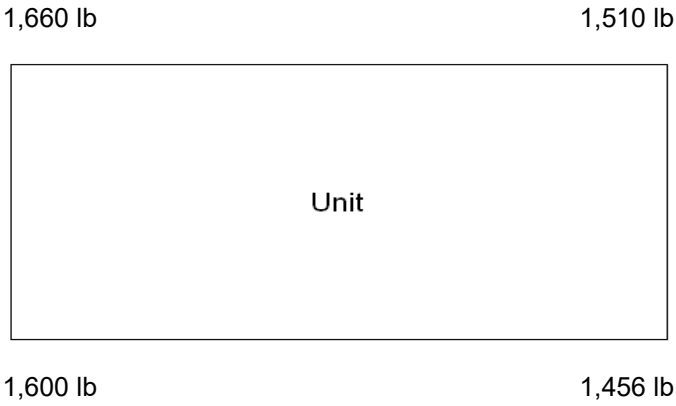


Elevation



Right End

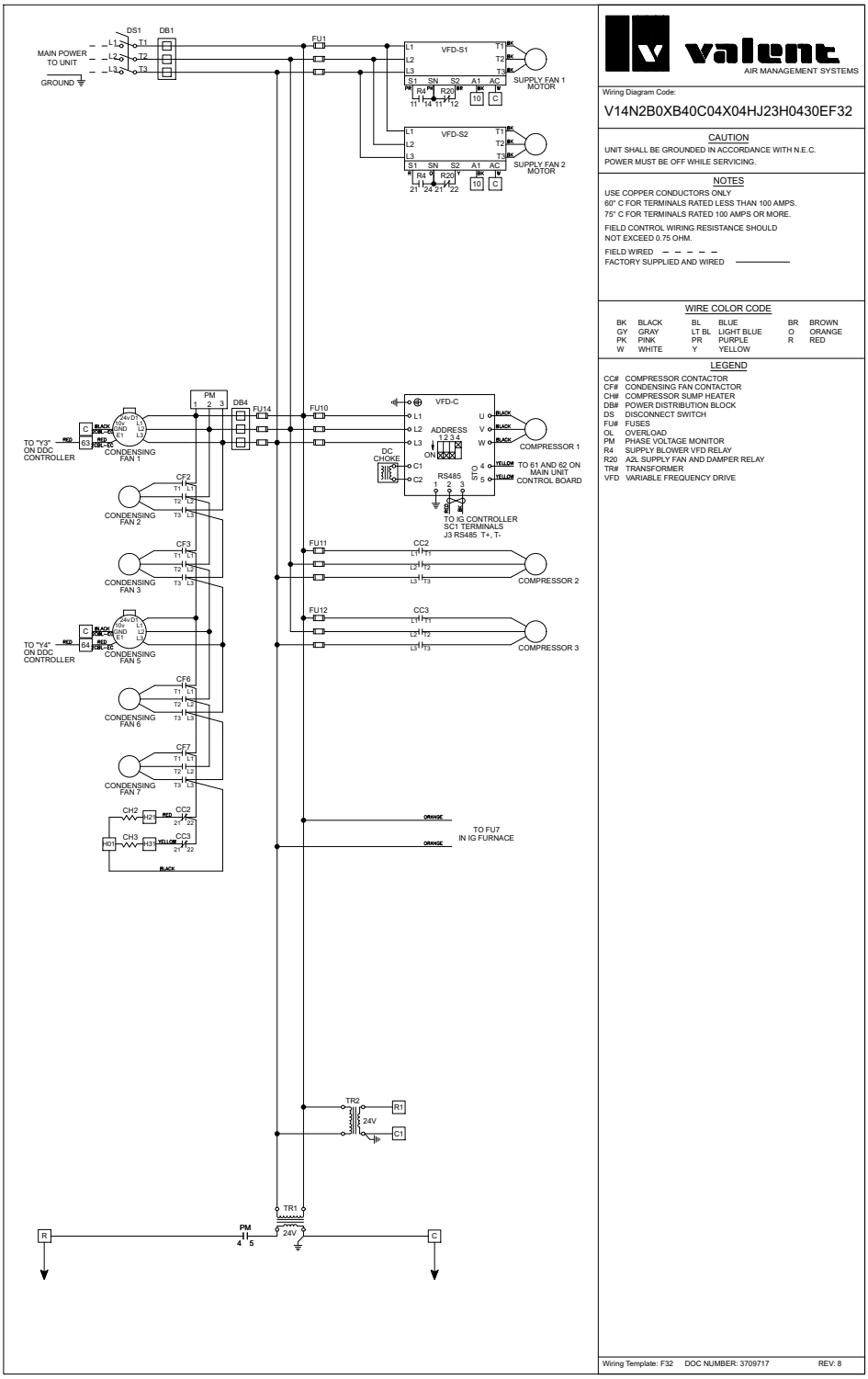
Unit Corner Weights



Note

Estimated corner weights are shown looking down on unit and the outside air intake will be on the right. Weights are applied at the base of the unit. Images not drawn to scale.

Wiring Diagram



AIR MANAGEMENT SYSTEMS

Wiring Diagram Code:

V14N2B0XB40C04X04HJ23H0430EF32

CAUTION

UNIT SHALL BE GROUNDED IN ACCORDANCE WITH N.E.C.
POWER MUST BE OFF WHILE SERVICING.

NOTES

USE COPPER CONDUCTORS ONLY
60° C FOR TERMINALS RATED LESS THAN 100 AMPS.
75° C FOR TERMINALS RATED 100 AMPS OR MORE.

FIELD CONTROL WIRING RESISTANCE SHOULD NOT EXCEED 0.75 OHM.

FIELD WIRED – – – – –
FACTORY SUPPLIED AND WIRED ————

WIRE COLOR CODE

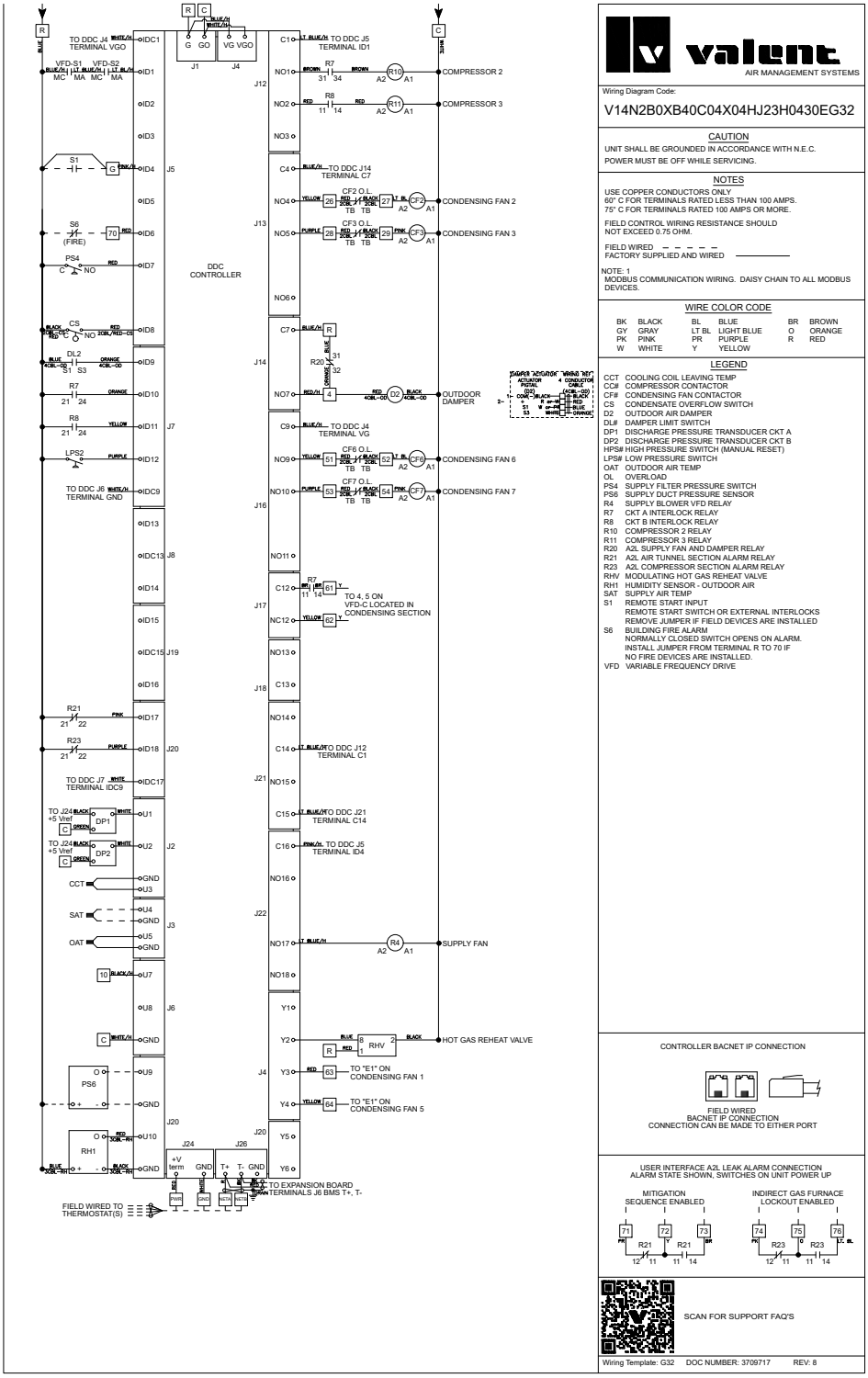
BK	BLACK	BL	BLUE	BR	BROWN
GY	GRAY	LT BL	LIGHT BLUE	O	ORANGE
PK	PINK	PR	PURPLE	R	RED
W	WHITE	Y	YELLOW		

LEGEND

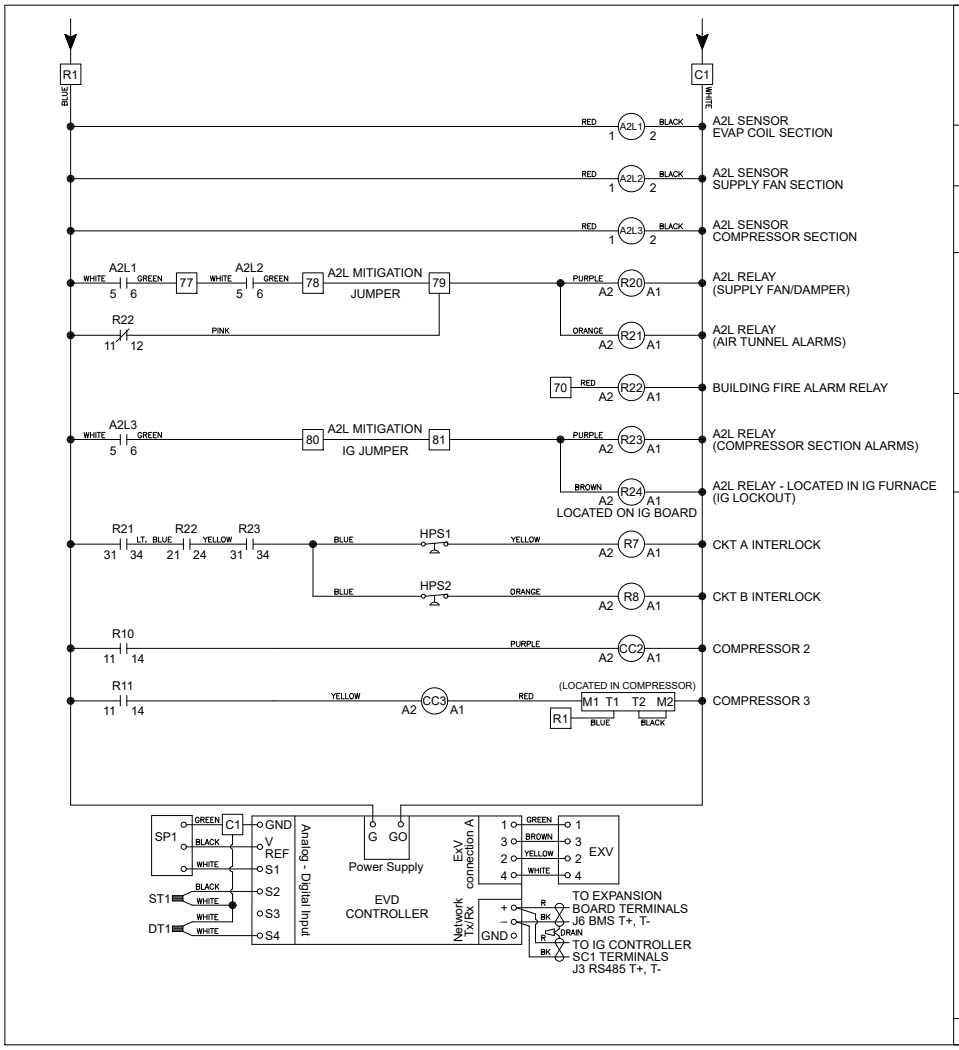
CC#	COMPRESSOR CONTACTOR
CF#	CONDENSING FAN CONTACTOR
CH#	COMPRESSOR SUMP HEATER
DB#	POWER DISTRIBUTION BLOCK
DS	DISCONNECT SWITCH
FU#	FUSES
OL	OVERLOAD
PM	PHASE VOLTAGE MONITOR
R4	SUPPLY BLOWER VFD RELAY
R20	A2L SUPPLY FAN AND DAMPER RELAY
TR#	TRANSFORMER
VFD	VARIABLE FREQUENCY DRIVE

Wiring Template: F32 DOC NUMBER: 3709717 REV: 8

Wiring Diagram 2



Wiring Diagram 3



valent
AIR MANAGEMENT SYSTEMS

Wiring Diagram Code:

V14N2B0XB40C04X04HJ23H0430EL32

CAUTION

UNIT SHALL BE GROUNDED IN ACCORDANCE WITH N.E.C.
POWER MUST BE OFF WHILE SERVICING.

NOTES

USE COPPER CONDUCTORS ONLY
60° C FOR TERMINALS RATED LESS THAN 100 AMPS.
75° C FOR TERMINALS RATED 100 AMPS OR MORE.

FIELD CONTROL WIRING RESISTANCE SHOULD NOT EXCEED 0.75 OHM.

FIELD WIRED – – – – –
FACTORY SUPPLIED AND WIRED ————

WIRE COLOR CODE

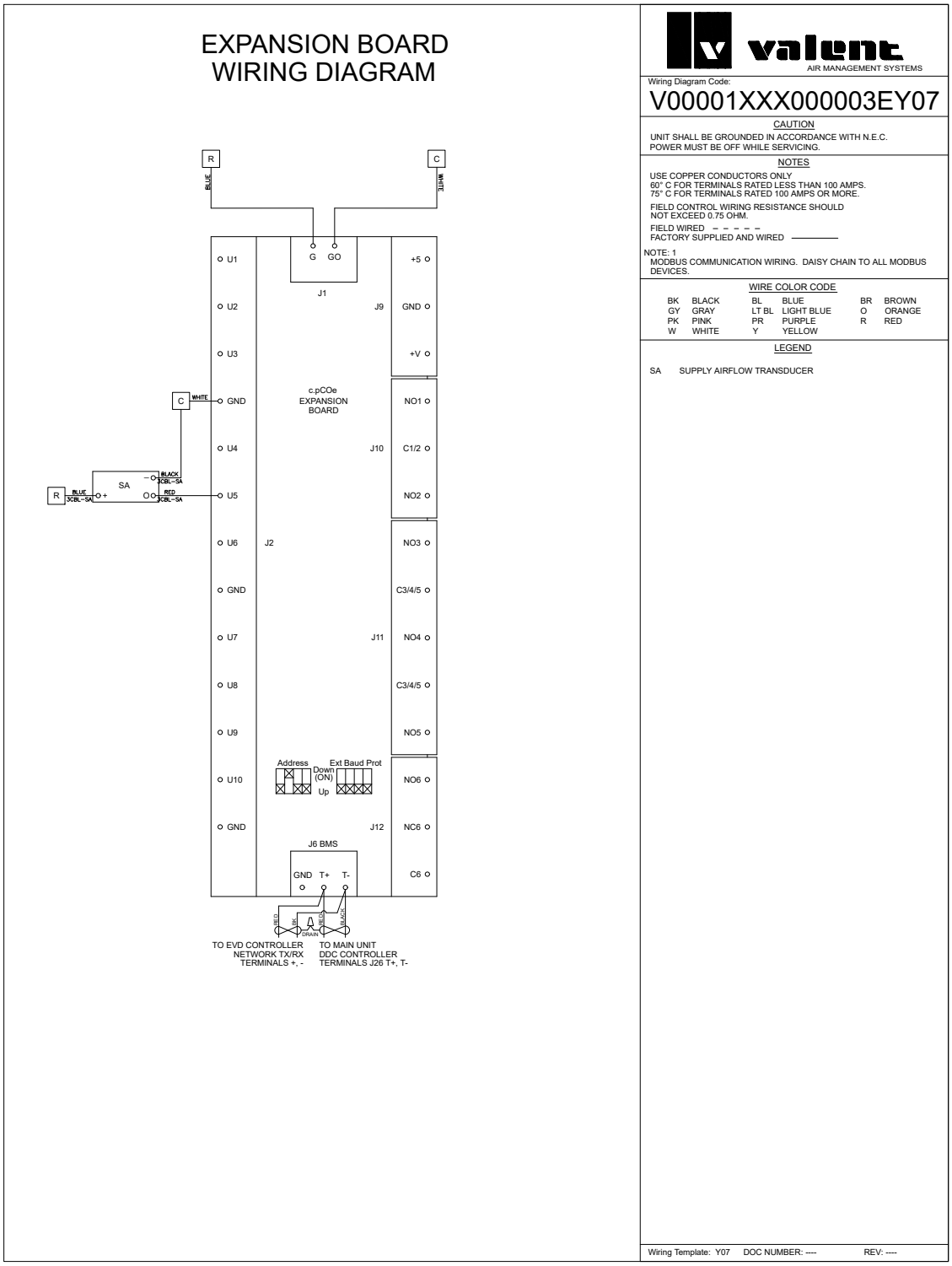
BK	BLACK	BL	BLUE	BR	BROWN
GY	GRAY	LT BL	LIGHT BLUE	O	ORANGE
PK	PINK	PR	PURPLE	R	RED
W	WHITE	Y	YELLOW		

LEGEND

A2L#	A2L REFRIGERANT LEAK SENSOR
CC#	COMPRESSOR CONTACTOR
DT1	DISCHARGE LINE TEMP CKT A
EXV	ELECTRONIC EXPANSION VALVE
R7	CKT A INTERLOCK RELAY
R8	CKT B INTERLOCK RELAY
R10	COMPRESSOR 2 RELAY
R11	COMPRESSOR 3 RELAY
R20	A2L SUPPLY FAN AND DAMPER RELAY
R21	A2L AIR TUNNEL SECTION ALARM RELAY
R22	BUILDING FIRE ALARM RELAY
R23	A2L COMPRESSOR SECTION ALARM RELAY
R24	A2L ALARM IG LOCKOUT RELAY RELAY LOCATED ON IG FURNACE CONTROL CENTER BOARD
SP1	SUCTION PRESSURE TRANSDUCER CKT A
ST1	SUCTION LINE TEMP CKT A
VFD	VARIABLE FREQUENCY DRIVE

Wiring Template: L32 DOC NUMBER: 3709717 REV: 8

Monitoring Points Wiring Diagram



Valent Network Interface v10.001 Modbus/BACnet Points List

Variable	Description	BACnet Object	ModBus Object	Read or Write	Text or Unit of M		Included
					Active	Inactive	
Space_Temp_Analog_Input	Space Temperature	AI-1	30002	R	°F		X
Supply_Temp_Analog_Input	Supply Temperature	AI-2	30004	R	°F		X
Outside_Air_Temp_Analog_Input	Outside Air Temperature	AI-3	30006	R	°F		X
Mixed_Temp_Analog_Input	Mixed Temperature	AI-4	30008	R	°F		
Cold_Coil_1_Temp_Analog_Input	Cold Coil 1 Temperature	AI-5	30010	R	°F		X
Return_Temp_Analog_Input	Return Temperature	AI-7	30014	R	°F		
Exhaust_Temp_Analog_Input	Exhaust Temperature	AI-8	30016	R	°F		
Space_RH_Analog_Input	Space % Relative Humidity	AI-9	30018	R	%		X
Outside_RH_Analog_Input	Outside % Relative Humidity	AI-10	30020	R	%		
Return_RH_Analog_Input	Return % Relative Humidity	AI-11	30022	R	%		
Return_Duct_Static_Pressure_Analog_Input	Return Duct Static Pressure	AI-12	30024	R	"wc		
Space_Static_Pressure_Analog_Input	Space Static Pressure	AI-13	30026	R	"wc		
Supply_Duct_Static_Pressure_Analog_Input	Supply Duct Static Pressure	AI-14	30028	R	"wc		
Space_CO2_1_Analog_Input	Space 1 CO2 ppm	AI-15	30030	R	ppm		
Return_CO2_Analog_Input	Return CO2 ppm	AI-17	30034	R	ppm		
Circuit_A_Discharge_Temp_Analog_Input	Circuit A Discharge Temperature	AI-20	30040	R	°F		X
Circuit_A_Suction_Temp_Analog_Input	Circuit A Suction Temperature	AI-21	30042	R	°F		X
Circuit_B_Discharge_Temp_Analog_Input	Circuit B Discharge Temperature	AI-22	30044	R	°F		X
Circuit_B_Suction_Temp_Analog_Input	Circuit B Suction Temperature	AI-23	30046	R	°F		X
Circuit_A_Discharge_Pressure_Analog_Input	Circuit A Discharge Pressure	AI-28	30056	R	psig		X
Circuit_A_Suction_Pressure_Analog_Input	Circuit A Suction Pressure	AI-29	30058	R	psig		X
Circuit_B_Discharge_Pressure_Analog_Input	Circuit B Discharge Pressure	AI-30	30060	R	psig		X
Circuit_B_Suction_Pressure_Analog_Input	Circuit B Suction Pressure	AI-31	30062	R	psig		X
Aux_In_Customer_1	Customer defined auxiliary input	AI-36	30072	R	selectable		
Aux_In_Customer_2	Customer defined auxiliary input	AI-37	30074	R	selectable		
Aux_In_Customer_3	Customer defined auxiliary input	AI-38	30076	R	selectable		
Aux_In_Customer_4	Customer defined auxiliary input	AI-39	30078	R	selectable		
Aux_In_Customer_5	Customer defined auxiliary input	AI-40	30080	R	selectable		
Aux_In_Customer_6	Customer defined auxiliary input	AI-41	30082	R	selectable		
Aux_In_Customer_7	Customer defined auxiliary input	AI-42	30084	R	selectable		
Aux_In_Customer_8	Customer defined auxiliary input	AI-43	30086	R	selectable		
Aux_In_Customer_9	Customer defined auxiliary input	AI-44	30088	R	selectable		
Aux_In_Customer_10	Customer defined auxiliary input	AI-45	30090	R	selectable		
Circuit_A_Liquid_Line_Temp_Analog_Input	Circuit A Liquid Line Temperature	AI-46	30256	R	°F		
Circuit_B_Liquid_Line_Temp_Analog_Input	Circuit B Liquid Line Temperature	AI-47	30258	R	°F		
Circuit_C_Liquid_Line_Temp_Analog_Input	Circuit C Liquid Line Temperature	AI-48	30260	R	psig		
Circuit_D_Liquid_Line_Temp_Analog_Input	Circuit D Liquid Line Temperature	AI-49	30262	R	psig		
Temperature_Setpoint	Main Temperature Set point Supply, Space, or Return target temperature	AV-1	40002	RW	°F		X
Temperature_Heat_Cool_Deadband	Heat/Cool Spt Deadband when Room or Return control is active Clg Spt = Deadband /2 + Temp Spt Htg Spt = Deadband /2 - Temp Spt	AV-2	40004	RW	Delta in °F		X
Temperature_Setpoint_Unoccupied	Main Temperature Set point Supply, Space, or Return target temperature	AV-3	40006	RW	°F		
Temperature_Heat_Cool_Deadband_Unoccupied	Heat/Cool Spt Deadband when Room or Return control is active Clg Spt = Deadband /2 + Temp Spt Htg Spt = Deadband /2 - Temp Spt	AV-4	40008	RW	Delta in °F		
Cooling_Coil_Setpoint_Min	Cooling Coil Leaving Air Setpoint	AV-5	40010	RW	°F		X
Cooling_Coil_Setpoint_Max	Maximum Coil Leaving Setpoint	AV-6	40012	RW	°F		X
Dehumidification_Setpoint	Dehumidification Setpoint %RH for Space or Return control	AV-7	40014	RW	%		X
Outside_Dewpoint_Setpoint	Outside Dewpoint Dehumidification Trigger	AV-8	40016	RW	°F		X
Indoor_Dewpoint_Setpoint	Indoor Dewpoint Dehumidification Trigger	AV-9	40018	RW	°F		X
Unocc_Indoor_Dewpoint_Setpoint	Unoccupied Indoor Dewpoint Dehumidification Trigger	AV-10	40020	RW	°F		X
Unoccupied_Dehumidification_Setpoint	Unoccupied Dehumidification %RH Setpoint	AV-11	40022	RW	°F		X
Economizer_Temp_Enable_Setpoint	Economizer Ambient Temp Enable Setpoint Allow Econ when OAT is less than Setpoint	AV-12	40024	RW	°F		
Economizer_Enthalpy_Enable_Setpoint	Economizer Enthalpy Enable Setpoint Allow Econ when OA Enthalpy is less than Setpoint	AV-13	40026	RW	btu/lb		
Cooling_Lockout_Setpoint	Cooling Ambient Lockout Setpoint	AV-17	40034	RW	°F		X
Heating_Lockout_Setpoint	Heating Ambient Lockout Setpoint	AV-18	40036	RW	°F		X
Preheat_Lockout_Setpoint	Preheat Ambient Lockout Setpoint	AV-19	40038	RW	°F		
Economizer_Lockout_Setpoint	Economizer Ambient Lockout Setpoint	AV-20	40040	RW	°F		
Return_Duct_Static_Pressure_Setpoint	Return Duct Static Pressure Setpoint	AV-21	40042	R	"wc		
Space_Static_Pressure_Setpoint	Space Static Pressure Setpoint	AV-22	40044	RW	"wc		
Supply_Duct_Static_Pressure_Setpoint	Supply Duct Static Pressure Setpoint	AV-23	40046	RW	"wc		X
Space_CO2_Setpoint	Space_CO2_Setpoint	AV-24	40048	RW	ppm		
Outside_Air_Damper_Minimum_Setpoint_Occ	Outside Air Damper Minimum Setpoint	AV-24	40050	RW	%		

Valent Network Interface v8 Modbus/BACnet Points List

Variable	Description	BACnet Object	ModBus Object	Read or Write	Text or Unit of M		Included
					Active	Inactive	
Outside_RH_from_BMS	Outside RH from BMS Used when source selection is set to BMS	AV-26	40052	RW	%		X
Outside_Temp_from_BMS	Outside Temp from BMS Used when source selection is set to BMS	AV-27	40054	RW	°F		X
Return_RH_from_BMS	Return RH from BMS Used when source selection is set to BMS	AV-28	40056	RW	%		X
Return_Temp_from_BMS	Return Temp from BMS Used when source selection is set to BMS	AV-29	40058	RW	°F		X
Space_1_CO2_from_BMS	Space 1 CO2 from BMS Used when source selection is set to BMS	AV-30	40060	RW	ppm		X
Return_CO2_from_BMS	Return CO2 from BMS Used when source selection is set to BMS	AV-32	40062	RW	ppm		X
Space_RH_from_BMS	Space RH from BMS Used when source selection is set to BMS	AV-33	40066	RW	%		X
Space_Static_from_BMS	Space Static from BMS Used when source selection is set to BMS	AV-34	40068	RW	"wc		X
Space_Temp_from_BMS	Space Temp from BMS Used when source selection is set to BMS	AV-35	40070	RW	°F		X
SF_Control_Signal_BMS	BMS to control signal for supply fan speed	AV-36	40072	RW	%		X
EF_Control_Signal_BMS	BMS to control signal for exhaust fan speed	AV-37	40074	RW	%		X
OAD_Control_Signal_BMS	Allows the BMS to control OAD position	AV-38	40076	RW	%		
Aux_BMS_Analog_Output_1	BMS Commanded auxilary analog output	AV-39	40078	RW	selectable		X
Unit_Status_Mode	Unit Status Mode - See Table	AV-40	30092	R	Real		X
Supply_Temperature_Calculated_Setpoint	Active Supply Temperature Setpoint	AV-41	30094	R	°F		X
Cooling_1_Ramp_Capacity	Cooling Ramp 1 Status Value	AV-42	30096	R	%		X
Defrost_Ramp	Defrost Ramp	AV-44	30100	R	%		
Economizer_Ramp	Economizer Ramp	AV-45	30102	R	%		
Head_Pressure_Control_Ramp_1_Ramp	Head Pressure Control Ramp 1	AV-46	30104	R	%		X
Head_Pressure_Control_Ramp_2_Ramp	Head Pressure Control Ramp 2	AV-47	30106	R	%		
HP_Ramp_Capacity	Heat Pump Heating Ramp	AV-50	30112	R	%		
Heating_Capacity	Heating Ramp	AV-51	30114	R	%		X
Case_Heat_Control_Ramp	Case Heat Ramp	AV-52	30116	R	%		
Hot_Gas_Reheat_Ramp	Hot Gas Reheat Ramp	AV-53	30118	R	%		
Outside_Dewpoint	Outside Dewpoint	AV-54	30120	R	°F		X
Outside_Enthalpy	Outside Enthalpy	AV-55	30122	R	btu/lb		X
Return_Dewpoint	Return Dewpoint	AV-56	30124	R	°F		
Return_Enthalpy	Return Enthalpy	AV-57	30126	R	btu/lb		
Space_Dewpoint	Space Dewpoint	AV-58	30128	R	°F		X
Space_Enthalpy	Space Enthalpy	AV-59	30130	R	btu/lb		X
Circuit_A_Superheat	Circuit A Superheat	AV-60	30132	R	°F		X
Circuit_B_Superheat	Circuit B Superheat	AV-61	30134	R	°F		X
Total_Exhaust_Fan_CFM_BMS	Total Exhaust Fan CFM	AV-64	30140	R	CFM		
Total_Supply_Fan_CFM_BMS	Total Supply Fan CFM	AV-65	30142	R	CFM		X
OAD_CFM_BMS	OAD CFM	AV-66	30144	R	CFM		
Active_Temperature_Setpoint	Active_Temperature_Setpoint	AV-67	30146	R	°F		X
Chilled_Water_1_Valve_Analog_Output	Chilled Water 1 Valve Analog Output	AV-68	30148	R	%		
Electric_Heater_1_Analog_Output	Electric Heater 1 Analog Output	AV-70	30152	R	%		
Energy_Recovery_Analog_Output	Energy Recovery Analog Output	AV-72	30156	R	%		
Exhaust_Fan_Speed_Analog_Output	Exhaust Fan Speed Analog Output	AV-73	30158	R	%		
Hot_Water_Valve_1_Analog_Output	Hot Water Valve 1 Analog Output	AV-74	30160	R	%		
Mod_Gas_Furnace_1_Analog_Output	Mod Gas Furnace 1 Analog Output	AV-76	30164	R	%		X
Outside_Air_Damper_Analog_Output	Outside Air Damper Analog Output	AV-78	30168	R	%		
Supply_Fan_Speed_Analog_Output	Supply Fan Speed Analog Output	AV-79	30170	R	%		X
Modulating_Compressor_Analog_Output_BMS	First Modulating Compressor Analog Output - BMS	AV-80	30172	R	%		X
Circuit_A_Sat_Discharge_Temperature	Circuit A Saturated Discharge Temperature	AV-82	30176	R	°F		X
Circuit_B_Sat_Discharge_Temperature	Circuit B Saturated Discharge Temperature	AV-83	30178	R	°F		X
Circuit_A_Sat_Suction_Temperature	Circuit A Saturated Suciton Temperature	AV-86	30184	R	°F		X
Circuit_B_Sat_Suction_Temperature	Circuit B Saturated Suciton Temperature	AV-87	30186	R	°F		X
Coil_Temperature_Calculated_Setpoint	Calculated Coil Leaving Set point	AV-90	30192	R	°F		X
Unoccupied_Cooling_Setpoint	Active Cooling Setpoint - Unoccupied	AV-91	30194	R	°F		
Unoccupied_Heating_Setpoint	Active Heating Setpoint - Unoccupied	AV-92	30196	R	°F		
LatestAlm_AV	Most recent alarm - See Alarm Table	AV-93	30230	R	Integer		X
Device_Enable_DO_Word_Real_1	Device Enable DO Word - See Table	AV-94	30232	R	Bit Pack		X
Device_Enable_DO_Word_Real_2	Device Enable DO Word - See Table	AV-95	30234	R	Bit Pack		X
Ref_Ckt_PressTemp_Alarm_Word_Real_1	Refrigeration Circuit Word - See Table	AV-96	30236	R	Bit Pack		X
Ref_Ckt_PressTemp_Alarm_Word_Real_2	Refrigeration Circuit Word - See Table	AV-97	30238	R	Bit Pack		X
Device_Offline_Word_Real_1	Device Offline Word - See Table	AV-98	30240	R	Bit Pack		X
Device_Offline_Word_Real_2	Device Offline Word - See Table	AV-99	30242	R	Bit Pack		X
Device_Alarm_Word_Real_1	Device Alarm Word - See Table	AV-100	30244	R	Bit Pack		X
Device_Alarm_Word_Real_2	Device Alarm Word - See Table	AV-101	30246	R	Bit Pack		X
System_Word_Real_1	System Word - See Table	AV-102	30248	R	Bit Pack		X
System_Word_Real_2	System Word - See Table	AV-103	30250	R	Bit Pack		X
Unit_Status_Word_Real_1	Unit Status Word - See Table	AV-104	30252	R	Bit Pack		X
Unit_Status_Word_Real_2	Unit Status Word - See Table	AV-105	30254	R	Bit Pack		X

Valent Network Interface v8 Modbus/BACnet Points List

Variable	Description	BACnet Object	ModBus Object	Read or Write	Text or Unit of M		Included
					Active	Inactive	
Circuit_A_Subcool	Circuit A Subcooling	AV-106	30264	R	°F		
Circuit_B_Subcool	Circuit B Subcooling	AV-107	30266	R	°F		
Temperature_Reset_Mode	Occupied Reset Type Setpoint 1-No Reset(Supply Temp Control) 2-Space 3-Return 4-Outside	IV-1	40080	RW	Integer		X
Temperature_Reset_Mode_Unoccupied	Unoccupied Reset Type Setpoint 1-No Reset(Supply Temp Control) 2-Space 3-Return 4-Outside	IV-2	40082	RW	Integer		
Active_Temperature_Reset_Mode	Active Occupied Reset Type Setpoint 1-No Reset(Supply Temp Control) 2-Space 3-Return 4-Outside	IV-3	30198	R	Integer		X
Active_Temperature_Reset_Mode_Unocc	Active Unoccupied Reset Type Setpoint 1-No Reset(Supply Temp Control) 2-Space 3-Return 4-Outside	IV-4	30200	R	Integer		
LatestAlm	Most recent alarm - See Alarm Table	IV-5	30202	R	Integer		X
Device_Enable_DO_Word	Device Enable DO Word - See Table	IV-6	30206	R	Bit Pack		X
Ref_Ckt_PressTemp_Alarm_Word	Refrigeration Circuit Word - See Table	IV-7	30210	R	Bit Pack		X
Device_Offline_Word	Device Offline Word - See Table	IV-8	30214	R	Bit Pack		X
Device_Alarm_Word	Device Alarm Word - See Table	IV-9	30218	R	Bit Pack		X
System_Word	System Word - See Table	IV-10	30222	R	Bit Pack		X
Unit_Status_Word	Unit Status Word - See Table	IV-11	30226	R	Bit Pack		X
Exhaust_Fan_1_Status_Digital_Input	Exhaust Fan Status	BI-1	10009	R	Active	Inactive	
Supply_Fan_1_Status_Digital_Input	Supply Fan Status	B-2	10010	R	Active	Inactive	X
BMS_Watchdog	BMS Watchdog command Used to determine BMS comm status Must heartbeat within the watch dog timeout delay to detect comm status	BV-1	2	RW	Active	Inactive	X
System_Enable	Master system enable/disable point	BV-2	3	RW	Enable	Disable	X
BMS_Occupancy_Command	Occupancy Command	BV-3	4	RW	Unoccupied	Occupied	X
Reset_All_Alarms	Alarm Reset Command	BV-4	5	RW	Reset	Normal	X
Exhaust_Only_Mode_BMS_Cmd	Emergancy Exhaust Mode Command	BV-5	6	RW	Enable	Disable	
Pressurization_Only_Mode_BMS_Cmd	Emergancy Pressurization Mode Command	BV-6	7	RW	Enable	Disable	
Outside_RH_Source_BMS	Outside RH Source Selection	BV-7	8	RW	BMS	Local	X
Outside_Temp_Source_BMS	Outside Temp Source Selection	BV-8	9	RW	BMS	Local	X
Return_RH_Source_BMS	Return RH Source Selection	BV-9	10	RW	BMS	Local	X
Return_Temp_Source_BMS	Return Temp Source Selection	BV-10	11	RW	BMS	Local	X
Space_1_CO2_Source_BMS	Space 1 CO2 Source Selection	BV-11	12	RW	BMS	Local	X
Space_2_CO2_Source_BMS	Space 2 CO2 Source Selection	BV-12	13	RW	BMS	Local	X
Return_CO2_Source_BMS	Return CO2 Source Selection	BV-13	14	RW	BMS	Local	X
Space_RH_Source_BMS	Space RH Source Selection	BV-14	15	RW	BMS	Local	X
Space_Static_Source_BMS	Space Static Source Selection	BV-15	16	RW	BMS	Local	
Space_Temp_Source_BMS	Space Temp Source Selection	BV-16	17	RW	BMS	Local	X
SF_Control_Source_BMS	Allows the BMS to control supply fan speed	BV-17	18	RW	BMS	Local	X
EF_Control_Source_BMS	Allows the BMS to control exhaust fan speed	BV-18	19	RW	BMS	Local	
OAD_Control_Source_BMS	Allows the BMS to control OAD position	BV-19	20	RW	BMS	Local	
Aux_BMS_Digital_Output_1	BMS Commanded auxilary digital output	BV-20	21	RW	Active	Inactive	
Aux_BMS_Digital_Output_2	BMS Commanded auxilary digital output	BV-21	22	RW	Active	Inactive	
Occupied	Occupancy	BV-22	10002	R	Occupied	Unoccupied	X
Global_Alarm	General alarm point Optionally set to indicate any alarm is active, or a shutdown alarm is active	BV-23	10003	R	Alarm	Normal	X
BMS_Watchdog_Active	Status of the BMS watchdog heartbeat	BV-24	10004	R	Active	Inactive	X
OAD_Feedback_Error_Not_Economizing.Active	Feedback indicates OAD is not opening during economizer	BV-25	10005	R	Alarm	Normal	
OAD_Feedback_Error_Economizing.Active	Feedback indicates OAD is open	BV-26	10006	R	Alarm	Normal	
OAD_Feedback_Error_OAD_Not_Modulating.Active	Feedback indicates the OAD is not modulating	BV-27	10007	R	Alarm	Normal	
OAD_Feedback_Error_Excess_OA.Active	Feedback indicates the OAD is not closing	BV-28	10008	R	Alarm	Normal	
Supply_Fan_1_Alarm.Active	Supply Fan Alarm Active	BV-29	10011	R	Alarm	Normal	X
Exhaust_Fan_1_Alarm.Active	Exhaust Fan Alarm Active	BV-30	10012	R	Alarm	Normal	
Drain_Pan_Alarm.Active	Condensate Drain Pan Alarm Active	BV-31	10013	R	Alarm	Normal	X
Fire_Safety_Shutdown_Alarm.Active	Fire Safety Shutdown Alarm Active	BV-32	10014	R	Alarm	Normal	X
Refrigerant_Leak_Compressor_Alarm.Active	Refrigerant Leak Compressor Alarm Active	BV-33	10015	R	Alarm	Normal	X
Refrigerant_Leak_Airstream_Alarm.Active	Refrigerant Leak Airstream Alarm Active	BV-34	10015	R	Alarm	Normal	X

System_Word (IV-11/AV-102 & AV-103)		
IV-10 Bit	AV-102 Bit	Bit Description
0	0	Heat Wheel Enable
1	1	Preheat Enable
2	2	Reversing Valve (Cooling (0)/Heating(1))
3	3	
4	4	OA Damper End Switch Alarm
5	5	EA Damper End Switch Alarm
6	6	Supply Temp Low Limit Alarm
7	7	Supply Temp High Limit Alarm
8	8	Supply High Duct Static Alarm
9	9	Supply Fan 1 Alarm
10	10	Exhaust Fan 1 Alarm
11	11	Drain Pan Alarm
12	12	
13	13	Filter Alarm
14	14	Space High Static Alarm
15	15	Return Low Static Alarm
IV-10 Bit	AV-103 Bit	Bit Description
16	16	Shutdown Input Alarm
17	17	Energy Recovery Wheel High Diff Pressure
18	18	Energy Recovery Wheel Rotation Alarm
19	19	
20	20	Heat Pump Heating Lock Out Alarm
21	21	BMS Frequent Writes - Reduce Num of Writes
22	22	BMS Offline Alarm
23	23	
24	24	
25	25	
26	26	
27	27	
28	28	Heat-Cool Only - Dehumidification Request Active
29	29	Heat-Cool Only - Heating Request Active
30	30	Heat-Cool Only - Coil Setpoint Alarm Active
31	31	Heat-Cool Only - Supply Setpoint Alarm Active

Unit Status Word Table (IV-11/AV-104 & AV-105)		
IV-11 Bit	AV-104 Bit	Bit Description
0	0	Standby
1	1	Occupied Start
2	2	Unoccupied Start
3	3	Opening Dampers
4	4	Dampers Open
5	5	Fan Start Delay
6	6	Exhaust Fan On
7	7	Supply Fan On
8	8	System On
9	9	Soft Shutdown
10	10	System Disabled
11	11	Remote Off
12	12	System Shutdown Alarm
13	13	Supply Fan Only
14	14	Exhaust Fan Only
15	15	Purge Mode (Supply and Exhaust Only)
IV-11 Bit	AV-105 Bit	Bit Description
16	16	Case Heat Active
17	17	Fans Only
18	18	Economizing
19	19	Energy Recovery Active
20	20	Cooling
21	21	Heating
22	22	Dehumidifying
23	23	Hot Gas Reheat Active
24	24	HGRH Purging
25	25	Dehum w/Heat
26	26	Energy Recovery Defrost Active
27	27	Heat Pump Defrost Active
28	28	Morning Warm Up/Cool Down Active
29	29	Winter Ramp Active
30	30	
31	31	Overrides Active

Device Enable DO Word Table (IV-6/AV-94 & AV-95)		
IV-6 Bit	AV-94 Bit	Bit Description
0	0	Compressor 1 Start
1	1	Compressor 2 Start
2	2	Compressor 3 Start
3	3	Compressor 4 Start
4	4	
5	5	
6	6	
7	7	
8	8	Condenser Fan Ramp 1 Stage 1 Start
9	9	Condenser Fan Ramp 1 Stage 2 Start
10	10	Condenser Fan Ramp 1 Stage 3 Start
11	11	
12	12	Condenser Fan Ramp 2 Stage 1 Start
13	13	Condenser Fan Ramp 2 Stage 2 Start
14	14	Condenser Fan Ramp 2 Stage 3 Start
15	15	
IV-6 Bit	AV-95 Bit	Bit Description
16	16	Furnace 1 Start (External Furnace Controller Only)
17	17	Furnace 2 Start (External Furnace Controller Only)
18	18	
19	19	
20	20	Supply Fan Start
21	21	Exhaust Fan Start
22	22	
23	23	
24	24	
25	25	
26	26	
27	27	
28	28	
29	29	
30	30	
31	31	

Ref Ckt Press temp Alarm Word Table (IV-7/AV-96 & AV-97)		
IV-7 Bit	AV-96 Bit	Bit Description
0	0	Circuit A Discharge Pressure Sensor Alarm
1	1	Circuit A Discharge Temp Sensor Alarm
2	2	Circuit A Suction Pressure Sensor Alarm
3	3	Circuit A Suction Temp Sensor Alarm
4	4	Circuit B Discharge Pressure Sensor Alarm
5	5	Circuit B Discharge Temp Sensor Alarm
6	6	Circuit B Suction Pressure Sensor Alarm
7	7	Circuit B Suction Temp Sensor Alarm
8	8	Circuit A High Pressure Switch Alarm
9	9	Circuit A Low Refrigerant Pressure Alarm
10	10	Circuit B High Pressure Switch Alarm
11	11	Circuit B Low Refrigerant Pressure Alarm
12	12	Circuit A High Sat Discharge Temp Alarm
13	13	Circuit B High Sat Discharge Temp Alarm
14	14	
15	15	
IV-7 Bit	AV-97 Bit	Bit Description
16	16	
17	17	
18	18	
19	19	
20	20	
21	21	
22	22	
23	23	
24	24	
25	25	
26	26	
27	27	
28	28	
29	29	
30	30	
31	31	

Device Offline Word Table (IV-8/AV-98 & AV-99)		
IV-8 Bit	**AV-98 Bit**	**Bit Description**
0	0	Cold Coil Temperature Sensor Alarm
1	1	
2	2	
3	3	Supply Duct Static Pressure Sensor Alarm
4	4	Supply Fan AFMS Alarm
5	5	Supply Air Temp Sensor Alarm
6	6	Exhaust Fan AFMS Alarm
7	7	Exhaust Temperature Sensor Alarm
8	8	Outside Air Temp Sensor Alarm
9	9	Outside RH Sensor Alarm
10	10	
11	11	Greentrol OAD AFMS Alarm
12	12	Return CO2 Sensor Alarm
13	13	Return Duct Static Pressure Sensor Alarm
14	14	Return Temperature Sensor Alarm
15	15	Return RH Sensor Alarm
IV-8 Bit	**AV-99 Bit**	**Bit Description**
16	16	Space CO2 Sensor Alarm
17	17	Space RH Sensor Alarm
18	18	Space Static Pressure Sensor Alarm
19	19	Space Temperature Sensor Alarm
20	20	IG Furnace Alarm
21	21	
22	22	Inverter Scroll 1 Alarm
23	23	
24	24	EVD Valve A Alarm
25	25	
26	26	SF VFD Alarm
27	27	EF VFD Alarm
28	28	
29	29	
30	30	
31	31	

Device Alarm Word Table (IV-9/AV-100 & AV-101)		
IV-9 Bit	**AV-100 Bit**	**Bit Description**
0	0	Space TStat 1 Offline
1	1	Space TStat 2 Offline
2	2	Space TStat 3 Offline
3	3	Space TStat 4 Offline
4	4	VFD Offline Supply Fan
5	5	VFD Offline Exhaust Fan
6	6	
7	7	
8	8	Expansion Board 1 Alarm
9	9	Expansion Board 2 Alarm
10	10	Expansion Board 3 Alarm
11	11	Expansion Board 4 Alarm
12	12	
13	13	
14	14	
15	15	
IV-9 Bit	**AV-101 Bit**	**Bit Description**
16	16	IG Furnace Controller 1 Offline
17	17	IG Furnace Controller 2 Offline
18	18	
19	19	
20	20	
21	21	
22	22	
23	23	
24	24	
25	25	
26	26	
27	27	Primary Unit Offline Alarm
28	28	Secondary Unit 1 Offline Alarm
29	29	Secondary Unit 2 Offline Alarm
30	30	Secondary Unit 3 Offline Alarm
31	31	Secondary Unit 4 Offline Alarm

UNIT STATUS MODE (AV-40)			
0	Standby	20	Economizing
1	Unoccupied Start	21	Cooling
2	Occupied Start	22	Heating
3	Opening Dampers	23	Dehumidifying
5	Dampers Open	24	
6	Fan Start Delay	25	HGRH Purging
7	Exhaust Fan Start	26	Energy Recovery Defrost Active
8	Supply Fan Start	27	A2L Refrigerant Leak Alarm
9	Startup Delay	28	A2L Refrigerant Leak Alarm Fan Only Mode
10	System On	29	Dehumifying w/Heat
11	Soft Shutdown	30	Overrides
12	System Disabled	31	Expansion Offline
13	Remote Off	32	
14	System Shutdown Alarm	33	Energy Recovery Active
15	Pressurization Only	34	Hot Gas Reheat Active
16	Exhaust Only	35	Morning Sequence Active
17	Fans Only Purge	36	Heat Pump Defrost
18	Case Heat Active	37	Winter Ramp Active
19	Fans Only		

Alarm Table (IV-5/AV-93)					
0	Supply Fan 1 Run - Status Not Proven	64	Heat Wheel Rotation - Not Detected	122	First Inverter Alarm - Serious
1	Freeze Protection - Thermostat Tripped	65	Secondary Unit Offline - Unit 1	123	First Inverter Alarm - Irreversible
2	High Supply Duct - Static Pressure	66	Secondary Unit Offline - Unit 2	124	First Inverter PEC - Invalid Data Set
3	Low Return Duct - Static Pressure	67	Secondary Unit Offline - Unit 3	125	First Inverter STO - Safe Torque Off Open
4	Outside Air Temp - Sensor Value Not Valid	68	Secondary Unit Offline - Unit 4	126	First Inverter Offline - Modbus Comms Lost
5	Supply Air Temperature - Sensor Value Not Valid	69	Primary Unit Offline -	133	Space Thermostat 1 - Sensor Offline
6	Cold Coil 1 Temp - Sensor Value Not Valid	71	Multi Devices per Ch - Contact Tech Support	134	Space Thermostat 2 - Sensor Offline
7	Cold Coil 2 Temp - Sensor Value Not Valid	74	Shutdown Contact - In Alarm Position	135	Space Thermostat 3 - Sensor Offline
9	Exhaust Air Temp - Sensor Value Not Valid	75	Comp Maint Alarm - Run Hours Spt Reached	136	Space Thermostat 4 - Sensor Offline
10	Mixed Air Temperature - Sensor Value Not Valid	76	Supply Air Temperature - High Limit Shutdown	137	IG Furnace 1 - No flame after 3 tries
11	Return Air Temperature - Sensor Value Not Valid	77	Space High Static Pres - Shutdown	138	IG Furnace 1 - Large - No flame after 3 tries
12	Space Temperature - Sensor Value Not Valid	78	Internal Board Temp - Exceeds -40F or 158F	139	IG Furnace 1 Combust - Fan High Pressure Sw
13	Return Air RH - Sensor Value Not Valid	79	BMS Offline - Watchdog is FALSE	140	IG Furnace 1 Ignition - Controller Alarm
14	Space RH - Sensor Value Not Valid	78	Internal Board Temp - Exceeds -40F or 158F	138	IG Furnace 1 Large - no flame after 3 tries
15	Outside RH - Sensor Value Not Valid	80	Clg Coil Setpt Input - Value is not valid	141	IG Furnace 1 Pressure - Switch Fault Alarm
16	Low Pressure Switch - Circuit A	81	Sup Air Setpt Input - Value is not valid	142	IG Furnace 1 Combust - Fan Proving Alarm
17	Low Pressure Switch - Circuit B	82	BACnet License - Not Installed	143	IG Furnace 1 - Max Retries
20	High Pressure Switch - Circuit A	83	Low Suction SH ExV A - EVD 1 Alarm	144	IG Furnace 1 - High Limit Trip
21	High Pressure Switch - Circuit B	85	LOP A EVD 1 - Low Operating Pressure	145	IG Furnace - pCOe 1 Offline
24	Damper End Switch Fail - Dampers are not open	87	MOP A EVD 1 - Max Operating Pressure	146	IG Furnace 1 IC Fault - Check Furnace Wiring
25	Exhaust Fan 1 Run - Status Not Proven	89	EEV A EVD 1 - Motor Alarm	147	IG Furnace 2 - No flame after 3 tries
26	Filters are Dirty - Replace Filters	91	LowSuct A EVD 1 - Refrigerant Temp	148	IG Furnace 2 - Large - No flame after 3 tries
27	Cond Drain Pan Full - Check Drain	93	High Condensing Temp - EVD 1	149	IG Furnace 2 Combust - Fan High Pressure Sw
28	Exp Board 1 Status - Board is Offline	94	Sens S1 EVD 1 - Sensor Value Not Valid	150	IG Furnace 2 Ignition - Controller Alarm
29	Exp Board 2 Status - Board is Offline	95	Sens S2 EVD 1 - Sensor Value Not Valid	151	IG Furnace 2 Pressure - Switch Fault Alarm
30	Exp Board 3 Status - Board is Offline	96	Sens S3 EVD 1 - Sensor Value Not Valid	152	IG Furnace 2 Combust - Fan Proving Alarm
31	Exp Board 4 Status - Board is Offline	97	Sens S4 EVD 1 - Sensor Value Not Valid	153	IG Furnace 2 - Max Retries
32	BMS Frequent Writes - Reduce Num of Writes	98	EVD 1 EEPROM Damaged - Call Tech Support	154	IG Furnace 2 - High Limit Trip
33	Space 1 CO2 - Sensor Value Not Valid	99	Incomplete Closing - EVD 1	155	IG Furnace - pCOe 2 Offline
34	Space Static Pressure - Sensor Value Not Valid	100	Emergency Closing - EVD 1	156	IG Furnace 2 IC fault - Check Furnace Wiring
35	Supply Duct Stat Press - Sensor Value Not Valid	101	EVD 1 Battery	157	Outside Air Greentrol - Offline or Flow Error
36	Return Duct Stat Press - Sensor Value Not Valid	102	FW Incompatibility - EVD 1	158	Exhaust Air Greentrol - Offline or Flow Error
37	Sup Fan AFMS - Sensor Value Not Valid	103	EVD 1 Config Error	159	Supply Air Greentrol - Offline or Flow Error
38	Exh Fan 1 AFMS - Sensor Value Not Valid	104	EVD 1 Comm - EVD 1 is Offline	169	ER Wheel High - Differential Pressure
39	Outside Damper AFMS - Sensor Value Not Valid	105	High Discharge Temp - First Inv Envelope	170	OA Damper Fault - Not Econ and should be
40	Space Setpt Adj Slider - Sensor Value Not Valid	106	Low Discharge Pressure - First Inv Envelope	171	OA Damper Fault - Econ and shouldn't be
41	Space 2 CO2 - Sensor Value Not Valid	107	High Suction Pressure - First Inv Envelope	172	OAD Fault - Damper not Modulating
42	Return CO2 - Sensor Value Not Valid	108	Low Suction Pressure - First Inv Envelope	173	OAD Fault - Excess Outdoor Air
43	Discharge Press Ckt A - Sensor Value Not Valid	109	High Current - First Inv Envelope	174	IG Furnace 1 - Combustion Fan Alarm
44	Discharge Press Ckt B - Sensor Value Not Valid	110	High Pressure Ratio - First Inv Envelope	175	IG Furnace 2 - Combustion Fan Alarm
47	Suction Press Ckt A - Sensor Value Not Valid	111	Low Pressure Ratio - First Inv Envelope	176	Supply Fan - VFD Offline
48	Suction Press Ckt B - Sensor Value Not Valid	112	Low Delta P - First Inv Envelope	177	Exhasut Fan - VFD Offline
51	Discharge Temp Ckt A - Sensor Value Not Valid	113	High Discharge Press - First Inv Envelope	180	Embedded EVD Error
52	Discharge Temp Ckt B - Sensor Value Not Valid	114	Compressor Staging - Order Skipped	181	SF VFD Alarm - Check VFD
55	Suction Temp Ckt A - Sensor Value Not Valid	115	Heat Pump Heating - Locked Out	182	EF VFD Alarm - Check VFD
56	Suction Temp Ckt B - Sensor Value Not Valid	116	EVD 1 Error - Unexpected Position	186	Compressor Refrig Leak - Furnace Locked Out
59	Ckt A High Saturated - Discharge Temperature	117	High SDT Lockout - Circuit A	187	Airstream Refrig Leak - SF Mitigation Sequence
60	Ckt B High Saturated - Discharge Temperature	118	High SDT Lockout - Circuit B	188	Fire Shutdown Alarm - Building Fire Alarm
63		121	First Inverter Alarm - Resettable	189	EA Damper End Switch - Damper is not open
190	Liquid Line Temp Ckt A - Sensor Value Not Valid	191	Liquid Line Temp Ckt B - Sensor Value Not Valid	192	Liquid Line Pres Ckt A - Sensor Value Not Valid
193	Liquid Line Pres Ckt B - Sensor Value Not Valid				

VX-312

Factory Controller Sequence of Operation

FACTORY CONTROLLER: Controller shall be provided with required sensors and programming for rooftop unit. Controller shall be factory programmed, mounted and tested. Controller shall have a LCD readout for changing set points and monitoring unit operation.

UNIT START COMMAND (Unit will be enabled to start once a jumper is placed between R to G):

- Factory mounted and wired outdoor air damper actuator is powered
- Supply fan starts after after a (adj.) delay.
- Tempering options to function as described below.

UNIT STOP COMMAND (OR DE-ENERGIZED):

- Supply fan, exhaust fan and tempering options de-energized.
- Outdoor air damper actuator is spring return close.

OCCUPIED/UNOCCUPIED MODES: Shall be based on a 7-day time clock internal to the controller. The schedule shall be set by the end user. When a user initiates an override input, the controller will switch from unoccupied to occupied mode. The controller will return to the scheduled occupied/unoccupied mode after the override time has expired. If internal time clock is disabled, a remote contact or a BMS can control the occupied/unoccupied mode.

Occupied Mode:

- Damper control per below.
- Supply fan ON.
- Heating per below.
- Cooling per below.

Unoccupied Mode (Unit Off): Unit remains off when in unoccupied mode.

- Supply fan OFF
- Tempering OFF
- Outdoor air damper closed.

MORNING WARMUP/COOL DOWN: Prior to occupancy, the unit will run using the warmup or cool down sequence until the occupied set point is achieved. The heating or cooling mode must not be locked out and the space temperature is below or above set point by the unoccupied hysteresis (adj.) (This Sequence must be field configured.)

SUPPLY BLOWER SEQUENCE: The supply blower is provided with a factory mounted variable frequency drive. The supply blower speed will be controlled with the following sequence. Minimum supply fan turndown is 50% of the design maximum operation.

Duct Static Pressure Sensor: The supply blower is modulated based upon the signal from a duct static pressure sensor (factory provided and wired, field mounted and tubing by others). The controller will modulate the supply fan based upon a comparison of the duct static pressure set point (adj.) to the actual duct static pressure level reported from the sensor. (**Mechanical high static protection cutoffs must be installed by others to protect the system and equipment from over-pressurization. The manufacturer does not assume responsibility for this.**)

COOLING SEQUENCE: The cooling is controlled to maintain the supply temperature set point. The mechanical cooling will be locked out when the outside air is < 55 F (adj.).

Packaged DX Cooling (Inverter Scroll): The controller will provide a modulating signal for cooling. From 0-50%, the inverter scroll will be controlled to maintain discharge temperature. From 50-100% the second stage will be on in combination with the inverter scroll compressor to maintain the discharge temperature. The electronic expansion valve will modulate to maintain 8F of superheat.

Modulating Hot Gas Reheat Sequence: During dehumidification the modulating HGRH is controlled to maintain the supply temperature set point.

Modulating Head Pressure Control: Lead condenser fan will have an EC motor and will modulate to maintain a head pressure set point.

DEHUMIDIFICATION CONTROL SEQUENCE: Dehumidification to be enabled and once enabled the cooling coil will be controlled based on the following sequences. The mechanical cooling will be locked out when the outside air is < 55 F (adj.)

Space Set Point Control (Room RH): When in dehumidification mode the controller will adjust the cold coil leaving air temperature set point between the minimum (adj.) and the maximum (adj.) limits, to satisfy the desired room relative humidity set point. Adjustable locally or by BMS.

Dehumidification Enable: Dehumidification mode to be enabled based on the outside air dew point condition. When the outside air dew point is greater than the desired set point (adj.), the unit will operate in dehumidification mode.

REHEAT SEQUENCE: While the unit is in dehumidification mode the outdoor air will be reheated via Modulating Hot Gas Reheat for space neutral applications.

Modulating Hot Gas Reheat: The controller will modulate the hot gas reheat reheat valve with a 0-10 V signal to maintain the supply temperature set point (adj.).

HEATING SEQUENCE: The heating is controlled to maintain the supply temperature set point. The heating will be locked out when the outside air is > 80 F (adj.).

Indirect Gas Furnace: The controller will modulate the indirect gas furnace to maintain the supply temperature set point (adj.).

TEMPERATURE CONTROL SEQUENCE: The unit will maintain the supply air discharge setpoint per the following. Adjustable locally or by BMS.

Room Reset: The controller will reset the supply air temperature set point to maintain the room temperature set point (adj.).

Supply Discharge Temperature Control: The supply setpoint will be a constant temperature setpoint from the controller (adj.). Adjustable locally or by BMS.

BUILDING FREEZE PROTECTION: If the supply air temperature drops below 35 F (adj.) for 300s (adj.), the controller will de-energize the unit and activate the alarm output.

UNIT LEAK DETECTION AND MITIGATION: The unit will be equipped with refrigerant leak detection sensors. These sensors along with the following sequence of operation are required per UL60335-2-40.

Refrigerant Leak Detected In Air Tunnel: If a refrigerant leak is detected in the air tunnel, the supply fan will operate at minimum airflow requirement, outside air damper will be opened, and compressors are disabled to reduce leakage rate. This operation is required in order to move stagnant refrigerant from within

the unit, duct, and space ensuring proper dilution of the refrigerant. This operation is required even if the unit is called to be off. After leak detection is cleared, the unit will go back to normal operation. Exception to this operation is when the unit is receiving an active fire alarm signal at the unit controller. If unit controller is receiving a fire alarm input, the unit will not operate the leak mitigation supply fan sequence.

Dry alarm contacts available to allow the building (by others) to perform external mitigation actions when necessary. These by other external actions include opening of zone dampers in the ductwork, disabling duct mounted electric resistance heaters, and/or enabling additional mechanical ventilation if required per ASHRAE 15.

Refrigerant Leak Detected In Compressor Compartment: If a refrigerant leak is detected in the compressor compartment and the unit is configured with an indirect gas furnace, the furnace will be disabled while leak detection is active. After leak detection is cleared, the unit will go back to normal operation.

ALARMS INDICATION: The controller will display alarms and have one digital output for remote indication of an alarm condition. Possible alarms include:

Building Management System: The controller will send all alarms to the BMS.

Supply and Exhaust Air Alarm: The controller monitors the proving switch on each blower and sends an alarm in the case of either blower proving switch not engaging.

DX Alarm: The controller monitors the refrigerant pressure. In the case of low refrigerant pressure the compressors will shut down until refrigerant pressure returns to normal values and the controller will send an alarm. In the case of high refrigerant pressure the compressors will shut down, requiring a manual reset and the controller will send a alarm.

Temperature Sensor Alarm: The controller sends an alarm in the case of a failed air temperature sensor.

Pressure Sensor Alarm: The controller sends an alarm in the case of a failed pressure sensor.

ACCESSORIES: The following accessories will be included with the unit to expand the functionality or usability of the controller.

BMS Interfacing: A BMS port or serial card is provided with the controller for field interfacing with a building management system. Each card is sent out with the default parameters, and the controls contractor must change the appropriate addresses to match the BMS settings.

Phase and Brownout Protection: Factory mounted and wired component which monitors the main power coming into the unit. If a phase drops out, or if the incoming voltage exceeds the acceptable range, the component will turn off the unit to help protect the electrical systems.

Condensate Overflow Unit Shutdown: Factory mounted condensate overflow switch wired to the unit controller. The controller monitors the condensate overflow switch. If the water level in the drain pan reaches a certain level, the unit will shutdown and send an alarm.

Airflow Monitoring: The supply fan will have an airflow monitoring pressure tap on the inlet cone. The differential pressure across the fan cone is converted to an airflow reading by using the energy conservation principle and the fan wheel K-factor. The airflow can be monitored via the LCD and BAS.

Damper End Switch: Damper end switched will be provided to ensure the supply and exhaust fans do not enable until the dampers are proven open.

Warranty Statement for Dedicated Outdoor Air Systems (DOAS)

Unit Warranty

Valent warrants the equipment to be free from defects in material and workmanship for a period of 18 months from ship date. Initial startup must be completed within six months of the shipment date, and a startup report must be submitted to Valent.

Heat Exchanger Extended Warranty

Valent warrants the stainless steel heat exchanger to be free from defects in material and workmanship for a period of 25 years from the shipment date.

Compressor Extended Warranty

Valent warrants the refrigerant compressor(s) to be free from defects in material and workmanship for a period of 5.5 years from the shipment date.

Warranty Notes

Any component which proves defective during the warranty period will be repaired or replaced at Valent's sole option when returned to our factory, transportation prepaid. All warranties do not include labor costs associated with troubleshooting, removal, or installation. Valent will not be liable for any consequential, punitive, or incidental damages resulting from use, repair, or operation of any Valent product. These warranties are exclusive and are in lieu of all other warranties, whether written, oral, or implied, including the warranty of merchantability and the warranty of fitness for a particular purpose. No person (including any agent or salesperson) has authority to expand Seller's obligation beyond the terms of this warranty, or to state that the performance of the product is other than that published by Seller.

As a result of our commitment to continuous improvement, Valent reserves the right to change specifications without notice.

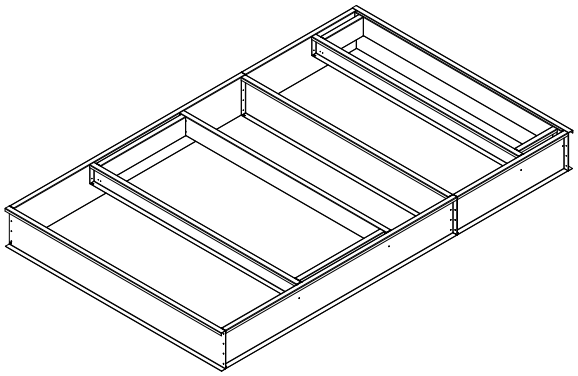
GKD Roof Curb

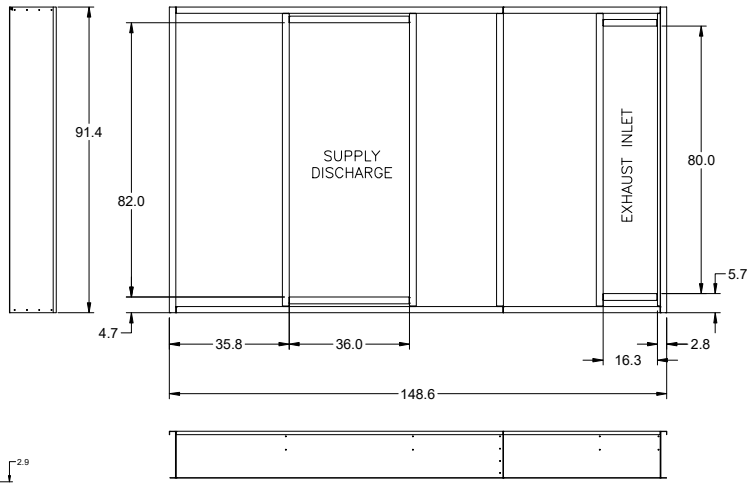
Model: GKD-91.4/148.6-G24

Curb Height (in.)	Curb Length (in.)	Curb Width (in.)	Material	Finish Type	Duct Adapter	Curb Weight (lb)
24	148.6	91.4	Galvanized	Galvanized	Yes	473

Standard Construction Features:
All dimensions shown are actual and in units of in.'s
If unit is selected with side or end discharge/return, there will not be bottom connections supplied with the curb.
14 gauge galvanized steel (perimeter channels).
14 gauge galvanized steel (interior channels).
14 gauge galvanized steel (perimeter channels).
14 gauge galvanized steel (interior channels).
Ships knocked down for field assembly.
Curb insulation to be provided by others.

Curb Detail





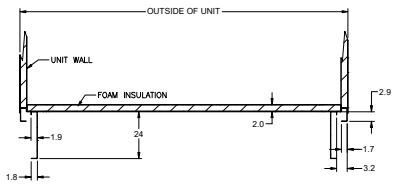


EXHIBIT D

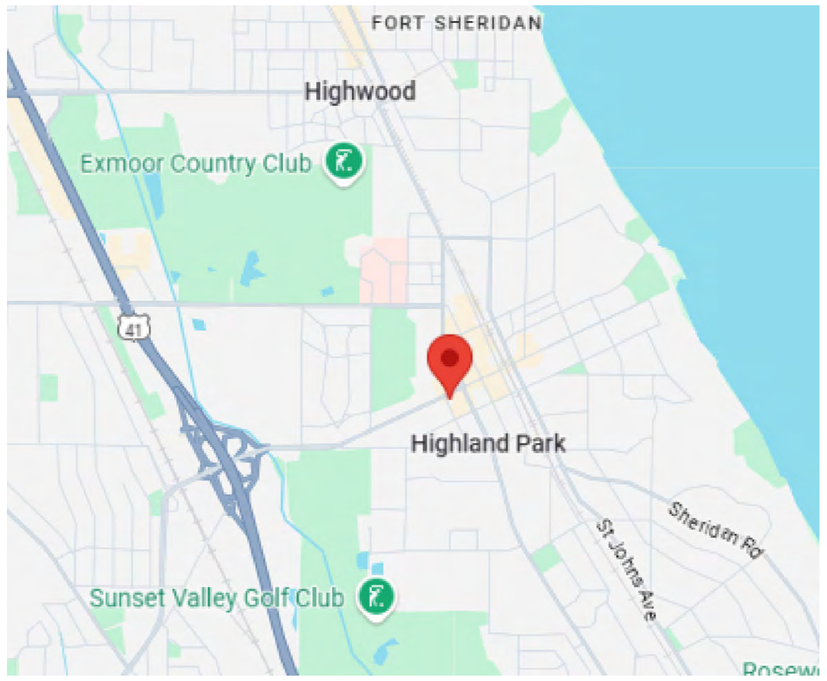
Civil Plans

BENCHMARK INFO

SITE BENCHMARK IS CUT CROSS IN SIDEWALK NORTHWEST OF NORTHWEST CORNER OF PROPERTY, ELEV. 689.202, TRANSFERRED FROM NGS BM NGO 156, ELEV. 685.85 NAVD 88.

NEW 6-STORY CONDO BUILDING
734 CENTRAL AVE., HIGHLAND PARK, IL

SITE LOCATION MAP



NOTE

The location of existing underground utilities, such as water mains, sewers, gas lines, etc., as shown on the plans, has been determined from the best available information and is given for the convenience of the Contractor. However, the Owner and the Engineer do not assume responsibility in the event that during construction, utilities other than those shown may be encountered, and that the actual location of those which are shown may be different from the location as shown on the plans.

Bono Consulting, Inc. is not responsible for the safety of any party at or on the construction site. Safety is the sole responsibility of the contractor and any other person or entity performing work or services. Neither the owner nor engineer assumes any responsibility for the job site safety of persons engaged in the work or the means or methods of construction.

Current Standard Specifications of the Judicial Authority shall apply to the construction on this project.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call:

J.U.L.I.E. 1 (800) 892-0123

LEGEND:

	EXISTING	PROPOSED
PROPERTY LINE		
SANITARY SEWER LINE		
WATER LINE		
STORM SEWER LINE		
STORM MANHOLE		
SANITARY MANHOLE		
COMBINED SEWER		
COMBINED MANHOLE		
CATCH BASIN		
INLET		
WATER VALVE VAULT		
WATER VALVE		
GRADE	100.00	
DRAINAGE DIVIDE		
CURB & GUTTER		
CLEANOUT		
DOWNSPOUT (ROOF DRAINS)		
WATER B. BOX		
TREE PROTECTION FENCE		
CONSTRUCTION FENCE		
INLET FILTER BASKET		
TRAFFIC DIRECTION PAVEMENT MARKING		
FIRE HYDRANT		
RETAINING WALL W/RAILING		
TOP OF CURB BOTTOM OF CURB		T/C XXX.XX B/C XXX.XX
TOP OF CURB BOTTOM OF GUTTER		T/C XXX.XX B/G XXX.XX
WALK BOTTOM OF WALK		W XXX.XX B/W XXX.XX
DESPRESSED CURB BOTTOM OF GUTTER		D/C XXX.XX B/G XXX.XX
MOUNTABLE CURB		M/C XXX.XX B/C XXX.XX

DRAWING INDEX:

1. TITLE SHEET, LEGEND, SITE LOCATION, & AERIAL MAP
2. EXISTING TOPOGRAPHY, DEMOLITION, EROSION & SEDIMENTATION CONTROL PLAN
3. PROPOSED GRADING & PLAN
4. PROPOSED UTILITY PLAN
5. SITE PLAN
6. CONSTRUCTION NOTES & DETAILS
7. STANDARD DETAILS

PROJECT NARRATIVE

GENERAL: EXISTING BUILDING AND PROPERTY TO BE REDEVELOPED INTO A NEW 6-STORY CONDO BUILDING

AREA SUMMARY:
SITE AREA: 0.227 ACRES

SPECIAL PROTECTION AREAS: NO FLOODPLAIN WITHIN 100' OF SITE. THERE ARE NO WETLANDS WITHIN 100' OF SITE.

UPSTREAM TRIBUTARY: THERE IS NO UPSTREAM TRIBUTARY AREA OF FOR THE SITE.

COMBINED/SEPARATE SEWER AREA INFO: PROPOSED PROJECT IS LOCATED IN A SEPARATE SEWER AREA.

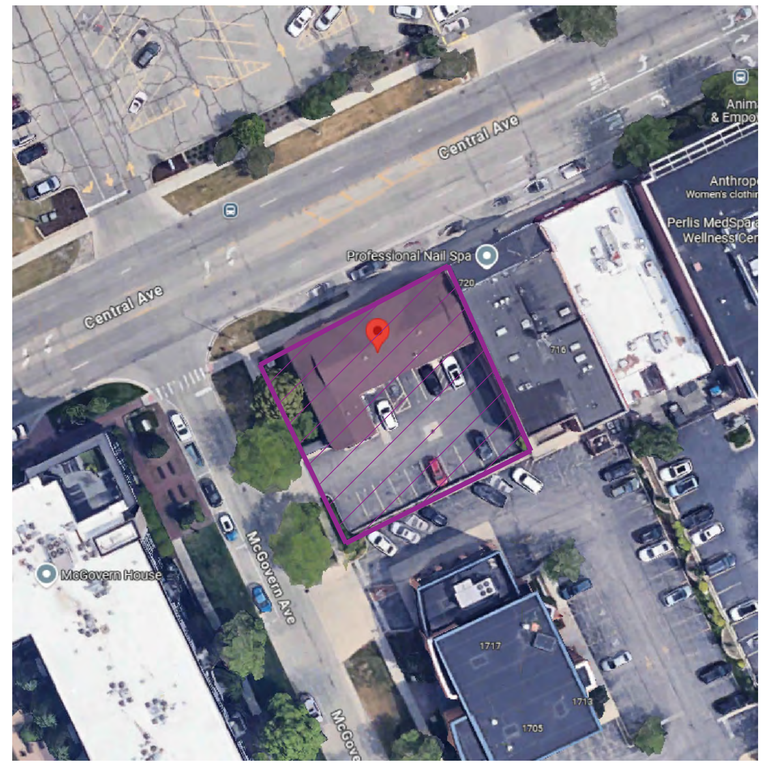
DETENTION/VOLUME CONTROL FACILITY: NO STORMWATER DETENTION OR INFILTRATION IS REQUIRED FOR THIS DEVELOPMENT.

SANITARY SEWERS: NEW SANITARY SERVICE FOR BUILDING

SOILS/INFILTRATION RATE: N/A

GROUNDWATER ELEVATION: N/A

AERIAL MAP



1. I HEREBY CERTIFY THAT THE PROPOSED IMPROVEMENTS WILL NOT ADVERSELY IMPACT THE SUBJECT PROPERTY, THE SURROUNDING PROPERTIES OR THE PUBLIC RIGHT-OF-WAY WITH RESPECT TO STORMWATER DRAINAGE, AND THAT A SAFE OVERFLOW ROUTE HAS BEEN ESTABLISHED.
2. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE PROPOSED IMPROVEMENT IS NOT LOCATED IN FLOOD PROTECTION AREAS BASED ON THE INFORMATION FROM THE FEMA MAPS.

LICENSED PROFESSIONAL ENGINEER
WILLIAM A. HEPBURN
062-073376
OF ILLINOIS

EXP. 11-30-27

ENGINEER

12-12-25
DATE

PROJECT STAFF		ISSUE	REVISIONS	DATE
PROJECT MANAGER:	W. HEPBURN, P.E.	1	ISSUED FOR PERMIT	11-17-25
ENGINEER:		2	REVISED PER FLO REVIEW	12-12-25
ENGINEER:				
TECHNICIAN:				

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CIVIL ENGINEERS
A Sevee & Maher Engineers company
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bono@bonoconsulting.com

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MATTESON, IL 60443
331-229-5612
bono@bonoconsulting.com
DESIGN FIRM NO. 184.008827-0000

SME
SEVEE & MAHER
ENGINEERS
ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE
A Division of Sevee & Maher Engineers, Inc.
Phone: 207.829.5456 • Fax: 207.829.5692 • sme-engineers.com

TITLE SHEET, LEGEND, SITE LOCATION MAP, & AERIAL MAP
NEW CONDO BUILDING
734 CENTRAL AVE., HIGHLAND PARK, IL

COPYRIGHT:
THIS DRAWING SHALL NOT BE USED, REPRODUCED, MODIFIED OR SOLD EITHER WHOLLY OR IN PART, EXCEPT WHEN AUTHORIZED IN WRITING BY THE ENGINEER.

PROJECT NO.:	241633
BASE FILE:	
SHEET FILE:	
ISSUE DATE:	FEB. 21, 2025
SCALE:	NTS

SHEET NUMBER
C-1

SITE BENCHMARK IS CUT CROSS IN SIDEWALK NORTHWEST OF NORTHWEST CORNER OF PROPERTY. ELEV. 689.202. TRANSFERRED FROM NGS BM NGO 156, ELEV. 685.85 NAVD 88.

NOTE :
EXISTING CONDITIONS ARE BASED UPON A TOPOGRAPHIC SURVEY. THIS IS NOT A BOUNDARY SURVEY. PROPERTY LINES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE USED AS A BASIS FOR CONSTRUCTION LAYOUT. PROPERTY LINE INFORMATION SHOWN IS BASED ON THE PLAT OF SURVEY RECEIVED FROM THE OWNER AND ANY IRON PIPES (AS INDICATED) FOUND BY BCI'S SURVEY CREW.

PROPERTY BOUNDARY INFORMATION SHOWN HEREON IS TAKEN FROM OFFICIAL PLATS AND RECORDS

LOCATION OF UNDERGROUND UTILITIES WHERE NOT SUBSTANTIATED BY PHYSICAL EVIDENCE ARE TAKEN FROM RECORDS NORMALLY CONSIDERED RELIABLE. NO RESPONSIBILITY FOR THEIR ACCURACY IS ASSUMED BY THE SURVEYOR.

FOR LOCATION OF BURIED CABLE, CALL J.U.L.I.E. @ 1-800-892-0123 BEFORE DIGGING

LOCATIONS OF EXISTING UTILITY SERVICES ARE BASED ON VISUAL OBSERVATIONS. CONTRACTOR MUST CONFIRM LOCATION AND CONDITION OF ALL UTILITY SERVICES TO REMAIN.

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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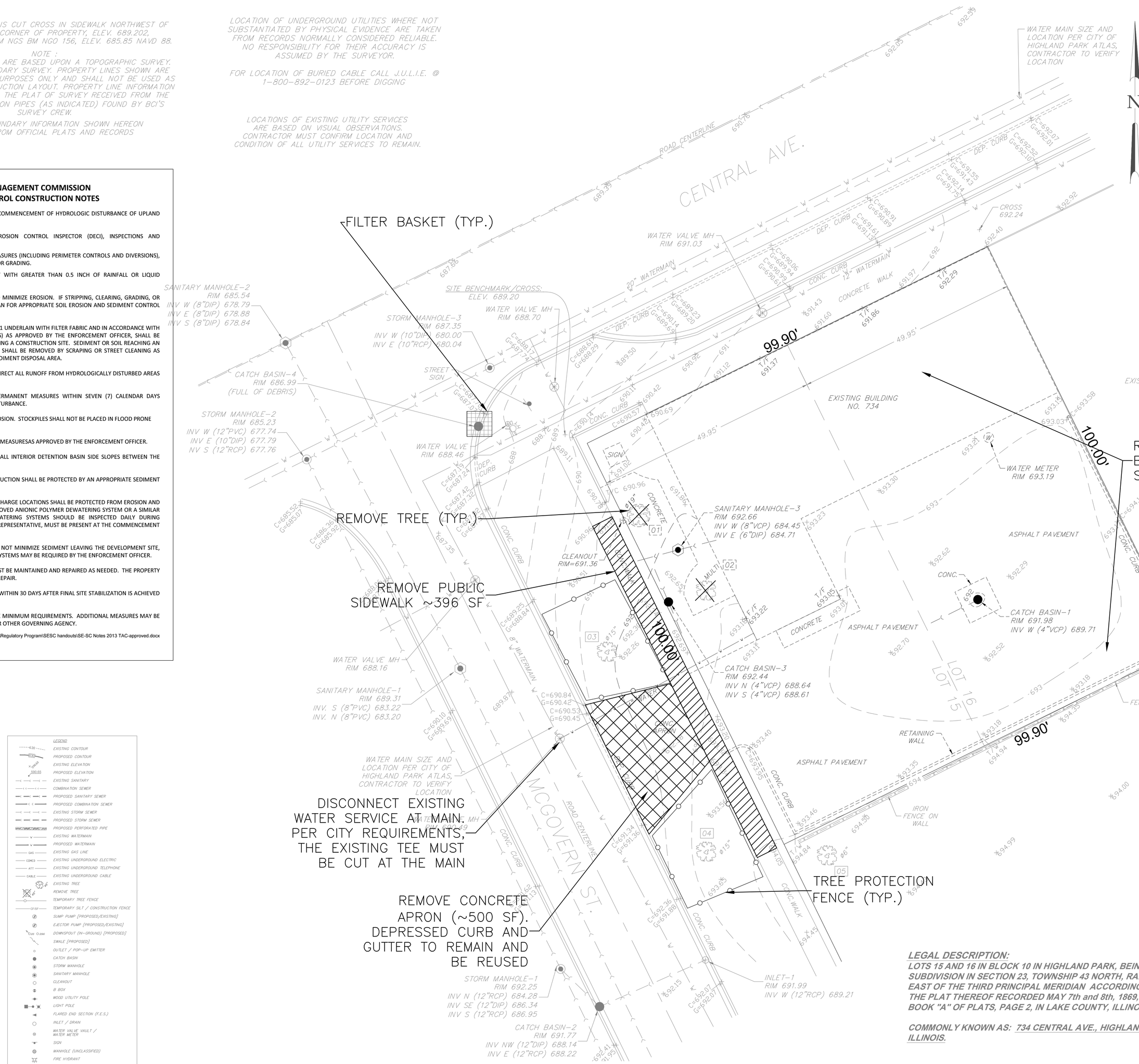

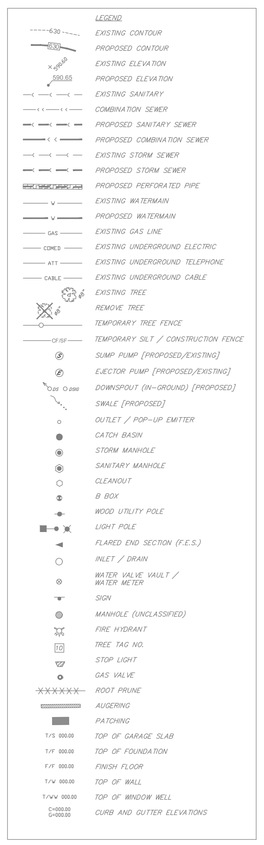

DEMOLITION NOTES

1. Install temporary tree protection fencing prior to any demolition work.
2. Install temporary 6' high chain link fence around the proposed work area as shown on the drawing.
3. Contractor to call JULIE at 1-800-892-0123. minimum of 48 hours prior to initiating any excavation or demolition.
4. Contractor shall verify the exact elevation and location of all existing utilities and appurtenances prior to construction, to avoid interferences.
5. Appropriate precautions shall be taken to avoid damage to and to protect existing utilities and appurtenances in the vicinity of work. Contractor shall be responsible for the protection of all underground or overhead utilities even though they may not be shown on the plans. any utility that is damaged during construction shall be repaired to the satisfaction of the Village and the owner, or replaced.
6. Any open excavations, or potentially dangerous areas shall be fenced or guarded in an acceptable manner at the end of each day for the protection of the contractor's employees and general public safety.
7. **Bono Consulting Inc is not liable for any construction site safety**. Contractor to take all OSHA regulated and applicable local safety precautions to safe guard all potentially hazard sites/work.
8. Contractor is responsible for keeping roads free of excessive debris at all times.
9. Any soil, mud or debris that is washed, tracked, or deposited onto the street shall be removed before the end of each day.
10. Topographic survey by Bono Consulting Inc.
11. All excavation shall be tapered, or, shored and maintained pumped dry.
12. Do not create dust or other nuisance to neighboring properties during construction
13. "No trespassing" signs shall be mounted on the fencing in conspicuous locations until construction is completed and approved
14. Any gate in the perimeter fence shall be adequately hinged to prevent entry, except to allow ingress and egress to and from site, such gate must be looked at all times, other than permitted hours of construction.
15. Contractor responsible for locating & protecting light pole electric supply.

PROJECT STAFF		ISSUE	REVISIONS	DATE
PROJECT MANAGER:	W. HEPBURN, P.E.	1	ISSUED FOR PERMIT	11-17-25
ENGINEER:		2	REVISED PER PDO REVIEW	12-12-25
ENGINEER:				
TECHNICIAN:				

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EXISTING TOPOGRAPHY, DEMOLITION, EROSION AND SEDIMENTATION CONTROL PLAN
NEW CONDO BUILDING
734 CENTRAL AVE., HIGHLAND PARK, IL

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PROJECT NO.:	241633
BASE FILE:	
SHEET FILE:	
ISSUE DATE:	FEB. 21, 2025
SCALE:	1"=10'-0

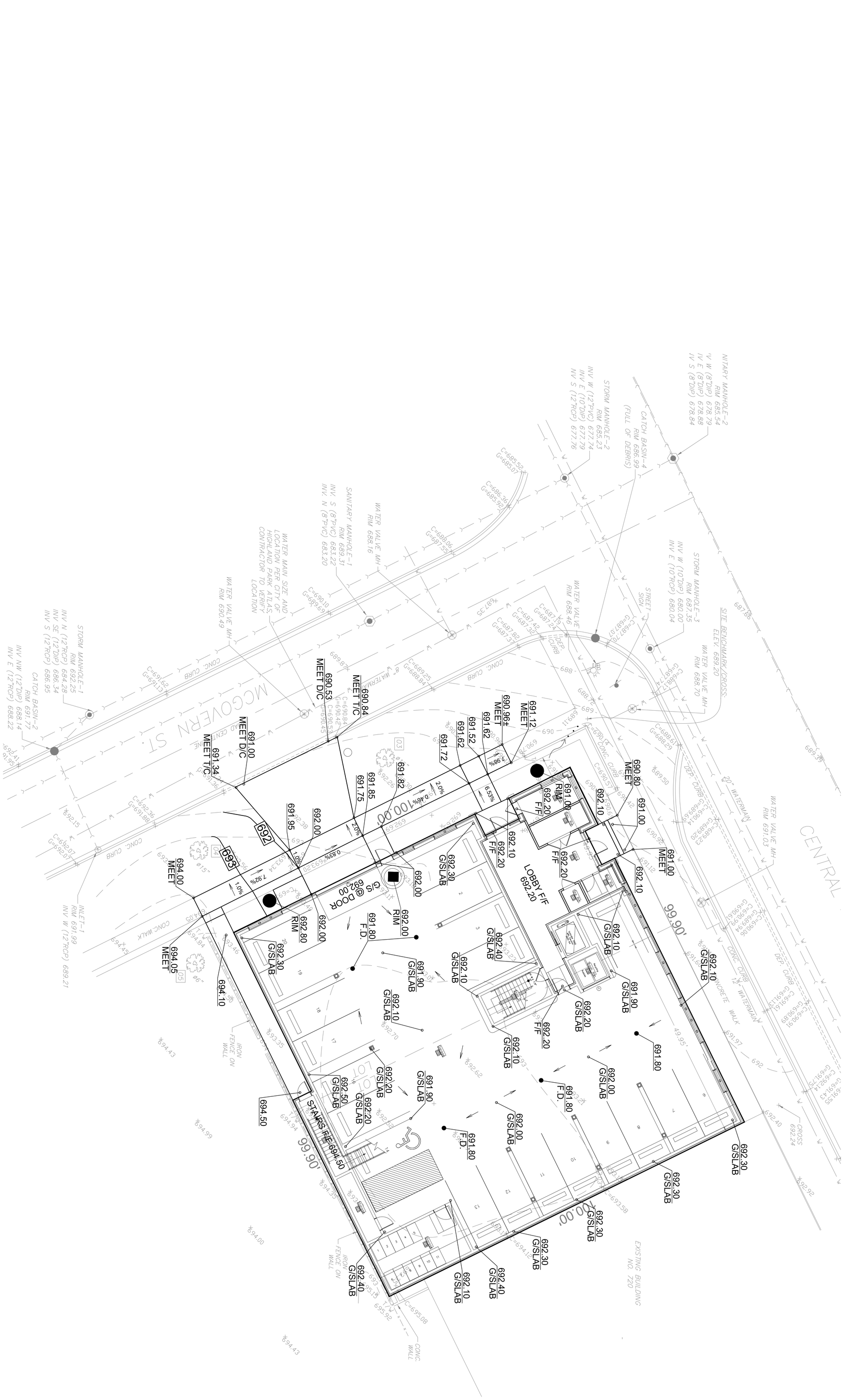
SHEET NUMBER
C-2

LEGAL DESCRIPTION:
LOTS 15 AND 16 IN BLOCK 10 IN HIGHLAND PARK, BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 7th and 8th, 1869, IN BOOK "A" OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 734 CENTRAL AVE., HIGHLAND PARK, ILLINOIS.

EARTHWORK / EROSION & SEDIMENTATION CONTROL

1) ~~All construction activities that involve earthwork shall meet the National Pollutant Discharge Elimination System Phase II requirements:~~
   a) ~~Submittal of a Notice of Intent (NOI) to IEPA.~~
   b) ~~Possession of a completed and signed Stormwater Pollution Prevention Plan (SWPPP) and a graphic Erosion and Sediment Control (ESC) Plan.~~
   c) ~~Implementation of the SWPPP.~~
   d) ~~Submittal of an Incidence of Noncompliance (ION) if an event occurs.~~
   e) ~~Weekly reports after 1/2" rainfall or 5" snowfall.~~
   f) ~~Documentation of changes to ESC plan.~~
   g) ~~Submittal of a Notice of Termination (NOT), when final stabilization is achieved.~~
2) The contractor shall maintain existing positive drainage from off-site at all times during construction.
3) Within the limits of proposed grading the soil shall be compacted to not less than the following percentages of modified proctor dry density in accordance with ASTM D 1557-78:
   a) Under structures, Building slabs, steps and pavements, Compact six (6") inch maximum lifts of subgrade. Backfill or fill material at 95% modified proctor dry density.
   b) Under walkways. Compact six (6") inch maximum lifts of dry subgrade, backfill, or fill material at 95% modified proctor dry density.
   c) Under lawn or unpaved areas. Compact six (6") inch maximum lifts of subgrade, backfill, or fill material at 85% modified proctor dry density.
4) All erosion control work shall comply with "Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control."
5) Stripping of vegetation, grading or other soil disturbance, especially in designated wetland areas, shall be done in a manner which will minimize soil erosion, and shall be in accordance with the approved drawings, mitigation and permit requirements.
6) The contractor shall take precautionary measures to minimize earthwork in areas where trees are to be saved as shown on the plans or determined in the field.
7) The extent of the area which is exposed and free of vegetation and the duration of its exposure shall be kept within practical limits as directed by the Village Engineer.
8) Sedimentation shall be retained on site. Sediment fence shall be installed along the perimeter of all regraded areas or as required to prevent sediment from entering and/or leaving the site.
9) Dust produced from the site shall be kept to a minimum during dry periods by spraying water as required to the Village Engineer's satisfaction and is to be considered incidental.
10) All mud shall be removed from all tires before leaving the site and the roads shall be kept clean and clear of mud and debris at all times.
11) Culverts and drainage ditches shall be kept clean and clear of obstructions during the construction period.
12) Silt fences & filter baskets shall be inspected frequently and maintained or replaced as required to maintain both their effectiveness and integrity.
13) Water courses and drainage swales adjacent to construction activities shall be monitored as necessary, for evidence of silt intrusion and other adverse environmental impacts. Any problems or deficiencies shall be corrected immediately upon their discovery.
14) Sod all unpaved areas of parkways, right-of-ways and front yards to rear wall of the building. Any and all **other** site seeding **may** be used, in some instance particularly for the back yard, only with prior approval by the Village Engineer.
15) The contractor shall install all erosion control items prior to commencement of any work.



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DESIGN FIRM NO. 184.008857-0002

PROJECT STAFF		ISSUE	REVISIONS	DATE
PROJECT MANAGER:	W. HEPBURN, P.E.	1	ISSUED FOR PERMIT	11-17-25
ENGINEER:		2	REVISED PER PUD REVIEW	12-12-25
ENGINEER:				
TECHNICIAN:				

SHEET NUMBER C-3
SCALE: 1"=10'-0
ISSUE DATE: FEB. 21, 2025
SHEET FILE:
BASE FILE:
PROJECT NO.: 241633

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734 Central, Highland Park

Date: 11.3.25

	Existing		Proposed	
	Sq. Ft.	Acres	Sq. Ft.	Acres
Property Area	9,900	0.227		
Building	3,491	0.080	8,719	0.200
Pavement/Walks	5,954	0.137	450	0.010
Impervious Area	9,445	0.217	9,169	0.210
Pervious Area	28,337	0.651	731	0.017
Increase in Impervious Area	-0.006	**Ac.**		

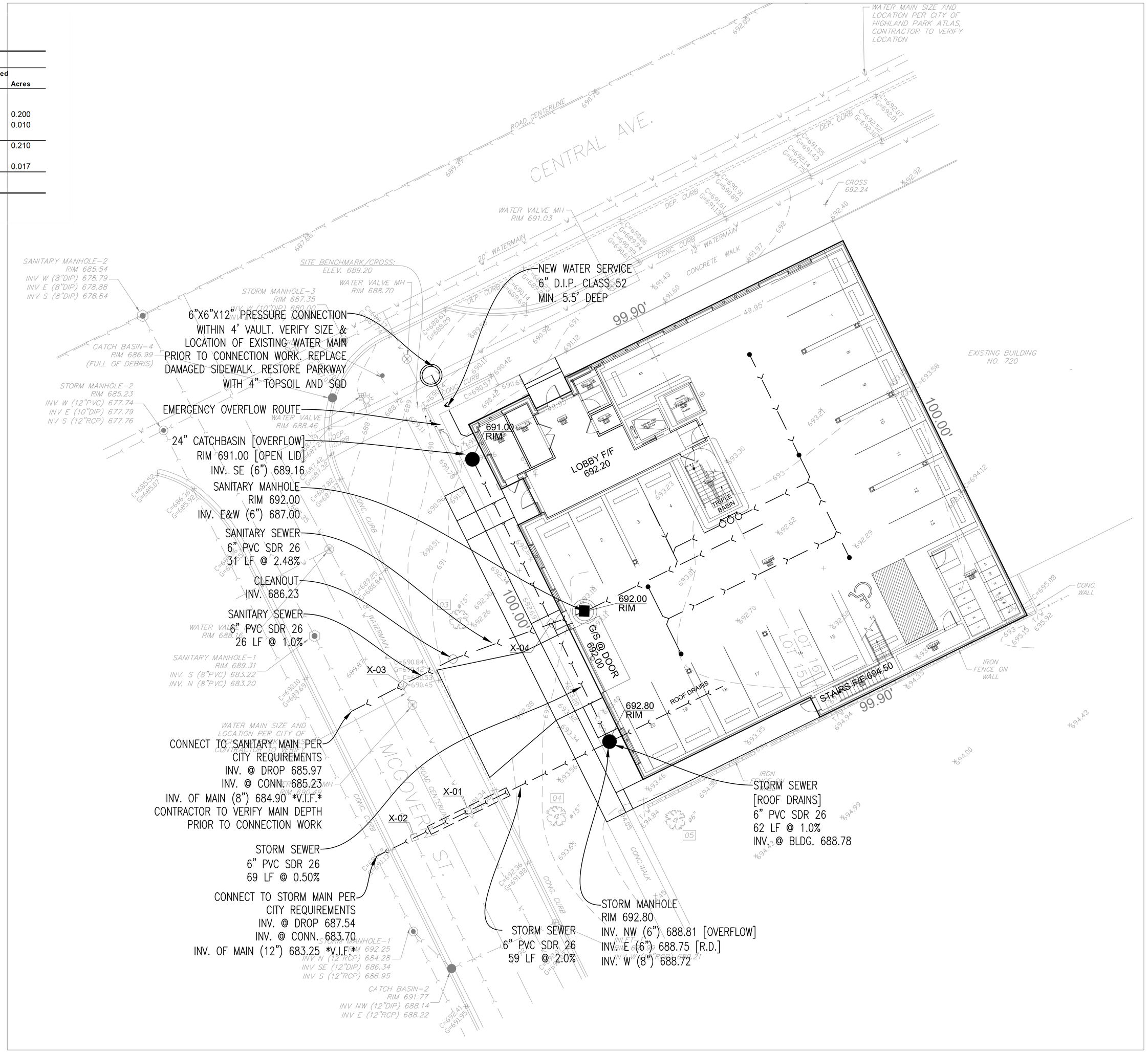
UTILITY CROSSING SCHEDULE

X-01
B/STORM 688.00
T/WATER 686.00 *V.I.F.* [ASSUMED 5.5' DEEP]
MAINTAIN 18" SEPARATION 10' BOTH SIDES OF CROSSING
WMQ CASING PIPE 10' BOTH SIDES OF CROSSING

X-02
B/STORM (6") 687.73
T/SANITARY (8") 685.97 *V.I.F.*
INV. SANITARY (8") 685.30 *V.I.F.*

X-03
B/SANITARY 686.10
T/WATER 684.50 *V.I.F.* [ASSUMED 5.5' DEEP]
MAINTAIN 18" SEPARATION 10' BOTH SIDES OF CROSSING
WMQ CASING PIPE 10' BOTH SIDES OF CROSSING

X-04
B/STORM (6") 688.96
T/SANITARY (6") 687.35



PROJECT STAFF

PROJECT MANAGER:	W. HEPBURN, P.E.
ENGINEER:	
ENGINEER:	
TECHNICIAN:	

ISSUE	REVISIONS	DATE
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PROPOSED UTILITY PLAN

NEW CONDO BUILDING
734 CENTRAL AVE., HIGHLAND PARK, IL

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PROJECT NO.:	241633
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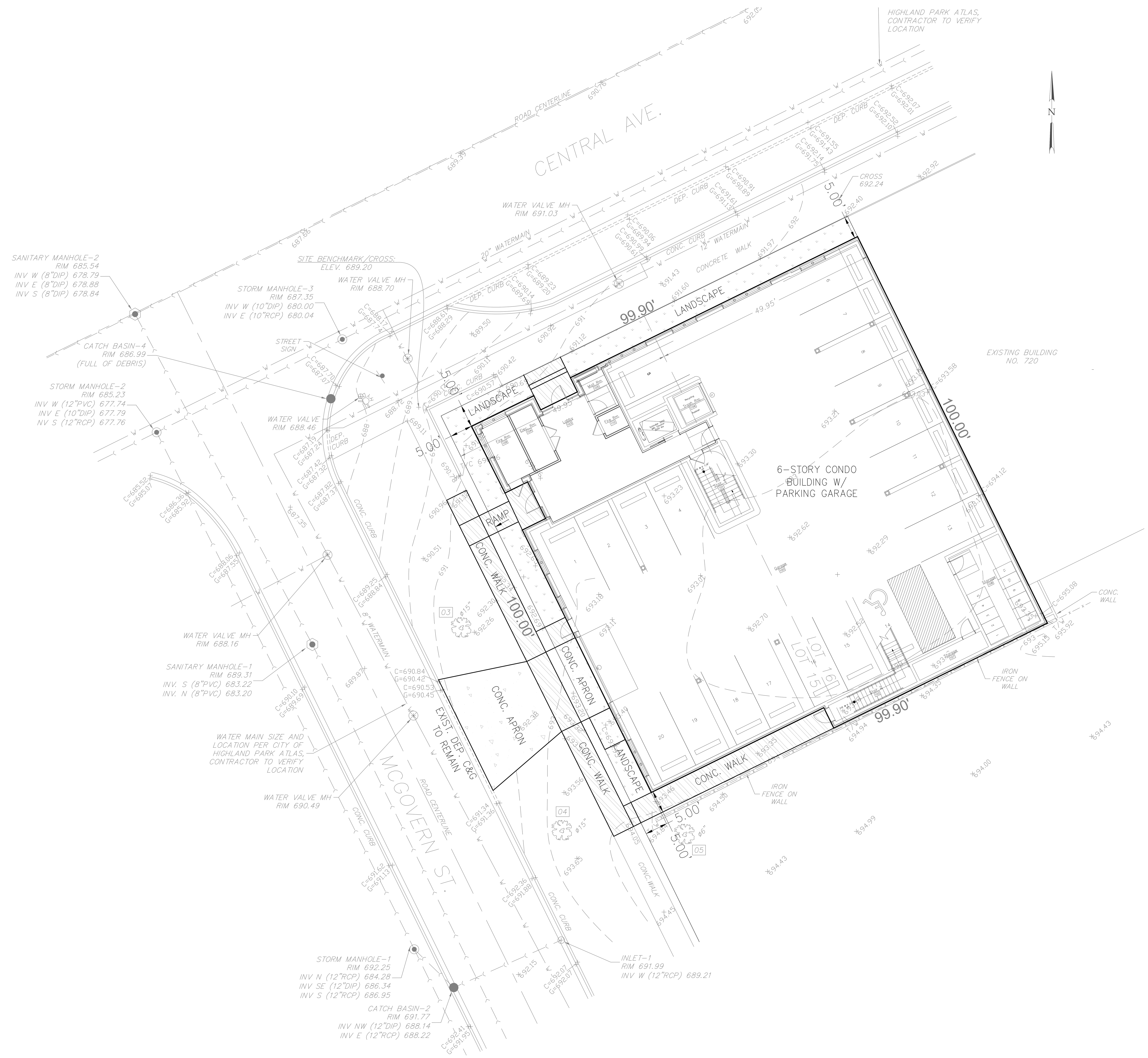
SHEET NUMBER
C-4



SITE PLAN NOTES:

A. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL LOCAL /COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
B. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL HEALTHY STAND OF GRASS IS ESTABLISHED UNLESS OTHERWISE NOTED.
C. ALL CURBED RADII ARE TO BE 3' MEASURED TO FACE OF CURB UNLESS OTHERWISE NOTED. STRIPED RADII ARE TO BE 9' UNLESS OTHERWISE NOTED.
D. ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB AND RADII ARE BACK OF CURB OR BUILDING FOUNDATION UNLESS OTHERWISE NOTED.
E. BUILDING DIMENSIONS AND ADJACENT PARKING AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST, THEREFORE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
F. ALL PROPOSED CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.
G. EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITION AS PREPARED BY **BCI**. CONTRACTOR SHALL FIELD CHECK EXISTING ELEVATIONS AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.
H. THE CONTRACTOR SHALL CONTACT J.U.L.I.E. (1-800-892-0123) PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
I. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE REMOVED UNDER PROPOSED BUILDINGS AND ABANDONED ELSEWHERE AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
J. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS AND POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITEWORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
K. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY OTHERS.
L. IMPROVEMENTS ADJACENT TO BUILDING IF SHOWN SUCH AS TRUCK DOCK, RETAINING WALLS, SIDEWALKS, CURBING, CANOPIES, RAMPS, HANDICAP ACCESS, PLANTERS, DUMPSTERS AND TRANSFORMERS ETC. HAVE BEEN SHOWN FOR APPROXIMATE LOCATION ONLY. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
M. THE CONTRACTOR SHALL ADJUST RIM ELEVATIONS OF ALL EXISTING STRUCTURES TO PROPOSED GRADES AS INDICATED ON PLANS.
N. CONTRACTOR TO VERIFY LOCATION, SIZES, AND ELEVATIONS OF ALL BUILDING SERVICE AND ELECTRIC CONDUITS LOCATIONS WITH ARCHITECTURAL PLANS.
O. TOTAL LAND AREA IS 0.227+/- ACRES. DISTURBED AREA IS 0.227+/-.
P. NO WETLANDS WERE PRESENT ON THIS SITE.
Q. THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE "SITE SPECIFIC SPECIFICATIONS."
R. MONUMENT AND/OR PYLON SIGNS SHALL BE CONSTRUCTED BY OWNER ASSIGNED CONTRACTOR.
S. ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.
T. ALL ROADWAY AND PARKING LOT IMPROVEMENTS SHALL BE COMPLETED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, LATEST EDITION.
U. ROUTING OF GAS, ELECTRIC AND TELEPHONE SERVICES IF SHOWN ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE BASED UPON FINAL REVIEW AND APPROVAL BY RESPECTIVE UTILITY COMPANIES AND OWNER. CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY AND COORDINATE FINAL LOCATIONS FOR ALL UTILITY SERVICES PRIOR TO START OF CONSTRUCTION.
V. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
W. ALL SIDEWALK CROSS-SLOPES SHALL BE 1% UNLESS OTHERWISE NOTED.
X. MAXIMUM SLOPE IN ANY ACCESSIBLE PARKING SPACE SHALL NOT EXCEED 2% IN ANY DIRECTION.

PAVEMENT LEGEND

(solid grey)	STANDARD DUTY PAVEMENT (NOT USED) 2" BITUMINOUS SURFACE COURSE, HOT-MIX ASPHALT, MIX D, N50 2" BITUMINOUS BINDER COURSE, HOT-MIX ASPHALT, IL-19, N50 8" AGGREGATE BASE COURSE CA-6, TYPE B
(concrete pattern)	CONCRETE APRON/PAVEMENT 8" CONCRETE PAVEMENT (W/6X6 W/1.4 WWF)* 4" COMPACTED AGGREGATE BASE CA-6, TYPE B
(stipple)	CONCRETE PADS - TRASH CORAL & UTIITY PADS (NOT USED) 8" CONCRETE PAVEMENT W/6X6 W/1.4 WWF* 4" COMPACTED AGGREGATE BASE CA-6, TYPE B
(hatch)	SIDEWALKS 5" PORTLAND CEMENT CONCRETE 4" COMPACTED AGGREGATE BASE COURSE, TYPE B
(dots)	DETECTABLE WARNING AND DEPRESSED CURB (NOT USED) REPLACEABLE RED POLYMER COMPOSITE PLATES

*REFER TO CONCRETE JOINT DETAILS (IF ANY).

PROJECT STAFF		ISSUE	REVISIONS	DATE
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SITE PLAN

NEW CONDO BUILDING
734 CENTRAL AVE., HIGHLAND PARK, IL

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PROJECT NO.:	241633
BASE FILE:	
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ISSUE DATE:	FEB. 21, 2025
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SHEET NUMBER
C-5

GENERAL CONSTRUCTION NOTES

1. The construction shall be under the general inspection of the Village engineer and the owner's engineer.
2. All work shall be in accordance with the applicable sections of the following specifications:
   a. Illinois Department of Transportation (I.D.O.T.) "Standard Specifications for Road and Bridge Construction" January 1, latest edition.
   b. "Standard Specifications for Water and Sewer Main Construction in Illinois" latest edition.
   c. "Illinois Recommended Standards for Sewage Works" as published by the I.E.P.A.
   d. "Manual on Uniform Traffic Control Devices" (M.U.T.C.D.) latest edition.
   e. The Subdivision and Development Codes and Standards of the local authority.
   f. "Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois" published by the Association of Illinois Soil and Water Conservation Districts.

   Where a contradiction occurs with any part of the standard specifications, the most stringent requirement shall take precedence, as determined by the engineer.

   The contract documents (Plans and Specifications/General Notes) shall supersede the standard specifications. If there is a conflict between the plans and specifications, the most stringent requirement shall take precedence, as determined by the engineer.

3. The contractor shall have at least one copy of all applicable specifications as well as one copy of the contract documents (Plans and Specifications) available at the job site at all times that work is in progress. Should any discrepancies or conflicts on the plans, quantities or specifications be discovered by the contractor, whether prior to awarding or after the award of the contract, the engineer's attention shall be called to the same before work is begun thereon and so that proper corrections can be made.
4. Contract Documents and Drawings:
   A. The engineer's drawings (The Plans) shall be included as part of the contract documents.
   B. The contractor is required to review the soils report for the site.
   C. All bidders shall carefully examine the drawings and specifications prepared for the work. They shall visit the site of the work and acquaint themselves with all local conditions, codes, and requirements affecting the contract. If awarded the contract, they shall not be allowed extra compensation by reason of any unforeseen difficulties or obstacles which the bidder could have discovered or reasonably anticipated prior to the bidding.
   D. Should it appear that the work covered by the contract documents is not sufficiently detailed or explained, an RFI form shall be submitted to the engineer for further drawings or explanations as may be necessary to clarify the point in question prior to the contract award. It is the intention of the contract documents to provide a job complete in every respect. The contractor is responsible for this result and to turn over the project in complete operating condition, irrespective of whether the contract documents cover every individual item in minute detail.
5. The Local Department of Public Works and Community Development shall be notified 24 hours in advance to schedule inspections for sidewalk, curb and gutter driveways, aprons, paving, grading, watermain, sewer main and utility services.
6. Work shall not take place without required traffic control devices and barricades in place per the M.U.T.C.D. Any deficiency of safety or traffic control devices shall be just cause to stop the project until such time as the deficiency is corrected.
7. Village streets shall not be closed without the written permission of the Local Department of Engineering and Community Development and then only after proper notification has been given to the Police and Fire Departments.
8. The contractor shall immediately remove mud, soil or debris deposited on public streets and alleys. Failure to keep streets & alleys clean shall be just-cause for issuance of a Stop Work Order or citation.
9. Signs located in the public right-of-way must not be removed or damaged. If a sign needs to be moved, notify the Public Works Department.
10. Construction materials shall not be stored within the Village Right-Of-Way.
11. The owner/contractor shall be responsible for obtaining all required Federal, State, County, I.E.P.A. permits.

    The contractor shall, at his own expense, obtain all other permits, licenses, etc., as may be required for the execution of this work, give all necessary notices, pay all fees required, post all bonds, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health and safety.

    All required insurance and/or bonds shall be provided by the contractor as may be required by the permitting agency.

    The contractor shall meet all of the requirements of any permits as might be issued for this work by other agencies, and shall pay for at their sole expense any surety or bonds as may be required by the permitting agency.

12. The contractor is responsible for having a set of approved engineering plans with the latest revision date on the job site at all times during the construction period.
13. The contractor shall indemnify and save harmless the owner, Bono Consulting Inc., and their officers and employees; the Village and their officers, employees, agents, and engineers, and from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgment of every nature and description brought or recovered against them, by reason of any act or omission of said contractor, their agents, subcontractors or employees, in the execution of the work or in the guarding of it.
14. The location of existing underground utilities, such as water mains, sewers, gas lines, etc., as shown on the plans, has been determined from the best available information and is given for the convenience of the Contractor. However, the Owner and Engineer do not assume responsibility in the event that during construction, utilities other than those shown may be encountered and that the actual location of those which are shown may be different from the location as shown on the plans. The contractor is to verify the location of all utilities prior to the start of work and is responsible for damage to same. The contractor shall call J.U.L.I.E. 1-800-892-0123 and the Village public works department for utility locates before excavating.
15. Existing utilities are shown on the plans according to information obtained from utility companies and surveys. The owner and engineer do not guarantee the accuracy or completeness of this information. The contractor shall make their own investigation to determine the existence, nature and location of all utility lines and appurtenances within the limits of the improvement. The contractor shall locate all utilities far enough in advance to avoid all conflicts in grade separation between existing utilities and proposed improvements. If the contractor encounters a conflict between the proposed improvement and existing utility that was not located in advance by the contractor, then the contractor shall at no cost to owner, relocate the proposed improvements and/or utility to avoid the conflict.

    The contractor will be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction or abandonment by these companies of any and all services or facilities owned or operated by them within the limit of this improvement.

    Before doing any work which will damage, disturb or leave unsupported or unprotected any utility lines or appurtenances encountered, the contractor shall notify the respective owner thereof, who will make all arrangements for relocating, adjusting, or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the contractor, including the removal of all cables, manhole covers and other appurtenances which the owner desires to salvage. After such arrangements have been made, the contractor will proceed with the work as directed by the engineer. All utility lines and appurtenances which are abandoned shall be removed and legally disposed of by the contractor.

    No extra compensation will be allowed by the contractor for any expense incurred by complying with these requirements or because of delays, inconvenience or interruptions in their work resulting from the failure of any utility company to remove, relocate, reconstruct or abandon their services. The responsibility for prompt and timely removal, relocation, reconstruction or abandonment of their facilities by all utility companies involved, and the coordination of their own work with that of these companies to the end that work on this improvement is not delayed because of the necessary changes in the existing utilities, public or private, shall rest upon the contractor.

16. ~~The flow from any field tiles draining off-site properties shall be maintained. The contractor shall notify the engineer if any such field tiles are encountered and shall show them on a set of as-built plans.~~
17. All existing utilities or improvements, including walks, curbs, pavements and parkways damaged or removed during construction shall be promptly restored to their respective original condition.
18. All existing pavement or concrete to be removed shall be saw cut along the limits of the proposed removal. Payment for sawing shall be included in the cost of the removal of each item.
19. The contractor is to verify all critical elevations prior to commencing work and if there are any discrepancies, is to notify the engineer immediately. The contractor shall call to the attention of the engineer any errors or discrepancies which may be suspected in the lines and grades which are established by the surveyor, and shall not proceed with the work until any lines and grades which are to believed to be in error have been verified or corrected by the engineer.
20. No holes are to be left open in the pavement or the parkway over a holiday, weekend, or after 3 p.m. on the day preceding a holiday or weekend.
21. Any bracing, sheeting or special construction methods deemed necessary by the contractor in order to install the proposed improvements shall be considered incidental to the cost of the project. Any additional soils data needed to confirm the contractor's opinions of the subsoil conditions shall be done at the contractor's expense. The contractor shall obtain the owner's written authorization to access the site to conduct a supplemental soils investigation.
22. Whenever the performance of work is indicated on the plans, and no item is included in the contract for payment, the work shall be considered incidental to the contract and no additional compensation will be allowed.
23. All items shown to be removed, shall be legally disposed of off-site.
24. All work performed under this contract shall be guaranteed against all defects in materials and workmanship of whatever nature by the contractor and his surety for a minimum period of 12 months from the date of final acceptance of the work by the Village, other applicable governmental agencies, and the owner.
25. No work shall be performed on adjacent private property without the written permission of the property owner.
26. During construction the contractor and their subcontractors shall remove from the premises, rubbish, waste material and accumulations, and shall keep the premises clean. The contractor shall clean the premises to the satisfaction of the owner, engineer, and Village.
27. The contractor shall have appropriate equipment, including street sweepers and end loaders available on-site at all times when equipment or vehicles are using existing public or private pavement. The contractor shall immediately remove any dirt, mud, clay, sediment, concrete, gravel, sand, stones, plant matter, debris, refuse, garbage, etc. deposited on any street, sidewalk or alley by any equipment, vehicles or people associated with this project. The contractor is responsible for complying with all Village ordinances including any and all assessments of cost that may result. This work shall not be paid for separately, but shall be included in the cost of the work.
28. All trenching, shoring, and construction work performed shall be in accordance with O.S.H.A. Standards. The contractor shall at all times maintain proper dust control at the site and shall have a watering truck readily available during all working hours. Contractor is solely responsible for maintaining stability of adjacent building foundations during excavation/construction.
29. The contractor shall water the entire site whenever the site conditions become unhealthy due to blowing soil or dust. The site shall be watered as many times per day as necessary to maintain a healthy work site as determined by the owner or engineer. Water for non-emergency use shall not be obtained from any fire hydrant, unless the fire hydrant is metered in accordance with Village requirements. The cost to furnish dust control shall be incidental to the cost of construction.
30. The contractor must follow the requirements of the Village Specification for all pavement openings and repairs.
31. Tree removal permit is required for removal of all trees 10" diameter or greater.
32. An inspection of the top of foundation will be required prior to pouring.
33. A final inspection of grading will be required before placement of any sod.
34. All street openings shall be in accordance with IDOT standards for work within an IDOT R.O.W.
35. All retaining walls greater than 36" high need to be approved by a licensed structural engineer. Retaining wall shop drawings to be submitted by contractor for approval.
36. Construction staking shall be provided by the contractor and shall be included in the contract price. A licensed surveyor must stake all grading, utility and paving work.
37. Upon completion of the project, the contractor or engineer shall submit a sets of as-built engineering plan and a grading certificate. These documents shall be submitted within thirty (30) days of final approval to the Village. The price per this work shall be included in contractors fee.

IEPA NOTES:

Sewers crossing water mains shall be laid to meet the following specifications:

1. Horizontal Separation:
   A. Whenever possible, a water main must be laid at least ten feet horizontally from any existing or proposed drain or sewer line.
   B. Should local conditions exist which would prevent a lateral separation of ten feet, a water main may be laid closer than ten feet to a storm or sanitary sewer provided that the water main invert is at least eighteen inches above the crown of the sewer, and is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.
   C. If it is impossible to obtain proper horizontal and vertical separation as described in 1 and 2 above, both the water main and sewer must be constructed of pipe material which would conform to water main standards and be pressure tested to assure water tightness before backfilling.
2. Vertical Separation:
   - Whenever water mains cross house sewers, storm drains or sanitary sewers, the water main shall be laid at such an elevation that the invert of the water main is eighteen inches above the crown of the drain or sewer. This vertical separation must be maintained for that portion of the water main located within ten feet horizontally of any sewer or drain crossed. This must be measured as the normal distance from the water main to the drain or sewer.
   - Where conditions exist that the minimum vertical separation set forth in 1 above cannot be maintained, or it is necessary for the water main to pass under a sewer or drain, one of the following two measures must be taken:
     - **A.** The water main shall be installed within a PVC carrier pipe and the carrier pipe shall extend on each side of the crossing until the normal distance from the water main to the sewer or drain line is at least ten (10) feet.
     - **B.** The involved sewer or drain shall be constructed of pipe material which would conform to water main standards until the normal distance from the water main to the sewer is at least ten (10) feet.
3. In making such crossings, center a length of water main pipe over the sewer to be crossed so that the joints will be equidistant from the sewer and as remote there from as possible. Where a water main must cross under a sewer, a vertical separation of eighteen inches between the invert of the sewer and the crown of the water main shall be maintained, along with means to support the larger sized sewer lines to prevent their settling and breaking the water main. The horizontal and vertical separation between water service lines and all sanitary sewers, storm sewers, or any drain should be the same as for water mains, as detailed above, except that when minimum horizontal and vertical separation cannot be maintained, water pipe as described under Vertical Separation above, may be used for sewer service lines.

EARTHWORK AND GRADING

1. All earthwork shall be done in accordance with the state of Illinois, "Standard Specifications for Road and Bridge Construction," latest edition and "Supplemental Specifications and Recurring Special Provisions," latest edition. Included in this work, but not necessarily limited to the following are: clearing, stripping and stockpiling of topsoil, mass grading and fine grading of the site and roadways, excavation of unsuitable materials and excavation of detention ponds, landscape mound construction, and miscellaneous topsoil respread and seeding.
2. Any earthwork summaries provided by the engineer are intended to be used as a guide for the contractor in determining the scope of the completed project. It is the responsibility of the contractor to determine all material quantities and appraise themselves 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.**
3. The initial establishment of erosion control procedures and the placement of erosion control fence, etc. shall be installed by the contractor prior to the start of mass grading.
4. All grading operations are to be supervised and inspected by the owner's engineer or their representative. All testing, inspection, and supervision of soil quality, unsuitable soil removal and its replacement, and other soils related operations shall be entirely the responsibility of the soils engineer. No undercut shall be performed or claims for extra work without authorization by the owner and documentation by the soils engineer.
5. Clearing shall consist of the removal and disposal of all obstructions such as trees, hedges, fences, walls, accumulations of rubbish of whatever nature, and all logs, shrubs, brush, grass, weeds, and other vegetation and stumps. These items shall be performed whenever they occur within the street right of ways, and within the limits of construction. Trees to be saved shall be identified by the Engineer on the construction plans. All trees, except those designated to be saved, and all stumps shall be cut and legally disposed of. Trees, stumps, and hedges within the limits of construction shall be removed completely. Trees designated to be saved as indicated on the plans, or as directed by the engineer, shall be protected in accordance with the procedures outlined in Article 201.05 of the "Standard Specifications for Road and Bridge Construction".
6. Strip topsoil down to firm subbase. stockpile quantity necessary for landscaping, and remove other materials from the site.
7. Excavation shall consist of the excavation, removal, and satisfactorily disposal or placement and compaction of all materials taken from within the site for the construction of embankments, subgrade, subbase, shoulders, intersections, ditches, waterways, entrances, approaches and incidental work, and the removal and satisfactory disposal of unstable and unsuitable materials and their replacement with satisfactory materials where required.
8. After stripping and excavating to the proposed subgrade level, as required, the building and parking areas should be proof-rolled with a loaded, tandem-axle dump truck or similar rubber tired vehicle, loaded with at least 9 tons per axle. Proof-rolling aids in providing a firm base for compaction of fills, and help to delineate soft, loose, or disturbed areas that may exist below subgrade level. Proof-rolling is especially important to help evaluate the surficial stability of existing fill soils that may be left in place below floor slabs and pavements. Soils which are observed to rut or deflect excessively (more than 1 inch) under the moving load should either be scarified and re-compacted with a smooth drum vibratory roller for granular soils, a sheeps foot roller for cohesive soils, or undercut and replaced with properly compacted and documented structural fill. The proof-rolling and undercutting activities should be observed and documented by a representative of the geotechnical engineer and should be performed during a period of dry weather. In addition to proof-rolling, the subgrade soils should be scarified and compacted to at least 90 percent of the Modified Proctor maximum dry density ASTM D 698 for a depth of at least 8 inches below the surface.
9. Where encountered, loose sands and asphalt grindings should be re-compacted with a vibratory roller. Clay subgrade soils can be easily disturbed by construction activities and are sensitive to moisture. Therefore, extra care should be used to avoid disturbing these soils during construction activities. If the soils become unstable during construction, or if near surface soft subgrade soils are encountered, it is recommended that coarse aggregate be placed on the subgrade until a stable base for compaction of fill is achieved. Typically, 12 to 24 inches of course aggregate are required, depending in the consistency of the subgrade. The course aggregate should consists of clean, crushed stone gravel between 1/4 and 3 inches in size. The course aggregate should be spread in a max. of 12-inch layers and consolidated with compaction equipment until it is "locked" in place.
10. Topsoil excavation shall consist of the removal and stockpiling, or placing on fill slopes or placing in mounds, of the uppermost layers of organic soil. Topsoil shall be stockpiled on the areas as shown on the plans or as directed by the engineer.
11. Topsoil respread shall consist of placing a minimum of a four (4) inch layer of topsoil over the unpaved areas within the construction limits.
12. 4" topsoil & sod shall be placed on all disturbed areas within the right of way.
13. Refer to the landscape plans for additional information on ground cover & planting requirements.
14. Embankment shall be placed in accordance with Section 205 of the "Standard Specifications for Road and Bridge Construction." All embankments located within structural fill areas shall be constructed to a minimum 95% of the modified proctor density (ASTM D1557). Embankments located in non-structural fill areas shall be constructed to a minimum of 90% of the modified proctor density (ASTM D1557).
15. Completed grading (finished fine grade) for all proposed improvements shall be within a tolerance of plus or minus one-tenth (0.1) feet of design subgrade elevations.
16. The subgrade for the proposed streets and pavement areas shall be proof-rolled by the contractor in the presence of the Village engineer and soils engineer. Any unstable areas encountered shall be removed and replaced as directed by the Village engineer and soils engineer. Any unstable areas shall be documented by the soils engineer.
17. It shall be the responsibility of the contractor to remove from the site any and all materials and debris which results from their construction operations at no additional expense to the owner.
18. When in the opinion of the soils engineer, unsuitable soil conditions are encountered within utility trenches which require the removal of unsuitable materials below the depth of the bedding specified, the contractor shall obtain approval by the owner and the owner's engineer prior to removing the unsuitable soils and replace the material with granular compacted bedding material as directed by the soils engineer and the Village. The depth of the removal and replacement shall be documented by the owner's engineer and witnessed by the contractor.

    This work, when approved by the owner and owner's engineer, will be measured and paid for at the contract unit price per cubic yard in place for unsuitable soil which price shall include the removal and off-site disposal of unsuitable soil, the additional bedding material, and all labor, materials and equipment required to perform the work as specified.
19. The contractor shall be responsible for hiring and scheduling a qualified testing firm for all soil testing including CCDD testing. This shall be included in the cost of work.
20. Contractor to install salt-tolerant grass in areas shown to be used for snow stockpiles.
21. Pavement areas to be compacted to 95% mod. proctor and 90% mod. proctor for non-pavement areas.

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THIS DRAWING SHALL NOT BE USED, REPRODUCED, MODIFIED OR SOLD EITHER WHOLLY OR IN PART, EXCEPT WHEN AUTHORIZED IN WRITING BY THE ENGINEER.

PROJECT NO.: 241633

BASE FILE:

SHEET FILE:

ISSUE DATE: FEB. 21, 2025

SCALE: NTS

SHEET NUMBER C-6

CONSTRUCTION NOTES

NEW CONDO BUILDING

734 CENTRAL AVE., HIGHLAND PARK, IL

SME SEVEE & MAHER ENGINEERS
ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE
4 Blanchard Road, PO Box 85A, Cumberland, Maine 04021
Phone 207.829.5016 • Fax 207.829.5692 • sme-engineers.com

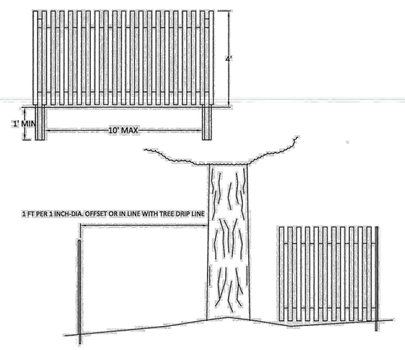
BCI BONO CONSULTING CIVIL ENGINEERS
A Sevee & Maher Engineers company
1018 BUSSE HIGHWAY, PARK RIDGE, IL 60068, 847-823-3300, bbono@bonoconsulting.com
4234 MERIDIAN PKWY, STE 116, AURORA, IL 60504, 331-229-3512, rwalker@bonoconsulting.com
DESIGN FIRM NO. 184.008857-0002

PROJECT STAFF		ISSUE	REVISIONS	DATE
PROJECT MANAGER:	W. HEPBURN, P.E.	1	ISSUED FOR PERMIT	11-17-25
ENGINEER:		2	REVISED PER PUD REVIEW	12-12-25
ENGINEER:				
TECHNICIAN:				

Install & maintain 4' tall wooden slat fence secured to metal posts spaced a maximum of 10' apart. The tree fence shall be 1 foot from the tree trunk for each inch of diameter measured 4.5' from ground level. The fence must be secured to the metal post with a minimum of 4 ties.

Installation shall be approved by the CITY FORESTER before the start of the project.

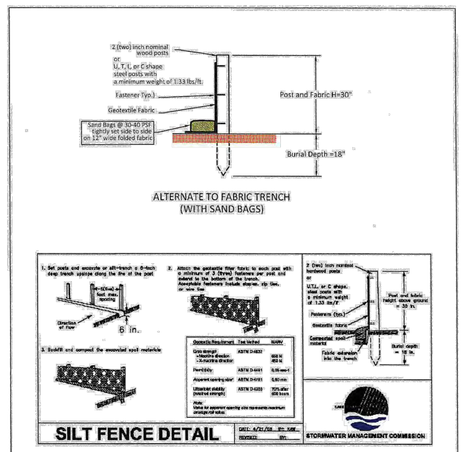
Failure to install and maintain protective tree fencing in accordance with City Standards will result in a ticket or a "STOP WORK ORDER" on the project.



TREE PROTECTION DETAIL

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. FOR-1041 | Drawn By: M.B. | Revised By: E.J. | DATE: 27th Sept. 2013 | Approved By: J.M.W.

1



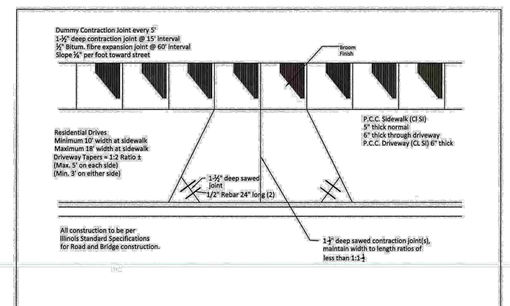
ALTERNATE TO FABRIC TRENCH (WITH SAND BAGS)

SILT FENCE DETAIL

SILT FENCE DETAIL & Alternate Detail (USE L.C.S.M.C STD. DETAIL)

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. FOR-1042A, Silt Fence Alternate | Drawn By: M.S. | Revised By: E.J. | DATE: 14 Feb. 2013 | Approved By: J.M.W.

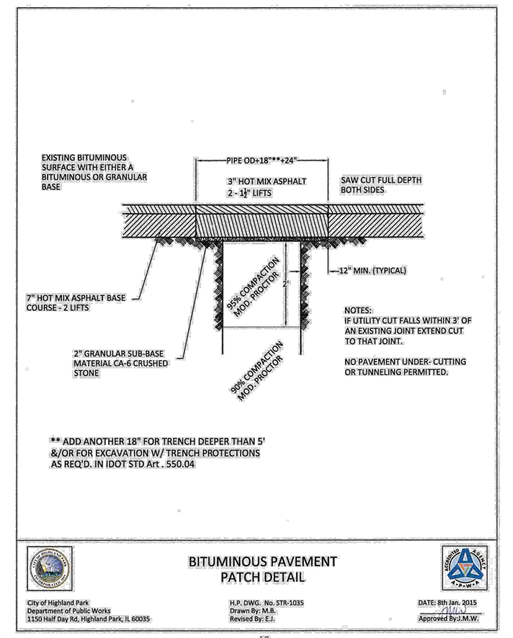
2



TYPICAL DRIVEWAY & SIDEWALK DETAIL

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. STR-1031 | Drawn By: M.B. | Revised By: E.J. | DATE: 27th Sept. 2013 | Approved By: J.M.W.

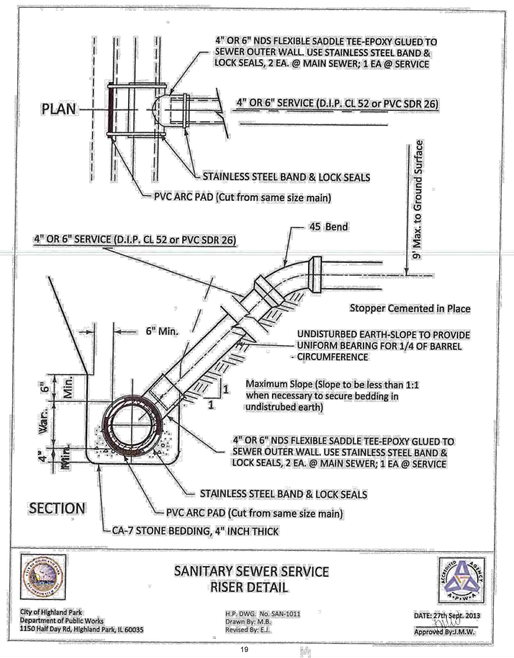
6



BITUMINOUS PAVEMENT PATCH DETAIL

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. STR-1035 | Drawn By: M.B. | Revised By: E.J. | DATE: 8th Jan. 2015 | Approved By: J.M.W.

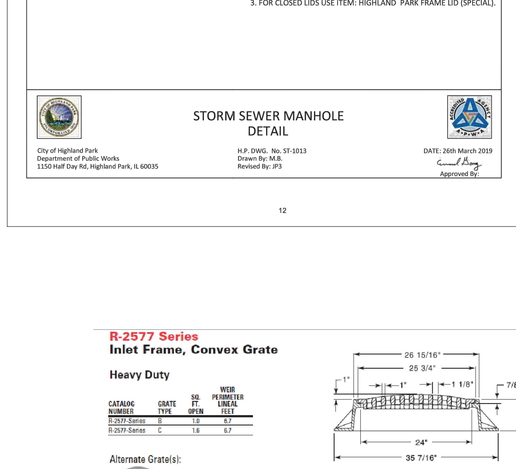
10



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-1031 | Drawn By: M.B. | Revised By: E.J. | DATE: 27th Sept. 2013 | Approved By: J.M.W.

19

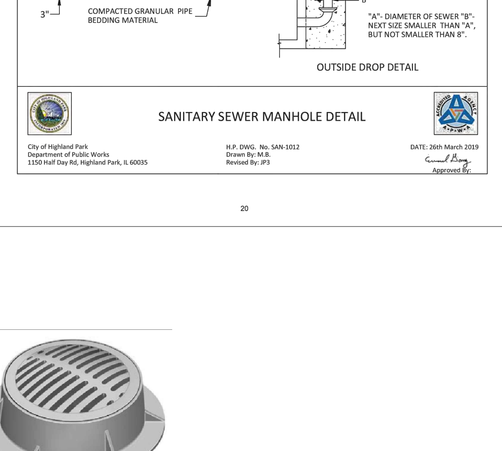


NOTES:
1. USE ECCENTRIC CONES UNLESS OTHERWISE INDICATED ON THE DRAWINGS, FLAT SLAB TOPS PERMITTED ONLY FOR MANHOLES TOO SHALLOW FOR CONES.
2. USE:
   4'-0" DIAMETER FOR SEWER SIZES 12" THRU 24",
   5'-0" DIAMETER FOR SEWER SIZES 27" AND LARGER UNLESS OTHERWISE NOTED.
3. FOR CLOSED LIDS USE ITEM: HIGHLAND PARK FRAME LID (SPECIAL).

STORM SEWER MANHOLE DETAIL

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. ST-1013 | Drawn By: M.B. | Revised By: JP3 | DATE: 26th March 2019 | Approved By:

12

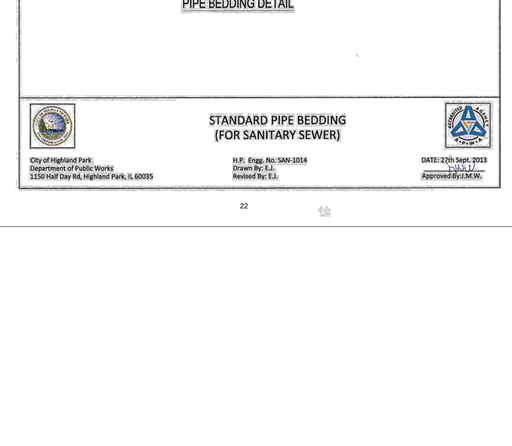


NOTES:
1. ECCENTRIC CONES REQUIRED.
2. USE 4'-0" MIN. DIAMETER FOR SEWER SIZES 24" OR LESS, 5'-0" MIN. FOR SEWER SIZES 27" OR LARGER UNLESS OTHERWISE NOTED.
3. FOR CLOSED LIDS USE ITEM: HIGHLAND PARK FRAME LID (SPECIAL).

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:

20

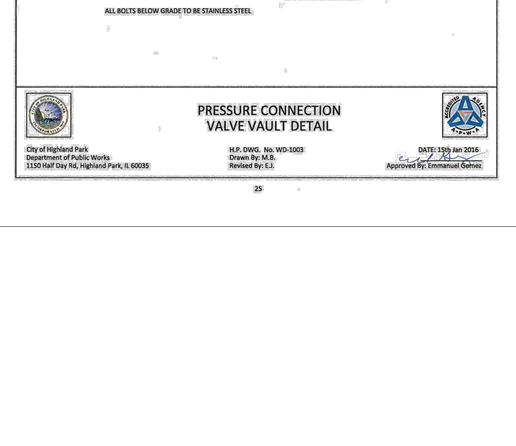


N.S.S.D. SANITARY SEWER PIPE BEDDING DETAIL

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: 22th Sept. 2013 | Approved By: J.M.W.

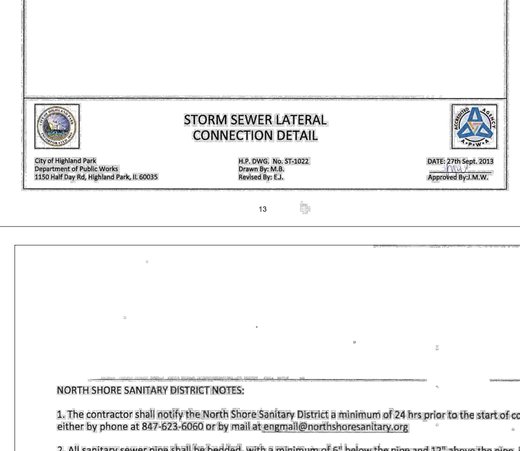
22



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

23



STORM SEWER LATERAL CONNECTION DETAIL

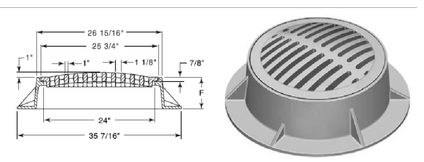
City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. ST-1022 | Drawn By: M.B. | Revised By: E.J. | DATE: 27th Sept. 2013 | Approved By: J.M.W.

13

R-2577 Series
Inlet Frame, Convex Grate

Heavy Duty

CATALOG NUMBER	GRATE TYPE	SQ FT OPEN	WEB VERTICAL THROAT	WEB HORIZ. THROAT
R-2577 Series	B	1.8	6.7	
R-2577 Series	C	1.8	6.7	



Illustrating R-2577-B with Type B Concave Grate

Alternate Grate(s):

Type C

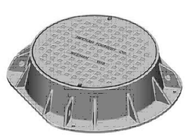
TYPE C IN PAVEMENT AREAS

Catalog No.	F	Frame/Lid
R-2577	7	R-1733
R-2577-1	4	R-1733-1
R-2577-A	8	R-1733-A
R-2577-B	9	R-1733-B
R-2577-C	10	R-1733-C

TYPE B IN GRASS AREAS

R-1740 Series
Manhole Frame, Solid Lid

Heavy Duty



Illustrating R-1740-B

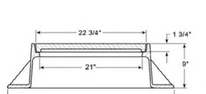
Dimensions in inches

Catalog No.	A	B	C	E	F	Anchor Bolt Circle *	Grate Alt.
R-1740-B	32	1 1/2	30	46	7	43	R-2580-A
R-1740-D	38	1 1/2	36	49	10	46	R-2580-C

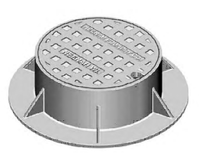
* Four 1" diameter anchor holes.

R-1713
Manhole Frame, Solid Lid

Heavy Duty



Available Grate: **R-2504**



NORTH SHORE SANITARY DISTRICT NOTES:

1. The contractor shall notify the North Shore Sanitary District a minimum of 24 hrs prior to the start of construction either by phone at 847-623-6060 or by mail at engmail@northshoresanitary.org

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 North Shore Sanitary District if extremely wet conditions are encountered.

3. The connection to downstream extensions shall be televised in the presence of North Shore Sanitary District. personnel after having notified the District a minimum of 24 hrs prior to televising either by phone at 847-633-6060 Or by mail T engmail@northshoresanitary.org. A copy of the televised sewer extension, in VHS or DVD format, shall be submitted to the District for approval.

REVISIONS			DATE
	1	ISSUED FOR PERMIT	11-17-25
	2	REVISED PER FD REVIEW	12-12-25

PROJECT STAFF	
PROJECT MANAGER:	M. HEPBURN, P.E.
ENGINEER:	
ENGINEER:	
TECHNICIAN:	

BCI
BONO CONSULTING CIVIL ENGINEERS
A Sweet & Maher Engineers company
1018 BLUSE HILL ROAD, SUITE 1 | PARK RIDGE, IL 60068 | AURORA, IL 60504 | (847) 633-6060 | 2021 Midwest Road, STE 116
mailto:dbono@bonoconsulting.com | DESIGN FIRM NO. 184.009671-0002

SME
SWEET & MAHER ENGINEERS
ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE
4 Blanchard Road, PO Box 854, Cumberland, Maine 04021
Phone: 207.829.5016 • Fax: 207.829.5692 • sme-engineers.com

STANDARD DETAILS
NEW CONDO BUILDING
734 CENTRAL AVE., HIGHLAND PARK, IL

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PROJECT NO.:	241633
BASE FILE:	
SHEET FILE:	
ISSUE DATE:	FEB. 21, 2025
SCALE:	NTS

SHEET NUMBER
C-7

EXHIBIT E

Renderings

Multi-Family Building for

Platinum Homes of Chicago

734 Central Ave

Highland Park, IL

Corner Rendering

Dec. 29, 2025

kipnis ARCHITECTURE+PLANNING

1642 payne street | evanston IL 60201

847 864 9650 | f847 864 0956

Multi-Family Building for

Platinum Homes of Chicago

734 Central Ave

Highland Park, IL

Central Ave Rendering

Dec. 29, 2025

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1642 payne street | evanston IL 60201

847 864 9650 | f847 864 0956

Multi-Family Building for

Platinum Homes of Chicago

734 Central Ave

Highland Park, IL

McGovern Ave Rendering

Dec. 29, 2025

kipnis ARCHITECTURE+PLANNING

1642 payne street | evanston IL 60201

847 864 9650 | f847 864 0956

Multi-Family Building for

Platinum Homes of Chicago

734 Central Ave

Highland Park, IL

McGovern Ave Rendering - South

Dec. 29, 2025

kipnis ARCHITECTURE+PLANNING

1642 payne street | evanston IL 60201

847 864 9650 | f847 864 0956

734 CENTRAL

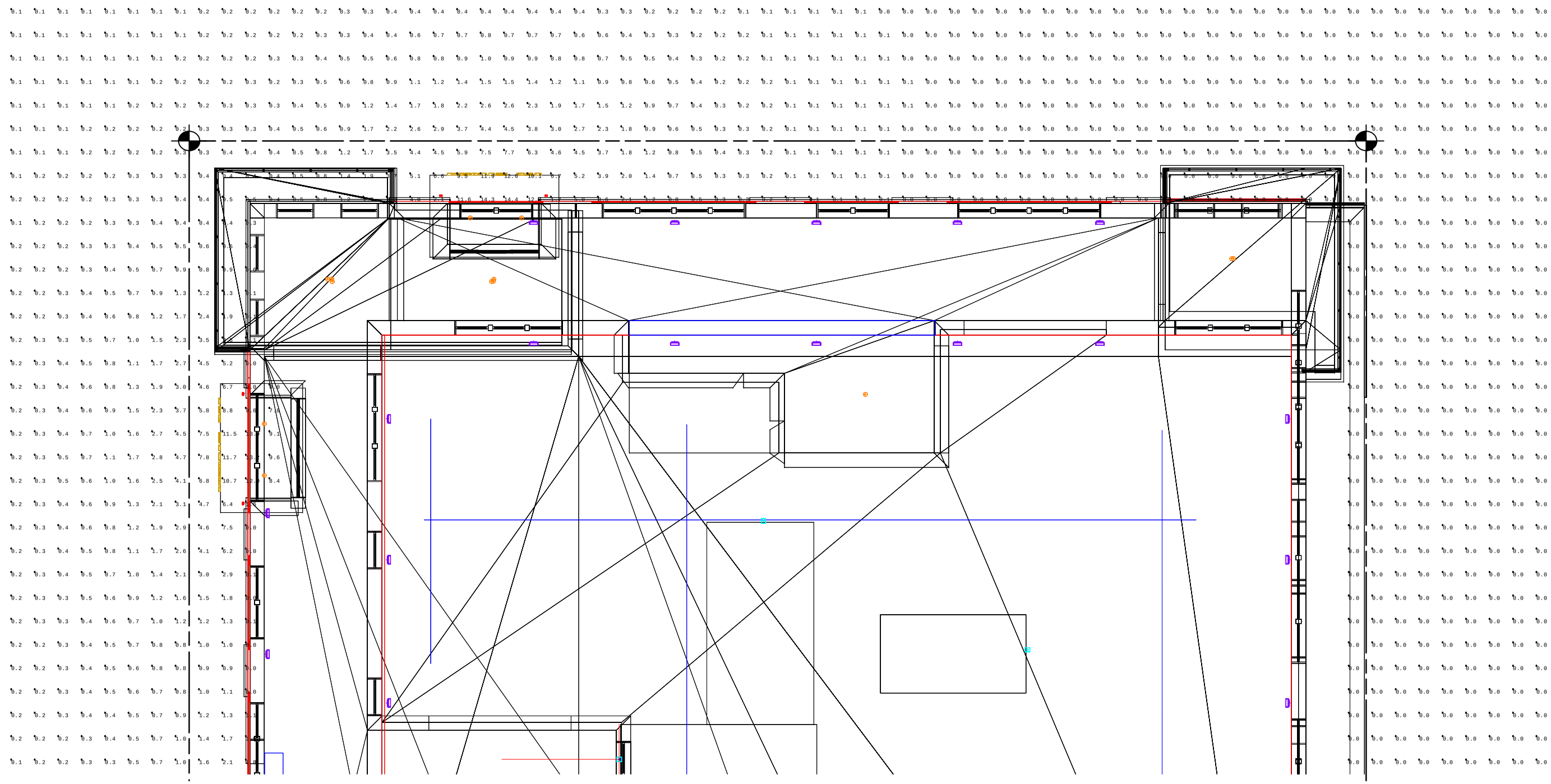
734 CENTRAL
734 CENTRAL

EXHIBIT F

Photometric and Exterior Lighting Exhibits

EXHIBIT D

Exterior Lighting Plan



GROUND LEVEL - NORTH

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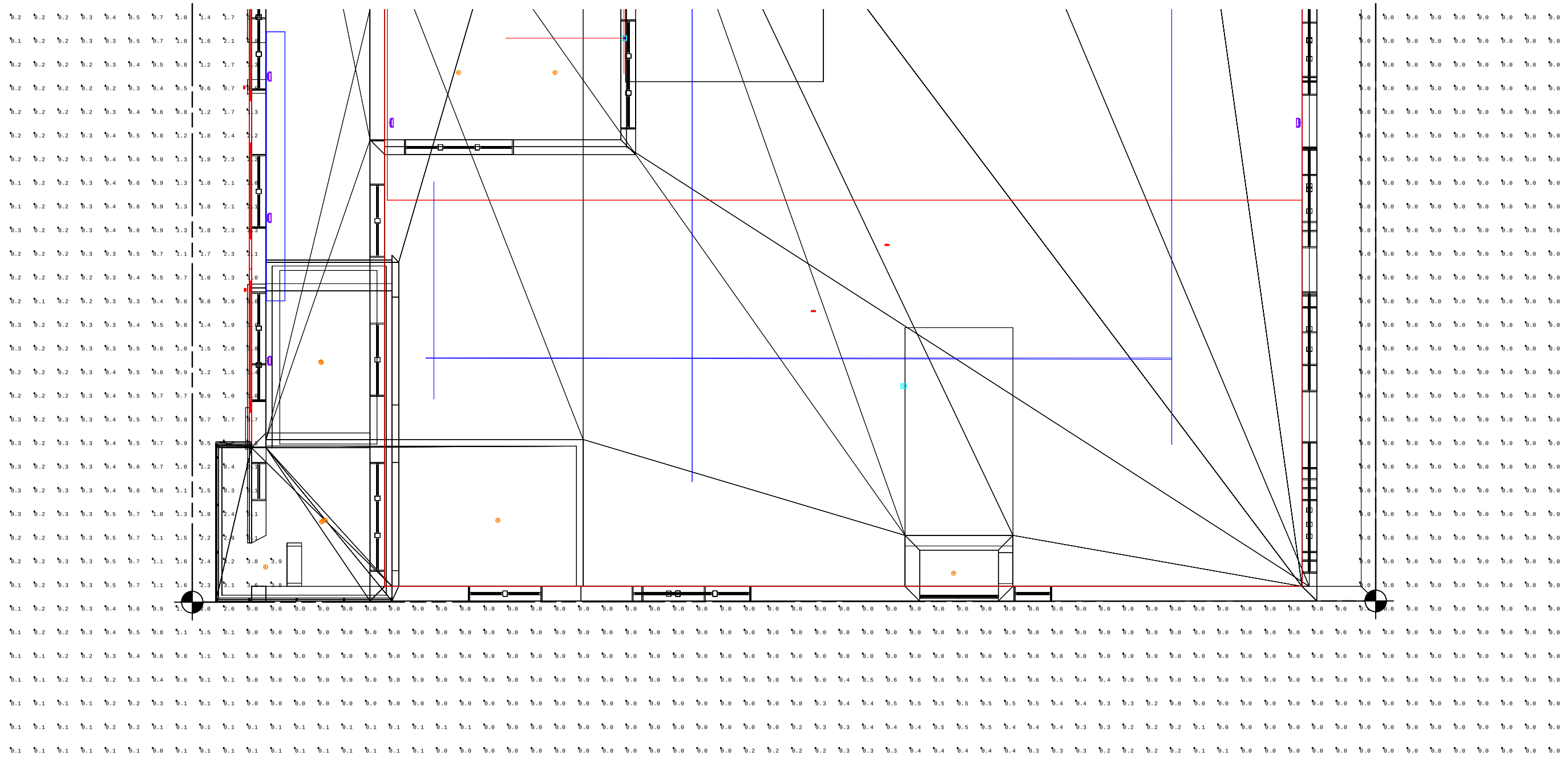
info@hoilandstudios.com
847-989-2362

734 CENTRAL
PHOTOMETRIC CALCULATIONS
SCALE: N/A
DATE: 4-28-2025



GROUND LEVEL - SOUTH

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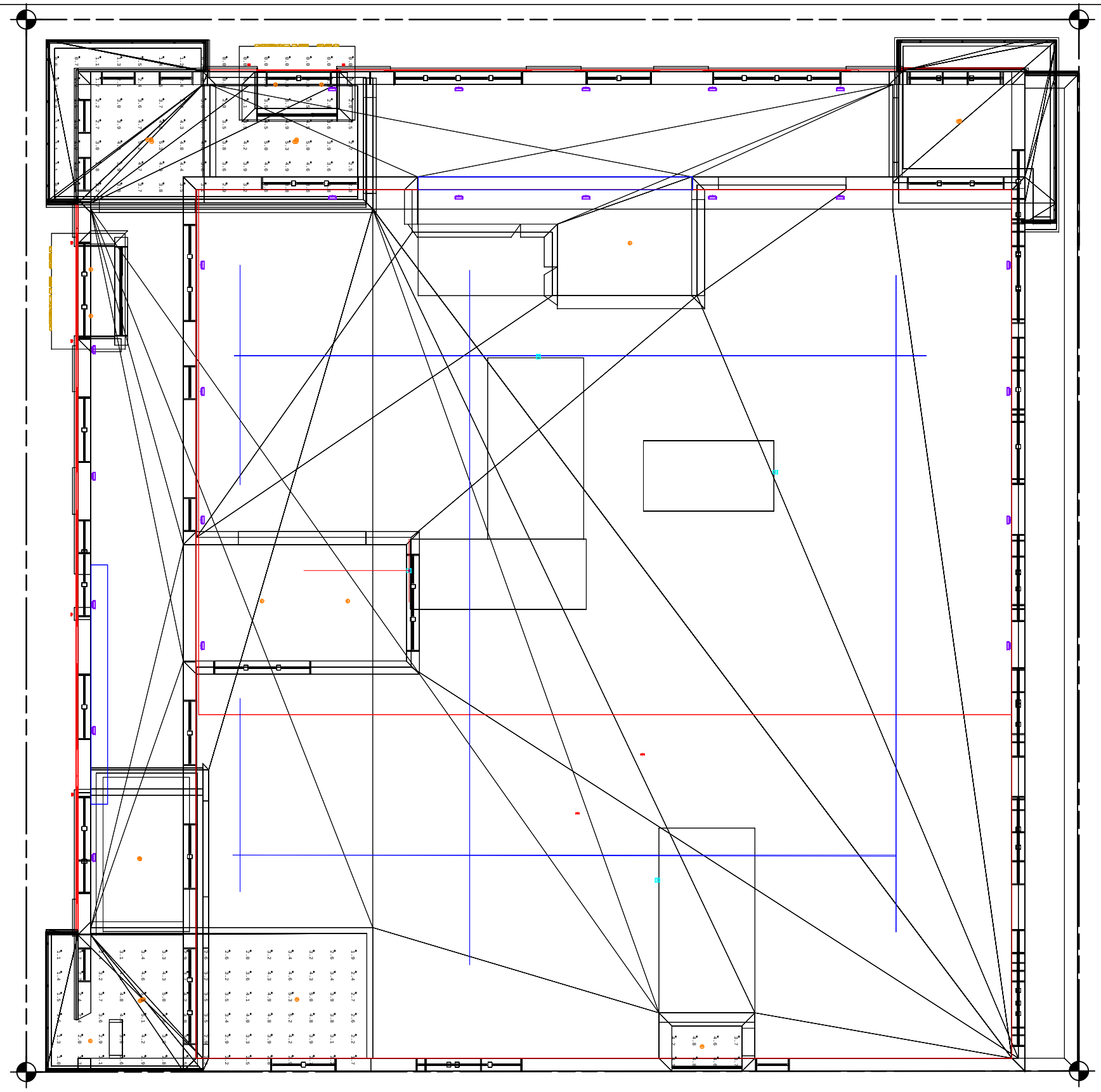

LEVEL 1 BALCONIES

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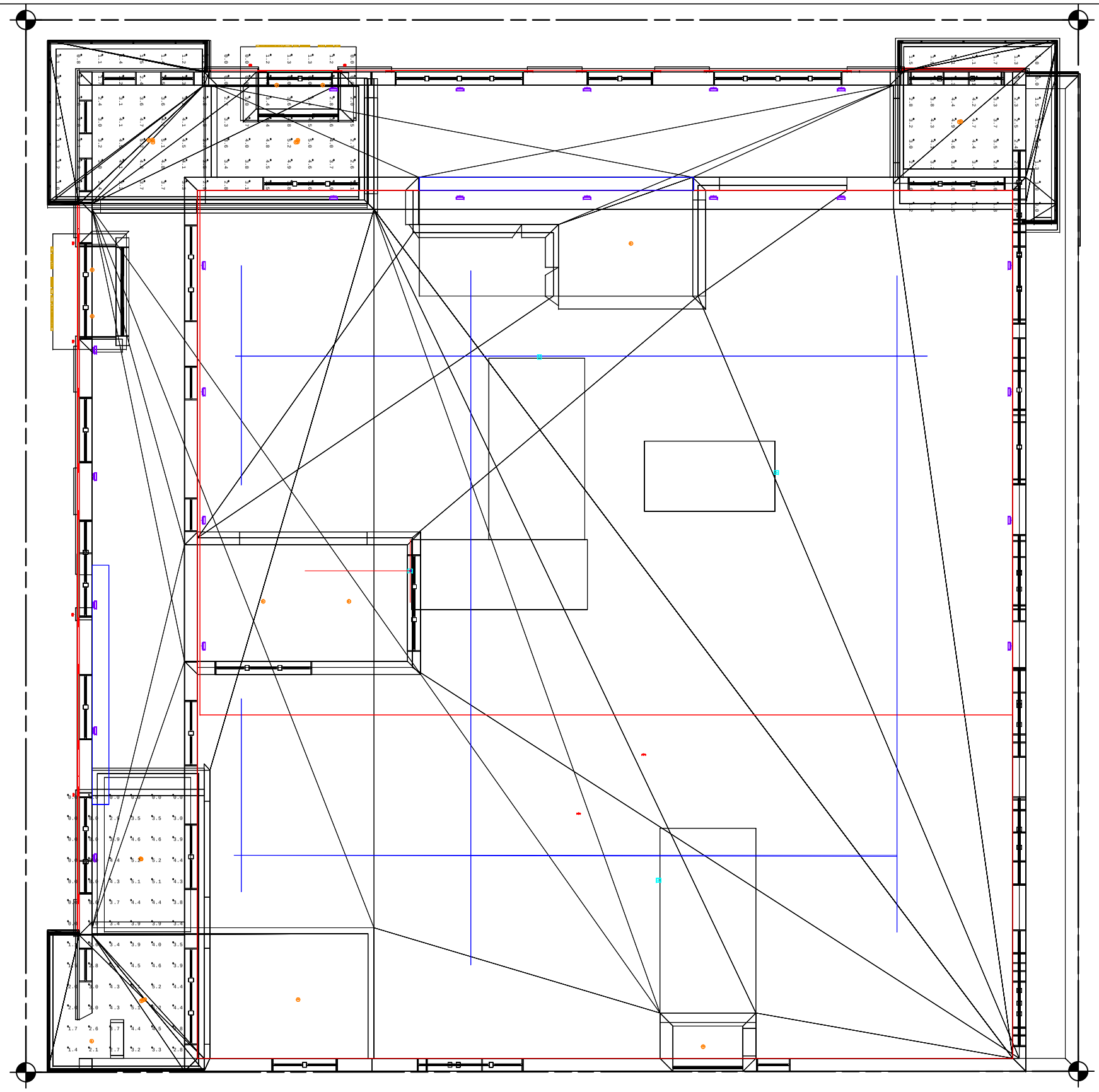

LEVEL 2 AND 3 BALCONIES

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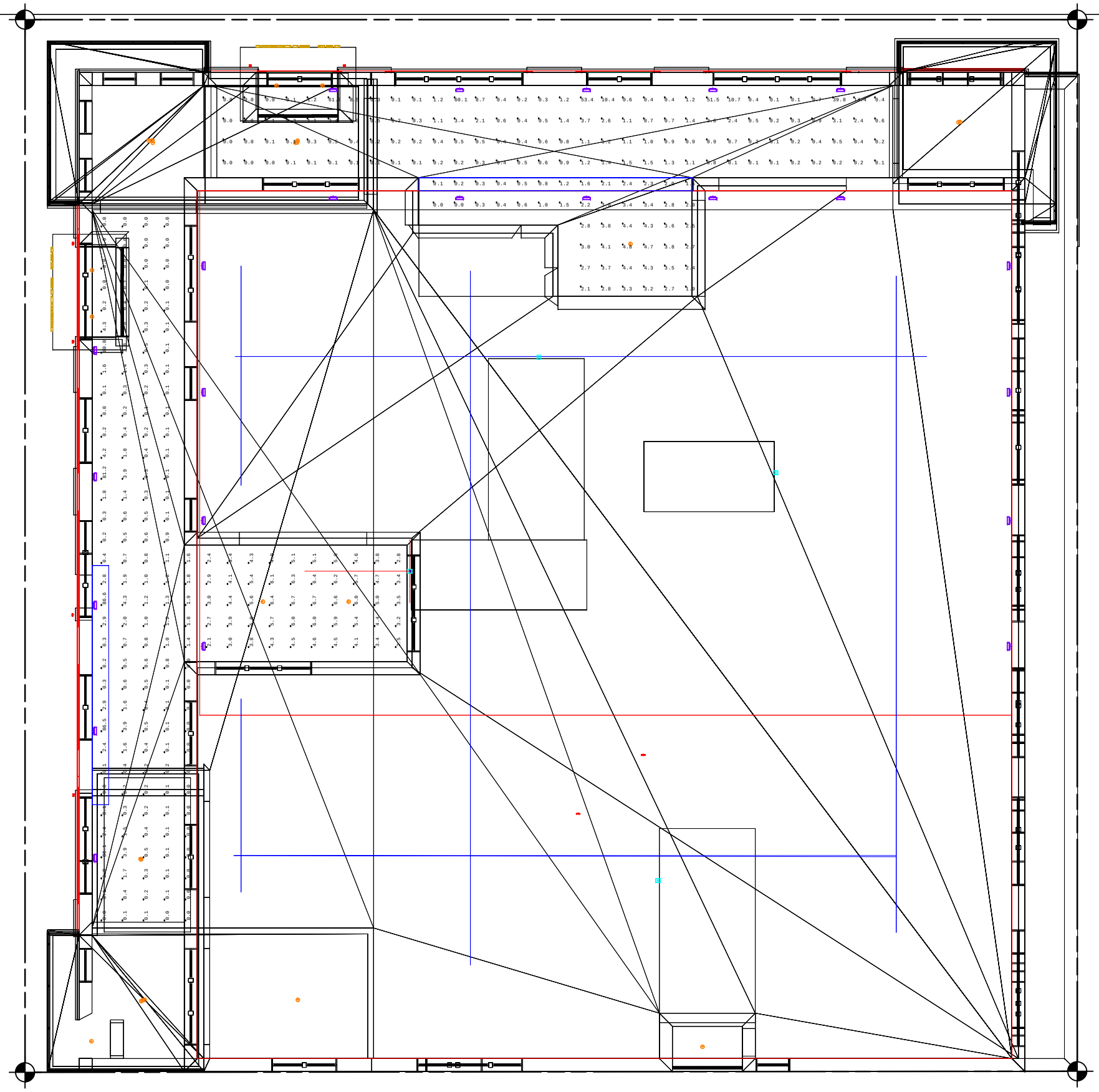
SCALE: N/A
DATE: 4-28-2025



LEVEL 4 BALCONIES

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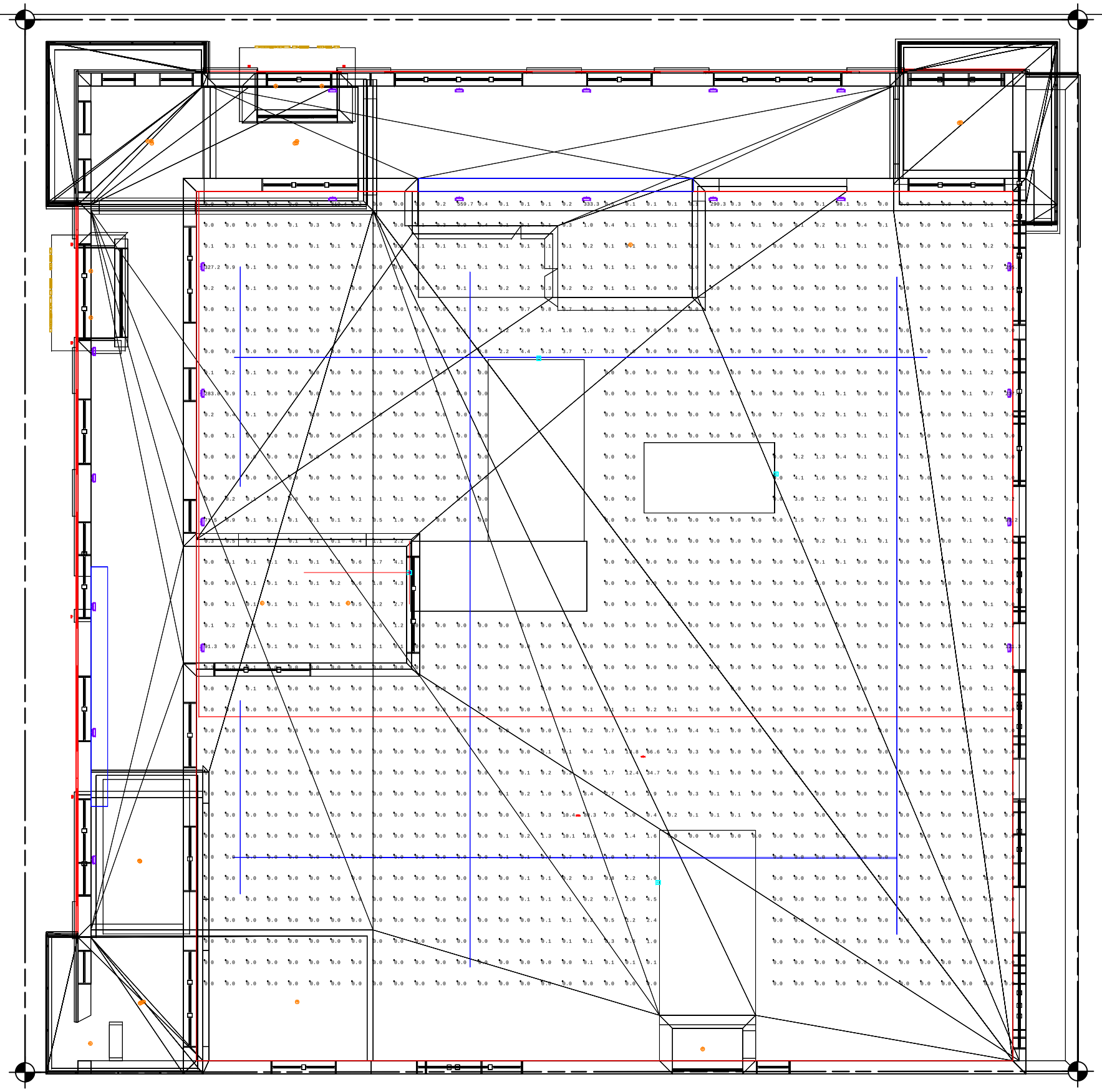

ROOFTOP

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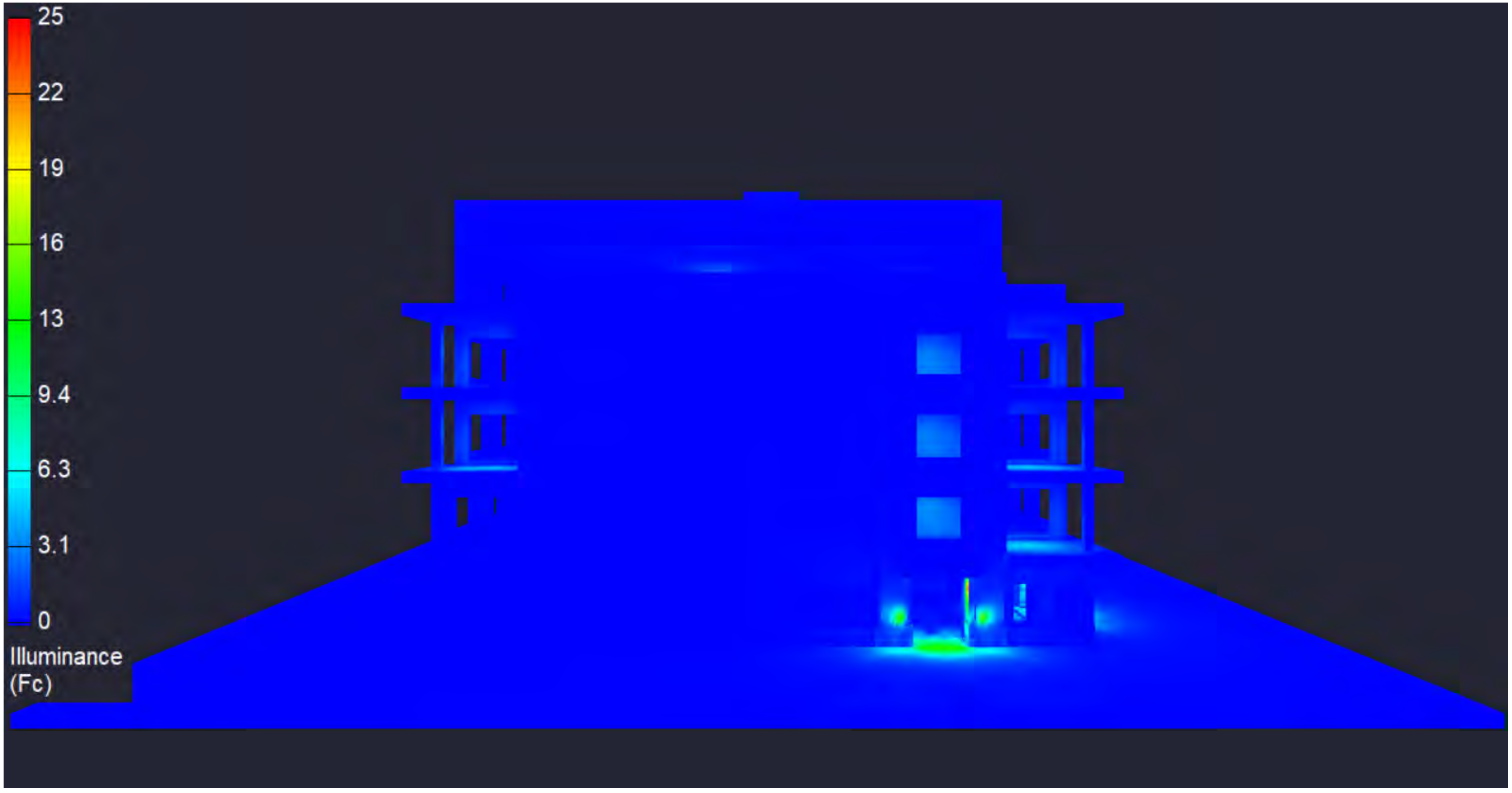

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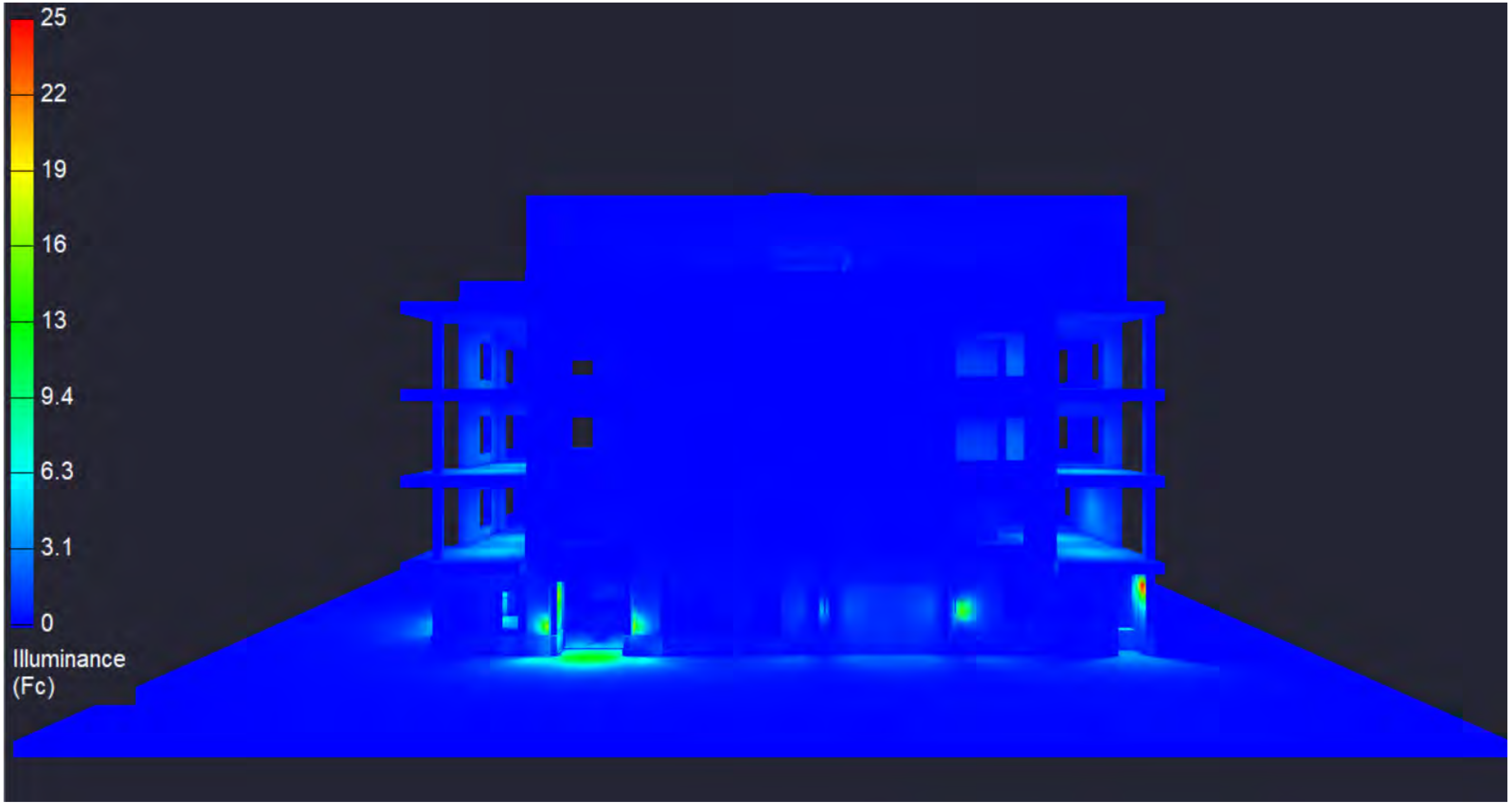

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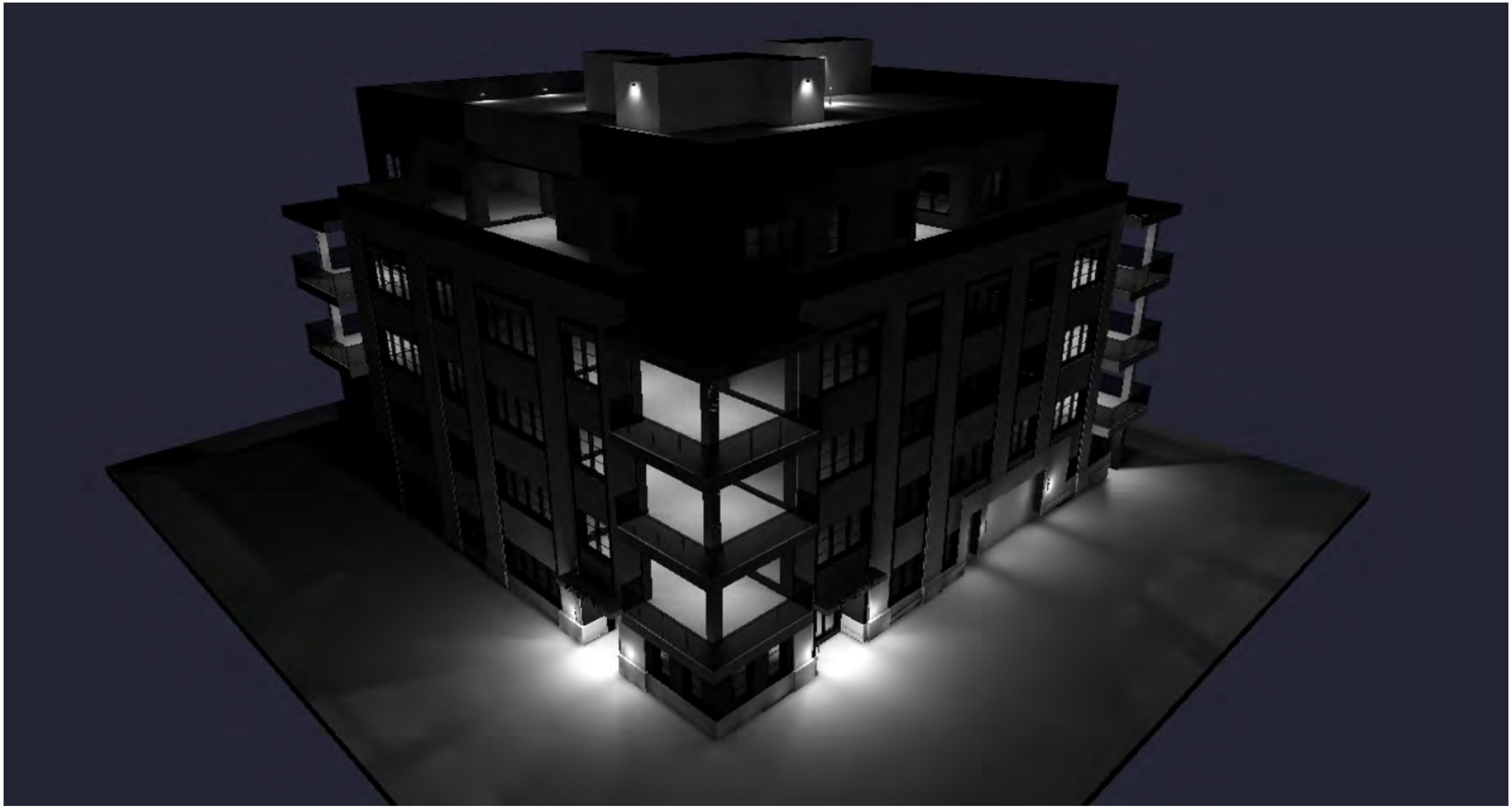

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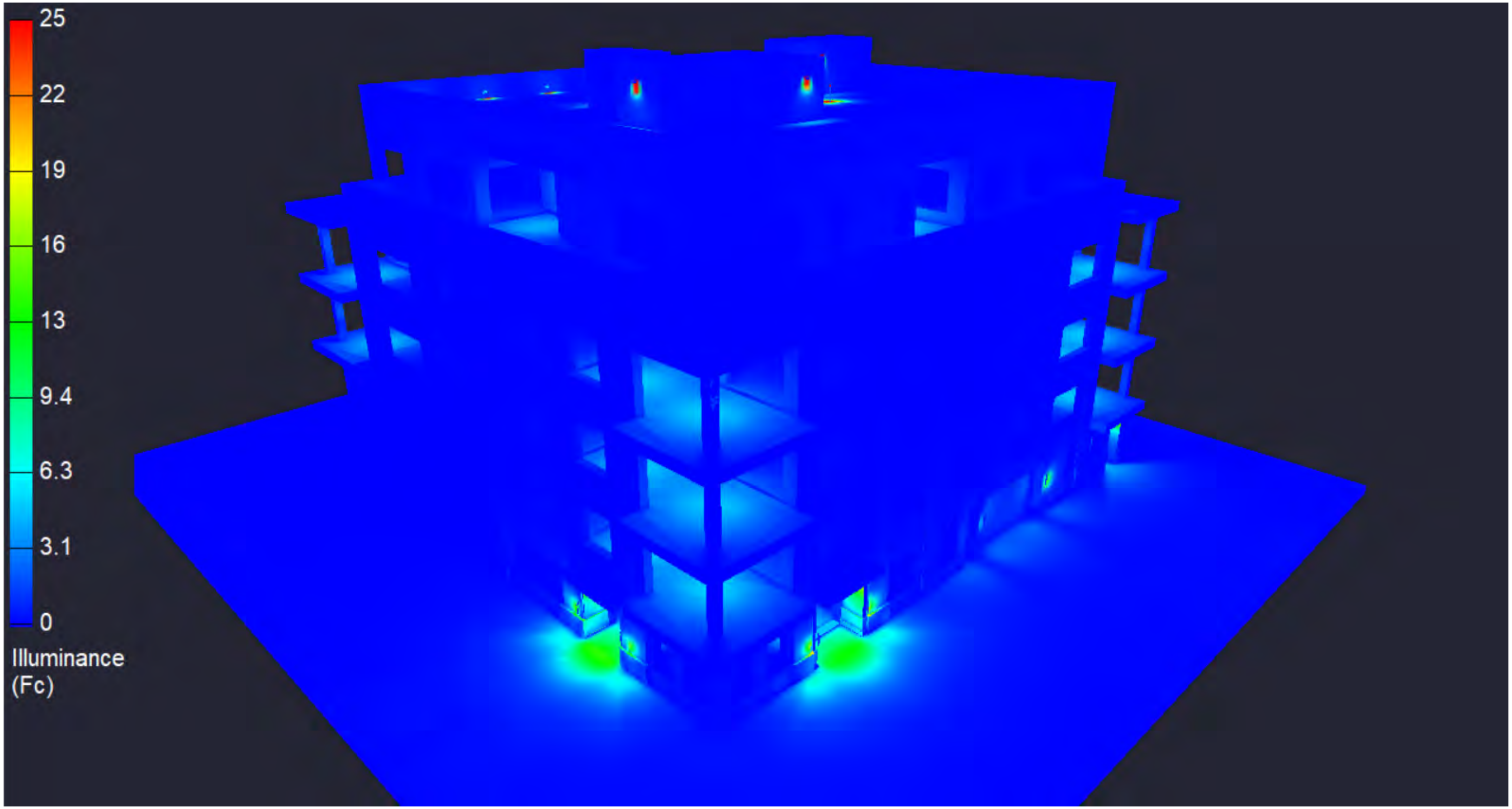

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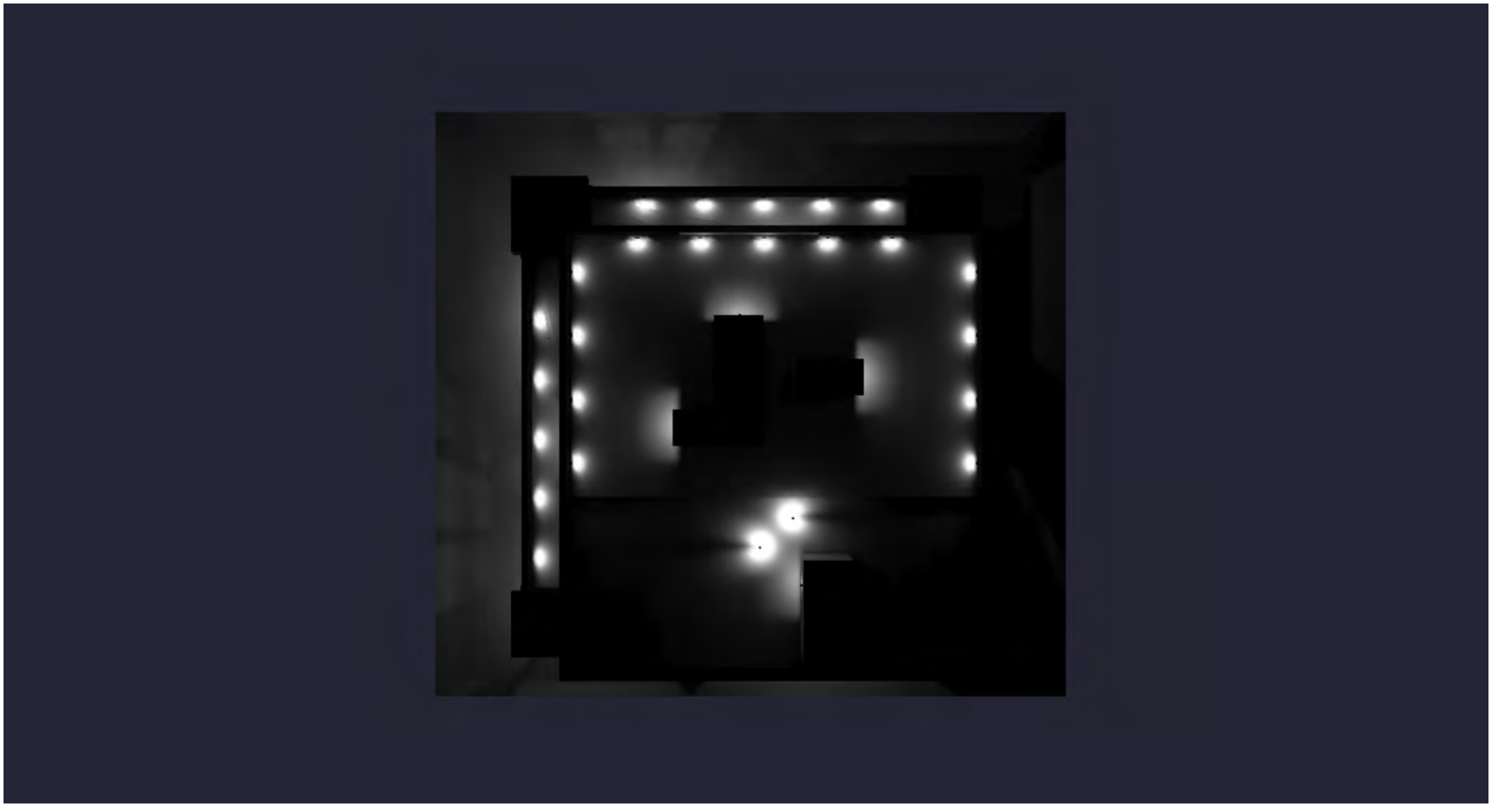

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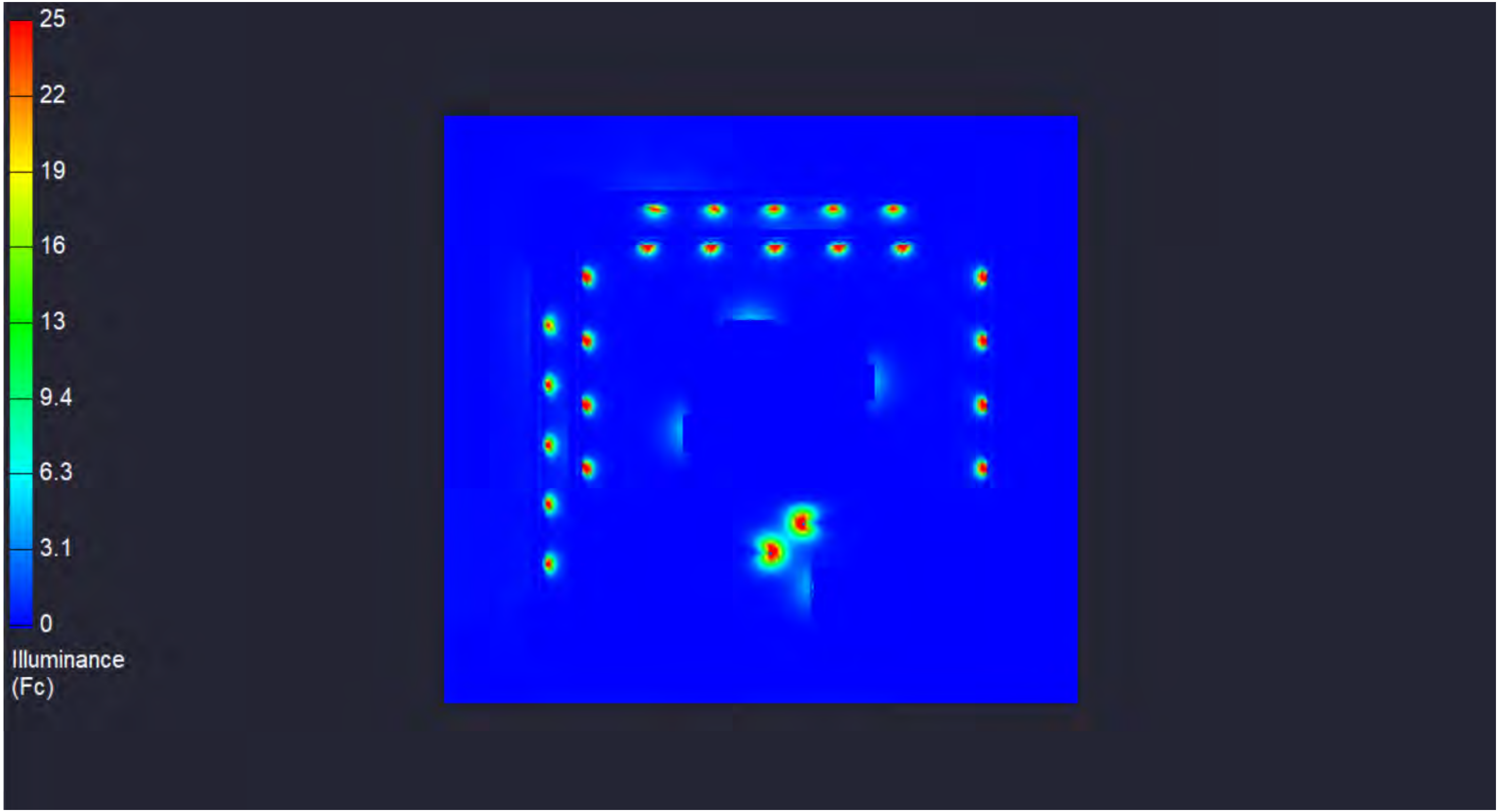

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SCALE: N/A
DATE: 4-28-2025

Catalog Number	
Notes	
Type	

Contractor Select™

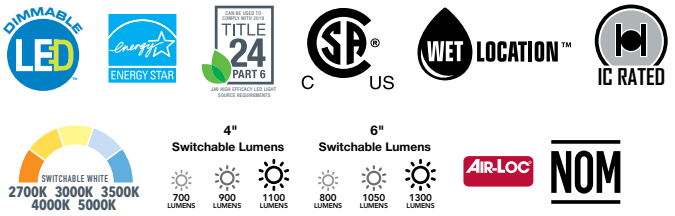
WF4 & WF6 DREG ALO + SWW5

4" & 6" LED Deep Regressed Switchable Downlight

With available smooth or baffle finishes, the 4" and 6" deep regressed series of wafers offer both adjustable CCT and lumen output. This combination allows you to create the perfect look for your space with low/medium/high lumen outputs and a choice of 2700K, 3000k, 3500K, 4000K, 5000K CCT.

FEATURES:

- Deep regress lens provides excellent glare control, quality of light, and efficiency
- Available with either smooth or baffle trim finishes to further refine your space
- With no can needed to install, time of installation is significantly lower than with traditional downlights
- Available matte black, satin nickel or oil rubbed bronze enable further customization to your space.



Catalog Number	UPC	Description	Replaces Up To	Lumens	Input Watts	CCT	CRI	Voltage	Finish	Dimming Protocol	Pallet qty.
WF4 DREG SM ALO19 SWW5 90CRI MW M6	00197589041262	4" Deep Regressed Smooth LED Downlight	65W Incandescent	700/900/1100	14.5W	2700K/3000K/3500K/4000K/5000k	90	120V	Matte White	Triac	450
WF4 DREG B ALO19 SWW5 90CRI MW M6	00197589041361	4" Deep Regressed Baffle LED Downlight	65W Incandescent	700/900/1100	14.5W	2700K/3000K/3500K/4000K/5000k	90	120V	Matte White	Triac	540
WF6 DREG SM ALO20 SWW5 90CRI MW M6	00197589041279	6" Deep Regressed Smooth LED Downlight	75W Incandescent	800/1050/1300	16W	2700K/3000K/3500K/4000K/5000k	90	120V	Matte White	Triac	300
WF6 DREG B ALO20 SWW5 90CRI MW M6	00197589041415	6" Deep Regressed Baffle LED Downlight	75W Incandescent	800/1050/1300	16W	2700K/3000K/3500K/4000K/5000k	90	120V	Matte White	Triac	240
WF6 DREG SM ALO20 SWW5 90CRI CP6 MW M2	00197589041309	6" Deep Regressed Smooth LED Downlight	75W Incandescent	800/1050/1300	16W	2700K/3000K/3500K/4000K/5000k	90	120V	Matte White	Triac	40
WF6 DREG B ALO20 SWW5 90CRI CP6 MW M2	00197589041408	6" Deep Regressed Baffle LED Downlight	75W Incandescent	800/1050/1300	16W	2700K/3000K/3500K/4000K/5000k	90	120V	Matte White	Triac	40

Accessories: *Order as separate catalog number.*	
WF8643 PAN R6	Universal New Construction Pan, Retail Pack of 6
WF8643 PAN U	Universal New Construction Pan, unit pack
WF4 PAN R12	4" new construction pan, retail pack of 12
WF6 PAN R12	6" new construction pan, retail pack of 12
WF4GR MW	4" Goof Ring 4.2" ID x 6.2" OD
WF6GR MW JZ	6" Goof Ring 6" ID x 8" OD
WFJB U	Remodel Joist Bar
WFEXC6 SW3PIN FT4	3-Pin 6ft Cable
WFEXC10 SW3PIN FT4	3-Pin 10ft Cable
WFEXC20 SW3PIN FT4	3-Pin 20ft Cable

Goof rings are made of 22 gauge steel and painted white.

WF8643 Universal
New Construction Pan

WF4 PAN
4" New Construction Pan

WF6 PAN
6" New Construction Pan

WFEXCx
FT4 3-Pin Cable

Remodel Joist Bar

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TRIM INSERTS

TRIM INSERTS (for field configuration; ordered separately) **Example:** 4BEMB R4

Series/Finish				Packaging	
4BEMB	4" Baffle, Matte Black	**4SEMB**	4" Smooth, Matte Black	R4	Retail Pack of 4 units
4BEBN	4" Baffle, Brush Nickel	**4SEBN**	4" Smooth, Brush Nickel		
4BEORB	4" Baffle, Oil-Rubbed Bronze	**4SEORB**	4" Smooth, Oil-Rubbed Bronze		

4" Baffle, Matte Black **(4BEMB)**

4" Baffle, Brush Nickel **(4BEBN)**

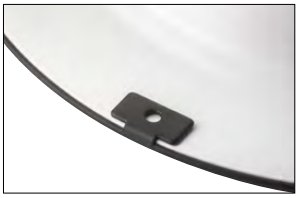
4" Baffle, Oil-Rubbed Bronze **(4BEORB)**

4" Smooth, Matte Black **(4SEMB)**

4" Smooth, Brush Nickel **(4SEBN)**

4" Smooth, Oil-Rubbed Bronze **(4SEORB)**

Pre-Install color finish trim insert over white 4" or 6" Wafer LED Downlight.



Press down color finish tabs for post-installation to create final Wafer LED Downlight.

TRIM INSERTS

TRIM INSERTS (for field configuration; ordered separately) **Example:** 65SEBN R4

Series/Finish				Packaging	
65BEMB	6" Baffle, Matte Black	**65SEMB**	6" Smooth, Matte Black	R4	Retail Pack of 4 units
65BEBN	6" Baffle, Matte Nickel	**65SEBN**	6" Smooth, Brush Nickel		
65BEORB	6" Baffle, Oil-Rubbed Bronze	**65SEORB**	6" Smooth, Oil-Rubbed Bronze		

6" Baffle, Matte Black **(65BEMB)**

6" Baffle, Brush Nickel (**65BEBN)**

6" Baffle, Oil-Rubbed Bronze **(65BEORB)**

6" Smooth, Matte Black **(65SEMB)**

6" Smooth, Brush Nickel **(65SEBN)**

6" Smooth, Oil-Rubbed Bronze **(65SEORB)**

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Specifications

HOUSING:
Die cast aluminum mounting frame provides passive thermal cooling achieving L70 at 50,000 hours • Lens regressed to 1.2" with baffle trim design to reduce glare for comfortable and even illumination • Non-conductive dead-front trim design suitable for a wide range of applications and codes requiring a non-conductive lens • FT4 3-pin plenum rated cable connector to connect from module to remote driver box • Steel spring clip for easy installation. 4" & 6" cut out templates are provided to ensure a correct sized hole is cut into ceiling for proper installation of the trim. Size of hole should not exceed 4 ¼ inches for the WF4 and 6 ¼ for the WF6 • Can be installed from 3/8" to 1 ½" ceiling thickness • Can be removed from below the ceiling for service or replacement.

LED LIGHT ENGINE:
LEDs are integrated to one piece high purity aluminum, thermally conductive housing to provide uninterrupted heat transfer to ensure long life of the LED Switchable white color temperature from 2700K, 3000K, 3500K, 4000K, 5000K • 90 CRI minimum • Color accuracy within 4 step McAdams Ellipse at the end CCT (2700K and 5000K), within 6 step McAdams Ellipse in the middle CCT (3000K, 3500K, and 4000K) • Dimming 100% to 10% with most standard incandescent dimmers (see list of approved dimmers).

DRIVER:
Connect directly to 120V Class-2 (CAN ICES-005 (B) / NMB-005 (B)) LED driver. 120V 60 Hz constant current driver provides noise free operation • IC rated driver with convenience of a switch to choose between three lumen output settings (Low/Medium/High) • The isolated driver integrated inside steel remote box with four 7/8" knockouts with slots for pryout. Suitable for pulling wires with the 12 cubic-inch wiring compartment to accommodate up to (6) 14 gauge insulated conductor or (4) 12 gauge insulated conductors; making the Wafer LED Downlights much easier to wire in 2in/2out (plus ground) daisy-chain applications and contractor friendly • 2" plenum space required for the installation of the WF6; 3"plenum space required for the installation of the WF4 driver box • Suitable for installation in t-grid and drop ceiling applications with universal new construction pan.

OPTICAL SYSTEM:
Back-lit LED technology uses light guided plate to distribute light • Polycarbonate lens provides even illumination throughout the space • Efficient system that can produce over 1100 lumens while using 14.5W with the WF4 and over 1300 lumens while using 16W with the WF6 • Replaces 65W incandescent (WF4) and 75W incandescent (WF6).

LIFE:
Rated for 50,000 hours at 70% lumen maintenance.

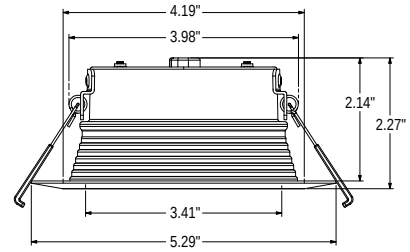
LABELS:
CSA certified to US and Canadian safety standards • ENERGY STAR® certified product • Suitable for wet location, covered ceiling • Air-Loc certified in accordance with ASTM E283-2004 • NOM Certified • Can be used to comply with California Title 24 Part 6 High Efficacy LED light Source Requirements • U.S. Patent No. 10,681,784.

TESTING:
All reports are based on published industry procedures; field performance may differ from laboratory performance.

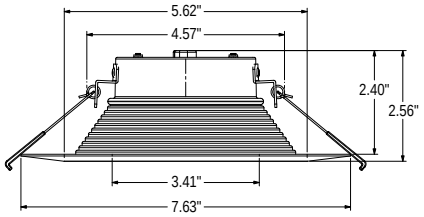
WARRANTY:
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

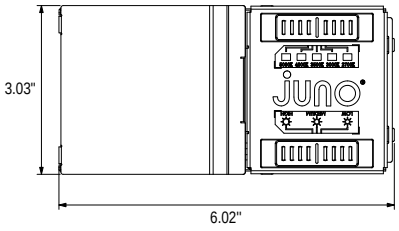
Dimensions

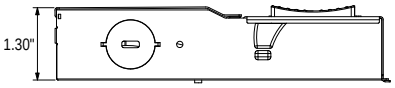


WF4



WF6





PERFORMANCE DATA

	WF4 DREG SWW5	WF6 DREG SWW5
Input Voltage	120V	120V
Input Power Typical	14.5W (+/-5%)	16W (+/-5%)
Frequency	60 Hz	60 Hz
EMI/RFI	FCC Title 47, Part 15 Class B (consumer)	FCC Title 47, Part 15 Class B (consumer)
Minimum Starting Temp	-40°F (-40°C)	-40°F (-40°C)

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C.

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NEWPORT
ER72410

STEP LIGHTS

PROJECT

ER72410-BK
Black

ER72410-GY
Gray

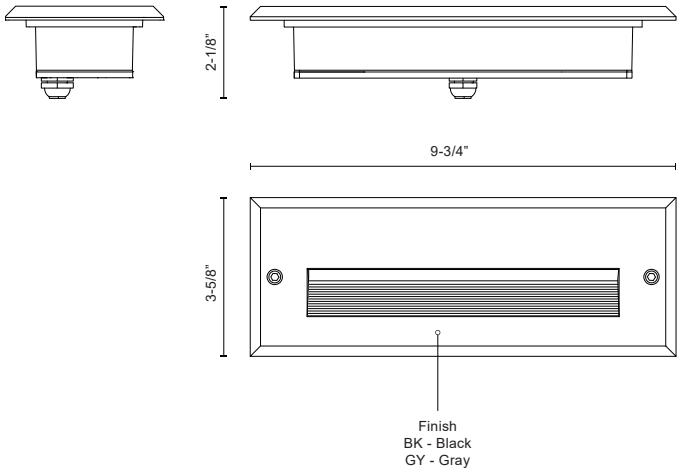
DESCRIPTION

This exterior recessed light is a classic, rectangle-shaped 10 inch long die-cast aluminum recessed light and utilizes LED light sources. The housing is designed to light an exterior or interior staircase or any other area that calls for a lighting from a concealed aperture. Choose from black or gray powder coat. Requires either back-box with fixture ER72410-MBOX (Dry Location) or ER72410-CBOX(Wet Location). Back-box sold separately.

SPECIFICATION DETAILS

Fixture Dimensions	W9-3/4" x H3-5/8" x E2-1/8"
Light Source	AC LED Module
Wattage	9W
Total Lumens	600lm
Delivered Lumens	BK-200lm; GY-400lm*;
Voltage	120V
Color Temperature	3000K
CRI (Ra)	90CRI
Optional Color Temps	2700K - 5000K Available, Minimum Order Quantities Apply
LED Rated Life	50,000 hours
Dimming	100% - 10%, ELV Dimmer (Not Included)
Illumination Direction	Down
Mounting Style	Wall Mount, Down Only
Material	Aluminum
Glass Details	Frosted Glass
Back Box Details	ER72410-CBOX (Wet Location) (Sold Seperately); ER72410-MBOX (Dry Location) (Sold Seperately);
ADA Compliant	Yes
Location	Wet
Paint Finish	BK02; GY01;

* For custom options, consult factory for details.
* For warranty information, please visit www.kuzcolighting.com/warranty



KUZCO

CANADA: 19054 28TH AVENUE - SURREY, BC V3Z 6M3
USA: 3035 E. LONE MOUNTAIN ROAD - LAS VEGAS, NV 89081

WWW.KUZCOLIGHTING.COM

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COMMENT

Intertek

ASPEN 26 OUTDOOR WALL

VISUAL COMFORT & CO.

PRODUCT FEATURES

- Powerful, long lasting (L70, 70,000 hours) dimmable LED tested against the highest quality standards to ensure it delivers consistent LED performance and color over time.
- Die-cast aluminum structure, powder coat finish, and stainless steel hardware for robust durability in harsh elements.
- Universal 120-277 volt driver with integral transient surge protection at 2.5KV per American National Standard (ANSI) and IEEE standards.
- Wet listed, IP65 (International Protection rating indicating resistance to dust and water. Suitable and safe for commercial use).
- This item is made of natural brass. It is a living finish that will patina and warm with age which adds richness. If it gets an uneven patina or spots, a brass cleaner can restore the finish.

Brass (Alt Lit)

LAMPING

Wall Sconce needs to be mounted with a full size junction Box. Not compatible for pancake box installation.

Charcoal | Bronze | Brass (Alt Lit) | Brass (Alt Unlit)

To view all available finish options, please visit techlighting.com

ORDERING INFORMATION

700OWASP	CRI	COLOR TEMP	LENGTH (A)	LENS (A)	FINISH	VOLTAGE	OPTIONS
	9 90 CRI	30 3000K	26 26"	D DIFFUSER	B BLACK	UNV 120-277V UNIVERSAL	NONE
					H CHARCOAL		LF IN-LINE FUSE
					NB NATURAL BRASS		LFSP IN-LINE FUSE, SURGE PROTECTION
					Z OUTDOOR BRONZE		SP SURGE PROTECTION

700OWASP _____ _____ _____ _____ _____ _____ _____

JOB NAME _____

NOTES _____

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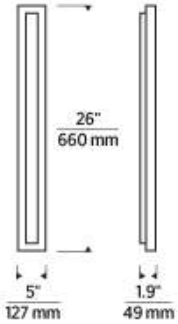
ASPEN 26 OUTDOOR WALL

VISUAL COMFORT & CO.

SPECIFICATIONS

PRIMARY MATERIAL	Aluminum or Brass
SHADE MATERIAL	Acrylic
NET WEIGHT	7 lbs
HEIGHT	26in
WIDTH	1.9in
LENGTH	5in
WET LISTED	
DAMP LISTED	
DRY LISTED	
GENERAL LISTING	ETL Listed
INCLUDES	



LAMPING SPECIFICATIONS

	LED LAMP	INTEGRATED LED	NON LED	NO LAMP
DELIVERED LUMENS		1060		
WATTS		37.9		
MAX WATTAGE PER BULB				
		Universal 120V-277V 0-10, ELV		
CCT		3000K		
CRI		90 CRI		
LED LIFETIME				
L70		>60000		
AVERAGE BULB HOURS				
FIELD SERVICEABLE LED				
LAMP BASE		Integrated LED		
LAMP SHAPE		Integrated LED		
LAMP INCLUDED?		True		
WARRANTY**		5 Years		

* Dimming information available at www.techlighting.com/Downloads#dimming
** Visit techlighting.com for specific warranty limitations and details.

T20 / T24 / JA8 INFORMATION

	Integrated LED	Replacement LED Lamp	No Lamp *
This product can be used to comply with California Building Energy Efficiency Standards 2016 Title 24 Part 6 / JA8.	Yes		
This product can be used to comply with California Appliance Efficiency Standards 2016 Title 20 and may be shipped to and sold in California.	N/A		

* If a light fixture or component does not include a lamp or light source, it is the responsibility of the customer to select a lamp that meets the T24 and T20 requirements.

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STRUT OUTDOOR PATH

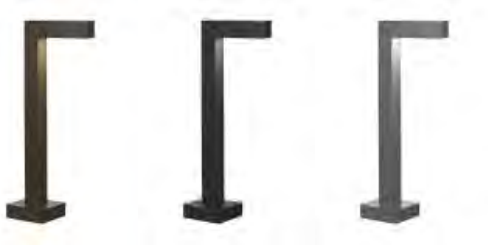
VISUAL COMFORT & CO.

PRODUCT FEATURES

- From the brand formerly known as Tech Lighting
- Powerful, long lasting (L70, 70,000 hours) dimmable LED tested against the highest quality standards to ensure it delivers consistent LED performance and color over time.
- Die-cast aluminum structure, powder coat finish, and stainless steel hardware for robust durability in harsh elements. appropriate for commercial use.
- Path features a 12V driver with optional magnetic low voltage transformer (sold separately).
- Wet listed, IP65 (International Protection rating indicating resistance to dust and water. Suitable and safe for commercial use).
- 5-year Warranty. Go to www.techlighting.com for warranty details.

Charcoal

LAMPING



Bronze Black Charcoal

ORDERING INFORMATION

700OASTR	CRI	COLOR TEMP	LENGTH (A)	LENS (A)	FINISH	VOLTAGE	OPTIONS
	9 90 CRI	27 2700K	18 18"	D DIFFUSER	B BLACK	12 12V	CONCRETE MOUNT
		30 3000K			Z BRONZE		ST STAKE MOUNTING KIT
					H CHARCOAL		

700OASTR _____ _____ _____ _____ _____ _____ _____

JOB NAME _____

NOTES _____

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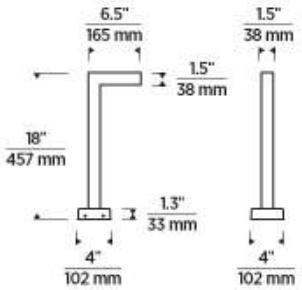
STRUT OUTDOOR PATH

VISUAL COMFORT & CO.

SPECIFICATIONS

PRIMARY MATERIAL	Aluminum
SHADE MATERIAL	
NET WEIGHT	4 lbs
HEIGHT	18in
WIDTH	4in
LENGTH	6.5in
WET LISTED	
DAMP LISTED	
DRY LISTED	
GENERAL LISTING	ETL Listed
INCLUDES	



LAMPING SPECIFICATIONS

	LED LAMP	INTEGRATED LED	NON LED	NO LAMP
DELIVERED LUMENS		693		
WATTS		14.6		
MAX WATTAGE PER BULB		14.6W		
		12V MLV		
CCT		2700K 3000K		
CRI		90 CRI		
LED LIFETIME				
L70		>60000		
AVERAGE BULB HOURS				
FIELD SERVICEABLE LED				
LAMP BASE		Integrated LED		
LAMP SHAPE		Integrated LED		
LAMP INCLUDED?		True		
WARRANTY**		5 Years		

* Dimming information available at www.techlighting.com/Downloads#dimming
** Visit techlighting.com for specific warranty limitations and details.

T20 / T24 / JA8 INFORMATION

	Integrated LED	Replacement LED Lamp	No Lamp *
This product can be used to comply with California Building Energy Efficiency Standards 2016 Title 24 Part 6 / JA8.	Yes		
This product can be used to comply with California Appliance Efficiency Standards 2016 Title 20 and may be shipped to and sold in California.	N/A		

* If a light fixture or component does not include a lamp or light source, it is the responsibility of the customer to select a lamp that meets the T24 and T20 requirements.

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VEX 5 OUTDOOR WALL

VISUAL COMFORT & CO.

PRODUCT FEATURES

- From the brand formerly known as Tech Lighting
- For up- and down-light option, light direction is independently controlled. Symmetric or asymmetric beam angles can be set from 10° - 120° with simple tool-free adjustment.
- Angle markers ensure consistent and precise aiming and adjustment from fixture to fixture.
- Die-cast aluminum structure, powder coat finish, and stainless steel hardware for robust durability in harsh elements. appropriate for commercial use.
- Wet listed, IP65 (International Protection rating indicating resistance to dust and water. suitable and safe for commercial use).
- The LED Driver is housed within the junction box. (L. 3.3" | W. 1.6" | H. 1")

Black 3/4

LAMPING

Black | Black 3/4 | Charcoal | Charcoal 3/4

To view all available finish options, please visit techlighting.com

ORDERING INFORMATION

700OWVEX	CRI	COLOR TEMP	LENGTH (A)	FINISH	FUNCTION	VOLTAGE
	9 90 CRI	27 2700K	4 4"	B BLACK	DO DOWNLIGHT ONLY	UNV 120-277V
		30 3000K		Z BRONZE	UPLIGHT & DOWNLIGHT	
				H CHARCOAL		
				W WHITE		

700OWVEX _____ _____ _____ _____ _____ _____

JOB NAME _____

NOTES _____

_____

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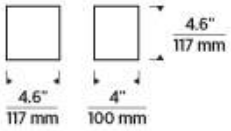
VEX 5 OUTDOOR WALL

VISUAL COMFORT & CO.

SPECIFICATIONS

PRIMARY MATERIAL	Aluminum
SHADE MATERIAL	
NET WEIGHT	2.4 lbs
HEIGHT	4.6in
WIDTH	4in
LENGTH	4.6in
WET LISTED	
DAMP LISTED	
DRY LISTED	
GENERAL LISTING	ETL Listed
INCLUDES	



LAMPING SPECIFICATIONS

	LED LAMP	INTEGRATED LED	NON LED	NO LAMP
DELIVERED LUMENS		291.0 554		
WATTS		9.2 18.7		
MAX WATTAGE PER BULB				
		Universal 120V-277V 0-10, ELV, TRIAC 120V 0-10, ELV, TRIAC		
CCT		2700K 3000K		
CRI		90 CRI		
LED LIFETIME				
L70		>60000		
AVERAGE BULB HOURS				
FIELD SERVICEABLE LED				
LAMP BASE		Integrated LED		
LAMP SHAPE		Integrated LED		
LAMP INCLUDED?		True		
WARRANTY**		5 Years		

* Dimming information available at www.techlighting.com/Downloads#dimming
** Visit techlighting.com for specific warranty limitations and details.

T20 / T24 / JA8 INFORMATION

	Integrated LED	Replacement LED Lamp	No Lamp *
This product can be used to comply with California Building Energy Efficiency Standards 2016 Title 24 Part 6 / JA8.	Yes		
This product can be used to comply with California Appliance Efficiency Standards 2016 Title 20 and may be shipped to and sold in California.	N/A		

* If a light fixture or component does not include a lamp or light source, it is the responsibility of the customer to select a lamp that meets the T24 and T20 requirements.

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EXHIBIT G

Inclusionary Housing Plan

CITY OF HIGHLAND PARK
1150 Half Day Road
Highland Park, IL 60035
phone: 847/ 432-0867 fax: 847/432-0964
www.cityhpil.com

Date Received: _____

INCLUSIONARY HOUSING PLAN
(Attach additional sheets as needed)
Must be reviewed by Housing Commission prior to City Council approval of Development Agreement

Development Name: 734 Central Condominiums

Address: 734 Central Ave.

1. Development Type (check applicable housing types)
   - Single Family Detached _____
   - Condominium X
   - Town Home _____
   - New Construction _____
   - Rehab of Existing Units _____
   - Conversion of Existing Units _____

2. Planned Unit Development
   - Yes X
   - No _____

3. Total Number of Units 11
   - Number of market rate units prior to density bonus 9
   - Number of market rate bonus units 1.5
   - Number of affordable units 1.8

4. Please attach a copy of the site plan showing the location of each affordable unit in relation to the market rate units. (Note: If development is a PUD, the approved site plan will be deemed to be incorporated herein.)

5. Will the project be developed in phases? Yes _____ No X
   If yes, please describe the phasing and construction schedule.

   _____
   _____
   _____
   _____

6. Please attach a copy of the floor plan for each affordable unit. (Note: You may provide one floor plan to the extent the affordable units are identical.)

SQUARE FOOTAGE AND BEDROOM COUNT

Unit 2A
2698 sf
2 Bed + Study

Unit 2B
3045 sf
3 Bed + Study

Unit 2C (Inclusionary)
1290 sf
2 Bed

Unit 3A
2446 sf
2 Bed + Study

Unit 3B
2217 sf
2 Bed + Study

Unit 3C
2346 sf
2 Bed + Study

Unit 4A
2446 sf
2 Bed + Study

Unit 4B
2217 sf
2 Bed + Study

Unit 4C
2346 sf
2 Bed + Study

Unit 5A
2680 sf
2 Bed + Study

Unit 5B
2804 sf
3 Bed +Study

734 CENTRAL AVENUE – AFFORDABLE UNIT PLAN

Applicant: Platinum Premier Homes
1456 W. Fullerton
Chicago, Illinois 60614
(708) 772-1977
patick@platinumhomeschicago.com

LOCATION OF PROPERTY

The downtown commercial uses to the east, north and south. Multi-family building to the west.

STATEMENT OF OWNERSHIP

The applicant is the contract purchaser of the property.

MARKETING PLAN

1. The project will comply with the Inclusionary Housing Ordinance and one affordable unit ("Affordable Unit") will be supplied on-site.
2. From the date of the occupancy permit, the developer will make efforts to promote and market the Affordable Unit.
3. The developer will work with CPAH to market and sell the Affordable Unit.

COMPARISION TO THE MARKET RATE UNITS

The market rate units and the Affordable Unit will be substantially similar with regard to finishings except for the unit size and appliances. The market rate units will be offered with one or two parking spaces and the Affordable Unit will include one parking space. There will be one storage locker included both for the market rate units and the Affordable Unit. The Affordable Unit will have the following appliances:

FRIDGE: RS36A72J1N -Fisher and Parker

RANGE: HGS8655SS - Bosch

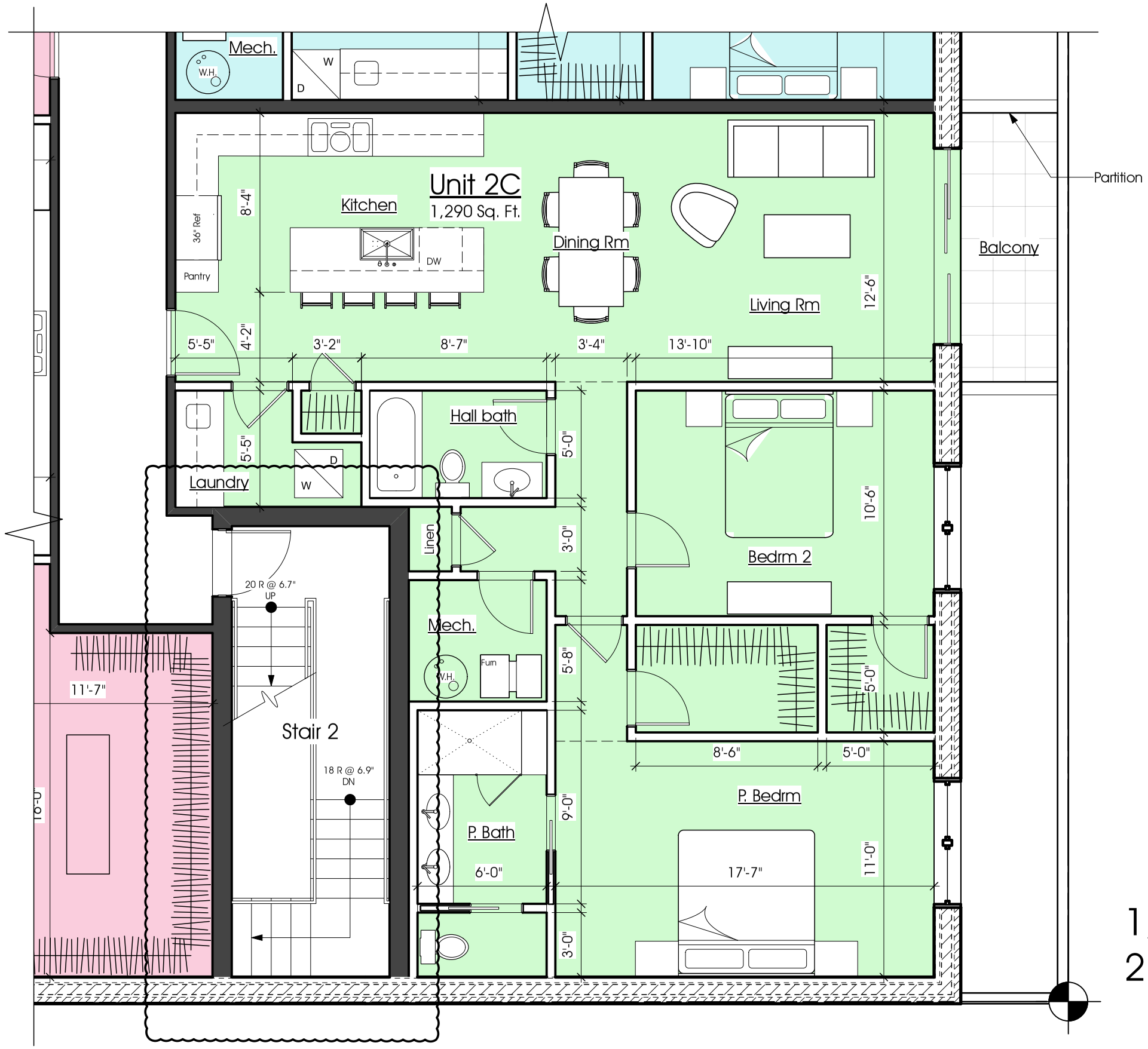
HOOD: HBN1306SS - Best

DISHWASHER: SHV78CM3 - Bosch

MICROWAVE: SMD2489ESS - Sharp

WASHER: WM4000HWH - LG

DRYER: DLGX4001WH
STACKING KIT: KSTK4 - LG



Inclusionary Unit

Scale: 3/16" = 1'-0"

March 26, 2025

1,290 Sq. Ft.

2 Bed, 2 Bath

Condo Building for

Platinum Homes of Chicago

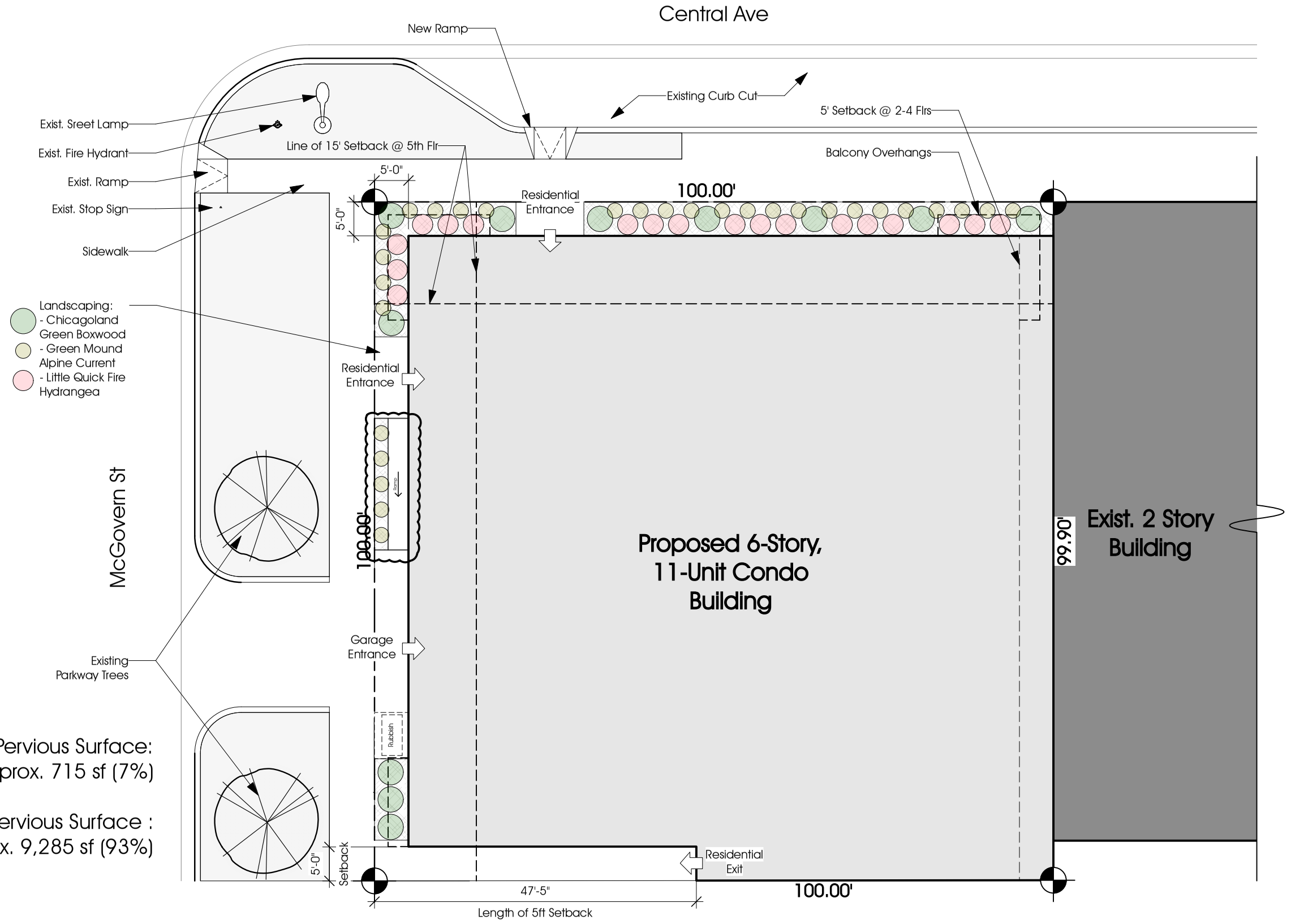
734 Central Ave

Highland Park, IL

kipnis ARCHITECTURE+PLANNING

1642 payne street | evanston IL 60201

847 864 9650 | f847 864 0956



Site Plan

Scale: 1/16" = 1'-0"

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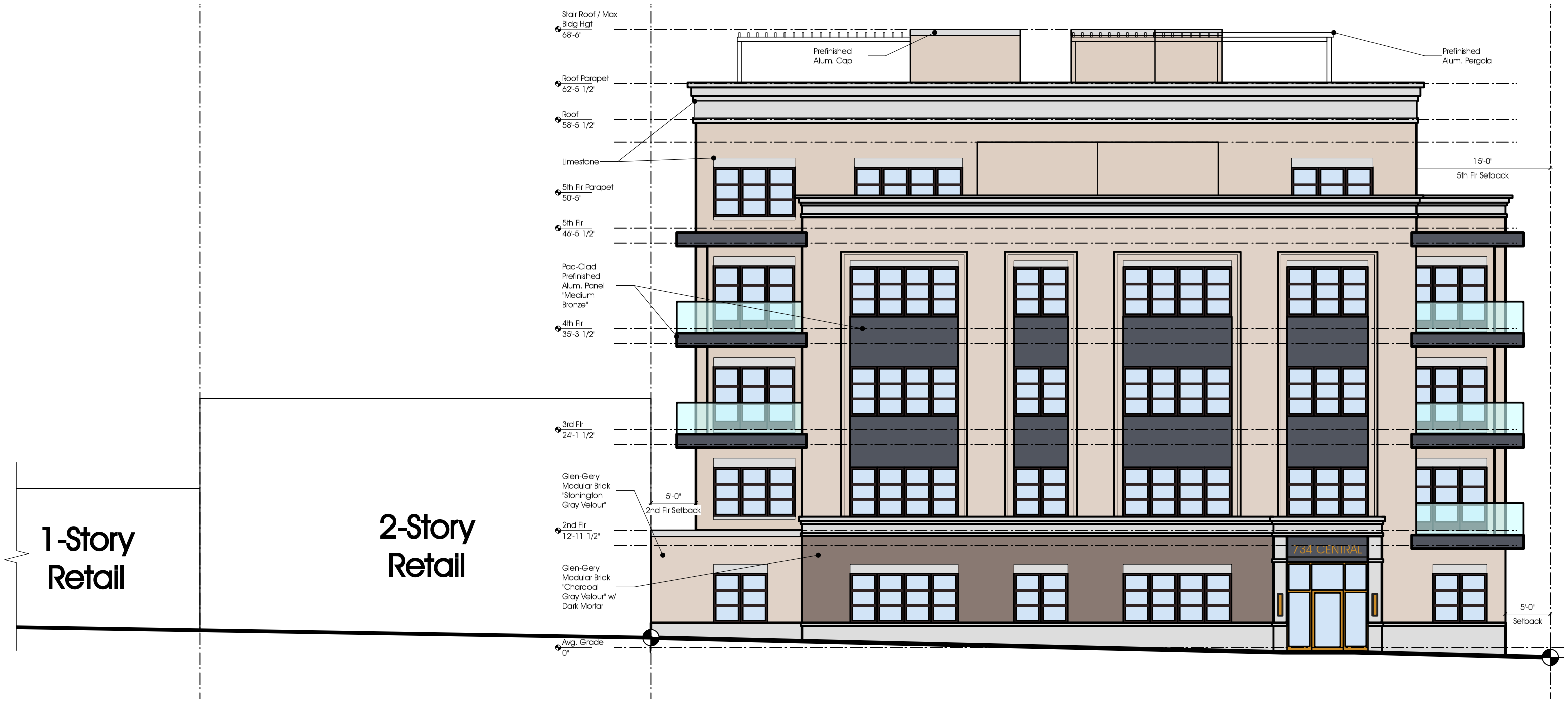

Condo Building for

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Highland Park, IL

North Elevation - Central Ave

Scale: 3/32" = 1'-0"

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East Elevation

Scale: 3/32" = 1'-0"

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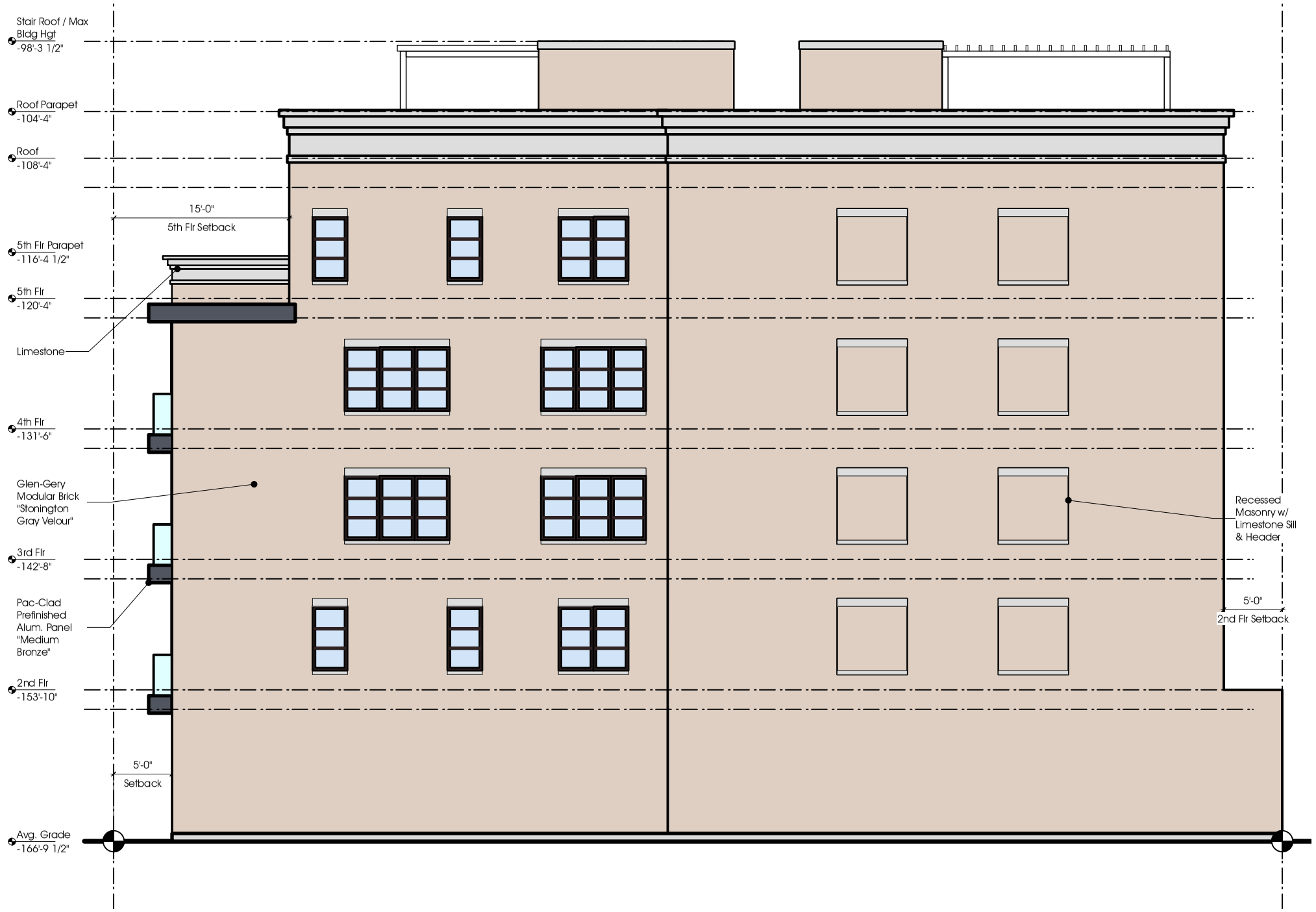

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South Elevation

Scale: 3/32" = 1'-0"

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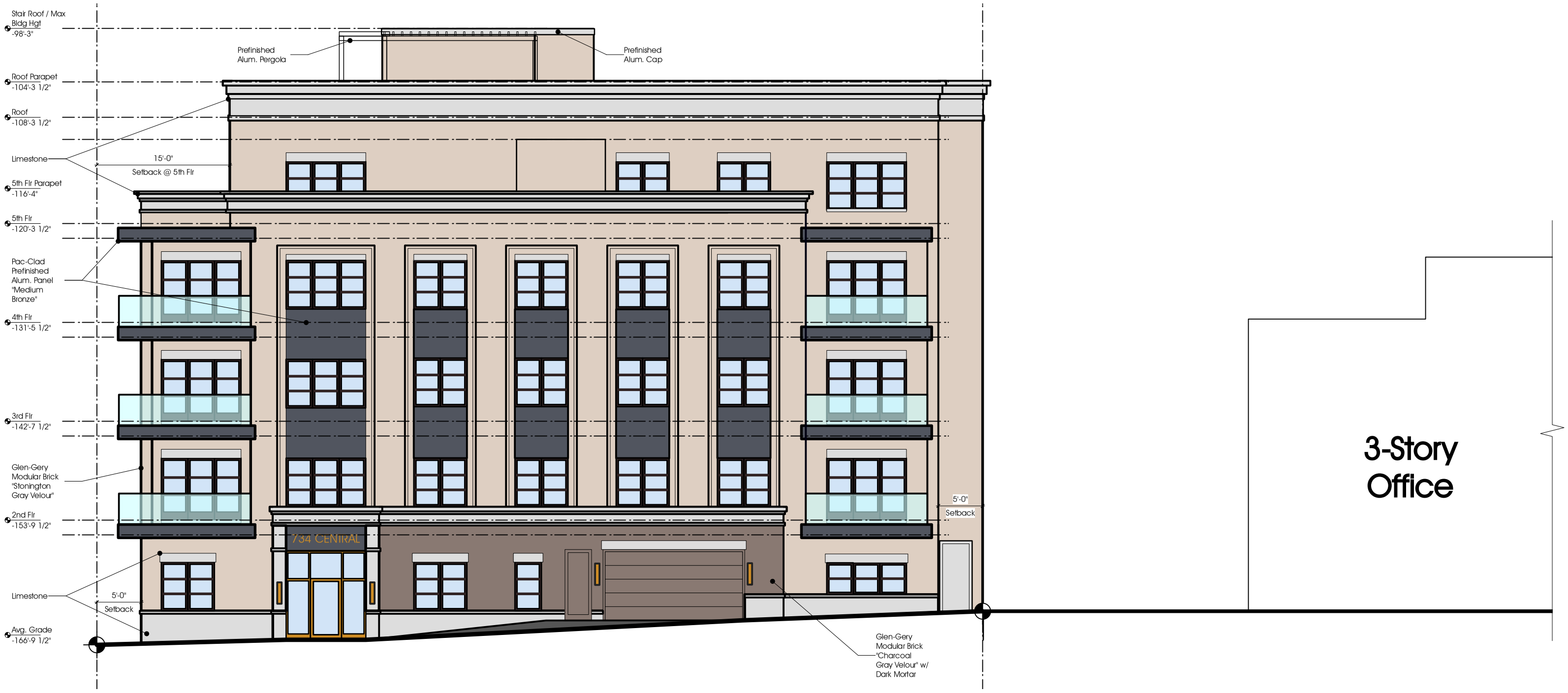

Condo Building for

Platinum Homes of Chicago

734 Central Ave

Highland Park, IL

West Elevation - McGovern St

Scale: 3/32" = 1'-0"

March 26, 2025

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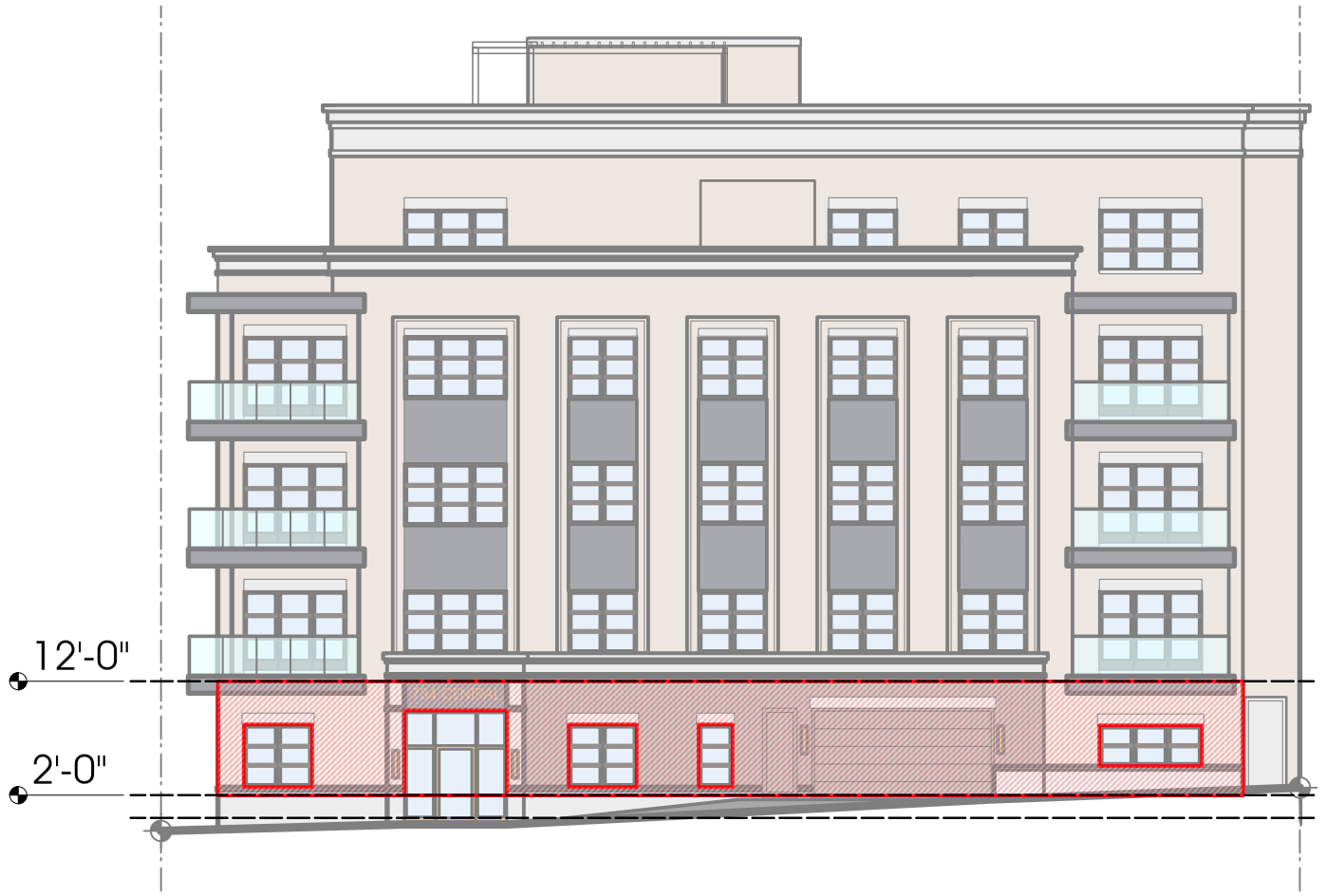
Central Elevation - North: (20% required)
331.3 Sq. Ft. Glazing / 947 Sq. Ft. (35% provided)



McGovern Elevation - West: (20% required)
181.9 Sq. Ft. Glazing / 900 Sq. ft. (20.2% provided)

Condo Building for
Platinum Homes of Chicago
734 Central Ave
Highland Park, IL

Transparency Diagrams

Scale: 1/16" = 1'-0"
March 26, 2025

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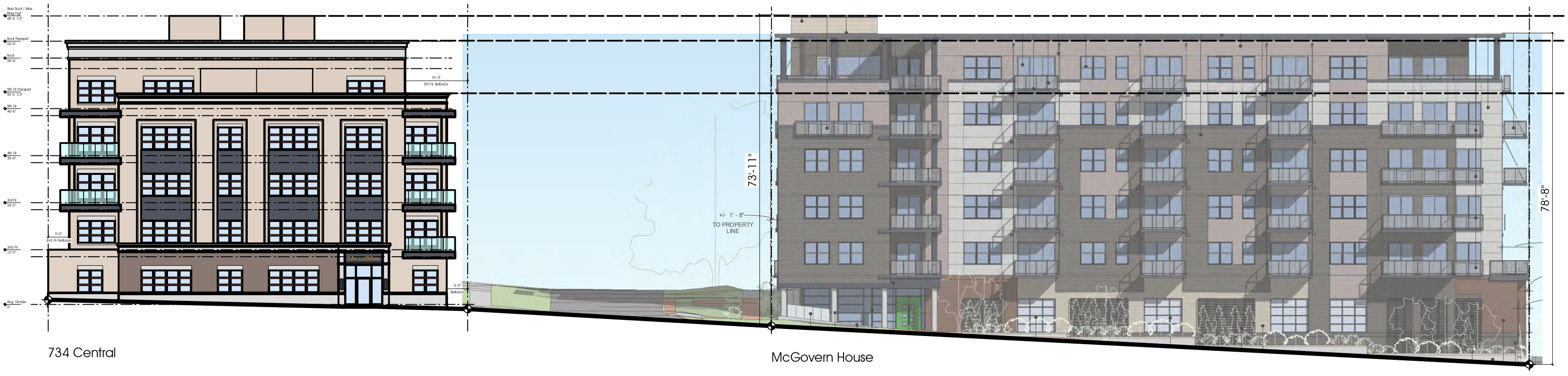

734 Central

McGovern House

Central Ave Street Elevation

N.T.S.

March 26, 2025

Condo Building for

Platinum Homes of Chicago

734 Central Ave

Highland Park, IL

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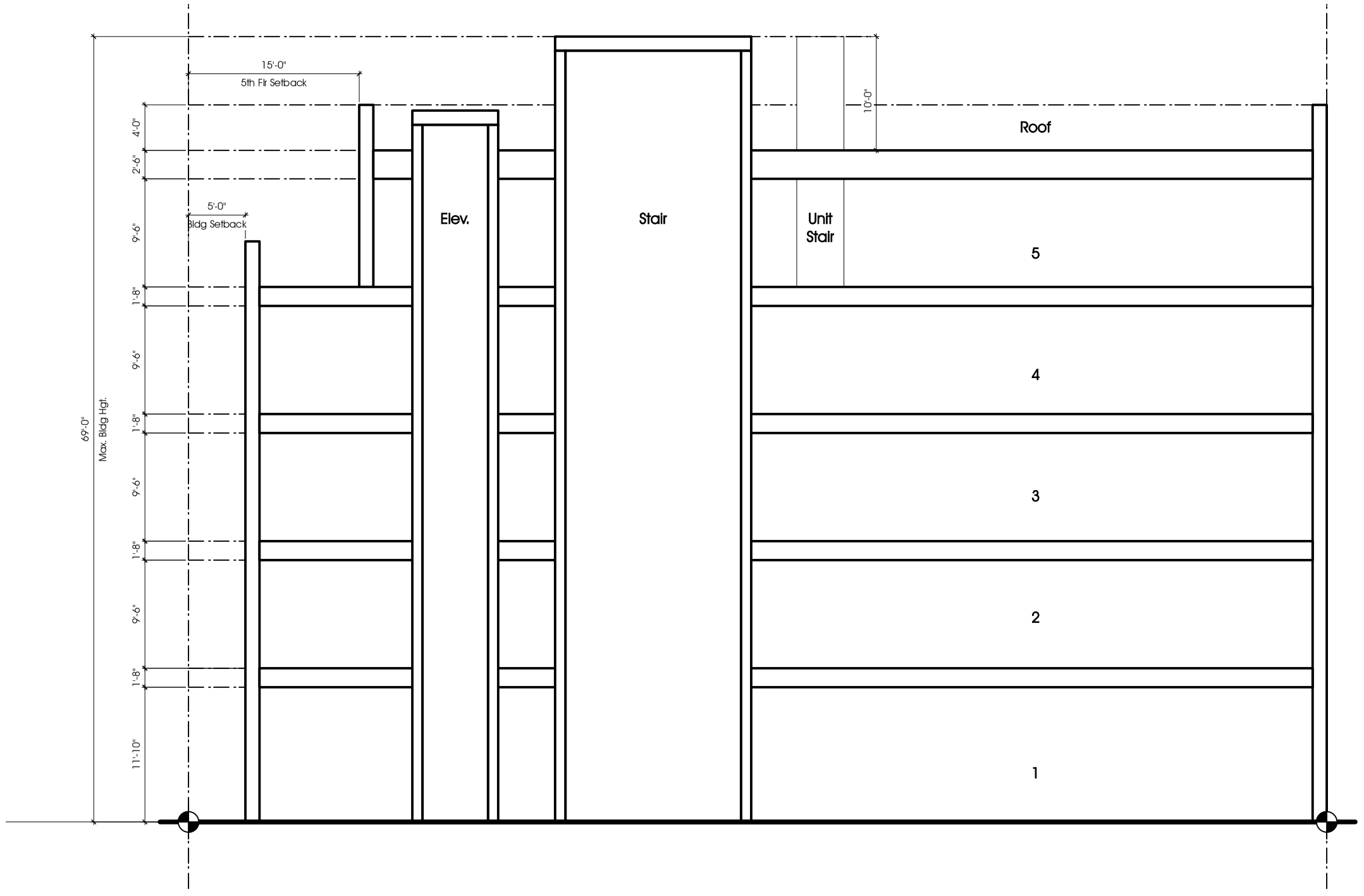

N-S Building Section

Scale: 3/32" = 1'-0"

March 26, 2025

Condo Building for

Platinum Homes of Chicago

734 Central Ave

Highland Park, IL

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Condo Building for

Platinum Homes of Chicago

734 Central Ave

Highland Park, IL

Corner Rendering

March 26, 2025

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Condo Building for

Platinum Homes of Chicago

734 Central Ave

Highland Park, IL

Central Ave Rendering

March 26, 2025

kipnis
ARCHITECTURE+PLANNING
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847 864 9650 | f847 864 0956

Condo Building for

Platinum Homes of Chicago

734 Central Ave

Highland Park, IL

McGovern Ave Rendering

March 26, 2025

kipnis
ARCHITECTURE+PLANNING
1642 payne street | evanston IL 60201
847 864 9650 | f847 864 0956

Condo Building for

Platinum Homes of Chicago

734 Central Ave

Highland Park, IL

McGovern Ave Rendering - South

March 26, 2025

kipnis ARCHITECTURE+PLANNING

1642 payne street | evanston IL 60201

847 864 9650 | f847 864 0956

Condo Building for

Platinum Homes of Chicago

734 Central Ave

Highland Park, IL

Aerial Rendering

March 26, 2025

kipnis
ARCHITECTURE+PLANNING
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847 864 9650 | f847 864 0956

Application Review

Final Housing Plan

734 Central Avenue

Consideration by the Housing Commission
April 2, 2025

City of Highland Park

Department of Community Development

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Required Findings 16
Provision of Affordable Housing Units per Sec. 150.2115.(A)(2) 16
Regarding Overarching Inclusionary Housing Standards per Sec. 150.2135(B)(3). 16

Background

The following provides staff's review of the applicant's preliminary affordable housing plan for the proposed development at 734 Central Avenue. The applicant proposes a five-story, 11-unit for-sale luxury condominium development to be located at 734 Central Avenue, at the intersection of McGovern Ave & Central Ave, located on the western edge of the Central Business District and across the street from Sunset Foods. The Property is approximately 10,000 square feet and is currently zoned B4-5. The units are a mix of two and three bedroom condominiums.

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 **brown** represent staff's comments. Applicant responses to some of staff's initial inclusionary comments are represented in **green**. The Applicant also provided a narrative explaining aspects of the proposed development and it is attached as part of their application.

Sec. 150.2105 - Covered Development Projects.

Pursuant to Section 150.2105, the proposed 11 unit[2] multi-family residential building 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.

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*

[1] As most recently amended on October 28, 2019 by Ordinance O72-2019.

[2] Including market rate unit bonuses.

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 as set forth by City Code. Should this preliminary application be approved, a final application will be submitted and considered by the Commission at a later date.

(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.

Summary of Consideration

The applicant's proposed inclusionary housing plan proposes to provide 1 of the 1.8 required affordable units on-site. 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.

Recommendation

Staff recommend the Commission consider the preliminary housing plan, deliberate and direct staff to draft findings as appropriate for the Commission's recommendation to City Council, or provide direction for the applicant to provide Commission with additional information for further review if needed.

Staff recommend the Commission consider the final housing plan, deliberate and direct staff to draft findings as appropriate for the Commission's recommendation to City Council, or provide direction for the applicant to provide Commission with additional information for further review if needed.

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.

Compliant. The Applicant proposes providing 1 of the required 1.8 affordable housing units on-site, with a payment in lieu of $148,320 for the 0.8 units not provided.

Final Plan:

Compliant. No changes have been made in the Final Plan from what was approved in the Preliminary Plan.

(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).

Address of Development	734 Central Avenue		
Name of Development	734 Central Condominums		
Calculation of Affordable Units Requirements		**Calc.**	**Row Name**
Proposed Units before Mkt Rate Unit Bonus	9	Enter	**A**
On-Site Affordable Units (included in base units above)	1	Enter	**B**
Mkt. Rate Unit Bonus	1.5	B*1.5	**C**
Total Units (Mkt & Affordable w/Mkt Rate Bonus)*	11	A+C	**D**
Required Proportion of Units Affordable Before Bonuses	20%	Code	**E**
Effective Proportion Affordable After Mkt. Rate Unit Bonus	16.4%	H/D	**F**
Proportion of Total Units that are Affordable	9.1%	B/D	**G**
Total Required Affordable Units	1.8	A*E	**H**
Required Affordable Units by Cash Payment In-Lieu	0.8	H-B	**I**
Required Cash Payment In-Lieu	$148,320	I*$185.4K	**J**

Sec. 150.2125 - Cash Payment in-Lieu of Affordable Housing Units.

Compliant. This Section is applicable to this particular project as the applicant is proposing to make a payment in lieu of $148,320 for the 0.8 partial unit, which is permitted via code.

Final Plan:

Compliant. No changes have been made in the Final Plan from what was approved in the Preliminary Plan.

*(**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.*

Compliant. There is only one inclusionary unit so the location of the unit meets code. It is located on the 2nd floor of a five-story building.

Final Plan:

Compliant.

(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.*

Compliant. The proposed construction phasing is not required for a Preliminary Inclusionary Housing Plan, but will be discussed in the Final Plan submission. All units will be built at the same time.

Final Plan:

***Compliant*. No changes have been made in the Final Plan from what was approved in the Preliminary Plan.**

(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.*

Compliant. Although evidence of the exterior of the proposed units is not required in the Preliminary Inclusionary Housing Plan, the applicant has provided architectural renderings and has stated that in order to maintain a consistent appearance, there will be no differences to the exterior materials or appearance between the market and affordable units.

The exterior elevations are subject to change based on the feedback that was received by the Plan and Design Commission, however, any changes will continue to maintain a consistent appearance and no difference to the exterior materials or appearance.

Final Plan:

***Compliant*. No changes have been made in the Final Plan from what was approved in the Preliminary 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:*

Compliant. The applicant stated that the finishes will be the same throughout the 11 units except for the appliances. The inclusionary unit appliance list is provided.

Final Plan:

***Compliant*. No changes have been made in the Final Plan from what was approved in the Preliminary Plan.**

(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.*

Compliant. The inclusionary unit will have one parking space.

Final Plan:

***Compliant*. No changes have been made in the Final Plan from what was approved in the Preliminary Plan.**

(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.*

Compliant. The applicant indicates that the inclusionary unit will have one storage locker, as will the other market-rate units.

Final Plan:

***Compliant*. No changes have been made in the Final Plan from what was approved in the Preliminary 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:*

- **Compliant. The affordable unit has the same appearance and finishes and the size is well over the minimum requirement. Therefore, the standards of this Sec. 150.2150(E) are met. As mentioned earlier, interior finishes are proposed to be the same for market and inclusionary units.**

  Final Plan:

  ***Compliant*. No changes have been made in the Final Plan from what was approved in the Preliminary Plan.**

(1) The bedroom mix of affordable units shall be in equal proportion to the bedroom mix of the market rate units.

- **Compliant. The applicant is providing one inclusionary 2-bedroom unit. There are eight 2-bedroom market rate units and two 3-bedroom market-rate units. Providing one 2-bedroom inclusionary unit meets code proportionality mix.**

  Final Plan:

  ***Compliant*. No changes have been made in the Final Plan from what was approved in the Preliminary Plan.**

(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.

- **Compliant. All interior fit and finishes for the affordable units are proposed to be the comparable to the market rate units for the above mentioned improvements.**

  Final Plan:

  ***Compliant*. No changes have been made in the Final Plan from what was approved in the Preliminary 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." […]

- **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:

  ***Compliant*. No changes have been made in the Final Plan from what was approved in the Preliminary Plan.**

Proposed Affordable Unit Area (in sq.ft) UNIT#	Unit Type (Bedrooms)	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)
#2C	2 bed	65%	**1,290**	950	2,805

Source: Application. Note last column calculated by staff.

Average Area (in SF) of Market Rate Units by Type, including Price Range:

Unit Type (bedrooms)	Total # of Mkt Rate Units	Avg. Unit Area	Average Estimated Sales Price
2	**8**	1,290	$1,300,000
3	**2**	2,525	$1,800,000

Source: Application. Average Unit Area calculated by staff with data from application.

Sec. 150.2155 -Target Income Levels for Affordable Housing Units.

- **Compliant. The applicant proposes one affordable unit to be sold at the 65% AMI tier. This meets the requirements of Section 150.2155(A).**
  Final Plan:

  ***Compliant*. No changes have been made in the Final Plan from what was approved in the Preliminary Plan.**

Proposed Distribution of Units by Income Tier w/Required Distribution by Unit Type				
	Income Tier (AMI)			
Unit Type (bed)	45%	65%	100%	Distribution by Unit Type
2	0	1	0	1
3	0	0	0	0
Distribution by Income	0 (0%)	1 (100%)	0 (0%)	

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. 150.2165 - Marketing of the Affordable Housing Units.

Compliant. The proposed marketing plan uses the City's waitlist for inclusionary units as required and is otherwise satisfactory. The applicant intends to work closely with Community Partners for Affordable Housing in identifying income qualified tenants.

Final Plan:

***Compliant*. No changes have been made in the Final Plan from what was approved in the Preliminary 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.

Compliant. The proposed units are required to be made affordable in perpetuity per Code.

Final Plan:

***Compliant*. No changes have been made in the Final Plan from what was approved in the Preliminary Plan.**

(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).*

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.*

Sec. 150.2175 – Departures from Requirements. *The Housing Commission may recommend, and the City Council may approve, departures from any of the standards set forth in this Article, upon making each of the following findings:*

(A). *Due to specific and unique circumstances, undue hardship would be caused by the literal enforcement of the standards and requirements set forth in this Article:*

(B) *By virtue of excellence in design, the proposed departure from the standards does not result in a diminished or lower quality of affordable dwelling unit, but provides a functionally equivalent dwelling unit: and.*

(C) *The proposed affordable housing units otherwise meet the purpose and intent of this Code.*

Required Findings

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.

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 1 of the 1.8 required affordable units on site. The Applicant is providing $148,320 for the 0.8 fractional units.

> *(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 untis.* ***If the 20 percent calculation perfopromed pursuant to the Section 150.2115(A)(2) yields a franctional 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;***
>
> **The applicant proposes an affordable unit with similar finishes and amenities as the market rate units provided at rental rates in accordance with the City's Pricing Schedule distributed among the required income tiers** [3]**.**
>
> **The Commission finds the proposed plan meets this standard.**
>
> ***(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;***
>
> **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.**

[3] 0% to 50% AMI, 51% - 80% AMI, and 81% to 120% AMI see Sec. 150.2155. - Target Income Levels for Affordable Housing Units.

The affordable unit will receive a garage space, the same as the market rate units. With only one affordable unit, it is automatically dispersed throughout the building.

The Commission finds the proposed plan meets this standard.

(c) That each affordable housing unit is designed to accommodate family living needs for common space and dining areas; and

The floor plans provided meet this standard as they depict adequate floor area, amenities and accommodations for expected household sizes. The plan proposes a two-bedroom unit that is well over the minimum requirement size and has amenities that are suitable for a small family or household. This unit is a valuable commodity for the City's inclusionary housing portfolio.

The Commission finds the proposed plan meets this standard.

(d) That the proposed affordable housing units, and the development as a whole, conform to the applicable standards and requirements of this Chapter.

The Commission recommends Final approval of the Inclusionary Housing Plan for 734 Central Avenue and that the Plan conforms to the standards, requirements and goals of Article 21.

The Commission finds the proposed plan meets this standard.

Staff Report

Meeting Date: February 23, 2026

Staff Contact: Karl Burhop, Senior Planner

Department: Community Development Department

Title: A Resolution Approving a Development Agreement (734 Central Avenue)

Recommendation:
Staff recommend granting and authorizing a Development Agreement for the property 734 Central Ave. Refer to the staff report in the Planned Development Ordinance for details.

Policy Consideration:

Core Priorities:
Economic Development
This is a land use application and as such will create permanent or temporary jobs and enhance economic vitality of the area.

Vibrancy
This project is located near downtown and brings additional residents to downtown Highland Park, which supports local business and activity in and around downtown.

Attachments:
1. Resolution Approving Development Agreement
2. Dev. Agreement Resolution Exhibit A - Development Agreement
3. DA Exhibit A - Legal Description 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 - Affordable Unit Declaration

City of Highland Park

Resolution No. _____

A Resolution Approving a Development Agreement
(734 Central Avenue)

WHEREAS, 734 Central LLC ("***Developer***") is the contract purchaser of those certain parcels of real property commonly known as 734 Central Avenue, Highland Park, Illinois, located within the B4-5 Commercial Service District of the City ("***B4-5 District***"), consisting of approximately 10,000 square feet ("***Property***"); and

WHEREAS, the Property is currently improved with a two-story structure ("***Existing Structure***"); and

WHEREAS, the Developer desires to demolish the Existing Structure and develop a six-story multi-family residential structure on the Property, containing a total of 11 residential units ("***Proposed Development***"); and

WHEREAS, the Developer, with consent of the owner of the Property, has filed an application with the City approval of: (i) a special use permit for a planned development for the Property; (ii) certain zoning modifications within the Proposed Development; (iii) a final development plan for the proposed planned development of the Property; (iv) a plat of subdivision for the Property; and (v) an inclusionary housing plan; and

WHEREAS, on _____ __, 2026, the City Council adopted: (i) Resolution No. _____, approving a final plat of subdivision for the Property; and (ii) Ordinance No. _____, granting a special use permit for a planned development on the Property (collectively, the "***Final Approvals***"); and

WHEREAS, the Final Approvals require that the City and the Developer 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 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 by and between the City and the Developer 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 upon receipt by the City Clerk of at least one

original copy of the Development Agreement executed by the Developer; provided, however, that if the executed copy of the Development 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 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

Development Agreement

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Steven M. Elrod
Elrod Friedman LLP
350 North Clark Street
Second Floor
Chicago, IL 60654

Above Space For Recorder's Use Only

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF HIGHLAND PARK

AND

734 CENTRAL LLC

(734 Central Avenue)

DATED AS OF _____ ___, 2026

Development Agreement
Between
the City of Highland Park and
734 Central LLC
(734 Central Avenue)

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 **734 CENTRAL LLC**, an Illinois 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 consists of two parcels of real property commonly and collectively known as 734 Central Avenue, Highland Park, Illinois, is located in the B4-5 Commercial Service District of the City and consists of approximately 10,000 acres (collectively, the "***Property***").

B. As of the Effective Date of this Agreement, Developer is the contract purchaser of the Property.

C. The Property is currently improved with a two-story Structure (***"Existing Structure"***).

D. Developer desires to demolish the Existing Structure and construct a new six-story residential Structure, comprised of 11 dwelling units, one of which will be an Affordable Unit.

E. In connection with the proposed development of the Property, Developer filed applications with the City seeking approval of: (1) a special use permit for a planned development; (2) a preliminary and final development plan for the Property; (3) certain zoning modifications within the proposed planned development; (4) a plat of subdivision for the Property; and (v) an inclusionary housing plan.

F. 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.

G. 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.

*All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Zoning Code.

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 all material respects the same as the approved template attached to this Agreement as **Exhibit G**, to be executed by Developer and recorded against each Affordable Unit pursuant to the Inclusionary Housing Regulations and Section 7 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.

"*Common Areas":* All of the areas of that are not within any of the dwelling units to be constructed on the Property.

***"Corporate Authorities"*:** The Mayor and City Council of the City.

***"CTM Plan"*:** Defined in Section 6.F.1 of this Agreement.

"Declaration of Covenants": The declaration of covenants, easements and restrictions required pursuant to Section 7 of this Agreement.

"Design Guidelines": The "Design Guidelines" of the City, dated February 15, 2018 and as may be amended from time to time.

"Development": Described and defined in Section 3 of this Agreement.

***"Development Approvals"*:** The ordinances, resolutions, permits, and administrative approvals listed in Section 3 of this Agreement.

***"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"*:** Collectively, the plans and specifications for the Development approved by the Corporate Authorities pursuant to the Development Approvals and the Requirements of Law.

"Final Engineering Plan":" The engineering plan approved by the Corporate Authorities in accordance with and pursuant to Section 3 of this Agreement and in accordance with the Requirements of Law.

"*Final Inclusionary Housing Plan*": The inclusionary housing plan approved by the Corporate Authorities in accordance with and pursuant to Section 3 of this Agreement and in accordance with the Requirements of Law. Upon that approval, the Final Inclusionary Housing Plan will, automatically and without further action by the Corporate Authorities and the Parties, be deemed to be incorporated in, and made a part of, the Final Development Plan, and by extension, this Agreement.

***"Final Site Plan"*:** The site plan approved by the Corporate Authorities in accordance with and pursuant to Section 3 of this Agreement and in accordance with the Requirements of Law.

***"Guarantee"*:** Defined in Section 10.A of this Agreement.

"Housing Commission": The City of Highland Park Housing Commission.

***"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 4 of this Agreement, including, without limitation, the Public Improvements to be installed pursuant to the Final Development Plan.

***"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.

***"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"*:** The tract of land, consisting of approximately 10,000 square feet, located at the addresses commonly known as 734 Central Avenue, Highland Park, Illinois, and legally described in **Exhibit A** attached to 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 the Final Development Plan for the Property; (iii) granting zoning modifications within the approved planned development; and (iv) approving the 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.

***"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 six-story residential building comprised of 11 dwelling units 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 preventing 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 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.

On _____, 2026, the Corporate Authorities adopted (i) Ordinance No. _____, approving a planned development for the Property; and (ii) Resolution No.

_____, approving the Final Plat of Subdivision ("***Development Approvals***") to enable the development on the Property of a six-story residential Structure comprising 11 dwelling units, one of which will be an Affordable Housing unit ("***Development***").

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. Development. The Development must consist of the following required elements, all of which were promised by Developer and served as an enticement to the City to enter into this Agreement and adopt the Development Approvals:

1. A new six-story residential Structure comprised of 11 dwelling units, one of which will be an inclusionary housing unit; and

2. Construction of the Improvements, as described and depicted in Section 5 and Exhibit B of this Agreement.

C. 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.C, the interpretative provisions of Section 2.B.4 will prevail.

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, and include, without limitation, the following:

a. Stormwater sewer mains, service lines, and facilities;

b. Sanitary sewer mains and service lines;

c. Water mains and service lines;

d. The Right-of-Way Improvements, as described in Section 5.E of this Agreement; and

e. The landscaping, as depicted in the Final Landscape Plan, and as described in Section 5.C of this Agreement.

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. 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, 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 on the Property 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 proposed development of the Property 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 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 constructed from brick pavers, consistent with the Design Guidelines, and mountable curbs, all within the: (i) easterly portion of that certain segment of the McGovern Street right-of-way located between the southern lot line of the Property and the intersection of the McGovern Street and Central Avenue rights-of-way; and (ii) the northerly portion of that certain segment of the Central Avenue right-of-way located between the eastern lot line of the Property and the intersection of the McGovern Street and Central Avenue rights-of-way.

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 Development 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 McGovern Street and Central Avenue 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 the Licensee 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 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. For a period of at least two years following acceptance by the City of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the City Engineer, in a first-rate condition at all times. 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 Developer is not adequately maintaining, or has not adequately maintained, 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 10.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. In the event any Public Improvement is repaired or replaced pursuant to this Section 5.F.4, the City's right to draw upon the Maintenance Guarantee pursuant to Section 10.B of this Agreement will be extended, as to the repair or replacement, for two full years from the date of the repair or replacement.

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.

SECTION 6. DEMOLITION AND 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.

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.

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.

B. Demolition of Existing Structure. Developer may commence demolition of the Existing Structure on the Property only after obtaining all necessary demolition permits from the City and presenting the City with a plan to mitigate dust, smoke, and other particulates resulting from the demolition. Developer will conduct all demolition work on the Property in full compliance with the City's permitted construction work hours regulations. Developer will remove and dispose of all debris resulting from the demolition of the Existing Structure on the Property in compliance with the Requirements of Law.

C. Single Phase of Development. The construction of the Improvements and development of the Property must take place in one continuous phase, subject to seasonal conditions.

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: (i) Developer has (a) demonstrated sufficient funds or liquidity to acquire the Property and complete the Development, (b) provided evidence of such liquidity acceptable to the City, in the City Manager's sole discretion and obtained the City Manager's approval of the same, and (c) provided the City with the contact name, mailing address, phone number, and e-mail address for Developer's lender or lenders, if any; and (ii) the City Manager has determined that the construction of the following

Improvements is complete as required by this Agreement and Requirements of Law, except as may be authorized in writing by the City Manager in their sole discretion:

1. The Stormwater Improvements;

2. The Right-of-Way Improvements, as described in Section 5.E of this Agreement;

3. The landscaping, as depicted in the Final Landscape Plan, and as described in Section 5.C of this Agreement; and

4. A functional water system that can deliver water to all proposed fire hydrants, 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 Development 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.

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 final grading, application of final surface course, and, where applicable, striping of parking space for the roads, driveways, and parking areas serving the uses within the Structure has been completed.

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 all 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, plumbing, gas service, 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. Owners' Association Declaration of Covenants. Prior to the transfer of any dwelling unit by Developer, Developer must prepare and submit to the City Manager and the Corporation Counsel, for their respective review and approval, and Developer must record against the Property, a declaration of covenants, easements, and restrictions ("***Declaration of Covenants***"). The Declaration of Covenants must provide for the creation of an association for the owners of the dwelling units on the Property or similar entity ("***Owners' Association***") and must, without limitation, codify the following provisions, conditions and restrictions of this Agreement:

1. Membership in the Owners' Association must be mandatory for each owner and successive owner of a dwelling unit in the Development.

2. No modifications or revisions to the provisions in the Declaration of Covenants required pursuant to this Agreement, or to any provision that is inconsistent with the requirements of this Agreement, the Inclusionary Housing Regulations, or the Affordable Housing Declaration will be effective without the prior review and written approval of the City Director of Community Development.

3. The Owners' Association will be responsible for the continuity, care, conservation and maintenance, including operation in a first-rate condition and in accordance with predetermined standards, of the Common Areas, including all landscaping, stormwater detention facilities, equipment and appurtenances, and the cost of power required for the equipment and appurtenances.

4. The Owners' Association will be responsible for casualty and liability insurance and real estate taxes for all Common Areas.

5. The owners of each dwelling unit to be constructed on the Property must pay their *pro rata* share of all costs and expenses incurred by the Owners' Association by means of an assessment to be levied by the Owners' Association which meets the requirements for becoming a lien on the Property in accordance with statutes of the State of Illinois.

6. The Owners' Association will have the right to adjust the assessment to meet changed needs. The membership vote required to authorize that adjustment may not be fixed at more than 51 percent of the members voting on the issue.

7. The Owners' Association or the owners, and not the City, will be responsible, at the Owners' Association's expense, for snow removal on or from the Property.

8. Easements must be created or granted as follows:

a. An easement will be created providing access over, on, and above the Common Areas for the exclusive benefit of the owners of the dwelling units to be constructed on the Property and for the benefit of the City, for storm water drainage and detention, emergency response, utility maintenance and repair, and for the purpose of maintaining the Common Areas.

b. Utility easements will be granted to the City and other governmental bodies and utility services over, on, and across the Property and the Common Areas for the purposes of making repairs, installing and servicing utilities, and providing emergency services.

c. The easements for storm water drainage and detention must remain unobstructed and the access may not be blocked by a fence, landscaping, or any other Structure or planting, of any kind or nature, erected within said easement without written approval of the City Manager. In addition, no grade changes will be permitted in said easement without the prior written approval of the City Engineer.

9. Annual Certification on Capital Improvements. At the request of the owner of any Affordable Unit, not more than once per calendar year, the Owners' Association must submit to the Housing Commission annual written certifications of all: (a) regular assessments allocated to the working capital reserve of the Owners' Association, and (b) costs of any structural or mechanical improvements to the Property or to the Common Area and facilities on the Property

that would qualify as part of a "Capital Improvements Credit" pursuant to Section 17 of the Affordable Unit Declaration.

10. Affordable Units. The Declaration of Covenants must include specific provisions requiring that the purchase, maintenance, use, and sale of all Affordable Units is in compliance with the terms and conditions set forth in the applicable Affordable Unit Declaration and the Inclusionary Housing Regulations. The Declaration of Covenants must also provide that: (i) no special assessment may be imposed against any Affordable Unit except in connection with necessary maintenance of, and repairs to, structural improvements or parking areas on the Property; and (ii) in the event the Housing Commission owns any Affordable Unit, the Housing Commission will be allowed to lease the Affordable Unit pursuant to the terms and conditions as the Housing Commission may decide, in its sole discretion. The Owners' Association will have no right of first refusal or any similar arrangement with respect to the resale of any of the Affordable Units on the Property.

11. Developer's Obligations. The Owners' Association will not be responsible for any obligations set forth in the Declaration of Covenants, and Developer will remain solely responsible for such obligations, until the election of the initial board of the Owners' Association by a majority of the members other than Developer, in accordance with the Requirements of Law.

12. Final Approval by City. The City, through its Director of Community Development, has the right of final approval of the Declaration of Covenants.

13. Approval of Modifications by City. No modifications or revisions to the provisions in the Declaration of Covenants required pursuant to Section 7 of this Agreement, or to any provision that is inconsistent with the requirements of this Agreement, the Inclusionary Housing Regulations, or the Affordable Housing Declaration, will be effective without the prior review and written approval of the City Director of Community Development.

14. General Provisions.

a. Each owner of a dwelling unit to be constructed on the Property will have the right to enforce the Declaration of Covenants.

b. The Declaration of Covenants must provide that the City is an intended third-party beneficiary of the Declaration of Covenants, and will have the right, but not the obligation, to enforce the Declaration of Covenants. Specifically, and without limitation, the City will have the right, but not the obligation, after ten days' written notice to the Owners' Association, to perform any maintenance or repair work which, in the sole opinion of the City, the Owners' Association has failed to perform on the Common Areas, to assess the membership for that work, and to file a lien against the property of the Owners' Association or the property of any member failing to pay the assessment.

c. The Declaration of Covenants will run with and bind the Property, and all portions thereof, and will be binding on Developer, and their successors in interest, to all portions of the Property.

B. Affordable Units.

1. Construction and Development. Not less than one dwelling unit constructed on the Property must be developed as an Affordable Unit in accordance with and pursuant to this Agreement, the Special Use Ordinance, and the Inclusionary Housing Regulations.

2. Approval of Declaration. The Parties acknowledge and agree that the Affordable Unit Declaration attached as **Exhibit G** to this Agreement has been approved in advance by Developer and by the Corporate Authorities as part of their respective approvals of this Agreement.

3. Recordation -- Condition of Certificate of Occupancy. As a condition precedent to any issuance of a certificate of occupancy for any Affordable Unit, Developer must cause an Affordable Unit Declaration to be fully executed and properly recorded against each Affordable Unit on the Property, as required pursuant to Section 150.2155 of the Inclusionary Housing Regulations, no later than the earlier to occur of: (i) the date on which the closing for the sale of the Affordable Unit takes place, and (ii) 10 days after the date on which a Declaration of Covenants is recorded. Developer must notify the City of all recordations performed pursuant to this Section 7.B.3 and of the record numbers assigned to each Affordable Unit Declaration. Failure to record the Affordable Unit Declaration as provided in this Section 7.B.3 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.

4. 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 Inclusionary Housing Plan and the Inclusionary Housing Regulations, Developer must take all steps necessary to cause the Affordable Unit Declaration to have priority over any other interests recorded against the Affordable Unit, including, without limitation, requiring and allowing the Affordable Unit Declaration to be recorded prior to the closing of the Affordable Unit. 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 the Affordable Unit will be subordinate to the Affordable Unit Declaration.

5. 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.

6. 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 pursuant to Section 7.B.6 of this Agreement.

7. 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.

8. Off-Street Parking. At least one off-street parking space must be allocated and made available to each Affordable Unit, 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, ***"Impact Fees"***):

1. The Park District of Highland Park;

2. High School District No. 113;

3. The North Shore Elementary School District No. 112; and

4. 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. Developer acknowledges that the payment of development 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. 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 development 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. Waiver of Affordable Unit Impact Fees. Notwithstanding the otherwise applicable provisions of Chapter 160 of the City Code and of this Section 8, and pursuant to Section 150.2145 of the Inclusionary Housing Regulations, Impact Fees owed by Developer and attributable to the development of Affordable Units as part of the development of the Property are hereby waived in their entirety by the City. The waiver provided by this Section 8.B will apply only to those impact fees attributable to the dwelling unit located on the Property designated as an Affordable Unit.

C. 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 $148,320.00, which amount is equivalent to the cost of 0.8 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 building on the Property.

D. 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, except that fee will be discounted by 9%, the percentage of units within the development that are affordable units pursuant to Section 150.2145 of the Inclusionary Housing Regulations.

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 Section 151.006(K)(1) of the City Code, and in accordance with Section 151.006(K) 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. 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 151.006 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 a Developer 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 (***"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.

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.B 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 the Development and 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 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 30 days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement. The failure of Developer to secure 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 does 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 an Illinois 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 is 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 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, 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:

734 Central LLC
734 Fullerton Avenue
Chicago, Illinois 60614
Attention: Gerard Coyle
E-mail: _____

With a copy to:

Samuels & Bernstein
484 Central Avenue, Suite 202
Highland Park, Illinois 60035
Attention: Calvin Bernstein
E-mail: cbernstein@sambernlaw.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 Illinois circuit court for 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 **G** 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.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

_____
Ashley Palbitska, Deputy City Clerk

CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation

By:_____
Ghida S. Neukirch
Its: City Manager

ATTEST:

By: _____

Its: _____

734 CENTRAL LLC, an Illinois limited liability company

By: _____

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 home rule municipal corporation, and by Ashley Palbitska, the Deputy City Clerk of said home rule 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 **734 CENTRAL 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

EXHIBIT A	LEGAL DESCRIPTION OF PROPERTY
EXHIBIT B	PUBLIC IMPROVEMENTS
EXHIBIT C	FORM OF LETTER OF CREDIT
EXHIBIT D	INSURANCE REQUIREMENTS
EXHIBIT E	TRANSFEREE ASSUMPTION AGREEMENT
EXHIBIT F	CONSENT AND SUBORDINATION AGREEMENT
EXHIBIT G	FORM OF AFFORDABLE UNIT DECLARATION

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

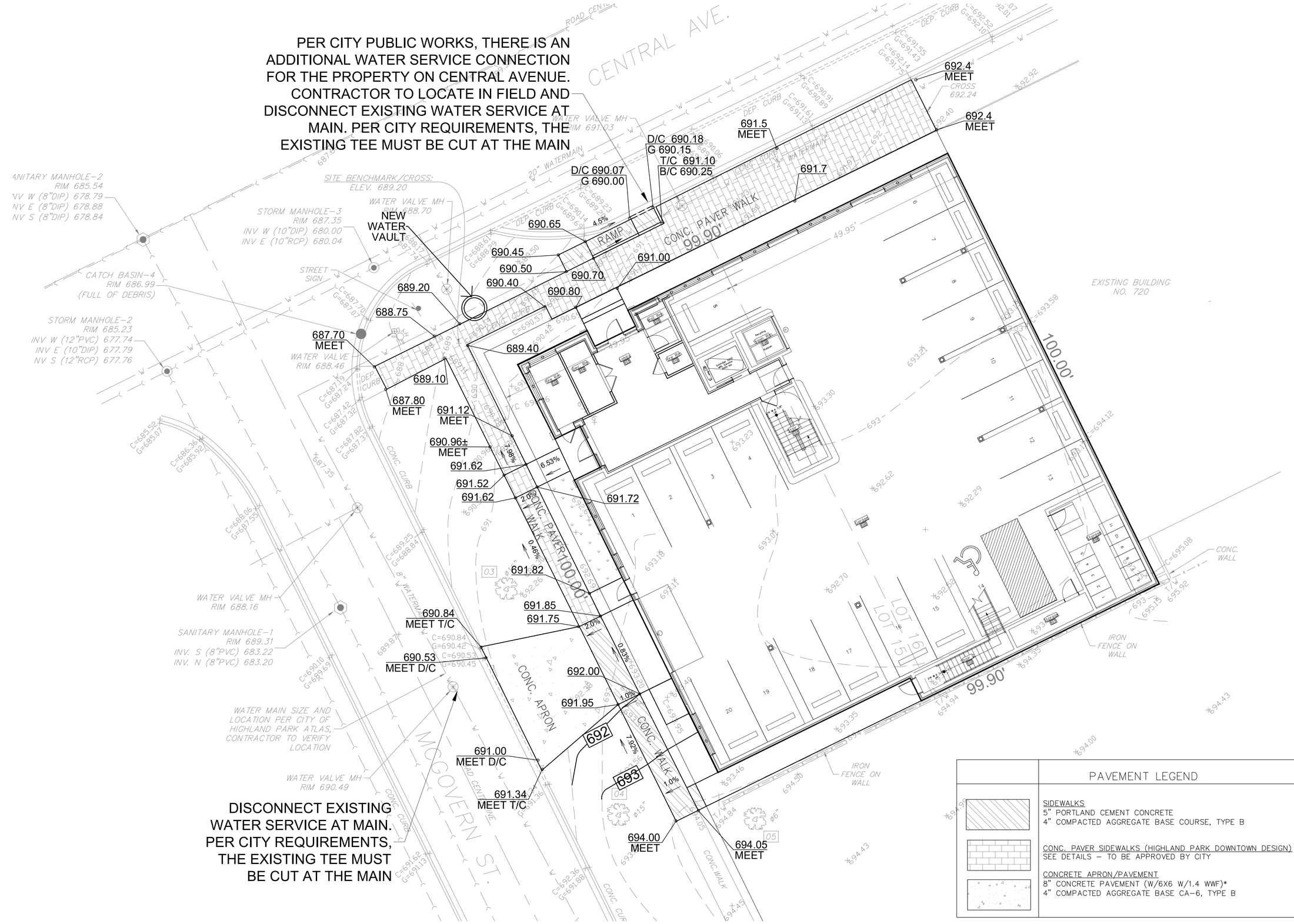
The subject property, commonly known as 734 Central Avenue, is legally described as:

Lots 15 & 16 in Block 10 in “Highland Park”, being a subdivision in Section 23, Township 43 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded May 7th & 8th, 1869, in Book “A” of Plats, Page 2, in Lake County Illinois.

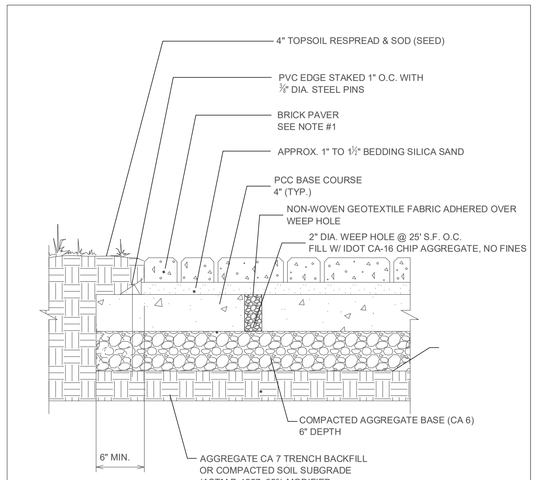
PINs: 16-23-314-002-0000; and 16-23-314-001-0000

EXHIBIT B

PUBLIC IMPROVEMENTS



	PAVEMENT LEGEND
	SIDEWALKS 5" PORTLAND CEMENT CONCRETE 4" COMPACTED AGGREGATE BASE COURSE, TYPE B
	CONC. PAVER SIDEWALKS (HIGHLAND PARK DOWNTOWN DESIGN) SEE DETAILS – TO BE APPROVED BY CITY
	CONCRETE APRON/PAVEMENT 8" CONCRETE PAVEMENT (W/6X6 W/1.4 WWF)* 4" COMPACTED AGGREGATE BASE CA-6, TYPE B



NOTES:

1. PAVER EDGE RESTRAINT TYPE AND METHOD OF INSTALLATION SHALL CONFORM WITH PAVER MANUFACTURER RECOMMENDATIONS.
2. PAVERS SHALL NOT BE USED IN PUBLIC STREETS.

NOT TO SCALE

REVISED: 2-6-26
BY: W. HEPBURN – SME

PAVER INSTALLATION DETAIL

BRICK PAVER INSTALLATION
Effective: January 29, 2026

Materials. Builder shall provide pavers that match the existing Business District paver and be as furnished by the following company, or approved equal

Yankee Hill Brick 3705 Coddington Ave Lincoln NE 68522, or approved equal

Pavers shall be Paver – Full
Flash Manganese
Charcoal (for banding)

Replacement sidewalk pavers shall be dry-press, solid (uncored), hard burned, 8,000 psi minimum compressive strength, 8% maximum cold water absorption, nominal 4" x 8" x 2-1/4" in size and shall have spacer bars and tumbled beveled edges. Pedestrian pavers shall be installed on reinforced concrete as indicated on the project documents.

All pavers shall meet the requirements for ASTM Designation C902, Standard Specification for Pedestrian and Light Traffic Paving Brick, Class SX, Type I, Application PX.

Pavers shall conform to severe freeze-thaw test requirements of ASTM Designation C67 on sampling and testing brick.

Tolerances on Dimensions shall be within the allowable range as classified under the ASTM Designation C902.

Texture and color variation on pavers shall meet ASTM Designation C216, Type FBS.

The rating for efflorescence shall meet test requirements C67 as classified under ASTM Designation C902.

Due to the tumbled nature required, there is no maximum requirement for chippage.

Cast in place concrete shall be as specified by the City Engineer. This work shall be in accordance with the applicable portions of Section 353 of the Standard Specifications.

Sand for setting bed shall meet the requirements of Section 703 of the Standard Specifications for FA-6. Masons sand shall not be used.

Paver Joint material shall be
Sand: Dry sand conforming to ASTM C-144 with all particles passing the No. 16 sieve.

Equipment. The equipment shall be capable of completing the necessary work in an efficient and safe manner, as approved by the Engineer.

Construction Requirements.

A. Base Course

a. No paver setting work shall be performed when underlayment (as required) has free moisture, ice, or snow, or when the underlayment is frozen.

b. Concrete underlayment shall be sound, clean, and free from debris and materials or substances. The top surface of concrete underlayment slab shall not vary more than one half (1/2) inch from its proposed elevation.

c. Cast in place concrete shall match the thickness of the surrounding concrete base. This work shall be in accordance with the applicable portions of Section 353 of the Standard Specifications. Weep holes may be required and shall be done as directed by the City Engineer.

d. Sand shall be spread over the granular and underlayment base as a setting bed for pavers. Sand shall be leveled to required slope and grade. Minimum thickness of sand shall be 1". Maximum 1-1/2" (after compaction and vibrating) on granular, ¾" on underlayment. Bed shall not be compacted until pavers are installed.

e. Surface tolerance shall be within ¼" inch of required grade as measured with a straightedge in both transverse and longitudinal directions.

B. Sand Setting Bed Preparation

a. 1.Sand shall be spread over the granular and underlayment base as a setting bed for pavers. Sand shall be leveled to required slope and grade. Minimum thickness of sand shall be 1". Maximum 1-1/2" (after compaction and vibrating) on granular, ¾" on underlayment. Bed shall not be compacted until pavers are installed.

b. 2. Surface tolerance shall be within ¼" inch of required grade as measured with a 10 foot straightedge in both transverse and longitudinal directions.

C. Paver cutting (when required)

a. To reduce dust during paver installation, pavers shall only be cut using wet cutting saws or dry saws with a self-contained vacuum system (at saw blade). No dry cutting (without vacuum system) will be permitted.

i. Contractor is encouraged to shop cut standard shapes required in the installation of the paver system such as standard bevel cuts, angles and other frequently used pieces.

ii. If pavers are wet cut, the Contractor shall clean daily adjacent horizontal and vertical surfaces of all slurry, debris and over spray created by wet cutting operations.

iii. If pavers are dry cut, the Contractor shall maintain such system to optimize its performance by changing or emptying filter bags, or other required activities.

b. Pavers shall be cut radially when joints between pavers on curves exceed 1/8 inch.

c. Radial cut pavers shall be created by trimming both sides of paver. Cutting on only one side of a radial paver is not acceptable.

d. The following cutting criteria shall apply:

i. Pavers with large chips in them shall not be used if they would be visible. Large chips are defined as any paver where the chipped edge exceeds 1-1/4" along any one edge (visible to view).

D. Paver Installation

a. Setting bed shall be protected from damage prior to setting pavers.

b. Pavers shall be set on sand setting bed. Setting shall be done by competent workers under adequate supervision and in accordance with manufacturer's recommendations.

c. Pavers with chips, cracks, or other structural or aesthetic defects or those rejected by the Engineer shall not be used.

d. Pavers shall be set true to the required lines and grades in the pattern detailed on the Plans. Begin all paver alignment and layout parallel to the back of curb. Cut pavers on building side of paver fields. Pavers shall be loosely butted together and gapped with joints a minimum 1/16 inch and a maximum 1/8 inch wide. The clay pavers are modular to each other. Unless otherwise approved by the City Engineer, the joints of all clay pavers shall align with each other where they would dimensionally meet on the same line. There shall be no raised edges, either on the pavers or materials adjacent to the pavers that could allow someone to trip. The tolerance for such edges shall be 0" – 1/8" maximum in range.

e. After a sufficient area of pavers has been installed, the pavers shall be compacted by running a mechanical vibratory compactor over the paved surface until the pavers are uniformly leveled, true to grade, and totally immobilized.

f. Where required, pavers shall be accurately cut with a masonry or concrete saw. Cut edges shall be plumb and straight. Scoring and mechanical breaking shall not be acceptable.

g. Joints between pavers shall be filled by sweeping sharp sand into the joints. When joints are filled, paver surfaces shall be swept clean of sand.

h. Paver edgings shall be installed per manufacturer's recommendations.

i. Paver border design and brick layout will be consistent with Second Street pavers between Central and Park Avenues.

E. Cleaning of paved surface

a. After completion of the unit pavers, paver installation area shall be thoroughly swept clean and surfaces shall be left unsoiled. Where required by the Engineer, surfaces shall be cleaned with water or an approved cleaner.

REVISIONS			DATE
ISSUE	1	ISSUED FOR PERMIT	11-17-25
	2	REVISED PER PUD REVIEW	12-12-25
	3	REVISED PER PUD RE-REVIEW	1-2-26

PROJECT STAFF

PROJECT MANAGER:	W. HEPBURN, P.E.
ENGINEER:	
ARCHITECT:	
TECHNICIAN:	
DRAFTSMAN:	

BCI
BONO CONSULTING CIVIL ENGINEERS
A Sweet & Maher Engineers company
1018 BLISS LANE, SUITE 116
AURORA, IL 60504
PARK RIDGE, IL 60068
(847) 692-2000
hwilson@bonoconsulting.com
bbono@bonoconsulting.com
DESIGN FIRM NO. 184.006891-0002

SME
SWEET & MAHER ENGINEERS
ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE
4 Blanchard Road, PO Box 85A, Cumberland, Maine 04021
Phone 207.829.5016 • Fax 207.829.5692 • sme-engineers.com

PUBLIC IMPROVEMENTS EXHIBIT
NEW CONDO BUILDING
734 CENTRAL AVE., HIGHLAND PARK, IL

COPYRIGHT:
THIS DRAWING SHALL NOT BE USED, REPRODUCED, MODIFIED OR SOLD EITHER WHOLLY OR IN PART, EXCEPT WHEN AUTHORIZED IN WRITING BY THE ENGINEER.

PROJECT NO.:	241633
BASE FILE:	
SHEET FILE:	
ISSUE DATE:	FEB. 21, 2025
SCALE:	1"=10'-0

SHEET NUMBER
EX-P

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 One Realty Group LLC (the "Customer").

Drafts under this Letter of Credit shall 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 shall be in the form attached as Exhibit "A" and shall 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 One Realty Group LLC (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 has 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 shall expire 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 shall 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 shall be extended as shall be 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 shall be 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 shall 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 shall be 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 shall control. This Letter of Credit shall be 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 shall, 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 Subdivision and Development Agreement dated _____, 20___ by and between the City and 734 Central 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 734 Central 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 Subdivision and Development Agreement dated _____, 20____ by and between the City and 734 Central 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 Subdivision and Development Agreement dated _____, 20____ by and between the City and 734 Central LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT D

INSURANCE REQUIREMENTS

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 Arlington Heights, including its Mayor, Board of Trustees, 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.

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"***), 734 Central 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.

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:

734 CENTRAL 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 **734 CENTRAL 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 _____, 201_, 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

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 Platinum Premier Homes, (*"**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 an 11 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 65 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 _____, 2026, by _____, the _____ of _____.

_____
Signature of Notary

SEAL

EXHIBIT A

Legal Description

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