

**City Council Meeting
City Hall
1707 St Johns Avenue,
Highland Park, IL 60035
April 27, 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 meeting portal.

The City encourages individuals to sign-up for its enews for important information from the City by visiting 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 April 13, 2026
- B. Approval of the Minutes of the Closed Session of the Regular Meeting of the City Council on April 13, 2026

V. Approval of Warrant List

- A. Warrant List and Wire Transfers from April 03, 2026 to April 16, 2026.

VI. Report of Mayor

- A. Proclamations

- May is Jewish American Heritage Month
- May is Highland Park Bike Month
- May is Building Safety Month

B. Other Business

- International Compost Awareness Week is May 3 to May 9, 2026
- Recognition of Student Commissioners Graduating Class of 2026

VII. Business from the Council

- A. Business & Economic Development Advisory Group - Councilmember Bruckman
- B. Sustainability Advisory Group - Councilmember Blumberg

VIII. Business from City Staff

- A. 2026 Major Projects Workplan - Q1 Report

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

X. Omnibus

Administration

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

1. An Ordinance Amending the Intergovernmental Agreement Establishing the Solid Waste Agency of Lake County, Illinois
2. A Resolution Entering Into a Food & Beverage Interior Improvement Grant for Katy The Butcher LLC (1954 First Street)
3. A Resolution Entering into an Exterior Improvement Grant for Lake Cook/Skokie LLC d/b/a Rmarts Shell North Shore (10 Skokie Valley Road)
4. A Resolution entering into an Exterior Improvement Grant for Gemini Designs LLC (1316 Old Skokie Road)

Public Works

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

5. A Resolution Approving the Award of the 2026 Snow Hauling Program Contract to D&A Enterprises, Inc., of Highland Park, Illinois
6. A Resolution Rejecting the Bids Received for a Contract for the Lead Service Line Replacement (Phase II) Project

Community Development

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

7. A Resolution Approving Agreements for Property Management, Operation, and Maintenance Services for the Peers Housing Association, the Ravinia Housing Association, and the Sunset Wood Association

8. A Resolution Approving a Public Right-of-Way Use License Agreement Between the City of Highland Park and Ezee Fiber Texas, LLC for Installation of Fiber Optic Communications Facilities

XI. Items Removed From Omnibus Vote Consideration

XII. Other Business

Community Development

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

- A. An Ordinance Designating the Property at 273 Sheridan Road a Local Landmark

XIII. Closed Session

- A. 5 ILCS 120/2(C)(1) - Personnel

XIV. Adjournment

Staff Report



Meeting Date: April 27, 2026

Staff Contact: Ashley Palbitska, Assistant to the City Manager/Deputy City Clerk

Department: City Manager's Office

Title: Approval of the Minutes of the Regular Meeting of the City Council Held on April 13, 2026

Recommendation:

For the City Council's approval are the minutes of the Regular Meeting of the City Council held on April 13, 2026.

Attachments:

1. MIN CC 4-13-2026

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

MEETING DATE: April 13, 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, Ross, Tapia, Lidawer

Absent: Councilmember Blumberg

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

Also Present: Corporation Counsel Elrod

III. Pledge of Allegiance

IV. Approval of Minutes

A. Approval of the Minutes of the Rescheduled Regular Consolidated Meeting of the City Council Held on March 30, 2026

Councilmember Lidawer moved to approve the Minutes of the Rescheduled Regular Consolidated Meeting of the City Council Held on March 30, 2026. Councilmember Bruckman seconded the motion. Upon a voice vote, the Mayor declared the motion Passed (6 - 0).

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

V. Approval of Warrant List

A. Warrant List and Wire Transfers from March 20, 2026 to April 02, 2026

Councilmember Tapia moved to approve the Warrant List. Councilmember Lidawer seconded the motion. Upon a roll call vote, the Mayor declared the motion Passed (6 - 0).

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

VI. Report of Mayor

Mayor Rotering noted that item 2 on the omnibus agenda was being removed from consideration.

A. **Appointments**

Kristi McCaulou, Police Pension Board Reappointment, 5/12/2026 - 5/11/2028

Mayor Rotering sought consensus from the Council regarding the appointment of Finance Director McCaulou to the Police Pension Board with a term of 5/12/2026 - 5/11/2028.

The Council was in consensus.

B. **Proclamations**

In Support of Tree City USA / Arbor Day Programs

Mayor Rotering proclaimed support for the City's award of Tree City USA and noted Arbor Day will take place on Saturday, April 25, 2026.

National Crime Victims' Rights Week, April 19 - 25, 2026

Mayor Rotering proclaimed April 19-25, 2026 as National Crime Victims' Rights Week.

C. **Other Business**

Volunteer Appreciation Week

Mayor Rotering recognized the week of April 20, 2026, as Volunteer Appreciation Week. She provided information on the upcoming Highland Park Awards that is taking place on Thursday, April 23, 2026.

April is Blue Kids Month

Mayor Rotering noted April as Blue Kids Month.

Officer Seynos provided more information on this initiative and presented information in English and Spanish.

VII. Business from the Council

- A. Transportation Advisory Group Report - Councilmember Lidawer
Councilmember Lidawer provided an update on the work of the Transportation Advisory Group.
- B. Zoning Board of Appeals Report - Councilmember Center
Councilmember Center provided an update on the work of the Zoning Board of Appeals.

VIII. Business from City Staff

- A. Fire Department Strategic Plan Report, 2026-2028
City Manager Neukirch introduced the Fire Department Strategic Plan and introduced Fire Chief Schrage and Management Analyst Cheryl Smith.

Fire Chief Schrage provided highlights of the Fire Department's strategic plan for 2026–2028.

The Council, City Manager Neukirch and Chief Schrage discussed the increase in calls over the last 10 years, technology and potential use of AI, and community feedback.

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

Assistant to the City Manager Palbitska provided opening comments regarding Business from the Public.

There was no Business from the Public.

X. Omnibus

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

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

Administration

1. Adoption of a Resolution (R48-2026) by omnibus vote consideration titled, “A Resolution entering into an Exterior Improvement Grant for Viaggio Highland Park Inc. d/b/a Nico Restaurant (581 Roger Williams)”.

XI. Closed Session

Councilmember Lidawer moved the Council to close its meeting to the public, pursuant to the following cited section of the Illinois Open Meetings Act (5 ILCS 120/2(c)), for the purposes of, (i) probable litigation (5 ILCS 120/2(c)(11)); and (ii) lease of property (5 ILCS 120/2(c)(6)). Councilmember Tapia seconded the motion. On a roll call vote, the Mayor declared the motion passed unanimously.

At 8:14 PM, the Council recessed the public portion of the meeting to meet in Closed Session.

At 8:45 PM, Mayor Rotering reconvened the open session of the City Council meeting.

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

Absent: Councilmember Blumberg

Staff Present: City Manager Neukirch, Public Works Director Bannon, Assistant to the City Manager Palbitska

Also Present: Corporation Counsel Elrod

XII. Adjournment

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

The City Council adjourned its meeting at 8:45 PM.

Respectfully Submitted,

Ashley Palbitska
Assistant to the City Manager/Deputy City Clerk

Staff Report



Meeting Date: April 27, 2026

Staff Contact: Ashley Palbitska, Assistant to the City Manager/Deputy City Clerk

Department: City Manager's Office

Title: Approval of the Minutes of the Closed Session of the Regular Meeting of the City Council on April 13, 2026

Recommendation:

For the City Council's approval are the minutes of the Closed Session of the Regular Meeting of the City Council held on April 13, 2026.

Attachments:

1. MIN CCCS 4-13-2026

Staff Report



Meeting Date: April 27, 2026

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

Department: Finance Department

Title: Warrant List and Wire Transfers from April 03, 2026 to April 16, 2026.

Recommendation:

Staff recommends approval of the warrant list and wire transfers for April 03, 2026 to April 16, 2026 in the amounts of \$2,146,102.24 and \$183,234.49 respectively, for total disbursement of \$2,329,336.73.

	Dates	Amount
Warrants:		
Warrant List 1 (Detail Attached)	April 03, 2026 - April 09, 2026	\$293,720.87
Warrant List 2 (Detail Attached)	April 10, 2026 - April 16, 2026	\$664,550.49
Subtotal Warrants (Detail Attached)		\$958,271.36
Payroll	Pay Period: March 16, 2026 - March 29, 2026 Check Date: April 03, 2026	\$1,187,830.88
Total Warrants & Payroll		\$2,146,102.24
IMRF Retirement Fund	April 3, 2026	\$134,181.79
CCMSI Workers Comp Claims	April 6, 2026	\$1,274.93
CCMSI Workers Comp Claims	April 13, 2026	\$999.43
United Parcel Service	April 9, 2026	\$14.25
United Parcel Service	April 16, 2026	\$15.87
West Government Services	April 9, 2026	\$581.70
MacQueen Equipment Group	April 9, 2026	\$177.56
Williams Scotsman	April 16, 2026	\$168.00
Baker Tilly Audit Fieldwork	April 16, 2026	\$31,000.00
J.P. Morgan Chase Commercial Card	April 16, 2026	\$14,820.96
Total Wires		\$183,234.49
Total Submitted for Approval		\$2,329,336.73

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 April 03, 2026 to April 16, 2026. PDF

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421855	04/09/26	33449	ADVOCATE OCCUPATIONAL HEALTH	45528	20261048	PRE-EMPLOYMENT DRUG SCREENS	HLTH	\$463.00
							Total	\$463.00
421856	04/09/26	14419	AIR ONE EQUIPMENT	45504	20261329	SUPPLIES FIRE HELMETS	FD	\$1,322.00
							Total	\$1,322.00
421857	04/09/26	38615	ALFRED BENESCH	45498	20260665	ST JOHNS BRIDGE	ENG	\$15,445.09
							Total	\$15,445.09
421858	04/09/26	15184	AVALON PETROLEUM	45441	20260278	UNLEADED FUEL	FLEET	\$30,513.60
							Total	\$30,513.60
421859	04/09/26	21972	BEAVER SHREDDING	45535	20260052	BEAVER SHREDDING SERVICES	PD	\$85.00
							Total	\$85.00
421860	04/09/26	120	BERNARDI AUTO	45540	20261491	CSO VEHICLE TOW	PD	\$180.00
							Total	\$180.00
421861	04/09/26	35782	BITTER JESTER FOUNDATION	45496	20261422	SPONSORSHIPS MUSIC FESTIVAL 2026	CMO	\$24,999.00
							Total	\$24,999.00
421862	04/09/26	29404	CCMSI	45563	20260831	PROPERTY CASUALTY DEDUCTIBLES	FIN	\$7,151.34
							Total	\$7,151.34
421863	04/09/26	39085	CHC WELLNESS	45529	20261061	WELLNESS MANAGEMENT FEE	HLTH	\$4,585.00
							Total	\$4,585.00
421864	04/09/26	36950	CHRISTINA EARLE	45544	20261470	R - REIMBURSEMENT PROGAM SUPPLIES	SNR	\$75.73
							Total	\$75.73
421865	04/09/26	33433	CHRISTOPHER B. BURKE	45520	20261059	BIANNUAL BRIDGE INSPECTION	ENG	\$4,429.00
				45521	20260306	BBD BLUEGRASS ALLEY	ENG	\$1,450.00
							Total	\$5,879.00
421866	04/09/26	33433		45473	20261065	ENG SERVICE	FACIL	\$8,494.50
							Total	\$8,494.50
421867	04/09/26	23349	CINTAS #22	45446	20260001	UNIFORM RENTAL	WP	\$63.94
							Total	\$63.94
421868	04/09/26	23349		45395	20260237	UNIFORM RENTAL	FLEET	\$100.69
				45396	20260195	UNIFORM RENTAL	TRNST	\$15.69
				45397	20260400	UNIFORM RENTAL	FACIL	\$31.18

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				45398	20260417	UNIFORM RENTAL	SEWER	\$84.97
				45399	20260365	UNIFORM RENTAL	SEWER	\$95.82
				45400	20260366	UNIFORM RENTAL	SEWER	\$77.02
				45505	20260158	UNIFORM RENTAL	FD	\$13.35
							Total	\$418.72
421869	04/09/26	2020	CIORBA GROUP	45501	20260648	SHERIDAN	ENG	\$3,928.86
							Total	\$3,928.86
421870	04/09/26	31544	CIVICPLUS	45497	20260005	MUNICODE SUPPLEMENT HOSTING	CLRK	\$1,427.74
							Total	\$1,427.74
421871	04/09/26	14137	CIVILTECH ENGINEERING	45522	20261325	FLOOD PLAIN ASSESSMENT	ENG	\$1,521.90
							Total	\$1,521.90
421872	04/09/26	26496	COMCAST CABLE	45532	20260049	MONTHLY CONVERTER BOXES	PD	\$42.29
							Total	\$42.29
421873	04/09/26	11799	COMMISSION LAKE COUNTY STORMWATER	45502	20261457	JUDSON AVE REF SMC-WDP-26-779 INV-00108660	ENG	\$960.00
							Total	\$960.00
421874	04/09/26	11799		45503	20261457	JUDSON AVE BR SMC-WDP-26-779 INV00108659	ENG	\$2,200.00
							Total	\$2,200.00
421875	04/09/26	17436	COMMUNITY PETTY CASH	45493	20261499	R - PETTY CASH	PLAN	\$161.85
							Total	\$161.85
421876	04/09/26	33260	CONSTELLATION	45555	20260300	NATURAL GAS	WP	\$9,458.81
							Total	\$9,458.81
421877	04/09/26	14821	CORE MAIN	45472	20260367	SUPPLIES	SEWER	\$1,119.04
							Total	\$1,119.04
421878	04/09/26	233	CRAFTWOOD LUMBER	45561	20260877	SUPPLIES	FD	\$36.48
							Total	\$36.48
421879	04/09/26	38996	DIVERSIFIED INSPECTIONS	45422	20260238	INSPECTIONS	FLEET	\$2,036.79
							Total	\$2,036.79
421880	04/09/26	36349	DJS SCUBA LOCKER	45506	20260725	EQUIPMENT	FD	\$1,572.96
				45508	20260725	EQUIPMENT	FD	\$2,203.94
							Total	\$3,776.90

Warrant List
City of Highland Park

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421881	04/09/26	23105	EJ EQUIPMENT	45414	20261424	PARTS VAC-CON	FLEET	\$673.01
				45415	20261424	PARTS VAC-CON	FLEET	\$246.07
				45416	20261424	PARTS VAC-CON	FLEET	\$365.98
				Total				\$1,285.06
421882	04/09/26	16005	EL-COR INDUSTRIES	45418	20261372	PARTS	FLEET	\$90.12
				45425	20261372	PARTS	FLEET	\$292.32
				Total				\$382.44
421883	04/09/26	39582	ERIC PARFENOFF	45568	20261286	R - REIMBURSEMENT ICC LEGAL MODULE	BLDG	\$170.00
							Total	\$170.00
421884	04/09/26	405	FEDEX	45547	20261508	SHIPPING CHARGES	CS	\$40.84
				45550	20261185	POSTAGE	PD	\$20.35
				45553	20261307	UB ERP SHIPPING FEE	FIN	\$91.19
				Total				\$152.38
421885	04/09/26	35589	FERGUSON US HOLDINGS	45471	20261426	SUPPLIES	WTRDS	\$4,383.00
							Total	\$4,383.00
421886	04/09/26	19204	PARAMEDIC SERVICES ILLINOIS	45477	20260452	R - PLAN REVIEW SERVICES	PLAN	\$330.00
				45478	20260452	R - PLAN REVIEW SERVICES	PLAN	\$500.00
				45479	20260452	R - PLAN REVIEW SERVICES	PLAN	\$1,280.00
				45480	20260452	R - PLAN REVIEW SERVICES	PLAN	\$2,707.50
				45481	20260452	R - PLAN REVIEW SERVICES	PLAN	\$285.00
				45482	20260452	R - PLAN REVIEW SERVICES	PLAN	\$1,280.00
				45483	20260452	R - PLAN REVIEW SERVICES	PLAN	\$795.00
				45484	20260452	R - PLAN REVIEW SERVICES	PLAN	\$295.00
				45485	20260452	R - PLAN REVIEW SERVICES	PLAN	\$295.00
				45486	20260452	R - PLAN REVIEW SERVICES	PLAN	\$1,305.00
				45487	20260452	R - PLAN REVIEW SERVICES	PLAN	\$310.00
				45488	20260452	R - PLAN REVIEW SERVICES	PLAN	\$1,280.00
				45489	20260452	R - PLAN REVIEW SERVICES	PLAN	\$295.00
				45490	20260452	R - PLAN REVIEW SERVICES	PLAN	\$1,480.00
				45491	20260452	R - PLAN REVIEW SERVICES	PLAN	\$550.00
				Total				\$12,987.50

Warrant List
City of Highland Park

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421887	04/09/26	39479	FLOCK GROUP	45537	20260295	FLOCK SYSTEM LEASE	PD	\$33,610.00
							Total	\$33,610.00
421888	04/09/26	25450	FOX VALLEY FIRE SAFETY	45431	20260260	R - FIRE SUPPRESSION	TRNST	\$804.00
							Total	\$804.00
421889	04/09/26	23546	GALE CERABONA	45492	20260524	ZBA MINUTE TAKER	PLAN	\$265.00
							Total	\$265.00
421890	04/09/26	40019	GENUINE PARTS	45401	20260484	OIL FLUID SERVICES	FLEET	\$52.68
				45402	20260484	OIL FLUID SERVICES	FLEET	\$10.90
				45403	20260484	OIL FLUID SERVICES	FLEET	\$2.90
				45404	20260675	PARTS	FLEET	\$6.83
				45405	20260675	PARTS	FLEET	\$58.12
				45406	20260675	PARTS	FLEET	\$152.38
				45407	20260675	PARTS	FLEET	(\$76.19)
				45408	20260675	PARTS	FLEET	\$58.12
				45409	20260675	PARTS	FLEET	\$11.22
				45410	20260675	PARTS	FLEET	\$121.12
				45429	20260261	R - PARTS SUPPLIES PACE BUS	TRNST	\$312.69
				45432	20260484	OIL FLUID SERVICES	FLEET	\$110.80
				45433	20260484	OIL FLUID SUPPLIES	FLEET	(\$110.80)
				45434	20260484	OIL FLUID SUPPLIES	FLEET	\$69.25
				45435	20260675	PARTS	FLEET	\$334.44
				45436	20260675	PARTS	FLEET	(\$473.60)
				45437	20260675	PARTS	FLEET	(\$66.23)
							Total	\$574.63
421891	04/09/26	37548	GFL ENVIRONMENTAL USA	45420	20260215	CLEANING SERVICES	FLEET	\$899.91
							Total	\$899.91
421892	04/09/26	13888	GORDON FLESCH	45526	20260603	MULTI-FUNCTION COPIERS	CS	\$2,542.48
							Total	\$2,542.48
421893	04/09/26	39930	HI FI EVENTS	45495	20261420	EVENT ENOYHP EVENT STAGE	CMO	\$10,102.50
							Total	\$10,102.50
421894	04/09/26	474	HIGHLAND PARK ELECTRIC	45454	20260788	LIGHTING MAINTENANCE	STR	\$150.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				45554	20260788	LIGHTING MAINTENANCE	STR	\$600.00
							Total	\$750.00
421895	04/09/26	1326	HIGHLAND PARK FORD	45426	20260248	PARTS	FLEET	\$64.35
				45427	20260248	PARTS	FLEET	\$383.57
				45428	20260248	PARTS	FLEET	\$387.20
				45509	20260476	SUPPLIES	FD	\$5.96
				45510	20260476	SUPPLIES	FD	\$29.80
				45533	20260357	FLEET VEHICLE PARTS	PD	\$92.18
				45534	20261173	OUTSIDE REPAIRS	PD	\$984.52
							Total	\$1,947.58
421896	04/09/26	18549	ICMA-INTERNATIONAL CITY	45556	20261410	ICMA MEMBERSHIP DUES	CLRK	\$200.00
							Total	\$200.00
421897	04/09/26	40003	ILLINOIS ECONOMIC DEVELOPMENT	45560	20261227	IEDA SUMMIT REGISTRATION	CMO	\$249.00
							Total	\$249.00
421898	04/09/26	8355	ILLINOIS TACTICAL OFFICERS	45538	20261490	RAPID DEPLOYMENT INSTRUCTOR TRAINING	PD	\$860.00
				45539	20261490	RAPID DEPLOYMENT INSTRUCTOR TRAINING	PD	\$860.00
							Total	\$1,720.00
421899	04/09/26	542	INTERNATIONAL SOCIETY ARBORICULTURE	45394	20261411	SUPPLIES	FORST	\$80.92
							Total	\$80.92
421900	04/09/26	33275	JX ENTERPRISES	45430	20260199	R - PARTS SUPPLIES PACE	TRNST	\$218.66
							Total	\$218.66
421901	04/09/26	36969	KEVIN BEST	45527	20261384	R - TUITION REIMBURSEMENT	HLTH	\$785.60
							Total	\$785.60
421903	04/09/26	11901	LAKE COUNTY HOSE	45423	20260318	PARTS	FLEET	\$291.15
							Total	\$291.15
421904	04/09/26	7917	LEACH ENTERPRISES	45417	20260249	PARTS	FLEET	\$13.44
							Total	\$13.44
421905	04/09/26	38916	ACER TREE SERVICE	45453	20260468	TREE MAINTENANCE	FORST	\$450.90
							Total	\$450.90

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421906	04/09/26	2161	LUND INDUSTRIES	45514	20261266	MACHINERY EQUIPMENT	FD	\$705.51
				45515	20261408	SUPPLIES	FD	\$434.08
						Total		\$1,139.59
421907	04/09/26	39949	MATRIX IMAGING	45551	20260605	WATER BILL POSTAGE	FIN	\$2,482.40
							Total	\$2,482.40
421908	04/09/26	3027	MCMASTER CARR	45447	20260148	SUPPLIES	WP	\$344.22
							Total	\$344.22
421909	04/09/26	697	MENONI MOCOgni	45445	20261118	SUPPLIES	STR	\$412.80
				45459	20260370	SUPPLIES	SEWER	\$161.75
				45470	20260114	SUPPLIES	WTRDS	\$141.00
						Total		\$715.55
421910	04/09/26	697		45517	20261447	EDUCATION TRAINING	FD	\$120.00
							Total	\$120.00
421911	04/09/26	39940	MES I ACQUISITION	45518	20261353	EQUIPMENT	FD	\$515.00
							Total	\$515.00
421912	04/09/26	37438	MILLENNIA PROFESSIONAL	45523	20260989	MFT PROFESSIONAL SERVICES	ENG	\$1,289.79
							Total	\$1,289.79
421913	04/09/26	749	MUTUAL ACE HARDWARE	45424	20260184	PARTS	FLEET	\$8.99
				45456	20260228	SUPPLIES	STR	\$68.29
				45519	20261434	SUPPLIES	FD	\$8.31
				45562	20261434	SUPPLIES	FD	\$24.27
						Total		\$109.86
421914	04/09/26	1396	NORTH SHORE WATER RECLAMATION DISTRICT	45565	20260303	FY2025 SEWER FEES	WP	\$5,631.48
							Total	\$5,631.48
421915	04/09/26	37832	NORTHSHORE TRUCK EQUIPMENT	45421	20260253	PARTS	FLEET	\$20.00
							Total	\$20.00
421916	04/09/26	33907	NORTHWEST TRUCKS	45412	20260252	PARTS	FLEET	\$2,608.85
				45413	20260252	PARTS	FLEET	\$99.90
				45438	20260252	PARTS	FLEET	\$183.99
						Total		\$2,892.74

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421917	04/09/26	807	NORTHWESTERN UNIVERSITY CENTER PUBLIC SAFETY	45564	20261500	EXECUTIVE MANAGEMENT COURSE CURRAN	PD	\$2,800.00
							Total	\$2,800.00
421918	04/09/26	33910	ON TIME EMBROIDERY	45524	20261234	UNIFORM SUPPLIES	FD	\$738.00
							Total	\$738.00
421919	04/09/26	38930	PACE ANALYTICAL	45448	20260847	PROFESSIONAL SERVICES	WP	\$94.00
							Total	\$94.00
421920	04/09/26	837	PARK DISTRICT HIGHLAND PARK	45494	20260678	FY2025 LOT 4 2026 SHARED TRUE UP	CMO	\$40,645.08
							Total	\$40,645.08
421921	04/09/26	40385	PLATINUM HOMES	45552	20261462	R - HYDRANT METER DEPOSIT	FIN	\$3,000.00
							Total	\$3,000.00
421922	04/09/26	553	RADI-LINK	45419	20261287	PARTS	FLEET	\$2,370.00
							Total	\$2,370.00
421923	04/09/26	40386	SANDY SIMON	45545	20261471	FY2025 R - REIMBURSEMENT PROGAM SUPPLIES	SNR	\$35.88
							Total	\$35.88
421924	04/09/26	11611	SDS HOLDINGS	45455	20261437	UNIFORM SUPPLIES	FORST	\$239.86
				45476	20260146	UNIFORM SUPPLIES	WP	\$300.00
							Total	\$539.86
421925	04/09/26	34941	SIGNATURE TRANSPORTATION	45541	20260826	R - EXCURSIONS TRANSPORTATION	SNR	\$844.13
							Total	\$844.13
421926	04/09/26	34941		45542	20260826	R - EXCURSIONS TRANSPORTATION	SNR	\$989.20
							Total	\$989.20
421927	04/09/26	992	STANDARD INDUSTRIAL	45442	20260173	INSPECTIONS	FLEET	\$900.00
				45443	20261455	R - INSPECTIONS	TRNST	\$250.00
							Total	\$1,150.00
421928	04/09/26	1010	SUNSET FOODS	45543	20261469	R - LUNCHEON VALENTINE'S DAY	SNR	\$532.85
							Total	\$532.85
421929	04/09/26	36430	THE HOWARD E NYHART	45557	20260742	PENSION FUND ACTUARIALS	FIN	\$4,000.00
				45559	20260742	PENSION FUND ACTUARIALS	FIN	\$4,000.00
							Total	\$8,000.00
421930	04/09/26	34926	TKG ENVIRONMENTAL	45444	20261302	STREET SWEEPING	STR	\$600.00

check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	\$600.00
21931	04/09/26	1749	PATSON	45411	20261396	PARTS	FLEET	\$248.96
							Total	\$248.96
21932	04/09/26	15397	HD SUPPLY	45449	20260420	SUPPLIES	WP	\$252.75
							Total	\$252.75
21933	04/09/26	31841	USIC LOCATING	45457	20260621	UTILITY LOCATES	WTRDS	\$1,814.90
				45458	20260789	UTILITY LOCATES	WTRDS	\$9,549.44
							Total	\$11,364.34
21934	04/09/26	37564	VELAN SOLUTIONS	45536	20260024	PEER SUPPORT	PD	\$1,368.00
							Total	\$1,368.00
21935	04/09/26	38898	VERIZON	45439	20260281	GPS SERVICES	FLEET	\$783.02
							Total	\$783.02
21936	04/09/26	38896	WEX BANK	45440	20261240	WEX FUEL CARDS	FLEET	\$430.25
							Total	\$430.25
21937	04/09/26	34483	ZORO TOOLS	45450	20260149	SUPPLIES	WP	\$23.52
				45451	20260149	SUPPLIES	WP	\$94.49
				45452	20260149	SUPPLIES	WP	\$16.02
				45525	20261445	SUPPLIES	FD	\$52.16
							Total	\$186.19
							Total	\$293,720.87

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
696	04/09/26	37935	MACQUEEN EQUIPMENT	45516	20261400	PARTS	FD	\$177.56
							Total	\$177.56
697	04/09/26	2527	UNITED PARCEL SERVICE	45469	20260034	SHIPPING FEES	WP	\$14.25
							Total	\$14.25
698	04/09/26	30071	WEST GOVERNMENT	45569	20260124	CLEAR INVESTIGATIVE SOFTWARE	PD	\$581.70
							Total	\$581.70
							Total	\$773.51

vchlist
04/16/2026 8:46:42AM

Warrant List
City of Highland Park

Page: 1

Bank code : aphpbt

Warrant	Date	Vendor	Invoice	PO #	Description/Account	Amount
296592	4/16/2026	039113	BARRY JOHN	Ref000290268	UB REFUND 1060 LIVINGSTON ST	41.02
Total :						41.02
296593	4/16/2026	039115	CORPORATION OF LAKE COUNTY	Ref000290269	UB REFUND 1342 FERNDAL AVE	58.17
Total :						58.17
296594	4/16/2026	039116	DEVELOPMENT MCNAUGHTON	Ref000290270	UB REFUND 2514 HIDDEN OAK	28.50
Total :						28.50
296595	4/16/2026	039112	TRUST MARYON STONE	Ref000290267	UB REFUND #001180	130.73
Total :						130.73
4 Vouchers for bank code : aphpbt					Bank total :	258.42
4 Vouchers in this report					Total vouchers :	258.42

Page: 1

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421938	04/16/26	35720	3SI SECURITY SYSTEMS	45760	20261566	TRACKING SERVICES	PD	\$360.00
							Total	\$360.00
421939	04/16/26	36934	ACME SPORTS	45730	20261204	REPLACEMENT SIG P220 SIGHTS	PD	\$245.00
							Total	\$245.00
421940	04/16/26	38352	ADVANCED CLEANING	45587	20260783	JANITORIAL SERVICES	FACIL	\$10,222.91
							Total	\$10,222.91
421941	04/16/26	40175	AETNA TRUCK PARTS	45629	20261371	PARTS	FLEET	\$819.90
							Total	\$819.90
421942	04/16/26	38636	AL WARREN OIL	45722	20261521	GREASE	FLEET	\$168.00
							Total	\$168.00
421943	04/16/26	26996	ANDERSON LOCK	45590	20261327	LOCKSMITH	FACIL	\$314.62
							Total	\$314.62
421944	04/16/26	45	RENTOKIL NORTH	45589	20260407	PEST CONTROL	FACIL	\$395.03
							Total	\$395.03
421945	04/16/26	36494	ANIMAL QUEST ENTERTAINMENT	45715	20261527	EVENT PETTING ZOO	PD	\$200.00
							Total	\$200.00
421946	04/16/26	38917	ANTARCTIC MECHANICAL	45588	20260459	LIFE SAFETY REPAIR	FACIL	\$1,817.00
							Total	\$1,817.00
421947	04/16/26	39863	AQUA DESIGNS	45648		REFUND - PLMB-2025-01143	BLDG	\$250.00
				45649		REFUND - PLMB-2025-01142	BLDG	\$250.00
							Total	\$500.00
421948	04/16/26	35650	ASHLEY PALBITSKA	45731	20261567	R - TYLER CONFERENCE REIMBURSEMENT	CLRK	\$830.34
							Total	\$830.34
421949	04/16/26	15184	AVALON PETROLEUM	45716	20260277	DIESEL FUEL	FLEET	\$34,128.50
							Total	\$34,128.50
421950	04/16/26	40388	BILL MERRILL	45460		REFUND - EXTR-2024-01286	BLDG	\$250.00
							Total	\$250.00
421951	04/16/26	28054	BRIAN SOLDANO	45749	20261493	R - MEAL REIMBURSEMENT	PD	\$25.00
							Total	\$25.00
421952	04/16/26	23349	CINTAS #22	45577	20260001	UNIFORM RENTAL	WP	\$63.94

Warrant List
City of Highland Park

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	\$63.94
421953	04/16/26	23349		45570	20260237	UNIFORM RENTAL	FLEET	\$100.69
				45571	20260195	UNIFORM RENTAL	TRNST	\$15.69
				45572	20260400	UNIFORM RENTAL	FACIL	\$31.18
				45573	20260417	UNIFORM RENTAL	SEWER	\$84.97
				45574	20260365	UNIFORM RENTAL	SEWER	\$95.82
				45575	20260366	UNIFORM RENTAL	SEWER	\$77.02
				45661	20260158	UNIFORM RENTAL	FD	\$7.65
				45712	20260048	UNIFORM RENTAL	PD	\$12.40
				45726	20260048	UNIFORM RENTAL	PD	\$6.70
								Total \$432.12
421954	04/16/26	2020	CIORBA GROUP	45660	20260670	SHERIDAN RD SIDEWALK	ENG	\$1,000.00
				45685	20260657	PED BRIDGE OVER 41	ENG	\$53,328.01
				45692	20260647	SHERIDAN	ENG	\$3,930.86
								Total \$58,258.87
421955	04/16/26	31602	CLARK BAIRD SMITH	45751	20261539	LEGAL SERVICES	CMO	\$940.00
				45752	20261539	LEGAL SERVICES	CMO	\$1,725.00
								Total \$2,665.00
421956	04/16/26	233	CRAFTWOOD LUMBER	45585	20260227	SUPPLIES	STR	\$131.95
				45591	20260401	SUPPLIES	FACIL	\$25.16
				45592	20260401	SUPPLIES	FACIL	\$13.99
				45593	20260401	SUPPLIES	FACIL	\$6.00
				45594	20260401	SUPPLIES	FACIL	\$43.68
				45615	20260227	SUPPLIES	STR	\$25.10
				45732	20260902	SUPPLIES	FD	\$1.88
				45733	20260902	SUPPLIES	FD	\$2.20
				45734	20260902	SUPPLIES	FD	\$62.32
								Total \$312.28
421957	04/16/26	39447	CREDIT SERVICE INTERNATIONAL	45695	20261529	COLLECTIONS FEE DUE	FIN	\$14.25
							Total	\$14.25
421958	04/16/26	11789	DENNY'S RESTAURANTS	45683	20260934	EMERGENCY CREW MEAL	STR	\$95.84

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	\$95.84
421959	04/16/26	23105	EJ EQUIPMENT	45631	20261424	PARTS VAC-CON	FLEET	\$663.85
							Total	\$663.85
421960	04/16/26	31273	FERGUSON WATERWORKS	45610	20261427	SUPPLIES	WTRDS	\$1,729.49
							Total	\$1,729.49
421961	04/16/26	33100	FOSTER COACH SALES	45735	20261176	SUPPLIES	FD	\$637.83
				45738	20261409	PARTS	FD	\$104.06
				45739	20261409	PARTS	FD	\$858.36
				45740	20261431	SUPPLIES	FD	\$131.56
				45742	20261452	SUPPLIES	FD	\$43.82
							Total	\$1,775.63
421962	04/16/26	23546	GALE CERABONA	45656	20260438	MINUTE TAKER SERVICES	PLAN	\$265.00
							Total	\$265.00
421963	04/16/26	40159	GE VERNOVA ELECTRIFICATION SOFTWARE HOLDINGS	45576	20260302	SOFTWARE SERVICES	WP	\$14,370.59
							Total	\$14,370.59
421964	04/16/26	40019	GENUINE PARTS	45612	20260261	R - PARTS SUPPLIES PACE BUS	TRNST	\$65.56
				45613	20260261	R - PARTS SUPPLIES PACE BUS	TRNST	\$77.44
				45614	20260675	PARTS	FLEET	\$42.65
				45616	20260484	OIL FLUID	FLEET	\$37.35
				45617	20260484	OIL FLUID	FLEET	(\$71.89)
				45618	20260484	OIL FLUID	FLEET	\$105.35
				45619	20260675	PARTS	FLEET	\$10.90
				45620	20260484	OIL FLUID	FLEET	\$70.24
				45621	20260675	PARTS	FLEET	\$839.84
				45622	20260675	PARTS	FLEET	\$15.84
				45623	20260675	PARTS	FLEET	(\$13.24)
				45624	20260675	PARTS	FLEET	\$22.09
				45702	20260484	OIL FLUID	FLEET	\$186.38
				45704	20260675	PARTS	FLEET	\$124.11
				45705	20260675	PARTS	FLEET	\$227.61
				45707	20260675	PARTS	FLEET	\$130.37

Warrant List
City of Highland Park

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				45708	20260675	PARTS	FLEET	(\$56.00)
				45710	20260675	PARTS	FLEET	\$57.61
				45723	20260347	PARTS	PD	\$15.80
				45724	20260347	PARTS	PD	\$36.96
				45725	20260347	PARTS	PD	\$36.38
								Total
21965	04/16/26	37548	GFL ENVIRONMENTAL	45630	20260215	CLEANING SERVICES	FLEET	\$389.85
				45717	20260215	CLEANING SERVICES	FLEET	\$310.24
				45719	20261543	CLEANING SERVICES	FLEET	\$1,125.71
								Total
21966	04/16/26	22533	GRAINGER	45633	20260316	PARTS	FLEET	\$97.62
				45650	20260374	SUPPLIES	SEWER	\$674.57
								Total
21967	04/16/26	6794	H-O-H CHEMICALS	45684	20261174	SUPPLIES	WP	\$927.45
								Total
21968	04/16/26	1326	HIGHLAND PARK FORD	45743	20261138	SUPPLIES	FD	\$452.16
				45761	20261492	OUTSIDE REPAIRS	PD	\$1,075.00
								Total
21969	04/16/26	1326		45693	20261538	TWO PATROL VEHICLES	PD	\$48,273.00
								Total
21970	04/16/26	1326		45694	20261538	TWO PATROL VEHICLES	PD	\$48,273.00
								Total
21971	04/16/26	3809	HIGHLAND PARK PUBLIC	45663	20260833	REPLACEMENT TAX	FIN	\$5,328.41
				45668	20261530	Q1 2026 IMPACT FEES	FIN	\$9,434.03
								Total
21972	04/16/26	29018	HOME DEPOT CREDIT	45595	20260398	SUPPLIES	FACIL	\$319.73
								Total
21973	04/16/26	18478	IDLEWOOD ELECTRIC	45596	20260408	SUPPLIES	FACIL	\$92.57
								Total
21974	04/16/26	36312	IL DEPT NATURAL RESOURCES	45690	20260842	SUPPLIES	FORST	\$457.00
								Total

Page 26 of 237

Page: 6 Page 27 of 237

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
22001	04/16/26	749	MUTUAL ACE HARDWARE	45583	20260228	SUPPLIES	STR	\$66.58
				45586	20260011	SUPPLIES	FORST	\$175.47
				45599	20260409	SUPPLIES	FACIL	\$60.55
				45600	20260409	SUPPLIES	FACIL	\$14.39
				45601	20260409	SUPPLIES	FACIL	\$53.97
				45602	20260409	SUPPLIES	FACIL	\$12.59
				45603	20260409	SUPPLIES	FACIL	\$30.19
							Total	\$413.74
22002	04/16/26	15041	NCC-PETERSON PRODUCTS	45604	20260821	SUPPLIES	FACIL	\$817.50
				45605	20260821	SUPPLIES	FACIL	\$2,254.62
							Total	\$3,072.12
22003	04/16/26	36922	NORTH SHORE AUTO SPA	45720	20260181	DETAIL SPA SERVICES	FLEET	\$11.00
				45721	20260181	DETAIL SPA SERVICES	FLEET	\$11.00
							Total	\$22.00
22004	04/16/26	1396	NORTH SHORE WATER RECLAMATION DISTRICT	45698	20261224	FY2025 UTILITY FEES	FACIL	\$2,810.34
22005	04/16/26	24170	NORTHSHORE SCHOOL DISTRICT 112	45666	20261536	Q1 2026 IMPACT FEES	FIN	\$85,213.37
22006	04/16/26	837	PARK DISTRICT HIGHLAND PARK	45669	20261534	Q1 2026 IMPACT FEES	FIN	\$74,008.37
22007	04/16/26	40397	PETER SWAN	45647		REFUND - EXTR-2024-01280	BLDG	\$500.00
22008	04/16/26	32103	PFANG MULTIMEDIA	45697	20260924	HIGHLANDER GRAPHIC DESIGN	CMO	\$3,500.00
22009	04/16/26	39016	PITNEY BOWES GLOBAL	45606	20260609	SUPPLIES	FACIL	\$102.08
22010	04/16/26	9102	POMP'S TIRE	45635	20261326	PARTS	FLEET	\$1,928.16
22011	04/16/26	16017	PORTER LEE	45718	20260050	ANNUAL SERVICE AGREEMENT	PD	\$1,455.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422012	04/16/26	40384	PRO FENCE	45607	20261436	FENCE REPAIR	FACIL	\$650.00
							Total	\$650.00
422013	04/16/26	923	MICHAEL WHITNEY DRAEGERT	45711	20260255	DOT INSPECTIONS	FLEET	\$705.00
				45713	20260167	R - SAFETY LANE TESTING PACE BUSES	TRNST	\$106.50
							Total	\$811.50
422014	04/16/26	39162	SALLY'S NUTS	45773	20261577	EVENT GIVEAWAY BEDAG FORUM	CMO	\$157.50
							Total	\$157.50
422015	04/16/26	11611	SDS HOLDINGS	45580	20260376	UNIFORM SUPPLIES	SEWER	\$300.00
				45581	20260390	UNIFORM SUPPLIES	PW	\$303.73
				45582	20260390	UNIFORM SUPPLIES	PW	\$25.00
				45636	20260419	UNIFORM SUPPLIES	STR	\$211.45
							Total	\$840.18
422016	04/16/26	675	SHARON KLIBANOW	45680	20260520	HC ACCOUNTING SERVICES	PLAN	\$416.25
							Total	\$416.25
422017	04/16/26	40396	SHELLIE COHEN	45645		REFUND - EXTR-2024-01462	BLDG	\$250.00
							Total	\$250.00
422018	04/16/26	36528	STANDARD FENCING	45642	20261532	FENCE REPAIR	FORST	\$672.00
							Total	\$672.00
422019	04/16/26	14054	STANLEY CONSULTANTS	45691	20260635	WADE AVE BRIDGE	ENG	\$1,568.65
							Total	\$1,568.65
422020	04/16/26	39377	SUNSET LAW ENFORCEMENT	45729	20261415	PRACTICE RIFLE AMMUNITION	PD	\$5,100.00
							Total	\$5,100.00
422021	04/16/26	28214	SUTTON LINCOLN	45747	20260280	MACHINERY EQUIPMENT	FD	\$47,635.00
							Total	\$47,635.00
422022	04/16/26	34926	TKG ENVIRONMENTAL	45638	20261302	STREET SWEEPING	STR	\$600.00
							Total	\$600.00
422023	04/16/26	33282	TODAY'S UNIFORMS	45762	20261366	CLOTHING	FD	\$18.95
				45763	20261366	CLOTHING	FD	\$29.90
				45764	20261366	CLOTHING	FD	\$44.85
				45765	20261366	CLOTHING	FD	\$79.95
				45766	20261366	CLOTHING	FD	\$79.95

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount	
				45767	20261366	CLOTHING	FD	\$79.98	
				45768	20261366	CLOTHING	FD	\$117.70	
				45769	20261366	CLOTHING	FD	\$263.90	
							Total	\$715.18	
22024	04/16/26	39994	TOTAL PAVING	45464		REFUND - EXTR-2024-01478	BLDG	\$250.00	
								Total	\$250.00
22025	04/16/26	1355	TOWNSHIP HIGH SCHOOL DIST #113	45667	20261535	Q1 2026 IMPACT FEES	FIN	\$33,806.23	
								Total	\$33,806.23
22026	04/16/26	39854	TRACY VIGAN	45756	20261381	R - TRAVEL REIMBURSEMENT	HLTH	\$29.10	
				45757	20261380	R - TRAVEL REIMBURSEMENT	HLTH	\$18.95	
							Total	\$48.05	
22027	04/16/26	1749	PATSON	45626	20261501	PARTS	FLEET	\$1,592.43	
				45627	20261501	PARTS	FLEET	(\$375.00)	
							Total	\$1,217.43	
22028	04/16/26	39499	TREVOR MOUNT	45753	20261244	R - TUITION REIMBURSEMENT	HLTH	\$650.00	
									Total
22029	04/16/26	22779	TYLER TECHNOLOGIES	45670	20261537	FY2025 ERP SYSTEM IMPLEMENTATION	CS	\$2,560.00	
				45671	20261537	FY2025 ERP SYSTEM IMPLEMENTATION	CS	\$5,120.00	
				45672	20261537	FY2025 ERP SYSTEM IMPLEMENTATION	CS	\$1,280.00	
				45673	20261537	ERP SYSTEM IMPLEMENTATION	CS	\$1,280.00	
				45674	20261537	ERP SYSTEM IMPLEMENTATION	CS	\$640.00	
				45675	20261537	ERP SYSTEM IMPLEMENTATION	CS	\$640.00	
				45676	20261537	ERP SYSTEM IMPLEMENTATION	CS	\$640.00	
				45677	20261537	ERP SYSTEM IMPLEMENTATION	CS	\$640.00	
				45678	20261537	ERP SYSTEM IMPLEMENTATION	CS	\$3,840.00	
				45679	20261537	ERP SYSTEM IMPLEMENTATION	CS	\$640.00	
							Total	\$17,280.00	
22030	04/16/26	40395	ULB DRY WATERPROOFING	45644		REFUND - PLMB-2026-01675	BLDG	\$500.00	
								Total	\$500.00
22031	04/16/26	37369	VIAGGIO RESTAURANT	45643		REFUND - EXTR-2026-00198	BLDG	\$150.00	
								Total	\$150.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422032	04/16/26	250	W S DARLEY	45748	20261438	SUPPLIES FIRE HOODS	FD	\$2,565.00
							Total	\$2,565.00
422033	04/16/26	17122	WAREHOUSE DIRECT	45641	20260035	SUPPLIES	WP	\$111.38
							Total	\$111.38
422034	04/16/26	34483	ZORO TOOLS	45578	20260149	SUPPLIES	WP	\$203.12
				45579	20260149	SUPPLIES	WP	\$58.22
				45608	20260527	SUPPLIES	FACIL	\$21.42
				45609	20261198	SUPPLIES	FACIL	\$2,158.99
				45632	20261522	PARTS CONVEYOR	FLEET	\$98.90
						Total	\$2,540.65	
						Total	\$664,292.07	

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
699	04/16/26	33258	BAKER TILLY	45759	20260606	FY2025 AUDIT FIELDWORK	FIN	\$31,000.00
							Total	\$31,000.00
700	04/16/26	32860	JPMORGAN CHASE MASTERCARD	45696		MARCH 2026 CREDIT CARD	FIN	\$14,820.96
							Total	\$14,820.96
701	04/16/26	2527	UNITED PARCEL SERVICE	45646	20260034	SHIPPING FEES	WP	\$15.87
							Total	\$15.87
702	04/16/26	38881	WILLIAMS SCOTSMAN	45681	20260948	STORAGE CONTAINER SCULPTURE	CMO	\$168.00
							Total	\$168.00
							Total	\$46,004.83

Staff Report



Meeting Date: April 27, 2026

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

Department: City Manager's Office

Title: May is Jewish American Heritage Month

Recommendation:

Attachments:

1. JEWISH AMERICAN HERITAGE MONTH 2026

City of Highland Park

Mayoral Proclamation

In Honor of



Jewish American Heritage Month

WHEREAS, In 1654, a small ship carrying twenty-three Jewish refugees sailed into the port of present-day New York City. Fleeing oppression and discrimination, these courageous women and men faced resistance from the colony's leaders. Nevertheless, they secured the right to remain and became the first Jewish communal presence to settle on American soil. In so doing, they expanded the frontier of religious freedoms that would help define the bedrock principles upon which this Nation was built; and

WHEREAS, During Jewish American Heritage Month, we honor these 23 refugees and the centuries of successive generations of Jewish Americans, who – shaped by their own encounters with prejudice, persecution, and the promise of a better tomorrow – have emboldened our Nation to stand up for justice, equality, and freedom; and

WHEREAS, The story of America was written, in part, by Jewish Americans who, through their words and actions, embraced the opportunity and responsibility of citizenship knowing full well that democracy is not born, nor sustained, by accident. Throughout our country's history, Jewish Americans have proudly served our Nation in uniform, in elected office, and on our Nation's highest courts. They have made enormous contributions to America's cultural, scientific, artistic, and intellectual life, and they have marched, petitioned, and boarded buses to demand civil and political rights for all — from women's rights to voting rights to workers' rights; and

WHEREAS, Three-hundred and seventy years after those 23 brave Jewish refugees arrived in America, Jewish Americans continue to help our country thrive and prosper. This month, we honor the timeless traditions, heritage, and contributions of Jewish Americans that drive our progress as a Nation each and every day.

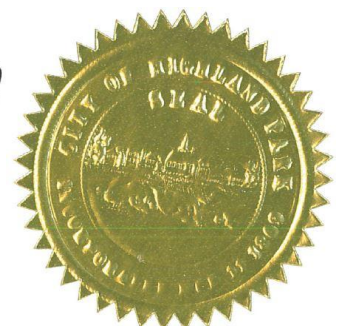
NOW, THEREFORE, I, Nancy R. Rotering, Mayor of the City of Highland Park, and the City Council of the City of Highland Park, Lake County, Illinois, do hereby declare May 2026 as

Jewish American Heritage Month

And I encourage all residents to learn more. The Highland Park Public Library will have pre-selected books, films, and music materials available for patrons of all ages. Librarians will also help to guide patrons who seek information and resources to explore and discover the rich long history and contributions of Jewish Americans. Including free access to in-library use of Ancestry.com® to learn about and understand their genealogy.

DATED this 27th day of April, 2026.


Nancy R. Rotering, Mayor





Ghida S. Neukirch, City Manager/City Clerk

Staff Report



Meeting Date: April 27, 2026

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

Department: City Manager's Office

Title: May is Highland Park Bike Month

Recommendation:

Attachments:

1. 2026 MAY IS HP BIKE MONTH

City of Highland Park Mayoral Proclamation



In Honor of

Highland Park Bike Month

WHEREAS, the month of May has been celebrated for over 65 years as National Bike Month, promoted by the League of American Bicyclists and celebrated in communities from coast to coast; and

WHEREAS, millions of Americans engage in bicycling because it is an environmentally favorable form of transportation, as well as an excellent form of recreation and physical activity; and

WHEREAS, the bicycle offers a clean, quiet, affordable, and healthy alternative to automobile commuting; and

WHEREAS, Highland Park's road and trail system attracts bicyclists each year, providing economic health, transportation, tourism, and scenic benefits; and

WHEREAS, creating a bicycling-friendly community has been shown to improve individual health, well-being, and quality of life, growing the economy, attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets and roads; and

WHEREAS, the City Council adopted the Highland Park Complete Streets Policy on December 11, 2023, which sets forth the goal of creating a safe, sustainable, attractive, and utilitarian multimodal network of streets that balances the needs of all users; and

WHEREAS, the City of Highland Park is promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities, and to improve health and safety for everyone on the road.

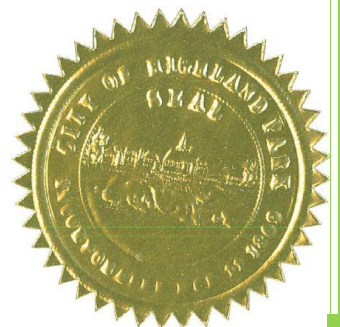
NOW, THEREFORE, I, Nancy R. Rotering, Mayor of the City of Highland Park, Lake County, Illinois, do hereby declare May 2026 as

Highland Park Bike Month

And I encourage all residents to use the bicycle safely for transportation and recreation.

DATED this 27th day of April, 2026.


Nancy R. Rotering, Mayor





Ghida S. Neukirch, City Manager & City Clerk

Staff Report



Meeting Date: April 27, 2026

Staff Contact: Archana Mohanchandra, Building Division Manager
Joel Fontane, Director of Community Development

Department: Community Development Department

Title: May is Building Safety Month
--

Recommendation:

Staff recommend recognizing May as Building Safety Month with the attached Proclamation.

Policy Consideration:

Background. The City of Highland Park recognizes that our public safety and quality-of-life depend, in part, on the quality and safety of homes, buildings, infrastructure and other structures that serve the public in everyday life and in times of natural disaster. Building Safety Month aligns with the City's core priorities through recognition that safe-guarding persons and property and enhancing the quality-of-life through building and property code enforcement is important to our community. Moreover, communications associated with initiatives like this help improve public education and safety.

Building Safety Month is an international campaign that takes place each May to raise awareness about building safety, energy conservation, disaster resilience and water safety. It is sponsored by the International Code Council to remind public and our community about the critical role of our local code professionals in helping ensure a safe, energy efficient, well maintained, and high-quality built environment for all. Among the goals of Building Safety Month is to educate the community on how building codes help keep the community safe.

City staff are here to help residents and tenants understand the building safety issues associated with any project or building. Each year Community Development's - Building Division examines hundreds of construction plans, issues thousands of permits, and conducts thousands of inspections to ensure building and life safety. The Building Division also investigates code violation complaints in response to quality-of-life concerns.

This year's theme is "Built to Last", which consists of the following weekly subthemes:

- ***Week 1: Safe Homes, Strong Communities (May 1–10)*** focuses on simple actions homeowners can take to improve safety at home
- ***Week 2: Voices of the Built Environment (May 11–17)*** spotlights building safety professionals and the roles they play in keeping communities safe.
- ***Week 3: Prepared to Protect (May 18–24)*** encourages community preparedness and highlights how disaster-resilient building codes protect people and property.
- ***Week 4: Communities Without Limits (May 25–31)*** showcases the importance of accessibility in building construction and design.

The attached proclamation recognizes the month of May as Building Safety Month, and celebrates this year's theme of "Built to Last"!

For more about Building Safety Month please visit the [Built-To-Last](https://www.iccsafe.org/advocacy/building-safety-month/about-building-safety-month/) at:

<https://www.iccsafe.org/advocacy/building-safety-month/about-building-safety-month/>

Core Priorities:

Public Safety, Infrastructure Investment & Environmental Sustainability. Building Safety Month aligns with the City's core priorities through recognition that safe-guarding persons and property and enhancing the quality-of-life through building and property code enforcement is important to our community.

Attachments:

1. Proclamation, 2026-04-27 - Building Safety Month

City of Highland Park Mayoral Proclamation Building Safety Month



WHEREAS, the City of Highland Park, IL is committed to recognizing the essential role of the built environment - our homes, our offices, our institutional buildings, and other structures - play in our everyday life and when disasters strike; and

WHEREAS, our confidence in the resilience of our built environment that make up our community is achieved through the devotion of vigilant professionals - building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers, and others in the construction industry who work year-round to ensure the safe construction of buildings; and

WHEREAS, dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play; and

WHEREAS, modern building codes, such as those adopted by the City of Highland Park, include safeguards to protect the public from building safety hazards including, hurricanes, snowstorms, tornadoes, fires, floods and earthquakes; and

WHEREAS, Building Safety Month reminds the public about the critical role these professionals play in ensuring the safety of all buildings and structures is essential to our prosperity; and

WHEREAS, "Built to Last", the International Code Council's theme for Building Safety Month 2026, encourages us all to raise awareness about building safety on a personal, local, and global scale; and

WHEREAS, each year, in observance of Building Safety Month, people all over the world commit to improve building safety, resilience, energy efficiency, and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus, and federal agencies in protecting lives and property.

THEREFORE, I, **NANCY R. ROTERING**, Mayor of the City of Highland Park and the City Council of the City of Highland Park, Lake County, Illinois do hereby designate May 2026 as

Building Safety Month

Dated this 27th Day of April, 2026.

Ghida S. Neukirch, City Manager & City Clerk

Nancy R. Rotering, Mayor



Staff Report



Meeting Date: April 27, 2026

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

Department: City Manager's Office

Title: Recognition of Student Commissioners Graduating Class of 2026

Recommendation:

Recognition of Student Commissioners Graduating Class of 2026

Attachments:

1. Outgoing Student Recognition 2026

**Recognition of Graduating Student Advisory Group, Board & Commission
Representatives Class of 2026**

<u>Commission</u>	<u>Student Name</u>
Business & Economic Development	Maddie Kashy Cassidy Kulberg
Cultural Arts	Addison Edelstein Frances Peterson
Historic Preservation	Amelia Koslow
Housing	Mitchell Posner
Human Relations	Emmie Dubin Gracie Goldstein Olivia Rosenblatt
Library Board of Trustees	Nora Gladstone Renata Smoler
Plan & Design Commission	Autumn Fallas
Sister Cities	Joseph Moyer Liam Ornstein
Sustainability	Amelia Griffin Lucas Hoobler
Transportation	Noah Kaplan Ian Robinson
Zoning Board of Appeals	Emery Duenow

Staff Report



Meeting Date: April 27, 2026

Staff Contact: Ghida Neukirch, City Manager
Amanda Bennett, Communications Manager

Department: City Manager's Office

Title: 2026 Major Projects Workplan - Q1 Report
--

Recommendation:

The City's 2026 Major Projects workplan includes more than 120 projects aligned with one or more of the City's core priorities: fiscal stability, public safety, economic development, infrastructure investment, environmental sustainability, and vibrancy. Major projects represent initiatives outside the scope of day-to-day operations. Progress is tracked at the Citywide and department levels with dashboards available on the City's website at cityhpil.com/majorprojects.

Explore the "Completed Projects Spotlight" tab for pictures and details about how each completed project supports the City's priorities and organizational objectives.

Policy Consideration:

Core Priorities:

The City's major projects workplan includes initiatives that support one or more of the City's core priorities. While some projects may advance more than one priority, for the purposes of data reporting on the dashboard, one primary priority has been selected.

Attachments:

None

Staff Report



Meeting Date: April 27, 2026
Staff Contact: Erin Jason, Assistant City Manager
Department: City Manager's Office

Title: An Ordinance Amending the Intergovernmental Agreement Establishing the Solid Waste Agency of Lake County, Illinois

Recommendation:

Staff recommends amending the City's intergovernmental Agreement with the Solid Waste Agency of Lake County (SWALCO) to expand the size of the Executive Committee, expand the scope of persons that are eligible to serve as an “Alternate Director” on behalf of an individual Member, require the Chair of the Board to serve as the Secretary and Treasurer of the Board of Directors and to modify the process required to amend the Intergovernmental Agreement. These recommendations have been reviewed and discussed with the SWALCO Executive Director and Board.

Policy Consideration:

The City of Highland Park entered into an Intergovernmental Agreement (IGA) establishing the Solid Waste Agency of Lake County (SWALCO) in 1991. Pursuant to the IGA each community is required to appoint a Director and alternates for representation to the SWALCO Board. Currently, City Manager Neukirch serves as the appointed Director with Assistant City Manager Jason and Sustainability Manager Knight serving as alternates. In 2025, ACM Jason was appointed by the SWALCO Board to serve on the Executive Board and is the primary representative at meetings for Highland Park. Throughout the years, there have been various amendments to the IGA, primarily focused on the addition of more Lake County communities, the development of waste reduction projects, and Board membership. The most recent amendment in 2021 allowed for an immediate past Mayor or Village President to serve as an alternate to the SWALCO Board. At the present time, all amendments approved by the SWALCO Board must also be approved by each individual community's governing body.

At the most recent meeting of SWALCO on April 9, 2026, the present communities unanimously voted to bring forward a four-part amendment for consideration by member communities to best streamline operations and align with current practices. The amendments are as follows:

1. Section 8.3. Governance -Any Member may appoint one or more persons to serve as the Alternate Director. Any such appointee shall meet the qualifications for office as a Director established in paragraph 8.2, except in the case where a Member is unable to appoint such an appointee because it is impracticable because of size or time commitments. In that case a Member may appoint an Alternate Director who was its immediate past mayor or village president or is ~~a full-time employee in an executive level position~~ an employee with the Member. ~~An executive level position is generally intended to mean a person who is a department head or equivalent.~~ The Alternate Director may attend any meeting of the Board of Directors and may vote as a Director in the absence of the Director from that Member or if there is a vacancy in the position of Director from that Member. The term of the Alternate Director shall be the same as the term of the Director from the appointing Members, Except as provided in paragraph 8.4, a person serving as the Alternate Director shall serve until his or her term expires and thereafter until the successor is appointed.
2. Section 8.5. Governance -The Board of Directors shall elect one Director to serve as Chairman and another Director to serve as Vice-Chairman. The Chairman shall preside at all meetings of the Board of Directors and shall serve as the Secretary and Treasurer of the Board of Directors. The Vice-Chairman shall preside over meetings of the Board of Directors in the Chairman's absence. The Board of Directors shall elect other persons, who need not be Directors, ~~to the positions of Secretary and Treasurer and may elect other persons, who need not be Directors,~~ to such other offices as the Board shall determine.
3. Section 8.9. Governance - There is established an Executive Committee of the Agency. The Executive Committee shall consist of ~~nine~~ ten (10) Directors. The Executive Committee shall be selected by vote of the Board of Directors of the Agency. The Executive Committee shall include the Director from the County of Lake and the Chairman of the Board of Directors as permanent members, and two (2) persons who are Directors from Members in good standing, having a population of more than 30,000 persons. Population shall be determined on the basis of the most recent federal census as reported in the Illinois County and Municipalities, dated June 1, 1989, or as thereafter updated, and published by the Secretary of State of the State of Illinois. The remaining six (6) persons shall be elected from the remaining Directors of Members in good standing, without regard to population.
4. Section 11. Amendment - This Agreement may be amended by written agreement of two-thirds (2/3) of all Members, authorized by ordinances adopted by their respective corporate authorities within 90 days of a proposed amendment being approved by the Board of Directors, certified copies of which shall be filed with the Secretary of the Agency. Promptly upon their being any amendment to this Agreement, the Secretary of the Agency shall cause a copy of this amendment to be filed in the office of the Secretary of State, Index Division.

Staff recommends approval of these amendments as they allow for consideration of

representation from persons holding sustainability-focused positions that may not be executive level in their organizations, more participation on the Executive Board, follow practices in place now in relation to Secretary and Treasurer roles which are in line with sister agencies, and finally allow for amendments to be advanced from the Board to their corporate authorities with a 2/3 vote.

Core Priorities:

Fiscal Stability

There is no financial impact related to this amendment.

Environmental Sustainability

SWALCO is a valued environmental partner to the City of Highland Park. A continued partnership with SWALCO provides for comprehensive waste management planning to reduce reliance on land disposal of solid waste and to encourage and promote alternative means of managing solid waste with a substantial emphasis on composting, recycling, and community programming.

Attachments:

1. SWALCO IGA 2026 Amendment
2. SWALCO intergovernmental agreement - 2025 update

ORDINANCE 2026-

AN ORDINANCE AMENDING THE INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS

WHEREAS, the Solid Waste Agency of Lake County, Illinois (the “Agency”) was formed on or about February 21, 1991 by intergovernmental agreement (hereinafter referred to as the “Agreement”); and

WHEREAS, the City of Highland Park, having duly adopted an Ordinance approving the Agreement and joining the Agency, has been and remains a member in good standing of the Agency; and

WHEREAS, the Agency has determined that there is a need to amend the Agreement to expand the size of the Executive Committee, expand the scope of persons that are eligible to serve as an “Alternate Director” on behalf of an individual Member, require the Chairman of the Board to serve as the Secretary and Treasurer of the Board of Directors and to modify the process required to amend the Intergovernmental Agreement; and

WHEREAS, by its original terms, the Agreement provides that any amendment to the Agreement requires the written agreement of each and every Member of the Agency pursuant to authority granted by a duly enacted Ordinance of each Member.

NOW, THEREFORE, BE IT ORDAINED by the City of Highland Park, Lake County, Illinois as follows:

SECTION ONE: Sections 8.3, 8.5, 8.9 and 11 of the Agreement establishing the Solid Waste Agency of Lake County, Illinois are hereby amended and shall read as follows (additional language marked by underline; deleted language marked by ~~striketrough~~):

Section 8.3. Governance – Any Member may appoint one or more persons to serve as the Alternate Director. Any such appointee shall meet the qualifications for office as a Director established in paragraph 8.2, except in the case where a Member is unable to appoint such an appointee because it is impracticable because of size or time commitments. In that case a Member may appoint an Alternate Director who was its immediate past mayor or village president or is ~~a full-time employee in an executive level position~~ an employee with the Member. ~~An executive level position is generally intended to mean a person who is a department head or equivalent.~~ The Alternate Director may attend any meeting of the Board of

Directors and may vote as a Director in the absence of the Director from that Member or if there is a vacancy in the position of Director from that Member. The term of the Alternate Director shall be the same as the term of the Director from the appointing Members, Except as provided in paragraph 8.4, a person serving as the Alternate Director shall serve until his or her term expires and thereafter until the successor is appointed.

Section 8.5. Governance – The Board of Directors shall elect one Director to serve as Chairman and another Director to serve as Vice-Chairman. The Chairman shall preside at all meetings of the Board of Directors and shall serve as the Secretary and Treasurer of the Board of Directors. The Vice-Chairman shall preside over meetings of the Board of Directors in the Chairman's absence. The Board of Directors shall elect other persons, who need not be Directors, ~~to the positions of Secretary and Treasurer and may elect other persons, who need not be Directors,~~ to such other offices as the Board shall determine.

Section 8.9. Governance - There is established an Executive Committee of the Agency. The Executive Committee shall consist of ~~nine~~ ten (10) Directors. The Executive Committee shall be selected by vote of the Board of Directors of the Agency. The Executive Committee shall include the Director from the County of Lake and the Chairman of the Board of Directors as permanent members, and two (2) persons who are Directors from Members in good standing, having a population of more than 30,000 persons. Population shall be determined on the basis of the most recent federal census as reported in the Illinois County and Municipalities, dated June 1, 1989, or as thereafter updated, and published by the Secretary of State of the State of Illinois. The remaining six (6) persons shall be elected from the remaining Directors of Members in good standing, without regard to population.

Section 11. Amendment – This Agreement may be amended by written agreement of two-thirds (2/3) ~~of all~~ Members, authorized by ordinances adopted by their respective corporate authorities within 90 days of a proposed amendment being approved by the Board of Directors, certified copies of which shall be filed with the Secretary of the Agency. Promptly upon their being any amendment to this Agreement, the Secretary of the Agency shall cause a copy of this amendment to be filed in the office of the Secretary of State, Index Division.

SECTION TWO: All ordinances or parts of ordinances in conflict herein are expressly repealed.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

**PASSED BY THE CITY COUNCIL/BOARD OF TRUSTEES OF THE CITY OF HIGHLAND PARK,
ILLINOIS ON THIS 27 DAY OF APRIL, 2026.**

MAYOR

ATTEST:

CLERK

AYES:

NAYES:

ABSENT:

ORDINANCE PASSED:



SOLID WASTE AGENCY OF LAKE COUNTY, IL

AGREEMENT
ESTABLISHING THE
SOLID WASTE AGENCY
OF LAKE COUNTY, ILLINOIS
(SWALCO)

Approved July 1, 1990
Amended November 1, 1990
Amended August 27, 1992
Amended June 26, 1997
Amended October 22, 2009
Amended April 15, 2021
Amended April 10, 2025

**AN AGREEMENT ESTABLISHING
THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS
AS A MUNICIPAL JOINT ACTION AGENCY**

THIS AGREEMENT is entered into by and among the municipalities and the County which under ordinances duly adopted by their respective corporate authorities have executed this Agreement pursuant to its terms, and is dated as of February 21, 1991.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the purpose of the Illinois Solid Waste Planning and Recycling Act, Ill. Rev. Stat. Rev. Stat., ch. 111 ½, par. 7051-7057, is to reduce reliance on land disposal of solid waste and to encourage and promote alternative means of managing solid waste; and

WHEREAS, Solid Waste Planning and Recycling Act, Ill. Rev. Stat. ch. 85, par. 5951 et. seq., requires certain counties to develop comprehensive waste management plans that place substantial emphasis on recycling and other alternatives to landfills; and

WHEREAS, under Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the Local Solid Waste Disposal Act, as amended, Ill. Rev. Stat., ch. 85, par. 5901-5906; ch. 24, par. 11-19-1, 11-19-4 and 11-19-7; ch. 34, par. 25.11a, 25.11b and 418; and ch. 127 par. 743.2 (hereinafter "the Disposal Act"), units of local government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended, (Ill. Rev. Stat., ch. 127, par. 741 et seq., as amended, (the "Coop Act")), also authorizes units of local government to exercise and enjoy jointly their powers, privileges or authority and to enter into intergovernmental agreements for that purpose; and

WHEREAS, section 3.2 of the Coop Act, authorizes any two or more municipalities and counties as units of local government to establish, by an intergovernmental agreement, a municipal joint action agency as a municipal corporation and public body politic and corporate in order to provide for efficient and environmentally sound collection, transportation, processing, storage and disposal of municipal waste; and

WHEREAS, the Disposal Act authorizes units of local government to enter into intergovernmental agreements to develop, prepare and implement solid waste management plans and adopt such procedures as are necessary for the preparation and implementation of such plans; and

WHEREAS, the Disposal Act authorizes units of local government to delegate any power to another unit of local government or agency created by intergovernmental agreement for the specific purpose of preparing a solid waste management plan; and

WHEREAS, the parties to this Agreement have determined that they need to join together to create a joint action agency by intergovernmental agreement to provide an efficient and environmentally sound waste disposal system, (that may include Waste Projects), for their use and mutual benefit; and

WHEREAS, the units of local government which are parties to this Agreement ("Members") have determined that there is a need to take a comprehensive regional approach to solid waste management by implementation of a regional solid waste management plan which addresses the significant economic, political and environmental problems associated with solid waste disposal and management; and

WHEREAS, the Lake County Solid Waste Management plan (the "Plan") has been prepared by the Lake County Joint Action Solid Waste Planning Agency and adopted by the Lake county Board on September 12, 1989 in accordance with the Solid Waste Planning and Recycling Act, (Ill. Rev. Stat., ch. 85, par. 5951 et seq.); and

WHEREAS, it has been determined by the Members that it is necessary and in their best interests to establish a joint action agency by intergovernmental agreement whose function it would be to implement the recommendations of the Plan in furtherance of the regional solid waste management policies set forth therein, and to exercise the powers granted herein and in the Act; and

WHEREAS, the Agency, when formed, may enter into System Development and Implementation Agreements with Members and Customers providing for the Agency to develop and operate a Waste Project(s), providing for the rights of Members and Customers to use the Waste Project(s), assessing charges for such use or providing for payment of amounts without regard to use of the project, and establishing conditions with respect to use of the Waste Project(s), including, but not limited to, conditions requiring a Member to make exclusive use of the Waste Project(s) for all or a specified portion of the Municipal Waste within its jurisdiction, all as may be agreed to by the Member or Customer and the Agency in a System Development and Implementation Agreement; and

WHEREAS, it is necessary for purposes of economy and environmental safety that the parties form a municipal joint action agency to exercise the powers and duties conferred by law for their benefit; and

WHEREAS, the parties to this Agreement have approved this Agreement by ordinance duly adopted by their respective corporate authorities.

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions.

For the purpose of this Agreement each of the following words and phrases shall have the meaning set forth following the word or phrase, unless the context clearly indicates a different meaning.

1.1 The word "Act" shall mean the Environmental Protection Act (Ill. Rev. Stat., ch. 111 ½, par. 1001 et seq.), as it has been and as it may be amended from time to time.

1.2 The phrase "Additional Member" shall mean any municipality or the county which becomes a Member of the Agency pursuant to paragraph 5.3 of this Agreement. An Original Member which withdraws from the Agency pursuant to this Agreement may become an Additional Member of the Agency in the manner provided in Section 5.3 of this Agreement.

1.3 The word "Agency" shall mean the Solid Waste Agency of Lake County, Illinois established by this Agreement.

1.4 The phrase "Board of Directors" shall mean the Board of Directors of the Agency.

1.5 The word "Bonds" shall mean any bonds, notes or other evidences of indebtedness of the agency.

1.6 The term "By-laws" shall mean By-laws of the Agency as adopted and as amended from time to time by the Board of Directors.

1.7 The word "Compost" or "Composting" shall mean the controlled biological decomposition of organic solid waste under aerobic conditions.

1.8 The words "Coop Act" shall mean the Intergovernmental Cooperation Act (Ill. Rev. Stat., ch. 127, par. 741 et seq.), as it has been and as it may be amended from time to time.

1.9 The word "County" shall mean the County of Lake, Illinois.

1.10 The word "Customer" shall mean any person, corporation, unit of government or other entity which is not a Member but which has entered into a System Development and Implementation Agreement with the Agency with respect to a Waste Project.

1.11 "Disposal Act" shall mean the Local Solid Waste Disposal Act, (Ill. Rev. Stat., ch. 85, par. 5901--5906; ch. 24, par. 11-19-1, 11-19-4, and 11-9-7; ch. 34 par. 25.11a, 25.11b, and 418; and ch. 127, par. 743.2), as it has been and as it may be amended from time to time.

1.12 The phrase "Effective Date" shall have the meaning provided in Section 13 hereof.

1.13 The phrase "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Agency.

1.14 "Jurisdiction" shall mean (a) in the case of a Municipality, the territory within the corporate limits of the Municipality now or in the future; (b) in the case of a county, the territory within the corporate limits of the County which does not lie within the corporate limits of any Municipality that are party to this Agreement; and (c) in the case of a Municipal Joint Action Agency, the territory within the corporate limits of each Municipality which is a member of such Municipal Joint Action Agency and the territory within the corporate limits of the County in which the Joint Municipal Action Agency is located which does not lie within the corporate limits of any Municipality.

1.15 The word "Member" shall mean the county or any municipality which is an Original Member or which becomes an Additional Member of the Agency pursuant to the terms of this Agreement.

1.16 "Municipality" shall mean a city, village or an incorporated town.

1.17 "Municipal Joint Action Agency" shall mean a municipal corporation and a public body politic and corporate organized and existing under and pursuant to the Act.

1.18 The phrase "Municipal Waste" shall mean any garbage, refuse, industrial, lunchroom, or office waste, and other material resulting from the operation of residential, commercial, or institutional establishments and from community activities or such other definition as the Board of Directors may lawfully determine.

1.19 The phrase "Original Member" shall mean the County or a municipality which becomes an Original Member of the Agency as provided for in paragraph 5.2 of this Agreement.

1.20 "Plan" shall mean the Lake County Solid Waste Management plan approved by the Lake County Board on September 12, 1989, and as thereafter amended and adopted pursuant to State Law.

1.21 "Planning and Recycling Act" shall mean Ill. Rev. Stat., ch. 85, par. 5951 et seq., as it has been and as it may be amended from time to time.

1.22 The phrase "System Development and Implementation Agreement" shall mean the interim or long term contract or contracts between the Agency and a Member or Customer establishing the rights and obligations of the parties with respect to development and use of a Waste Project(s) and assessing charges for such use or providing for payment of amounts by the Member or Customer without regard to use of the Project(s), as amended and supplemented from time to time.

1.23 "Public Agency" shall mean the State of Illinois, any agency of the State, and any units of local government as defined in the Illinois Constitution of 1970.

1.24 "Recyclable Materials" shall mean materials that are separated from solid waste by the generator or during collection, for the purpose of recycling, including, but not limited to, paper, glass, metals, automobile oil, and batteries.

1.25 "Recycling" shall mean the process of collecting and preparing recyclable materials and reusing said materials in their original form or using them in manufacturing processes.

1.26 "Regional Pollution Control Facility" shall have the meaning ascribed to such term in Section 3 of the Environmental Protection Act, except that such term shall not include sewers and sewage treatment facilities owned or operated by sanitary districts.

1.27 "Solid Waste" shall mean "waste", as defined in Section 3 of the Environmental Protection Act, which is in solid or semi-solid form.

1.28 "State" shall mean the State of Illinois.

1.29 "Units of Local Government" shall mean a county, municipality, township, special district or unit, designated as a unit of local government by law, including a Municipal Joint Action Agency, which exercises limited governmental power or powers in respect to limited governmental subjects, but not including school districts, or, if the context requires, the member municipalities of any such entity or their respective territories.

1.30 The phrase "Waste Project" shall mean land, any rights therein and improvements thereto; one or more buildings, structures or other improvements; machinery; equipment; vehicles; other facilities; and the specialized consultation, engineering, design, and administrative expenses incidental to the procurement, construction, operation and/or

maintenance of the foregoing owned, operated or used by the Agency for the collection, transportation, transfer, storage, disposal, processing, treatment, recovery and re-use of Municipal Waste. A Waste project shall include land held for a planned Waste Project or used to buffer a Waste Project from adjacent land uses.

Section 2. Establishment

A municipal joint action agency is hereby established by this Intergovernmental Agreement among the Members. The Agency shall be a municipal corporation and a public body politic and corporate and not a joint venture or partnership among the Members. The corporate name of the Agency so established is the Solid Waste Agency of Lake County, Illinois.

Section 3. Purpose

The Agency is established for the purpose of efficient and environmentally sound management and disposal of Municipal Waste generated and disposed of within the jurisdiction of the Members all as provided by law and this Agreement.

Section 4. Duration

The Agency shall have perpetual duration unless dissolved and terminated as provided in Section 6 of this Agreement or as otherwise provided by law.

Section 5. Membership

5.1 The Members of the Agency shall be any municipality or the County which becomes an Original Member as provided in paragraph 5.2 or an Additional Member as provided in paragraph 5.3. However, any Original Members or Additional Members which shall have withdrawn from the Agency pursuant to this Agreement shall no longer be Members.

5.2 Any Illinois municipality which is listed on Exhibit One which is attached to and made a part of this Agreement and the County of Lake may become an Original Member of the Agency upon execution of this Agreement no later than the Effective Date of this Agreement and upon payment of an initial capital contribution as outlined in Exhibit Two which is attached to and made part of this Agreement. Execution of this Agreement by an Original Member shall be authorized by ordinance adopted by the corporate authorities of the Member.

5.3 (a) Any Illinois municipality which is listed on Exhibit One which is attached to and made a part of this Agreement and the County of Lake and which is not an Original Member may become an Additional Member of the Agency, provided: (1) the corporate authorities of said municipality or the County of Lake have adopted an ordinance authorizing execution of this Agreement; (2) a majority of the then Directors of the Agency has adopted an ordinance consenting to the Additional Member; (3) the corporate authorities of a majority of the then Members have adopted an ordinance consenting to the Additional Member; (4) the Additional Member has accepted any conditions imposed by the Agency under subparagraph (b); and (5) the Additional Member has paid to the Agency its initial capital contribution and a late fee. The late fee shall be determined at the time the corporate authorities of the Additional Member authorize by ordinance execution of this Agreement. The late fee shall equal the population of the municipality as determined by the most recent federal census or, if available, a more recent corrected, revised or special federal census as reported in Illinois Counties and Municipalities, dated June 1, 1989 and published by the Secretary of State of the State of Illinois multiplied by: (i) Twenty-five (25¢) cents, if the time of determination is less than thirty-one (31) days after the Effective Date of this Agreement; (ii) Fifty (50¢) cents, if the time of determination is greater than thirty (30) days, but less than sixty-one (61) days after the Effective Date of this Agreement; (iii) One (\$1) Dollar if the time of determination is greater than sixty (60) days, but less than ninety-one (91) days after the Effective Date of this Agreement; (iv) Five (\$5) Dollars if the time of determination is greater than ninety (90) days, but less than one year and one day after the Effective Date of this Agreement; (v) Ten (\$10) Dollars if the time of determination is greater than one year, but less than two years and one day after the Effective Date of this Agreement; (vi) Fifteen (\$15) Dollars, if the time of determination is greater than two years, but less than three years and one day after the Effective Date of this Agreement; and (vii) Twenty (\$20) Dollars, if the time of determination is greater than three years after the Effective Date of this Agreement; or as such other amount as the Board of Directors so may determine.

(b) The Board of Directors may establish conditions with respect to any municipality or the County becoming an Additional Member under subparagraph 5.3(a). These conditions may be in addition to the initial capital contribution required under paragraph 5.3 and may include, without limitation, the making of a capital contribution to the Agency, reimbursements to members for cost incurred in organization and start-up of the Agency and any Waste project, the

payment of differential rates, fees or charges with respect to the Agency or use of a Waste Project, and the assumption of all or a portion of contracts, debts and obligations of the Agency, or of members with respect to the Agency.

5.4 Promptly upon the county or any municipality becoming an Additional member, the fact shall be certified by the Secretary of the Agency to the Illinois Secretary of State.

5.5 Membership in the Agency is a prerequisite to participation as a Member in any one of the Agency's programs. Before participating in any one of the Agency's programs, as a Member, a Member must have first executed an SDI Agreement for that particular program.

Section 6. Withdrawal, Termination, and Dissolution.

6.1 Any Member may withdraw as a Member of the Agency without the consent of the Board of Directors, provided that the withdrawing Member shall remain obligated (i) as provided in paragraph 9.7; (ii) under the terms and conditions of any outstanding System Development and Implementation Agreement to which the withdrawing Member is a party; and (iii) for any liabilities imposed by law. No Member may withdraw from the Agency while and so long as any Bonds of the Agency are outstanding, except as permitted by the resolution or resolutions authorizing the issuance of such Bonds. No Member may withdraw while and so long as any Bonds are outstanding, if such withdrawal would reduce the number of Members to less than three.

6.2 Any Member may withdraw pursuant to paragraph 6.1 of this Section only upon filing with the Secretary of the Agency no less than 180 days before the intended effective date of withdrawal a certified copy of an ordinance of the Member determining so to withdraw.

6.3 The Agency shall be dissolved and terminated (i) upon the withdrawal of one or more Members so as to reduce the number of Members to less than three; or (ii) upon the filing with the Secretary of the Agency of certified copies of ordinances of three-fifths (3/5) of the Members determining to dissolve and terminate the Agency.

6.4 Notwithstanding the provisions of paragraph 6.3, as long as any Bonds of the Agency are outstanding and unpaid, the Agency shall not dissolve and terminate.

6.5 Promptly upon any Member withdrawing from the Agency, or upon action having been taken to dissolve and terminate the Agency, that fact shall be certified by the Secretary of the Agency to the Illinois Secretary of State.

6.6 In addition to the withdrawal rights provided in Section 6.1:

(a) Any Member may withdraw from the Agency without the consent of the Board of Directors at any time prior to execution of a System Development and Implementation Agreement (SDI Agreement) by the Member without obligation, except that the Member shall be liable for the following costs: (i) the Member's initial capital contribution as set forth in Exhibit Two to the Agreement; (ii) any other capital contributions or charges assessed by the Board of Directors prior to the Member's withdrawal solely for the Agency's administrative or planning expenses; and (iii) any costs imposed under the second sentence of Section 9.7 of the Agreement;

(b) Any Member may withdrawal from the Agency without the consent of the Board of Directors at any time after execution of an SDI Agreement by the Member and prior to a formal determination by the Board of Directors to proceed with marketing and seeking a rating for any bond issue pursuant to said SDI Agreement without obligation, except that the Member shall be liable for: (i) any obligations agreed to by such Member in the SDI Agreement (excluding obligations with respect to bonds authorized to be issued pursuant to the SDI Agreement); and (ii) the obligations provided in (i), (ii) or (iii) of Section 6.6 (a);

(c) Notwithstanding the second and third sentences of Section 6.1 of this Agreement, any Member may withdrawal from the Agency without the consent of the Board of Directors at any time after execution of an SDI Agreement by the Member and the issuance of bonds by the Agency, provided, however, the Member shall be liable for: (i) its obligations under the SDI Agreement (including obligations with respect to the bonds which have been issued or are authorized to be issued), but not including payments with respect to any further bonds that are issued by the Agency pursuant to SDI Agreements executed after the Member withdraws as a Member; and (ii) the obligations provided in (i), (ii) or (iii) of Section 6.6 (a), provided that no withdrawal pursuant to this Section 6.6 shall result in a dissolution of the Agency pursuant to Section 6.3 while bonds of the Agency are outstanding; and

(d) For purposes of determining the date on which the Member shall be deemed to have withdrawn under this Section 6.6, the date on which the Notice of Withdrawal is received by the Agency shall be the date of withdrawal by the Member.

Section 7. Powers

7.1 In addition to any powers, and subject to any limitations, set forth elsewhere in the Agreement, the Agency shall have the following powers:

- (a) To sue or be sued;
- (b) To apply for and accept gifts, grants or loans of funds, property or financial or other aid from any public agency or private entity;
- (c) To invest available funds as provided by law;
- (d) To plan, finance, construct, reconstruct, acquire, own, lease as lessor or lessee, equip, extend, improve, manage, operate, maintain, repair and close any Waste Project and to take any and all action necessary or incidental thereto;
- (e) To acquire, hold, sell, lease as lessor or lessee, lend, transfer or dispose of real or personal property, including intangible property, or interests therein, as it deems appropriate in the exercise of its powers, and to provide for the use thereof by any Members upon such terms and conditions and with such fees or, charges as it shall determine, and to mortgage, pledge or otherwise grant security interests in any such property;
- (f) To make and execute all contracts and other instruments necessary or convenient to exercise of its powers, including System Development and Implementation Agreements with Members or with Customers;
- (g) To adopt, amend and repeal ordinances, resolutions, rules and regulations with respect to its powers and functions and not inconsistent with section 3.2 of the Act or this Agreement, including, but not limited to the use of a Waste Project;
- (h) To provide for the insurance, including self-insurance, of any property or operations of the Agency or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard;
- (i) To appoint, retain and employ officers, agents, independent contractors and employees to carry out its powers and functions hereunder and to fix their compensation and terms and conditions of employment;
- (j) To make and execute any contract relating to a Waste Project with the federal or a state government or any agency thereof, with a Member or any unit of local government or with any person including, but not limited to, contracts which require:

(1) The contracting party to pay the Agency an agreed amount for the collection, transportation, transfer, processing, storage, treatment, disposal, recovery or re-use of a stated amount of Municipal Waste (whether or not the stated amount of waste is collected, transported, transferred, processed, stored, treated, disposed of, recovered or re-used), or pay all or a portion of the capital and operating expenses of a Waste Project;

(2) The contracting party make exclusive use of a Waste Project for collecting, transporting, transferring, processing, storing, treating, disposing, recovering, or re-using all or any portion of Municipal Waste over which the party has control;

(3) The abandonment, restriction or prohibition on completion or construction of competing waste projects by the contracting party;

(4) Specific provisions with respect to the collection, transportation, transfer, processing, storage, treatment, disposal, recovery and re-use of Municipal Waste; and

(5) Payment of fees and charges with respect to a Waste Project;

(k) To enter into contracts which provide or which may provide for compensation to areas affected by an Agency Waste Project;

(l) To enter into contracts with the community in which an Agency Waste Project is located controlling location, use, operation, maintenance and closing of a Waste Project;

(m) To create and fund reserves for the purpose of planning, constructing, reconstructing, financing, acquiring, owning, managing, insuring, leasing, equipping, extending, improving, operating, maintaining, repairing, and closing Waste Projects and/or the potential effects resulting from operating a Waste Project;

(n) To create, develop and implement plans for closing and re-use of sites on which Waste Projects are located, which plans may provide for various uses, including but not limited to, residential, recreational, commercial office, institutional, public and industrial uses. Such plans shall comply with all applicable local zoning;

(o) To prepare, submit and administer plans, and to participate in intergovernmental agreements, pursuant to the Disposal Act and the Planning and Recycling Act;

(p) To prescribe, fix, establish and collect fees, rentals or other charges from Members, Additional Members, Customers, licensees of Members or Customers, and franchisees of Members or Customers, sufficient to fund the planning, development, permitting,

construction, and operation of any Waste Project of the Agency including, but not limited to any costs or expenses incurred by the Agency in the exercise of its powers as set forth herein;

(q) To borrow money and, in evidence of its obligation to repay the borrowing, to issue Bonds for any of its corporate purposes, all as provided in the Act; and, for the purpose of securing and paying any Bonds, to pledge, assign or provide for a lien or security interest on (1) any or all revenues derived from the operation of a Waste Project, and investment earnings thereon; (2) proceeds of any of its Bonds and investment earnings thereon; (3) receipts of the Agency under any System Development and Implementation Agreements or any other contracts with any Member or Customer which provide that such receipts may be used for that purpose, and investment earnings on any such receipts; (4) amounts received from a bank, savings and loan association or other financial institution under a contract or other agreement to lend money or purchase obligations; (5) proceeds of any insurance policy or other contract of insurance; (6) awards from any condemnation or other eminent domain proceeding; (7) proceeds from the sale, lease or other disposition of any property; (8) any funds or accounts securing payment of Bonds, as established by the resolution authorizing the Bonds; and (9) any other amounts which by law may be applied to such obligations, all as and to the extent as provided by law and the resolution authorizing the issuance of the Bonds;

(r) To exercise any or all powers specifically granted to municipal joint action agencies by law;

(s) To exercise all other powers incident to the purposes and objectives of the Agency which may be provided for by law;

(t) To exercise any power with respect to the Municipal Waste of any Member or any Member's municipal waste system that may be delegated to it by that Member pursuant to law;

(u) To enter into agreements for the sale of any materials and energy recovered or produced in connection with the operation of any Waste Project and to apply the revenues derived therefrom to the expenses of operating and maintaining any Waste Project of the Agency, including all debt service, administrative, operating, planning, permitting, development and maintenance costs and expenses, or any and other related costs of the Agency or any Waste Project of the Agency;

(v) To expend funds for administrative and incidental expenses including, but not limited to, clerical expenses, office supplies, travel expenses and operational supplies;

(w) To adopt By-Laws to govern the function and operation of the Agency;

(x) To review and, from time-to-time, prepare and recommend amendments to the Plan in furtherance of the Agency's responsibilities pursuant to this Agreement and applicable provisions of state law, as delegated by the County of Lake; and

(y) To make grants of money and render technical assistance to any Member or other party relative to matters of solid waste disposal.

7.2 The Agency shall have no taxing power.

7.3 Upon request from the Agency each Member shall formally consider the exercise of its power of eminent domain to obtain property, easements, rights-of-way or other interests in property within such Member's Jurisdiction which are necessary for, and consistent with, the implementation of the Plan adopted by each such Member and the purposes of the Agency. Should such Member favorably consider exercising said eminent domain power, the Agency shall be responsible for paying such Member for its costs and expenses incurred in the performance of its obligations pursuant to the terms hereunder, including any required payments to the owner(s) of such property, easements, rights-of-way, or other property interest.

Section 8. Governance

8.1 The Agency shall be governed and administered as provided in this Section and in the By-Laws, adopted pursuant to, and subject to the limitations of this Agreement.

8.2 The governing body of the Agency shall be the Board of Directors. There shall be one Director for each Member, who shall be appointed by vote of the corporate authorities of the Member and who at the time of appointment shall be: (i) the Mayor or President of a Member (if such Member is a municipality) or the Chairman of the Board (if such Member is the County); (ii) a Trustee, Councilperson, or Alderman (if such Member is a municipality) or a Board Member (if such Member is the County); or (iii) the chief administrative officer of the Member. The term of each initial Director shall begin when he or she is appointed and shall continue until April 30, 1993 or until his or her successor is appointed, whichever is earlier. Thereafter, all Directors shall be appointed for two-year terms expiring on April 30 of odd numbered years.

Except as provided in paragraph 8.4, a person serving as a Director shall serve until his or her term expires, and thereafter until his or her respective successor is appointed. Each Director shall have one vote on the Board of Directors.

8.3 Any Member may appoint one or more persons to serve as the Alternate Director. Any such appointee shall meet the qualifications for office as a Director established in paragraph 8.2, except in the case where a Member is unable to appoint such an appointee because it is impracticable because of size or time commitments. In that case a Member may appoint an Alternate Director who was its immediate past mayor or village president or is a full time employee in an executive level position with the Member. An executive level position is generally intended to mean a person who is a department head or equivalent. The Alternate Director may attend any meeting of the Board of Directors and may vote as Director in the absence of the Director from that Member or if there is a vacancy in the position of Director from that Member. The term of the Alternate Director shall be the same as the term of the Director from the appointing Member. Except as provided in paragraph 8.4, a person serving as Alternate Director shall serve until his or her term expires and thereafter until the successor is appointed.

8.4 All appointments of Directors and Alternate Directors shall be by ordinance or resolution of the corporate authorities of the appointing Member, a certified copy of which shall be filed with the Secretary of the Agency. Should any Director or Alternate Director cease to serve as the President, Mayor, Chairman, elected member of the corporate authorities or chief administrative officer of the appointing member, that person shall simultaneously cease to serve as Director or Alternate Director of the Agency and the position shall be vacant. Any vacancy in the office of Director or Alternate Director shall be filled by appointment by the Member with respect to which the vacancy exists. Directors and Alternate Directors shall receive no compensation for their service in this capacity but may be reimbursed by the Agency for reasonable and necessary expenses incurred in performance of their duties.

8.5 The Board of Directors shall elect one Director to serve as Chairman and another Director to serve as Vice-Chairman. The Chairman shall preside at all meetings of the Board of Directors. The Vice-Chairman shall preside over meetings of the Board of Directors in the Chairman's absence. The Board of Directors shall elect other persons, who need not be Directors, to the positions of Secretary and Treasurer and may elect other persons, who need not be Directors, to such other offices as the Board shall determine. The duties, terms of office, and

manner of selection of the officers shall be prescribed in the By-laws. The Board of Directors may provide that any officer of the Agency who is not a Director may be compensated for service in such capacity.

8.6 The Board of Directors shall determine the general policy of the Agency, shall approve the annual budget, shall make all appropriations (which may include appropriations made at any time in addition to those made in any annual appropriation document), shall determine the admission of Additional Members, shall approve all System Development and Implementation Agreements, shall impose any charge on Members not provided for in a System Development and Implementation Agreement, shall adopt any ordinances or resolutions providing for the issuance of Bonds of the Agency, shall adopt the By-laws, rules and regulations of the Agency, shall undertake siting of all Waste Projects as required by law, and shall exercise such powers of the Agency and perform such duties as may be prescribed in the Act, this Agreement or the By-laws.

8.7 Except as a greater majority is otherwise provided in this Agreement or the By-laws, actions required by law or by this Agreement to be taken by the Board of Directors shall be taken by an affirmative vote of a majority of the then Directors.

8.8 Upon the written request of any Director, any matter with respect to the Agency shall be placed on the agenda of the Board of Directors.

8.9 There is established an Executive Committee of the Agency. The Executive Committee shall consist of ten (10) Directors. The Executive Committee shall be selected by vote of the Board of Directors of the Agency. The Executive Committee shall include the Director from the County of Lake and the Chairman of the Board of Directors as permanent members, and two (2) persons who are Directors from Members in good standing, having a population of more than 30,000 persons. Population shall be determined on the basis of the most recent federal census as reported in the Illinois Counties and Municipalities, dated June 1, 1989, or as thereafter updated, and published by the Secretary of State of the State of Illinois. The remaining six (6) persons shall be elected from the remaining Directors of Members in good standing, without regard to population. The terms of office of members of the Executive Committee shall be established in the Bylaws. Whenever practicable, the Member shall appoint a Director to sit on the Executive Committee. With the consent of the Member, a specified Alternate Director for that Member may be elected to the Executive Committee on behalf of that

Member. If the elected representative (Director or Alternate Director) is unable to attend the Executive Committee Meeting(s), no such substitute shall be allowed to count towards a quorum or shall be allowed to vote at the Executive Committee Meeting(s). The Executive Committee may take any action with respect to the Agency which the Board of Directors is authorized to take, except the Board of Directors shall have the sole authority to: approve the annual budget; to make all appropriations; to adopt any ordinances or resolutions providing for the issues of Bonds; to adopt rules, regulations and By-laws of the Agency; to admit Additional Members; to approve all System Development and Implementation Agreements; to undertake siting of all Waste Projects; to impose any charge on Members not provided for in a System Development and Implementation Agreement; and to take such other action as may be reserved to it in the rules, regulations, By-laws or Ordinances of the Agency. Members of the Executive Committee shall not be compensated for their service in such capacity, but may be reimbursed for reasonable and necessary expenses incurred in performance of their duties.

Section 9. Rights and Responsibilities of Members.

9.1 The Members intend that operational expenses and debt service with respect to Bonds or Notes issued by the Agency with respect to any Waste Project shall be self-sustaining from revenues derived from the operation of such Waste Project, or from revenues derived from the operation the combined Waste Projects implemented by the Agency in accordance with the Plan. However, the Members intend this Section 9 to provide for a method to collect additional funds necessary for the accomplishment of the purposes of the Agency as prescribed herein.

9.2 The Board of Directors shall determine the costs to be paid by the respective Members as provided in this paragraph:

(a) With respect to capital costs of planning, acquiring, financing, constructing and equipping a Waste Project (or improvements or extensions to a Waste Project), the Agency may itself finance these costs from borrowed money or retained amounts and it may enter into System Development and Implementation Agreements providing for the other party to the System Development and Implementation Agreement to make capital contributions and payments to the Agency (at the times specified by the Board of Directors and in proportionate shares as provided in the system Development and Implementation Agreement). No System Development and Implementation Agreement with a Member shall be executed by the Agency

except upon authorization by a resolution or an ordinance approved by an affirmative vote of a majority of the then Directors.

(b) With respect to annual costs of operation and maintenance of the Agency, the Board of Directors shall establish cost-sharing charges for Members based upon usage of the Waste Projects in amounts sufficient to provide the funds required by the annual budget to the extent that such costs are not anticipated to be paid from other revenues of the Agency. Such costs shall be provided for in the System Development and Implementation Agreement between the Agency and a Member. Notwithstanding the foregoing, by an affirmative vote of 3/4 of the then Directors, the Board of Directors may establish from time to time charges with respect to Members for the Agency's annual budgeted expenditures which may be payable regardless of actual or estimated use of Waste Projects.

(c) Members shall appropriate their funds to pay their share of the costs of the Agency and to service their obligations related to the Agency. Members may use their credit, revenues and other resources including the power to borrow money, to incur debt and to issue and sell bonds, if necessary, to pay such costs and service such obligations as they individually determine, unless otherwise provided for in a System Development and Implementation Agreement.

9.3 Each Member shall be obligated to adopt an ordinance, consistent with State law and in substantially the form recommended by the Plan as adopted by the Members, providing for the regulation and enforcement of disposal of Solid Waste within its jurisdiction in furtherance of and consistent with the provisions of the Plan. Such ordinance shall be adopted by every Member on or before a date set by the Board of Directors.

9.4 Each Member shall be responsible for the enforcement within its Jurisdiction of any ordinance adopted by such Member as contemplated by this Agreement and shall diligently take such steps as are necessary, or as are consistent with any actions recommended by the Agency, to continually assure the enforcement of any such adopted ordinance, consistent with the provisions of State law. Each Member shall be responsible for the cost of administering and maintaining any such enforcement program.

9.5 (a) The Board of Directors may suspend the membership on the Board of Directors and the Executive Committee of any Member whose capital contributions and payments or charges for operation and maintenance due to the Agency, as determined by the

Board of Directors as provided in this Agreement, have not been paid in full within sixty days after demand by the Agency. A Member under suspension shall have no power to make or second motions or to vote either as a Member or through its Director or Alternate Director, nor shall it be counted for the purposes of the establishment of a quorum or the determination of the vote needed to pass or approve any matter coming before the Agency, the Board of Directors or the Executive Committee. A Member under suspension shall continue during its suspension to be responsible for its share of any unpaid contracts, debts and obligations incurred by the Agency. Upon payment of all amounts due the Agency under this Agreement, including those accrued during the suspension, a Member under suspension shall be reinstated to membership on the Board of Directors and the Executive Committee.

(b) The Agency may refuse access to a Waste Project to any Member whose contributions, payments and charges under this Agreement or any System Development and Implementation Agreement have not been paid within sixty days after billing by the Agency. Further, a reasonable penalty charge for late payments may be established and imposed by the Board of Directors.

9.6 The Agency shall not be liable for any liability or obligation incurred by any Member except as agreed by the Board of Directors or except pursuant to paragraph 7.3 of this Agreement.

9.7 Any withdrawing Member shall remain liable with respect to any contracts, debts and obligations incurred by the Member with respect to the Agency prior to the date of withdrawal, including any costs imposed on it as provided in paragraph 9.2 of this Agreement. Further, a withdrawing Member shall pay to the Agency in full at the time of withdrawal from the Agency an amount determined by the Agency to be sufficient to pay any and all additional direct costs occasioned to the Agency by reason of a Member's withdrawal. Payment by a withdrawing Member to the Agency of all amounts due upon withdrawal shall be a condition precedent to withdrawal.

9.8 If withdrawal of one or more Member results in dissolution and termination of the Agency as required by Section 6 of this Agreement, then the withdrawing Member shall participate in the dissolution of the Agency as set forth in paragraph 9.9 of this Agreement.

9.9 Upon the termination and dissolution of the Agency:

(a) All liabilities and obligations of the Agency shall be paid, satisfied and discharged, or adequate provisions made therefor; and

(b) The assets of the Agency remaining after dissolution shall be distributed among the members who had participated in the Agency within one year prior to such dissolution and termination as shall be determined by the Board of Directors, except as may be provided with respect to a Waste Project in a System Development and Implementation Agreement, after any setoff with respect to the provision for payment of that Member's shares of its contracts, debts and obligations to the Agency.

9.10 In the event of a default by any Member of the Agency of such Member's share of the amount of principal and/or interest (debt service payment) on any bonds issued by the Agency, any other Member's obligation shall be strictly limited to its contractual payment obligation as set forth in the SDI Agreement under which such bonds were issued (including, if applicable, any contractual step-up or similar obligation). No resolution adopted by the Agency authorizing the issuance of its bonds shall limit any Member's right to withdraw as set forth in new paragraph 6.6 above, nor shall it in any manner whatsoever increase the Member's contractual payment obligation beyond what is set forth in the SDI Agreement. In no event shall any bonds issued by the Agency carry the backing of the full faith and credit of any Member, but instead all bonds issued by the Agency shall state on their face that they are solely the bonds of the Agency, and the Members' obligations with respect to said bonds are strictly limited to their contractual payment obligations as set forth in the SDI Agreement executed by the Members of the Agency.

9.11 It is expressly understood by the Members and the Agency that a Member shall not be obligated for any costs under an SDI Agreement of any kind whatsoever unless the Member executed said SDI agreement.

Section 10. By-Laws

The Board of Directors shall adopt By-laws for the Agency which shall, among other matters, set forth provisions for the holding, notice, call and conduct of meetings of the Board of Directors and the Executive Committee, the adoption of annual budgets and appropriations, and entering into of contracts and purchases by the Agency, the adoption of regulations, approval of

amendment or updates to the Plan, or such other measures as are necessary to the performance of its obligations pursuant to this Agreement. The By-Laws may be adopted or amended only upon the affirmative vote of not less than 2/3 of the then Directors. The by-laws may provide additional requirements and procedures with respect to amendment of the by-laws.

Section 11. Amendment

This Agreement may be amended by written agreement of all Members, authorized by ordinances adopted by their respective corporate authorities, certified copies of which shall be filed with the Secretary of the Agency. Promptly upon there being any amendment to this Agreement, the Secretary of the Agency shall cause a copy of the amendment to be filed in the office of the Illinois Secretary of State, Index Division.

Section 12. Enforcement

The Agency, any Member of Members thereof, shall have the right to enforce this Agreement, the By-laws, a System Development and Implementation Agreement or any other agreement among or between the Agency and anyone or more Members against any Member and to compel payment of contributions and charges as provided in this Agreement, the By-laws, a System Development and Implementation Agreement or any other agreements. If suit is necessary to compel enforcement of provisions of this Agreement, the By-laws, a System Development and Implementation Agreement or any other such agreement or to compel payment of contributions and charges of the Agency, any Member or Members thereof, the prevailing party shall have its reasonable legal fees and costs pertaining to the suit, paid for in such amount as determined by the court.

Section 13. Effective Date

This Agreement shall become effective upon execution at Closing (the "Effective Date"). Closing shall occur: (i) on the date ten (10) days after twenty (20) Members have adopted and published ordinances authorizing execution of this Agreement; or (ii) on such-later date as the Original Members shall determine, but in no event shall closing occur prior to August 1, 1990. A certified copy of said ordinances shall be provided to the Lake County Administrator.

Section 14. Filing with Secretary of State

Promptly upon this Agreement becoming effective, a copy of this Agreement shall be filed with the Illinois Secretary of State, Index Division.

Section 15. Organization of the Agency

Simultaneously with the execution of this Agreement by a Member it shall make its appointments to the Board of Directors. Within thirty days of the effective date of this Agreement the Board of Directors shall meet and as soon as may be practicable shall elect the Executive Committee and officers of the Agency and adopt such By-laws as may be appropriate.

Section 16. Non-Waiver

Nothing in this Agreement shall be construed as a waiver of any power granted by law to a Member with respect to the location and operation of a Waste Project of the Agency within the corporate limits of the Member.

Section 17. Severability

If any provision of this Agreement shall be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect other provisions of this Agreement which can be given effect without the illegal, invalid or unenforceable provision and to this end, the provisions of this Agreement are severable.

Section 18. Execution in Several Counterparts

This Agreement may be executed in any number of counterparts each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Agency and the Members or Additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

In Witness WHEREOF, the undersigned have caused this agreement to be executed in their respective names, and have caused this Agreement to be attested, all y their duly authorized officers and representatives, and have caused this Agreement to be dated as if the date and year first written above.

NAME OF JURISDICTION

MAYOR OR PRESIDENT

ATTEST

EXHIBIT ONE

Eligible Municipalities under Agency Agreement **paragraphs 5.2 and 5.3(a)**

Village of Antioch
Village of Barrington
Village of Beach Park
Village of Deer Park
Village of Fox Lake
Village of Grayslake
Village of Gurnee
Village of Hawthorn Woods
City of Highwood
Village of Island Lake
Village of Lake Barrington
City of Lake Forest
Village of Lake Zurich
Village of Libertyville
Village of Lindenhurst
Village of Mettawa
Village of North Barrington
Village of Old Mill Creek
Village of Riverwoods
Village of Round Lake Beach
Village of Round Lake Park
Village of Tower Lakes
Village of Wadsworth
City of Waukegan
Village of Winthrop Harbor

Village of Bannockburn
Village of Barrington Hills
Village of Buffalo Grove
Village of Deerfield
Village of Fox River Valley Gardens
Village of Green Oaks
Village of Hainesville
City of Highland Park
Village of Indian Creek
Village of Kildeer
Village of Lake Bluff
Village of Lake Villa
Village of Lakemoor
Village of Lincolnshire
Village of Long Grove
Village of Mundelein
City of North Chicago
City of Park City
Village of Round Lake
Village of Round Lake Heights
Village of Third Lake
Village of Vernon Hills
Village of Wauconda
Village of Wheeling
City of Zion

EXHIBIT TWO

Initial Capital Contribution Schedule under
Agency Agreement paragraph 5.3

Member's Population Based on the
most recent federal census or if
available, a more recent corrected,
revised or, special census as reported
in Illinois Counties and Incorporated
Municipalities, dated June 1, 1989
and published by the Secretary of state
the State of Illinois

Amount of Initial Capital Contribution

Less than 5,000	\$ 5,000.00
Above 5,000 to 10,000	7,500.00
Above 10,000 to 15,000	10,000.00
Above 15,000 to 20,000	12,500.00
Above 20,000 to 25,000	15,000.00
Above 25,000 to 30,000	17,500.00
Above 30,000 to 35,000	20,000.00
Above 35,000 to 40,000	22,500.00
Above 40,000	25,000.00

Intergovernmental Agreement Solid Waste Agency of Lake County, IL Amendment Record

DULY PASSED ON April 10, 2025

AMENDING SWALCO IGA Section 8.3- Governance

WHEREAS, at its regular meeting on [April 10, 2025] the Board of Directors approved "Amending Section 8.3" of the existing Intergovernmental Agreement, and

WHEREAS, the SWALCO Board Members, at an open public meeting held on April, 10, 2025, determined that the current agreement should be amended to grant the Executive Committee to include the Director from the County of Lake and the Chairman of the Board of Directors as permanent members, which includes voting privileges for consent and action items presented during executive committee meetings.

RESOLVED, that the Board amends the Solid Waste Agency of Lake County, IL Intergovernmental Agreement as attached.

We, the undersigned, hereby certify that the Solid Waste Agency of Lake County, IL is comprised of [43] members, of whom [30], constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held this [10] day of [April 2025]. and that the foregoing amendment was duly adopted at said meeting by the affirmative vote of [30] members, and opposed by [0] members, and that said amendment has been duly recorded in the meeting minutes and is in full force and effect.


[EXECUTIVEDIRECTOR]


[SECRETARY]



SOLID WASTE AGENCY OF LAKE COUNTY, IL

Staff Report



Meeting Date: April 27, 2026

Staff Contact: Corey Cohn, Business Development Specialist
Jamie Elder, Business Development Manager

Department: City Manager's Office

Title: A Resolution Entering Into a Food & Beverage Interior Improvement Grant for Katy The Butcher LLC (1954 First Street)

Recommendation:

Staff recommends approving up to a maximum of \$56,240.50 from the Food & Beverage Interior Improvement and Expansion Grant Program for Katy the Butcher LLC, a limited-service food and beverage establishment at 1954 First Street.

Policy Consideration:

Background

The Food & Beverage Establishment Interior Improvement and Expansion Grant Program provides financial assistance to qualified new and existing full-service and limited-service food and beverage businesses that generate sales tax to cover eligible costs when upgrading and expanding their commercial space. These businesses often face substantial costs when upgrading and expanding their commercial space. This initiative aims to encourage property owners to lease high-quality establishments, support the economic vitality of the business community, and remove barriers to existing business growth and new business attraction. For eligible limited-service establishments, this grant can cover up to 50% of the approved expenses related to eligible improvements, up to a maximum of \$100,000.

The proposed improvements to the renovation of Katy The Butcher LLC are critical to growing and expanding the limited-service butcher shop, with the potential to increase revenue and F&B sales taxes over the long term.

The property is owned by Imperial Realty. To support the project's financial feasibility, the owner has committed to providing the applicant with rent abatement throughout the construction period (five months). The complete and signed application for this project remains on file in the City Manager's Office.

Eligible Improvements

- Painting
- Permanent flooring materials
- Lighting (electrical upgrades)
- Kitchen appliances (walk-in cooler and freezer)
- Grease traps
- Permanent HVAC equipment

Cost Estimates

The applicant successfully sought multiple bids for the eligible improvements. The most competitive bid received for the comprehensive scope of work totaled \$112,481. This cost was notably below the other two submitted estimates, which totaled \$171,481 and \$180,625.04. In accordance with the program's 50% reimbursement rate, if awarded, the lowest bid amount entitles the applicant to a grant award of up to \$56,240.50.

Impact of Improvements

Supporting the investment of new food and beverage operators' restaurant space in a key commercial business district is one of the main tenets of this grant program and has a lasting impact on the Central Business District (CBD). By investing in modernized kitchen facilities—including a walk-in kitchen appliances—and a refreshed, reconfigured space with updated HVAC systems, grease traps, lighting, and other cosmetic upgrades, the operator will enhance operational efficiency and the overall guest experience. These upgrades allow for an expanded, unique menu designed to attract regional traffic from neighboring towns, directly stimulating local economic growth, creating new employment opportunities, and generating increased sales tax contributions for the City.

Katy Wilhelmi, the operator of Katy the Butcher, brings over sixteen years of specialized experience in the meat production chain to Highland Park. Her extensive background includes formal training, where she earned HACCP certification and gained deep expertise in food safety, fabrication, and animal husbandry. Her rigorous ranching and processing experience is further complemented by her background as a certified sommelier and her years in fine dining. Additionally, she has refined her butchery skills through professional experience at Al's Meat Market for several years, further solidifying her understanding of the regional market and butcher practices. This unique venue is a destination business that will draw customers from a broad regional area into the Central Business District.

Program Requirements

- A food and beverage establishment that generates sales tax.
- A limited-service food and beverage establishment, as defined in this document, generates a minimum annual gross sales revenue of \$300,000 for the two most recent tax years.
- The property and business owner must contribute financially to the project. The property owner's contribution may include tenant improvements and rent reductions. If the property owner refuses to contribute to the improvements, they must provide written

notification to the City, which will be attached to the public agreement.

- A property comprising or including ground-floor commercial space on a public street in any commercial district within the City.
- The subject property must be compliant with applicable City codes.
- The subject property must be an existing commercial space within the City limits.
- The property taxes, business license/permit fees, business taxes, water bills, sewer bills, citations, and any other City invoices for the subject property and business must be current and not on payment plans.

Core Priorities:

Financial Stability

Katy the Butcher LLC is eligible for a 50/50 cost-share grant of up to a maximum of \$56,240.50. Funds for the Food & Beverage Interior Improvement and Expansion Grant Program are budgeted in FY2026 in account 1110107.62100 Business Development Programs & Events. All grant dollars are paid out as reimbursements to the business owner after completion of the work and verification of expenditures.

The City of Highland Park has updated its grant "claw-back" schedule in relation to this grant request; the applicant is aware and amenable to the updated provisions. If the restaurant closes or violates the agreement within five years of receiving funds, the applicant must repay a portion of the grant within one year of the event.

Claw-back Payment Schedule

0–2 Years: 100% repayment of grant funds.

2–4 Years: 80% repayment of grant funds.

5 Years: 60% repayment of grant funds

Economic Development

The Food & Beverage Interior Grant Program is a driver of economic development by addressing the substantial costs associated with upgrading a commercial space. The grant removes financial barriers, supporting the growth of existing food and beverage operators and attracting new businesses to the City. The focus on businesses that generate sales tax ensures that the public funds invested create a measurable return through increased municipal revenue and a stronger local tax base. The proposed improvements are geared towards stimulating broader economic activity and creating employment opportunities within the community. This strategy supports business retention, fosters competitive commercial districts, and uses strategic investment to ensure the long-term economic vitality and stability of the local business community.

Vibrancy

The Food & Beverage Establishment Interior Improvement and Expansion Grant Program is strategically aligned with the core priority of Vibrancy by directly funding aesthetic and functional upgrades to the City's commercial spaces. This financial assistance encourages both

new and existing businesses to invest and reinvest in improving and expanding their physical footprint, often in key commercial districts, which translates into a more attractive and engaging streetscape. By incentivizing operators and property owners in partnership with the City, the community gains an expansion of cuisine offerings, retains growing businesses and provides opportunities to grow the City's dining scene, ensuring diverse, modern, and high-caliber restaurants and making the area a more dynamic and desirable destination for residents and visitors alike.

Attachments:

1. Exhibit A - Economic Incentive Agreement for Katy the Butcher LLC
2. Resolution Approving F&B Incentive Agreement for Katy The Butcher LLC

**ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN
THE CITY OF HIGHLAND PARK,
KATY THE BUTCHER LLC, and
IMPERIAL REALTY COMPANY as agent of THE KLAIRMONT FAMILY L.L.C.**

THIS ECONOMIC INCENTIVE AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2026, by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (**“City”**), **KATY THE BUTCHER LLC**, an Illinois limited liability company (**“Business Owner”**), and **IMPERIAL REALTY COMPANY as an agent for THE KLAIRMONT FAMILY L.L.C.**, an Illinois limited liability company (**“Property Owner”**).

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

SECTION 1. RECITALS.

A. In recognition of the importance of a successful business environment to the City’s tax base, the City desires to enhance the long-term viability of the City’s tax base and strengthen the competitive advantage of conducting business within the City by providing, in certain strategic circumstances, assistance and incentives to new and existing business entities in the City.

B. The City established the Food & Beverage Establishment Interior Improvement and Expansion Grant Program to offer significant financial assistance to new and existing full-service and limited-service food and beverage businesses that generate sales tax (**“F&B Grant Program”**).

C. The F&B Grant Program aims to encourage property owners to lease to high-quality food and beverage establishments, support the economic vitality of the business community, and remove barriers to existing business growth and new business attraction.

D. The Property Owner is the owner of that certain real property located at 1954 First Street, containing approximately 1,450 interior square feet and 1,465 exterior square feet (**“Property”**).

E. The Business Owner is the tenant of the Property and desires to operate a limited-service establishment at the Property (**“Restaurant”**).

F. The Business Owner intends to make updates and certain improvements to the Restaurant (**“Improvements”**), which Improvements include painting, installation of permanent flooring materials, lighting and electrical work, and installation of permanent HVAC equipment, kitchen appliances, and grease traps.

G. The Property Owner contributed financially to the Project by providing rent abatement to the Business Owner.

H. The City anticipates that the Improvements at the Restaurant will significantly contribute to the City’s economic stability through substantial revenue and employment opportunities.

I. In order to construct the Improvements to the Restaurant at the Property, the Business Owner and the Property Owner (collectively, the **“Applicant”**) have requested that the City provide, and the City agrees to provide, an economic incentive grant of up to 50% of the approved expenses related to eligible Improvements, up to a maximum of \$56,240.50 to the Applicant, as set forth in this Agreement.

J. The City, the Business Owner, and the Property Owner desire to enter into this Agreement to enable the use of the Property in a manner that will enhance the business environment of the City.

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

- A. **“Commencement Date”** means _____, _____.
- B. **“Corporate Authorities”** means the Mayor and City Council of the City.
- C. **“Effective Date”** means the date first written in the first paragraph of the first page of this Agreement.
- D. **“Eligible Costs”** means those types of expenditures incurred by the Applicant that are eligible for payment or reimbursement through the F&B Grant Program, as outlined in Exhibit A attached to this Agreement.
- E. **“Force Majeure”** means a strike, lockout, act of God, global, national, or local pandemic, or other factors beyond a Party’s reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include: (i) delays caused by weather conditions unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the subject property; (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions, and (iii) obligations to pay monies owed, including the Grant Funds.
- F. **“Grant Funds”** means the grant to be provided by the City to the Business Owner, to reimburse a portion of the Eligible Costs, as set forth in Section 5 of this Agreement.
- G. **“Lease Agreement”** has the meaning set forth in Section 3.C of this Agreement.
- H. **“Parties”** means the City, the Business Owner, and the Property Owner, collectively.
- I. **“Redevelopment”** means the renovations and redevelopment of the Restaurant including the Improvements located at the Property undertaken by the Applicant.
- J. **“Requirements of Law”** has the meaning set forth in Section 5.D of this Agreement.

Other capitalized terms used in this Agreement have the meaning ascribed to them in this Agreement.

SECTION 3. REDEVELOPMENT OF THE PROPERTY.

A. **Development, Use, Operation, and Maintenance.** The Property must be developed, used, operated, and maintained in compliance with all Requirements of Law and this Agreement.

B. **Improvements to the Property.** The Applicant must complete the Improvements on or before August 30, 2026, in accordance with the Requirements of Law. In their absolute and sole discretion, and upon receipt of a written request therefor, the City Manager may extend the deadline for completion of the Improvements by up to 180 days. The Improvements include, without limitation: flooring, painting, lighting, décor, furniture, fixtures, and equipment, all to the extent, in whole or in part, as determined by Applicant in its reasonable discretion taking into account the intended quality and needs of the Restaurant.

C. **Lease of Property.** As a condition of the City paying the Grant Funds as set forth in Section 5 of this Agreement, the Business Owner must submit proof of an agreement for the lease of the Property from the Property Owner ("**Lease Agreement**"), which Lease Agreement must have been executed for at least five years, and must provide a minimum of five years remaining ("**Base Lease Term**").

D. **Completion of Improvements and Verification of Redevelopment Costs.** Notwithstanding any provision of this Agreement to the contrary, the City will not have any obligation to pay any portion of the Grant Funds to the Applicant prior to the Applicant's submission of a detailed cost estimate which separately shows the proposed Improvements, and which must match, in all material respects, the scope of work shown in the Applicant's submitted plans, all to the reasonable satisfaction of the City Manager. The cost estimate must be provided by a general contractor not related to the Applicant, including relation through familial relationships or from any other joint-venture partnership.

E. **Receipts.** The City may refuse to issue a check for the Grant Funds before submittal by the Applicant of all receipts or other evidence of actual payment of the Eligible Costs incurred in the completion of the Redevelopment (collectively, the "**Receipts**").

SECTION 4. OPERATIONAL OBLIGATIONS.

A. **Compliance with City Code.** During the Base Lease Term, the Applicant agrees to maintain the Restaurant and the Property in accordance with all applicable Requirements of Law.

B. **Eminent Domain.** If the whole of the Property is taken by any public authority under the power of eminent domain, the Term of this Agreement will cease as of the day possession shall be taken by such public authority. If less than all of the Property is so taken, this Agreement will terminate only as to the portion so taken by such public authority as of the day of possession. If the City is the public authority exercising the power of eminent domain, the Applicant will not be required to repay the Grant Funds to the City.

C. **Lease Agreement.** The Applicant agrees to maintain the Improvements in accordance with the Lease Agreement.

D. **Public Rights-of-Way**. The Applicant agrees to repair any damage to any public-right-of-way caused by or in connection with the installation of the Improvements pursuant to this Agreement and in accordance with the Lease Agreement.

E. **Alteration of Improvements**. The Applicant agrees to not alter or remove the Improvements for any reason, without limitation, for at least five years after the Applicant receives the Grant Funds. If any Improvements that have been paid for, in whole or in part, with Grant Funds are removed for any reason within the five-year period beginning upon approval of this Agreement, the entirety of the Grant Funds must be repaid to the City within 30 days after removal of the Improvements.

SECTION 5. AWARD OF GRANT FUNDS.

A. **Grant Funds**. The Grant Funds awarded pursuant to this Agreement will not be offset, reduced, or conditioned upon any other grant, gift, loan or other incentive awarded by any third party to the Applicant. Conditioned on compliance with the disbursement requirements and operational obligations set forth in Sections 3, 4, and 5.B of this Agreement, the City agrees to remit to the Business Owner, at the Applicant's direction, payment of the Grant Funds pursuant to the following schedule: a lump sum payment of \$56,240.50 within 45 days after submittal of Receipts or other evidence of actual payment for the Eligible Costs incurred in the completion of the Redevelopment. The Grant Funds must be used only for the costs incurred by the Applicant in constructing the Improvements.

B. **Disbursement Requirements**. The following requirements must be satisfied to the reasonable satisfaction of the City to allow for the disbursement of the Grant Funds:

1. **Submission of Lease Agreement**. The Applicant must provide a copy of the executed Lease Agreement to the City.

2. **Submission of Cost Estimate Breakdown**. The Applicant must provide to the City a detailed cost estimate breakdown for the Applicant's obligations of the Redevelopment, in accordance with Section 3.E of this Agreement.

3. **Filing of UCC Statement**. The Applicant must file with the Illinois Secretary of State an appropriate Uniform Commercial Code Financing Statement identifying the Applicant as debtor and the City as secured party therein, to provide secured rights for the benefit of the City in the furniture, fixtures and equipment, in a form to be approved in advance by the City's Corporation Counsel, which approval may not be unreasonably withheld, conditioned, or delayed.

C. **Closure; Refund of Grant**.

1. **Refund of Grant Funds**. In the event that, at any time on or before the date that is fifth anniversary of the date of issuance of the Grant Funds, the Applicant either abandons, permanently closes, or terminates the use of the Property for the Restaurant on a permanent basis ("**Closure**"), or alternatively, violates any provision of this Agreement beyond the applicable cure period set forth in Section 10.B of this Agreement ("**Violation**"), then (subject to Section 4.C of this Agreement): (a) the provisions of this Agreement with regard to the Grant Funds will, as of the date of the Closure or Violation, automatically terminate and become null and void and be of no further force or effect, and

the City will have no obligation whatsoever to perform any of its obligations in Section 5 of this Agreement; and (b) within one year after the date of Closure or Violation, the Applicant must refund to the City a portion of the Applicant received by the Applicant prior to the date of the Closure or Violation, as follows:

<u>Date of Closure</u>	<u>Claw-back Payment</u>
0-2 years after date of issuance of Grant Funds	100% of the Grant Funds
2-4 years after date of issuance of Grant Funds	80% of the Grant Funds
5 years after date of issuance of Grant Funds	60% of the Grant Funds

The obligations set forth in this Section 5.C.1 survive the termination or expiration of this Agreement.

2. The Applicant must provide the City with no less than 60 days prior written notice, or such shorter period as practical in the event of casualty or eminent domain, prior to Closure if the Closure occurs within the five years after the issuance of the Grant Funds. The Business Owner agrees that the transfer of legal or beneficial interest in all or any portion of the Property or the Restaurant, in accordance with Section 11.C of this Agreement does not constitute a Closure for purposes of this Agreement.

D. **Limitations on Payment of Grant Funds.** The Applicant acknowledges and agrees that the Restaurant must be operated, used and maintained in strict compliance with all applicable City codes, ordinances, and regulations (collectively, the “**Requirements of Law**”), and that if the Applicant fails to comply in all material respects with the Requirements of Law or cure any defects, after the City provides Applicant with written notice of any such defect, failure or violation, within the time set forth in Section 10.B of this Agreement, the City will have the right to suspend payment of the Grant Funds to the Applicant for the period that the Applicant is not in material compliance with the Requirements of Law, and the City will have no further obligation to provide any portion of the Grant Funds to the Applicant until the City determines in its reasonable discretion that the Applicant is in material compliance with the Requirements of Law, at which time all suspended payments will be remitted to the Applicant. A legal nonconformity created as a result of the City’s amendment to the Requirements of Law subsequent to the Commencement Date will not constitute a failure of the Applicant to comply with the Requirements of Law.

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

SECTION 6. FORCE MAJEURE.

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for either of the Parties to perform any act or obligation, and the Party, as the case may be, is unable to perform or complete the act or obligation because of a

Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

SECTION 7. LITIGATION AND DEFENSE OF AGREEMENT/INDEMNITY.

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

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

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

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

E. **Indemnity.** The Applicant agrees to, and does hereby, hold harmless and indemnify the City, the Corporate Authorities, all City elected and appointed officials, officers, employees, agents, representatives, and attorneys (each, an “***Indemnitee***” and collectively, the “***Indemnitees***”) from any and all third-party claims that may, at any time, be asserted against any of the Indemnitees in connection with (1) the construction, operation, and maintenance of the Restaurant and the Property; and (2) the performance by the Applicant of its obligations under this Agreement and all related ordinances, resolutions, or other agreements; provided, however, that the Applicant will have no indemnification obligation to any of the Indemnitees to the extent that any losses or damages claimed are caused by the gross negligence, fraud, or willful misconduct of one or more Indemnitees.

F. **Defense Expenses.** The Applicant hereby agrees to pay, without protest, all actual and reasonable expenses incurred by the City in defending itself with regard to any and all of the

claims identified in Section 7.E of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual and customary fee rates to the City; and (2) the reasonable value of any services rendered by any employees of the City, not to exceed their actual salaries.

G. **Joint and Several Liability.** The obligations and liabilities of the Business Owner and the Property Owner under this Agreement are and will be joint and several.

SECTION 8. TERM.

This Agreement will be in full force and effect for a period commencing on the Commencement Date and through the date that is ten years after the date of the issuance of the Grant Funds for the Restaurant ("***Term***"). During the Term, this Agreement inures to the benefit of and is enforceable by the Applicant, the City, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 9. ISSUANCE OF BUILDING PERMITS; PAYMENT OF CITY FEES AND COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Applicant must pay to the City, as and when due, all application, inspection, and permit fees, all other fees, and charges required by applicable City codes, ordinances, resolutions, rules, or regulations, and all reasonable third-party legal, engineering, and other consulting or administrative fees, costs, and expenses. The City agrees to expedite all plan and permit review in connection with the Redevelopment described herein.

SECTION 10. ENFORCEMENT.

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

B. **Notice and Cure.** No Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 10.A of this Agreement without first providing written notice to all other Parties of the breach or alleged breach and allowing 30 days to cure the breach or alleged breach. If the breach cannot be cured within the 30-day period ("***Time for Cure***"), then the Time for Cure will be extended accordingly, provided that the notified

Party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence.

SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

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

B. **Binding Effect.** The Applicant acknowledges and agrees that this Agreement is binding upon the Business Owner, the Property Owner, and any and all of their respective successors, permitted assigns, and successor owners of record of all or any portion of the Restaurant.

C. **Transferee Assumption.** To assure that any potential successor, or permitted assign has notice of this Agreement and the benefits and obligations created by it, the Applicant agrees to require, prior to the transfer of a legal or beneficial interest in a majority ownership of, or controlling interest in the Restaurant, the transferee to execute an enforceable transferee assumption agreement in a form reasonably acceptable to the City. The City agrees that, upon a successor becoming bound to the personal obligation created in this Agreement in the manner provided, the liability of the Applicant or other predecessor obligor will be released to the extent of the transferee's assumption of liability. The Applicant agrees to notify the City in writing at least 30 days prior to the date on which the Applicant proposes to transfer a legal or beneficial interest in a majority ownership of, or controlling interest in, the Restaurant to a transferee. Concurrent with any such transfer described in this Section 11.C, the Applicant must provide the City with a fully executed copy of the transferee assumption agreement.

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

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

SECTION 12. REPRESENTATIONS AND WARRANTIES.

A. **Business Owner's Representations and Warranties.** In order to induce the City to enter into this Agreement and to adopt the ordinances and grant the rights herein provided for, the Business Owner hereby warrants and represents to the City as follows:

1. The Business Owner is a duly organized, validly existing limited liability company in good standing under the laws of the State of Illinois.

2. The Business Owner has the limited liability company authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.

3. All necessary consents of any members or managers or constituent entities, creditors, investors, partners, judicial, or administrative bodies, governmental authorities except the City, or other parties including specifically, but without limitation, all secured parties, regarding the execution and delivery of this Agreement have been obtained.

4. The consent or authorization of, filing with, or other act by or in respect of any governmental authority except the City is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

5. The individuals executing this Agreement on behalf of the Business Owner have the power and authority to execute and deliver this Agreement on behalf of the Business Owner.

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

B. Property Owner's Representations and Warranties. In order to induce the City to enter into this Agreement and to adopt the ordinances and grant the rights herein provided for, the Property Owner hereby warrants and represents to the City as follows:

1. The Property Owner is a duly organized, validly existing limited liability company in good standing under the laws of the State of Illinois.

2. The Property Owner has the limited liability company authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.

3. All necessary consents of any members or managers or constituent entities, creditors, investors, partners, judicial, or administrative bodies, governmental authorities except the City, or other parties including specifically, but without limitation, all secured parties, regarding the execution and delivery of this Agreement have been obtained.

4. The consent or authorization of, filing with, or other act by or in respect of any governmental authority except the City is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

5. The individuals executing this Agreement on behalf of the Property Owner have the power and authority to execute and deliver this Agreement on behalf of the Property Owner.

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

C. **City's Representations and Warranties.** In order to induce the Applicant to enter into this Agreement, the City hereby warrants and represents to the Applicant as follows: (1) the operation of the Restaurant at the Property is allowed as of right under the current zoning classification of the Property, without any variance being required; (2) the funds for the Grant Funds are held by or on account of the City, and are available for timely disbursement pursuant to this Agreement; and (3) all necessary consents or approvals of the City Council or any administrative bodies, governmental authorities, or other parties regarding the execution, delivery and performance by the City of this Agreement have been obtained.

SECTION 13. GENERAL PROVISIONS.

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

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

C. **Notices.** Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

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

City of Highland Park

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

With a copy to:

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

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

Kathryn Wilhelmi, Business Owner
PO Box 1003
Northbrook, Illinois 60035
Attn: Kathryn Wilhelmi

With a copy to:

Attn: _____

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

Imperial Realty Company, as an agent for The
Klairmont Family L.L.C., Property Owner
4747 W. Peterson Avenue
Chicago, Illinois 60646
Attn: _____

With a copy to:

Attn: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	<u>CITY:</u>
	CITY OF HIGHLAND PARK,
ATTEST:	an Illinois home rule municipal corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

	<u>BUSINESS OWNER:</u>
	Katy the Butcher LLC
	an Illinois limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

	<u>PROPERTY OWNER:</u>
	Imperial Realty Company as an agent for The Klairmont Family L.L.C., an Illinois limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ACKNOWLEDGEMENTS

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 notarial seal this ____day of _____, 2026.

Notary Public

My Commission Expires: (SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, a Notary Public in and for said County, in the State aforesaid,
do hereby certify that _____, personally known to me to be the
_____, an Illinois limited liability company, signed and delivered said
instrument as his free and voluntary act and as the free and voluntary act of said company, for
the uses and purposes therein set forth.

Given under my hand and notarial seal this ____day of _____, 2026.

Notary Public

My Commission Expires: (SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, a Notary Public in and for said County, in the State aforesaid,
do hereby certify that _____, personally known to me to be the
_____, an Illinois limited liability company, signed and delivered said
instrument as his free and voluntary act and as the free and voluntary act of said company, for
the uses and purposes therein set forth.

Given under my hand and notarial seal this ____day of _____, 2026.

Notary Public

My Commission Expires: (SEAL)

EXHIBIT A

LIST OF EXPENDITURES

- Painting
- Permanent flooring materials
- Kitchen appliances
- Installation of permanent HVAC equipment
- Lighting and electrical work
- Grease traps

CITY OF HIGHLAND PARK

RESOLUTION NO. R2026-_____

**A RESOLUTION APPROVING AN ECONOMIC INCENTIVE AGREEMENT
WITH KATY THE BUTCHER LLC AND
IMPERIAL REALTY COMPANY, AS AGENT FOR THE KLAIRMONT FAMILY L.L.C.**

WHEREAS, Imperial Realty Company, as agent for The Klairmont Family L.L.C., an Illinois limited liability company ("**Property Owner**"), is the record title owner of that certain real property located at 1954 First Street, in the City ("**Property**"); and

WHEREAS, Katy The Butcher LLC, an Illinois limited liability company ("**Business Owner**"), is the tenant of, and desires to operate a limited-service restaurant space ("**Restaurant**") at, the Property; and

WHEREAS, the Property Owner and the Business Owner intend to make updates and certain improvements to the Property for the benefit of the Restaurant, which will enhance the City's tax base and generate new business in the City; and

WHEREAS, the Property Owner and the Business Owner have requested that, to enable the development of the Restaurant on the Property, the City provide an economic incentive grant of up to \$56,240.50 to assist in the improvement of the Restaurant ("**Grant**"); and

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

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

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

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

SECTION TWO: **APPROVAL OF AGREEMENT.** The Agreement between and among the City, the Property Owner, and the Business Owner is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Manager and the Corporation Counsel.

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

the Agreement will, at the option of the City Council, be null and void.

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

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

Nancy R. Roterling, Mayor

ATTEST:

Ghida S. Neukirch, City Clerk

EXHIBIT A
AGREEMENT

Staff Report



Meeting Date: April 27, 2026
Staff Contact: Corey Cohn, Business Development Specialist
Department: City Manager's Office

Title: A Resolution Entering into an Exterior Improvement Grant for Lake Cook/Skokie LLC d/b/a Rmarts Shell North Shore (10 Skokie Valley Road)

Recommendation:

Staff recommends approving funding from the Exterior Improvement Grant Program, not to exceed \$20,000 for Lake Cook/Skokie LLC d/b/a Rmarts Shell North Shore for eligible expenditures at 10 Skokie Valley Road.

Policy Consideration:

In recognition of the importance of independent merchants to the City's vibrancy and tax base, the Exterior Improvement Program Grant (EIP), effective January 1, 2024, encourages the improvement and revitalization of the visible exterior appearance of existing buildings. A copy of the completed application is on file in the City Manager's Office.

Eligible Improvements

- Replacing, repainting, and restoring exterior doors
- Designing, manufacturing, and installing new signage
- Pressure wash building cleaning
- Painting
- Replacing permanent graphics

Program Requirements and Required Documentation Received

- Written consent from the property owner was included in the application form to implement the improvements and participate in the program.
- Photos of the existing façade with a diagram outlining the scope of the area to be repaired.
- Itemized costs for the proposed project.

Cost Estimates

The applicant provided two cost proposals for the listed eligible improvements. The applicant intends to select the contractor with the lowest bid at a total cost of \$46,758. The grant request of \$20,000 is in accordance with the City's current ordinance, as it does not exceed the maximum cap of \$20,000 or 50% of the total eligible improvements.

Eligibility

Lake Cook/Skokie LLC d/b/a has met all program requirements per Chapter 107 of "The Highland Park Code of 1968". The application is eligible for consideration of a grant. Staff confirmed that this business generates sales tax as the program requires. Council action on this item constitutes approval of funding through the EIP contingent on the applicant receiving all necessary permit approvals separate from this application and the submittal of paid invoices.

Core Priorities:

Fiscal Stability

Lake Cook/Skokie LLC d/b/a Rmarts Shell North Shore is eligible for a grant up to \$20,000. Funds for the Exterior Improvement Grant Program are budgeted in FY2026 in account 1110107.62100 *Business Development Programs & Events*.

Economic Development

The Exterior Improvement Grant directly contributes to economic development by lowering the financial barrier for property owners and sales tax-producing businesses to make necessary structural, functional, and aesthetic upgrades to improve the functionality of the property and place of business. Through the use of this incentive program, the City effectively leverages public funds to stimulate greater private investment in commercial real estate improvements. A higher quality and more modern physical environment helps local sales-tax-generating businesses become more competitive and ensures their long-term retention.

Vibrancy

The Grant Program significantly boosts community vibrancy by directly improving the overall aesthetic of commercial business districts. Enhanced exterior improvements create a welcoming, safe, and visually appealing environment, transforming commercial areas into vibrant destinations. Furthermore, improvements to functionality support a positive patron experience. This increased foot traffic and public engagement in the business districts are key indicators of a thriving and dynamic community life.

Attachments:

1. Resolution Approving EIP Grant to Lake Cook Skokie LLC
2. Renderings - Rmarts Shell North Shore
3. Existing Facade - Rmarts Shell North Shore

CITY OF HIGHLAND PARK

RESOLUTION NO. R2026-_____

**A RESOLUTION APPROVING AN EXTERIOR IMPROVEMENT GRANT FOR
LAKE COOK/SKOKIE LLC D/B/A RMARTS SHELL NORTH SHORE**

WHEREAS, the City of Highland Park ("**City**") recognizes the importance of independent merchants to the City's vibrancy, quality of life, and tax base; and

WHEREAS, Chapter 107 of "The Highland Park Code of 1968", as amended ("**City Code**"), establishes the City's Exterior Improvement Program, through which the City provides financial assistance to sales tax generating businesses and property owners to improve the appearance and image of business properties; and

WHEREAS, the City has designated funds in the City's FY2026 budget to approve Exterior Improvement Program grants ("**EIP Grants**"); and

WHEREAS, Ryan Razowsky ("**Applicant**") is the business owner of Lake Cook/Skokie LLC d/b/a Rmarts Shell North Shore, located at the address commonly known as 10 Skokie Valley Road ("**Property**"); and

WHEREAS, the Applicant has submitted an application for an EIP Grant from the City to improve the exterior of the Property ("**Approved Eligible Improvements**"); and

WHEREAS, the City Manager has determined that the Applicant qualifies for an EIP Grant and has recommended issuance of an EIP Grant to the Applicant; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City to award an EIP Grant to the Applicant in accordance with, and subject to, the conditions, restrictions, and provisions of 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 incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: **APPROVAL OF EIP GRANT.** Subject to, and contingent upon, the condition set forth in Section Three of this Resolution, the City Council hereby approves the issuance of an EIP Grant to the Applicant in an amount not to exceed 50% of the cost of the Approved Eligible Improvements and up to a maximum of \$20,000, in accordance with, and pursuant to, Section 107.006(C) of the City Code and the home rule powers of the City.

SECTION THREE: **CONDITION.** The approval granted in Section Two of this Resolution is hereby expressly subject to and contingent upon the completion by the Applicant of the construction of the Approved Eligible Improvements within 120 days after the effective date of this Resolution.

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

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

Nancy R. Rotering, Mayor

ATTEST:

Ghida S. Neukirch, City Clerk

NORTH SHORE - SKOKIE VALLEY
EXTERIOR - FRONT



©2025 THE GRAPHIC SHOP, INC.

STORE REMODEL 4

NORTH SHORE - SKOKIE VALLEY
EXTERIOR - BACK



© 2025 THE GRAPHIC SHOP, INC.

STORE REMODEL 6

NORTH SHORE - SKOKIE VALLEY
CAR WASH - DIRECTION SIGN



Clearance 7'-0"

NORTH SHORE - SKOKIE VALLEY

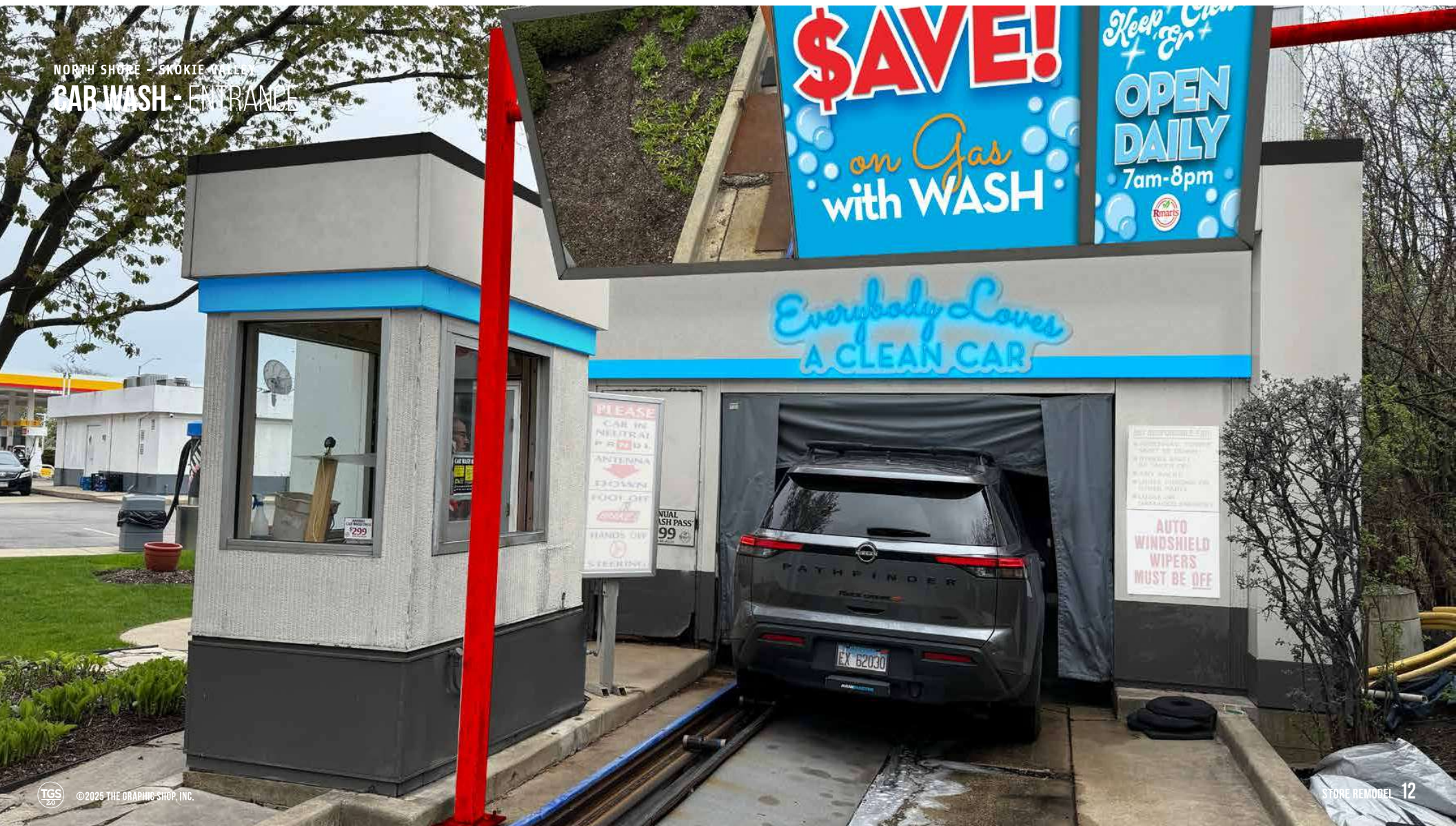
CAR WASH - SIDE / EXIT



©2025 THE GRAPHIC SHOP, INC.

STORE REMODEL 10

NORTH SHORE - SKOKIE, ILL.
CAR WASH - ENTRANCE



TGS

© 2025 THE GRAPHIC SHOP, INC.

STORE REMODEL 12

NORTH SHORE - SKOKIE VALLEY
EXTERIOR - FRONT



NORTH SHORE - SKOKIE VALLEY
EXTERIOR - BACK



TGS © 2025 THE GRAPHIC SHOP, INC.

STORE REMODEL 5

NORTH SHORE - SKOKIE VALLEY

CAR WASH - DIRECTION SIGN

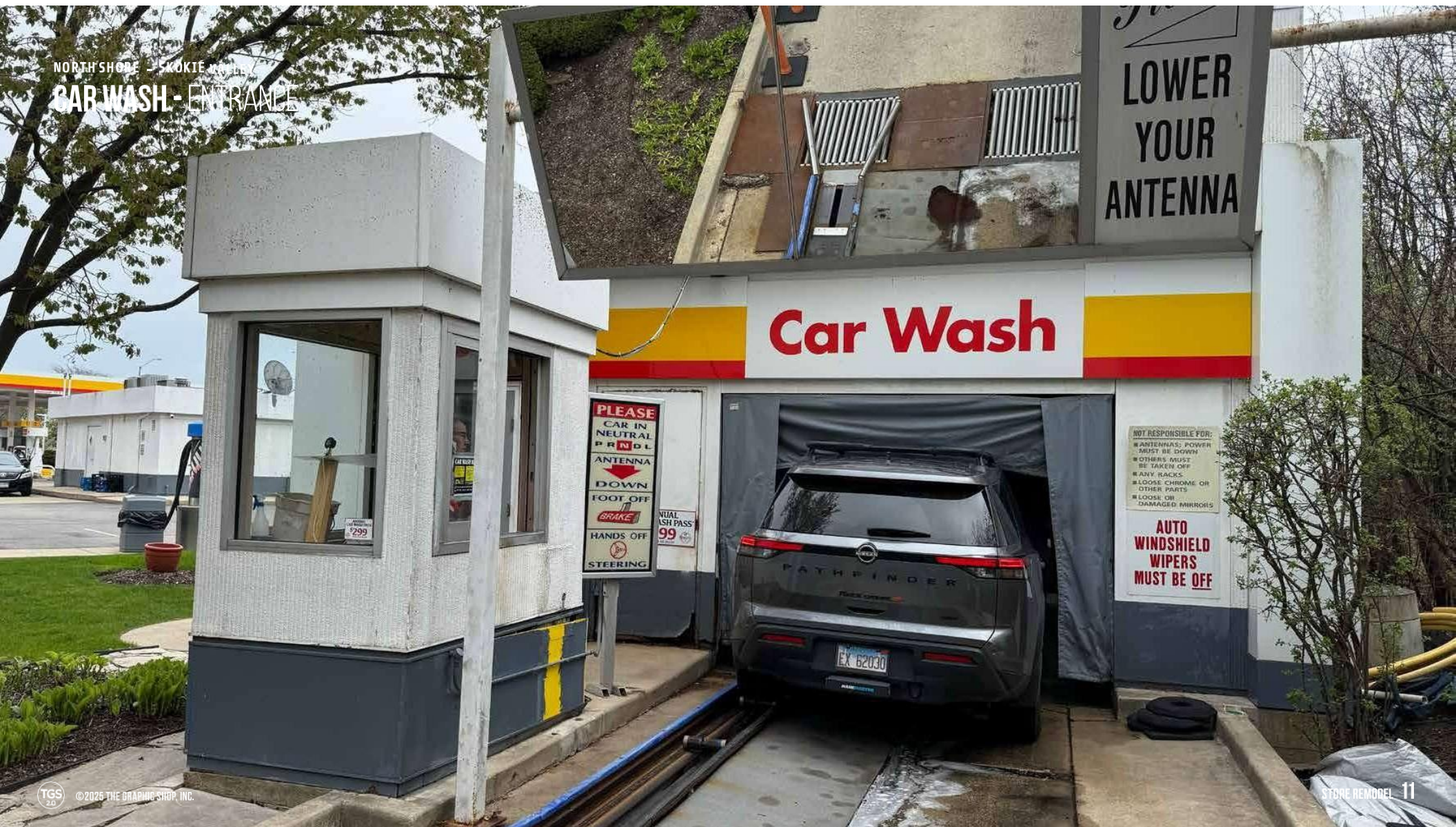


NORTH SHORE - SKOKIE VALLEY
CAR WASH - SIDE / EXIT



©2025 THE GRAPHIC SHOP, INC.

STORE REMODEL 9



NORTHSHORE - SKOKIE ILL.
CAR WASH - ENTRANCE

LOWER
YOUR
ANTENNA

Car Wash

PLEASE
CAR IN
NEUTRAL
P R N D L
ANTENNA
DOWN
FOOT OFF
BRAKE
HANDS OFF
STEERING

WASH PASS
99

NOT RESPONSIBLE FOR:
#ANTENNAS, POWER
MUST BE DOWN
#OTHERS MUST
BE TAKEN OFF
#ANY RACKS
#LOOSE CHROME OR
OTHER PARTS
#LOOSE OR
DAMAGED MIRRORS

AUTO
WINDSHIELD
WIPERS
MUST BE OFF

PATHFINDER

EX 62030

TGS

©2025 THE GRAPHIC SHOP, INC.

STORE REMODEL 11

Staff Report



Meeting Date: April 27, 2026
Staff Contact: Corey Cohn, Business Development Specialist
Department: City Manager's Office

Title: A Resolution entering into an Exterior Improvement Grant for Gemini Designs LLC (1316 Old Skokie Road)

Recommendation:

Staff recommends approving funding from the Exterior Improvement Grant Program, not to exceed \$20,000 for Gemini Designs LLC for eligible expenditures at 1316 Old Skokie Road.

Policy Consideration:

In recognition of the importance of independent merchants to the City's vibrancy and tax base, the Exterior Improvement Program Grant (EIP), effective January 1, 2024, encourages the improvement and revitalization of the visible exterior appearance of existing buildings. A copy of the completed application is on file in the City Manager's Office.

Eligible Improvements

- Removing excess exterior materials
- Upgrading exterior lighting
- Installing or replacing landscaping

Program Requirements and Required Documentation Received

- Written consent from the property owner was included in the application form to implement the improvements and participate in the program.
- Photos of the existing façade with a diagram outlining the scope of the area to be repaired.
- Itemized costs for the proposed project.

Cost Estimates

The applicant provided two cost proposals for the listed eligible improvements. The applicant

intends to select the contractor with the lowest bid at a total cost of \$46,800. The grant request of \$20,000 is in accordance with the City's current ordinance, as it does not exceed the maximum cap of \$20,000 or 50% of the total eligible improvements.

Eligibility

Gemini Designs LLC has met all program requirements per Chapter 107 of "The Highland Park Code of 1968". The application is eligible for consideration of a grant. Staff confirmed that this business generates sales tax as the program requires. Council action on this item constitutes approval of funding through the EIP contingent on the applicant receiving all necessary permit approvals separate from this application and the submittal of paid invoices.

Core Priorities:

Fiscal Stability

Gemini Designs LLC is eligible for a grant up to \$20,000. Funds for the Exterior Improvement Grant Program are budgeted in FY2026 in account 1110107.62100 *Business Development Programs & Events*.

Economic Development

The Exterior Improvement Grant directly contributes to economic development by lowering the financial barrier for property owners and sales tax-producing businesses to make necessary structural, functional, and aesthetic upgrades to improve the functionality of the property and place of business. Through the use of this incentive program, the City effectively leverages public funds to stimulate greater private investment in commercial real estate improvements. A higher quality and more modern physical environment helps local sales-tax-generating businesses become more competitive and ensures their long-term retention.

Vibrancy

The Grant Program significantly boosts community vibrancy by directly improving the overall aesthetic of commercial business districts. Enhanced exterior improvements create a welcoming, safe, and visually appealing environment, transforming commercial areas into vibrant destinations. Furthermore, improvements to functionality support a positive patron experience. This increased foot traffic and public engagement in the business districts are key indicators of a thriving and dynamic community life.

Attachments:

1. Resolution Approving EIP Grant to Gemini Designs LLC
2. Existing Facade - Gemini Designs
3. Rendering - Gemini Designs

CITY OF HIGHLAND PARK

RESOLUTION NO. R2026-_____

A RESOLUTION APPROVING AN EXTERIOR IMPROVEMENT GRANT FOR
GEMINI DESIGNS LLC

WHEREAS, the City of Highland Park ("**City**") recognizes the importance of independent merchants to the City's vibrancy, quality of life, and tax base; and

WHEREAS, Chapter 107 of "The Highland Park Code of 1968", as amended ("**City Code**"), establishes the City's Exterior Improvement Program, through which the City provides financial assistance to sales tax generating businesses and property owners to improve the appearance and image of business properties; and

WHEREAS, the City has designated funds in the City's FY2026 budget to approve Exterior Improvement Program grants ("**EIP Grants**"); and

WHEREAS, James Broccolo ("**Applicant**") is the business owner of Gemini Designs LLC, located at the address commonly known as 1316 Old Skokie Road ("**Property**"); and

WHEREAS, the Applicant has submitted an application for an EIP Grant from the City to improve the exterior of the Property ("**Approved Eligible Improvements**"); and

WHEREAS, the City Manager has determined that the Applicant qualifies for an EIP Grant and has recommended issuance of an EIP Grant to the Applicant; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City to award an EIP Grant to the Applicant in accordance with, and subject to, the conditions, restrictions, and provisions of 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 incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: **APPROVAL OF EIP GRANT.** Subject to, and contingent upon, the condition set forth in Section Three of this Resolution, the City Council hereby approves the issuance of an EIP Grant to the Applicant in an amount not to exceed 50% of the cost of the Approved Eligible Improvements and up to a maximum of \$20,000, in accordance with, and pursuant to, Section 107.006(C) of the City Code and the home rule powers of the City.

SECTION THREE: **CONDITION.** The approval granted in Section Two of this Resolution is hereby expressly subject to and contingent upon the completion by the Applicant of the construction of the Approved Eligible Improvements within 120 days after the effective date of this Resolution.

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

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

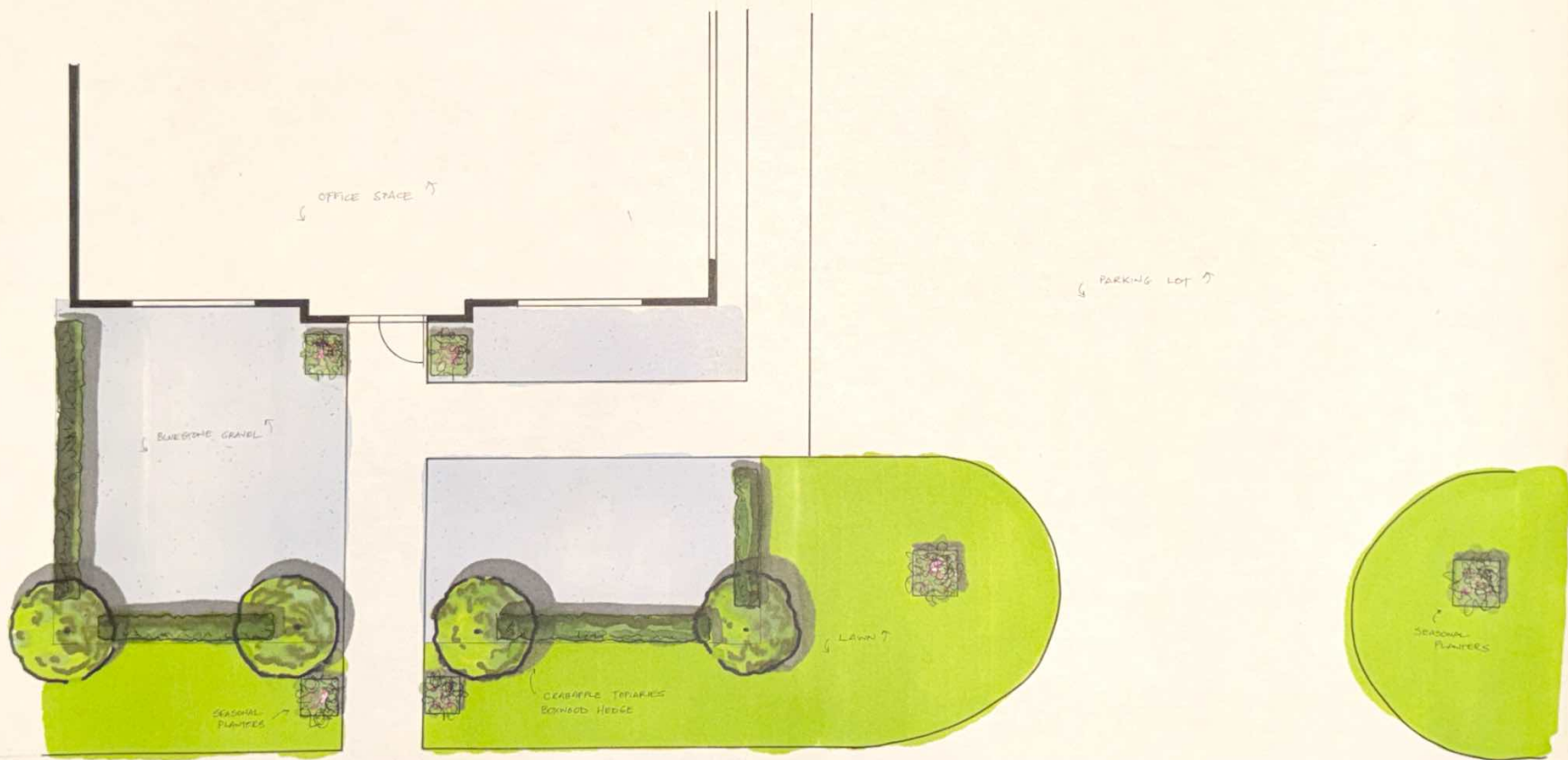
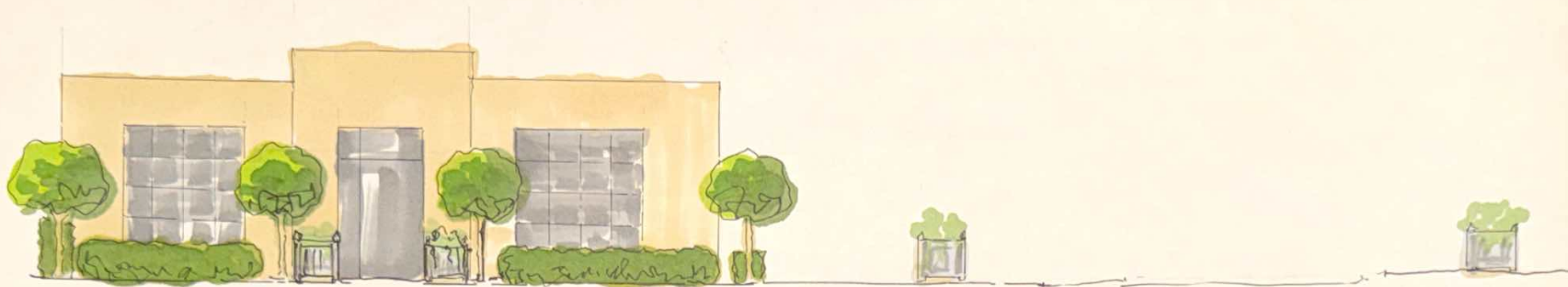
Nancy R. Rotering, Mayor

ATTEST:

Ghida S. Neukirch, City Clerk







GEMINI DESIGNS
1316 OLD SKOKIE VALLEY RD
HIGHLAND PARK IL 60035

Staff Report



Meeting Date: April 27, 2026

Staff Contact: Keith Miller, Utilities Superintendent
Joe O'Neill, Deputy Director of Public Works

Department: Public Works Department

Title: A Resolution Approving the Award of the 2026 Snow Hauling Program Contract to D&A Enterprises, Inc., of Highland Park, Illinois

Recommendation:

Staff recommends award of the Snow Hauling Program contract to D&A Enterprises, Inc., Highland Park, IL. This program was discussed and approved as part of the FY2026 Public Works budget and is included in the proposed FY2027 budget.

Policy Consideration:

Each winter season, the City hires contractors to augment the Department of Public Works staff for snow removal operations, including hauling accumulated snow on sidewalks from the City's two primary business districts. The trucking firm primarily hauls deposited snow from the Central and Ravinia Business Districts. This contracted work is an essential component of the City's response to snowfall events. The timely removal of accumulated snow from business districts and parking areas is critical for safe pedestrian and motorist mobility within the two business districts.

The total estimated bid amount is based on three hauling events, with each event using eight trucks with drivers lasting eight hours. The contractor provides semi-trucks with drivers, which are then piled and loaded with snow by Department of Public Works staff. Snow is hauled to designated sites within the City. This contract varies depending on the severity of the winter season and the accumulation of snow in the two business districts. This, in turn, can increase or decrease the need for snow hauling operations. To provide snow relief within the two business districts, the City typically will perform three to four contractual snow hauling events during an average winter season. To minimize inconvenience to the shoppers and businesses, the snow hauling operation is conducted between 9 PM and 7 AM.

On April 16, 2026, three sealed bids were received, with D&A Enterprises, Inc., of Highland Park, Illinois, representing the low and responsible bidder. The contract includes an annual

renewal clause for up to five additional and consecutive one-year terms. D&A Enterprises held the former Snow Hauling Program contract for the previous 4 years and has performed satisfactorily.

Snow Hauling is outlined in the City’s Snow and Ice Control Plan and promoted through all public information channels. The Department of Public Works Street Section will manage this contract. Pertinent documents are available for review at the Public Works Department.

Core Priorities:

Fiscal Stability

The FY2026/2027 General Fund, contains sufficient funding for the Snow Hauling Program.

The historical Snow Hauling Contract costs to date are as follows:

Snow Season	2023/2024	2024/2025	2025/2026
Amount	\$0	\$0	\$5,715

Attachments:

1. Resolution Snow Hauling
2. Bid Tab - 2026 Snow Hauling
3. 2026 Snow Hauling

CITY OF HIGHLAND PARK

RESOLUTION NO. R_____

**A RESOLUTION APPROVING AWARD OF THE 2026 SNOW HAULING PROGRAM
CONTRACT TO D & A ENTERPRISES, INC., OF HIGHLAND PARK, ILLINOIS**

WHEREAS, the City sought bids for the award of the 2026 Snow Hauling Program Contract (“**Contract**”), for removal of accumulated snow from the City’s business districts following heavy snowfalls; and

WHEREAS, D & A Enterprises, Inc., of Highland Park, Illinois (“**D&A**”), was the low responsible bidder of the firms that submitted bid packages to the City; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City to enter into the Contractor with D&A;

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

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

SECTION TWO: AUTHORIZATION OF CONTRACT. The Contract by and between the City and D&A shall be, and is hereby, authorized in substantially the form attached to this Resolution.

SECTION THREE: EXECUTION OF CONTRACT. The City Manager and the Deputy City Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the City, the Contract upon receipt by the City Clerk of at least one original copy of the Contract executed by D&A; provided, however, that if the executed copy of the Contract is not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

SECTION FOUR: EXECUTION OF FUTURE RENEWALS OF AGREEMENTS. The City Manager is authorized to execute future renewals of the Contract for future calendar years, in accordance with Section 3.B of the Contract, if: (a) the City Manager determines, in their discretion, that the proposed renewal is favorable to the City; and (b) the terms of the proposed renewal is substantially similar to the Contract, as determined by the City Manager and the Corporation Counsel. This Resolution is not to be deemed or interpreted as obligating the City Manager to execute any future renewal of any Contract.

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

ADOPTED

AYES:

ADOPTED:

RESOLUTION NO.

ATTEST:

Nancy R. Rotering, Mayor

Ghida S. Neukirch, City Clerk

RFP - Snow Hauling Program (#10143665)
 Owner: Highland Park IL, City of
 Solicitor: Highland Park IL, City of
 04/16/2026 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	D & A Enterprises Inc		Utility Transport		Snow Systems	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid							\$ 19,200.00		\$ 28,606.08		\$ 31,104.00
	1	1	Estimated Contract Price (3 x 8 x 8 = 192 hours)	LSUM	192	\$ 100.00	\$ 19,200.00	\$ 148.99	\$ 28,606.08	\$ 162.00	\$ 31,104.00
Base Bid Total:							\$ 19,200.00		\$ 28,606.08		\$ 31,104.00



City of Highland Park

1150 Half Day Rd.
Highland Park, Illinois 60035
Attn.: Bianca Ramirez, Contract Specialist
847.432.0807
cityhpl.com

Public Works Department

REQUESTS FOR PROPOSALS 2026 SNOW HAULING PROGRAM

Full Name of Bidder ("Bidder")	D & A ENTERPRISES INC.	
Office Address	2770 FORE SHERIDAN AVE	
City, State Zip	HIGHLAND PARK IL 60035	
Contact Person	FRED SLAYTON	
Email Address	FREDSLAYTON@AOL.COM	
Telephone No.	847-774-9393	Fax No.

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the City's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

- Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the removal and hauling of snow out of the City's business districts, typically performed overnight. Contractor will supply trucks and drivers which will be loaded by City crews and contractors. Snow will be hauled to location within Highland Park ("Work Site");
- Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

- Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal;
- Taxes. Pay all applicable federal, state, and local taxes;
- Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
- Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment A and by this reference made a part of this Contract/Proposal.

C. Responsibility for Damage or Loss. Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to City repair or replace, any damage done to, and any loss or injury suffered by, the City, the Work, the Work Site, or other property or persons as a result of the Work.



2026 SNOW HAULING PROGRAM

D. Inspection/Testing/Rejection. City shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in City's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the City, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of products resulting from multiplying the number of acceptable units of Unit Price Items listed in **Attachment B, Schedule of Prices** incorporated into the Work.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are the City's estimate only, that the City reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain

of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Within 45 days from Receipt of Invoice

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid. Final pay request shall include, without limitation: (i) all final waivers of lien; and (ii) all final certified payrolls, as required pursuant to Section 7.K of this Contract.

Invoices must be submitted within sixty (60) days of completion of the Work. The City has no obligation to pay any invoices submitted after sixty (60) days of the completion of the invoiced Work.

3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the City's acceptance of this Contract/Proposal provided Bidder shall have furnished to the City all bonds and all insurance certificates specified in this Contract/Proposal ("**Commencement Date**"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than May 1, 2027 ("**Time of Performance**"). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Bidder. Delays caused by the City shall extend the Time of Performance; provided, however, that Bidder shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Bidder or of the City.

B. This Contract may be renewed for no more than five additional and consecutive one-year terms, upon the mutual written consent of the City and Bidder. For all Work performed by Bidder during any renewal term, Bidder shall be paid an amount equal to the total Contract Price, as adjusted by an amount to be mutually agreed by the City and Bidder, and in no



event greater than the higher of 3% or the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor for Chicago-Naperville-Elgin, IL-IN-WI, All Items (1982-84 = \$100) for the previous calendar year. ("Renewal Terms")

4. **Financial Assurance**

A. **Bonds**. [None required]

B. **Insurance**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the City's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to the City. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. **Workers' Compensation and Employer's Liability**

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability:

\$500,000 ea. accident-injury

\$500,000 ea. employee-disease

\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. **Comprehensive Motor Vehicle Liability**

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage

Combined Single Limit

3. **Comprehensive General Liability**

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage
Combined Single Limit.

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

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. **Umbrella Liability**

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage
Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. **Indemnification**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. **Penalties**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. **Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract/Proposal within 60 days after the date this sealed Agreement is opened.

6. **Bidder's Representations and Warranties**

In order to induce the City to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. **The Work**. The Work, and all of its components, shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the City.

B. **Compliance with Laws**. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to



2026 SNOW HAULING PROGRAM

time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other or any prevailing wage laws; any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Bidder is not barred by law from contracting with the City or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. The City reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the City's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the City in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Proposal and, except where stated otherwise references in this Contract/Proposal to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the City, whether before or after the City's acceptance of this Contract/Proposal; nor any information or data supplied by the City, whether before or after the City's acceptance of this Contract/Proposal; nor any order by the City for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the City; nor any extension of time granted by the City; nor any delay by the City in exercising any right under this Contract/Proposal; nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the City.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Proposal that should any provision, covenant, agreement, or portion of this Contract/Proposal or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Proposal and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Proposal to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Proposal shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the City.

J. Governing Law. This Contract/Proposal shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

K. Certified Payrolls. Bidder shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the City, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage



2026 SNOW HAULING PROGRAM

Act. The certified payroll shall be accompanied by a statement signed by the Bidder or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Bidder and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the City, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

L. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge, (1) no elected or appointed

City official, employee or agent has a personal financial interest in the business of the Bidder or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

M. Attachment/Conflicts. **Attachment A** attached to this Contract/Proposal is, by this reference, incorporated in and made a part of this Contract/Proposal. In the event of a conflict between the Attachment and the text of this Agreement, the text will control.

DATED this 15th day of April, 2026



City of Highland Park

Public Works Department

2026 SNOW HAULING PROGRAM

Dated this 15TH day of APRIL, 2026

Bidder's Status: ☒ TULINON Corporation ☐ Partnership ☐ Individual Proprietor
(State) (State)

Bidder's Name: D & A ENTERPRISES INC

Doing Business As (if different):

Signature of Bidder or Authorized Agent:
(Corporate seal, if corporation)

Printed Name:

FREDERICK SCANTON

Title/Position:

PRESIDENT

Business Address: 2720 FOREST SHERIDAN AVE

HIGHLAND PARK IL. 60035

Business phone: 347 774 9393

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
<u>FREDERICK SCANTON</u>	<u>PRESIDENT</u>	<u>2720 FOREST SHERIDAN AVE</u> <u>HIGHLAND PARK IL.</u>

Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Owner Name	<u>CHP</u>	<u>CHP</u>	<u>CHP</u>
Owner Address			
Reference			
Phone Number			
Type of Work	<u>SNOW HAULING 7 YEARS.</u>		



2026 SNOW HAULING PROGRAM

CITY'S ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Highland Park ("City") this _____ day of _____, 2026.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the City without further notice of objection and shall be of no effect nor in any circumstances binding upon the City unless accepted by the City in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the City of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

ATTEST:

CITY OF HIGHLAND PARK

Ashley Palbitska, Deputy City Clerk

Ghida S. Neukirch, City Manager

#1498157_v5



SPECIFICATIONS

1. SCOPE OF WORK

The Contractor shall furnish all labor, supervision, supplies, tools, equipment, and other means necessary or proper for performing and completing the work. The Contractor shall be responsible to repair or restore all structures and property that may be damaged or disturbed during performance of the work.

Each snow hauling event will be comprised of:

- A minimum of four operators driving four - 22 cubic-yard semi-trucks working eight hours
- With a maximum of twelve operators driving twelve - 22 cubic-yard semi-trucks working eight hours.

2. ASSIGNMENT AND SUBCONTRACTING OF WORK

Work shall neither be assigned nor subcontracted in whole or in part by the Contractor without the Owner's prior written consent. Although approved by the Owner, the Contractor shall be solely responsible for the direction and performance of his subcontractors.

3. CALL OUT

The Contractor will be notified twelve (12) hours prior to hauling by the on-call, Public Works Snow Foreman. The Contractor will be required to respond when contacted.

4. TIME OF COMPLETION

All Hauling operations will typically begin after 10:00 p.m. and be completed before 8:00 a.m.

5. INSPECTION

The **Snow Foreman** will be in charge of all hauling operations. The Snow Foreman will always be available should any problems arise.

6. EQUIPMENT

Under no circumstances shall any motorized equipment be permitted to be driven on the parkways, driveways, or public walks while performing work under the provisions of this Contract.

7. PARKING

No off-street parking for equipment shall be provided for by the City of Highland Park on any of the City's public properties, except as may be designated by the Snow Foreman.

8. LOADING OF TRUCKS

The City of Highland Park will provide the following equipment operated by City employees.

- Front End Loaders with three-yard buckets
- Front End Loader Snow Blower



2026 SNOW HAULING PROGRAM

ATTACHMENT B

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

Note: All bidders must be able to provide a minimum of four (4) men with trucks and a maximum of twelve (12) men with trucks.

HOURLY RATE* Per Operator with 22 CY Semi-truck	ESTIMATED HOURS	ESTIMATED CONTRACT PRICE
	Three Hauling events times Eight Operators with Trucks times Eight hours each (3 x 8 x 8=192)	
\$ 100. ⁰⁰	192	\$ 19,200.00

TOTAL ESTIMATED CONTRACT PRICE:

NINETEEN THOUSAND TWO HUNDRED Dollars and NO Cents
(in words) (in words)

Staff Report



Meeting Date: April 27, 2026
Staff Contact: Ron Bannon, Director of Public Works
Department: Public Works Department

Title: A Resolution Rejecting the Bids Received for a Contract for the Lead Service Line Replacement (Phase II) Project

Recommendation:

Staff recommends rejecting the three sealed bids received on March 30, 2026, for the Lead Service Line Replacement (Phase II) Project.

Policy Consideration:

On March 30, 2026, the City received 3 bids for Phase II of the Lead Service Line Replacement Project. While reviewing the bids, staff encountered technological irregularities and complications with the bidding process relating to the bids received for the contract. It is the staff's recommendation to reject all bids received and rebid the contract.

The project is currently out for bid again with the bid opening scheduled for Monday, May 18, 2026. Once bids are received and reviewed, consideration of the award of the Phase II project is planned for the May 27, 2026, City Council Meeting. More information on water quality and the City's Lead Service Line Program is available on the City's official website and www.gettheleadoutil.com/highlandpark.

Core Priorities:

Attachments:

1. HP - Resolution Rejecting All Bids for Lead Service Line Replacement Project

City of Highland Park

Resolution No. _____

**A Resolution Rejecting the Bids Received for a
Contract for the Lead Service Line Replacement (Phase II) Project**

WHEREAS, the City sought bids for the award of a contract for the replacement of lead service lines throughout the City ("**Contract**"); and

WHEREAS, on March 30, 2026, the City encountered multiple technological irregularities while opening the three sealed bids received for the Contract; and

WHEREAS, due to the technological irregularities and complications with the bidding process, the City Council has determined that it will serve and be in the best interest of the City and the public to reject all bids received for the Contract;

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: **REJECTION OF ALL BIDS RECEIVED.** The City Council hereby rejects all bids received for the Contract, and directs the City Manager, or her designee, to inform the bidders that all bids were rejected and return to each bidder any bid security submitted by that bidder in connection with its bid.

SECTION THREE: **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

Staff Report



Meeting Date: April 27, 2026
Staff Contact: Zubin Coleman, Senior Planner
Department: Community Development Department

Title: A Resolution Approving Agreements for Property Management, Operation, and Maintenance Services for the Peers Housing Association, the Ravinia Housing Association, and the Sunset Wood Association

Recommendation:

Staff and the Housing Commission recommend renewal of the property management agreements for a two-year term with Housing Opportunity Development Corporation (HODC) for the Sunset Woods Association, and with Evergreen Real Estate Services (ERES) for the Peers and Ravinia Housing Associations.

Policy Consideration:

The City's three housing associations own the following affordable housing developments:

1. Peers Housing Association (PHA) – the 68-unit Frank B. Peers Senior Housing Building located at 400 Central Ave. with property management services provided by ERES.
2. Ravinia Housing Association (RHA) – the 17 units at the Ravinia Family Housing development located at 735 – 763 Pleasant Ave and 2743 – 2755 St. Johns Ave. with property management services provided by ERES.
3. Sunset Woods Association (SWA) – the 14 rental units located in the Sunset Woods Condominiums building located at 891 Central Avenue., with property management services provided by HODC.

The Associations have Housing Management Agreements with the property management firms, ERES and HODC. Specifically, Peers and Ravinia Housing Associations with ERES, and Sunset Woods Association has two with HODC. The Council last approved renewal of these Agreements on April 24, 2024 for a two-year term. These Agreements expire on June 30, 2026.

ERES & HODC have met the obligations of their agreements in a satisfactory manner and have maintained a positive rapport with the Housing Commission and City staff. Both HODC and ERES have provided exceptional staffing and quality control processes. ERES continues to be very responsive to resident needs and requests of the Associations^[1] and City staff.

Association (Commission) Consideration. On April 6, 2026, the Associations recommended by a vote of 6-0^[2] renewal of these property management Agreements (see **Attachments 1, 3 and 4**) for an additional two-year term ending June 30, 2028. And allowing one other agreement to auto-renew (see **Attachment 2**).

Next Steps

Pending Council Approval, the President of the Peers Associations and the Sunset Woods Association (also the Chair of the Housing Commission) will execute the corresponding management agreement documents with ERES and HODC and staff will file them with IHDA as appropriate.

Additional Background.

ERES

Since 2008, ERES has been the Property Management Company for Peers, Walnut Place, and Ravinia Housing^[3]. In July 2019, the Housing Commission issued a Request for Proposals (RFP) for property management services for the Peers, Ravinia, and Walnut affordable housing developments. A review team was assembled to review the two proposals received and selected ERES for the property management agreement. The Associations approved the selection of ERES for property management services at their Nov. 6, 2019 meeting; agreements are extended or renewed on a two-year basis.

The Ravinia Property Management Agreement is an ‘auto-renew’ agreement, which does not require renewal unless the Agent or the Owner intends to make changes to the terms of the agreement. ERES does not intend to change the terms of the agreement, nor are they proposing a new fee. Thus, renewal/extension is not required as it auto-renews (**Attachment 2**).

The Peers Property Management Agreement is required to be renewed every two years as per the agreement, and requires approval from Illinois Housing Development Authority (IHDA). Peers Property Management Agreement expires on June 30, 2026 (**Attachment 1**).

HODC

HODC was one of the original members of the Sunset Woods development team (2002) and has managed the City’s 14 affordable rental units at Sunset Woods since then. City staff and the Housing Commission representative to the Sunset Woods Condominium Association (SWCA) Board assess resident satisfaction through their interactions with the tenants. Resident feedback regarding HODC is favorable. Like ERES, HODC has a staff regional supervisor for the Sunset Woods rentals to enhance management oversight.

HODC currently has two agreements with the SWA. One for the 12 units and requires the approval of IHDA (**Attachment 3**). The second is for units #231 and #319, which does not require any approval from IHDA as these units were purchased by the Associations without IHDA assistance (**Attachment 4**). Both Agreements expire on June 30, 2026.

^[1] Made up of the members of the Housing Commission

^[2] Commissioner Beasley absent.

^[3] Walnut Place is no longer a part of the City's affordable housing portfolio because its owner chose to allow the City's Operating Agreement to expire in Aug. 2021, and sold the development to Evergreen Real Estate Services (ERES). As a result, Walnut Place is no longer managed by the Walnut Housing Association, which was subsequently dissolved. However, Walnut Place remains an affordable housing property managed by ERES.

Core Priorities:

Infrastructure Investment

Vibrancy

Attachments:

1. Resolution Approving Housing Management Agreements (2026)
2. Attachment 1 - Frank B Peers Management Agreement Extension 2026-2028
3. Attachment 2 - Ravinia Management Agreement Auto-Renew
4. Attachment 3 - Sunset Woods IHDA Management Agreement Extension 2026 2028
5. Attachment 4 - Sunset Woods Management Agreement 2026 2028

CITY OF HIGHLAND PARK

RESOLUTION NO. _____

**A RESOLUTION APPROVING AGREEMENTS FOR
PROPERTY MANAGEMENT, OPERATION, AND MAINTENANCE SERVICES FOR
THE PEERS HOUSING ASSOCIATION, THE RAVINIA HOUSING ASSOCIATION,
AND THE SUNSET WOODS ASSOCIATION**

WHEREAS, the Highland Park Housing Commission ("**Commission**") is an independent municipal corporation created pursuant to Section 33.1101 of "The Highland Park Code of 1968," as amended ("**City Code**"); and

WHEREAS, the Commission is the sole member of the Peers Housing Association, an Illinois not-for-profit corporation ("**Peers**"), the Ravinia Housing Association, an Illinois not-for-profit corporation ("**Ravinia**"), and the Sunset Woods Association, an Illinois not-for-profit corporation ("**Sunset Woods**", and collectively with Peers and Ravinia, the "**Associations**"), and the members of the Commission serve as the directors of each of the Associations; and

WHEREAS, the Associations entered into agreements: (i) with Evergreen Real Estate Services, L.L.C., of Chicago, Illinois ("**ERES**"), for the provision of property management, operation, and maintenance services (collectively, the "**Services**") at the properties managed and operated by Peers and Ravinia pursuant to Section 33.1124 of the City Code; and (ii) Housing Opportunity Development Commission, of Techny, Illinois ("**HODC**," and collectively with ERES, the "**Vendors**"), for the provision of the Services at the property managed and operated by Sunset Woods pursuant to Section 33.1124 of the City Code (collectively, the "**Agreements**"); and

WHEREAS, the Agreements will expire on June 30, 2026; and

WHEREAS, pursuant to Section 33.1105(B) of the City Code, the Commission possesses the authority to enter into the Agreements through the Associations, but only upon the approval of the City Council; and

WHEREAS, in accordance with Section 33.1105(B) of the City Code, the Commission has requested that the City Council approve the renewal of the Agreements for the provision by the Vendors of the Services for the Associations; and

WHEREAS, the City Council has determined that the Agreements, and the provision by the Vendors of the Services for the Associations, will serve and be in the best interests of the City and its residents;

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 RENEWAL OF AGREEMENTS.** The City Council hereby approves renewal of the Agreements with the Vendors for the provision of the Services.

SECTION THREE: 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.:

ATTEST:

Nancy R. Rotering, Mayor

Ghida S. Neukirch, City Clerk

GROUP EXHIBIT A
AGREEMENTS

EXTENSION AND AMENDMENT OF MANAGEMENT AGREEMENT

Development Name: Frank B. Peers Senior Housing

Project ID (PID): TEB-2269

THIS EXTENSION AND AMENDMENT OF MANAGEMENT AGREEMENT (this "Amendment") is made as of the 6th day of April, 2026, by and between Peers Housing Association (the "Owner") and Evergreen Real Estate Services, LLC (the "Property Manager.")

RECITALS

The Owner and the Property Manager have previously entered into that certain Management Agreement dated as of February 5, 2020 (the "Management Agreement") and approved by the Illinois Housing Development Authority. The Management Agreement has expired and the parties wish to amend it and extend its term.

NOW, THEREFORE, in consideration of the mutual agreements contained below and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1. Definitions.** All capitalized terms in this Amendment that are not defined herein shall have the meanings provided in the Management Agreement.
- 2. Extension of Term.** The term of the Management Agreement is extended for a period of two (2) year(s), beginning on July 1, 2026 and ending on June 30, 2028, unless terminated earlier as provided in the Management Agreement.
- 3. Fees.**
 - ☒ There is no change to the monthly fee of the Property Manager.
 - ☐ There is a change to the monthly fee of the Property Manager. Paragraph _____ of the Management Agreement is amended to provide that the monthly fee of the Property manager shall be _____ percent (____%) of gross collections.
- 4. Warranties and Representations.** Owner and Property Manager each warrants that it has not executed, and represents that it will not execute, any other agreement with provisions contradictory to or in opposition to the provisions of the Management Agreement, as amended by this Amendment (the "Amended Management Agreement") and that, in any event, the requirements of the Amended Management Agreement are (i) paramount and controlling as to the rights and obligations set forth in any other agreement and (ii) supersede any other requirements in conflict with the Amended Management Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their authorized representatives.

OWNER:

By: _____
Print Name: _____
Title: _____
Date: _____
FEIN # 36-2949405

PROPERTY MANAGER:

By: John D. Kennedy
Print Name: John D. Kennedy
Title: Executive Vice President
Date: 03/18/2024
FEIN # 36-4274778

This Amendment is approved this _____ day of _____.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY:

By: _____
Print Name: _____
Title: _____

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made this 5th day of February, 2020, between Ravinia Housing Association, ("Owner") and Evergreen Real Estate Services, LLC ("Agent").

1. Appointments and Acceptance. Owner appoints Agent as exclusive agent for the management of the property described in Section 2 of this Agreement, and Agent accepts the appointment, subject to the terms and conditions set forth in this Agreement.
2. Description of Project. The property (the "Project") to be managed by Agent under this Agreement is a housing development consisting of the land, buildings, and other improvements all further described as follows:

Project Name: **Ravinia Housing**
Address: **2743-2755 St. Johns and 735 -763 Pleasant**
City/State: **Highland Park, IL**
County: **Lake**
No. Of Dwelling Units: **17 total**

3. Definitions. As used in this Agreement:
 - a. "HUD" means the United States Department of Housing and Urban Development.
 - b. "Secretary" means the Secretary of the United States Department of Housing and Urban Development.
 - c. "Principal Parties" means Owner and Agent.
 - d. "Consenting Parties" means the Secretary and the Mortgagee.
 - e. "Mortgagee" means the lender under the Mortgage, and its successors and assigns.
4. Low Income Housing Requirements. The Project is subject to a Housing Assistance Payments Contract ("HAP") with the Secretary. Owner will furnish Agent with a copy of the HAP. In performing its duties under this Management Agreement, Agent will comply with all pertinent requirements of the HAP and directives of the Secretary. In the event any instruction from Owner is in conflict with such requirements, the latter will prevail.
5. Management Plan. Attached hereto as "Exhibit A" and incorporated herein, is a copy of the management plan for the Project ("Management Plan"), which provides a description of the policies and procedures to be followed in the management of the Project. In many of its provisions, this Agreement briefly defines the nature of Agent's obligations, with the intention that reference be made to the Management Plan for more detailed policies and procedures. Accordingly, Owner and Agent will comply with all applicable provisions of the Management Plan, regardless of whether specific reference is made thereto in any particular provision of this Agreement.
6. Basic Information. As soon as reasonably practical, Owner will furnish Agent with a complete set of plans and specifications and copies of all guarantees and warranties pertinent to the Project's construction, fixtures and equipment. With the aid of this information and through inspections by competent personnel, Agent will thoroughly familiarize itself with the character, location, construction, layout, plan and operation of the Project and especially the electrical, heating, plumbing, air conditioning and ventilation systems, the elevators, and all other mechanical equipment.
7. Marketing. Agent will carry out the marketing activities prescribed in the Management Plan, observing all requirements of the Affirmative Fair Housing Marketing Plan ("AFHMP") and observing all requirements of fair housing laws and regulations, as may be amended from time to time. Advertising expenses will be paid out of the Project's Operating Account as a Project expense.

8. Rentals. Agent will offer for rent and will rent the dwelling units, parking spaces, and other applicable amenities in the Project, subject to the following:
- a. Agent will follow the resident selection policy described in the Management Plan, including ensuring that residents meet the Project's financing and regulatory requirements for eligibility.
 - b. Agent will show the premises to prospective residents.
 - c. Agent will take and process applications for rental. If an application is rejected, the applicant will be informed the reason for rejection, and the rejected application, with reason for rejection noted thereon, will be maintained on file for at least three (3) years. A current list of prospective residents will be maintained.
 - d. Agent will prepare all dwelling leases and parking permits, and will execute the same in its name, identified thereon as Agent for Owner. The dwelling leases will be in a form approved by Owner and the Secretary.
 - e. Owner will furnish Agent with rent schedules, as from time to time approved by the Secretary, showing approved rents for dwelling units, and other charges for facilities and services. In no event will the approved rents and other charges be exceeded, unless expressly approved by Owner and/or the Secretary.
 - f. Agent will counsel all prospective residents regarding eligibility for dwelling rents and will prepare and verify eligibility certifications and recertifications in accordance with the applicable regulatory agreement(s) and any directives of the Secretary.
 - g. Agent will negotiate concession agreements where applicable, and execute the same in its name, identified thereon as Agent for Owner, subject to Owner's prior approval of all terms and conditions.
 - h. Agent will collect, deposit, and disburse security deposits if required, in accordance with the terms of each resident's lease. Security deposits will be deposited by Agent in an interest-bearing account, separate from all other accounts and funds with a bank or other financial institution whose deposits are insured by an agency of the United States Government, and which has been approved by Owner, and a percentage of interest will be credited to each resident, annually, based on published rates. This account will be carried in the Project's name and designated on record as "**Ravinia Housing Security Deposit Account.**"
9. Collection of Rents and Other Receipts. Agent will collect when due all rents, charges and other amounts receivable on Owner's account in connection with the management and operation of the Project. Such receipts (except for residents' security deposits, which will be handled as specified in Subsection 8h above) will be deposited in an account, separate from all other accounts and funds, with a bank whose deposits are insured by the Federal Deposit Insurance Corporation. This account will be carried in the Project's name and designated on record as "**Ravinia Housing Operating Account**" ("Operating Account")
10. Enforcement of Leases. Agent will secure full compliance by each resident with the terms of this lease. Voluntary compliance will be emphasized, and Agent, utilizing the services of a Social Services Director, if applicable, will counsel residents and make referrals to community agencies in cases of financial hardship or under other circumstances deemed appropriate by Agent, to the end that involuntary termination of tenancies may be avoided to the maximum extent consistent with sound management of the Project. Nevertheless, and subject to the pertinent procedures prescribed in the Management Plan, Agent may lawfully terminate any tenancy when, in Agent's judgement, sufficient cause for such termination (including but not limited to nonpayment of rent) occurs under the terms of the resident's lease. For this purpose, Agent is authorized to consult with legal counsel to be designated by Owner, to bring actions for eviction and to execute notices to vacate and judicial pleadings incident to such actions; provided, however, Agent keeps Owner informed of such actions and follows such instruction as Owner may prescribe for the conduct of any such action.

Subject to Owner's approval, attorney fees and other necessary costs incurred in connection with such actions will be paid out of the Operating Account as Project expenses.

11. Maintenance and Repair. Agent will maintain the Project in good repair in accordance with the Management Plan, state and local codes, rules and regulation, and in a condition at all times acceptable to Owner and the Secretary, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by Owner in addition to those contained herein. Incident thereto, the following provision will apply:
 - a. Special attention will be given to preventive maintenance and, to the greatest extent feasible, the services of regular maintenance employees will be used.
 - b. Subject to Owner's prior approval, Agent will contract with qualified independent contractors for the maintenance and repair of heating and air-conditioning systems and elevators, and for extraordinary repairs beyond the capability of regular maintenance employees.
 - c. Agent will systematically and promptly receive and investigate all service requests from residents, take such action thereon as may be justified, and keep records of the same. Emergency requests will be received and serviced on a 24-hour basis. Complaints of a serious nature will be reported to Owner after investigation.
 - d. Agent is authorized to purchase all materials, equipment, tools, appliances, supplies and services necessary to proper maintenance and repair, in accordance with the Project's operating and capital accounts.
 - e. Notwithstanding any of the foregoing, the prior approval of Owner will be required for any expenditure that exceeds five thousand dollars (\$5,000.00) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Project, except for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service to the project. In the latter event, Agent will inform Owner of the facts as promptly as possible.
12. Utilities and Service. In accordance with the Management Plan and operation budget, Agent will make arrangement for water, electricity, gas, fuel oil, sewage and trash disposal, vermin extermination, decorating, laundry facilities and telephone services. Subject to Owner's prior approval, Agent will make such contracts as may be necessary to secure such utilities and services.
13. Employees. The Management Plan prescribes the number, qualifications and duties of the personnel to be regularly employed in the management of the Project. All such on-site personnel will be employees of Agent and hired, paid, supervised, and discharged by Agent, subject to the following conditions:
 - a. Owner will reimburse Agent for compensation (including fringe benefits) payable to the on-site management and maintenance employees and for all local, state and federal taxes and assessments (including but not limited to social security taxes, unemployment insurance, and workman's compensation insurance) incident to the employment of such personnel. Such reimbursements will be paid out of the Operating Account and will be treated as Project expenses.
 - b. Compensation (including fringe benefits) payable to the on-site staff, plus all local, state and federal taxes and assessments incident to the employment of such personnel will be borne solely by the Project and will not be paid out of Agent's fee. The rental value of any dwelling unit furnished rent-free (if any) will be treated as a cost to the Project.
 - c. Agent shall comply with all equal employment and non-discrimination provisions of all applicable federal, state and local employment laws, rules and regulations.

14. Records and Reports. In addition to any requirements specified in the Management Plan or in other provisions of this Agreement, Agent will have the following responsibilities with respect to records and reports:
- a. Agent will establish and maintain a comprehensive system of records, books, and accounts in a manner conforming to the directives of the Secretary, and otherwise satisfactory to Owner and the Consenting Parties. All records, books and accounts will be subject to examination at reasonable hours by and authorized representative of Owner and the Consenting Parties.
 - b. With respect to each fiscal year ending during the term of this Agreement, Agent will have an annual financial report prepared by a certified public accountant or other person acceptable to Owner and Secretary, based upon the preparer's examination of the books and records of Owner and Agent. The report will be prepared in accordance with the directives of the Secretary, will be certified by the preparer and Agent, and will be submitted to Owner within ninety (90) days after the end of the fiscal year for Owner's further certification and submission to the Consenting Parties. Compensation for the preparer's services will be paid out of the Operating Account as a Project expense.
 - c. Agent will prepare a monthly report comparing actual and budgeted figures for receipts and disbursements, and will submit each report to Owner within thirty (30) days of the last day of the calendar month.
 - d. Agent will furnish such information (including occupancy reports) as may be requested by Owner or the Secretary from time to time with respect to the financial, physical, or operational condition of the Project.
 - e. By the fifteenth (15th) day of each month, Agent will furnish Owner with an itemized list of all delinquent accounts, including rental accounts, as of the tenth (10th) day of the same month.
 - f. By the thirtieth (30th) day of each month, Agent will furnish Owner, and HUD, upon written request by HUD, a statement of receipts and disbursements during the previous month, a schedule of accounts receivable and payable, and reconciled bank statements for the Operating Account as of the end of the previous month.
 - g. If the rental collections plus HUD subsidy fall below operating expenses for a sustained period of sixty (60) days, Agent will immediately send written notification of the same to HUD with a copy to Owner.
 - h. Agent will prepare and submit a HAP request and accompanying documentation to HUD, as directed by the Secretary, on a monthly basis within the first ten (10) days of the month preceding that month for which the HAP payments are claimed.
15. Budgets. Annual operating budgets for the Project will be approved by Owner. Except as permitted under Subsection 11.e. above or notification by Agent to Owner, an annual disbursement for each type of operating expense itemized in the budget will not exceed the amount authorized by the approved budget. In addition to preparation and submission of a proposed operating budget for the initial fiscal year, Agent will prepare a proposed operating budget for each subsequent fiscal year beginning during the term of this Agreement, and will submit the same to Owner at least sixty (60) days before the beginning of the fiscal year. Owner will promptly inform Agent of any changes incorporated in the approved budget, and Agent will keep Owner informed of any anticipated deviation from the receipts or disbursements stated in the approved budget.
16. Disbursements from Rental Agency Accounts.
- a. From the funds collected and deposited by Agent in the Operating Account pursuant to Section 9 above, Agent will make the following disbursements promptly when payable:
 - (1) Reimbursement to Agent for compensation payable to the employees as specified

in Section 13 above, and for the taxes and assessment payable to local, state and federal governments in connection with the employment of such personnel.

- (2) The single aggregate payment required to be made monthly by Owner to the Mortgagee, including the amounts due under the mortgage for principal amortization, interest, mortgage insurance premium, fire and other hazard insurance premiums and any amounts specified in the applicable regulatory agreement(s).
 - (3) All sums otherwise due and payable by Owner as expenses of the Project authorized to be incurred by Agent under the terms of this Agreement, including compensation payable to Agent pursuant to Section 25 below.
- b. Except for the disbursements mentioned in Subsection 16.a. above, funds will be disbursed or transferred from the Operating Account only as Owner may from time to time direct in writing.
 - c. In the event the balance in the Operating Account is at any time insufficient to pay disbursements due and payable under Subsection 16.a. above, Agent will inform Owner of that fact and Owner will then remit to Agent sufficient funds to cover the deficiency. In no event will Agent be required to use its own funds to pay such disbursements.
 - d. Owner approves Agent's software, with a separate set of books for the Project and its Operating Account. Payment of bills shall be by check or approved ACH transfer to be drawn on Owner's Operating Account. Owner's general policy is to pay accounts payable within thirty (30) days after the vendor or service provider is entitled to payment, subject to Owner's or Agent's reasonable discretion to delay or withhold payment(s). Agent will use its best efforts to comply with this general policy.
17. Fidelity Bond. Agent will furnish and maintain, at the expense of Owner, a fidelity bond or comparable insurance policy, of which the principal sum or coverage will not be less than the Project's gross potential income for two months and is conditioned to protect Owner and the Consenting Parties against misappropriation of Project funds by Agent and its employees. The other terms and conditions of the bond, and the surety thereon, or comparable insurance policy, will be subject to the approval of Owner and the Consenting Parties.
18. Bids and Purchase Discounts, Rebates or Commissions. Owner and Agent agree to obtain contract materials, supplies, and services at the lowest possible cost and on the terms most advantageous to the Project and to secure and credit to the Project all discounts, rebates or commission obtainable with respect to purchases, service contracts and other transactions on behalf of the Project. Owner and Agent agree that all goods and services purchased from individuals or companies have an identity-of-interest with Owner or Agent shall be purchased at costs not in excess of those that would be incurred in making arms-length purchase on the open market.

Agent shall solicit written cost estimates (i.e., bids from at least three contractors or suppliers) for any work item, which Owner or the Secretary estimates will cost \$5,000 or more, and for any contract or ongoing supply or service arrangement, which is estimated to exceed \$5,000 per year. Agent agrees to accept the bid which represents the lowest price, taking into consideration the bidder's reputation for quality of workmanship or materials and timely performance and the time frame within which the service or goods are needed. For any contract or ongoing supply or service arrangement obtainable for more than one source and estimated to cost less than \$5,000, Agent shall solicit verbal or written cost estimates, as necessary, to assure that the Project is obtaining services, supplies and purchases at the lowest possible cost. Agent must make a written record of any verbal estimate obtained. Copies of all required bids and documentation of all other written or verbal comparisons made by Agent shall be made part of the Project's records and shall be retained for three years from the date the work was completed. This documentation shall be subject to inspection by the Secretary or his/her designee and Agent agrees to submit such documentation upon request.

Agent further agrees to include the following clause in any contract entered into with and identity-of-interest firm for provision of goods or services to the project, the cost of which

services are to be paid from Project funds: "Upon request by the (Owner or Agent) or the Secretary, (name of contractor or supplier) will make available to the Secretary at a reasonable time and place; (name of contractor or suppliers) records which relate to goods or services provided to the Project." Agent agrees to request such records from the contractor or supplier within seven days of receipt of a written request from the Secretary of his/her designee.

Agent agrees to make available to the Secretary all records of Agent's management company and its identity-of-interest company(s), if any, which relate to the provision of goods or services to the Project whenever Project funds have been used to pay for such goods and/or services (other than management services).

In the event charges levied by an identity-of-interest firm exceed charges which were or would have been levied by non-identity-of-interest firms for similar services or materials, Owner, at the request of the Secretary, shall refund any excessive amounts which were paid from Project funds. If Owner and HUD cannot agree as to the amount of refund due, HUD's Loan Management Branch Chief shall request the identity-of-interest firm's records related to the transactions under review. The Inspector General shall provide the Loan Management Branch Chief with an estimate of the amount of refund due. The Deputy Director for Housing Management and the Chief shall review the Inspector General's report and shall notify Owner of the amount of refund due. Within twenty (20) days of receipt of the Field Office's letter, Owner shall refund any amounts found to be excessive.

19. Social Services Program. Agent will carry out the social services program as described in the Management Plan, if any.
20. Resident-Management Relations. Agent will encourage and assist residents of the Project in forming and maintaining representative organizations to promote their common interests, and will maintain good-faith communication with such organizations to the end that problems affecting the Project and its residents may be avoided or solved on the basis of mutual self-interest.
21. On-Site Management Facilities. Subject to the further agreement of Owner and Agent as to more specific terms, Agent will maintain a management office within the Project.
22. Insurance. Owner will inform Agent of insurance to be carried with respect to the Project and its operations and Agent will cause such insurance to be placed and kept in effect at all times. Agent will pay premiums out of the Operating Account, and premiums will be treated as operating expenses. All insurance will be placed with such companies, on such conditions, in such amounts, and with such beneficial interests appearing thereon as shall be acceptable to Owner and the Consenting Parties, and shall be otherwise in conformity with the mortgage, provided that the same will include comprehensive general liability, fire and extended coverage, loss of rents, Officers and Directors' Liability Insurance, Fidelity Bond and Boiler and Equipment Liability insurance. Agent shall be designated as one of the insureds, in amounts acceptable to Agent as well as to Owner and the Consenting Parties. Agent will investigate and furnish Owner with full reports as to all accidents, claims and potential claims for damage relating to the facility and will cooperate with Owner's insurers in connection therewith.
23. Compliance with Governmental Orders. Agent will take such actions as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Project, whether imposed by federal, state, county or municipal authority, subject, however, to the limitation stated in Subsection 11.e. with respect to repairs.

Nevertheless, Agent shall take no such action as long as Owner is contesting, or has affirmed its intention to contest, any such order or requirement. Agent will notify Owner in writing of all notices of such orders or other requirements, within seventy-two (72) hours from the time of their receipt.

24. Nondiscrimination. In the performance of its obligations under this Agreement, Agent will comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed, handicap or national origin, including Title

VI or the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), all requirements imposed by or pursuant to the Regulations of the Secretary (24 CFR, Subtitle A, Part 1) issued pursuant to that Title; regulations issued pursuant to Executive Order 11063, and Title VIII of the 1968 Civil Rights Act.

25. Agent's Compensation. Agent will be compensated for its services under this Agreement by monthly fees, to be paid out of the Operating Account and treated as Project expenses. Management fees will be computed and paid according to HUD requirements. Such fees will be payable on the 1st day of each month beginning with the first day of the first month of the term of this Agreement.
- a. Each such monthly fee will be in an amount equal to **3.8 % of gross collections** received during the preceding month. Gross collections are all amounts actually collected by Agent, as rents or other payments, including but not limited to laundry and vending income, damages, and license fees, if any, but excluding (i) income derived from interest or investments, (ii) discounts and dividends on insurance, and (iii) security or other resident deposits.
 - b. The following categories of expenses shall be covered by the fee, and shall not be reimbursable by Owner: All clerical and other management overhead expenses of Agent (including, but not limited to, cost of office supplies and equipment, data processing services, postage, transportation, managerial and non-managerial personnel and telephone service), other than the fee for services of the Certified Public Accountant retained to prepare the annual financial report.
26. Term of Agreement. This Agreement shall be in effect from **1st day of July, 2020** until Agent, Owner or HUD terminates in accordance with the terms of herein. This Agreement will be self-renewing for 2-year terms, subject, however, to the following conditions:
- a. This Agreement may be terminated by either party with or without cause, as of the end of any calendar month, provided at least ninety (90) days advance written notice thereof is given to each of the Principal Parties.
 - b. In the event a petition in bankruptcy is filed by or against either of the Principal Parties, or in the event either makes an assignment for the benefits of creditors or takes advantage of any insolvency act, the other party may terminate this Agreement without notice to the other; provided prompt written notice of such termination is given to each of the Principal Parties; and provided further that this Agreement shall not be assigned without the prior written approval of HUD.
 - c. It is expressly understood and agreed by and between the Principal Parties that the Secretary or the Mortgagee shall have the right to terminate this Agreement at the end of any calendar month, with or without cause, on thirty (30) days advance written notice to each of the Principal Parties. In addition, the Secretary may require Owner to terminate this Agreement immediately without penalty in the event of a default under the mortgage, note, regulatory agreement or subsidy contract attributable to Agent, or upon thirty (30) days written notice for failure to comply with the provisions of the HUD management certification, or for other good cause, or if HUD takes over as Mortgagee in Possession. If the Secretary terminates this Agreement, Owner will promptly make arrangements for obtaining an alternative management agent satisfactory to HUD. HUD's rights and requirements will prevail in the event of any conflicts with the terms of this Agreement.
 - d. Upon termination, Agent will submit to Owner any financial statements required by the Secretary and, after the Principal Parties have accounted to each other with respect to all matters outstanding as of the date of termination, Owner will furnish Agent security, in form and principal amount satisfactory to Agent, against all obligations or liabilities Agent may properly have incurred on behalf of Owner hereunder. Agent will turn over to Owner all of the Project's cash, accounts, deposits, investments and records, as soon as possible, but in no event more than 30 days after the date the Agreement is terminated.

27. Interpretative Provisions.

- a. At all times, this Agreement will be subject and subordinate to all rights of the Secretary, and will inure to the benefit of and constitute a binding obligation upon the Principal Parties and their respective successors and assigns. The extent that this Agreement confers rights upon the Consenting Parties, it will be deemed to inure to their benefit, but without liability to either, in the same name and with the same effect as though the Consenting Parties were primary parties to the Agreement.
- b. This Agreement constitutes the entire agreement between Owner and Agent with respect to the management and operation of the Project, and no change will be valid, unless made by supplemental written agreement, executed and approved by the Principal Parties.

28. Indemnification. To the extent permitted by law, Owner agrees (a) to hold and save Agent free and harmless from damages as a result of injuries to person or property by reason of any cause whatsoever either in and about the Project or elsewhere when Agent is carrying out the provisions of the Agreement; (b) to reimburse Agent upon demand for any monies which the latter is required to pay out for any reason whatsoever, whether the payment is for operating expenses under this Agreement or expenses in defense of any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against Agent or Owner, jointly or severally, by third parties affecting or due to the condition or use of the Project (as used herein, the term "third parties" does not include agents or non-site based employees of Agent), or due to acts or omissions of Owner, or agents and employees of Owner, arising out of or based upon any law, regulation, requirement or contract pertaining to the Project; and (c) to defend promptly and diligently, at Owner's sole expense, any claim, action or proceeding brought against Agent or Owner, jointly or severally, arising out of or in connection with any of the foregoing, and to hold harmless and fully indemnify Agent from any judgement, loss or settlement on account thereof. It is expressly understood and agreed that the foregoing provisions shall survive the termination of this Agreement.

Notwithstanding the foregoing, Owner shall not be required to indemnify Agent against damages suffered as a result of gross negligence or willful misconduct on the part of Agent, its agent, or employees.

To the extent permitted by law, Agent agrees to defend, indemnify, and save harmless Owner and its partners from all claims, causes of action, liabilities, losses or damages that may be asserted against Owner as a result of Agent's failure to act in accordance with the terms of this Agreement, provided that Agent shall not be liable for any act or omission performed or omitted by it in good faith on behalf of Owner and in a manner reasonably believed by it to be within the scope of the authority granted to it hereunder, but provided further that the protection afforded Agent pursuant to this paragraph shall not apply in the case of gross negligence, willful misconduct, or fraud with respect to such acts or omissions.

29. Notices. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party thereunder shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to Owner: Ravinia Housing Association
City of Highland Park
1150 Half Day Road
Highland Park, IL 60035
Attn: Charmain Later, Senior Planner

If to Agent: Evergreen Real Estate Services, LLC
566 West Lake Street, Suite 400
Chicago, IL 60661-1414
Attn: John Kennedy

Such addresses may be changed by notice to the other party given in the Agreement. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be

served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be effective three (3) business days after proper deposit with the United States Postal Service.

30. Emergency Situations. Notwithstanding anything contained herein to the contrary, in the event that an Emergency Situation (as defined below) exists or arises, Agent shall be entitled to immediately take any action, which, in Agent's reasonable determination, Agent deems necessary and prudent to preserve, protect or repair to the Project or any property related to or used in connection with the Project; provided, however, that Agent shall as soon as practical, but in any event within forty-eight (48) hours, notify Owner describing in reasonable detail the reasons for such Emergency Situation and the actions taken by Agent in response thereto. For purposes of this Agreement the term "Emergency Situation" shall mean any situation or condition which exists or arises which without immediate action (i) will or is likely to cause damage or destruction to the Project or any property related to or used in connection with the Project; (ii) will or is likely to cause the Project to be dangerous or unsafe to residents; or (iii) will or is likely to cause the Project to violate any applicable building code, rule or regulation.
31. Controlling Provisions.
- a. In the event of a conflict between the applicable HUD laws, regulations, contract and mortgage ("HUD Provisions") and this Agreement, the HUD provisions will govern and control.
 - b. In the event of a conflict between this Agreement and the Management Plan, the provisions of this Agreement will govern and control.

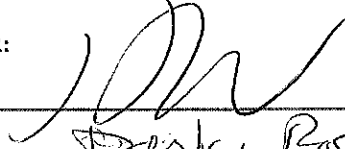
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Principal Parties have executed this Agreement to be effective as of the date first above written.

OWNER:

By: _____

Its: _____



Douglas Ross

PRESIDENT

/Date

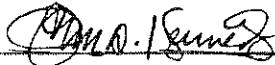
2/5/20

AGENT:

EVERGREEN REAL ESTATE SERVICES, LLC

By: _____

Its: _____



EXECUTIVE VICE PRESIDENT

1/15/2020

/Date

EXTENSION AND AMENDMENT OF MANAGEMENT AGREEMENT

Development Name: Sunset Woods

Project ID (PID): HTF 1213

THIS EXTENSION AND AMENDMENT OF MANAGEMENT AGREEMENT (this "Amendment") is made as of the 27th day of February, 2026 by and between Sunset Woods Association (the "Owner") and Housing Opportunity Dev. Corp. "Property Manager.")

This agreement covers 12 units (103, 112, 203, 212, 214, 216, 303, 312, 314, 316, 237, and 337).

RECITALS

The Owner and the Property Manager have previously entered into that certain Management Agreement dated as of September 1, 2014 (the "Management Agreement") and approved by the Illinois Housing Development Authority. The Management Agreement has expired and the parties wish to amend it and extend its term. **NOW, THEREFORE**, in consideration of the mutual agreements contained below and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms in this Amendment that are not defined herein shall have the meanings provided in the Management Agreement.
2. **Extension of Term.** The term of the Management Agreement is extended for a period of 2 years, beginning on July 1, 2026 and ending on June 30, 2028 unless , terminated earlier as provided in the Management Agreement.
3. **Fees.**
☒ There is no change to the monthly fee of the Property Manager.
☐ There is a change to the monthly fee of the Property Manager. Paragraph _____ of the Management Agreement is amended to provide that the monthly fee of the Property manager shall be _____ percent (____%) of gross collections.
4. **Warranties and Representations.** Owner and Property Manager each warrants that it has not executed, and represents that it will not execute, any other agreement with provisions contradictory to or in opposition to the provisions of the Management Agreement, as amended by this Amendment (the "Amended Management Agreement") and that, in any event, the requirements of the Amended Management Agreement are (i) paramount and controlling as to the rights and obligations set forth in any other agreement and (ii) supersede any other requirements in conflict with the Amended Management Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their authorized representatives.

OWNER:

By: _____
Print Name: _____
Title: _____
Date: 02/26/2026
FEIN # _____

PROPERTY MANAGER:

By: 
Print Name: Richard Koenig
Title: Executive Director
Date: 02/26/2026
FEIN # 36-3237455

This Amendment is approved this _____ day of _____.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY:

By: _____
Print Name: _____
Title: _____

EXTENSION AND AMENDMENT OF MANAGEMENT AGREEMENT

THIS EXTENSION AND AMENDMENT OF MANAGEMENT AGREEMENT (this "Amendment") is made as of the 26th day of February, 2026, by and between Sunset Woods Association (the "Owner") and Housing Opportunity Development Corp (the "Property Manager"). This agreement covers 2 units (#231 and #319).

RECITALS

A. The Owner and the Property Manager have previously entered into that certain Management Agreement originally dated as of February 3, 2010, (the "Management Agreement") for the two additional units defined in Exhibit A. The Management Agreement has expired and the parties wish to amend it and extend its term.

NOW, THEREFORE, in consideration of the mutual agreements contained below and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms in this Amendment that are not defined herein shall have the meanings provided in the Management Agreement.
2. **Extension of Term.** The term of the Management Agreement is extended for a period of 2 year(s), beginning on July 1, 2026 and ending on June 30, 2028, unless terminated earlier as provided in the Management Agreement.
3. **Warranties and Representations.** Owner and Property Manager each warrants that it has not executed, and represents that it will not execute, any other agreement with provisions contradictory to or in opposition to the provisions of the Management Agreement, as amended by this Amendment (the "Amended Management Agreement") and that, in any event, the requirements of the Amended Management Agreement are (i) paramount and controlling as to the rights and obligations set forth in any other agreement and (ii) supersede any other requirements in conflict with the Amended Management Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their authorized representatives.

OWNER:

By:
Print Name:
Title: President
FEIN # 01-0628727

PROPERTY MANAGER: Housing Opportunity
Development Corporation

By: 
Print Name: Richard Koenig
Title: Executive Director
FEIN # 36-3237455

Exhibit A
Rental Units

<u>Units</u>	<u>Bedroom Count</u>	<u>Income Threshold</u>
#231	two-bedroom	up to 80% Chicago Area Median Income
#319	two-bedroom	up to 115% Chicago Area Median Income

Staff Report



Meeting Date: April 27, 2026
Staff Contact: Anthony Mistretta, Planner I
Department: Community Development Department

Title: A Resolution Approving a Public Right-of-Way Use License Agreement Between the City of Highland Park and Eeze Fiber Texas, LLC for Installation of Fiber Optic Communications Facilities

Recommendation:

Staff recommend authorizing the execution of the attached public right-of-way use license agreement between the City of Highland Park and Eeze Fiber Texas, LLC Delaware Limited Liability Company (“**Licensee**”) for installation of fiber-optic communication facilities.

Policy Consideration:

Municipalities are required to allow fiber optic facility installations within their right-of-ways, subject to agreements with reasonable terms and conditions.

Background.

The Licensee is required to be certified by the Illinois Commerce Commission as a Local Exchange Carrier (LEC) or an Interexchange Carrier (IXC), is not delivering, and does not intend to deliver, cable television services to residents and businesses. Instead, the Licensee requests the use of the City’s right-of-ways for its fiber optic telecommunication facilities (“**Facilities**”) for the benefit of Highland Park residents and possibly other potential business customers in the future. These facilities will consist of underground fiber optic cable and related components with the exception of a limited number above ground equipment cabinets.^[1]

Interdepartmental team of staff from Public Works and Community Development worked to revise and customize the attached license agreement that Corporation Counsel created as a template for municipalities (see **Attachment 1**).

[1] Cabinets are typically dimensioned as 62”x59”x34”. Each cabinet requires 240VAC single-phase Class 100 utility power. See **Exhibit C** for more details.

Agreement Summary.

The agreement consists of eight Sections and four **Exhibits (A-D)**. **Section 1** Recitals; **Section 2** Grant of Right-of-Way License; **Section 3** Description of Facilities; **Section 4** Construction and Maintenance; **Section 5** Liability, Indemnity and Insurance provisions; **Section 6** Term and Termination provisions; **Section 7** Enforcement; and **Section 8** regarding General Terms.

Exhibit A identifies in general terms preliminary plans for where the City will allow the Licensee to construct, install, operate, maintain, and replace its fiber facilities. The Licensee is responsible for properly assessing all locations for existing utilities. Final location of the proposed Facilities will be decided based on submittal of a permit applications approved by the City. Moreover, the Licensee is responsible for damage, if any, caused by their work or facilities, and must restore the City's right of ways in a timely manner^[1], and provide the City as built electronic files for use in the City's geographic information system.

Supplemental Requirements. **Section 2** of the Agreement grants use of the right-of-way to the License subject to Public Right of Way Construction Regulations, as well as the Supplemental Requirements for Public Right-of-way Fiber Installations (see **Exhibit B**). They include, but are not limited to, providing fiber service free of charge to certain publicly-owned facilities free of charge with conditions; and includes restrictions on what can be charged to residential and business customers. Please see **Exhibit D** for details.

[2] Service connection to individual users must be buried within seven business days, restoration must be completed in five business days after the installation of Fiber Facilities on a block is completed.

Exhibit C provides general specifications of the fiber facilities, and **Exhibit D** identifies select Public Facilities the Licensee will provide fiber service to free of charge, with conditions listed in **Exhibit D**.

Project Administration. The proposed project is a large undertaking that exceeds the City's capacity to ensure compliance utilizing City staff alone. Importantly, the Agreement includes reimbursement of municipal third-party costs as the City intends to use third-party consultants to review permit applications, plans, and inspect worksites for compliance with the Agreement.

To aid administration and completion of work, the Agreement includes terms regarding the number of service connections per permit application and limits permit validity to 180 days to ensure that work is completed in a timely manner. In addition, a \$100K security will be required per permit in a form acceptable to the City, which will be returned upon completion of the installation, restoration, inspection, and approval of the restored right-of-way related to each permit.

To prevent damage and large-scale disruption to right-of-ways, directional boring or "jacking" is required as opposed to open trenching. The licensee will also be required to work with City staff to ensure that all proposed fiber facilities will have the required separation from existing City

utilities.

Notice to Property Owners. 30 days prior to commencing work, the Licensee shall provide written notice, in the form of door hangers, to all private property owners along the section of right of way affected. Notice shall include the scope of installation activities and telephone contact information for both the Licensee's representative and the installation contractor.

Core Priorities:

Economic Development & Infrastructure Investment

The proposed license agreement allows for an investment in utility infrastructure that would otherwise greatly benefit the residents of the City. By providing access to the licensee's fiber optic network, the City is equipped with a much more efficient internet/telecommunications utility structure.

Attachments:

1. Attachment 1 - Signed Agreement
2. HP - Resolution Approving a PROW License Agreement with Ezee Fiber for Fiber Optic Communication Facilities
3. Exhibit A - Approved PROW Locations
4. Exhibit B - Supplemental Requirements
5. Exhibit C - Fiber Facility General Specification
6. Exhibit D - Public Facilities

**PUBLIC RIGHT-OF-WAY USE LICENSE AGREEMENT
BETWEEN THE CITY OF HIGHLAND PARK AND EZEE FIBER TEXAS, LLC
FOR INSTALLATION OF FIBER-OPTIC COMMUNICATION FACILITIES**

THIS AGREEMENT is entered into on _____, 20__, (**"Effective Date"**) by **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (**"City"**) and Ezee Fiber Texas, LLC Delaware limited liability company (**"Licensee"**).

RECITALS

WHEREAS, the City owns and maintains the public rights-of-way identified and depicted in **Exhibit A** to this Agreement; and

WHEREAS, the City maintains standards for construction of utility facilities within its public rights-of-way, which are set forth in Chapter 53 of Title V of the City of Highland Park Code of Ordinances¹, as the same may from time to time be amended (**"PROW Construction Regulations"**); and

WHEREAS, the Licensee has requested that the City enter into this Agreement to memorialize the parties' respective rights and responsibilities with respect to the licensing, construction, installation, operation, maintenance, and replacement of fiber optic telecommunications cables and appurtenant equipment (collectively, the **"Fiber Facilities"**) both underground [above ground, and on existing utility poles] within portions of the City's public rights-of-way; and

WHEREAS, the Licensee, which has been certified by the Illinois Commerce Commission as a [Local Exchange Carrier (LEC) OR an Inter-Exchange Carrier (IXC)], is not delivering, and does not intend to deliver, cable television services to the residents of the City, but rather intends to provide fiber optic telecommunications services for the benefit Highland Park residents and possibly other potential business customers in the future; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the City is willing to allow the Licensee to construct, install, operate, maintain, and replace its Fiber Facilities within the City's public rights-of-way identified in **Exhibit A** (**"Approved PROW Locations"**); and

WHEREAS, the City has determined that it is useful to the City and its residents to grant a license to the Licensee as provided in this Agreement for the purpose of memorializing the Licensee's rights and obligations with regard to the installation, operation, maintenance, and repair of the Fiber Facilities in the Approved PROW Locations; and

WHEREAS, the Licensee is authorized to enter into and perform and assume all of its obligations under this Agreement;

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth in this Agreement, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follows:

¹ See [Chapter 53 - CONSTRUCTION OF UTILITY FACILITIES IN THE PUBLIC RIGHTS-OF-WAY | Code of Ordinances | Highland Park, IL | Municode Library](#)

SECTION 1. RECITALS. The Recitals are incorporated into this Agreement as substantive terms of this Agreement.

SECTION 2. GRANT OF RIGHT-OF-WAY USE LICENSE. For and in consideration of the terms of this Agreement and compliance with all federal, State of Illinois, and City local laws and regulations, including, without limitation, the PROW Construction Regulations, as well as the Supplemental Requirements for Public Right-of-Way Fiber Installations ("**Supplemental Requirements**") attached to this Agreement as **Exhibit B**, the City hereby grants to the Licensee a non-exclusive revocable license ("**License**") to construct, install, operate, maintain, repair, and replace (collectively, "**Installation**") the Fiber Facilities in the Approved PROW Locations. The License does not convey any right, title, or interest of any kind (including any ownership or leasehold interest) in any City public rights-of-way, but is a license only for the use and occupancy of the Approved PROW Locations for the limited purposes stated in this Agreement. The License does not grant or convey any permission or right in the Licensee to provide telecommunication services of any kind within the City. The Licensee acknowledges the jurisdiction of the City to regulate its public rights-of-way and agrees to comply with the PROW Construction Regulations and the Supplemental Requirements.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access City public rights-of-way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work must comply with the requirements for emergency maintenance in the PROW Construction Regulations and the Supplemental Requirements.

SECTION 3. DESCRIPTION OF FIBER FACILITIES.

A. **Facility Specifications.** The Fiber Facilities for which the License is granted are composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Fiber Facilities are depicted in **Exhibit C** ("**Facility Specifications**").

B. **Changes to Type or Scope of Facilities.** The License is granted only for Fiber Facilities matching the Facility Specifications and the Approved PROW Locations. If the Licensee desires to expand the Fiber Facilities into any additional locations or install Fiber Facilities differing from those depicted in the Facility Specifications, then the Licensee must request, in advance and in writing, the approval of the City for that expansion or alternative or additional equipment. The additions, alterations, or expansions must be documented in an addendum to this License Agreement approved by resolution of the City Board.

SECTION 4. CONSTRUCTION AND MAINTENANCE OF FIBER FACILITIES.

A. **Construction Within and Use of Public-Rights-of-Way; Permits.**

1. **Construction Within and Use of Public Rights-of-Way.** All construction within the City rights-of-way must comply with the PROW Construction Regulations, the Supplemental Requirements, and other applicable laws, ordinances, and regulations. The Licensee must not interfere with property of City and other authorized users of the Approved PROW Locations or any other public rights-of-way. This Agreement does not authorize the Licensee to use, enter upon, or otherwise encroach on, any privately-owned property except if within a City easement or compatible municipal utility easement identified within the list of Approved PROW Locations.

2. Permits. The Licensee must secure all required permits, including City permits, for the Installation of the Fiber Facilities prior to commencing Installation of the Fiber Facilities. The Licensee also must post a Security Deposit with the City in the forms and amounts required by the PROW Construction Regulations and the Supplemental Requirements.

3. Fees.

If Licensee is a telecommunications retailer: The Licensee is not required to pay any additional fees to the City under this Agreement, so long as: (a) the Licensee maintains its status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (35 ILCS 635/1 et seq.), and (b) the Licensee timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 et seq.) to the State of Illinois. If at any time the Licensee is no longer a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act or the City no longer imposes a tax pursuant to the Simplified Municipal Telecommunications Tax Act, then the Licensee must pay all applicable and required City fees, taxes, and other compensation required by the City in exchange for the License.

If Licensee is NOT a telecommunications retailer: Given that the Licensee does not qualify as a Telecommunications Retailer under either the Telecommunications Infrastructure Maintenance Fee Act (35 ILCS 635/1 et seq.) or the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 et seq.), the Licensee must pay all applicable fees, taxes, and other compensation required by the City in exchange for the License.

B. Installation and Maintenance of Fiber Facilities.

1. The Licensee must maintain the Fiber Facilities in a good and safe condition at all times and in compliance at all times with applicable federal, State of Illinois, and City regulations, including, without limitation, the PROW Construction Regulations and the Supplemental Requirements.

2. The Parties acknowledge and agree that this License is granted in consideration for the Licensee's promise to provide telecommunications services to those properties abutting, adjoining, and adjacent to the Approved PROW Locations. The Licensee must complete construction of the Fiber Facilities at the Approved PROW Locations and offer telecommunications service to adjoining properties within 48 months. Failure to complete installation during this time period is grounds for revocation of the License.

C. Property Restoration and Repairs.

1. Obligation to Restore and Repair. Licensee must restore all areas disturbed by the Licensee's Installation of the Fiber Facilities in full compliance with both the PROW Construction Regulations and this Agreement, including the Supplemental Requirements ("**Restoration**").

2. Failure to Restore and Repair. If the Licensee fails to perform any required Restoration within the required time period, then the City may undertake the Restoration, at the Licensee's expense, using the City's own forces or third-party forces. The Licensee must reimburse the City for all costs and expenses incurred by the City related to the Restoration, including reasonable administrative costs, within 21 days after receipt of an invoice of those costs and expenses from the City. The invoice must include reasonable detail

of the costs and expenses and must include receipts or other documents when available. If the Licensee fails to pay the City within the 21-day period, then the City may issue a notice to the Licensee that the City will (i) reimburse itself from the Security Fund and (ii) terminate this Agreement if payment is not received within 14 days after the date of that notice. If the Licensee fails to pay the City within that 14-day period, then the City may immediately terminate this Agreement.

D. Duty to Provide Information. Within 15 days after receipt of a written request from the City, Licensee must furnish any information requested that is necessary, as determined by the City, for the City's management of the public right-of-way and reasonably related to the subject matter of the Agreement or the Installation of the Fiber Facilities, the License, and any business activities related to the License or business operations of Licensee in the City.

SECTION 5. LIABILITY AND INDEMNITY AND INSURANCE.

A. No Liability for Damage to Fiber Facilities. Unless directly and proximately caused by a willful, intentional, or malicious act of the City, the City will not be liable for, and the Licensee expressly waives all claims it may have against the City for, any and all damage to or loss of the Fiber Facilities.

B. Indemnification. To the fullest extent permitted by law, and in addition to any indemnification requirements set forth in the PROW Construction Regulations, the Licensee will hold harmless, indemnify, and defend the City and all of its officials, officers, employees, attorneys and agents (collectively, "***Indemnified Parties***") from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees (collectively "***Claims***" and each a "***Claim***"), to the extent they arise out of, or result from, whether directly or indirectly, any act or omission of the Licensee or any of its affiliates, officials, officers, employees, agents, contractors, or subcontractors the Agreement, Installation of the Fiber Facilities, the Licensee's use of the City's public rights-of-way, or the provision of services over the Fiber Facilities.

C. No Limitation or Subrogation. The indemnification and defense required by this Agreement are not limited by the amount of the insurance available to either party and will not be subject to subrogation. The Licensee, as to its own acts or omissions, will, 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.

D. Insurance. The Licensee must comply with, and maintain insurance in accordance with, the insurance requirements contained in Section 53.206² of the PROW Construction Regulations at all times when Installation is taking place and when any part of the Fiber Facilities is located within any City public right-of-way.

E. Security. The Licensee must provide a "Security Fund" in compliance with the PROW Construction Regulations and the Supplemental Requirements.

² See [Sec. 53.206. - Insurance. | Code of Ordinances | Highland Park, IL | Municode Library](#)

SECTION 6. TERM; TERMINATION.

A. Term of Agreement. The term of this Agreement is five years, beginning on the date the City first issues a permit for the Installation ("***Initial Term***"). Following the Initial Term, this Agreement will automatically renew for successive five-year terms provided that the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal ("***Renewal Terms***"), unless either party provides notice to the other party that it does not wish the Agreement to renew at least 90 days before the end of the then-current Initial Term or Renewal Term. In the event this Agreement is not renewed, and upon notice from the City, the Licensee must remove its Fiber Facilities from all City rights-of-way, or those portions designated by the City, and complete the Restoration of all the rights-of-way as required by this Agreement.

B. Termination of Agreement.

1. **Termination by Licensee.** Subject to the conditions stated in this Section 6.B.1, the Licensee may terminate this Agreement at any time and for any reason upon 30 days advance written notice to the City of its intention to terminate; provided, however, that all unfulfilled or unfinished obligations of the Licensee under this Agreement, whether payment obligations, Restoration, or any other obligation, will survive termination, and the Licensee will continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

2. **Termination by City.** Subject to the conditions stated in this Subsection B, the City may terminate this Agreement for any of the following causes:

- a) A material violation of any term of this Agreement and the Licensee's failure to completely cure that violation within 15 days after receipt of written notice by the City that identifies the violation.
- b) The material failure of Licensee to comply with all applicable federal, State of Illinois, or local laws, ordinances, rules, and regulations, including the PROW Construction Regulations and the Supplemental Requirements, with regards to service, facilities, or operations in the City, and the Licensee's failure to completely and timely cure that violation after receipt of written notice from the applicable governmental.
- c) The Licensee makes a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement, that is relied upon for renewal of this Agreement, or in a permit application.
- d) Installation of the Fiber Facilities is contrary to the plans and specifications approved by the City or outside the scope of the License approved by this Agreement.
- e) The Licensee is adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.
- f) The Licensee transfers this License without the City approval required under this Agreement.

- g) The Licensee ceases its business operations or ceases operation of the Fiber Facilities, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within 30 days after they were ceased.
- h) Any portion of the Fiber Facilities presents a direct or imminent threat to the public health, safety, or welfare—whether due to its location, condition, or other circumstance—and the Licensee fails to mitigate that threat promptly.
- i) Failure to provide the required traffic control during Installation; and to respond to requests from the City to correct such deficiencies within a reasonable time.
- j) Failure to perform any Restoration as required pursuant to Section 4 of this Agreement.

As part of the termination of this Agreement by the City, the City will direct the Licensee as to what portion of the Fiber Facilities, if any, the Licensee must remove from the City's public rights-of-way. Any portion of the Fiber Facilities designated for removal must be removed by the Licensee at its expense within 30 days after the date of termination, or as otherwise agreed to by the City, and the Licensee must restore all disturbed public rights-of-way to the standards in the ROW Construction Regulations. The Licensee must transfer to the City all rights, title, and interest to all portions of the Fiber Facilities that remain via a bill of sale; provided, however, that even in the absence of a bill of sale, the parties explicitly agree that ownership in any Fiber Facilities abandoned in place after the termination or expiration of this Agreement and any deadline provided to remove them will automatically transfer to the City.

SECTION 7. ENFORCEMENT.

A. Enforcement. The City and the Licensee may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Licensee agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the City or any City elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by one party against the other party, the prevailing party in the judicial proceeding is entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 8. GENERAL PROVISIONS.

A. Transfer or Assignment of Agreement. This Agreement is binding on, and inures to the benefit of the City and the Licensee their successors and assigns. Except as stated in this Section 8, the Licensee has no right or authority to transfer or assign the License, this Agreement, or any interest in any part of the License or this Agreement without the prior, express, written consent of the City, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the Approved ROW Locations

and the assignee fully assumes all of the Licensee's obligations under the Agreement. The Licensee may assign this Agreement without consent to an affiliate or to a successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the Approved ROW Locations and the assignee fully assumes all of the Licensee's obligations under the Agreement.

B. Complete Agreement; Amendments. This Agreement represents the entire agreement between the City and the Licensee. This Agreement may be amended only in writing with the signatures of properly authorized representatives.

C. Incorporation of Exhibits. Exhibits A through C are hereby incorporated as substantive provisions of this Agreement.

D. Governing Law; Venue. This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the parties will be in the Circuit Court of Lake County, Illinois, or the United States District Court for the Northern District of Illinois.

E. Taxes. Nothing contained in this Agreement will be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee will be responsible for the payment of any taxes assessed relative to its use of the City's public rights-of-way or its operation of the Fiber Facilities.

F. No Waiver. The waiver by a party of a particular breach of this Agreement or the failure of a party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver of any other breach or a bar from enforcing any other term.

G. Conflict. In the event of a conflict between this Agreement, the PROW Construction Regulations, or the Supplemental Requirements, the term or provision that is stricter or more protective of the City controls.

H. Notice. A notice under this Agreement must be in writing and will be deemed to be served effectively when deposited in the mail with sufficient first-class postage affixed and addressed to the party at the party's place of business. Notices must be addressed as follows:

If to City: City of Highland Park
 1707 St. Johns Ave.
 Highland Park, Illinois 60035
 Attn: City Manager

If to Licensee: Ezee Fiber Texas, LLC
 5959 Corporate Dr., Ste. 2000
 Houston, TX, 77036
 Attn: Legal

I. Good Faith Cooperation. The Licensee and the City agree that in the event a decision by a regulatory authority at the federal, state, or local level requires modifications of this Agreement then the Licensee and the City will negotiate in good faith to modify this Agreement to permit each of them, to the extent practicable, to enjoy the intended benefits of

this Agreement. The Licensee and the City otherwise mutually agree to cooperate with each other in good faith to perform their duties and obligations under this Agreement.

J. Force Majeure. The City and the Licensee will not be responsible for any failure to perform or delay in performance due to unforeseen circumstances or due to a cause beyond the party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, or accidents.

IN WITNESS THEREOF, the City and the Licensee have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

ATTEST:

CITY OF HIGHLAND PARK

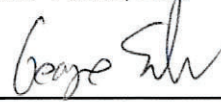
By: _____

By: _____

ATTEST:

Ezee Fiber Texas, LLC

By: 

By: 

Title: SVP, Government Affairs

Its: General Counsel

City of Highland Park

Resolution No. _____

A Resolution Approving a Public Right-of-Way Use License Agreement Between the City of Highland Park and Ezee Fiber Texas, LLC for Installation of Fiber Optic Communications Facilities

WHEREAS, the City owns and maintains public rights-of-way throughout the City for the benefit of its residents and property owners; and

WHEREAS, the City maintains standards for construction of utility facilities within its public rights-of-way, which are set forth in Chapter 53 of Title V of the City of Highland Park Ordinances, Illinois, as the same may from time to time be amended ("***PROW Construction Regulations***"); and

WHEREAS, Ezee Fiber Texas, LLC ("***Licensee***") has requested that the City grant it permits to commence construction, installation, operation, maintenance, and replacement of fiber optic telecommunications cables and appurtenant equipment (collectively, the "***Fiber Facilities***") both underground and above ground only on existing utility poles within portions of the City's public rights-of-way; and

WHEREAS, the Licensee, which has been certified by the Illinois Commerce Commission as a Local Exchange Carrier (LEC), is not delivering, and does not intend to deliver, cable television services, but rather intends to provide fiber optic telecommunications services to residents and property owners in the City; and

WHEREAS, in consideration of, and subject to, the terms of the Public Right-of-Way License Agreement attached to this resolution as ***Exhibit A ("License Agreement")***, the City is willing to allow the Licensee to construct, install, operate, maintain, and replace its Fiber Facilities within certain of the City's public rights-of-way identified; and

WHEREAS, the City has determined that it is useful to the City and its residents to grant a license to the Licensee as provided the Agreement for the purpose of memorializing the Licensee's rights and obligations with regard to the installation, operation, maintenance, and repair of the Fiber Facilities; and

WHEREAS, the City Council has determined that execution of the License Agreement with the Licensee will serve and be in the best interest of the City and its residents;

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 LICENSE AGREEMENT.** The City Council hereby approves the License Agreement between the City and the Licensor, in the form attached to this Resolution as **Exhibit A**.

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

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

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

Nancy R. Rotering, Mayor

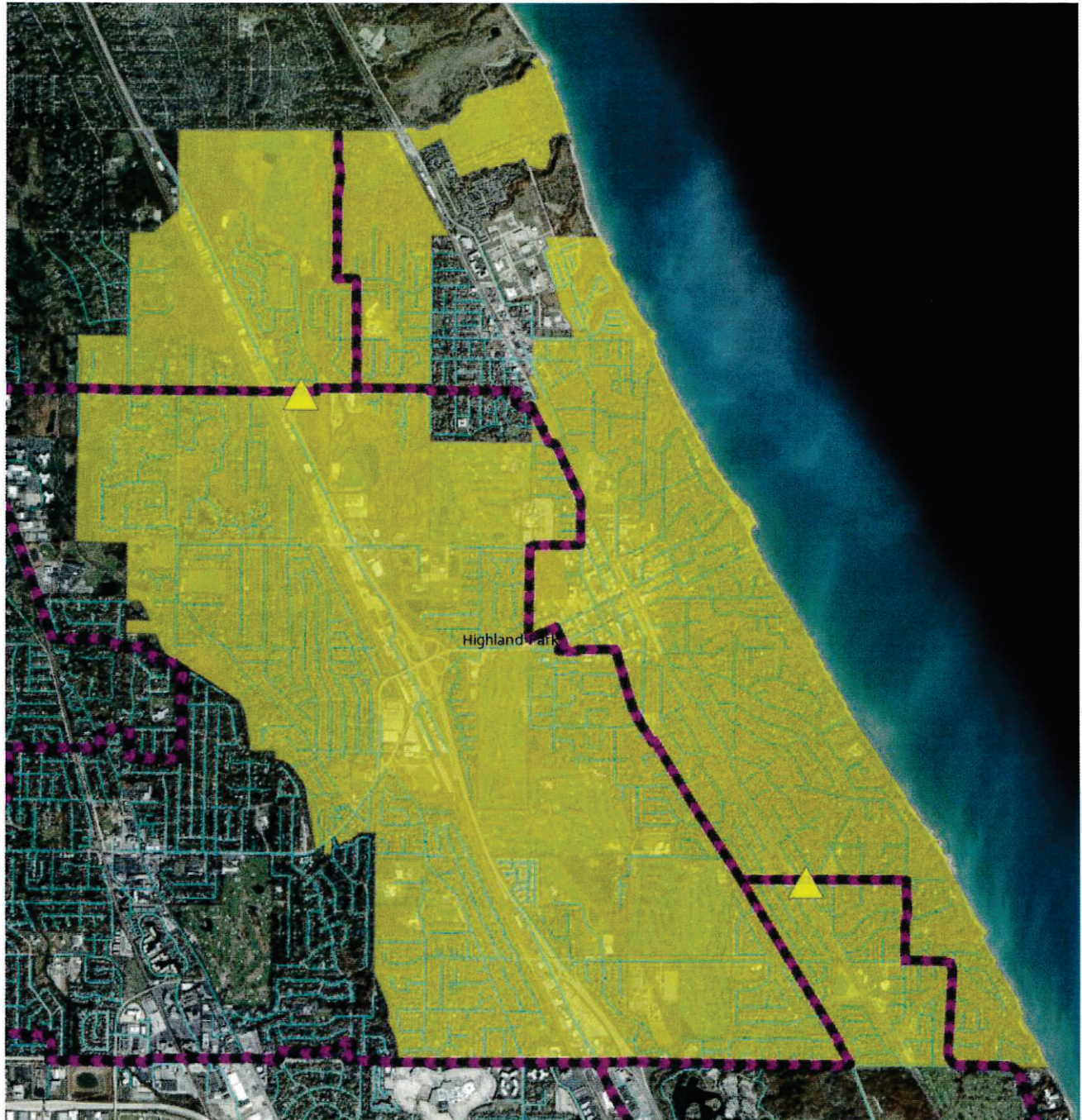
ATTEST:

Ghida S. Neukirch, City Clerk

EXHIBIT A
LICENSE AGREEMENT

EXHIBIT A

APPROVED PROW LOCATIONS FOR FIBER FACILITIES



- The **Purple lines** represent our core routes.
- The **Yellow triangles** represent approximate Cabinet locations.
- All **Green lines** within the yellow shaded boundary of Highland Park are our intended routes for fiber deployment.
 - This is approximately 320,000 feet of construction.

EXHIBIT B

SUPPLEMENTAL REQUIREMENTS **FOR PUBLIC RIGHT-OF-WAY FIBER INSTALLATIONS**

The following requirements are supplemental to, and shall be read in concert with, the requirements of the City's PROW Construction Regulations. In the event of a conflict between the PROW Construction Regulations and these Supplemental Requirements, the requirement that is stricter or more protective of the City governs.

Level of Service for Customers and Municipal Facilities

- **Municipal Public Facilities:** Licensee will provide fiber service to those publicly -owned facilities , including both buildings and utility infrastructure, listed in Exhibit D free of charge under following conditions:
 - No connection/installation fees may be charged.
 - No monthly service fees may be charged.
 - No equipment sale/lease fees may be charged.
 - No service cancellation fees may be charged.
 - Licensee must install all required publicly-owned facilities in the first 50% of its phased Installation unless otherwise approved by the City Engineer and shall prioritize the inclusion of specifically designated facilities in the first phase of installation.
- **Residential or Business Customers:** Licensee will provide fiber service to residential and business customers within municipality under following conditions:
 - No connection/installation fees may be charged.
 - No equipment sale/lease fees may be charged.
 - Monthly fiber services charges for all services to, and selected by, residential or business customers must remain fixed for five years if customer does not elect to change level of service.
 - Most favored nation pricing – Licensee must offer all customers lowest service pricing it offers within the state.
 - No service cancellation fees may be charged.

Non-compliance with the above level of service requirements for residential or business customers is grounds for termination of the License pursuant to Section 6 of this Agreement. The Licensee's Local Representative will be responsible for managing communications with residential and business customers. Licensee will be required to provide the City with an annual report confirming number of customers served in City and verifying levels of service provided. The Licensee must track and report customer complaints and Licensee's responses to the City.

Permit Application Requirements and Time Limits

- Minimum and Maximum Service Connections Per PROW Construction Permits:
 - No PROW construction permit may be issued to Licensee unless the installation covered by the permit will support a minimum of 100 service connections to residences or commercial units, of a combination of both.
 - No PROW construction permit may be issued to the Licensee if the installation covered by the permit will support more than 250 service connections residences or commercial units unless approved in advance by the City's representative. Exceptions will be made for installations that provide connection to multi-family buildings or multi-tenant commercial buildings.
 - Based on the Licensee's proposed number of service connections, the Installation will occur in multiple phases. The Licensee may coordinate with City staff if alternative phasing is necessary.
- Time Limit on Permit Validity: No PROW construction permit will remain open beyond the time limits set forth below:
 - If work has not commenced on the installation within 90 days after the date of permit issuance, the permit will be cancelled and a new permit application and fee for installation in same location will be required.
 - If installation has commenced but not been completed within 180 days after the date of permit issuance, the permit will be cancelled, all ongoing work must cease, and the City will be authorized, but not obligated, to commence site restoration, including reimbursement of its costs from the Security Fund.
- Municipal Facilities: All PROW construction permit applications must, by working with the City, identify all municipally-owned facilities that are located within construction area and eligible for fiber installation.
- Security Fund: A deposit the amount of \$100,000 per permit will be required to be provided to the City as a precondition of the issuance of a PROW construction permit ("**Security Fund**"). The Security Fund may be made in the form of a cash deposit or a letter of credit in a form acceptable to the City. The Security Fund will be returned to the Licensee upon completion of installation, restoration, inspection and approval of the restored PROW and closing out of the permit by the City; provided, however that the City may retain a portion of the Security Fund for as needed to allow for seasonally appropriate conditions for replanting or resodding.
- Reimbursement of Municipal Third-Party Costs: Licensee will reimburse the City for any third-party consultants it requires to inspect permit applications, plans, or work sites for compliance with the PROW Construction Regulations and these supplemental requirements. The City will provide Licensee with an estimate of expected costs for third-party consultants upon issuance of a permit based on the scope of work and consultants' hourly rates, barring any unforeseen conditions. All reimbursement for third party costs must be provided to the City prior to permit close-out.

Supplemental Construction and Restoration Requirements

- Directional Boring or Jacking Required: All installations of Fiber Facilities must be conducted through directional boring or jacking rather than open trench installation.
- Location of Fiber Facilities: All installation of the Fiber Facilities must be made in existing easements on either (i) private property (e.g. in back yards) where easements are available or (ii) within public rights-of-way. The Licensee must provide the City with proof of existing easements used for installations. Where possible, Fiber Facilities should be installed to run parallel and same general location to other fiber/cable installations to keep "like with like."
- Separation from City Utility Facilities: In all instances Fiber Facilities must be installed with the following minimum separations from existing City utilities:
 - 18-inch vertical separation
 - 5-foot horizontal separation

In the event that sufficient PROW is not available to accommodate the minimum required separation, Licensee will work with City Engineer to determine alternate routes or installation options. City Engineer may grant Licensee approval to install Fiber Facilities under public sidewalks.

- Tree Survey: Excavation within the critical root zone of trees is not permitted. In the event no alternative exists, Licensee must provide or pay for a Certified Arborist report regarding impact on trees in PROW that may be affected by construction and perform recommended protection methods for those trees to the satisfaction of the City. These reports will be submitted to the City for review prior to permit approval.
- Local Representative: Licensee will designate an employee or agent of the Licensee who is able to be on-site at an installation location within 24 hours' time to address and resolve issues.
- Pre-Dig Meetings: Licensee's Local Representative and its installation contractor must participate in pre-dig meetings with the municipality's designated representative(s).
- Televising Municipal Utilities: Both before and after installation of the Fiber Facilities, the Licensee must televise each sanitary and storm sewer main with a view of the lateral lines. The Licensee must retain and hold the footage, and provide footage to the City upon request.
- Conduits: The Licensee must label each conduit it installs, with clear indication of Licensee's ownership of conduit, per City's direction.
- Notice to Property Owners: 30 days prior to the commencement of work, Licensee will provide written notices, in the form of door hangers or physically posted letters, to notify private property owners along the section of right of way affected of dates and scope of installation activities that will impact their properties. All such notices will provide property owners with email and telephone contact information for both the Licensee's Representative and the installation contractor.

- Resident Access: Licensee must ensure that property owners can access their driveways at all times during construction. Lane closures of City streets are prohibited.
- Permitted Work Hours: All installation activities may only be conducted during the City's permitted construction hours. Permitted work hours for construction in the City are: 7:00 AM to 7:00 PM Monday-Friday, and 9:00 AM to 5:00 PM on Saturday. No construction is permitted on Sundays or holidays.
- Weekly Updates: Licensee will provide both City and its third-party consultants with weekly work updates which any installation is being conducted. Such updates will include lists of areas where facilities will be installed, all dig locations, and all area being restored.
- Restoration:
 - Service connection to individual users must be buried within seven business days.
 - Restoration must be completed within five business days after installation of Fiber Facilities on a block (from intersecting/ intercepting street to intersecting/ intercepting street) is completed.
 - Restoration to the PROW following installation must be completed in accordance with PROW Construction Regulations.
 - Turf grass must be replaced with sod unless otherwise approved by City staff. Pavement patching must be made in 3 foot by 3 foot minimum section and if two patches are located within five feet of each other they must be combined into one larger patch. If three or more patches are required to cross a roadway at a perpendicular angle, a minimum of four-foot-wide continuous strip across the roadway must be resurfaced. Licensee must provide notice to property owner that watering and maintenance of installed sod is property-owners responsibility.
 - All removed or damaged landscaping must be replaced in-kind. All landscape plantings must be approved by City staff.
 - Removed or damaged irrigation or sprinkler systems must be replaced by a contractor licensed to conduct irrigation installation and repair.
- Geographical Information System Data: Upon submittal of a data sharing agreement by Licensee and the execution of the agreement by the City, the City will provide shape files of the City's utility data in the PROG to the Licensee. Following the Licensee's installation of fiber in the PROG, the Licensee will provide the City with as-built shape files of the installed fiber location.

EXHIBIT C

FIBER FACILITY GENERAL SPECIFICATIONS

Ezee Fiber's typical construction methodology:

- Cabinets are typically dimensioned as 62"x59"x34". Each cabinet requires 240VAC single-phase Class 100 utility power.
- A typical cabinet serves about 7000 homes.
- Core routes connect our cabinets and are typically constructed all underground with 2x2" HDPE duct with one 288ct SMF28 fiber cable. The branches going deeper into the residential streets feeding homes can be 144 or 96 ct cables.
- All core routes will have cable vaults that are typically dimensioned as 24"x36"x36" or smaller for splice closures and cable slack. These are typically placed where multiple cables meet and disperse or break up long runs.
- Routes along residential streets for distribution are typically a 1.25" HDPE duct and or a .75" HDPE duct and one micro 48ct fiber cable that branches out to single fiber cables to connect each house.
- Drop cables are typically accessible by 10" round boxes buried at every other property line, servicing two locations.

EXHIBIT D

PUBLIC FACILITIES

City of Highland Park Facilities

- City Hall
- Public Services Building
- Fire Stations #32, #33, and #34
- Fire Arms Training Center
- Metra Train Stations: Central, Ravinia and Braeside
- City Lift Stations
- Highland Park Library
- Water Plant
- Police Department

Other Governmental Facilities

- Governmental Facilities for North Shore School District 112, Park District of Highland Park, Moraine Township, Township High School District 113.

Staff Report



Meeting Date: April 27, 2026
Staff Contact: Maddy Markle, Planner I
Department: Community Development Department

Title: An Ordinance Designating the Property at 273 Sheridan Road a Local Landmark

Recommendation:

Staff recommend consideration of the Historic Preservation Commission's recommendation, and designating the property at 273 Sheridan Road a local landmark.

Policy Consideration:

Commission Consideration:

The Historic Preservation Commission considered the landmark nomination for 273 Sheridan Road at its [March 12, 2026](#) and [April 15, 2026](#) meetings. The owners spoke about their love for this historic property, and their intent to ensure its preservation through Local Historic Landmark designation.

The Commission adopted a resolution making a preliminary landmark recommendation at its March 12, 2026 meeting. At its April 15, 2026 meeting, the Commission considered Findings of Fact and a Planning Report that detailed how the property meets six Landmark Criteria.¹ The Commission approved the Planning Report, followed by the Findings, by a unanimous vote of (7-0). Importantly, the Commission recommends that the landmark designation pertain to the property, not merely the structure.

The required Planning Report, Commission Resolution, and information about the landmark designation process are provided in the attached reports the Commission considered. Research and additional information about the property at 273 Sheridan Road is available in the staff reports and other documentation provided to the Historic Preservation Commission for its consideration. Please see **Attachments 1-4** for Landmark Nomination, Staff Reports for each meeting, and the required Planning Report. **Attachments 5 and 6** are the Commission's Findings of Fact and adopted Resolution respectively. Lastly, **Attachments 7 & 8** provide the Commission's minutes from the relevant meetings.

Background:

The owners of 273 Sheridan Road, Kimberly and Barry Schliesmann, voluntarily nominated their property for a local landmark designation on February 11, 2026.² The applicants have nominated their property because it was the residence of famous landscape architect Marshall Liston Johnson and possess architecturally and historically significant design elements.

Johnson is known for works such as Rosewood Park, Chicago Columbus Park, Gardener's Memorial at Laurel Park (abutting City Hall), and the Ford Pavilion at the 1933 Chicago World's Fair. The structure and site setting at 273 Sheridan Road both share an association with Johnson. The property was his personal residence for many decades. Additionally, the property's Prairie Style landscape was designed by Johnson. Original design elements such as its stone outcroppings, stone pathways and lamppost are intact.

The single-family residence on the property was designed by local architect William B. Betts. Betts designed at least 18 other homes in Highland Park. He is most well-known for his Tudor and French Eclectic Style residential projects, as well as multiple Historical Revival Style theaters in the Chicagoland Area.³

The residence at 273 Sheridan Road is a 1936 French Eclectic Style structure.⁴ Examples of architectural significance include its recessed entry and window, intricate brickwork, five-point arch garage door, hipped dormers, prominent chimney, and horizontal board in the side gables. The residence and landscape have not been significantly altered. The only alteration of note is a filled-in covered porch on the back of the property. This alteration is not visible from the public right-of-way. The Commission does not find that this alteration detracts from the property's historic significance or its integrity. The property's original design and aesthetic have been preserved since its construction.

Historic Program Note.

This designation will be Highland Park's 79th Historic Landmark designation, and bring the City's total number of Regulated Structures,⁵ including landmarks, to 135.

¹ Criteria 1, 3, 4, 5, 6 and 7. See Section 2 of the attached Ordinance for details.

² The applicant submitted a partially complete Landmark Nomination form on Feb. 10, 2026. The application was completed on Feb. 11, 2026.

³ More information about William Betts can be found in the Commission's [April 15, 2026 Agenda Packet](#).

⁴ The French Eclectic Style was most common in Highland Park between 1920 and 1940 following the return of soldiers from France after WWI. The style, which is related to other historical styles such as Tudor Revival, sought to mimic the designs of Medieval and Renaissance France. French Eclectic homes can either be formalized or resemble irregular farmhouses. More information about the French Eclectic Style can be found in the Commission's [March 12, 2026 Agenda Packet](#).

⁵ Regulated Structure: Any property, structure, area, object, or landscape of significance that is subject to the provisions of this Chapter or the provisions of Section 170.040 of the building code because it (a) is a landmark, (b) is located within a historic district, (c) has been recommended by the commission for preliminary landmark designation pursuant to [Section 24.025\(A\)](#) of this Chapter, or (d) is located within an area that has been recommended by the commission for historic district designation pursuant to [Section 24.026\(A\)](#) of this Chapter.

Core Priorities:

Vibrancy — The preservation of historically significant properties contributes to the City's vibrancy.

Attachments:

1. Attachment 1 - Landmark Nomination
2. Attachment 2 - March 12, 2026 HPC Staff Report
3. Attachment 3 - April 15, 2026 HPC Staff Report
4. Attachment 4 - Planning Report
5. Attachment 5 - Findings of Fact
6. Attachment 6 - HPC Resolution No. 2026-004
7. Attachment 7 - HPC Minutes 3-12-26
8. Attachment 8 - DRAFT HPC Minutes 4-15-26
9. Attachment 9 - Draft Ordinance Designating 273 Sheridan Road a Local Landmark

Historic Preservation Review Application



SUBJECT PROPERTY INFORMATION

Property Address: 273 Sheridan Rd.	Individual Landmark Status or District:
Type of Review Requested (check all that apply):	
☐ Certificate of Appropriateness	☒ Landmark Nomination
☐ Certificate of Economic Hardship (see staff for additional requirements)	☐ Other
Type of Work Proposed (check all that apply):	
☐ Addition	☐ Relocation
☐ Alteration	☐ Demolition
☒ Restoration/Rehabilitation	
Brief Project Description: New kitchen and baths, paint, new wood floors, enlarging entry from garage/mudroom area; cosmetics; taking care of asbestos, radon appropriately; insulating crawl space, re-tining chimney.	

FOR INTERNAL USE ONLY

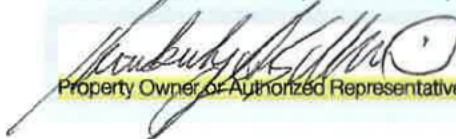
Case #: HIST-2026-00027
Date Received: 2/10/26
Hearing Date: 3.12.26
Assigned to: Planner Markle

PETITIONER & OWNER INFORMATION

Petitioner		
Petitioner's Name: Barry & Kimberly Schliesmann		
Address (City, State, ZIP): 273 Sheridan Rd., Highland Park, IL 60035		
Owner		
Property Owner's Name and Owner's Authorized Representative Name (if the Petitioner is not the legal owner of the property):		Phone:
Address (City, State, ZIP):		Email:
Attorney		
Contact Name:	Business Name:	Phone:
Address (City, State, ZIP):		Email:
Architect/Builder		
Contact Name: Robert Shrager	Business Name: Shrager Design & Build, LLC	
Address (City, State, ZIP): 1171 Beech Ln., Highland Park, IL 60035		

PROPERTY OWNER SIGNATURE

I hereby depose and say that I have read the requirements and procedures outlined in Chapter 24 of the 1997 Highland Park Historic Preservation Ordinance, as Amended, and all of the above statements and statements contained in my application packet are true.

	2/9/2026		
Property Owner or Authorized Representative Signature	Date	Petitioner Signature (If Other Than Property Owner)	Date

Project Narrative

February 9, 2026

Submitted by Barry & Kimberly Schliesmann, Homeowners
To the Highland Park Historic Preservation Commission

Our home at 273 Sheridan Rd is beautiful as well as an important part of the history of the Braeside neighborhood of Highland Park. We very much want to preserve this home, updating the safety and usability issues such as asbestos, radon, minor foundation cracks, and 1980s kitchen and bath renovations. We intend to leaning into the 1930s details of the home, re-renovating kitchen and baths and cosmetics (paint, hardwood flooring over asbestos tile for example) in a more appropriate 1930s style while preserving the exterior and interior blue stone and parquet flooring, wood trim, doors, steel casement windows, and all the architectural details that make it so special.

273 Sheridan road is a distinguished example of 1930s architecture, designed for his own family by prominent landscape architect Marshall Liston Johnson, protégé and son-in-law of famous landscape architect Jens Jensen. This home was where Marshall and Edith Jensen Johnson, Jens Jensen's daughter, raised three boys until the estate sold the home some time in the 1980s to Annette Kaplan, also a prominent arts supporter and loved neighbor in Highland Park.

The home reflects craftsmanship, material richness and compositional balance of Highland Park's historic homes. Marshall Johnson conceived of architecture, landscaping and setting as a unified composition and added many details to the home that reflect this belief and are also deeply unique. The recessed entry is articulated with a surround of curved walls and pronounced brick detailing with stone accents, particularly the thickly layered rough-faced stone sills and stone lintels. Highland Park's architectural and historical survey (included) notes, "Decorative brickwork including dentils under the eaves; decorative, diamond patterned brickwork in front projecting gables... stone lintels flush with façade; hipped dormers with brackets; pointed arch garage door openings; recessed window over garage with curved walls; wide side brick chimney." The visually appealing proportion of these details contributes to the beauty of the surrounding homes and neighborhood.

The high level of craftsmanship contribute to the homes feeling of solidity and permanence. The roof form caps off the 1930s stone cottage feel with steeply pitched gables and dormers with steel casement windows providing beautiful visual interest. The central large-proportioned, multi-paned living room window presents as an elegant focal point from the exterior and interior, matching the balanced, multipaned windows of the rest of the home.

The interior boasts a large fireplace with unique surround typical of the prairie school of design motifs of the period but with a nod to the Danish roots of the family. The interior living room windows have curved wall surrounds that mirror that of the exterior. The original blue stoe foyer and porch flooring, wooden interior doors, front staircase banister and ceiling beams add to the unique character of the 1930s home. We intend to preserve all of these distinguishing historic features, updating in the original character of the home through research and the choice of a Highland Park contractor, experienced in this style of renovation with care. Our sensitivity to

both the interior, exterior and landscaping of the time and unique to Marshall Johnson is what drew us to purchase the home. We want to preserve this gem. We also intend to discover what we can about the original landscaping and re-create as is possible. We look forward to any help our new Highland Park Library local history research desk is able to give!

In closing, we are grateful and proud to be a part of Highland Park and wish to be a contributing, caring neighbor both in our restoration of our new home and in many other ways in the future. Thank you for considering our submission.

Kimberly and Barry Schliesmann

Kimberly and Barry Schliesmann

Authorization to Enter and Traverse Land

AUTHORIZATION TO ENTER AND TRAVERSE LAND FOR RESEARCH BY HISTORIC PRESERVATION COMMISSION

This Authorization is dated as of the 10th day of February, 2026 (the "Authorization") by and between Kimberly Schliesmann ("Owner") as owner of the property located at 273 Sheridan Rd., Highland Park, Illinois ("Subject Property"), and the CITY OF HIGHLAND PARK, an Illinois municipal corporation (the "City").

SECTION ONE. GRANT OF AUTHORIZATION.

A. The Owner grants and conveys to the City, its employees, the City Council, and the members of the Historic Preservation Commission (collectively, "City Representatives") authorization and a right to enter on, over, across, and upon the Subject Property, for the purpose of researching the requested relief for the Subject Property that is the subject of an application to the City for one or more of the following types of historic preservation relief: (i) review of a Significant Demolition Application pursuant to Section 170.040 of the City Code; or (ii) review of an application for a Certificate of Appropriateness pursuant to Section 24.030 of the City Code (collectively, "Historic Preservation Relief"), and for other purposes incidental thereto ("Historic Preservation Relief Research"). The Owner also grants the City Representatives authorization and a right to enter on, over, across, and upon any property owned or controlled by the Owner that is located adjacent to the Subject Property, if any, for the purpose of providing access to the Subject Property for the Historic Preservation Relief Research.

B. The Owner represents that it has the authority and power to grant this Authorization.

C. The Owner shall not take, or cause or permit any other party to take, any action that will impair, prevent, or prohibit the City Representatives' use of the Subject Property for the purposes stated in this Authorization.

SECTION TWO. DUTY TO WARN.

The Owner shall notify the City Representatives of the presence of any items located on the Subject Property that require protection or may cause injury to the City Representatives.

SECTION THREE. INSURANCE AND INDEMNIFICATION.

The City agrees to indemnify and hold harmless the Owner from all claims, losses, or damages of any kind, including legal and other expenses incidental to the investigation, defense, and settlement of such claims or losses to the extent such claims or losses result on the Subject Property from either the grossly negligent or willful acts or omissions of the City Representatives in performing the Historic Preservation Relief Research.

SECTION FOUR. EFFECTIVE DATE.

This Authorization shall be effective for the period beginning on the date first written above and ending on the Expiration Date, as set forth in Section Five of this Authorization.

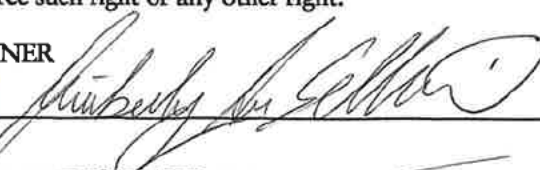
SECTION FIVE. EXPIRATION DATE.

This Authorization shall expire immediately upon the final action of the City in its consideration of the application for Historic Preservation Relief; provided, however, that if the Historic Preservation Commission imposes a review period on the Subject Property pursuant to Sections 170.040(E)(2) or (3) of the City Code, "final action of the City" shall be deemed to occur on the date on which the applicable Review Period terminates.

SECTION SIX. NO OBLIGATION OF CITY.

The City Representatives shall be under no obligation to exercise any of the rights granted to any of them in this Agreement. The failure of the City Representatives, or any one of them, to exercise at any time any such right shall not be deemed or construed to be a breach of this Authorization, nor shall such failure void or affect the City Representatives' right, or that of any one of them, to enforce such right or any other right.

OWNER

By: 

CITY OF HIGHLAND PARK

By: 

Director of Community Development or Designee

HORIZON SURVEY, LLC

P.O. BOX 438607

Chicago, IL 60643

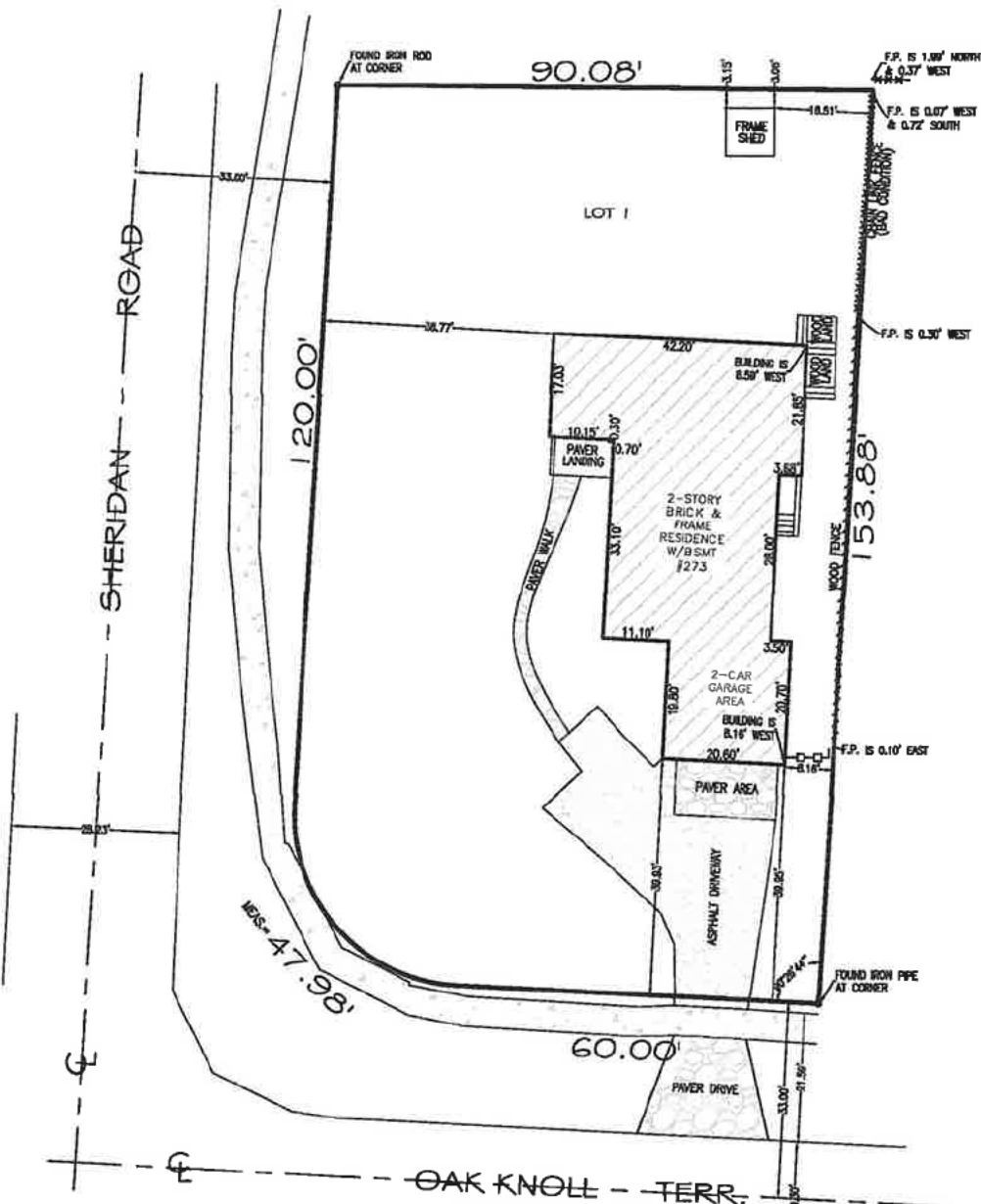
Office: 312-224-0477

horizonsurveychicago@gmail.com

PLAT OF SURVEY

PLAT OF SURVEYS
ATLA/NSPS
LAND DEVELOPMENT

LOT 1 IN HILL AND STONE'S RAVINE VIEW SUBDIVISION IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31,
TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED JANUARY
24, 1923 AS DOCUMENT 220135 IN BOOK "L" OF PLATS, PAGE 50, IN LAKE COUNTY, ILLINOIS.



SURVEYOR'S NOTE:

HEAVY SNOW WAS PRESENT AT THE TIME OF SURVEY

COMPARE ALL POINTS BEFORE BUILDING, NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. CRITICAL FIELD MONUMENTATION SHOULD BE ESTABLISHED PRIOR TO THE COMMENCEMENT OF ANY AND ALL CONSTRUCTION. PLEASE REFER TO DEED, TITLE POLICY AND/OR LOCAL ORDINANCES FOR BUILDING LINE RESTRICTIONS AND/OR EASEMENTS NOT SHOWN HEREON. PLEASE CHECK LEGAL DESCRIPTION WITH DEED AND IMMEDIATELY REPORT ANY DISCREPANCY TO THE SURVEYOR FOR EXPLANATION AND/OR CORRECTION. ALL DIMENSIONS AND MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, AND ARE CORRECTED TO A TEMPERATURE OF 62 DEGREES FAHRENHEIT.

JOB # 273SHERIDANROAD

DATE OF COMPLETION IN THE FIELD: JANUARY 13, 2026

PREPARED FOR: ANTONOPOULOS LAW GROUP

P.I.N. # 17-31-302-066-0000 LAKE COUNTY, ILLINOIS

COMMONLY KNOWN AS: 273 SHERIDAN ROAD., HIGHLAND PARK, ILLINOIS

STATE OF ILLINOIS }
COUNTY OF COOK } S.S.

1"=20'
SCALE

THIS IS TO CERTIFY THAT HORIZON SURVEY, LLC., BY ITS MANAGING AGENT GEORGE E. STOURTON, P.L.S., PROFESSIONAL LAND SURVEYOR #2058, WHOSE LICENSURE EXPIRES NOVEMBER 30, 2026, HEREBY CERTIFIES THAT THE PROPERTY DESCRIBED ON THIS PLAT HAS BEEN SURVEYED AND THAT THE RESULTS OF THE SURVEY ARE SHOWN ON THIS PLAT. DIMENSIONS ARE IN U.S. STANDARD FEET AND DECIMALS THEREOF. SEXAGESIMAL BEARINGS BASED AS ASSUMED NORTH. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



DATED THIS 13TH DAY OF JANUARY, 2026

GEORGE E. STOURTON PLS No. 2058
LICENSE EXPIRATION DATE: NOVEMBER 30, 2026

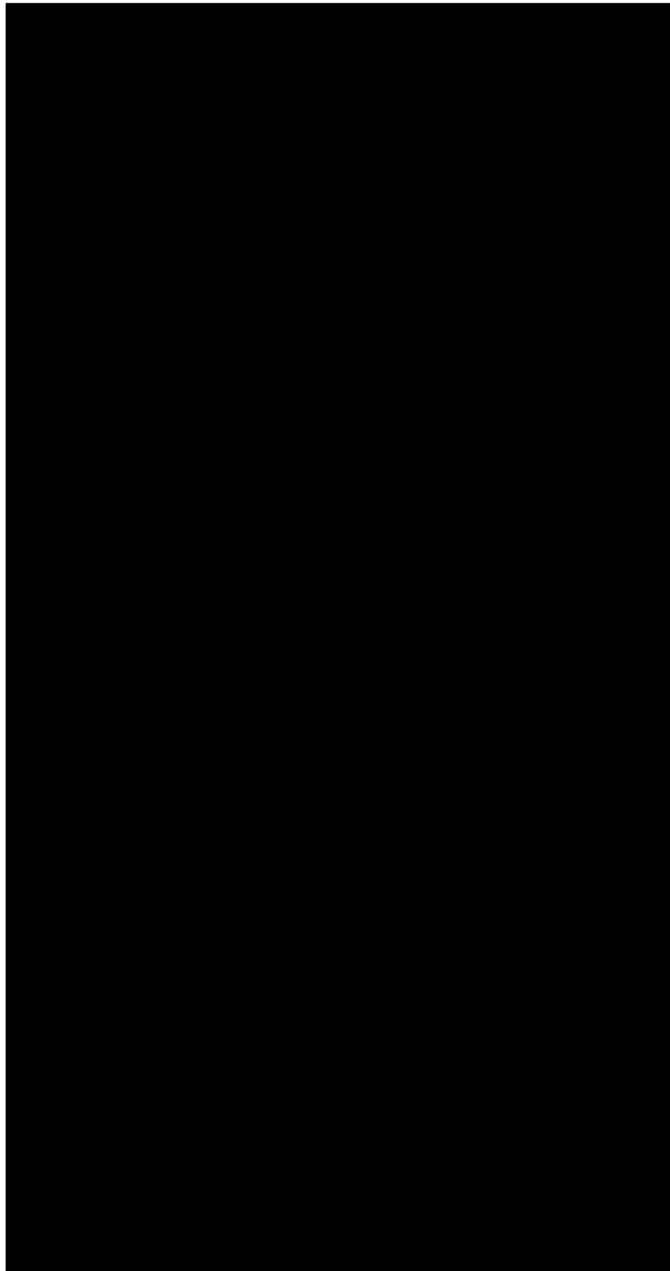
EXISTING
FLOOR PLANS

—



FIRST FLOOR

EXISTING
FLOOR PLANS
—



Second Floor



1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

PHONE: 847-498-0900
WWW.TOWNSTUDIOS.COM

TOWN STUDIOS, INC.

INTERIOR REMODEL
273 SHERIDAN ROAD
HIGHLAND PARK, ILLINOIS 60035

DATE:

1-28-20

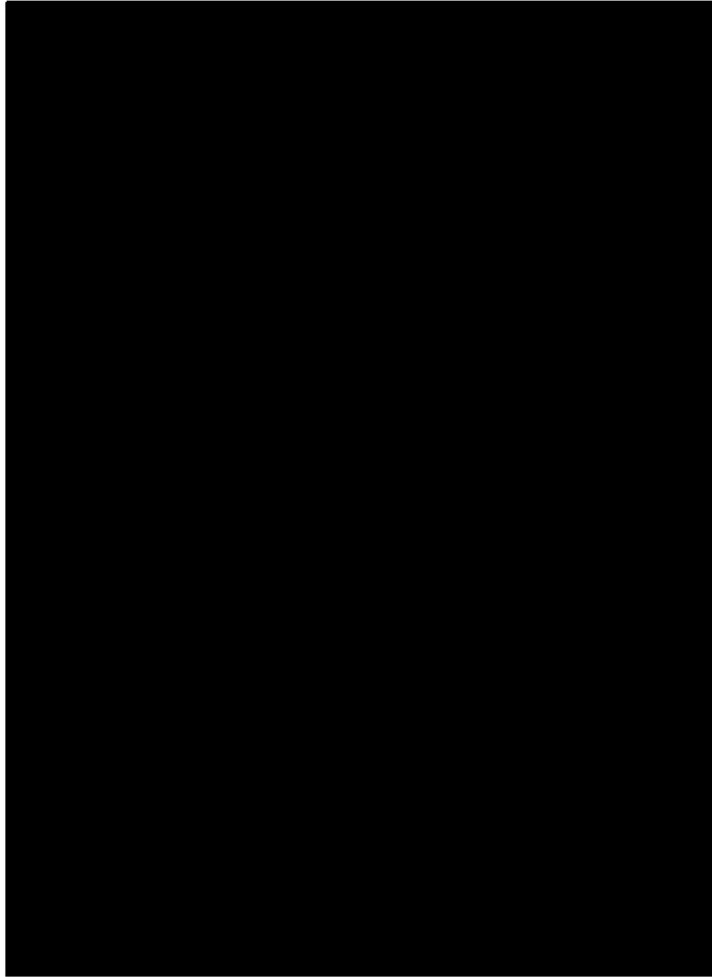
1-28-20

1-28-20

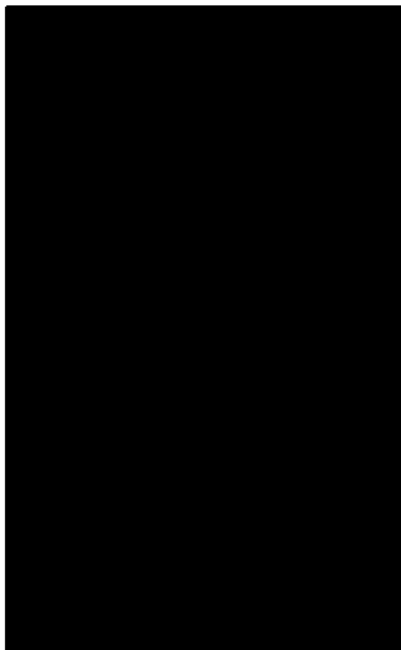
SHEET NO.

A-2

OF 7 SHEETS



02 PROPOSED FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"



01 FIRST FLOOR DEMOLITION PLAN
SCALE: 1/8"=1'-0"

DEMOLITION PLAN LEGEND	
	EXISTING STRUCTURE
	DEMOLITION STRUCTURE
	EXISTING FOUNDATION
	DEMOLITION FOUNDATION
	EXISTING WALL
	DEMOLITION WALL
	EXISTING FLOOR
	DEMOLITION FLOOR
	EXISTING ROOF
	DEMOLITION ROOF
	EXISTING WINDOW
	DEMOLITION WINDOW
	EXISTING DOOR
	DEMOLITION DOOR
	EXISTING STAIR
	DEMOLITION STAIR
	EXISTING RAMP
	DEMOLITION RAMP
	EXISTING PORCH
	DEMOLITION PORCH
	EXISTING DECK
	DEMOLITION DECK
	EXISTING FENCE
	DEMOLITION FENCE
	EXISTING DRIVEWAY
	DEMOLITION DRIVEWAY
	EXISTING PARKING
	DEMOLITION PARKING
	EXISTING LANDSCAPE
	DEMOLITION LANDSCAPE

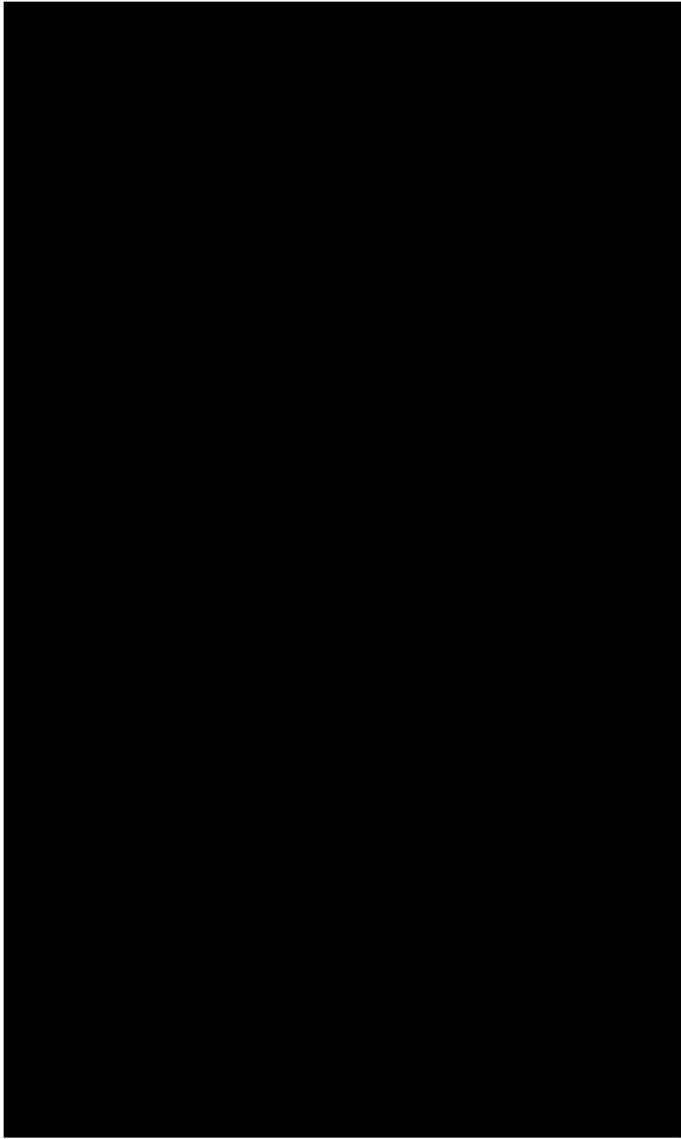


TOWN STUDIOS, INC.

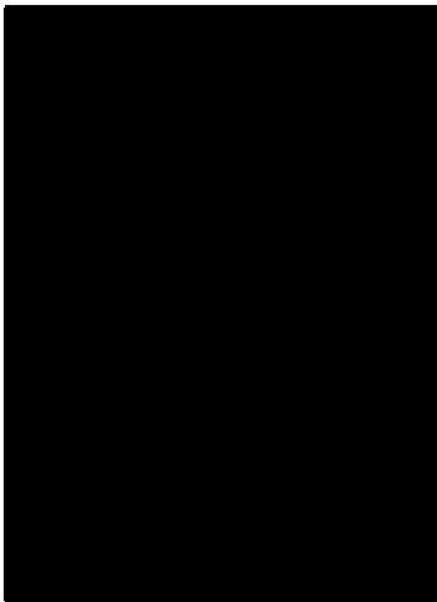
1297 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062
PHONE: 847-458-0900
WWW.TOWNSTUDIOS.COM

INTERIOR REMODEL
273 SHERIDAN ROAD
HIGHLAND PARK, ILLINOIS 60035

DATE: 11-22-20
SHEET NO. **A-3**
OF 7 SHEETS



02 PROPOSED SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"



01 SECOND FLOOR DEMOLITION PLAN
SCALE: 1/8"=1'-0"

DEMOLITION PLAN LEGEND	
	EXISTING STRUCTURE
	DEMOLITION STRUCTURE
DEMOLITION NOTES	
1. ALL EXISTING STRUCTURE TO BE DEMOLISHED UNLESS OTHERWISE NOTED.	
2. ALL DEMOLITION TO BE ACCORDING TO THE CITY OF CHICAGO DEMOLITION ORDINANCE.	
3. ALL DEMOLITION TO BE ACCORDING TO THE ILLINOIS EROSION CONTROL ACT.	
4. ALL DEMOLITION TO BE ACCORDING TO THE ILLINOIS ENVIRONMENTAL PROTECTION ACT.	

Date: March 12, 2026

To: Historic Preservation Commission

From: Maddy Markle, Planner I

Subject: Preliminary Landmark Designation – 273 Sheridan Rd

Location	273 Sheridan Road
Historical Name	Marshall L. Johnson House
Historical Status	“Significant” 2003 Braeside Survey
Structure	Style: French Eclectic Architect: Unknown Landscape Architect: Marshall Johnson Builder: Unknown Built: c. 1935
Petitioners	Kimberly and Barry Schliesmann 273 Sheridan Road, Highland Park

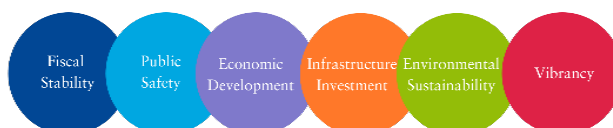


Figure 1. Exterior Façade, 2025. Courtesy Connie Dornan.

Summary of the Nomination

Kimberly and Barry Schliesmann have nominated their property at 273 Sheridan Rd for a Local Landmark Designation (*see Attachment A*). They believe their property is worthy of such a designation because of its unique architectural details and associations with landscape architect Marshall Liston Johnson.

The property is rated “Significant” in the 2003 Braeside Architectural Survey (*see Attachment B*). This is the highest rating a structure can receive, and indicates that it should be considered for a Local Landmark Designation. The property is also featured in 1973 Illinois Historic Structures (IHS)





Survey, and was given an “Outstanding” rating (see **Attachment C**). For HPC review purposes, Staff does not regularly refer to the 1973 IHS Survey or other State surveys. However, Staff referenced the IHS Survey to emphasize the historic nature of this home and add further credibility to its landmark nomination analysis.

Marshall Liston Johnson

Marshall Liston Johnson was a landscape architect who resided and worked in Highland Park. He is most well-known as Jen Jensen’s son-in-law, office manager, and successor.

Johnson was born in Saint Paul, Minnesota in 1892. He graduated from Cornell University in 1915. In 1917, he was drafted in WWI and was stationed in France. He was awarded the Croix de Guerre, a prestigious French Military award, for capturing German soldiers. He began working for Jensen in 1919 upon his return from France.

In 1935, Johnson would take over Jensen’s practice and continue his work following Jensen’s move from Highland Park to Ellison Bay, Wisconsin. He worked on projects such as Highland Park’s Rosewood Park and Gardner’s Memorial, as well as Chicago’s Columbus Park. He had longstanding relationship with the Ford Company and designed the Ford Greenfield Village and Dearborn Inn landscapes. In 1933, Johnson designed the Ford Pavilion landscape for the 1933 Chicago World’s Fair.¹



Figure 2. Marshall Johnson

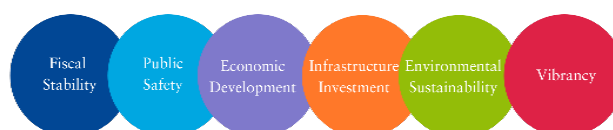
In his free time, Johnson was one of the City’s most enthusiastic tree advocates. Johnson served as member of the Highland Park Men’s Garden Club and the Highland Park Park’s District. Deeds show that Johnson was the Parks District President in 1957 (see **Attachment D**). A 1940 newspaper chronicles Johnson’s effort, as a member of the Men’s Garden Club, to plant 1500 trees for Arbor Day (see **Attachment E**). As part of his 1945 run for Park’s District Board, Johnson took out a large newspaper ad asking for the end of “ruthless tree slaughter” (see **Attachment F**).

Johnson is recorded as residing at 273 Sheridan Rd (formerly 2141 Oak Knoll Terrace) as early as 1940 in census records (see **Attachment G**). The landscape design and architecture of 273 Sheridan Rd. suggests that Johnson was the original owner of the property and was personally involved in both the landscape design and architecture. Johnson resided at the property up until 1966, a year before his death.

Architectural Style

The residential structure at 273 Sheridan Rd is a two-story single-family dwelling with an asymmetrical façade and multi-gable roof. There are three hipped dormers within the front-façade’s side gable. The main structure is clad in a light-colored masonry veneer. A front-gabled projection

¹ *Marshall Liston Johnson* | TCLF. (n.d.). <https://www.tclf.org/pioneer/marshall-liston-johnson>





located on the northern side of the exterior façade features an expanse of metal-framed windows as well as diamond brickwork in the front gable.

The main massing has a recessed entry with curved walls. To the right of the entry there are three metal casement windows with stone tabbing over the window heads. The windows have rough-edged stone sills.

The south façade features an integrated two-car garage bordered by five-point arches. Over the garage there is a recessed window. The recessed window features a curved masonry detail that matches the front entryway. The gable itself is clad in a rough horizontal board with a zig-zag trim. Existing photos of the structure have been compiled into **Attachment H**.

French Eclectic

The 2003 Braeside Survey labels the structure at 273 Sheridan Rd as Tudor Style, but Staff believes that French Eclectic is the more appropriate categorization.

The French Eclectic Style was most common in Highland Park between 1920 and 1940 following the return of soldiers from France after WWI. The style, which is related to other historical styles such as Colonial Revival and Tudor Revival, sought to mimic the designs of Medieval and Renaissance France. French Eclectic homes can either be formalized or resemble irregular farmhouses.²

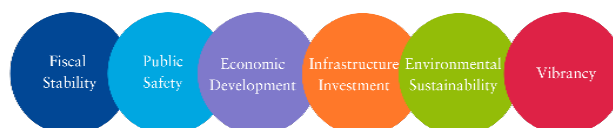


Figure 3. Apremont, France, 1909

The style is characterized by a hipped or steeply pitched gable roof, light colors, casement windows, hipped dormers, and prominent side chimneys. The residence at 273 Sheridan Rd exhibits these characteristics.

273 Sheridan Road's prominent gables, light masonry, casement windows, hipped dormers, and large chimney resemble the vernacular dwellings in Apremont, France, where Johnson was stationed during WWI (see **Attachment I**). The homes in Apremont are modest rectangular dwellings with light masonry and high pitched gable roofs and hipped gable dormers, depicted in **Figure 3**. Staff determined that it's likely Johnson's experience in France informed the design of 273 Sheridan Road.

² McAlester, V., & McAlester, A. L. (1984). A Field Guide to American Houses.





Landscape Style

The landscape at 273 Sheridan Road was designed by Johnson and embodies the Prairie Landscape Style. The design is not overly formalized. Instead, it mirrors the natural beauty of the prairie through its use of low-lying stonework, open spaces and native plants.

The landscape at 273 Sheridan Road is defined by its open character, framing of space, and use of horizontal stone layers. The property retains its original stone outcroppings, paths and vegetative framing of space. Additionally, the property retains its original lamppost located to the west side of the driveway.

The same stone that's used in the landscape outcroppings is also used as stone sills on the residential structure. This implies that Johnson had some level of design control over the home as well as the landscaping.

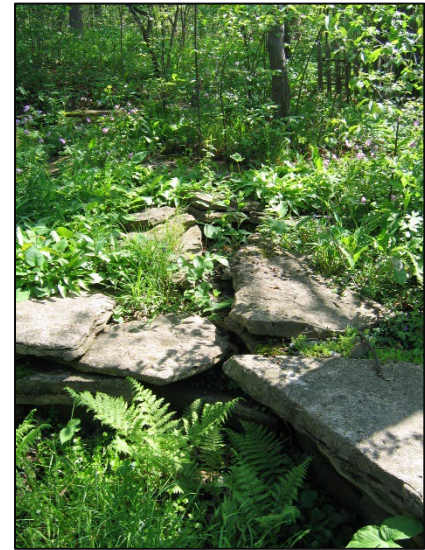


Figure 4. 273 Sheridan Rd Stone Outcroppings, 2007

Materials

Historic Materials

- Brick veneer
- Wood siding in gables
- Brick chimney
- Stone tabbing
- Metal casement windows
- Stone sills
- Stone outcroppings
- Stone pavers
- Metal lamppost

Replacement Materials

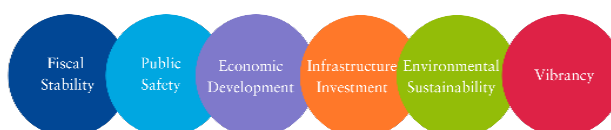
- Modern roofing material
- Modern driveway material
- Modern fence
- Filled in covered porch on rear elevation



Figure 5. 273 Sheridan Rd Lamppost, 2026

Alterations

It appears that a covered porch on the rear elevation was filled in with glass windows. The City has no record of when this alteration occurred. The alteration is not visible from the public-right-of-way. Overall, the property largely retains its original historic characteristics.





Ownership

Chain of Title

- C. 1935-1966 Marshall L. Johnson and Edith Johnson
- C. 1966-2026 David M. Michaelson and Annette K. Michaelson
- 2026- Present Kimberly and Barry Schliesmann

Complete chain of title documentation is compiled in **Attachment J**.

Landmark Criteria

The home at 273 Sheridan Road may meet the following Landmark Criteria: **1, 3, 4, 5, and 6**

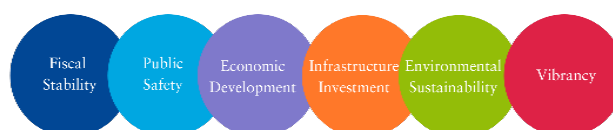
Sec. 24.015 Criteria for Landmark Designation.

The following is a list of the criteria to be considered in the designation of a Property, Structure, Area, Object, or Landscape of Significance as a Landmark:

- (1) It demonstrates character, interest, or value as part of the development, heritage, or cultural characteristics of the City, county, state, or country.**
- (2) It is the site of a significant local, county, state, or national event.
- (3) It is associated with a person or persons who significantly contributed to the development of the City, County, State, or Country.**
- (4) It embodies distinguishing characteristics of an architectural and/or landscape style valuable for the study of a specific time period, type, method of construction, or use of indigenous materials.**
- (5) It is identifiable as the work of a notable builder, designer, architect, artist, or landscape architect whose individual work has influenced the development of the City, County, State, or Country.**
- (6) It embodies, overall, elements of design, details, materials, and/or craftsmanship that renders it architecturally, visually, aesthetically, and/or culturally significant and/or innovative.**
- (7) It has a unique location or it possesses or exhibits singular physical and/or aesthetic characteristics that make it an established or familiar visual feature.**
- (8) It is a particularly fine or unique example of a utilitarian structure or group of such structures, including, but not limited to farmhouses, gas stations or other commercial structures, with a high level of integrity and/or architectural, cultural, historical, and/or community significance.
- (9) It possesses or exhibits significant historical and/or archaeological qualities.

Landmark Nomination Process Outline

The landmark process is initiated when a nomination form is submitted to the Historic Preservation Commission. At this point, the property owner has already been sent a letter stating the time, place,





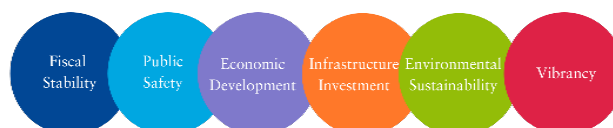
and intent of this meeting where the nomination will be considered. The owner has provided consent to the landmark designation, so the next steps are as follows:

- (1) The Commission should consider and discuss the landmark nomination. If the HPC finds that the property (a) meets two or more Landmark Criteria set forth in Section 24.015 of the City Code, and (b) has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation, then the Commission should direct Staff to draft a Resolution making a preliminary Landmark Designation recommendation.
- (2) The Commission should consider the resolution making the preliminary recommendation. Should the HPC adopt the resolution making a preliminary Landmark Designation recommendation, the house becomes a “Regulated Structure” with the associated protections against demolition and alterations.
- (3) Staff will draft a Planning Report evaluating the relationship of the proposed designation to the City’s Comprehensive Plan and the effect of the proposed designation on the surrounding neighborhood. The Planning Report will be presented to the Commission following the adoption of the Resolution making the preliminary recommendation.
- (4) At a subsequent meeting, the Commission shall review the Planning Report, Findings of Fact, and make a determination to recommend a landmark designation to City Council.
- (5) The City Council will consider the findings, recommendations, and official record of the Historical Preservation Commission and may, by an Ordinance duly adopted, designate the subject property as a Local Landmark.

Recommended Action

The Historic Preservation Commission is asked to discuss and consider the preliminary landmark designation for 273 Sheridan Rd. If the nomination is to be given a positive recommendation for approval, the Commission must find that the structure meets two or more of the criteria set forth in Section 24.015 and have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or rehabilitation.

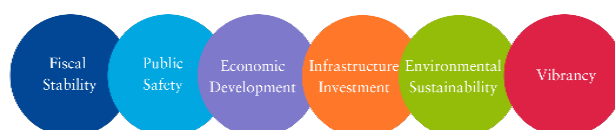
If the nomination is given a positive recommendation, the Commission is asked to consider A Resolution Making a Preliminary Landmark Designation Recommendation for 273 Sheridan Rd. Should the Commission adopt the resolution making a preliminary Landmark Designation recommendation, the house becomes a “Regulated Structure” with the associated protections against demolition and alteration.





Attachments:

- A. Local Landmark Nomination
- B. 2003 Braeside Architectural Survey Form
- C. 1973 IHS Survey Form
- D. 1957 Deed - Parks District Documentation
- E. 1940 Newspaper
- F. 1945 Newspaper
- G. 1940 Census
- H. Current Conditions
- I. Apresmont Architecture
- J. Chain of Title
- K. Johnson Military Service Documentation



Date: 4.15.26

To: Historic Preservation Commission

From: Maddy Markle, Planner I

Subject: Landmark Nomination – 273 Sheridan Road

Location	273 Sheridan Road
Historical Name	Marshall L. Johnson House
Historical Status	“Significant” 2003 Braeside Survey
Structure	Style: French Eclectic Architect: William Betts Landscape Architect: Marshall Johnson Builder: Hansen and Werhane Built: 1936
Petitioners	Kimberly and Barry Schliesmann 273 Sheridan Road, Highland Park

Summary of the Nomination

Kimberly and Barry Schliesmann have nominated their property at 273 Sheridan Road for a Local Landmark Designation (see **Attachment A**). They believe their property is worthy of such a designation because of its unique architectural details and associations with landscape architect Marshall Liston Johnson.

The property is rated “Significant” in the 2003 Braeside Architectural Survey. This is the highest rating a structure can receive, and indicates that it should be considered for a Local Landmark Designation. The property is also featured in 1973 Illinois Historic Structures (“**IHS**”) Survey, and was given an “Outstanding” rating. For HPC review purposes, Staff does not regularly refer to the 1973 IHS Survey or other State surveys. However, Staff referenced the IHS Survey to emphasize the historic nature of this home and add further credibility to its landmark nomination analysis.

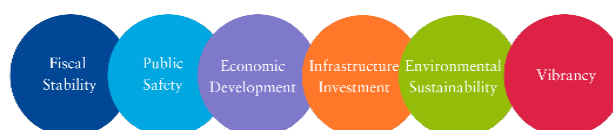
Previous Consideration

At the previous March 12, 2026 meeting the HPC considered a preliminary landmark designation recommendation for the property at 273 Sheridan Road (see **Attachment B**). The discussion included information about the original owner and landscape architect, architect, the French Eclectic Style and the Prairie Landscape Style. The Commission also considered the integrity of the current property.

The Commission made a motion to find:

- The property at 273 Sheridan Road satisfies Landmark Criteria 1, 3, 4, 5, 6 and 7.
- The property at 273 Sheridan Road has sufficient integrity of design.

Based on these findings the Commission moved to adopt a preliminary Landmark Designation Recommendation.





- Motion Carried 7-0:
 - In favor: Weeder, Greenbaum, Pines, Gonka, Hartinger, Portman, Ehrlich
 - Opposed: None
 - Absent: None

Information regarding the previous March 12, 2026 meeting can be found here:

<https://highlandparkil.portal.civicclerk.com/event/365/overview>

Finding of Fact

Staff drafted Findings of Fact (see **Attachment C**) detailing how the property at 273 Sheridan Road satisfies Landmark Criteria 1, 3, 4, 5, 6 and 7. The Commission is asked to review the Findings. If the Commission determines they are consistent with the discussion and vote on this matter from the March 12, 2026 meeting, then the Findings of Fact should be approved by a majority vote. The Findings, together with the Resolution Making a Preliminary Landmark Designation, will represent the HPC's recommendation to the City Council on this landmark nomination.

Planning Report

[Section 24.025](#) of the City Code establishes the process for approving a local historic landmark. Subsection (C) reads as follows:

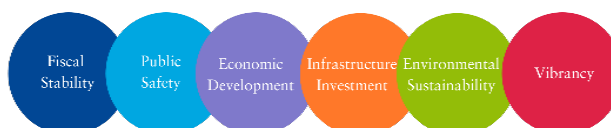
“Request for Planning Report: Upon adoption of a resolution making a preliminary landmark designation recommendation, the Commission shall request a report from the Director of Community Development that evaluates the relationship of the proposed designation to the City's comprehensive plan and the effect of the proposed designation on the surrounding neighborhood.

The report shall be submitted to the Commission within 60 days of the request and the Commission shall make such modifications, changes, and alterations to the report concerning the proposed landmark designation as it deems necessary in consideration of any recommendation of the City's Director of Community Development made in the report....”

Pursuant to the Code above, staff has drafted a planning report discussing the Comprehensive Plan and the Historic Preservation Plan. The designation of the property is entirely consistent with the intent of the Master Plan to “preserve neighborhood character.” The Planning Report is included as **Attachment D** to this report.

Public Testimony

The petitioner Kimberley Schliesmann was present at the March. 12, 2026 HPC meeting to answer any questions that the Commission had. Resident Lisa Temkin shared information about architect William Betts. Resident Mary Seyfarth reminded that Marshall Johnson designed the Rose Garden at Laurel Park. There was no further public testimony.





Additional Information

Architect William B. Betts

At the March 12, 2026 Regular Meeting, resident Lisa Temkin informed the Commission that the structure at 273 Sheridan Road was designed by architect William Betts. Historian Julia Johnas later followed up with staff and provided documentation verifying the claim.

A 1936 article in *The Economist* (**Attachment E**) shows that William Betts was the architect for the Marshall Johnson House. Betts was an English immigrant who came to the United States when he was 14. He worked and lived in Highland Park for decades. Betts designed at least 15 homes in Highland Park.¹ Most of Betts' homes are located in the Braeside survey area. Six of the homes, including 273 Sheridan Road, were assigned a "Significant" rating in architectural surveys.

Betts' own personal residence, 272 Sheridan Road, is located directly across the street from the Marshall Johnson House. Census records show that Marshall Johnson and William Betts were neighbors (**Attachment F**).

In addition to his homes in Highland Park, Betts is known for multiple historical revival style theatres in the Chicagoland area.²

Further Works of Marshall Johnson

Since the March 12, 2026 Regular HPC Meeting staff has identified microfilms that show additional Marshall Johnson plans for various landscapes in Highland Park.³

Such works include landscape work for the Highland Park Library, Highland Park Central Park, Lincoln School, Ravinia School, Hotel Moraine, 2220 Sheridan Road, Edwin Kleim Estate, Florsheim Estate, Kunstader Estate, Herman Wren Residence, Robert Koretz Residence, Highland Park Savings and Loan, grounds of the incinerator and sewage disposal plant of Highland Park, Highland Park Women's Club, former Highland Park Community Center at Green Bay Road, and a former medical building on Sheridan Road.⁴

Landmark Nomination Process Outline

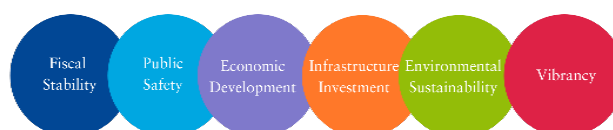
The landmark process is initiated when a nomination form is submitted to the Historic Preservation Commission. The owner has provided consent to the landmark designation and the first two steps of the process were completed at the last meeting:

¹ 273 Sheridan Road, 272 Sheridan Road, 432 Sheridan Road, 176 Sheridan Road, 404 Sheridan Road, 333 Lakeside Place, 353 Lakeside Place, 441 Lakeside Place, 90 Lakeside Place, 355 Brownville Road, 202 Elder Lane, 159 Pierce Road, 360 Lincolnwood, 232 Pierce Road and 601 Pleasant Avenue. Staff verified William Betts homes using architectural survey data, permit cards and permit applications.

² [Movie Theaters Designed by William B. Betts - Cinema Treasures](#)

³ Microfilms do not indicated to what extent (if any) the plans were implemented.

⁴ Address unknown.





(1) The Commission discussed the landmark nomination at the March 12, 2026 meeting and found that the property

(a) meets two or more Landmark Criteria set forth in Section 24.015 of the City Code, and

(b) has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation.

(2) The Commission adopted a resolution making the preliminary recommendation. As a result, the property became a “Regulated Structure” with the associated protections against demolition and alteration.

(3) Staff has drafted a Planning Report evaluating the relationship of the proposed designation to the City’s Master Plan and the effect of the proposed designation on the surrounding neighborhood. The Commission reviews the Planning Report following the adoption of the Resolution making the preliminary recommendation, which occurred at the previous meeting.

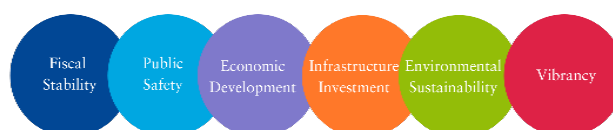
(4) At the meeting on April 15, 2026, the Commission shall review the Planning Report, Findings of Fact, and determine whether to recommend a landmark designation to City Council by approval of the Findings.

(5) The City Council will consider the findings, recommendations, and official record of the Historic Preservation Commission and may, by an Ordinance duly adopted, designate the subject property as a Local Landmark.

Recommended Action

The Historic Preservation Commission is asked to review the Planning Report and consider Staff’s drafted Findings of Fact. The Commission can approve the Findings or make amendments and add conditions as needed. The Findings will constitute the Commission’s recommendation to the City Council.

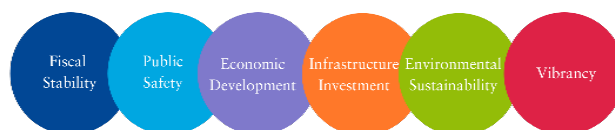
Staff recommends that the Commission consider new information about architect William Betts and landscape architect Marshall Johnson. The Commission may move to approve the Findings with the condition that new information about William Betts and Marshall Johnson be included.





Attachments:

- A. Landmark Nomination
- B. Resolution No. 2026-004
- C. Findings of Fact
- D. Planning Report
- E. 1936 The Economist
- F. 1940 Census Data



Date: 4.15.26

To: Historic Preservation Commission

From: Maddy Markle, Planner I

Subject: Planning Report – 273 Sheridan Road

Location	273 Sheridan Road
Historical Name	Marshall L. Johnson House
Historical Status	“Significant” 2003 Braeside Survey
Structure	Style: French Eclectic Architect: William B. Betts Builder: Hansen and Werhane Built: 1936
Petitioners	Kimberley and Barry Schliesmann 273 Sheridan Road, Highland Park

Administrative History

Kimberly and Barry Schliesmann have nominated their property at 273 Sheridan Road for a Local Landmark Designation. They believe their property is worthy of such a designation because of its unique architectural details and associations with landscape architect Marshall Liston Johnson.

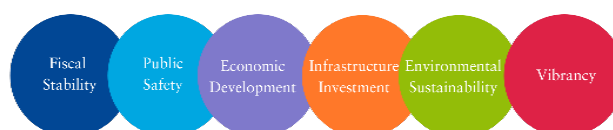
The property is rated “Significant” in the 2003 Braeside Architectural Survey. This is the highest rating a structure can receive, and indicates that it should be considered for a Local Landmark Designation. The property is also featured in 1973 Illinois Historic Structures (“*IHS*”) Survey, and was given an “Outstanding” rating. For HPC review purposes, Staff does not regularly refer to the 1973 IHS Survey or other State surveys. However, Staff referenced the IHS Survey to emphasize the historic nature of this home and add further credibility to its landmark nomination analysis.

At the previous [March 12, 2026 meeting](#) the HPC considered a preliminary landmark designation recommendation for the property at 273 Sheridan Road (see **Attachment A**). The discussion included information about the original owner and landscape architect, architect, the French Eclectic Style and the Prairie Landscape Style. The Commission also considered the integrity of the current property.

The Commission made a motion to find:

- The property at 273 Sheridan Road satisfies Landmark Criteria 1, 3, 4, 5, 6 and 7.
- The property at 273 Sheridan Road has sufficient integrity of design.

Based on these findings the Commission moved to adopt a preliminary Landmark Designation Recommendation. The motion carried 7-0.





The Commission directed staff to draft Findings of Fact and a Planning Report per the requirements of [Sec. 24.025\(C\)](#) of the Historic Preservation Ordinance, which will be considered at the Special meeting on April 15, 2026.

Property Description

The property is a corner lot at the intersection of Sheridan Road and Oak Knoll Terrace on which a 1936 French Eclectic gabled-ell home (“**Structure**”) is located. The structure’s primary entrance faces west. The structure is characterized by its intricate masonry, recessed entry, hipped dormers, and five-point arch garage doors. The site was designed by famous landscape architect Marshall Johnson and retains its historic stone outcroppings, pathways and lamppost.

Finding Architectural and Historic Significance

The Historic Preservation Commission discussed a landmark nomination for the property at the March 12, 2026 meeting and made the preliminary determination that the property met six Landmark criteria (1, 3, 4, 5, 6, and 7) and met the integrity requirement. The following analysis of the standards reflects the Commission’s Findings of Fact for the nomination:

1. It demonstrates character, interest or value as part of the development, heritage or cultural characteristics of the City, county, state or country;

Finding. The Historic Preservation Commission finds that the property at 273 Sheridan Road is a strong example of a structure and site that demonstrate character, interest, and value as part of the development of the City and country.

The property is located in the Lakefront Overlay District and is representative of the large-lot development that characterized the area during the early 20th Century. The property maintains its original lot configuration and naturalistic, densely vegetated landscape.

The Commission finds that the lot configuration and landscape at 273 Sheridan Road demonstrate character, interest and value as part of the early 20th Century development of the City.

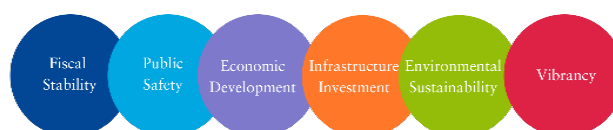
2. It is the site of a significant local, county, state, or national event.

N/A

3. It is associated with a person or persons who significantly contributed to the development of the City, County, State, or Country.

Finding. The Commission finds that the property at 273 Sheridan Road was the home of notable landscape architect Marshall Liston Johnson, who resided and worked in Highland Park. He is well-known as Jen Jensen’s son-in-law, office manager, and successor.

Johnson was born in Saint Paul, Minnesota in 1892. He graduated from Cornell University in 1915. In 1917, he was drafted in WWI and was stationed in France. He was awarded the Croix de Guerre, a prestigious French Military award, for capturing German soldiers. He began working for Jensen in 1919 upon his return from France.





In 1935, Johnson would take over Jensen's practice and continue his work following Jensen's move from Highland Park to Ellison Bay, Wisconsin. He worked on projects such as Highland Park's Rosewood Park and Gardner's Memorial, as well as Chicago's Columbus Park. He had longstanding relationship with the Ford Motor Company and designed the Ford Greenfield Village and Dearborn Inn landscapes. In 1933, Johnson designed the Ford Pavilion landscape for the 1933 Chicago World's Fair.¹

In his free time, Johnson was one of the City's most enthusiastic tree advocates. Johnson served as member of the Highland Park Men's Garden Club and the Highland Park Park's District. Deeds show that Johnson was the Parks District President in 1957. A 1940 newspaper chronicles Johnson's effort, as a member of the Men's Garden Club, to plant 1500 trees for Arbor Day.²

Marshall Johnson is recorded as residing at 273 Sheridan Road as early as 1940 in census records. The landscape design and architecture of 273 Sheridan Road suggests that Johnson was the original owner of the property and was personally involved in both the landscape design and architecture. Johnson resided at the property up until 1966, a year before his death.

The Commission finds that Marshall Johnson was a notable person whose landscape architecture practice and local advocacy influenced the development of the City, County and State. The Commission believes that his personal property at 273 Sheridan Road deserves to be preserved.

4. It embodies distinguishing characteristics of an architectural and/or landscape style valuable for the study of a specific time period, type, method of construction, or use of indigenous materials.

Finding. The Commission finds the property exhibits distinguishing characteristics of the French Eclectic architectural style and the Prairie landscape style.

The French Eclectic Style was most common in Highland Park between 1920 and 1940 following the return of soldiers from France after WWI. The style, which is related to other historical styles such as Tudor Revival, sought to mimic the designs of Medieval and Renaissance France. French Eclectic homes can either be formalized or resemble irregular farmhouses.³

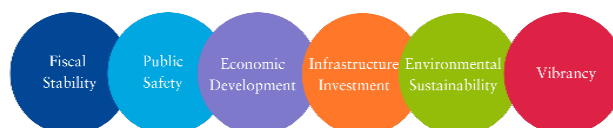
The style is characterized by a hipped or steeply pitched gable roof, light colors, casement windows, hipped dormers, and prominent side chimneys. The residence at 273 Sheridan Road exhibits these characteristics.

273 Sheridan Road's prominent gables, light masonry, casement windows, hipped dormers, and large chimney resemble the vernacular dwellings in Apremont, France, where Johnson was stationed during WWI. The homes in Apremont are modest rectangular dwellings with light masonry and high pitched gable roofs and hipped gable dormers.

¹ Marshall Liston Johnson | TCLF. (n.d.). <https://www.tclf.org/pioneer/marshall-liston-johnson>

² The primary sources mentioned can be found in the Commission's [March 12, 2026 Regular Meeting Packet](#).

³ McAlester, V., & McAlester, A. L. (1984). A Field Guide to American Houses.





Furthermore, the landscape at 273 Sheridan Road is an example of the Prairie landscape style. The design is not overly formalized. Instead, it mirrors the natural beauty of the prairie through its use of low-lying stonework, open spaces and native plants.

The landscape at 273 Sheridan Road is defined by its open character, framing of space, and use of horizontal stone layers. The property retains its original stone outcroppings, paths and vegetative framing of space. Additionally, the property retains its original lamppost located to the west side of the driveway.

The Commission finds that the properties use of both the French Eclectic Style and Prairie Style merit its preservation.

5. It is identifiable as the work of a notable builder, designer, architect, artist, or landscape architect whose individual work has influenced the development of the City, County, State, or Country.

Finding. The Commission finds that the landscape at 273 Sheridan Road is the work of notable landscape architect Marshall Liston Johnson, who resided and worked in Highland Park. He is well-known as Jen Jensen's son-in-law, office manager, and successor.

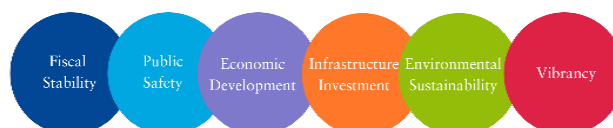
Johnson was born in Saint Paul, Minnesota in 1892. He graduated from Cornell University in 1915. In 1917, he was drafted in WWI and was stationed in France. He was awarded the Croix de Guerre, a prestigious French Military award, for capturing German soldiers. He began working for Jensen in 1919 upon his return from France.

In 1935, Johnson would take over Jensen's practice and continue his work following Jensen's move from Highland Park to Ellison Bay, Wisconsin. He worked on projects such as Highland Park's Rosewood Park and Gardner's Memorial, as well as Chicago's Columbus Park. He had longstanding relationship with the Ford Company and designed the Ford Greenfield Village and Dearborn Inn landscapes. In 1933, Johnson designed the Ford Pavilion landscape for the 1933 Chicago World's Fair.

The Commission finds that Marshall Johnson was a landscape architect whose individual work influenced the development of the City, County and State. The Commission believes that the works he designed deserve to be recognized and preserved.

6. It embodies, overall, elements of design, details, materials, and/or craftsmanship that renders it architecturally, visually, aesthetically, and/or culturally significant and/or innovative.

Finding. The residential structure at 273 Sheridan Road is a two-story single-family dwelling with an asymmetrical façade and multi-gable roof. There are three hipped dormers within the front-façade's side gable. The main structure is clad in a light-colored masonry veneer. A front-gabled projection located on the northern side of the exterior façade features an expanse of metal-framed windows as well as diamond brickwork in the front gable.





The main massing has a recessed entry with curved walls. To the right of the entry there are three metal casement windows with stone tabbing over the window heads. The windows have rough-edged stone sills.

The south façade features an integrated two-car garage bordered by five-point arches. Over the garage there is a recessed window, which features a curved masonry detail that matches the front entryway. The gable itself is clad in a rough horizontal board with a zig-zag trim.

The Commission finds that these design details and materials exhibit a high level of craftsmanship and render the property architecturally, visually, aesthetically and culturally significant.

- 7. It has a unique location or it possesses or exhibits singular physical and/or aesthetic characteristics that make it an established or familiar visual feature.**

Finding. The Commission finds that the structure's unique five-point arch garage doors, recessed openings, intricate masonry and lamppost contribute to its status as a familiar visual feature of the community. Its location on a corner lot on a highly visible section of Sheridan Road further contributes to its status as an established and familiar visual feature of the City.

- 8. It is a particularly fine or unique example of a utilitarian structure or group of such structures, including, but not limited to farmhouses, gas stations or other commercial structures, with a high level of integrity and/or architectural, cultural, historical, and/or community significance.**

N/A

- 9. It possesses or exhibits significant historical and/or archaeological qualities.**

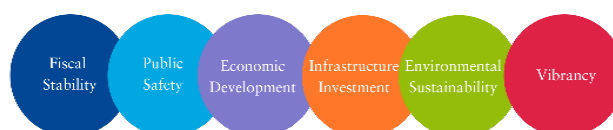
N/A

Integrity: Has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or rehabilitation.

Finding. The Historic Preservation Commission finds that the structure and site at 273 Sheridan Road has sufficient integrity to make it worthy of preservation. Overall, the structure has not been added to and retains its original materials, height, footprint, proportions of front façade, solid-to-void ratio, rhythm, projections, and massing.

The Commission also finds that the site setting and landscape retain integrity. Johnson's original stone outcroppings, pathways and lantern have been preserved.

By Code, any proposed individual landmark must meet two or more landmark criteria and have sufficient integrity of location, design, materials and workmanship to make it worthy of preservation or rehabilitation. **The property at 273 Sheridan Road has been found to meet six landmark criteria, while retaining sufficient integrity to qualify for local Landmark designation.**





Historic Preservation Commission Policy

The Historic Preservation Commission adopted a Preliminary Landmark Designation recommendation on March 12, 2026. Resolution No. 2026-004 (see **Attachment B**) designates the property at 273 Sheridan Road in it's entirely a Regulated Structure. No building permits or demolition permits shall be issued per Section [24.025\(B\)\(3\)](#):

“Upon adoption of the resolution making a preliminary landmark designation recommendation, and until provided otherwise in this Chapter, the nominated Property, Structure, Area, Object, or Landscape of Significance shall be a Regulated Structure.”

The permit moratorium described above will conclude upon final disposition of the proposed local Landmark.

Historic Preservation and the City of Highland Park Master Plan

The City of Highland Park Master Plan recommends that the City “sustain a philosophy of preservation,” adding a call to “maintain Highland Park’s sense of place, character, and history; maintain quality of architecture in residential and public structures,” preserving “the quality of residential neighborhoods” and protecting the City’s “natural, historic and physical resources.”

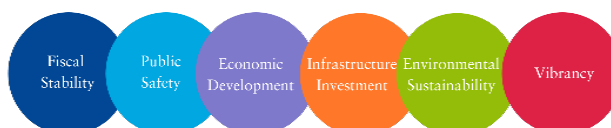
The property at 273 Sheridan Road is located in the Master Plan’s [Lakefront District](#). The plan’s Lakefront District was approved in April of 1999 and recognizes the important of maintaining neighborhood character. The plan’s vision statement says “*Historic Landmarks and landscapes significantly contribute to the character of the area.*” Additionally, the District plan identifies the demolition as a high-priority concern.

The property at 273 Sheridan Road is representative of the historic homes, landscapes and high-quality architecture the Master Plan aims to preserve. The preservation of the property at 273 Sheridan Road is in line with the Master Plan’s goal to preserve historic architecture, open space and notable natural features. A historic designation would also give the property at 273 Sheridan Road protections against demolition.

Historic Preservation and the City of Highland Park’s Historic Preservation Plan

The City of Highland Park adopted its first ever [Historic Preservation Plan](#) in 2022. One objective listed in the plan is to identify properties that could potentially be landmarked and increase the number of landmarked properties. The plan also notes that homes with a Significant rating should strongly be considered for local landmark nomination.

This home’s local landmark nomination aligns with the vision of the Historic Preservation Plan due to its historic significance, as found by the Commission and the 2003 Braeside Survey.

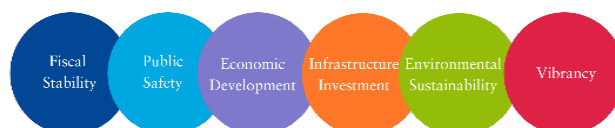




Recommendation

Based on the information presented, the Department of Community Development recommends that the Historic Preservation Commission continue with the Landmark Designation of the property at 273 Sheridan Road.

Following the adoption of the attached Resolution recommending Landmark Designation, the Commission's recommendation will be forwarded to the City Council.





Historic Preservation Commission

Findings of Fact for Landmark Nomination

FINDINGS OF FACT

Recommending Landmark Designation of 273 Sheridan Road

Section 24.025 Landmark Designation Procedures

Pursuant to Section 24.025(D) of the City Code, the Historic Preservation Commission shall make a determination to recommend a landmark designation to the City Council including findings of fact relating to the criteria for designation that constitute the basis for its decision.

Criteria for Landmark Designation

- 1. It demonstrates character, interest, or value as part of the development, heritage, or cultural characteristics of the City, county, state, or country.**

Finding. The Historic Preservation Commission finds that the property at 273 Sheridan Road is a strong example of a structure and site that demonstrate character, interest, and value as part of the development of the City and country.

The property is located in the Lakefront Overlay District and is representative of the large-lot development that characterized the area during the early 20th Century. The property maintains its original lot configuration and naturalistic, densely vegetated landscape.

The Commission finds that the lot configuration and landscape at 273 Sheridan Road demonstrate character, interest and value as part of the early 20th Century development of the City.

- 2. It is the site of a significant local, county, state, or national event.**

N/A

- 3. It is associated with a person or persons who significantly contributed to the development of the City, County, State, or Country.**

Finding. The Commission finds that the property at 273 Sheridan Road was the home of notable landscape architect Marshall Liston Johnson, who resided and worked in Highland Park. He is well-known as Jen Jensen's son-in-law, office manager, and successor.

Johnson was born in Saint Paul, Minnesota in 1892. He graduated from Cornell University in 1915. In 1917, he was drafted in WWI and was stationed in France. He was awarded the Croix de Guerre, a prestigious French Military award, for capturing German soldiers. He began working for Jensen in 1919 upon his return from France.

In 1935, Johnson would take over Jensen's practice and continue his work following Jensen's move from Highland Park to Ellison Bay, Wisconsin. He worked on projects such as Highland Park's Rosewood Park and Gardner's Memorial, as well as Chicago's Columbus Park. He had longstanding

relationship with the Ford Motor Company and designed the Ford Greenfield Village and Dearborn Inn landscapes. In 1933, Johnson designed the Ford Pavilion landscape for the 1933 Chicago World's Fair.¹

In his free time, Johnson was one of the City's most enthusiastic tree advocates. Johnson served as member of the Highland Park Men's Garden Club and the Highland Park Park's District. Deeds show that Johnson was the Parks District President in 1957. A 1940 newspaper chronicles Johnson's efforts, as a member of the Men's Garden Club, to plant 1500 trees for Arbor Day.²

Marshall Johnson is recorded as residing at 273 Sheridan Road as early as 1940 in census records. The landscape design and architecture of 273 Sheridan Road suggests that Johnson was the original owner of the property and was personally involved in both the landscape design and architecture. Johnson resided at the property up until 1966, a year before his death.

The Commission finds that Marshall Johnson was a notable person whose landscape architecture practice and local advocacy influenced the development of the City, County and State. The Commission believes that his personal property at 273 Sheridan Road deserves to be preserved.

4. It embodies distinguishing characteristics of an architectural and/or landscape style valuable for the study of a specific time period, type, method of construction, or use of indigenous materials.

Finding. The Commission finds the property exhibits distinguishing characteristics of the French Eclectic architectural style and the Prairie landscape style.

The French Eclectic Style was most common in Highland Park between 1920 and 1940 following the return of soldiers from France after WWI. The style, which is related to other historical styles such as Tudor Revival, sought to mimic the designs of Medieval and Renaissance France. French Eclectic homes can either be formalized or resemble irregular farmhouses.³

The style is characterized by a hipped or steeply pitched gable roof, light colors, casement windows, hipped dormers, and prominent side chimneys. The residence at 273 Sheridan Road exhibits these characteristics.

273 Sheridan Road's prominent gables, light masonry, casement windows, hipped dormers, and large chimney resemble the vernacular dwellings in Apremont, France, where Johnson was stationed during WWI. The homes in Apremont are modest rectangular dwellings with light masonry and high pitched gable roofs and hipped gable dormers.

Furthermore, the landscape at 273 Sheridan Road is an example of the Prairie landscape style. The design is not overly formalized. Instead, it mirrors the natural beauty of the prairie through its use of low-lying stonework, open spaces and native plants.

¹ Marshall Liston Johnson | TCLF. (n.d.). <https://www.tclf.org/pioneer/marshall-liston-johnson>

² The primary sources mentioned can be found in the Commission's [March 12, 2026 Regular Meeting Packet](#).

³ McAlester, V., & McAlester, A. L. (1984). A Field Guide to American Houses.

The landscape at 273 Sheridan Road is defined by its open character, framing of space, and use of horizontal stone layers. The property retains its original stone outcroppings, paths and vegetative framing of space. Additionally, the property retains its original lamppost located to the west side of the driveway.

The Commission finds that the properties use of both the French Eclectic Style and Prairie Style merit its preservation.

5. It is identifiable as the work of a notable builder, designer, architect, artist, or landscape architect whose individual work has influenced the development of the City, County, State, or Country.

Finding. The Commission finds that the landscape at 273 Sheridan Road is the work of notable landscape architect Marshall Liston Johnson, who resided and worked in Highland Park. He is well-known as Jen Jensen's son-in-law, office manager, and successor. Additionally, the structure at 273 Sheridan Road is the work of notable architect William Betts.

Johnson was born in Saint Paul, Minnesota, in 1892. He graduated from Cornell University in 1915. In 1917, he was drafted in WWI and was stationed in France. He was awarded the Croix de Guerre, a prestigious French military award, for capturing German soldiers. He began working for Jensen in 1919 upon his return from France.

In 1935, Johnson would take over Jensen's practice and continue his work following Jensen's move from Highland Park to Ellison Bay, Wisconsin. He worked on projects such as Highland Park's Rosewood Park and Gardner's Memorial, as well as Chicago's Columbus Park.⁴ He had a longstanding relationship with the Ford Motor Company and designed the Ford Greenfield Village and Dearborn Inn landscapes. In 1933, Johnson designed the Ford Pavilion landscape for the 1933 Chicago World's Fair.⁵

The Commission finds that Marshall Johnson was a landscape architect whose individual work influenced the development of the City, County and State. The Commission believes that the works he designed deserve to be recognized and preserved.

William Betts was the architect for the Marshall Johnson House. Betts was an English immigrant who came to the United States when he was 14. He worked and lived in Highland Park for decades. He is best known for his Tudor and French Eclectic Style residential projects and use of intricate brickwork. Betts designed at least 15 homes in Highland Park.⁶ Most of Betts' homes are located in the Braeside survey area. Six of the homes, including 273 Sheridan Road, were assigned a "Significant" rating in

⁴ Additional landscape plans by Marshall Johnson include the Lincoln School, Highland Park Library, Highland Park Women's Club, Hotel Moraine, Edwin Kleim Estate, Florsheim Estate, Kundstader Estate, Herman Wren Residence, Robert Koretz Residence, Highland Park Savings and Loan, former community center at Green Bay Road, Highland Park incinerator and sewage disposal plant, and former medical building on Sheridan Road (address unknown.) In addition to these plans, Johnson also assisted Jen Jensen on the Highland Park Central Park and Ravinia School plans. (Plans sourced from Dept. of Community Development microfilm collections.)

⁵ Marshall Liston Johnson | TCLF. (n.d.). <https://www.tclf.org/pioneer/marshall-liston-johnson>

⁶ 273 Sheridan Road, 272 Sheridan Road, 432 Sheridan Road, 176 Sheridan Road, 404 Sheridan Road, 333 Lakeside Place, 353 Lakeside Place, 441 Lakeside Place, 90 Lakeside Place, 355 Brownville Road, 202 Elder Lane, 159 Pierce Road, 360 Lincolnwood, 232 Pierce Road and 601 Pleasant Avenue.

architectural surveys. In addition to his homes in Highland Park, Betts is known for multiple historical-revival style theatres in the Chicagoland area.⁷

The Commission finds that Betts' works contributed to the development of the City and deserve to be preserved.

6. It embodies, overall, elements of design, details, materials, and/or craftsmanship that renders it architecturally, visually, aesthetically, and/or culturally significant and/or innovative.

Finding. The residential structure at 273 Sheridan Road is a two-story single-family dwelling with an asymmetrical façade and multi-gable roof. There are three hipped dormers within the front-façade's side gable. The main structure is clad in a light-colored masonry veneer. A front-gabled projection located on the northern side of the exterior façade features an expanse of metal-framed windows as well as diamond brickwork in the front gable.

The main massing has a recessed entry with curved walls. To the right of the entry there are three metal casement windows with stone tabbing over the window heads. The windows have rough-edged stone sills.

The south façade features an integrated two-car garage bordered by five-point arches. Over the garage there is a recessed window, which features a curved masonry detail that matches the front entryway. The gable itself is clad in a rough horizontal board with a zig-zag trim.

The Commission finds that these design details and materials exhibit a high level of craftsmanship and render the property architecturally, visually, aesthetically and culturally significant.

7. It has a unique location or it possesses or exhibits singular physical and/or aesthetic characteristics that make it an established or familiar visual feature.

Finding. The Commission finds that the structure's unique five-point arch garage doors, recessed openings, intricate masonry and lamppost contribute to its status as a familiar visual feature of the community. Its location on a corner lot on a highly visible section of Sheridan Road further contributes to its status as an established and familiar visual feature of the City.

8. It is a particularly fine or unique example of a utilitarian structure or group of such structures, including, but not limited to farmhouses, gas stations or other commercial structures, with a high level of integrity and/or architectural, cultural, historical, and/or community significance.

N/A

9. It possesses or exhibits significant historical and/or archaeological qualities.

N/A

⁷ [Movie Theaters Designed by William B. Betts - Cinema Treasures](#)

Integrity: Has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or rehabilitation.

Finding. The Historic Preservation Commission finds that the structure and site at 273 Sheridan Road has sufficient integrity to make it worthy of preservation. Overall, the structure has not been added to and retains its original materials, height, footprint, proportions of front façade, solid-to-void ratio, rhythm, projections, and massing.

The Commission also finds that the site setting and landscape retain integrity. Johnson's original stone outcroppings, pathways and lantern have been preserved.

By Code, any proposed individual landmark must meet two or more landmark criteria and have sufficient integrity of location, design, materials and workmanship to make it worthy of preservation or rehabilitation. **The property at 273 Sheridan Road has been found to meet six landmark criteria, while retaining sufficient integrity to qualify for local Landmark designation.**

**CITY OF HIGHLAND PARK
HISTORIC PRESERVATION COMMISSION**

RESOLUTION NO. 2026 - 004

**A RESOLUTION MAKING A PRELIMINARY LANDMARK DESIGNATION
RECOMMENDATION FOR 273 SHERIDAN ROAD**

WHEREAS, on February 11, 2026, pursuant to Section 24.025(A) of "The Highland Park Code of 1968," as amended ("**City Code**"), Kimberly and Barry Schliesmann (collectively known as the "**Owner**"), the record title owners of that certain real property located at the address commonly known as 273 Sheridan Road in Highland Park, Illinois ("**Property**"), submitted a written nomination to designate the Property as a landmark; and

WHEREAS, pursuant to Section 24.025(B)(1) of the City Code, a public meeting of the Commission to consider preliminary landmark designation of the Structure was held on March 12, 2026 notice of which meeting was delivered on February 23, 2026 to the Owner; and

WHEREAS, pursuant to Section 24.025(B)(2) of the City Code, to make a preliminary landmark designation recommendation for the Structure, the Commission must, by resolution duly adopted: (i) find that the proposed landmark designation satisfies at least two of the criteria set forth in Section 24.015 of the City Code; and (ii) determine that the Property has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation; and

WHEREAS, the Property demonstrates value as part of the development and cultural character of the City; and

WHEREAS, the single-family residential structure on the Property was built in the French Eclectic Style, and includes many of the architectural features of that style; and

WHEREAS, the landscape of the Property was designed and constructed in the Prairie Landscape Style, and includes many of the design features of that style; and

WHEREAS, the landscape of the Property was designed by notable landscape architect Marshall L. Johnson whose individual works had an influence on the City; and

WHEREAS, the Property was the home of notable person Marshall L. Johnson who contributed to the development of the City; and

WHEREAS, the Property exhibits elements of fine design, detailing, materials and craftsmanship that render it architecturally significant; and

WHEREAS, the Commission has determined that the proposed landmark designation of the Property satisfies the criteria for landmark designation set forth in the City Code;

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

{00116884.1}

**CITY OF HIGHLAND PARK
HISTORIC PRESERVATION COMMISSION**

RESOLUTION NO. 2026 - 004

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

SECTION TWO: PRELIMINARY LANDMARK DESIGNATION. In accordance with, and pursuant to, Section 24.025(B)(2) of the City Code, the Commission hereby: (a) finds that the Structure satisfies the criteria for landmark designation set forth in Sections 24.015(1), 24.015(3), 24.015(4), , 24.015(5), 24.015(6) and 24.015(7) of the City Code; and (b) determines that the Structure has sufficient integrity of location, design, materials and workmanship to make it worthy of preservation. Pursuant to such finding and determination and Section 24.025(B)(2) of the City Code, the Commission hereby makes a preliminary recommendation to designate the Structure as a landmark.

SECTION THREE: EFFECT OF DESIGNATION. In accordance with and pursuant to Section 24.025(B)(3) of the City Code, upon the effective date of this Resolution, the Structure will be considered a "Regulated Structure," as that term is defined pursuant to Section 24.005 of the City Code.

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

AYES: Weeder, Greenbaum, Ehrlich, Pines, Gonka, Hartinger, Portman

NAYS: None

ABSENT: None

PASSED: 7-0

APPROVED: March 12, 2026

RESOLUTION NO. 2026 - 004


Erica Weeder, Chairperson

ATTEST:


Maddy Markle, Commission Secretary

**MINUTES OF A REGULAR MEETING
HISTORIC PRESERVATION COMMISSION
OF THE CITY OF HIGHLAND PARK, ILLINOIS**

MEETING DATE: Thursday, March 12, 2026

MEETING LOCATION: Council Chambers, City Hall, 1707 St. Johns Avenue, Highland Park, IL

CALL TO ORDER

At 6:33 p.m., Chairperson Weeder called the meeting to order. This Commission meeting takes place on-site. Staff was asked to call the roll. She requested a 10-minute break so Commissioners may read handouts just presented.

Commissioner Gonka arrived at 6:38 p.m.

ROLL CALL

Commissioners Present: Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman

Councilmember Absent: Blumberg

Student Council Present: Cooper Baum

Student Council Absent: Gabi Goldstein, Amelia Koslow

Staff declared that a quorum was present.

Staff Present: Fontane, Coleman, & Markle

Guests Present: Ken & Marcia Kotula/Petitioner, Owners
Kim Schliesmann/Petitioner, Owner
Thomas Hiller and Peijian Sun/ Petitioner, Owner
Cal Bernstein, Attorney/Samuels & Bernstein

Others Present: Gale Cerabona, Recorder

APPROVAL OF MINUTES

Regular Meeting of the Historic Preservation Commission – February 12, 2026

Commissioner Pines moved to approve the regular meeting minutes of February 12, 2026. Commissioner Greenbaum seconded the motion.

On a voice vote

Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman

Voting Nay: None

1 Staff declared that the motion passed unanimously.

2
3 Planner Markle advised that copies of public letters are available (specifically two letters from Mr. Cal
4 Bernstein, Attorney with Samuels & Bernstein, for the case at 147 Central Avenue).

5
6 **SCHEDULED BUSINESS**

7 Commissioner Ehrlich suggested the last three items be moved up on the agenda. Chairperson Weeder
8 concurred, and the order was rearranged.

9
10 1. Final Consideration of Landmark Nomination – 818 Hill Street

11 Planner Markle offered a presentation:

- 12 • Not Surveyed
- 13 • Tudor style with Swedish Folk elements
- 14 • Builder & Architect is Harry Bengston
- 15 • Landmark Designation Process
- 16 • Elevations were shown
- 17 • Previous Consideration (from the February 12, 2026, HPC meeting)
- 18 • Findings of Fact
- 19 • Landmark Criteria
- 20 • Recommendation

21
22 Commissioner Portman moved to recommend a Landmark Nomination to City Council. Commissioner
23 Ehrlich seconded the motion.

24
25 On a roll call vote

26 Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines,
27 & Portman

28 Voting Nay: None

29
30 Staff declared that the motion passed unanimously.

31
32 2. Preliminary Consideration of Landmark Nomination – 670 De Tamble Avenue

33 Planner Markle offered a presentation:

- 34 • Landmark Designation Process
- 35 • Arthur Vetter House
- 36 • Tudor style
- 37 • Built in 1928
- 38 • Builder is Arthur Vetter
- 39 • Contributing Structure in the 2006 Bob O'Link survey
- 40 • Elevations were shown
- 41 • Notable Architectural Features
- 42 • Tudor-style Characteristics
- 43 • Arthur & Mabel Vetter
- 44 • Daniel Vetter
- 45 • Chain of Title
- 46 • Alteration History (before & after photos were shown)
- 47 • 2003-2004 Preservation Award Winner

- Landmark Criteria
- Recommendation

Mr. Ken Kotula, Petitioner, stated the house is nearing 100 years of age. He explained the revisions. The implanted stone and brick work (and stucco) fit more into a Cotswold-hybrid cottage. The neighbor, Lisa Temkin, brought a letter (from after their fire occurred in 2008; previously addressed as 556) which was distributed. The Kotula's love the house and raised their family there. The house was built October 28, 1928. Mr. Kotula noted this house deserves a landmark nomination. It has been repaired and enhanced.

Some HPC comments are:

- Commissioner Ehrlich would like a picture taken of the letter, so it is in the record.
- Commissioner Portman appreciates the owners honoring the house.
- Chairperson Weeder said this house is charming, well-composed, detailed and worthy of Criteria 1, 3, 4, & 6.
- Commissioner Portman:
 - referenced the differences. Commissioners stated the dormer & French doors were added. He noted a typo.
 - stated the owners, son & father Arthur & Daniel, are significant. The house won the Preservation award. He asked, and Planner Marke said Bob O'Link has historic homes in that survey area.

Chairperson Weeder asked if anyone in the audience wishes to speak. There was no one.

Commissioner Greenbaum moved that this meets Criteria 1, 3, 4, & 6; has sufficient integrity of design; and is recommended for a Preliminary Consideration of Landmark Nomination. Commissioner Ehrlich seconded the motion.

On a roll call vote

Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

3. Preliminary Consideration of Landmark Nomination – 273 Sheridan Road

Planner Markle offered a presentation:

- Landmark Designation Process
- Marshall Johnson House
- Significant rating in the 2003 Braeside survey
- French Eclectic style
- Built in 1935
- Architect & Builder are unknown
- Marshall Johnson
 - Notable landscape architect
 - Trained and worked under Jen Jensen
 - Jen Jensen's son-in-law
- Elevations were shown

1 Chairperson Weeder said this is an unusual situation, as the attorney wrote a letter that the HPC is not
2 competent to discuss/vote. Discussion took place on the two agenda items relating to this matter.

3
4 Commissioner Ehrlich said the HPC is being asked to address something based on the facts on the ground at
5 the time of the ruling (as they presently exist). The historic designation was made as one property. The
6 property line exists where it was designated. It is not currently subdivided. This is Monticello in Highland
7 Park. He has seen nothing that gives the HPC the power to do this. The HPC should do nothing on this. A
8 COA is needed. Commissioner Ehrlich can't believe he is being threatened with a constitutional
9 amendment. The HPC will make a recommendation/motion that the designation remains, and the HPC or
10 City Council don't have the authority to change that. He is upset he was never given the design commission
11 document. What is relevant is an attorney made a comment that a \$2,500 public benefit/donation would be
12 given.

13
14 Director Fontane said there are two applications before the HPC. Part of the PDC's purview is to decide
15 several things. The HPC is being consulted. He expounded on the process.

16
17 Some HPC comments are.....

- 18 • Commissioner Portman is not in favor of agreeing to the second point in the drafted written
19 recommendation.
- 20 • Commissioner Gonka said building on the lot affects the landmark designation.

21
22 Director Fontane reminded the size of this property triggers a Planned Development. The Planned
23 Development process does not remove a landmark designation.

- 24
25 • Commissioner Ehrlich expressed that Corporation Counsel hasn't said the HPC cannot operate
26 without facts on the ground. He feels a joint meeting should take place with the PDC.

27
28 Senior Planner Coleman explained the PDC process and request for input from the HPC.

- 29
30 • Chairperson Weeder believes the bullet points on drafted written recommendation are well
31 considered. She'd like it to be more specific (on restrictive yard setbacks....). Director Fontane
32 explained same. Chairperson Weeder would like to have more time to study this.

33
34 Director Fontane said this is not a conversation between two Commissions. It is a request to obtain
35 the HPC's vantage point.

- 36
37 • Commissioner Portman would like to add on the second part of the written
38 recommendation.....allowing any structure to be built on Lot B will create more density on the
39 existing estate. Planner Markle said this is noted and read same.
- 40 • Commissioner Ehrlich concurred.
- 41 • Commissioner Gonka would like to add information on the COA even if it's redundant.

42
43 Commissioner Gonka moved to continue this matter to add more research as per this discussion tonight.
44 Commissioner Ehrlich seconded the motion. Commissioner Gonka amended the motion that this be
45 continued to a date in April. Commissioner Ehrlich accepted the amendment.

46
47 On a roll call vote

1 Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines,
2 & Portman
3 Voting Nay: None
4

5 Staff declared that the motion passed unanimously.
6

7 5. Continuation of Partial Landmark Removal – 147 Central Avenue

8 Planner Markle offered a presentation:

- 9 • Prior HPC Consideration
- 10 • Summary of Application
- 11 • Photos were shown
- 12 • Prior Designation
- 13 • Recommendation
- 14

15 Mr. Bernstein, Attorney with Samuels & Bernstein, shared the PDC has discussed nothing further at this
16 time, as it awaits input from the HPC. It was noted subdivision relief is being requested; is a through lot.
17

18 Chairperson Weeder asked if anyone from the public wishes to speak. The following came forward:

- 19 • Kelsey Gonzalez referred to her extensive comments. She would like the HPC to have its own
20 language on the previous matter. Ms. Gonzalez stated....what is binding is this item (landmark
21 removal). She read excerpts from her letter. The HPC is here to protect Highland Park residences.
22 Other entities went through an extensive review. It is ridiculous that the City wouldn't protect this,
23 as it's a public treasure. If this occurs, Highland Park's preservation program preserves nothing.
24

25 Commissioner Gonka expressed that while the whole process is confusing the items discussed are
26 relevant. Planner Markle explained the footnote. Corporation Counsel drafted the Resolution.
27 Director Fontane said what's in the packet is a draft.
28

- 29 • Tom Corning defers to Ms. Gonzalez, as she is more invested and closer to the property. He concurs
30 with Ms. Gonzalez. Calling this Monticello is an appropriate measure. The Central Street Bridge is
31 large, trees were removed. Mr. Corning likes that input from the PDC and HPC is being sought. He
32 thanked the HPC. Mr. Corning would like to see the landmark removal item be thrown away. He is
33 sensitive that this is a burden. Mr. Corning would like to see serious FAR, bulk restrictions, etc., be
34 put in place. There is not an Appearance Review Commission for any property. It is important,
35 architecturally, that neighbors don't see a black box. It is a prime property. To make this a palatable
36 venture, he would like to see comments, restrictions, and conditions applied.
37

38 Director Fontane expounded on the process.
39

40 Some HPC comments are.....

- 41 • Commissioner Gonka said the gate is not on the property. A little bit of a fence is. It was stated this
42 meets Criteria 3 & 7.
- 43 • Commissioner Ehrlich believes this should be continued, dovetailed with the previous agenda item.
- 44 • Commissioner Gonka said there isn't anyone from the public who wants to see this subdivided. The
45 Commission is knowledgeable about the Criteria and can consider the Criteria. There is no question
46 that the lot meets at least two Criteria. Commissioner Greenbaum concurred.
- 47 • Commissioner Gonka said the Commission is confident in their ability to assess a Landmarked parcel.

- Commissioner Portman believes Criteria 4 is met.
- Commissioner Ehrlich believes Criteria 2 is met.
- Commissioner Greenbaum believes Criteria 1 is met. Commissioners Pines and Ehrlich concurred.
- Commissioner Pines doesn't believe Criteria 2 applies. More information is needed.

Commissioner Gonka moved to find that Lot B located at 147 Central Avenue does satisfy Landmark Criteria 1, 3, 4, & 7, does have sufficient integrity of design, and recommends City Council not adopt a Landmark Removal ordinance.

Commissioner Greenbaum seconded the motion.

On a roll call vote

Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

DISCUSSION ITEMS

1. 2026 Preservation Month Events

Planner Markle advised that Staff recommends a Walking Tour/Open House of The Highlands. Senior Planner Coleman said this would be confirmed tomorrow with City Management. Commissioner Pines asked, and Senior Planner Coleman replied this would be in place of the Bicycle Tour. Commissioner Ehrlich would like to invite Jean Sogin due to her vast knowledge. Everyone agreed this would be a great event.

Student Council Baum departed the meeting at 9:34 p.m.

Planner Markle advised the event for the Preservation Awards would be at the Willets House on May 7, 2026, at 6:30 p.m. The deadline for nominations is April 1, 2026.

BUSINESS FROM THE PUBLIC

There was no Business from the Public.

OTHER BUSINESS

1. Next Regular Meeting is Scheduled for April 15, 2026

It was noted the next regular HPC Meeting is scheduled for April 15, 2026.

STAFF REPORT

There was no Staff Report.

ADJOURNMENT

Commissioner Gonka moved to adjourn at 9:41 p.m. Commissioner Hartinger seconded the motion.

On a voice vote

Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman

Voting Nay: None

1 Staff declared that the motion passed unanimously.

2

3 Respectfully Submitted,

4 Gale Cerabona, Recorder

5

6 **MINUTES OF A REGULAR MEETING ON FEBRUARY 12, 2026, WERE APPROVED WITHOUT CORRECTIONS.**

**MINUTES OF A SPECIAL MEETING
HISTORIC PRESERVATION COMMISSION
OF THE CITY OF HIGHLAND PARK, ILLINOIS**

MEETING DATE: Wednesday, April 15, 2026

MEETING LOCATION: Council Chambers, City Hall, 1707 St. Johns Avenue, Highland Park, IL

CALL TO ORDER

At 6:35 p.m., Chairperson Weeder called the meeting to order. This Commission meeting takes place on-site. Staff was asked to call the roll.

ROLL CALL

Commissioners Present: Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman

Councilmember Present: Blumberg

Student Council Absent: Cooper Baum

Student Council Present: Gabi Goldstein

Staff declared that a quorum was present.

Staff Present: Coleman & Markle

Guests Present: Cal Bernstein, Attorney/Samuels & Bernstein

Others Present: Gale Cerabona, Recorder

APPROVAL OF MINUTES

Chairperson Weeder stated she received a request to move the Approval of Minutes until later in the meeting and will carry out that request.

SCHEDULED BUSINESS

1. 147 Central Avenue – Review of Written Report to the Plan & Design Commission regarding Planned Development

Planner Markle offered a presentation:

- Commission Consideration Required
- Prior HPC Consideration – January 8, 2026
- Recommendation

Mr. Cal Bernstein, Attorney, thanked the HPC for having a Special Meeting, so this matter can move forward.

Chairperson Weeder asked if anyone in the audience wishes to speak. There was no one.

Planner Markle shared information on nearby properties and illustrated a graph of same.

1
2 Some HPC comments are.....

- 3 • Commissioner Pines:
 - 4 ○ asked if these are actual or zoning setbacks. Planner Markle said this is existing streetscape information.
 - 5
 - 6 ○ expressed, regarding the Cornelius House, a 45' setback from the lot line to the house.
 - 7 ○ discussed the massing, scale, and proportionality.
 - 8 ○ said Lot 2 could potentially be 12' from the lot line; this could be very negative if something
 - 9 was built.
 - 10 ○ stated the HPC would like to see this property preserved and not disappear.
- 11 • Chairperson Weeder:
 - 12 ○ referenced the house at 175 Central Avenue; a huge difference in side yards (from the
 - 13 proposed property at 147 Central Avenue). Planner Markle verified the table indicates the
 - 14 site plan attachment.
 - 15 ○ said she would mirror the existing to the lot line. Planner Markle said that would be 68'.
- 16 • Commissioner Hartinger asked, and Planner Markle noted the restrictions/requirements (for new
- 17 construction).
- 18 • Commissioner Greenbaum identified a wraparound porch on the east side. Her concern is, when it
- 19 was designed, it was intended to see the east view.

20
21 Councilmember Blumberg said, when one engages on what the owners can see, that speaks to the
22 interior. This exceeds the purview of the HPC. He is referring to the distances between the houses.
23 It's an air and light issue; a Plan & Design issue.
24

- 25 • Commissioner Ehrlich believes the entire property should be preserved. The HPC's role should not be
- 26 to give guidance to the PDC. He cares about people walking past this house and noticing the oldest
- 27 and most majestic house in Highland Park. Anyone wishing to change that should present to the
- 28 HPC. The draft written recommendation doesn't reflect his viewpoint. The property has changed
- 29 (since the bridge). Perhaps the easement, setbacks have changed.

30
31 Senior Planner Coleman noted the Draft Report recommends denial, etc.

32
33 Commissioner Ehrlich said there could be hypotheticals.

- 34
- 35 • Commissioner Portman said he felt all along that the HPC's recommendation should stand on its own.
- 36 He would like to see no provisions after the fact.
- 37 • Commissioner Hartinger said the HPC can't control what the PDC does. He discussed if the lots
- 38 become separated.
- 39 • Commissioner Portman said it was determined that it is still a protected property. Increasing the
- 40 front setback is important.

41
42 Senior Planner Coleman needs to review COAs. He noted there are 14 standards for construction.
43 The COA standards don't regulate setbacks.
44

- 45 • Chairperson Weeder said, if the HPC takes Commissioner Ehrlich's stand, the HPC is taking the
- 46 perfect over the practical. She recommends the side yard be increased between 147 & 175 Central
- 47 Avenue from 12' to 45-50', and reminded this is a nonbinding recommendation.

- 1 • Commissioner Pines asked if the recommendation should be skimmed.

2
3 Councilmember Blumberg suggested keeping the recommendations within the purview of what the
4 PDC is requesting. He expounded.

- 5
6 • Commissioner Greenbaum reiterated, when it was designed, the view was meant to be there. To
7 make this more practical, and because taxes are outrageous, she feels a setback should be assigned,
8 so this estate could have a lake view. Though the HPC is against separating the lots, she wonders if
9 recommendations should be given. Senior Planner Coleman said this is the HPC's opportunity.
10 • Commissioner Hartinger asked if there have been situations where if a lot is split, the HPC gave
11 recommendations on what to look for. Senior Planner Coleman stated there haven't been instances.

12
13 Councilmember Blumberg said, if the lot is subdivided, that requires the Petitioner to come back.
14 The new lot is not automatically de-landmarked. He expounded.

- 15
16 • Chairperson Weeder asked about de-landmarking. Planner Markle found the HPC did not
17 recommend landmark removal. If split, Lot B would still be landmarked.
18 • Commissioner Ehrlich:
19 ○ asked if a COA was granted without a plan. He stated it is not the HPC's place to give
20 guidance. It could be given when a COA is presented to the HPC. Planner Markle reminded
21 the PDC wants the HPC's guidance and direction.
22 ○ said, if a COA is to be given, a plan must be submitted. He doesn't want to mislead anyone
23 by suggesting various numbers of feet.

24
25 Councilmember Blumberg said the HPC is not being asked to say anything about a COA. He
26 reminded the HPC is being asked to give a recommendation with any restrictions, suggestions.
27 Councilmember Blumberg said, if this property is not subdivided, someone could present a plan on
28 the un-subdivided area. Limitations could be placed on the lot.

- 29
30 • Chairperson Weeder mentioned the crux of the issue is noted at the end of the Staff Report. She
31 expounded on parameters.
32 • Commissioner Pines concurred.

33
34 Commissioner Gonka arrived at 7:41 p.m.

- 35
36 • Commissioner Ehrlich would like the HPC to review the 14 criteria and noted, this matter could be
37 continued.
38 • Commissioner Pines said the restrictions are not as grave as Commissioner Ehrlich is making them
39 out to be.
40 • Commissioner Hartinger said the Staff Report covers 98% of the HPC's view. Setback issues could be
41 added.
42 • Commissioner Portman concurred with the exception of the specification from the HPC. It was
43 stated Staff intended to include the second 3-page nonbinding recommendation.
44 • Chairperson Weeder named the specific areas to address and suggested moving the discussion
45 toward that. It's about the experience of the public viewing this.

46
47 Chairperson Weeder asked if anyone in the audience wishes to speak. There was no one.

1
2 Senior Planner Coleman summarized the additional 50' is a new point to add.

3
4 More HPC comments are.....

- 5 • Commissioner Gonka asked:
 - 6 ○ about the process. Planner Markle explained same.
 - 7 ○ what the HPC is actually saying regarding 50' in addition to 12'. Planner Markle explained
 - 8 same.
- 9 • Commissioner Pines said Lot 2 is approximately 90,000 sq. ft.; over 2 acres. The amount that's
- 10 buildable is likely 25,000-30,000 sq. ft.; a robust footprint. The site plan has to be handled artfully.

11
12 Councilmember Blumberg suggested the two other agenda items be given attention at this time, as the

13 public may wish to speak on those.

14
15 2. 670 De Tamble Avenue – Final Consideration of Landmark Nomination

16 Planner Markle offered a presentation:

- 17 • Summary
- 18 • Arthur Vetter House
- 19 • Tudor style
- 20 • Built in 1928
- 21 • Landmark Designation Process
- 22 • Previous Consideration
- 23 • Findings of Fact
- 24 • Landmark Criteria
- 25 • Recommendation

26
27 Commissioner Greenbaum moved that this meets Criteria 1, 3, 4, & 6; has sufficient integrity of design; and

28 recommends City Council adopt a Landmark Designation Ordinance. Commissioner Gonka seconded the

29 motion.

30
31 On a roll call vote

32 Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines,

33 & Portman

34 Voting Nay: None

35
36 Staff declared that the motion passed unanimously.

37
38 3. 273 Sheridan Road – Final Consideration of Landmark Nomination

39 Planner Markle offered a presentation:

- 40 • Previous Consideration
- 41 • Marshall Johnson House
- 42 • Significant rating in the 2003 Braeside survey
- 43 • French Eclectic style
- 44 • Built in 1936
- 45 • Findings of Fact
- 46 • Landmark Criteria
- 47 • Additional Information

- architect is William Betts who designed 18 homes in Highland Park
- elevations of those homes were shown
- Recommendation

Commissioner Greenbaum moved that Criteria 1, 3, 4, 5, 6, & 7 are met. This house has sufficient integrity of design. The HPC wishes to adopt a Landmark Designation recommendation and the drafted Findings of Fact and Planning Report with new information about Marshall Johnson & William Betts added. Commissioner Gonka seconded the motion.

On a roll call vote

Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

Back to.....

1. 147 Central Avenue – Review of Written Report to the Plan & Design Commission regarding Planned Development

Chairperson Weeder reminded the HPC was discussing setbacks and reducing bulk.

Commissioner Ehrlich asked, and Planner Markle said the site plan was the only thing submitted. They stated the PDC is waiting for the HPC.

Mr. Bernstein said, as far as he knows, nothing's been designed for this property. He noted the potential buyer for Lot B has retained James Fraerman, Principal at Fraerman Associates Architecture, who is well versed on the HPC's view and the 14 standards. Fraerman has served on HPC in the past.

Final HPC comments.....

- Commissioner Pines summarized that setback and height information be added to the Staff Report.
- Commissioner Gonka maintained that 80' is not enough and said whatever is built shouldn't be taller than the existing house; side setback should be 100' from the proposed lot line.
- Commissioner Greenbaum maintains that a more restrictive front yard setback would maintain the Lot 1's view.
- Commissioner Ehrlich maintains that the HPC should not include conditions of approval in written report.
- Commissioner Pines believes that is excessive; 80' would meet the same objective.

Commissioner Pines moved to approve the written report presented by Staff with the changes:

- to increase the west side-yard setback to 80' for Lot 2
- require that the height of a new structure not exceed that of the Cornelius Field home

Commissioner Portman seconded the motion.

On a roll call vote

Voting Yea Chairperson Weeder; Commissioners Hartinger, Pines, & Portman

1 Voting Nay: Commissioners Ehrlich, Gonka, & Greenbaum

2
3 Planner Markle declared that the motion passed 4-3. Planner Markle advised they will attend the PDC
4 meeting.

5
6 Mr. Bernstein reminded HPC Commissioners cannot discuss this at the PDC meeting due to the Open
7 Meetings Act.

8
9 Councilmember Blumberg said speaking separately is contrary to what the HPC, as a whole, has put forth.

10
11 Back to.....

12
13 **APPROVAL OF MINUTES**

14 *Regular Meeting of the Historic Preservation Commission – March 12, 2026*

15
16 Commissioner Gonka expressed that the HPC did an incredible job on the motions at the last meeting.
17 Chairperson Weeder thanked Gale Cerabona, Recorder; Planner Markle, and Senior Planner Coleman for the
18 incredible job they've been doing.

19
20 Commissioner Gonka moved to approve the regular meeting minutes of March 12, 2026. Commissioner
21 Greenbaum seconded the motion.

22
23 On a voice vote

24 Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines,
25 & Portman

26 Voting Nay: None

27
28 Staff declared that the motion passed unanimously.

29
30 **DISCUSSION ITEMS**

31 1. 2026 Preservation Awards

32 Planner Markle reminded the event for the Preservation Awards is at the Willits House on May 7, 2026, at
33 6:30 p.m. They noted sparkling water is being provided. Snacks are welcome. Nominations are posted.
34 Judges made a decision on the winners. Chairperson Weeder offered to bring snacks.

35
36 **BUSINESS FROM THE PUBLIC**

37 There was no Business from the Public.

38
39 **OTHER BUSINESS**

40 1. Next Regular Meeting is Scheduled for May 14, 2026

41 It was noted the next regular HPC Meeting is scheduled for May 14, 2026.

42
43 **STAFF REPORT**

44 There was no Staff Report.

45
46 **ADJOURNMENT**

47 Commissioner Greenbaum moved to adjourn at 8:34 p.m. Commissioner Portman seconded the motion.

1 On a voice vote

2 Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines,
3 & Portman

4 Voting Nay: None

5
6 Staff declared that the motion passed unanimously.

7
8 Respectfully Submitted,

9
10
11 Gale Cerabona
12 Recorder

13
14 **MINUTES OF A REGULAR MEETING ON MARCH 12, 2026, WERE APPROVED WITHOUT CORRECTIONS.**

City of Highland Park

Ordinance No. _____

**An Ordinance Designating the Property at
273 Sheridan Road a Local Landmark**

WHEREAS, Barry and Kimberly Schliesmann (collectively, the "**Owner**") are the record title owners of that certain real property commonly known 273 Sheridan Road, Highland Park, Illinois, and legally described in **Exhibit A** attached to and, by this reference made a part of, this Ordinance ("**Property**"); and

WHEREAS, the Property was originally the residence of, and owned by, Marshall Liston Johnson; and

WHEREAS, Marshall Liston Johnson is found to have significantly contributed to the development of the City; and

WHEREAS, the Property's landscape was designed by notable landscape architect Marshall Liston Johnson and the single-family structure on the Property ("**Structure**") was designed by notable architect William Betts; and

WHEREAS, the Structure exemplifies the French Eclectic style, possesses historically significant design details, and exhibits a high level of craftsmanship; and

WHEREAS, on February 11, 2026, pursuant to Section 24.025(A) of "The Highland Park Code of 1968," as amended ("**City Code**"), the Owner submitted a written nomination to the Chair of the Historic Preservation Commission of the City ("**Commission**") to designate the Property as a landmark; and

WHEREAS, pursuant to Section 24.025(B)(1) of the City Code, a public meeting of the Commission to consider preliminary landmark designation of the Property was held on March 12, 2026, notice of which meeting was delivered to the Owner on February 23, 2026; and

WHEREAS, on March 12, 2026, the Commission adopted Resolution No. 2026-004, recommending preliminary landmark designation of the Property pursuant to Section 24.025(B)(2) of the City Code; and

WHEREAS, on April 15, 2026, the Commission accepted the planning report prepared by the City Director of Community Development, pursuant to Section 24.025(C) of the City Code; and

WHEREAS, at a public meeting of the Commission held on April 15, 2026, the Commission voted to recommend approval of the proposed landmark designation of the Property, in accordance with Section 24.025(D) of the City Code; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City and its residents to designate the Property as a landmark;

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

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

SECTION TWO: FINDINGS. The City Council, having reviewed the findings, recommendations, and official record of the Commission, hereby finds as follows:

- A. The Property has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation, thereby satisfying the criterion for landmark designation set forth in Section 24.025(F)(2)(a) of the City Code;
- B. The Property demonstrates character, interest and value as part of the development, heritage, and cultural characteristics of the City, thereby satisfying the criterion for landmark designation set forth in Section 24.015(1) of the City Code;
- C. The Property is associated with a person who significantly contributed to the development of the City thereby satisfying the criterion for landmark designation set forth in Section 24.015(3) of the City Code;
- D. The Property embodies distinguishing characteristics of architectural and landscape styles valuable for the study of a period of time and historic methods of construction, thereby satisfying the criterion for landmark designation set forth in Section 24.015(4) of the City Code;
- E. The Property is identifiable as the work of a notable builder and notable landscape architect whose individual works have influenced the development of the City, thereby satisfying the criterion for landmark designation set forth in Section 24.015(5) of the City Code;
- F. The Property embodies elements of design, detailing, craftsmanship and materials that render it architecturally, visually, aesthetically and culturally significant, thereby satisfying the criterion for landmark designation set forth in Section 24.015(6) of the City Code; and
- G. The Property possesses singular physical and aesthetic characteristics that make it an established visual feature thereby satisfying the criterion for landmark designation set forth in Section 24.015(7) of the City Code.

SECTION THREE: LANDMARK DESIGNATION. In accordance with, and pursuant to, Section 24.025(F)(2) of the City Code, the City Council hereby designates the Property as a landmark.

SECTION FOUR: RECORDATION; BINDING EFFECT. The City Clerk is hereby directed to record a copy of this Ordinance with the Recording Division of the Lake County Clerk's Office. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and be binding upon, the Owner and each of their heirs, representatives, successors, and assigns.

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

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

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

PUBLISHED IN PAMPHLET FORM:

ORDINANCE NO.

Nancy R. Rotering, Mayor

ATTEST:

Ghida Neukirch, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1 IN HILL AND STONE'S RAVINE VIEW SUBDIVISION IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 31, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED JANUARY 24, 1923 AS DOCUMENT 280135 IN BOOK "L" OF PLATS, PAGE 60, IN LAKE COUNTY, ILLINOIS.

DRAFT