City of Highland Park

City Council Meeting
Regular Rescheduled
City Hall
1707 St Johns Avenue,
Highland Park, Il 60035
May 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 website.

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

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Approval of Minutes

A. Approval of the Minutes of the Regular Meeting of the City Council Held on May 11, 2026

B. Approval of the Minutes of the Closed Session of the Regular Meeting of the City Council Held on May 11, 2026

V. Approval of Warrant List

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

VI. Report of Mayor

A. Proclamations

- Recognizing June 2026 as LGBTQ+ Pride Month
- Recognizing June as Immigrant Heritage Month

B. Other Business

- Cancer Survivor Beauty & Support Day on June 2, 2026
- June is Gun Violence Awareness Month #Wear Orange
- Recognizing Responsibility in Firearms Legislation (RIFL) Act

VII. Business from the Council

VIII. Business from City Staff

A. Overview of Leaf Blower Regulations

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

X. Omnibus

Administration

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

1. A Resolution in Support of The Responsibility in Firearm Legislation (RIFL) Act (HB 3320/SB 2279)

2. A Resolution entering into an Exterior Improvement Grant for Magic Vision LLC (d/b/a Highland Bar & Kitchen)

3. A Resolution entering into an Exterior Improvement Grant for Twinkle Twinkle Little North LLC (d/b/a Twinkle Twinkle Little One)

4. A Resolution entering into an Exterior Improvement Grant for Taylor Reese, LTD (d/b/a Taylor Reese Salon)

5. A Resolution entering into an Exterior Improvement Grant for Legend of Time Inc. (d/b/a Legend of Time)

Public Works

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

6. A Resolution Approving Award of the First Street Parking Garage Repair Project Contract to Golf Acquisition Group, LLC., of Hammond, Indiana

7. A Resolution Approving the Award of the Lead Service Line Replacement Project (Phase II) Contract to Trine Construction Corporation of St. Charles, Illinois

8. A Resolution Approving a Local Public Agency Agreement with the Illinois Department of Transportation for the Sheridan Road Sidewalk Project

9. A Resolution Approving the Award of the Hydrant Flushing Contract to M.E.

Simpson Company, Inc. of Valparaiso, Indiana

XI. Items Removed From Omnibus Vote Consideration

XII. Other Business

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

A. A Resolution Ratifying a Minor Amendment to Planned Development for 418 Sheridan Road (Ravinia Festival Association).

B. A Resolution Approving a Special License Agreement with Ravinia Festival Association

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

C. An Ordinance Authorizing and Directing the Acquisition of Temporary Construction Easements Through Condemnation for the Judson Avenue Bridge Project

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

D. Consideration of a Special Use Permit in the Nature of a Preliminary and Final Planned Development with Modifications from City Code; and a Plat of Re-Subdivision, with Variances from City Code (147 Central Ave.)

XIII. Closed Session

XIV. Adjournment

Staff Report

Meeting Date: May 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 May 11, 2026

Recommendation:
For the City Council's approval are the minutes of the Regular Meeting of the City Council held on May 11, 2026.

Attachments:
1. MIN CC 5-11-2026

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

MEETING DATE: May 11, 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, Lidawer, Blumberg

Absent: Councilmember Tapia

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, Commander Curran, Assistant to the City Manager Palbitska

Also Present: Corporation Counsel Elrod, Assistant Corporation Counsel Martinez

III. Pledge of Allegiance

IV. Approval of Minutes

A. Approval of the Minutes of the Regular Meeting of the City Council Held on April 27, 2026

B. Approval of the Minutes of the Closed Session of the Regular Meeting of the City Council on April 27, 2026

Councilmember Lidawer moved to approve the Minutes of the Regular Meeting of the City Council Held on April 27, 2026 and the Minutes of the Closed Session of the Regular Meeting of the City Council on April 27, 2026. Councilmember Blumberg seconded the motion. Upon a voice vote, the Mayor declared the motion Passed (6 - 0).

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

V. Approval of Warrant List

A. Warrant List and Wire Transfers from April 17, 2026 to April 30, 2026.

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

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

VI. Report of Mayor

A. **Proclamations**

May is Historic Preservation Month
Mayor Rotering proclaimed May as Historic Preservation Month.

In Support of Monarch Butterflies
Mayor Rotering proclaimed the City's commitment to the Mayors' Monarch Pledge.

B. **Other Business**
2026 Historic Preservation Award Winners
Mayor Rotering introduced the 2026 Historic Preservation Award Winners.

Community Development Director Fontane gave a presentation highlighting work done at 818 Hill Street and Ravinia Elementary School, the 2026 Historic Preservation Award Winners.

Art Kessler, NSSD 112 Board President, provided comments regarding the work that was completed.

Tom Hiller, owner of 818 Hill Street, thanked the community for their support and the work completed by Planner Markle.

May is Asian American Native Hawaiian and Pacific Islander Heritage Month

Mayor Rotering recognized May as Asian American Native Hawaiian and Pacific Islander Heritage Month.

VII. Business from the Council

A. Human Relations Advisory Group Report - Councilmember Lidawer
Councilmember Lidawer provided an update on the work that has been completed by the Human Relations Advisory Group.

B. Historic Preservation Commission Report - Councilmember Blumberg
Councilmember Blumberg provided an update on the work that has been completed by the Historic Preservation Commission.

VIII. Business from City Staff

City Manager Neukirch provided information regarding upcoming public meetings. She highlighted items on the omnibus agenda and noted that items B & C under Other Business are to be postponed to a future meeting based on recommended amendments from Ravinia Festival. She provided an update as it relates to 445 Central Avenue.

City Manager Neukirch provided an update regarding the status of the tenets of the amended redevelopment agreement for 445 Central Avenue. Discussion ensued with Council on the efforts by ownership to lease the site.

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 for Business from the Public.

Frank Sam Rice, Highland Park resident, voiced concerns regarding recurring problems he is experiencing at his residence; seeking assistance from the City.

Manager Neukirch provided further background and actions the City has taken to address Mr. Rice's concerns.

Renee Bova, Highland Park resident, discussed concerns with interference in her personal affairs and her desire to move out of Highland Park.

X. Omnibus

Councilmember Blumberg moved to approve items 1-7 by omnibus vote consideration. Councilmember Lidawer seconded the motion. Upon a roll call vote, the Mayor declared the motion Passed (6 - 0).

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

Administration

1. Adoption of a Resolution (R56-2026) by omnibus vote consideration titled, “A Resolution Approving a Policy Concerning Electronic Attendance at Meetings”.

Finance

2. Adoption of a Resolution (R57-2026) by omnibus vote consideration titled, “A Resolution Waiving the Formal Bidding Requirements of the City’s Purchasing Manual and Approving the Purchase of AirTable Licenses from AirTable.com of San Francisco, CA”.

3. Adoption of a Resolution (R58-2026) by omnibus vote consideration titled, “A Resolution Approving a Contract with Dell Marketing, L.P., of Round Rock Texas for the Purchase of Notebook and Desktop Computers”.

4. Adoption of a Resolution (R59-2026) by omnibus vote consideration titled, "A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving the Purchase of Phone Services from Infobip Voice, Inc., of Jersey City, New Jersey".

5. Adoption of an Ordinance (O18-2026) by omnibus vote consideration titled, "An Ordinance Amending the Annual Budget of the City of Highland Park, County of Lake, State of Illinois, for the Fiscal Year Beginning January 1, 2026 and ending December 31, 2026 related to Projects and Expenditures in Multiple Funds".

Public Works

6. Adoption of a Resolution (R60-2026) by omnibus vote consideration titled, "A Resolution Approving Award of the Rock Salt Purchase Contract to Compass Minerals America Inc., of Overland Park, Kansas".

7. Adoption of an Ordinance (O19-2026) by omnibus vote consideration titled, "An Ordinance Approving the Disposal of a Surplus Vehicle and Award Purchase of a 2026 Chevrolet Equinox EV Through the Sourcewell Purchasing Cooperative".

XI. Other Business

A. Adoption of an Ordinance (O20-2026) titled, "An Ordinance Designating the Property at 670 De Tamble Avenue a Local Landmark"

Councilmember Lidawer moved to approve an Ordinance Designating the Property at 670 De Tamble Avenue a Local Landmark. Councilmember Blumberg seconded the motion. Upon a roll call vote, the Mayor declared the motion Passed (6 - 0).

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

B. A Resolution Ratifying a Minor Amendment to Planned Development for 418 Sheridan Road

Councilmember Lidawer moved to postpone a Resolution Ratifying a Minor Amendment to the Planned Development for 418 Sheridan Road to the May 27, 2026 City Council meeting. Councilmember Ross seconded the motion. Upon a voice vote, the Mayor declared the motion Passed (6 - 0).

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

C. A Resolution Approving a Special License Agreement with Ravinia Festival Association
Staff recommended this item be postponed to the May 27, 2026 City Council meeting.

The Council was in consensus to postpone.

XII. Closed Session

Councilmember Blumberg 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) litigation (5 ILCS 120/2(c)(11). Councilmember Lidawer seconded the motion. On a roll call vote, the Mayor declared the motion passed unanimously.

At 8:22 PM, the Council recessed the public portion of the meeting to meet in Closed Session.

At 9:01 PM, Mayor Rotering reconvened the open session of the City Council meeting.

Present:	Mayor Rotering, Councilmembers Center, Bruckman, Ross, Lidawer, Blumberg
Absent:	Councilmember Tapia
Staff Present:	City Manager Neukirch, Assistant to the City Manager Palbitska
Also Present:	Corporation Counsel Elrod, Assistant Corporation Counsel Martinez

XIII. Adjournment

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

The City Council adjourned its meeting at 9:01 PM.

Respectfully Submitted,

Ashley Palbitska
Assistant to the City Manager/Deputy City Clerk

Staff Report

Meeting Date: May 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 Held on May 11, 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 May 11, 2026.

Attachments:
1. MIN CCCS 5-11-2026

Staff Report

Meeting Date: May 27, 2026

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

Department: Finance Department

Title: Warrant List and Wire Transfers from May 01, 2026 to May 15, 2026.

Recommendation:
Staff recommends approval of the warrant list and wire transfers for May 01, 2026 to May 15, 2026 in the amounts of $2,502,763.20 and $983,302.28 respectively, for total disbursement of $3,486,065.48.

	Dates	Amount
Warrants:		
Warrant List 1 (Detail Attached)	May 01, 2026 - May 06, 2026	$221,062.05
Warrant List 2 (Detail Attached)	May 07, 2026 - May 15, 2026	$1,090,416.99
Subtotal Warrants (Detail Attached)		**$1,311,479.04**
Payroll	Pay Period: April 13, 2026 - April 26, 2026 Check Date: May 01, 2026	**$1,191,284.16**
Total Warrants & Payroll		**$2,502,763.20**
IMRF Retirement Fund	May 7, 2026	$134,174.23
CCMSI Workers Comp Claims	May 4, 2026	$999.43
CCMSI Workers Comp Claims	May 11, 2026	$999.43
IEPA Debt Service Payment	May 13, 2026	$159,273.78
United Parcel Service	May 15, 2026	$14.46
IPBC Medical/Dental Premium	May 1, 2026	$660,787.43
West Government Services	May 6, 2026	$610.79
Williams Scotsman	May 15, 2026	$168.00
Baker Tilly Audit Fieldwork	May 15, 2026	$3,000.00
J.P. Morgan Chase Commercial Card	May 6, 2026	$23,039.53
J.P. Morgan Chase Visa Costco Card	May 15, 2026	$235.20
Total Wires		**$983,302.28**
Total Submitted for Approval		**$3,486,065.48**

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 May 01, 2026 to May 15, 2026. PDF

Bank code : aphpbt

Warrant	Date	Vendor		Invoice	PO #	Description/Account	Amount
296596	5/6/2026	039117	IRA SUSSMAN	Ref000290271		UB Refund 550 Sheridan Rd.	66.49
						Total :	**66.49**

1 Vouchers for bank code : aphpbt — **Bank total :** **66.49**

1 Vouchers in this report — **Total vouchers :** **66.49**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422188	05/06/26	6066	ABC PRINTING	46200	20260548	OFFICE SUPPLIES	FIN	$330.04
				46202	20260548	OFFICE SUPPLIES	FIN	$757.47
				46203	20260548	OFFICE SUPPLIES	FIN	$345.04
							Total	**$1,432.55**
422189	05/06/26	33449	ADVOCATE OCCUPATIONAL HEALTH	46198	20261048	PRE-EMPLOYMENT DRUG SCREENS MED	HLTH	$667.00
							Total	**$667.00**
422190	05/06/26	14419	AIR ONE EQUIPMENT	46166	20261135	SUPPLIES	FD	$425.00
							Total	**$425.00**
422191	05/06/26	1610	ARTHUR WEILER	46132	20261294	PARKWAY TREES	FORST	$15,410.00
				46133	20261294	PARKWAY TREES	FORST	$1,775.00
							Total	**$17,185.00**
422192	05/06/26	34391	B & F CONSTRUCTION	46157	20260448	R - PLAN REVIEW SERVICES	PLAN	$4,874.95
							Total	**$4,874.95**
422193	05/06/26	28801	BOUND TREE MEDICAL	46167	20261432	EMS SUPPLIES	FD	$409.22
							Total	**$409.22**
422194	05/06/26	18105	CDW GOVERNMENT	46174	20261130	SUPPLIES GETAC RUGGED KEYBOARD	CS	$918.56
				46175	20261679	PRO LICENSING ADOBE ACROBAT	CS	$174.64
							Total	**$1,093.20**
422195	05/06/26	39085	CHC WELLNESS	46178	20260447	CHC PORTAL FEE	HLTH	$2,028.00
				46179	20261061	WELLNESS MANAGEMENT FEE ANNUAL	HLTH	$3,185.00
							Total	**$5,213.00**
422196	05/06/26	23349	CINTAS #22	46116	20260001	UNIFORM RENTAL	WP	$72.62
							Total	**$72.62**
422197	05/06/26	23349		46107	20260237	UNIFORM RENTAL	FLEET	$100.02
				46108	20260195	UNIFORM RENTAL	TRNST	$16.36
				46109	20260400	UNIFORM RENTAL	FACIL	$31.18
				46110	20260417	UNIFORM RENTAL	SEWER	$84.97
				46112	20260365	UNIFORM RENTAL	SEWER	$95.82
				46114	20260366	UNIFORM RENTAL	SEWER	$77.02
				46168	20260158	UNIFORM RENTAL	FD	$13.35
							Total	**$418.72**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422198	05/06/26	14137	CIVILTECH ENGINEERING	46163	20261325	FLOOD PLAIN ASSESSMENT PROJECT	ENG	$1,951.14
				46164	20260644	UTILITY FEE	ENG	$2,621.36
							Total	**$4,572.50**
422199	05/06/26	21962	CLASSIC TOYOTA	46146	20260223	PARTS	FLEET	$238.12
							Total	**$238.12**
422200	05/06/26	33260	CONSTELLATION	46135	20260300	NATURAL GAS	WP	$4,266.47
							Total	**$4,266.47**
422201	05/06/26	233	CRAFTWOOD LUMBER	46134	20260227	SUPPLIES	STR	$25.98
							Total	**$25.98**
422202	05/06/26	36267	CROWN TROPHY	46211	20261707	TROPY BRASS PLAQUES MOSAIC ART	HLTH	$32.00
							Total	**$32.00**
422203	05/06/26	31966	EMILY TAUB	46182	20260586	R - NATIONAL PELRA EXPENSES	CMO	$1,985.55
							Total	**$1,985.55**
422204	05/06/26	40357	ESCH CONSTRUCTION	46098	20261523	REPAIRS	FLEET	$415.37
							Total	**$415.37**
422205	05/06/26	15351	FIRE SERVICE	46171	20261628	SUPPLIES	FD	$1,574.98
							Total	**$1,574.98**
422206	05/06/26	36284	FLUID AIRE DYNAMICS	46119	20260955	SUPPLIES	WP	$1,291.08
				46120	20260955	SUPPLIES	WP	$1,291.08
							Total	**$2,582.16**
422207	05/06/26	39037	GAGE MARINE	46199	20260729	R - EXCURSIONS LAKE GENEVA CRUISE LUNCH	SNR	$1,417.80
							Total	**$1,417.80**
422208	05/06/26	40019	GENUINE PARTS	46103	20260675	PARTS	FLEET	$172.37
				46104	20260675	PARTS	FLEET	$295.26
				46105	20260675	PARTS	FLEET	$60.38
				46106	20260261	R - PARTS SUPPLIES PACE BUS	TRNST	$714.50
				46149	20260675	PARTS	FLEET	$58.11
				46150	20260484	SUPPLIES OIL FLUID	FLEET	($4.50)
				46205	20261313	SUPPLIES	FD	$7.08
							Total	**$1,303.20**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422209	05/06/26	33127	GHIDA S NEUKIRCH	46159	20261677	R - CM MENTOR MEETING	CMO	$30.61
				46160	20261697	R - CM STAFF MEETING	CMO	$42.56
							Total	**$73.17**
422210	05/06/26	35168	GZA ILLINOIS	46165	20260645	PROSPECT AVE BLUFF	ENG	$6,066.25
							Total	**$6,066.25**
422211	05/06/26	1326	HIGHLAND PARK FORD	46090	20260248	PARTS	FLEET	$240.79
							Total	**$240.79**
422212	05/06/26	40020	ICE-KOLD	46154	20261582	R - SERVICES	TRNST	$450.00
				46155	20261682	R - SERVICES	TRNST	$44.43
							Total	**$494.43**
422213	05/06/26	40422	JASON ROSHEISEN	46113	20261692	VOLUNTARY SEWER LATERAL COST SHARE	SEWER	$1,260.00
							Total	**$1,260.00**
422214	05/06/26	38152	JEFFREY WILMOT	46183	20261551	R - TUITION REIMBURSEMENT	HLTH	$807.20
							Total	**$807.20**
422215	05/06/26	39619	JOSE MORENO	46127	20261685	R - PER DIEM IRSP	STR	$115.00
							Total	**$115.00**
422216	05/06/26	39023	JUSTIFACTS CREDENTIAL	46180	20260967	BACKGROUND CHECKS ANNUAL	HLTH	$2,447.78
							Total	**$2,447.78**
422217	05/06/26	39360	KEITH MILLER	46204	20261719	R - REIMBURSEMENT HOTEL MILEAGE	SEWER	$908.61
							Total	**$908.61**
422218	05/06/26	33244	KEVIN ROBERTS	46212	20261550	R - TUITION REIMBURSEMENT	HLTH	$1,923.00
				46213	20261246	R - TUITION REIMBURSEMENT	HLTH	$1,923.00
							Total	**$3,846.00**
422219	05/06/26	39145	KRIS FANKE JR	46101	20261666	R - TOOL ALLOWANCE	TRNST	$215.42
				46102	20260171	TOOL ALLOWANCE	FLEET	$38.02
				46144	20261694	TOOL ALLOWANCE	FLEET	$143.50
							Total	**$396.94**
422220	05/06/26	11901	LAKE COUNTY HOSE	46099	20260318	PARTS	FLEET	$163.14
				46100	20260318	PARTS	FLEET	$207.20
				46151	20260318	PARTS	FLEET	$396.45
							Total	**$766.79**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422221	05/06/26	905	LALUZERNE & SMITH	46210	20260299	LEGAL SERVICES	LEGL	$4,604.00
							Total	**$4,604.00**
422222	05/06/26	38916	ACER TREE SERVICE	46131	20260468	TREE MAINTENANCE	FORST	$202.91
							Total	**$202.91**
422223	05/06/26	34512	LIFE RHYTHMS	46195	20260680	SSA - 17 LIFE RHYTHMS MUSIC PROGRAM	CMO	$9,000.00
							Total	**$9,000.00**
422224	05/06/26	3546	M.E. SIMPSON	46123	20261378	WATER METER TESTING SERVICES	WTRDS	$2,850.00
							Total	**$2,850.00**
422225	05/06/26	40418	MARCOS BARCENAS	46128	20261687	R - PER DIEM IRSP	STR	$115.00
							Total	**$115.00**
422226	05/06/26	40419	MARY BACCI	46111	20261693	VOLUNTARY SEWER LATERAL COST SHARE	SEWER	$1,260.00
							Total	**$1,260.00**
422227	05/06/26	33302	MATTHEW GRASSO	46176	20261553	R - TUITION REIMBURSEMENT	HLTH	$869.00
							Total	**$869.00**
422228	05/06/26	3027	MCMASTER-CARR	46184	20260343	SUPPLIES TAMPER PROOF KEY RINGS	PD	$82.76
							Total	**$82.76**
422229	05/06/26	697	MENONI MOCOGNI	46140	20261124	MATERIAL HAULING	STR	$8,468.21
							Total	**$8,468.21**
422230	05/06/26	17623	MUNICIPAL GIS PARTNERS	46091	20260469	GIS SERVICES PROGRAM STAFFING	PW	$18,703.30
							Total	**$18,703.30**
422231	05/06/26	22886	MIDWEST MOTOR	46186	20260342	SHOP SUPPLIES	PD	$82.40
							Total	**$82.40**
422232	05/06/26	39000	MORENO LANDSCAPE	46156	20261347	HOLIDAY LIGHTING	FORST	$25,200.00
							Total	**$25,200.00**
422233	05/06/26	29974	MORTON SALT	46189	20260266	LAKE COUNTY IDOT ROCK SALT	STR	$1,959.82
							Total	**$1,959.82**
422234	05/06/26	749	MUTUAL ACE HARDWARE	46094	20260011	SUPPLIES	FORST	$274.23
				46137	20260228	SUPPLIES	STR	$48.54
				46141	20260011	SUPPLIES	FORST	$24.90
				46201	20260011	SUPPLIES	FORST	$52.60
							Total	**$400.27**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422235	05/06/26	759	NATIONAL BAND	46173	20260547	DOG TAGS	FIN	$712.67
							Total	**$712.67**
422236	05/06/26	36922	NORTH SHORE AUTO SPA	46148	20260181	DETAIL SPA SERVICES	FLEET	$10.00
							Total	**$10.00**
422237	05/06/26	34829	ENDEAVOR HEALTH MEDICAL	46170	20261354	EDUCATION TRAINING	FD	$2,860.00
							Total	**$2,860.00**
422238	05/06/26	2	PETER BAKER	46136	20260265	ASPHALT	STR	$475.52
				46190	20260265	ASPHALT	STR	$131.20
							Total	**$606.72**
422239	05/06/26	29621	PROMOS 911	46172	20261194	PUBLIC EDUCATION SUPPLIES	FD	$292.54
							Total	**$292.54**
422240	05/06/26	37036	RANDY ABBOTT	46095	20261688	R - CDL RENEWAL REIMBURSEMENT	STR	$61.35
							Total	**$61.35**
422241	05/06/26	34396	RIPPLE PUBLIC RELATIONS	46196	20260998	EVENT RETAINER ENJOYHP	CMO	$8,409.09
				46197	20261675	EVENTS OKTOBERFEST ALPINE THUNDER	CMO	$5,000.00
							Total	**$13,409.09**
422242	05/06/26	37468	RLB HYDRAULIC	46096	20260256	REPAIRS	FLEET	$572.15
							Total	**$572.15**
422243	05/06/26	36926	ROBERT PLUTA	46206	20261718	R - REIMBURSEMENT HOTEL	SEWER	$710.00
							Total	**$710.00**
422244	05/06/26	34792	ROBINSON ENGINEERING	46093	20261419	LSLR PROJECT 2 DESIGN	WTRDS	$12,000.00
							Total	**$12,000.00**
422245	05/06/26	25207	RUSH TRUCK CENTER	46097	20261099	PARTS	FLEET	$195.60
							Total	**$195.60**
422246	05/06/26	38387	SALVATORE CITRANO	46126	20261684	R - TRAINING	SEWER	$40.00
							Total	**$40.00**
422247	05/06/26	38344	SCOTT PRANER	46129	20261686	R - PER DIEM IRSP	STR	$115.00
							Total	**$115.00**
422248	05/06/26	11611	SDS HOLDINGS	46115	20260262	UNIFORM SUPPLIES	STR	$107.89
				46124	20260146	UNIFORM SUPPLIES	WP	$300.00
				46138	20260220	SUPPLIES CLOTHING	FLEET	$300.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$707.89**
422249	05/06/26	18887	SE-INC	46158	20260835	ENJOYHP EVENT SERVICES	CMO	$750.00
							Total	**$750.00**
422250	05/06/26	1448	SECRETARY STATE VEHICLE	46207	20261730	TITLE REGISTRATION	PD	$173.00
							Total	**$173.00**
422251	05/06/26	1448		46208	20261730	TITLE REGISTRATION	PD	$173.00
							Total	**$173.00**
422252	05/06/26	40321	SJ FLYNN PUBLIC RELATOR	46161	20261221	SSA - 17 JUNIPR RETAINER	CMO	$4,100.00
							Total	**$4,100.00**
422253	05/06/26	39494	STANARD	46181	20261698	PD PSYCH ASSESSMENTS	HLTH	$550.00
							Total	**$550.00**
422254	05/06/26	40084	SWA GROUP	46177	20260780	PROJECT PLACE REMEMBRANCE DESIGN	CMO	$10,700.00
							Total	**$10,700.00**
422255	05/06/26	35692	TERRI ARGENTAR	46187	20260736	R - CLASSES CANASTA	SNR	$1,120.00
							Total	**$1,120.00**
422256	05/06/26	34926	TKG ENVIRONMENTAL	46130	20261302	STREET SWEEPING	STR	$600.00
							Total	**$600.00**
422257	05/06/26	38612	TLF*FLORAL GARDENS	46209	20261459	SYMPATHY FLOWERS	CMO	$94.95
							Total	**$94.95**
422258	05/06/26	33537	TRANSIT HOLDING	46152	20261696	R - PARTS	TRNST	$147.90
				46153	20261518	R - PARTS	TRNST	$1,108.52
							Total	**$1,256.42**
422259	05/06/26	1599	US POSTMASTER	46162	20260925	POSTAGE THE HIGHLANDER 2026	CMO	$3,166.66
							Total	**$3,166.66**
422260	05/06/26	31841	USIC LOCATING	46191	20260621	UTILITY LOCATES	WTRDS	$1,885.36
				46192	20260789	UTILITY LOCATES	WTRDS	$13,478.96
							Total	**$15,364.32**
422261	05/06/26	38898	VERIZON	46143	20260281	GPS SERVICES	FLEET	$783.02
							Total	**$783.02**
422262	05/06/26	34101	VIKING CHEMICAL	46188	20261646	CHEMICAL SUPPLIES	WP	$4,040.82

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$4,040.82**
422263	05/06/26	39435	VISTRA	46117	20260014	ELECTRICITY	WP	$3,562.32
				46118	20260014	ELECTRICITY	WP	$471.33
							Total	**$4,033.65**
422264	05/06/26	38896	WEX BANK	46142	20261240	WEX FUEL CARDS	FLEET	$277.62
							Total	**$277.62**
422265	05/06/26	34483	ZORO TOOLS	46121	20260149	SUPPLIES	WP	$58.97
				46122	20260149	SUPPLIES	WP	$34.10
							Total	**$93.07**
							Total	**$220,995.56**

Warrant List
City of Highland Park

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
711	05/06/26	32860	JPMORGAN MASTERCARD	46194		APRIL 2026 CREDIT CARD	FIN	$23,039.53
							Total	**$23,039.53**
712	05/06/26	30071	WEST GOVERNMENT SERVICES	46185	20260124	CLEAR INVESTIGATIVE SOFTWARE	PD	$610.79
							Total	**$610.79**
							Total	**$23,650.32**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422266	05/15/26	38352	ADVANCED CLEANING	46228	20260783	JANITORIAL SERVICES	FACIL	$11,594.91
							Total	**$11,594.91**
422267	05/15/26	38724	ADVANCED LUBRICATION	46285	20261241	SUPPLIES	WP	$1,173.51
							Total	**$1,173.51**
422268	05/15/26	33449	ADVOCATE	46247	20260202	R - MEDICAL SERVICES PACE	TRNST	$246.00
				46249	20261403	R - MEDICAL SERVICES RAVINIA OPS	TRNST	$672.00
							Total	**$918.00**
422269	05/15/26	34146	ALLDATA	46245	20260208	SOFTWARE SERVICES	FLEET	$1,500.00
							Total	**$1,500.00**
422270	05/15/26	18636	AMERICAN CHEMICAL SOCIETY	46284	20260056	MEMBERSHIP DUES	WP	$195.00
							Total	**$195.00**
422271	05/15/26	26996	ANDERSON LOCK	46232	20260418	LOCKSMITH	FACIL	$94.00
							Total	**$94.00**
422272	05/15/26	45	RENTOKIL	46233	20260407	PEST CONTROL	FACIL	$395.03
							Total	**$395.03**
422273	05/15/26	39836	ANDREW BEVERLY	46431	20260885	R - TUITION REIMBURSEMENT	HLTH	$892.90
							Total	**$892.90**
422274	05/15/26	38917	ANTARCTIC MECHANICAL	46229	20260459	LIFE SAFETY REPAIR	FACIL	$546.00
				46230	20260459	LIFE SAFETY REPAIR	FACIL	$438.00
				46231	20260459	LIFE SAFETY REPAIR	FACIL	$1,292.00
							Total	**$2,276.00**
422275	05/15/26	30309	ARLINGTON POWER	46314	20260225	REPAIR SERVICES	FLEET	$51.82
							Total	**$51.82**
422276	05/15/26	34391	B & F CONSTRUCTION CODE	46394	20260435	INSPECTION SERVICES	PLAN	$4,728.15
							Total	**$4,728.15**
422277	05/15/26	5885	BAXTER WOODMAN	46395	20260455	R - PLAN REVIEW SERVICES	PLAN	$535.00
				46396	20260455	R - PLAN REVIEW SERVICES	PLAN	$535.00
				46397	20260455	R - PLAN TRAFFIC REVIEWS	PLAN	$535.00
				46398	20260455	R - PLAN REVIEW SERVICES	PLAN	$1,070.00
							Total	**$2,675.00**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422278	05/15/26	38382	BLUEBEAM	46459	20261806	PLATFORM BLUEBEAM	ENG	$6,600.00
							Total	**$6,600.00**
422279	05/15/26	35653	BRAY SALES-MIDWEST	46286	20261640	SUPPLIES	WP	$2,336.51
							Total	**$2,336.51**
422280	05/15/26	20914	BROADWAY IN CHICAGO	46438	20260732	R - EXCURSIONS JULIET	SNR	$6,520.00
							Total	**$6,520.00**
422281	05/15/26	29404	CCMSI	46428	20260831	PROPERTY CASUALTY DEDUCTIBLES	FIN	$4,828.00
							Total	**$4,828.00**
422282	05/15/26	20692	CHICAGO SHAKESPERE THEATER	46440	20260730	R - EXCURSIONS - BROKEBACK MOUNTAIN	SNR	$1,492.50
							Total	**$1,492.50**
422283	05/15/26	33433	CHRISTOPHER B. BURKE ENGINEERING	46411	20261059	BIANNUAL BRIDGE INSPECT	ENG	$4,732.50
							Total	**$4,732.50**
422284	05/15/26	33433		46299	20261065	ENG SERVICE	FACIL	$8,454.50
							Total	**$8,454.50**
422285	05/15/26	23349	CINTAS #22	46287	20260001	UNIFORM RENTAL	WP	$65.69
							Total	**$65.69**
422286	05/15/26	23349		46303	20260237	UNIFORM RENTAL	FLEET	$100.02
				46304	20260195	UNIFORM RENTAL	TRNST	$16.36
				46305	20260400	UNIFORM RENTAL	FACIL	$31.18
				46306	20260417	UNIFORM RENTAL	SEWER	$84.97
				46307	20260365	UNIFORM RENTAL	SEWER	$95.82
				46308	20260366	UNIFORM RENTAL	SEWER	$77.02
				46377	20260048	UNIFORM RENTAL	PD	$12.40
				46390	20260048	UNIFORM RENTAL	PD	$6.70
				46391	20260158	UNIFORM RENTAL	FD	$7.65
							Total	**$432.12**
422287	05/15/26	2020	CIORBA GROUP	46412	20260658	PED BRIDGE OVER 41	ENG	$21,603.51
				46413	20260670	SHERIDAN RD SIDEWALK	ENG	$3,528.20
				46414	20260535	SHERIDAN	ENG	$1,646.70
				46415	20260646	RT 41 WM LINING	ENG	$3,781.02

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$30,559.43**
422288	05/15/26	14137	CIVILTECH ENGINEERING	46347	20260453	R - PLAN TRAFFIC REVIEWS	PLAN	$1,384.60
							Total	**$1,384.60**
422289	05/15/26	21962	CLASSIC TOYOTA	46315	20260223	PARTS	FLEET	$258.12
							Total	**$258.12**
422290	05/15/26	26496	COMCAST CABLE	46375	20260049	MONTHLY CONVERTER BOXES	PD	$42.29
							Total	**$42.29**
422291	05/15/26	35430	COMMONWEALTH EDISON	1840235		SRVS @ CENTRAL AVE SHERIDAN	FIN	$35.14
				1840433		SRVS @ SECOND ST CENTRAL	FIN	$35.14
				1840635		SRVS @ 500 HAZEL AVE	FIN	$39.87
				1840837		SRVS @ 777 N ST JOHNS AVE	FIN	$49.01
				1900930		SRVS @ 1E SHERIDAN PARK AVE	FIN	$79.13
							Total	**$238.29**
422292	05/15/26	34342	COMMUNITY PARTNERS AFFORDABLE HOUSING	46407	20261272	GRANT HTF OPERATING CPAH	PLAN	$27,750.00
							Total	**$27,750.00**
422293	05/15/26	233	CRAFTWOOD LUMBER	46223	20260227	SUPPLIES	STR	$16.99
				46234	20260401	SUPPLIES	FACIL	$19.04
				46235	20260401	SUPPLIES	FACIL	$7.35
				46236	20260401	SUPPLIES	FACIL	$23.98
				46237	20260401	SUPPLIES	FACIL	$114.91
				46238	20260401	SUPPLIES	FACIL	$20.41
				46239	20260401	SUPPLIES	FACIL	$69.21
				46240	20260401	SUPPLIES	FACIL	$34.66
				46241	20260401	SUPPLIES	FACIL	$13.68
				46370	20260227	SUPPLIES	STR	$104.90
				46372	20260227	SUPPLIES	STR	$169.90
							Total	**$595.03**
422294	05/15/26	37800	PS ITS SOCIAL	46457	20261821	CENTRAL NORTHERN BUSINESS FORUM ORDER	CMO	$420.00
				46458	20261821	CENTRAL NORTHERN BUSINESS FORUM ORDER	CMO	$278.00
							Total	**$698.00**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422295	05/15/26	40425	EDWIN L. KEMP III	46283	20261766	VOLUNTARY SEWER LATERAL COST SHARE	SEWER	$1,260.00
							Total	**$1,260.00**
422296	05/15/26	1120	EH WACHS	46318	20260244	PARTS	FLEET	$166.00
							Total	**$166.00**
422297	05/15/26	40018	ENSURITY MOBILE	46385	20261746	GPS TRACKER SERVICE	PD	$500.00
							Total	**$500.00**
422298	05/15/26	27418	ENVIRONMENTAL RESOURCE	46363	20261464	SUPPLIES	WP	$546.61
							Total	**$546.61**
422299	05/15/26	34351	EUROFINS EATON ANALYTICAL	46361	20260930	LAB SERVICES	WP	$35.25
				46417	20260930	LAB SERVICES	WP	$35.25
							Total	**$70.50**
422300	05/15/26	405	FEDEX	46348	20260428	SHIPPING FEES	PLAN	$60.09
							Total	**$60.09**
422301	05/15/26	35589	FERGUSON US HOLDINGS	46221	20260992	SUPPLIES	WTRDS	$6,720.00
				46222	20261507	SUPPLIES	WTRDS	$4,383.00
							Total	**$11,103.00**
422302	05/15/26	19204	PARAMEDIC SERVICES ILLINOIS	46399	20260452	R - PLAN REVIEW SERVICES	PLAN	$558.00
				46400	20260452	R - PLAN REVIEW SERVICES	PLAN	$1,280.00
				46401	20260452	R - PLAN REVIEW SERVICES	PLAN	$600.00
				46402	20260452	R - PLAN REVIEW SERVICES	PLAN	$980.00
				46403	20260452	R - PLAN REVIEW SERVICES	PLAN	$725.00
							Total	**$4,143.00**
422303	05/15/26	2034	G & O THERMAL	46288	20260032	SUPPLIES	WP	$28.29
							Total	**$28.29**
422304	05/15/26	23546	GALE CERABONA	46344	20260522	PDC MINUTE TAKER	PLAN	$265.00
				46345	20260438	HC MINUTE TAKER SERVICES	PLAN	$265.00
				46346	20260524	ZBA MINUTE TAKER	PLAN	$265.00
				46406	20260522	PDC - MINUTE TAKER	PLAN	$265.00
							Total	**$1,060.00**
422305	05/15/26	40019	GENUINE PARTS	46309	20260675	PARTS	FLEET	$135.87
				46310	20260675	PARTS	FLEET	$135.87

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				46311	20260675	PARTS	FLEET	$320.99
				46312	20260675	PARTS	FLEET	$6.38
				46313	20260675	PARTS	FLEET	$313.54
				46453	20260347	PARTS	PD	$31.25
							Total	**$943.90**
422306	05/15/26	13888	GORDON FLESCH	46430	20260603	MULTI FUNCTION COPIERS	CS	$1,351.70
							Total	**$1,351.70**
422307	05/15/26	22533	GRAINGER	46289	20260147	SUPPLIES	WP	$191.58
							Total	**$191.58**
422308	05/15/26	315	GREELEY HANSEN	46290	20261064	ENGINEERING SERVICES	WP	$3,932.82
							Total	**$3,932.82**
422309	05/15/26	20187	HAGG PRESS	46441	20261658	PRINTING	SNR	$4,764.00
							Total	**$4,764.00**
422310	05/15/26	35468	HAIGES MACHINERY	46274	20261453	REPAIR SERVICES	FACIL	$281.04
				46275	20261453	REPAIR SERVICES	FACIL	$305.00
							Total	**$586.04**
422311	05/15/26	39981	HAL EMALFARB	46214		R - AR - 1135 - 31142 REFUND RETIREMENT	FIN	$10.22
							Total	**$10.22**
422312	05/15/26	39981		46215		R - AR - 1135 - 31825 REFUND RETIREMENT	FIN	$10.22
							Total	**$10.22**
422313	05/15/26	39202	HARTWIG PLUMBING	46242	20261273	SUMP PUMP REPLACEMENT	FACIL	$15,685.00
							Total	**$15,685.00**
422314	05/15/26	463	HIGHLAND PARK CHAMBER COMMERCE	46409	20261797	HP CHAMBER 1ST WEDNESDAY MAY 2026	CMO	$15.00
							Total	**$15.00**
422315	05/15/26	1326	HIGHLAND PARK FORD	46392	20261647	SUPPLIES	FD	$11.56
				46393	20261647	SUPPLIES	FD	$424.22
							Total	**$435.78**
422316	05/15/26	3809	HIGHLAND PARK PUBLIC LIBRARY	46429	20260833	2026 REPLACEMENT TAX	FIN	$13,108.97
							Total	**$13,108.97**
422317	05/15/26	37217	HOLIDAY RADIANCE LIGHTS	46327	20261788	HOLIDAY LIGHTING SUPPLIES	FORST	$17,472.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$17,472.00**
422318	05/15/26	29018	HOME DEPOT CREDIT SERVICE	46273	20260398	SUPPLIES	FACIL	$503.25
							Total	**$503.25**
422319	05/15/26	497	H.P. TOPS	46367	20261798	RESIDENT ACADEMY T-SHIRTS	CMO	$125.50
							Total	**$125.50**
422320	05/15/26	23080	ILLINOIS POLICE ACCREDITATION COALITION	46386	20260017	IPAC MEMBERSHIP DUES	PD	$100.00
							Total	**$100.00**
422321	05/15/26	18478	IDLEWOOD ELECTRIC	46243	20260408	SUPPLIES	FACIL	$487.50
				46244	20260408	SUPPLIES	FACIL	$80.80
							Total	**$568.30**
422322	05/15/26	5470	IFAMA ILLINOIS	46421	20261743	EDUCATION TRAINING MEMBERSHIP DUES	FD	$100.00
							Total	**$100.00**
422323	05/15/26	1285	IL CITY/COUNTY	46455	20261802	ILCMA IAMMA MEMBERSHIP DUES	CLRK	$209.50
							Total	**$209.50**
422324	05/15/26	21102	ILLINOIS DEPT PUBLIC HEALTH	46330		VITAL RECORDS SURCHARGE DISBURSEMENT	FIN	$3,180.00
							Total	**$3,180.00**
422325	05/15/26	1430	IRELAND HEATING	46246	20260784	HVAC MAINTENANCE	FACIL	$1,780.75
				46248	20260784	HVAC MAINTENANCE	FACIL	$371.50
				46250	20260784	HVAC MAINTENANCE	FACIL	$1,224.00
				46252	20260784	HVAC MAINTENANCE	FACIL	$1,180.25
				46253	20260784	HVAC MAINTENANCE	FACIL	$1,483.06
				46254	20260784	HVAC MAINTENANCE	FACIL	$59.00
				46255	20260784	HVAC MAINTENANCE	FACIL	$256.00
				46256	20260784	HVAC MAINTENANCE	FACIL	$294.00
				46257	20261488	HVAC REPAIRS	FACIL	$144.65
				46258	20261488	HVAC REPAIRS	FACIL	$759.88
				46259	20261488	HVAC REPAIRS	FACIL	$77.50
				46260	20261488	HVAC REPAIRS	FACIL	$155.00
				46261	20261488	HVAC REPAIRS	FACIL	$170.00
							Total	**$7,955.59**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422326	05/15/26	25815	JENNY OLSON	46382	20261726	R - MEAL REIMBURSEMENT	PD	$50.00
							Total	**$50.00**
422327	05/15/26	151	JIM KENDROS	46442	20261362	R - BRUNCH LEARN	SNR	$150.00
							Total	**$150.00**
422328	05/15/26	33275	JX ENTERPRISES	46302	20261767	TRUCK PARTS	FLEET	$1,019.89
							Total	**$1,019.89**
422329	05/15/26	40428	KAREN PAIGE	46218		R - AR - 17009 - 31865 REFUND LEAD REPLACEMENT	FIN	$500.00
							Total	**$500.00**
422330	05/15/26	39360	KEITH MILLER	46279	20261761	R - PER DIEM WATERCON	SEWER	$180.00
							Total	**$180.00**
422331	05/15/26	33244	KEVIN ROBERTS	46383	20261727	R - MEAL REIMBURSEMENT	PD	$50.00
							Total	**$50.00**
422332	05/15/26	586	SHANNON KOSKINEN	46262	20261562	SUPPLIES	FACIL	$968.00
							Total	**$968.00**
422333	05/15/26	14669	LAKE CO. MAJOR CRIME TASKFORCE	46381	20260136	MEMBERSHIP DUES	PD	$2,050.00
							Total	**$2,050.00**
422334	05/15/26	1309	LAKE COUNTY CLERK RECORDING	46408	20260436	R - RECORDING FEES	PLAN	$700.00
							Total	**$700.00**
422335	05/15/26	40434	LAKESIDE PLUMBING	46369		REFUND - PLMB-2026-01741	BLDG	$1,500.00
							Total	**$1,500.00**
422336	05/15/26	20570	LINDCO	46319	20260341	PARTS	FLEET	$671.82
							Total	**$671.82**
422337	05/15/26	39858	LINDE GAS	46321	20260250	SUPPLIES GASES	FLEET	$508.75
				46422	20260143	SUPPLIES OXYGEN	FD	$152.05
				46423	20260143	SUPPLIES OXYGEN	FD	$168.08
							Total	**$828.88**
422338	05/15/26	26539	LOGSDON OFFICE	46350	20260439	OFFICE SUPPLIES	PLAN	$150.27
				46351	20260439	OFFICE SUPPLIES	PLAN	$32.63
				46352	20260439	OFFICE SUPPLIES	PLAN	$53.50
				46446	20260519	OFFICE SUPPLIES	BLDG	$429.37

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$665.77**
422339	05/15/26	39738	LOUIE'S THRONE	46359	20261062	EVENT ENJOYHP SANITATION SERVICES	CMO	$7,970.00
							Total	**$7,970.00**
422340	05/15/26	39969	LUCAS GONZALEZ	46277	20261760	R - PER DIEM WATERCON	SEWER	$180.00
				46281	20261763	R - REIMBURSE HOTEL	SEWER	$451.20
							Total	**$631.20**
422341	05/15/26	39983	MARY HAYES	46216		R - AR - 1196 - 31143 REFUND RETIREMENT	FIN	$5.55
							Total	**$5.55**
422342	05/15/26	39983		46217		R - AR - 1196 - 31826 REFUND RETIREMENT	FIN	$5.55
							Total	**$5.55**
422343	05/15/26	39949	MATRIX IMAGING	46325	20260605	WATER BILL POSTAGE	FIN	$2,510.73
							Total	**$2,510.73**
422344	05/15/26	38854	MATTHEW SHAUGHNESSY	46452	20261750	R - MEAL REIMBURSEMENT	PD	$145.00
							Total	**$145.00**
422345	05/15/26	37341	MCGINTY BROS	46416	20260984	RAVINE HERBICIDE	ENG	$2,000.00
							Total	**$2,000.00**
422346	05/15/26	3027	MCMASTER-CARR	46378	20261579	SHOP SUPPLIES	PD	$294.19
				46379	20261579	SHOP SUPPLIES	PD	$97.72
				46387	20261579	SHOP SUPPLIES	PD	$55.47
							Total	**$447.38**
422347	05/15/26	40390	MCNAUGHTON DEVELOPMENT	46337		REFUND - PLMB-2024-00901	BLDG	$2,500.00
							Total	**$2,500.00**
422348	05/15/26	40390		46338		REFUND - PLMB-2024-00908	BLDG	$2,500.00
							Total	**$2,500.00**
422349	05/15/26	697	MENONI MOCOGNI	46300	20260370	SUPPLIES	SEWER	$195.75
				46374	20260273	SUPPLIES	STR	$72.30
				46449	20261118	SUPPLIES	STR	$906.10
							Total	**$1,174.15**
422350	05/15/26	710	MICROSYSTEMS	46353	20260450	RECORD MANAGEMENT	PLAN	$183.05
				46354	20260450	RECORD MANAGEMENT	PLAN	$162.75
				46355	20260450	RECORD MANAGEMENT	PLAN	$170.58

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				46356	20260450	RECORD MANAGEMENT	PLAN	$365.78
							Total	**$882.16**
422351	05/15/26	17838	MID AMERICAN WATER WAUCONDA	46448	20261335	FIRE HYDRANTS	WTRDS	$7,851.11
							Total	**$7,851.11**
422352	05/15/26	39000	MORENO LANDSCAPE	46328	20260999	ROUTINE GROUNDS	FORST	$6,436.32
				46329	20260460	HARDSCAPE SERVICES	FORST	$3,672.90
							Total	**$10,109.22**
422353	05/15/26	29974	MORTON SALT	46219	20260266	LAKE COUNTY IDOT ROCK SALT	STR	$11,647.64
				46220	20260266	LAKE COUNTY IDOT ROCK SALT	STR	$15,322.64
							Total	**$26,970.28**
422354	05/15/26	2078	MOTOROLA	46376	20260297	STARCOM AIRTIME FEES	PD	$3,076.00
							Total	**$3,076.00**
422355	05/15/26	2078		46424	20260604	EQUIPMENT	FD	$1,549.00
							Total	**$1,549.00**
422356	05/15/26	742	MUNICIPAL CLERKS	46456	20261801	MCLC MEMBERSHIP DUES	CLRK	$80.00
							Total	**$80.00**
422357	05/15/26	749	MUTUAL ACE HARDWARE	46224	20260228	SUPPLIES	STR	$11.69
				46225	20260228	SUPPLIES	STR	$9.88
				46227	20260011	SUPPLIES	FORST	$189.00
				46263	20260409	SUPPLIES	FACIL	$46.99
				46264	20260409	SUPPLIES	FACIL	$3.08
				46265	20260409	SUPPLIES	FACIL	$32.00
				46266	20260409	SUPPLIES	FACIL	$20.69
				46267	20260409	SUPPLIES	FACIL	$4.50
				46268	20260409	SUPPLIES	FACIL	$17.09
				46317	20260184	PARTS	FLEET	$17.98
				46333	20260228	SUPPLIES	STR	$6.84
				46334	20260228	SUPPLIES	STR	$91.93
							Total	**$451.67**
422358	05/15/26	36876	NEMETH GLASS ILLINOIS	46251	20261722	REPAIR SERVICES	FLEET	$773.57
							Total	**$773.57**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422359	05/15/26	36922	NORTH SHORE AUTO SPA	46389	20260355	CAR WASHES DETAILING	PD	$212.00
							Total	**$212.00**
422360	05/15/26	4218	NORTH SHORE GAS	1901030		SRVS @ 525 CENTRAL AVE	FIN	$53.04
				1901231		SRVS @ 1707 ST JOHNS AVE	FIN	$87.49
				1901330		SRVS @ 50 LOGAN LOOP	FIN	$18.94
				1901628		SRVS @ 2035 RICHFIELD AVE	FIN	$1.61
				2206218		SRVS @ 1088 HALF DAY RD	FIN	$33.61
							Total	**$194.69**
422361	05/15/26	1396	NORTH SHORE WATER RECLAMATION DISTRICT	46291	20260303	WASTE DISPOSAL	WP	$198.00
							Total	**$198.00**
422362	05/15/26	5951	NORTHERN ILLINOIS POLICE ALARM	46388	20261390	NIPAS ANNUAL MEETING	PD	$245.00
							Total	**$245.00**
422363	05/15/26	24170	NORTHSHORE SCHOOL DISTRICT 112	46358	20261472	EVENT POET LAUREATE	CMO	$132.12
							Total	**$132.12**
422364	05/15/26	1540	NORTHWEST MUNICIPAL CONFERENCE	46362	20261783	NORTHWEST MUNICIPAL CONFERENCE DUES	CMO	$15,389.76
							Total	**$15,389.76**
422365	05/15/26	30060	NSN EMPLOYER SERVICES	46432	20260585	ADMIN UNEMPLOYMENT	CMO	$395.22
							Total	**$395.22**
422366	05/15/26	7789	ONCE UPON A BAGEL	46443	20261361	R - ACTIVITIES BRUNCH LEARN	SNR	$214.85
				46444	20261361	R - ACTIVITIES BRUNCH LEARN	SNR	$214.85
							Total	**$429.70**
422367	05/15/26	38930	PACE ANALYTICAL	46292	20260847	PROFESSIONAL SERVICES	WP	$94.00
							Total	**$94.00**
422368	05/15/26	35625	PATRIOT PAVEMENT	46326	20261300	CRACK SEALING	STR	$125,000.00
							Total	**$125,000.00**
422369	05/15/26	2	PETER BAKER	46331	20260265	ASPHALT	STR	$1,406.43
				46332	20260265	ASPHALT	STR	$85.00
							Total	**$1,491.43**
422370	05/15/26	39358	PILGRIM PRODUCTIONS	46439	20261800	R - BRUNCH LEARN	SNR	$200.00
							Total	**$200.00**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422371	05/15/26	39016	PITNEY BOWES GLOBAL	46269	20260609	POSTAGE MACHINES LEASE	FACIL	$310.20
				46270	20260609	POSTAGE MACHINES LEASE	FACIL	$166.10
				46271	20260609	POSTAGE MACHINES LEASE	FACIL	$592.62
							Total	**$1,068.92**
422372	05/15/26	37033	RILEY LANDMEIER	46278	20261759	R - PER DIEM WATERCON	SEWER	$180.00
				46282	20261765	R - HOTEL ACCOMODATIONS	SEWER	$674.07
							Total	**$854.07**
422373	05/15/26	34396	RIPPLE PUBLIC RELATIONS	46364	20261673	EVENT STEW BREWS ENTERTAINMENT	CMO	$7,700.00
				46366	20261784	TOHP ENTERTAINMENT	CMO	$49,800.00
				46368	20261782	EVENT SPONSORSHIP COMMISSION	CMO	$10,050.00
							Total	**$67,550.00**
422374	05/15/26	40012	ROBERT LARSON	46451	20261749	R - MEAL REIMBURSEMENT	PD	$145.00
							Total	**$145.00**
422375	05/15/26	36926	ROBERT PLUTA	46280	20261762	R - PER DIEM WATERCON	SEWER	$180.00
							Total	**$180.00**
422376	05/15/26	34792	ROBINSON ENGINEERING	46342	20261190	LSLR PROJECT 2 DESIGN	WTRDS	$23,750.00
							Total	**$23,750.00**
422377	05/15/26	14680	ROWELL CHEMICAL	46293	20260263	CHEMICAL SUPPLIES	WP	$11,041.04
				46294	20260263	CHEMICAL SUPPLIES	WP	$10,980.42
							Total	**$22,021.46**
422378	05/15/26	25207	RUSH TRUCK CENTER ILLINOIS	46322	20261099	PARTS	FLEET	$348.49
							Total	**$348.49**
422379	05/15/26	2100	SAUBER	46320	20261700	PARTS	FLEET	$2,553.84
							Total	**$2,553.84**
422380	05/15/26	33401	SCOTT LEONARD	46371	20261814	R - REIMBURSEMENT	TRNST	$5.00
							Total	**$5.00**
422381	05/15/26	11611	SDS HOLDINGS	46335	20260419	UNIFORM SUPPLIES	STR	$37.09
							Total	**$37.09**
422382	05/15/26	20104	SEAN CURRAN	46384	20261724	R - MEAL REIMBURSEMENT	PD	$50.00
							Total	**$50.00**
422383	05/15/26	675	SHARON L. KLIBANOW	46349	20260520	ACCOUNTING SERVICES	PLAN	$416.25

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$416.25**
422384	05/15/26	36812	KELSEY GRAPHIC	46357	20261573	HISTORIC PRESERVATION AWARD PLAQUES	PLAN	$181.30
							Total	**$181.30**
422385	05/15/26	20161	SKOKIE VALLEY LAUNDRY	46445	20261775	LAUNDRY UNIFORMS	SNR	$699.45
							Total	**$699.45**
422386	05/15/26	9350	SOLID WASTE AGENCY	46360	20261776	EVENT COMPOST EVENT SHREDDING	CMO	$400.00
							Total	**$400.00**
422387	05/15/26	24595	SPECIAL PROJECT STAFFING BY SALEM	46404	20260464	TEMP CLERICAL HELP	PLAN	$662.48
							Total	**$662.48**
422388	05/15/26	24595		46418	20260464	TEMP CLERICAL HELP	PLAN	$108.16
				46419	20260464	TEMP CLERICAL HELP	PLAN	$540.80
							Total	**$648.96**
422389	05/15/26	26883	STAPLES CREDIT PLAN	46272	20260412	SUPPLIES	FACIL	$275.74
				46343	20260549	OFFICE SUPPLIES	FIN	$50.38
							Total	**$326.12**
422390	05/15/26	5209	STRAND	46295	20261122	ENGINEERING SERVICES	WP	$12,494.29
							Total	**$12,494.29**
422391	05/15/26	7385	THE BLUE LINE	46433	20261154	PD ADVERTISING BFPC HR	HLTH	$348.00
				46434	20261154	PD ADVERTISING BFPC HR	HLTH	$348.00
							Total	**$696.00**
422392	05/15/26	40394	THORNTON TOMASETTI	46365	20261787	PROJECT HP 25021404_01	SUST	$21,140.00
							Total	**$21,140.00**
422393	05/15/26	34926	TKG ENVIRONMENTAL	46226	20261302	STREET SWEEPING	STR	$10,972.00
							Total	**$10,972.00**
422394	05/15/26	33537	TRANSIT HOLDING	46323	20261696	R - PARTS	TRNST	$540.97
							Total	**$540.97**
422395	05/15/26	40055	TRINE CONSTRUCTION	46437	20260995	LSL REPLACEMENT PROJECT	PW	$458,753.68
							Total	**$458,753.68**
422396	05/15/26	15751	UNION PACIFIC RAILROAD	46339	20260608	UP LOT LEASE	FIN	$335.74
							Total	**$335.74**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
422397	05/15/26	39657	URBAN ACCESSORIES	46276	20261717	URBAN ACCESSORIES	FORST	$1,076.50
							Total	**$1,076.50**
422398	05/15/26	19876	VERIZON WIRELESS	46447		CITY PHONES	FIN	$7,356.47
				46450		CITY PHONES	FIN	$7,353.97
							Total	**$14,710.44**
422399	05/15/26	39435	VISTRA INTERMEDIATE	2197032		SRVS @ 0 ST JOHNS AVE	FIN	$85.12
				2197127		SRVS @ 3430 WESTERN AVE	FIN	$93.67
				2197232		SRVS @ 50 LOGAN LOOP	FIN	$709.16
				2197322		SRVS @ 1700 N ST JOHNS AVE	FIN	$816.88
				2197731		SRVS @ 0 SHERIDAN RD OLD ELM	FIN	$86.75
				2197827		SRVS @ 2W CENTRAL	FIN	$1,087.68
				2197928		SRVS @ FIRST ST ELM ST	FIN	$108.30
				2198031		SRVS @ 600 CENTRAL	FIN	$1,861.02
				2198128		SRVS @ 1849 GREENBAY	FIN	$622.34
				2198326		SRVS @ 700 ST. JOHNS	FIN	$187.01
				2198427		SRVS @ 700 ST. JOHNS B	FIN	$100.91
				2198530		SRVS @ 1793 FIRST ST	FIN	$530.19
				2198628		SRVS @ SE LAUREL AVE	FIN	$43.54
				2198731		SRVS @ 1377 DEER CREEK PKWY	FIN	$93.70
				2198933		SRVS @ 1769 EASTWOOD	FIN	$93.19
				2199033		SRVS @ OLD DEERFIELD	FIN	$88.97
				2199130		SRVS @ 2888 LEXINGTON	FIN	$93.64
				2199228		SRVS @ 605 LAUREL AVE	FIN	$209.69
				2199324		SRVS @ 0 SE LAUREL FIRST	FIN	$167.40
				2199427		SRVS @ ROGER WILIIAMS	FIN	$254.98
				2206727		SRVS @ 418 SHERIDAN	FIN	$46.97
				2302424		SRVS @ 438 CENTRAL	FIN	$33.53
							Total	**$7,414.64**
422400	05/15/26	17122	WAREHOUSE DIRECT	46341	20260035	SUPPLIES	WP	$191.18
							Total	**$191.18**
422401	05/15/26	2003	WEST SIDE TRACTOR SALES	46316	20260242	PARTS	FLEET	$91.68

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$91.68**
422402	05/15/26	39139	WILDAN ENGINEERING	46405	20261279	R - STRUCTURAL PLAN REVIEW SERVICES	PLAN	$1,080.00
							Total	**$1,080.00**
422403	05/15/26	27223	WITMER PUBLIC SAFETY	46425	20261575	EQUIPMENT	FD	$157.89
							Total	**$157.89**
422404	05/15/26	34843	ZOLL MEDICAL	46426	20261751	EMS SUPPLIES	FD	$112.50
							Total	**$112.50**
422405	05/15/26	34483	ZORO TOOLS	46296	20260149	SUPPLIES	WP	$7.11
				46297	20260149	SUPPLIES	WP	$108.51
				46298	20260149	SUPPLIES	WP	$17.82
							Total	**$133.44**
							Total	**$1,090,416.99**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
695	05/13/26	8296	ILLINOIS ENVIRONMENTAL PROTECTION AGENCY	46454	20260828	6/1/2026 IEPA DEBT SERVICE	FIN	$159,273.78
							Total	**$159,273.78**
713	05/15/26	33258	BAKER TILLY	46427	20260606	2025 AUDIT FIELDWORK	FIN	$3,000.00
							Total	**$3,000.00**
714	05/15/26	36932	COSTCO VISA FLEX	46324	20260416	SUPPLIES	FACIL	$235.20
							Total	**$235.20**
715	05/15/26	2527	UNITED PARCEL	46340	20260034	SHIPPING FEES	WP	$14.46
							Total	**$14.46**
716	05/15/26	38881	WILLIAMS SCOTSMAN	46410	20260948	EVENT STORAGE CONTAINER SCULPTURE	CMO	$168.00
							Total	**$168.00**
							Total	**$162,691.44**

Staff Report

Meeting Date: May 27, 2026

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

Department: City Manager's Office

Title: Recognizing June 2026 as LGBTQ+ Pride Month

Recommendation:

Attachments:

1. 2026 LGBTQ PLUS Pride Month

City of Highland Park
Mayoral Proclamation

In Honor of

LGBTQ+ Pride Month

WHEREAS, the Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, Asexual, and Aromantic (LGBTQ+) communities of Highland Park are an integral part of the vibrant culture and climate of Highland Park; and

WHEREAS, the diverse LGBTQ+ communities continue to contribute to the widespread academic, economic, artistic and social spheres within and around our greater community; and

WHEREAS, the month of June was designated Pride Month to commemorate the Stonewall Riots which occurred in June 1969 and are generally recognized as the catalyst of the LGBTQ+ rights movement; and

WHEREAS, the City of Highland Park remains committed to protecting the civil rights of the LGBTQ+ communities as part of our unified effort to forge a more open and just society; and

WHEREAS, one of the great things about Highland Park, Illinois is our capacity to live together and advance together across every conceivable difference. This June, we stand with the LGBTQ+ communities as they declare their pride in who they are and who they love; and

WHEREAS, the LGBTQ+ communities still face an unacceptable level of discrimination and violence. We must remain vigilant and we must continue to make the case that each of us as human beings share a fundamental thing in common – all of us want to be loved and all of us want to love. We all deserve the chance to live our own individual lives free from prejudice and bias.

NOW, THEREFORE, I, Nancy R. Rotering, Mayor of the City of Highland Park, County of Lake and State of Illinois, do hereby proclaim June 2026 to be

LGBTQ+ Pride Month

and we celebrate and support our LGBTQ+ communities rights to live their lives out loud – during Pride month and every month – as well as to continue to demand equal rights for all.

DATED this 27th day of May, 2026.

Nancy R. Rotering, Mayor

Ghida S. Neukirch, City Manager & City Clerk

Staff Report

Meeting Date: May 27, 2026

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

Department: City Manager's Office

Title: Recognizing June as Immigrant Heritage Month

Recommendation:

Attachments:

1. Immigrant Heritage Month June 2026

City of Highland Park
Mayoral Proclamation

Recognizing

Immigrant Heritage Month

WHEREAS, generations of immigrants from every corner of the globe have built our country's economy and created the unique character of our nation; and

WHEREAS, nearly all of us can trace our heritage to another nation and we must never forget where we came from and why our ancestors came here; and

WHEREAS, immigrants continue to grow businesses, offer innovative ideas, strengthen our economy, and create jobs in Illinois and throughout our nation; and

WHEREAS, immigrants have provided Highland Park with unique social and cultural influence, fundamentally enriching the extraordinary character of our hometown; and

WHEREAS, immigrants have been tireless leaders not only in securing their own rights and access to equal opportunity, but have also campaigned to create a fairer and more just society for all Americans; and

WHEREAS, despite these countless contributions, the role of immigrants in building and enriching our nation has frequently been overlooked and undervalued throughout our history and continuing to the present day.

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 June 2026 as

Immigrant Heritage Month

and encourage all residents and local businesses to recognize and appreciate the stories of immigrants and their contributions to our community.

Dated this 27th Day of May, 2026.

Nancy R. Rotering, Mayor

Ghida S. Neukirch, City Manager & City Clerk

Staff Report

Meeting Date: May 27, 2026

Staff Contact: Megan Cherry, Management Analyst

Department: City Manager's Office

Title: Overview of Leaf Blower Regulations

Recommendation:

Staff recommends extending the City's current nine-month ban on gas-powered leaf blowers in recognition that there is a multi-community feasibility study currently taking place on extending seasonal regulations of gas-powered leaf blowers and the value of waiting on those results before taking further action.

Policy Consideration:

Background & Current Regulations

In 1999, at the recommendation of the City's Environmental Commission, the City Council approved Ordinance 70-99 which banned the use of gas-powered leaf blowers between the dates of May 15 - October 15.

This ban remained in place for several years. Amidst increasing concerns regarding the environmental impact of gas-powered leaf blowers and the associated noise of the leaf blowers, Highland Park Glencoe and Wilmette took the lead and established the Regional Leaf Blower Working Group ("Working Group") in 2021. The Working Group consists of municipalities, landscapers, professional associations, environmentalists, and other professionals. Highland Park representatives are Councilmember Blumberg, City Manager Neukirch and Management Analyst Cherry. The goal of the Working Group is to evaluate the need for and impact of gas-powered leaf blower regulations throughout the region. In 2022, the Working Group issued a final report (Exhibit A) based on their review of the impact of gas-powered leaf blowers, alternative technologies, and how communities can mitigate the impacts of this equipment.

In 2023, based on the findings of the final report, City Council considered the option of a nine-month ban on gas-powered leaf blowers, where the use of gas-powered leaf blowers are only allowed in the months of April, October and November for spring and fall clean-up. Ordinance

O41-2023, approved in July 2023, established the City's current nine-month ban, effective January 1, 2024, with the intent to ban gas-powered leaf blowers entirely by 2027. The City Council agreed to revisit the issue in 2026 before moving forward with a total ban on gas-powered leaf blowers.

The City's current ban on gas-powered leaf blowers is set to expire at the end of 2026 (see Exhibit B), as the intent was to enact a total ban beginning January 1, 2027. However, at the time the final report was issued by the Working Group, the Group's consultants, the American Green Zone Alliance ("AGZA") and Quiet Communities ("QC"), advised against a twelve-month ban, given the North Shore's robust tree canopy and need for high-powered equipment to adequately complete fall clean-up. At the time, there were no alternatives to gas-powered leaf blowers that could provide the efficacy required during fall clean-up while also being economically viable for landscape companies.

Leaf Blower Feasibility Study

In 2025, the Working Group entered into an agreement with AGZA and QC to conduct a study evaluating the feasibility of extending seasonal regulations on gas-powered leaf blowers.

AGZA and QC have recruited landscaping companies, both large and small, that will perform clean-up work on various properties throughout the North Shore. In March, the communities involved in the study (Glencoe, Glenview, Highland Park, Lake Bluff, Northbrook, Wilmette and Winnetka) distributed a recruitment flyer (Exhibit C) to residents, looking for homeowners interested in volunteering their property for the study, at no cost to the homeowner.

The property must meet a variety of criteria:

- Located in Glencoe, Glenview, Highland Park, Lake Bluff, Northbrook, Wilmette or Winnetka
- Have a total lot size of 8,000 to 16,000 square feet (approximately 0.2 to 0.4 acres)
- Have 2 - 4 mature trees (30 - 50 feet ideally) typical to the area such as Oak, Hickory, Maple, Elm, Cottonwood or other common types
- The homeowner aesthetic expectation should be at the highest level
- The property should not be located on main streets, avenues or boulevards
- Participants must be willing to sign a consent and release agreement for videos on maintenance operations, and data collection on their property

City staff shared this recruitment flyer with the Sustainability Advisory Group and the City Council and amplified opportunities to participate. There is one Highland Park property involved in the study. All homeowners and properties were paired with predetermined landscape companies.

Researchers from AGZA and QC will shadow landscape workers, documenting runtime, fuel/power use, noise levels, timing, equipment performance, and take audio and video footage of the operations.

AGZA and QC will collect data on three separate occasions: once in the spring (April 2026) and twice in the fall. The spring and fall fieldwork will involve both gas and battery/electric equipment.

AGZA and QC completed their first round of fieldwork in April 2026. Seven properties were serviced on April 16 and April 17, 2026 (two in Winnetka, one in Highland Park, three in Northbrook, and one in Glenview). Landscapers used electric leaf blowers at four of the properties, and the remaining three properties were serviced using gas-powered leaf blowers.

AGZA and QC will provide a summary of the April fieldwork this summer. Staff expects to receive the findings of the study in its entirety at the end of 2026 or early 2027.

Education & Enforcement Efforts

The City educates the community about and enforces its gas-powered leaf blower regulations through various methods. The Building Division of Community Development primarily enforces the City's leaf blower regulations. If inspectors witness a violation, a citation is issued without warning. If the City receives a complaint, but an inspector did not witness the violation, an inspector visits the property in question and leaves an informational door hanger that outlines the City's leaf blower ordinance. During this visit to the property, the inspector will attempt to speak to the property owner about the alleged violation and the City's regulations.

In addition, the City contracts with third party inspector services to assist with enforcement. The third party inspectors conduct two unannounced city-wide sweeps per month, on random days, from May through September of each year.

These enforcement efforts have resulted in 29 citations issued to landscapers for the use of gas-powered leaf blowers between 2024 and 2025. Additionally, the City has issued 31 citations to landscapers during that same timeframe for lack of a landscaper license.

In addition to these enforcement efforts, the City educates residents and landscapers about leaf blower regulations via its various communication modalities, such as the Highlander and the eNews. Educational information is shared with both residents and landscapers in English and Spanish.

Recommendations & Next Steps

The feasibility study conducted by AGZA and QC will play a key role in discussions pertaining to a total ban on gas-powered leaf blowers. Given that the findings of the study will not be available until the end of 2026 or early 2027, staff recommends extending the City's current nine-month ban on gas-powered leaf blowers so that there is no lapse in the regulation of this equipment. An ordinance extending the City's current nine-month ban will be included on the next agenda.

Once the City receives the data from the feasibility study, staff will present information to the Council at a Committee of the Whole meeting in the first quarter of 2027, with the potential to implement a total ban on gas-powered leaf blowers in 2028.

Core Priorities:

Environmental Sustainability

Gas-powered leaf blowers produce dangerous levels of noise and air pollution that are harmful to users of the equipment, residents, children and wildlife. The City's leaf blower regulations aim to reduce the amount of volatile organic compounds that are emitted by gas-powered equipment, in addition to eliminating the harm that this equipment causes to soil health, which results in erosion and storm water runoff. By extending the current regulations, the City will limit the impact of gas-powered leaf blowers on the environment.

Attachments:

1. Exhibit A - 09_2022-12-15 Final Report- Leaf Blower Working Group
2. Exhibit B - O41-2023
3. Exhibit C - AGZA_QC Fieldwork Recruitment Letter

Regional Leaf Blower Working Group
Final Report

Village of Deerfield

Deerfield Park District

Village of Glencoe

Village of Glenview

Go Green Wilmette

City of Highland Park

Illinois Landscape Contractors Association

Village of Kenilworth

Village of Lake Bluff

City of Lake Forest

Village of Lincolnshire

Mariani Landscape

Village of Northbrook

Scopelliti Landscaping

Village of Wilmette

Village of Winnetka

Submitted December 15, 2022

Purpose

The Regional Leaf Blower Working Group (referred to as the "Working Group") was formed in late 2021 to evaluate the need and impact of leaf-blower regulations to be considered by each participating municipality. The Working Group was tasked with studying the impacts of gas-powered leaf blowers, alternative technologies and how communities could mitigate the impacts of this equipment.

The Working Group recognizes that the circumstances of participating municipalities are different and thus this report does not indicate whether a community should prohibit the use of gas-powered leaf blowers. Instead, the report identifies best practices to consider should it be determined that gas-powered leaf blower regulations are appropriate in a particular community.

The information in this report has been compiled to assist each community's discussions and consideration of leaf-blower regulations*. In an effort to standardize regulations, municipalities that determine that new or expanded leaf-blower regulations are appropriate for their community are encouraged to work together on drafting of ordinances to ensure uniformity of regulations throughout the North Shore.* Because landscapers work across municipal boundaries, such cooperation will greatly enhance the effectiveness of and compliance with any policy.

Working Group Composition

To ensure a balanced and thoughtful report, the Working Group is comprised of:

- Elected officials
- Appointed officials (i.e. Sustainability Commission members)
- Professional municipal staff (Municipalities and Park Districts)
- Representatives of the landscape industry

The Working Group utilized consultants, the American Green Zone Alliance (AGZA) (https://agza.net/) & Quiet Communities (https://quietcommunities.org/)[1], to assist with technical components of the report and to review a draft of the final report.

The Working Group created three subcommittees to conduct research and consider various policy components which have informed this report. The subcommittees include:

- Municipal Research and Best Practices
- Impact of Gas-Powered Leaf Blowers
- Alternative Equipment/Technology

[1] AGZA is an organization "committed to improving quality of life for communities, working conditions for operators and best practices for the landscape maintenance industry working to create cleaner air, quieter spaces, and more harmonious and sustainable communities."
Quiet Communities is a "nonprofit 501C3 dedicated to helping communities reduce health and environmental harm from noise and pollution."

Executive Policy Summary

Reasonable Policy Options for Consideration

For communities considering expanding gas-powered leaf blower policies, as well as those considering new regulations, the following policy options are presented:

- Status Quo/Monitoring
    - For communities without existing gas-powered leaf blower regulations, the individual characteristics of their community may warrant no change to regulations with continued monitoring of leaf blower technology
- A seasonal gas-powered leaf blower ban from approximately May 15 through September 30
    - This is the most common timeframe for regional municipalities, including Working Group members, with gas-powered leaf blower regulations
- An 8-week window during the fall clean-up season (October 1-November 30) and 4-week window (April 1 – April 30) during the spring clean-up season when gas-powered leaf blowers may be utilized
    - Gas-powered leaf blowers would be banned during the summer and winter months when their efficacy is less needed to meet customer expectations
    - Given that the start of the spring clean-up season can vary each year due to weather conditions, it would be appropriate for regulations to contemplate allowance of an administrative extension to the 4-week window
- A 10-month gas-powered leaf blower ban from December through September
    - This policy would prohibit the use of gas-powered leaf blowers during the annual spring clean-up season
    - None of the Working Group members, nor any nearby communities, have experience prohibiting the use of gas-powered leaf blowers during spring clean-up and the impact on spring operations is unknown at this time
    - Depending on customer expectations, use of battery-operated technology during spring clean-up may not be economically viable for landscapers
    - This option is not supported by the Illinois Landscape Contractors Association due to the volume of debris during spring clean-up which requires the efficacy of gas-powered leaf blowers and the compressed time period for spring clean-ups. Spring clean-up leaf volumes can be further exacerbated by late leaf drops during the fall season which further justifies the need for powerful leaf blowing equipment.

The American Green Zone Alliance does not recommend 12-month gas-powered leaf blower bans for communities along the North Shore due to the robust tree canopy and need for high-powered equipment to adequately complete fall clean-up. As of the date of this report, there are no electric or battery alternatives to gas-powered that can provide the efficacy required during fall clean-up nor are these alternatives economically viable for landscapers during the fall season.

Recommended Best Practices

Policy Implementation, Enforcement & Public Education

Policy Implementation

Whether a community is considering implementing gas-powered leaf blower regulations for the first time, or extending a seasonal ban to a 10-month ban, phasing of the regulations is important for the following reasons:

- Allows additional time for technology advancements as blower strength and battery power continues to improve for alternative equipment
- Reduces the economic impact on service providers and customers
- Provides sufficient time for public education

Examples of phasing timelines include:

- 5-year phase out (recommended by the Illinois Landscape Contractors Association)
- 3-year phase out
- 1-year phase out

The appropriate phase out period may vary by each community's circumstances. For example, a community with a 6-month ban currently in place may require a shorter phase out period than a community without any current regulations.

Enforcement

Enforcement of leaf blower regulations can be challenging for the municipality and frustrating to homeowners who encounter violations of leaf blower ordinances. Regulations limiting noise to specific decibel thresholds can be particularly difficult to enforce as compared to blanket prohibitions. Consideration as to how municipalities will enforce any such regulations is essential when contemplating new or expanded policies.

Enforcement approaches vary by community and the following are best practices that have been recommended by individual Working Group participants based on experience:

- When staffing allows, proactively enforce the ordinance with a dedicated employee(s) rather than respond reactively to complaints
- Seek compliance prior to issuing citations
    - Issue citations after failing to comply to warnings
    - Revoke citations if a landscaper provides evidence they have purchased an electric- or battery-operated leaf blower
- Issue citations to the landscaping companies, not the individual employees or homeowners
- Require landscapers to be licensed in order to communicate regulations and provide the ability to revoke a license for continued violation of ordinances.

    - Communities that do not currently license landscapers but intend to should consider the impacts upon small businesses as well as staffing impacts to administer a licensing program.
- Require identifying information on landscaping vehicles to assist with enforcement
- Document voluntary compliance with regulations by identifying and recognizing companies which use alternative technology
- Other ideas not currently implemented by Working Group members but suggested for consideration include: 1) Develop an intake process where violations may be reported through the use of video or photos. Gas-powered equipment is used in short bursts making it difficult for law or code enforcement officials to catch violators in the act; 2) For communities which do not currently license landscapers, allow for reciprocal acceptance of landscape licenses (accept a license from another community) which may ease the administrative burden of implementing a new licensing program

Public Education

Public education is critical to the success of any leaf blower regulation and to ensure native habitats are properly maintained. Residents play an important role in reducing the impacts of gas-powered leaf blowers in the community and in making transitions to alternative equipment more economically viable for landscapers. Understanding the problems associated with gas-powered leaf blowers, impacts of any type of blowing/disturbance to the natural environment, and then using that knowledge to educate landscapers and homeowners is essential to the success of leaf blower regulations.

Template communications can be found in Appendix B with information that can be tailored to specific municipal regulations and for different audiences (landscapers, homeowners) or circumstances (Education or enforcement via social media, flyer, door hanger).

The Working Group recommends that communications utilize accessible, understandable language to reach the broadest possible audience.

Workforce Education and Training

Workforce education and training are critical to equitably and adequately resourcing leaf blower regulations. Battery electric technology is a different technology platform with its own operational and safety issues. It is essential to ensure electric tools are operated, handled, stored, and charged properly and safely, and that batteries are repurposed or recycled at the end of their useful lives. Safe and proper use of tools, batteries, and chargers also extend product life and optimize return on investment.

Environmental, Technology, Cost, & Other Considerations

The Working Group's best practices are based on an extensive review of the environmental impacts of gas-powered leaf blowers, current technology for alternative equipment and the cost to transition to more sustainable equipment.

Environmental Considerations

Environmental considerations regarding leaf blowers including noise and air pollution are discussed below. Ultimately, reducing the usage of leaf blowing in general (gas- or battery-powered), through public education and commercial education, is the most sustainable solution to protect native habitats and reduce noise and air pollution.

Noise Pollution

The issue of noise is one of the most common complaints received from community members regarding gas-powered leaf blower usage and the Occupational Safety and Health Administration (OSHA) requires ear protection for users of gas-powered leaf blowers. When measured at 50 feet away (the American National Standards Institute (ANSI) standard for measuring noise)):

- Average battery-operated blowers range from 52 - 65 dB
- Average low decibel gas-powered leaf blowers range from 60-64 dB
- Average gas-powered leaf blowers range from 75 - 83 dB

For reference, each 10 dB increase in sound is twice as loud as heard by the human ear. Refer to Appendix C for a chart from Purdue University to provide context for these decibel ranges.

A study commissioned by the City of Washington D.C. in 2018 and conducted by acoustic engineers from Arup, an international engineering firm, and Quiet Communities, found that for the commercial blowers that were tested:

- *The sound from the gas leaf blowers has a strong low frequency sound component absent from battery operated leaf blowers*
- *The low frequency component of the gas leaf blower sound carries loud sound over longer distances resulting in a greater noise impact on the surrounding community*
- *The low frequency component of gas leaf blower sound enables it to more easily penetrate through home windows and glass doors*

The report from Arup can be found in Appendix D.

While the noise from battery and electric operated leaf blowers is not as impactful as noise from gas-powered leaf blowers, they do still generate noticeable noise and none of the policy options on page two of this report will eliminate such noise in its entirety.

Air Pollution

Appendix E is a report from the US Environmental Protection Agency and Quiet Communities titled “National Emissions from Lawn and Garden Equipment”. The report finds that:

- *Commercial gas landscape maintenance equipment (GLME) is a source of high levels of localized emissions that include hazardous air pollutants, criteria pollutants, and carbon dioxide (CO2)*
- *Routine use of GLME in the vicinity of residential neighborhoods, schools, parks, and other public spaces may be exposing the public to unnecessary and preventable health risks*
- *Communities and environmental, public health, and other government agencies should create policies and programs to protect the public from gas-powered lawn and garden equipment air pollutants and promote non-polluting alternatives.*

The US EPA report referenced above was completed in 2015 and technology improvements since that time are likely to have reduced pollution emanating from gas-powered leaf blowers. However, air pollution impacts remain and the 2015 report is the most reputable and comprehensive report available to the Working Group at this time.

For reference, OSHA does not require the use of a respirator to operate gas-powered leaf blowers.

Technology Considerations

Currently, gas-powered leaf blowers are significantly more powerful than electric blowers. The most common way to measure the power of a leaf blower is to determine its Cubic Feet per Minute (CFM) and Miles per Hour (MPH).

CFM measures the volume of air leaving the blower. MPH measures the speed of air leaving the blower. CFM moves *more* debris while higher MPH moves heavier, wet debris.

The following table compares the operational capabilities of battery- and gas-powered commercial equipment:

Maximum Outputs	**Industry Leading Battery-Operated Leaf Blower**	**Industry Leading Gas-Powered Leaf Blower**
CFM	600	941
MPH	142 – 170	206

For industry leading battery-operated equipment, with battery backpack, the tool will generally operate for approximately one hour on maximum power (setting most likely used during fall leaf clean-up). This requires a substantial back-up battery supply for each blower in use by a landscape company.

Cost Considerations

Per AGZA and Quiet Communities, the cost to replace gas-powered leaf blowers with battery electric technology is dependent on the intensity of leaf blower usage, which is directly correlated with the expectations of customers.

The table below compares the upfront cost for a landscape business to purchase two leaf blowers per crew in Illinois:

Conventional Use (Highly manicured lawn)		**Transitional Use (Less formal aesthetic)**		**Ecological (Ecological aesthetic)**	
Battery	**Gas**	**Battery**	**Gas**	**Battery**	**Gas**
$11,225	$1,125	$7,825	$1,125	$4,350	$1,125
Requires 6 backpack batteries (3 per tool)		Requires 4 backpack batteries (2 per tool)		Requires 2 backpack batteries (1 per tool)	

**The above figures do not include the additional cost for safe and adequate battery charging infrastructure, which can range from $600 for a four plug system to $1,400 for an eight plug system.*

The above figures are based on Stihl equipment as follows (pricing example is based on Conventional Use):

2 Tools (BGA 200 blower):	$411.99 each
6 Backpack batteries (AR 3000L):	$1,499.99 each
2 Fast chargers (AL500):	$162.95 each
4 Standard chargers (AL300):	$99.99 each
Total (w/ IL sales tax):	$11,225 to outfit one landscape crew

Because it may not always be practical or effective to charge equipment on a worksite and thus a sufficient number of batteries must be on hand throughout the workday, as well as equipment to fully charge the tools overnight.

Per AGZA and Quiet Communities, aesthetic expectations appear to be the most important driver of investment required in battery electric equipment. Relaxing customer aesthetic expectations (through public education) and modifying landscape company practices can result in a more efficient ROI for battery electric equipment. So long as customers seek a highly manicured aesthetic, a substantial upfront investment in batteries and chargers is required, which is likely to be passed onto customers in the form of higher service prices.

Other Considerations

Exemptions

The Working Group reviewed exemptions to existing gas-powered leaf blower bans. These fall into two categories – those who use equipment in the scope of their jobs and those who use equipment to service their own properties.

Professional users:

- Municipal/government owned property
    - Some local Park Districts have expressed concern with their ability to provide service without the use of gas-powered leaf blowers
- Golf courses
- Landscape and tree care professionals
- Related trades such as gutter cleaning, driveway resurfacers, etc.
- Private land owners who use in-house landscape professionals (colleges, universities, conservation districts, public gardens, large estates, etc.)

Residential users:

- Homeowners conducting maintenance on their own property

The Working Group recommends that municipalities considering new or amended leaf blower regulations consult their maintenance staff, Park Districts (if applicable), School Districts, and other large landowners such as private golf courses to determine whether exemptions are appropriate or necessary.

Battery Charging, Recycling, and Safety

While battery-powered leaf blowers are preferable over gas-powered leaf blowers, there are environmental and safety concerns associated with large-scale adoption of battery-operated landscaping equipment. The Working Group recommends municipalities consider partnering with professional recycling firms to coordinate safe and proper disposal of lithium batteries. The Working Group has local resources available to municipalities interested in hosting lithium battery recycling programs.

While fires stemming from battery devices are rare, they have occurred, and Fire Departments and businesses should be familiar with lithium battery fire prevention and extinguishing lithium battery fires.

Financial Incentives

Under current market conditions, the upfront cost of battery-operated blowers compared to gas-powered equipment may create a disproportionate burden on low-income residents and small landscaping businesses. For this reason, buy-back programs and other financial incentives could become crucial strategies to advance the goal of phasing out gas-powered lawncare products.

Municipalities considering implementation of financial incentive programs may wish to consult with the American Green Zone Alliance who has experience developing and managing such programs across the country. The Working Group investigated rebate programs from varying governmental organizations across the country and recommends the following items for consideration in the development of financial incentive programs:

1) Funding mechanisms

- Regional rebate programs have used grant monies in the past to facilitate trade-in of similar types of lawncare equipment (such as the EPA grant for the Diesel Emissions Reductions Act, awarded to the Metropolitan Mayors Caucus in early 2000s to administer sub-grants to12 Chicagoland municipalities)
- In the absence of regional grants, municipalities could allocate money to rebate programs in their jurisdiction or through regional partnerships

2) Eligible equipment

- A “best practice” observed from existing rebate programs requires evidence that new equipment meets the most recently updated EPA standards for allowable air and noise emissions levels
- Some existing programs partner with garden centers or hardware stores to provide vouchers to purchase alternative equipment at lower cost
- Equipment eligible for rebates can vary from leaf blowers only to various types of battery-powered lawn equipment such as lawnmowers, blowers, chainsaws, string trimmers, brush cutters, leaf vacuums, as well as accessories for alternative technology, such as additional batteries and chargers

3) Eligible rebate participants

- Consider preference to minority-owned businesses and/or low-income individuals to promote equitable adoption of alternative equipment. For example, a program run through Montgomery County, Maryland includes a statement that preference will be given to minority-owned businesses and/or low-income residents. In California, the South Coast Air Quality Management District provided funding for outreach and education of small minority-owned businesses, and for substantial subsidies (70% of retail price) to offset the upfront cost of commercial battery electric toolkits (tool plus 2 – 3 batteries and chargers per tool)
- While some programs are for residential equipment replacements only, others provide incentives to landscaping companies who are either based in the community or do business in the community

4) Retired equipment turn-in required

- A “best practice” is to require the retirement of gas-powered equipment with proof of destruction or by facilitating a turn-in program to ensure such equipment is not repurposed

Future Study & Analysis

Given the rapidly changing technology for leaf blowers, municipalities participating in this study should consider reconstituting the Working Group over time to review technology advancements and the impact such advancements may have on leaf blower regulations.

Appendices

Appendix A- Working Group Members

Appendix B- Public Education Materials

Appendix C- Purdue University Chart Regarding Decibel Ranges

Appendix D- Arup Report on Leaf Blower Noise dated July 16, 2018

Appendix E- US Environmental Protection Agency and Quiet Communities report on air pollution titled “National Emissions from Lawn and Garden Equipment”.

Appendix F- Municipal Research and Resources

Leaf Blower Regulations Regional Working Group

Members

1. Co-Chair Phil Kiraly, Glencoe Village Manager
2. Co-Chair Ghida Neukirch, Highland Park City Manager
3. Co-Chair Mike Braiman, Wilmette Village Manager
4. City of Highland Park, Councilmember Anthony Blumberg
5. City of Lake Forest, Superintendent of Parks and Forestry Chuck Myers
6. Deerfield Park District, Executive Director Jeff Nehila
7. Go Green Wilmette, Beth Drucker
8. Illinois Landscape Contractors Association, Executive Director Scott Grams
9. Mariani Landscape, Fred Wacker
10. Scopelliti Landscaping, Guy Scopelliti
11. Village of Deerfield, Justin Keenan, Assistant to the City Manager
12. Village of Glencoe, Hall Healy, Sustainability Task Force
13. Village of Glenview, Joe Kenney, Deputy Director of Public Works
14. Village of Kenilworth, Trustee Alison Winslow
15. Village of Lake Bluff, Sustainability and Community Enhancement Ad Hoc Committee Co-Chair Brian Render
16. Village of Lake Bluff, Village Administrator Drew Irvin
17. Village of Lincolnshire, Management Analyst Sam Barghi
18. Village of Northbrook, Trustee Heather Ross
19. Village of Northbrook, Sustainability Coordinator Tessa Murray
20. Village of Wilmette, Environmental & Energy Commissioner Karen Glennemeier
21. Village of Winnetka, Former Village Trustee and Go Green Winnetka Member King Poor
22. Village of Winnetka, Police Chief Marc Hornstein

Did you know?



There are so many good reasons to go electric, use a rake, or leave the leaves.

Variable area for
Village seal





Gas-powered leaf blowers produce dangerous levels of noise and air pollution, harmful to users of the equipment, residents, children and wildlife.

All leaf blowers blast insects, habitat and soil at hurricane-force winds (up to 220 mph) affecting birds and beneficial insects like butterflies and pollinators. The use of leaf blowers eliminates essential habitat, harms soil health and leads to erosion and stormwater runoff.

Obey the law and be a good neighbor to all. Gas-powered leaf blowers are prohibited in this area from _____(date)_____ **to** _____(date)_____

Please help get the word out to your lawn crew and any you see in your area. Violations can be reported to this non-emergency number: _____(phone)_____

If you do use a leaf blower, consider using it less often and on a lower setting.



(Variable copy area for sponsor info)

Sample Social Media Posts















REMINDER

Gas-powered leaf blower ban

Gas-powered leaf blowers are prohibited from _____(date)_____ to _____(date)_____ in this area. Violators may be subjected to fines. Please obey the law to limit noise and air pollution.

(Village Code info)

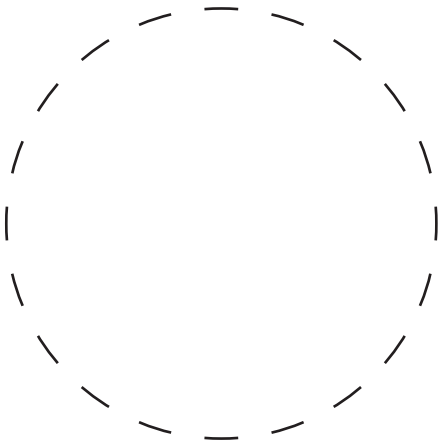
Variable area for Village seal

AVISO IMPORTANTE

(need spanish translation)

El uso de sopladores de hojas de gasolina está prohibido en this area entre _____(date)_____ to _____(date)_____ . Aquel que falte a esta ley será multado por la policia.

NOTICE



Gas-Powered Leaf Blower Violation

Gas-powered leaf blowers are prohibited from

_____(date)_____ to _____(date)_____

in this area. Your lawn care service has been observed violating this ban at

_____(address)_____

Violators may be ticketed and fined.

(Village or Police Department logo)

Did you know?







Gas-powered leaf blowers produce dangerous level of noise and air pollution, harmful to users of the equipment, residents, children and wildlife.

All leaf blowers blast insects, habitat and soil at hurricane-force winds (up to 220 mph) affecting birds and beneficial insects like butterflies and pollinators.

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(Variable copy area for sponsor info)

Did you know?



Gas-powered leaf blowers produce dangerous level of noise and air pollution, harmful to users of the equipment, residents, children and wildlife.

All leaf blowers blast insects, habitat and soil at hurricane-force winds (up to 220 mph) affecting birds and beneficial insects like butterflies and pollinators.

The use of leaf blowers eliminates essential habitat, harms soil health and leads to erosion and stormwater runoff.



(Variable copy area for sponsor info)

Obey the law and be a good neighbor. Gas-powered leaf blowers are prohibited from

(date) **to** (date)



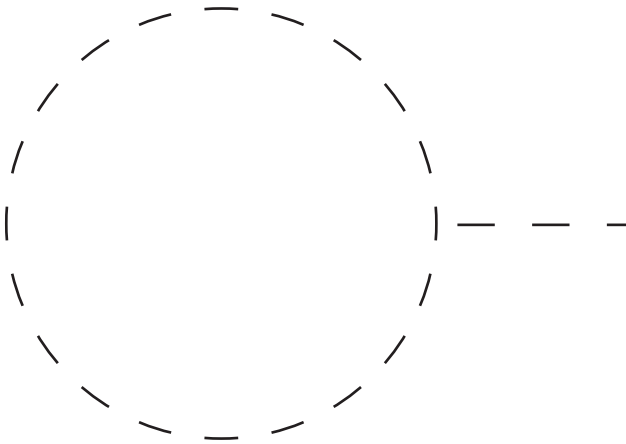
Please help get the word out to any crews in your area. Violations can be reported to this non-emergency number:

(phone)

Variable area for Village or Police Dept. logo

(Variable copy area for sponsor info)

NOTICE



Gas-Powered Leaf Blower Violation

Gas-powered leaf blowers are prohibited from

_____(date)_____ to _____(date)_____

in this area. Your lawn care service has been observed violating this ban at

_____(address)_____

Violators may be ticketed and fined.

(Village or Police Department logo)

Noise Source	Decibel Level	Comment
Jet take-off (at 25 meters).	150	Eardrum rupture.
Aircraft carrier deck.	140	
Military jet aircraft take-off from aircraft carrier with afterburner at 50 feet (130 dB).	130	
Thunderclap; chain saw; Oxygen torch (121 dB).	120	Painful, 32 times as loud as 70 dB.
Steel mill; auto horn at 1 meter; turbo-fan aircraft at takeoff power at 200 feet (118 dB); riveting machine (110 dB); live rock music (108-114 dB).	110	Average human pain threshold; 16 times as loud as 70 dB.
Jet take-off (at 305 meters); use of outboard motor; power lawn mower; motorcycle; farm tractor; jackhammer; garbage truck; Boeing 707 or DC-8 aircraft at one nautical mile (6,080 feet) before landing (106 dB); jet flyover at 1,000 feet (103 dB); Bell J-2A helicopter at 100 feet (100 dB).	100	8 times as loud as 70 dB; serious damage possible in 8 hours exposure.
Boeing 737 or DC-9 aircraft at one nautical mile (6,080 feet) before landing (97 dB); power mower (96 dB); motorcycle at 25 feet (90 dB); newspaper press (97 dB).	90	4 times as loud as 70 dB; likely damage 8 hours exposure.
Garbage disposal; dishwasher; average factory; freight train (at 15 meters); car wash at 20 feet (90 dB); propeller plane flyover at 1,000 feet (88 dB); diesel truck 40 mph at 50 feet (84 dB); diesel train at 45 mph at 100 feet (83 dB); food blender (88 dB); milling machine (85 dB); garbage disposal (80 dB).	80	2 times as loud as 70 dB; possible damage in 8 hours exposure.
Passenger car at 65 mph at 25 feet (77 dB); freeway at 50 feet from pavement edge 10 a.m. (76 dB); living room music (76 dB); radio or TV-audio, vacuum cleaner (70 dB).	70	Arbitrary base of comparison; upper 70s are annoyingly loud to some people.
Conversation in restaurant or office; background music; air conditioning unit at 100 feet.	60	Half as loud as 70 dB; fairly quiet.
Quiet suburb; conversation at home; large electrical transformers at 100 feet.	50	One-fourth as loud as 70 dB.
Library; bird calls (44 dB); lowest limit of urban ambient sound.	40	One-eighth as loud as 70 dB.
Quiet rural area.	30	One-sixteenth as loud as 70 dB; very quiet.
Whisper, rustling leaves.	20	
Breathing.	10	Barely audible.

[modified from http://www.wenet.net/~hpb/dblevels.html] on 2/2000. SOURCES: Temple University Department of Civil/Environmental Engineering (http://www.temple.edu/departments/CETP/environ10.html), and *Federal Agency Review of Selected Airport Noise Analysis Issues*, Federal Interagency Committee on Noise (August 1992). Source of the information is attributed to *Outdoor Noise and the Metropolitan Environment*, M.C. Branch et al., Department of City Planning, City of Los Angeles, 1970.

Technical Note

ARUP

1120 Connecticut Avenue NW
Washington DC 20036
United States of America
www.arup.com

Project title	Leaf Blower Noise	Job number	261937-00
cc	D.C. Council's Committee of the Whole	File reference	
Prepared by	Chris Pollock, PE, LEED AP, WELL Advisor Geoffrey Sparks	Date	July 16, 2018
Subject	**Bill No. B22.234, the Leaf Blower Regulation Amendment Act of 2017 - Written Statement by Arup**		

1 Executive Summary

Arup tested 7 commonly used leaf blowers, 3 gas and 4 battery powered, to help answer the question of what makes which type have more noise impact. The following written statement summarizes the testing procedure, results, and oral testimony presented by Arup to the D.C. Council's Committee of the Whole on July 2, 2018.

In summary Arup's testing indicates:

- The sound characteristics of gas leaf blowers measured have a significantly greater low frequency sound component in comparison to battery leaf blowers measured
- The low frequency sound energy of the gas leaf blowers measured transmits more readily over longer distances making them more readily audible and of greater noise impact to the community
- The low frequency sound energy of gas leaf blowers measured transmits more easily through home windows and glass doors, meaning they sound louder indoors than the battery leaf blowers measured

2 Sound Testing Methodology

2.1 Gas and Battery Leaf Blowers

The big question Arup was asked to help answer in this testing is what makes which type have a greater noise impact? This study did not investigate the noise level at the operator ears relative to exposure, but rather the impact on people and the community surrounding the leaf blowers as they are being used. Leaf blowers are often rated based on air flow rate, or the amount of air being pushed or blown per minute. The grouping of leaf blowers used aimed to capture commercial leaf blowers used in the industry, with a specific focus on commercially used similar flow rate units for both gas and battery powered blowers.

2.2 Testing

In order to answer the question above, a set of tests were designed to allow the capture of side by side noise levels for various leaf blower types. It was arranged for 7 commonly used blowers to be used, all were either new or in a well maintained working order with 3 being gas leaf blowers and 4 being battery leaf blowers.

Table 1: Leaf blowers used for testing

Manufacturer	Model	Power Source
Greenworks	GBB 700	Battery
Greenworks	GBB 600	Battery
Stihl	BGA 100	Battery
Ego	600 Chevron	Battery
Redmax	EBZ8500	Gas
Stihl	BR 700X	Gas
Echo	PB760LN	Gas

On the morning of June 17, 2018, in Lincoln, Massachusetts, the leaf blowers were set up in an open driveway entrance road, and parking lot of the Lincoln Department of Public works. This is a quiet location without close proximity to sound reflecting surfaces, where noise measurement locations were marked off at 5, 50, 100, 200 and 400 feet from the location where each of the 7 leaf blowers were operated. To simulate measurements at a greater distance we also measured at 800 feet, which was located across another street in an Audubon park.

Each blower was operated for at least 30 seconds for every measurement at full throttle and the nozzle at least 2 inches (50 mm) above the ground. At the 50 foot distance, measurements at 8 locations (at 45 degree increments) around each blower were measured as outlined in American National Standards Institute for Outdoor Power Equipment – Internal Combustion Engine-Powered Handheld and Backpack Blowers and Blower Vacuums – Safety Requirements and Performance Testing Procedures/OPEI B175.2-2012.

Technical Note

261937-00 July 16, 2018

Measurements were made with a calibrated type 1 sound level meter with a wind screen installed and mounted on a tripod at 5 feet (1.5 meters) above the ground. The sound level meter was a Brüel & Kjaer 2250, as is common for advanced sound measurements in the acoustics industry. This meter captures one-third octave band sound levels in real time, and provides statistical time based averaging for L_{90}, L_{EQ}, L_{10} and other filtered results to best ensure that extraneous noise from the community was not a significant impact on the results. The L_{90} measurements are used for purposes of discussion and review as that metric captures the steady state noise level of the leaf blower in use while also filtering out other extraneous site noise events including intermittent traffic. This is a conservative approach in reviewing the data and a method that is widely accepted within the acoustic consulting industry. Other metrics that are commonly used including the L_{EQ} and L_{50}, will indicate higher noise values than the data presented here as L_{90} values. See the Appendix at the end of this note for definitions of L_{EQ}, L_{50}, and L_{90}

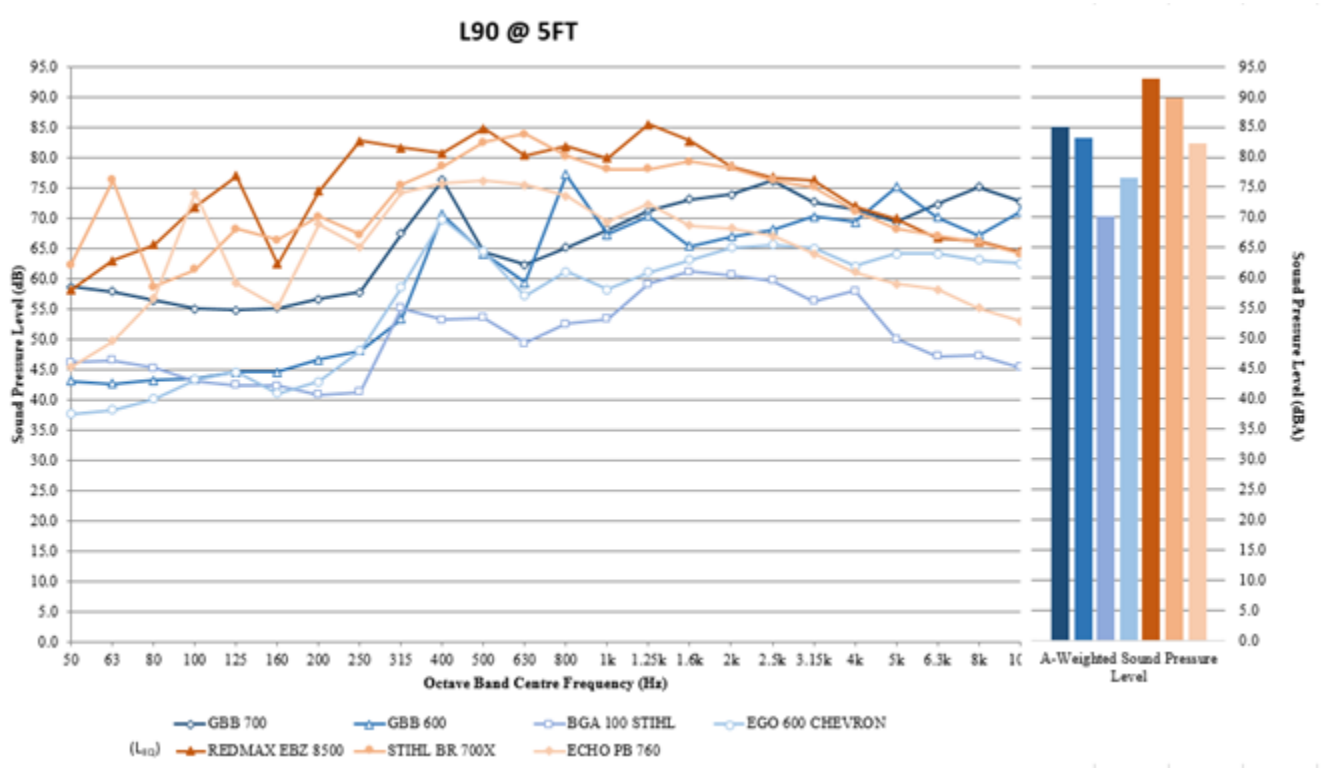
Sound levels are variations in sound pressure. The decibel scale (dB) is the commonly used metric for sound pressure levels, which is a log scale because the number value of sound pressure varies very widely. For the purposes of the data analysis, dB levels of 20-30 are a quiet bedroom or whisper, dB levels in the 40-60 range are a normal conversation, dB levels above 70 are a loud voice or busy street traffic, and sound levels above 80-90 dB would be loud music. Human hearing filters sound in a specific way, meaning that we are very attuned to voice frequencies and less attuned to low frequency sounds. For this reason, we often us an ‘A’ weighting scale, as a single number for the perceived overall loudness of a sound. These values are shown as dB(A) sound pressure levels.

3 Results

3.1 Graphs

The following graphs summarize the measured data of the 7 leaf blowers. Battery powered leaf blowers are shaded in blue and gas-powered leaf blowers are shaded in orange. The horizontal axis of the chart shows frequency, with the left side being very low frequency ‘rumble’ sounds, and the right side being high frequency ‘hissing’ sounds. The vertical axis shows increasing sound pressure level as you go up the chart. Most outdoor measurements of noise, in locations with any distant traffic will have more low frequency than high frequency noise, and the ambient sound in this case of this character also.

Figure 1: Sound Pressure Levels measured at 5 feet



Note: the L_{EQ} reading was used for the Redmax EBZ 8500 due to an elongated measurement period with the blower idling which influence the L_{90} result.

Figure 2: Sound Pressure Levels measured at 50 feet

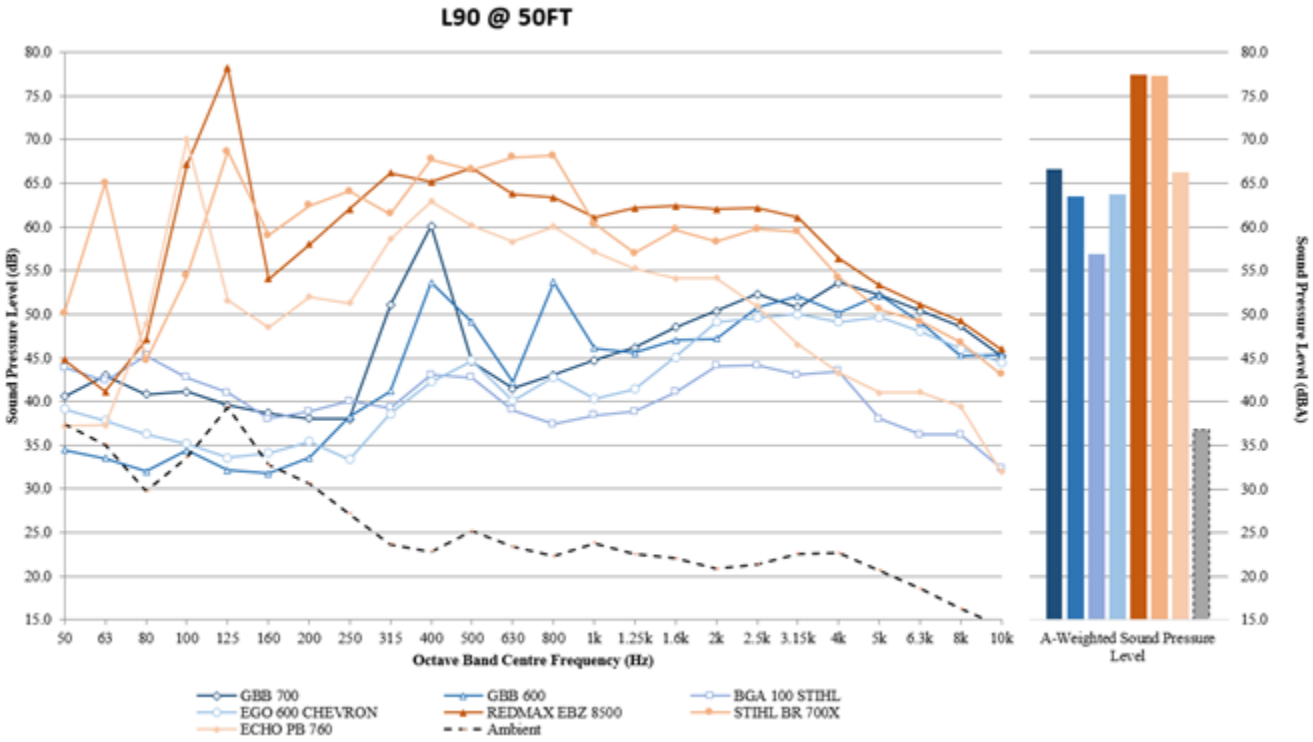


Figure 3: Sound Pressure Levels measured at 100 feet

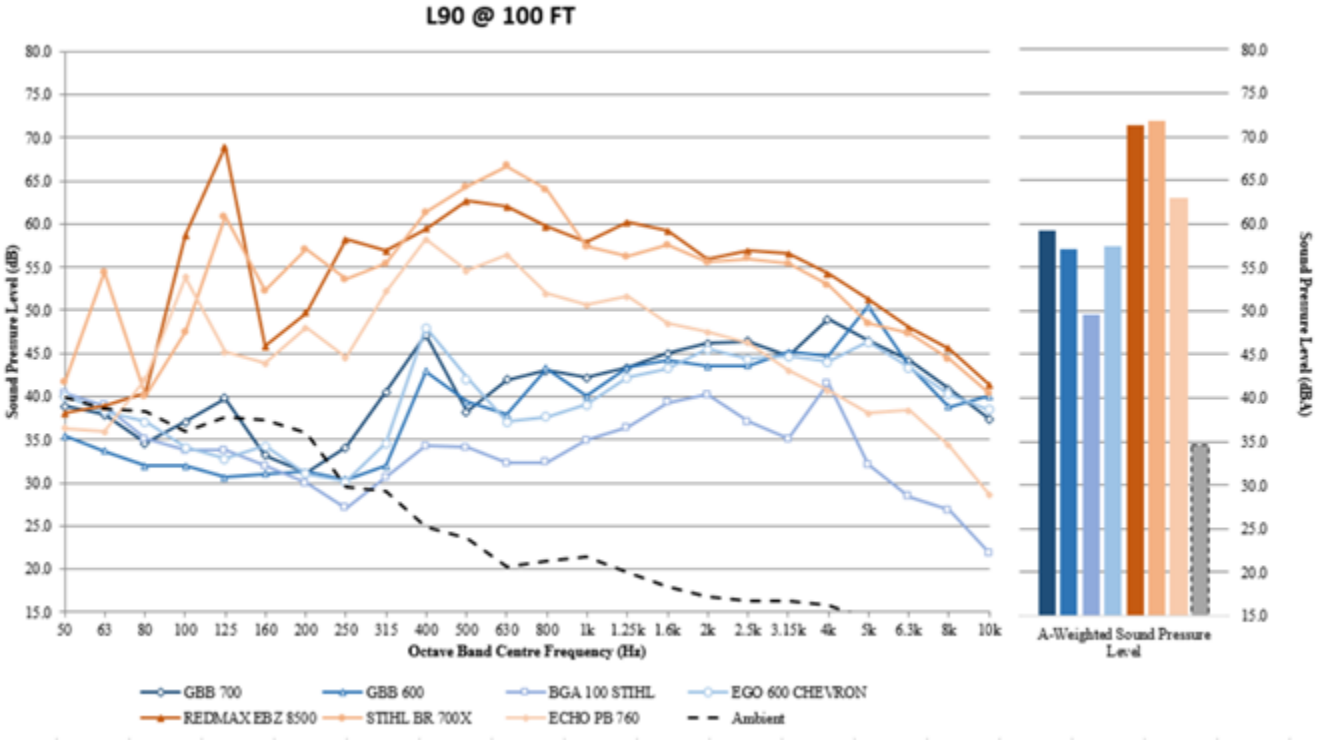


Figure 4: Sound Pressure Levels measured at 200 feet

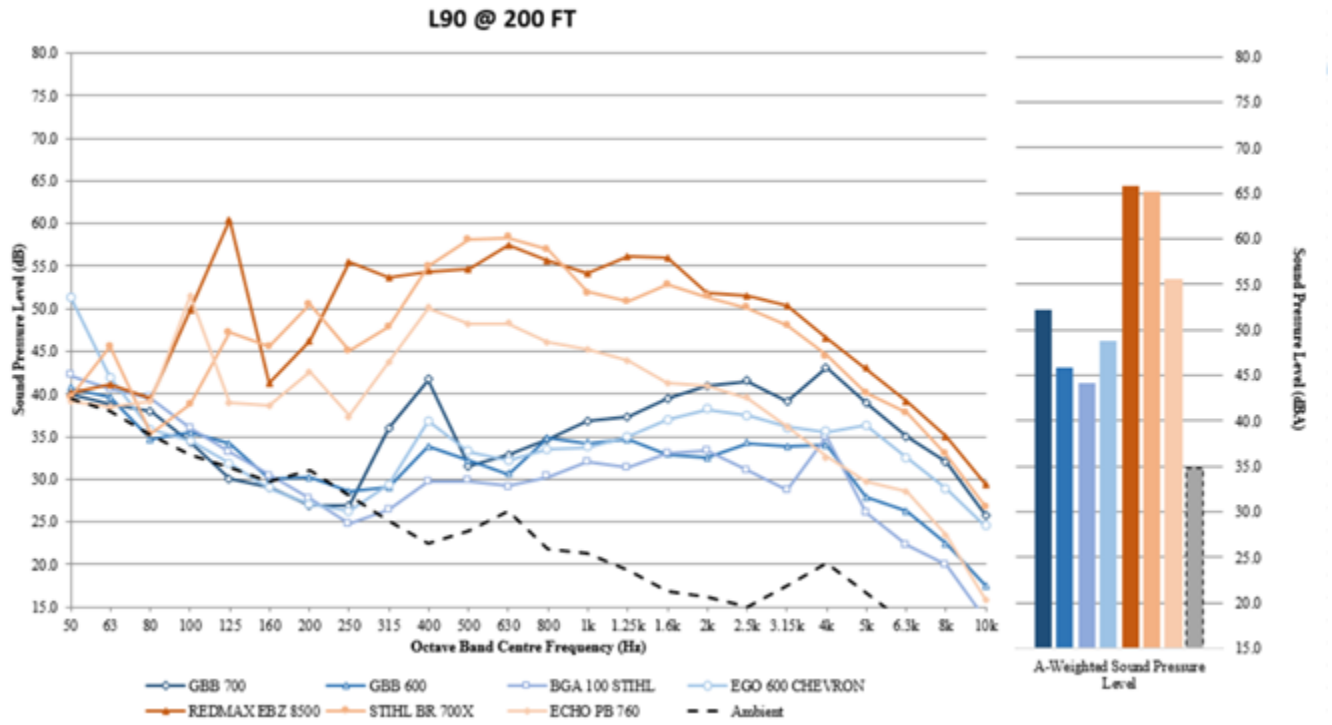


Figure 5: Sound Pressure Levels measured at 400 feet

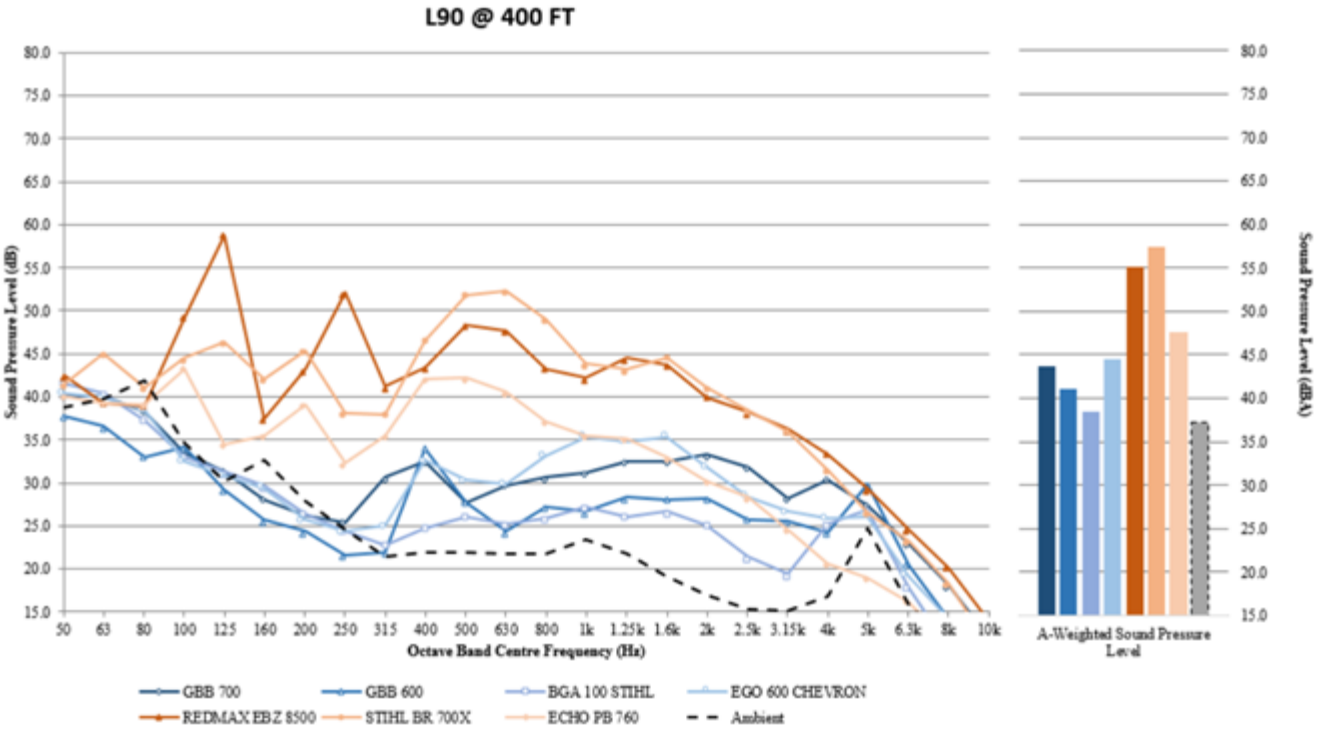


Figure 6: Sound Pressure Levels measured at 800 feet

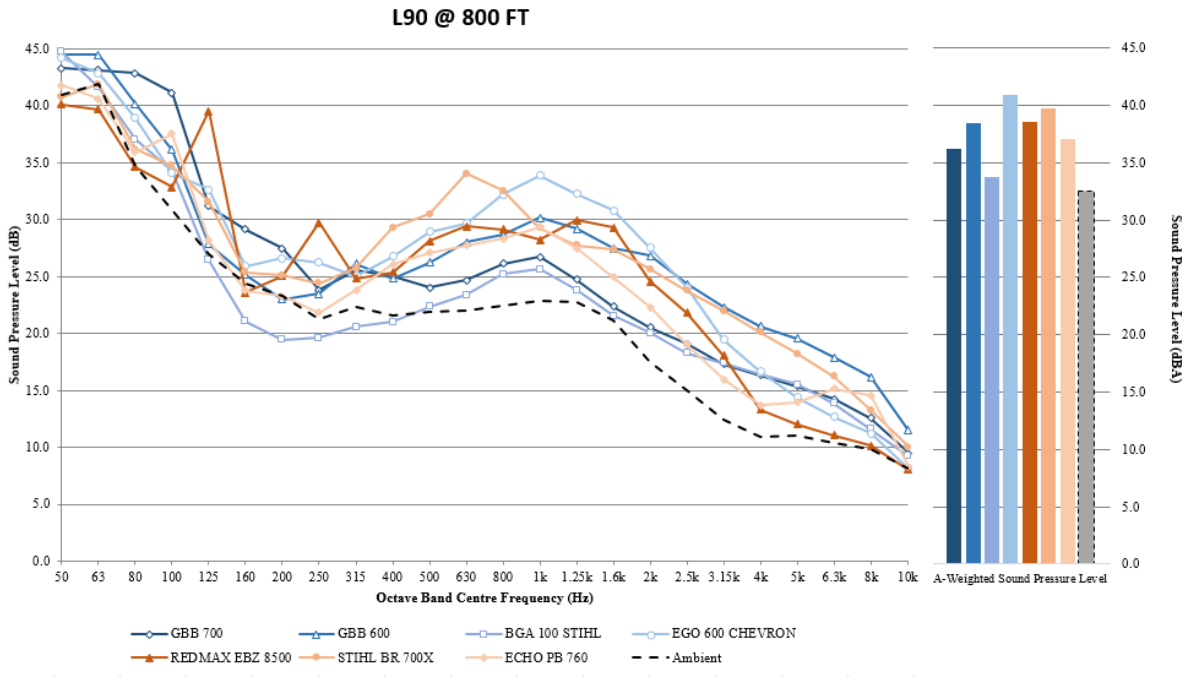
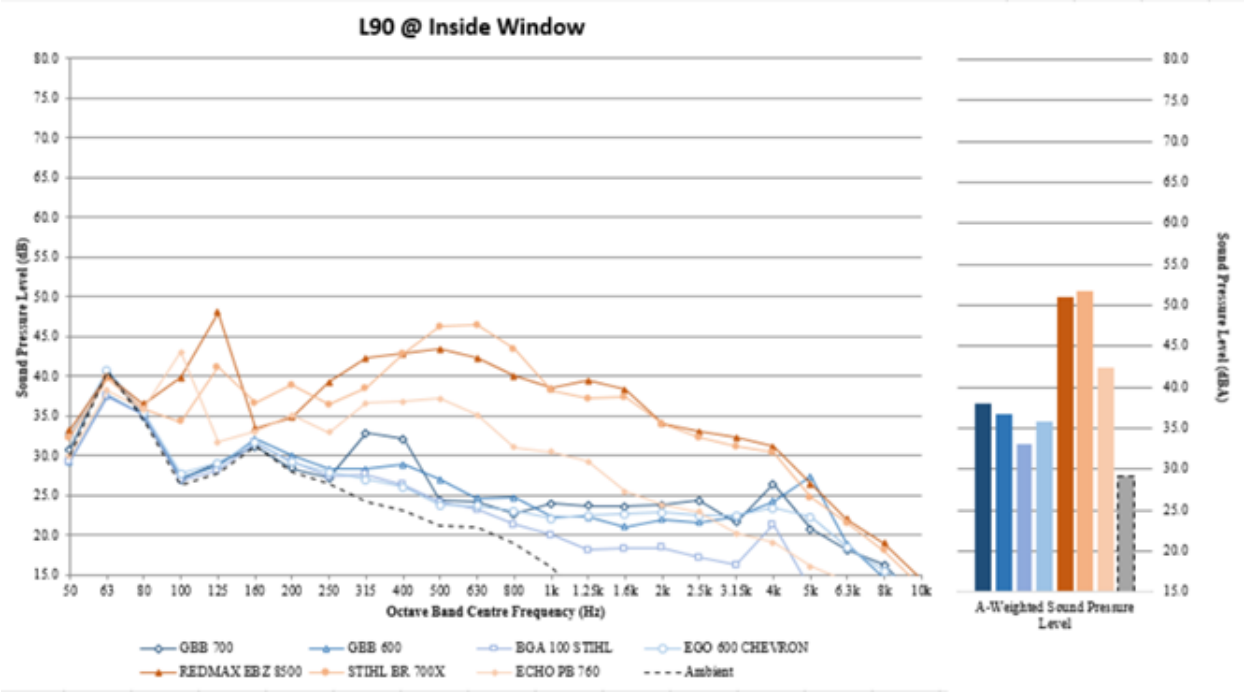


Figure 7: Sound Pressure Level measured inside a residence with leaf blowers 50 feet from the window



3.2 Discussion

From the measured data graphed above, it is observed clearly that the group of gas leaf blowers (shaded in orange) all exhibit a much higher level of sound energy in the low frequency bands at all distances. In a number of cases, this engine noise is a peak at 100 to 125 Hz. This low frequency energy is quite distinctly different for the gas leaf blowers than the battery powered leaf blowers.

Audibility over larger distances: The chart above shows that at only the peaks of low frequency engine sound were prominently above the ambient noise measured. Based on the experience of measuring sound, Arup witnessed that the three gas powered leaf blowers at an 800 foot distance were audible, two being clearly audible and the third being noticeable, while all of the battery powered leaf blowers were not distinguishable above the ambient community sound levels at that distance. Since these peaks on the chart do not occur with the battery powered leaf blowers it can be concluded that this is the character of the sound that travels over greater distances and is more audible throughout a community.

Audibility within Houses: One of the challenges with low frequency noise is that it requires heavy construction or materials to stop the sound transmitting. This is very clear when it comes to windows and glass doors in houses. The heavy drywall or brick walls of a house may do a very good job at blocking noise from outside, but any low frequency sound transmits easily through the lighter weight windows. This is a common issue with the drone of road traffic or aircraft overhead, and a number of states and federal programs provide funding to upgrade housing in impacted areas. With leaf blowers, the low frequency components of the gas leaf blowers are what is most easily transmitted, and this is clearly seen in Figure 7 at 100-125 Hz as well as in the air ‘whooshing’ frequencies up to around 500 Hz which also transmits into the house very easily. These sound levels of gas powered leaf blowers as measured inside the house, are significantly above those of the battery powered leaf blowers.

4 Audio Demonstrations

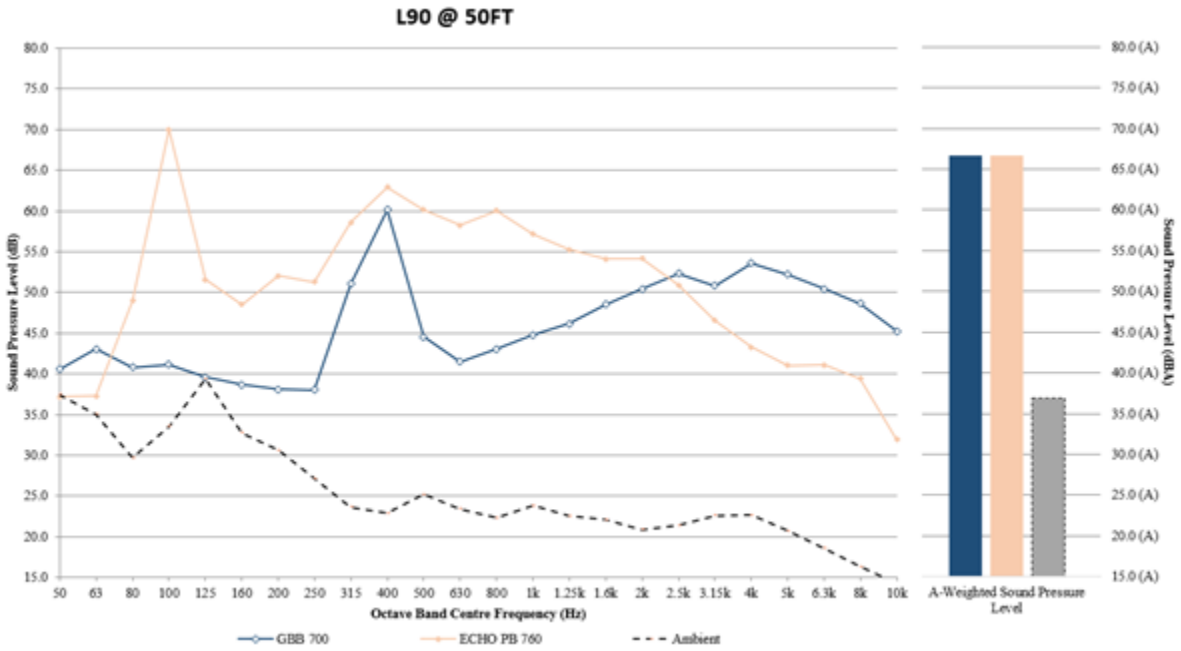
During the oral testimony of Chris Pollock on July 2, 2018, calibrated audio demonstrations of gas and battery powered leaf blowers were presented. It is important to note that the audio was played to replicate the level of the sound at the listening positions of Chairman Mendelson and Councilmember Cheh. The demonstrations were audible to members of the audience in the room and on the internet; however, the experience and levels perceived by the audience was not calibrated for their listening position.

The following three scenarios were experienced by Chairman Mendelson and Councilmember Cheh:

4.1 Demonstration 1

The first sample was a comparison of a gas and a battery blower with the same dB(A) from the manufacturers standardized testing. The important comparison is that while the overall loudness may be the same, the acoustic qualities of each and the character of the sound are totally different – the gas leaf blower generating much more low frequency noise.

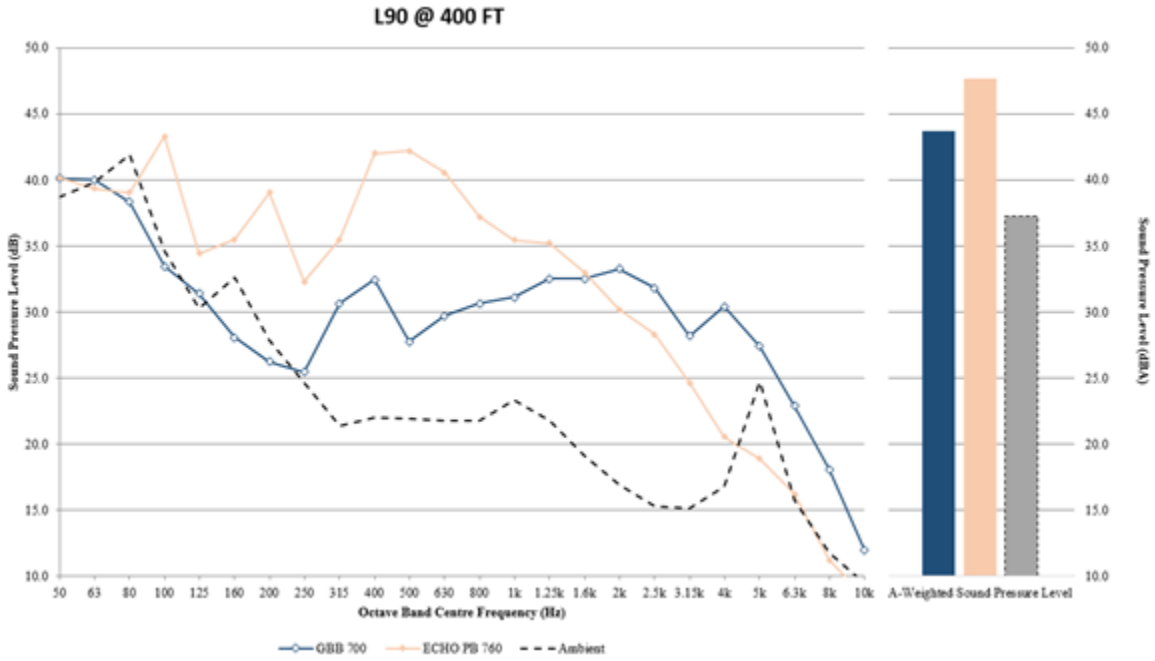
Figure 8: Audio demonstration 1 – equivalent gas and battery leaf blowers at 50 feet



4.2 Demonstration 2

The second demonstration presented in the proceedings was relative to the same two equally noise rated blowers, one gas (Echo PB 760) and one battery (Greenworks GBB 700) at 50 feet. This demonstration indicates that while rated the same overall noise level at 50 feet, the same gas blower has a significantly greater noise impact at 400 feet because the low frequency content of its noise transmits more easily over the 400 foot distance. This demonstration indicates what the community hears around operating blowers, highlighting that the low frequency components of the gas engines is part of the increased impact of gas blowers.

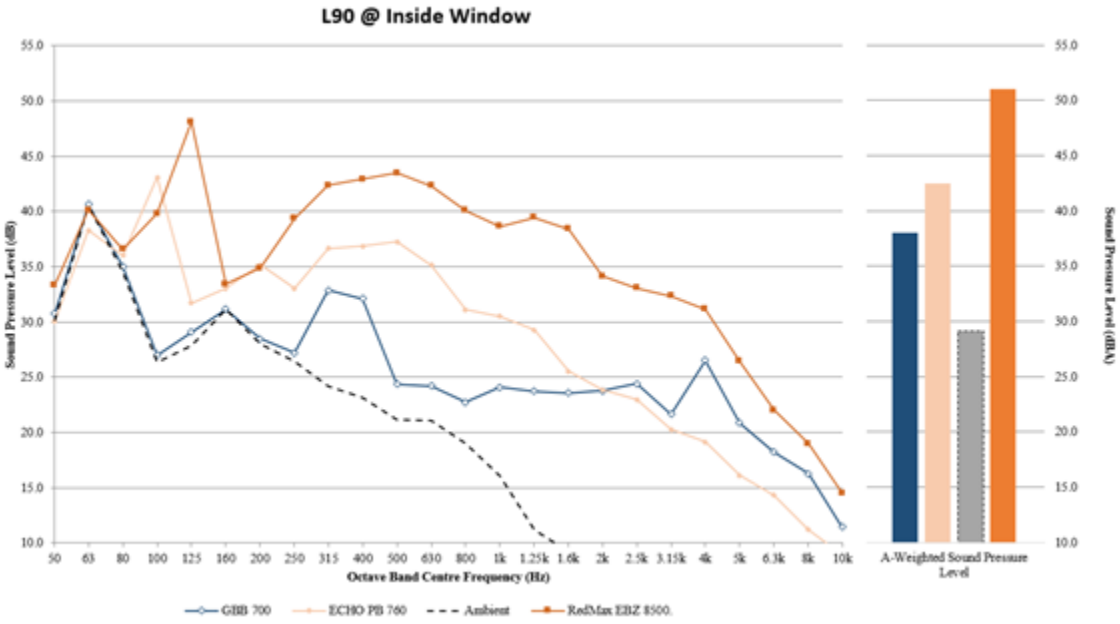
Figure 9: Audio demonstration 2 – equivalent gas and battery leaf blowers at 400 feet



4.3 Demonstration 3

Our third and final demonstration is three leaf blowers as measured inside an adjacent house (Greenworks GBB 700, Echo PB 760 and the Redmax EBZ 8500), with the leaf blowers operating at 50 feet from the windows, behind a typical insulated glass window. The audio results indicated that the two gas leaf blowers, the two orange lines in the graph below, were significantly above the battery blower in almost all frequency bands.

Figure 10: Audio demonstration 3 – gas and battery leaf blowers inside a house



5 Conclusions

Based on our measurements we conclude the following key points from our review of the results:

- The gas powered leaf blowers tested all generated more low frequency noise than the battery powered leaf blowers tested
- The low frequency noise of the gas leaf blowers transmitted over greater distances and was more readily audible over the longer 400 and 800 foot measurement distances
- The low frequency noise of the gas leaf blowers transmitted into a residential house more easily and were louder inside than the battery leaf blowers tested

6 Technical Glossary

L_{10}- The level of sound in deciBels that, for a given time period of interest, is exceeded 10 % of the time.

L_{EQ} – The equivalent continuous sound level. The preferred method to describe sound levels that vary over time, resulting in a single deciBel value which takes into account the total sound energy over the period of time of interest.

L_{50} - The level of sound in deciBels that, for a given time period of interest, is exceeded 50 % of the time.

L_{90} - The level of sound in deciBels that, for a given time period of interest, is exceeded 90 % of the time.

7 About Chris Pollock, PE

Chris Pollock, PE is an acoustical consultant with Arup with 20 years of experience measuring noise and designing buildings and spaces for acoustics on projects in the USA and around the world. He has an Honors degree in Mechanical Engineering from the University of Canterbury an is a Professional Engineer in the Commonwealth of Virginia. Chris has been published in articles in the field of acoustics in Architectural Record, contributed to the Architectural Graphic Standards and has been interviewed by various media outlets regarding acoustics and noise and serve on a number of panels and committee on topics related to acoustics and noise.

End of Written Statement

National Emissions from Lawn and Garden Equipment

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Abstract

Background: The contribution of gasoline-powered lawn and garden equipment (GLGE) to air pollutant emissions in the United States has not been extensively studied. Goal: Our goal is to provide annual US and state-level emissions estimates of volatile organic compounds (VOC): criteria pollutants (carbon monoxide [CO], nitrogen oxides [NOx], particulate matter [PM] <10 microns, including PM < 2.5 microns [PM 10, PM2.5]; and carbon dioxide (CO2) from GLGE, with a focus on 2-stroke engines. Methods: Pollutant emissions data were extracted from the Environmental Protection Agency's (EPA) 2011 and 2018 modeling platform (version 6), for GLGE (Source Code Classifications 2260004021−2265004071), and equipment population data were obtained from the EPA's nonroad model. Data were sorted by equipment type and characteristics. Aggregate and equipment-specific emissions were calculated and compared with emissions from all gasoline-fueled nonroad equipment. Results are presented as descriptive statistics. Results: In 2011, approximately 26.7 million tons of pollutants were emitted by GLGE (VOC=461,800; CO=5,793,200; NOx=68,500, PM10=20,700; CO2=20,382,400), accounting for 24%−45% of all nonroad gasoline emissions. Gasoline-powered landscape maintenance equipment (GLME; leaf blowers/vacuums, and trimmers, edgers, brush cutters) accounted for 43% of VOCs and around 50% of fine PM. Two-stroke engines were responsible for the vast majority of fine PM from GLME. State data (California, New York, Texas, Illinois, and Florida), 2018 projections, and additional comparisons are presented. Methodological issues are discussed. Conclusions: GLGE accounts for a major portion of US nonroad gasoline emissions. Two-stroke engines are an important source of VOCs and criteria pollutants.

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INTRODUCTION

Gasoline-powered lawn and garden equipment (GLGE) ranging from string trimmers to stump grinders and tractors is a source of high levels of localized emissions that includes hazardous air pollutants, criteria pollutants, and carbon dioxide (CO2).[1-4] Workers using commercial equipment are exposed when they are close to the emitting sources several hours each day, several days a week in seasons of use. Other members of the public, including children, may also be exposed to high levels of emissions from commercial landscape maintenance equipment (GLME) such as leaf blowers, trimmers, and mowers, used routinely around residential neighborhoods, schools, parks, and other public spaces. The commercial landscape maintenance industry has experienced strong growth over the last 15 years and depends largely on gasoline-powered equipment for most tasks once performed manually. These factors are raising concerns about the health impacts of GLGE emissions on workers and the public.

Extensive evidence exists on the adverse health effects of exhaust emissions and other fine particulates which include cardiovascular disease, stroke, respiratory disease, cancer, neurological conditions, premature death, and effects on prenatal development.[5-13] Short term and long term exposures are implicated. However, GLGE as a source of these emissions has received little attention. Understanding the characteristics of GLGE and GLME emissions can help estimate potential health impacts of these close-to-the-source emissions.

The goal of this study was to characterize annual emissions from GLGE at the national level and in selected states and to estimate the contribution of GLME to those emissions. Special attention is paid to 2-stroke GLME engines. The emissions contributions from the four of the five most populated states are derived from the NEI, and for California, from the emissions inventory of the California Air Resources Board (CARB).

METHODS

Study Design

The GLGE emissions analyzed are total volatile organic compounds (VOC) and individual VOCs (benzene, 1,3 butadiene, acetaldehyde, formaldehyde); criteria pollutants (carbon monoxide [CO], nitrogen oxides [NOx], particulate matter [PM] <10 microns, including PM < 2.5 microns [PM 10, PM2.5]); and carbon dioxide (CO2). Equipment pollutant data were extracted from SCC summary reports from the EPA's 2011 and 2018 modeling platform (version 6), and equipment population data were obtained from the Nonroad model. GLGE included the equipment in **TABLE 1** and identified by Source Code Classifications 2260004021−2265004071. The GLME subset is defined as leaf blowers/vacuums; trimmers/edgers/brush cutters; and mowers. Groupings of equipment, eg, leaf blowers/vacuums, were predefined by the NEI.

"All Emissions" are defined as all emissions from stationary and mobile sources, excluding biogenic and naturally occurring emissions. "All Nonroad Emissions" are defined as all emissions from the equipment types accounted for within the Nonroad model; note that this does not include emissions from commercial marine, rail, and aircraft sources. "Gasoline Nonroad Emissions" are defined as emissions from gasoline fueled equipment accounted for within the Nonroad model. National emissions were analyzed by type of equipment and engine configuration as shown in **TABLE 1**. All results are presented as descriptive statistics.

Table 1. Categorization scheme for analysis of GLGE emissions

Type of Equipment	**Engine Configuration**
GLME	
Leaf Blowers/Vacuums	2 stroke, 4 stroke
Trimmers/Edgers/Cutters	2 stroke, 4 stroke
Mowers	4 stroke
Other GLGE	
Chain Saws	2 stroke, 4 stroke
Rotary Tillers	2 stroke, 4 stroke
Snowblowers	2 stroke, 4 stroke
Turf Equipment	2 stroke, 4 stroke
Chippers/stump grinders	4 stroke
Tractors	4 stroke
Shredders	4 stroke
Other	4 stroke

Analyses

All analyses except for the 2018 projections represent 2011 estimates.

Equipment Populations

The national populations of all types of GLGE were obtained from the Nonroad model. The contribution of each type to the whole population was determined.

Contributions of All Nonroad and GLGE Sources

All Nonroad Emissions were compared to All Emissions. GLGE emissions were then calculated and compared with All Nonroad Emissions and All Emissions.

Contribution of Landscape Maintenance Equipment to GLGE Emissions

GLME emissions and their contribution to GLGE and All Nonroad Emissions were analyzed. Additional analyses were conducted to examine the relative contributions of 2-stroke GLME engine emissions.

Projected Growth of GLGE Emissions: 2011−2018

GLGE emissions projected for 2018 were obtained from the EPA's 2018 modeling platform, version 6, and compared with 2011 emissions.

GLGE Emissions in the Five Largest States

State level emissions data from the five most populated states (US Census) – California, Florida, Illinois, New York, and Texas – were extracted and analyzed. Estimates of GLGE emissions for Florida, Illinois, New York, and Texas were based on 2011 data from the EPA's 2011 modeling platform, version 6. Estimates of GLGE emission for California were based on data from the CARB's OFFROAD2007 Model and estimated for 2012. No adjustments were made for potential differences in annual emissions between 2011 and 2012 California data. The program structure of the OFFROAD2007 Model provides a general overview of the methodology used to estimate emissions from off-road sources (http://www.arb.ca.gov/msei/offroad/pubs/offroad_overview.pdf).

Each state's contribution to national GLGE Emissions was calculated and compared with its contributions to the US landscape maintenance labor force and the US population. Labor force statistics were sourced from the Bureau of Labor Statistics, May 2013 reports (www.bls.oes) and population data from the 2011 US Census.

Nonroad Air Emissions Model

EPA developed a nonroad air emissions model in the 1990s to provide estimates of emissions from most types of nonroad equipment, including construction equipment, recreational marine vessels, and lawn and garden equipment (LGE). The model is referred to simply as the "Nonroad" model, and it has been updated a number of times since its creation. Documentation for the model exists as a number of technical reports available on EPA's website (http://www.epa.gov/otaq/nonrdmdl.htm). Total emissions are determined by summing the exhaust and evaporative emission components.[14, 15] The preponderance of emissions from Nonroad equipment occurs as exhaust emissions due to the combustion of fuel. The methodologies for determining exhaust emissions are summarized below.

Exhaust Emissions from Nonroad Engines

The Nonroad model uses the following equation to calculate exhaust emissions from nonroad engines (ref: Median):

Emissions = (Pop) x (Power) x (LF) x (A) x (EF)

Where Pop = Engine population

Power = Average Power (hp)

LF = Load factor (fraction of available power)

A = Activity (hrs/yr)

EF = Emission factor (g/hp-hr)

The derivation of the default model data for each factor from the above equation is discussed below.

a. Equipment populations and average power (horsepower)

The technical report titled "Nonroad Engine Population Estimates"[16] indicates that equipment population data for most types of equipment were obtained from Power Systems Research, an independent marketing research firm, although in some instances other data source were used. Of interest for this analysis, for many LGE categories EPA used sales data obtained from equipment manufacturers during the development of its Phase 1 emission standards for small (less than 25 hp) gasoline fueled nonroad engines. This was done for the following LGE categories: lawn mowers, trimmers/edgers/brush cutters, leaf blowers/vacuums, and chainsaws. The report notes that an equipment population base year of either 1996 or 1998 was used for the LGE types.

Once estimates of equipment populations were derived, information obtained by the state of California was used to divide the equipment between the residential and commercial sectors. This step was needed because of the large difference in usage patterns between these two sectors. **TABLE 2** below contains an extract of data from Table 3 of the Nonroad Engine Population report mentioned above, and illustrates how the split between residential and commercial equipment was apportioned for a number of LGE types.

Table 2. Percentage split between residential and commercial equipment

SCC code	Application	Horsepower categories	Residential (% of equipment population)	Commercial (% of equipment population)
22xx004010 22xx004011	Lawn mowers	All	96.3	3.7
22xx004025 22xx004026	Trimmers/edgers/cutters	0-1 hp	100	0
		1-3 hp	85.3	14.7
		> 3 hp	0	100
22xx004020 22xx004021	Chainsaws	0-1 hp	100	0
		1-3 hp	97.0	3
		> 3 hp	0	100
22xx004030 22xx004031	Leaf blowers/vacuums	0-1 hp	100	0
		1-3 hp	92.5	7.5
		> 3 hp	0	100

i. Geographic allocation of residential LGE Populations (except snowblowers)

The Nonroad model uses US Census data on one and two unit housing to allocate national equipment populations to the county level. The population documentation report mentioned above notes that other variables are likely to also affect the distribution of LGE population, such as average yard size. However, no consistent, reliable data surrogates could be found to apportion the national level equipment populations based on these alternative factors, and so the model relies solely upon US Census data on one and two unit housing to allocate national LGE population data to the county level.

ii. Geographic allocation of commercial L&G Equipment Populations (except snowblowers)

The Nonroad model uses the number of employees in the landscaping services industry to disaggregate national level LGE population data to the county level. This was accomplished using data from the North American Industry Classification System (NAICS); specifically, for NAICS code 561730, landscaping services.

iii. Equipment population projections

The Nonroad model enables the user to obtain estimates of emissions for years other than the base year used for equipment populations. This is accomplished by the development of processes to handle the growth in equipment populations due to the purchase of new equipment as years pass, and adjustments made to account for the scrappage of old equipment. The reader is referred to the EPA technical reports "Nonroad Engine Growth Estimates,"[17] and "Calculation of Age Distributions in the Nonroad Model – Growth and Scrappage"[18] for further information on these topics. Both of these reports are available on the EPA website (http://www.epa.gov/otaq/nonrdmdl.htm).

b. Activity levels and load factors.

Equipment populations and horsepower levels alone are not sufficient for determining emissions from nonroad equipment; assumptions about frequency and patterns of use must also be made. The EPA report, "Median Life, Annual Activity, and Load Factor Values for Nonroad Engine Emissions Modeling"[19] describes how the Nonroad model assigns default activity levels, in hours per year, and

load factors in performing its calculations. Load factors are needed to account for the fact that equipment is not typically used at full power 100% of the time; load factors reflect that and are presented in terms of average percent of full power for the equipment as it is used. The activity levels and load factors for small (< or = to 25 hp) spark-ignition engines for many LGE types was taken from data supplied to EPA during the comment period for the regulation of these engines. **TABLE 3** below contains an extract of the default activity data, in annual hours of equipment use, and load factor data, expressed as fraction of full power, taken from Table 6 of the above mentioned report.

Table 3. Example default activity levels and load factors for LGE

Equipment type	Use	Activity level (Annual hours)	Load factor (fraction of full power)
Lawn mowers	Residential	25	0.33
	Commercial	406	0.33
Trimmers/Edgers/Cutters	Residential	9	0.91
	Commercial	137	0.91
Leaf blowers\Vacuums	Residential	10	0.94
	Commercial	282	0.94
Chainsaws	Residential	13	0.70
	Commercial	303	0.70

c. Emission factors

EPA's documentation for the source of the emission factors used within the Nonroad model are contained in the following two reports: "Exhaust and Crankcase Emission Factors for Nonroad Engine Modeling: Compression-Ignition"[20] and "Exhaust Emission Factors for Nonroad Engine Modeling: Spark-Ignition." [21] Information pertaining to LGE contained in the latter report is discussed below.

Emission factors for spark-ignition engines rated at less than 25 hp were segregated into 5 engine classes based on primary use of the engine (handheld vs. non-handheld), and engine size according to engine displacement. Beginning in 1997, engines designed for both handheld and non-handheld applications became subject to several phases of regulation geared towards reducing fuel consumption (expressed in terms of brake-specific fuel consumption [BSFC]) and producing fewer air emissions in the combustion process. **TABLE 4** below contains an extract of information from Table 1 of the Exhaust Emissions 2010 report, and shows the impact of EPA's regulation on one such class of engines: small, hand-held, gasoline fueled two-stroke engines.

Table 4: Impact of regulation on small*, hand-held, gasoline fueled two stroke engines

Engine Tech Type	HC (g/hp-hr)	CO (g/hp-hr)	NOx (g/hp-hr)	PM (g/hp-hr)	BSFC (lb/hp-hr)
Baseline	261.00	718,87	0.97	7.7	1.365
Phase 1	219.99	480.31	0.78	7.7	1.184
Phase 2 (with catalyst)	26.87	141.69	1.49	7.7	0.822

BSFC: Brake-specific fuel consumption; CO: carbon monoxide; HC: hydrocarbon; NOx: nitrogen oxides; PM: particulate matter

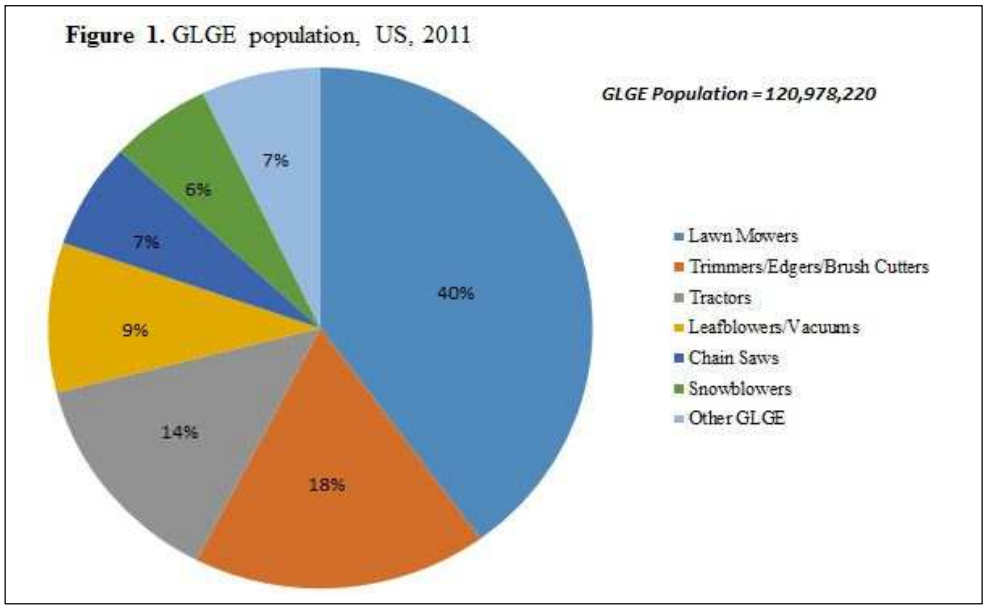
* These emission factors are for engines sized from 0 to 1 hp.

Other factors also influence the combustion related exhaust emissions from nonroad engines, such as fuel type, ambient temperature, and deterioration of equipment with age and use. The reader is referred to the EPA web-site (http://www.epa.gov/otaq/nonrdmdl.htm) for additional information on these topics.

RESULTS

Equipment Populations

Approximately 121 million pieces of GLGE are estimated to be in use in the United States (**FIGURE 1**). GLME accounts for two-thirds of all GLGE of which lawn mowers are the most numerous, followed by trimmers/edgers/ brush cutters, and then leaf blowers/vacuums. Projections from 2011 indicate a 13% increase across all equipment types after the combined effect of new equipment purchases and scrappage of old equipment are evaluated, resulting in an estimated 136 million pieces of GLGE in use by 2018.



Contribution of Nonroad Emissions to All Emissions

All Nonroad sources account for approximately 242 million tons of pollutants each year, accounting for 17% of all VOC emissions, 12% of NOx emissions, 29% of CO emissions, 4% of CO2 emissions, 2% of PM10 emissions, and 5% of PM2.5 emissions.

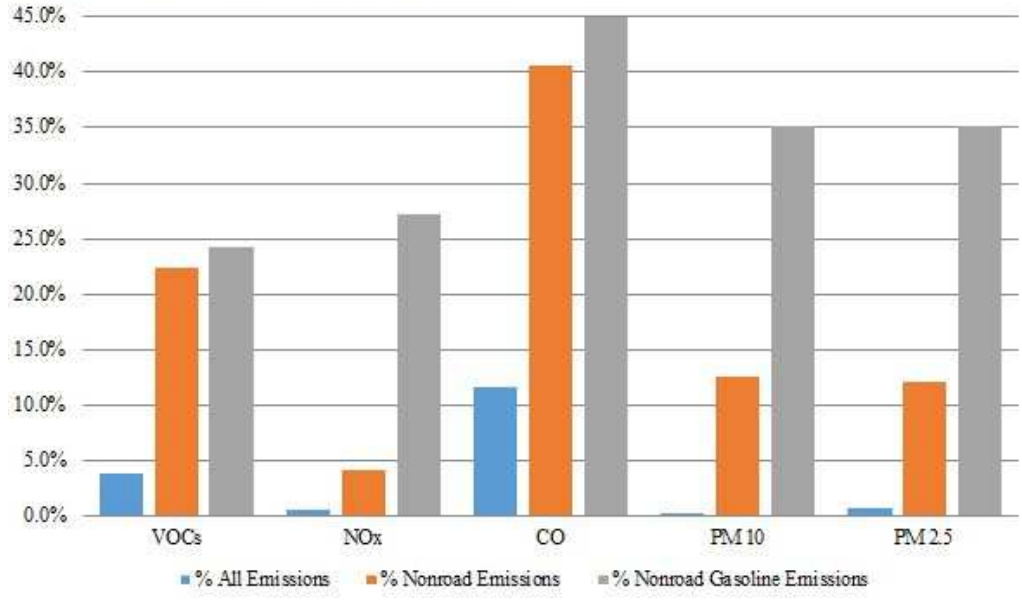
All Nonroad Emissions account for a substantial percentage of All Emissions of benzene (25%), 1,3 butadiene (22%), CO (29%), PM10 (2%), and PM2.5 (5%). Because of the relatively small contribution of GLGE CO2 to All Emissions (0.3%), it is not further considered in this report.

Contribution of GLGE to All Emissions and Nonroad Emissions

GLGE emitted approximately 6.3 million tons of VOCs (461,800) and criteria pollutants (CO=5,793,200; NOx=68,500, PM10=20,700 [19,000 of which is PM2.5]), and 20.4 million tons of CO2 in 2011. GLGE represented nearly 4% of All Emissions of VOCs and 12% of All Emissions of CO

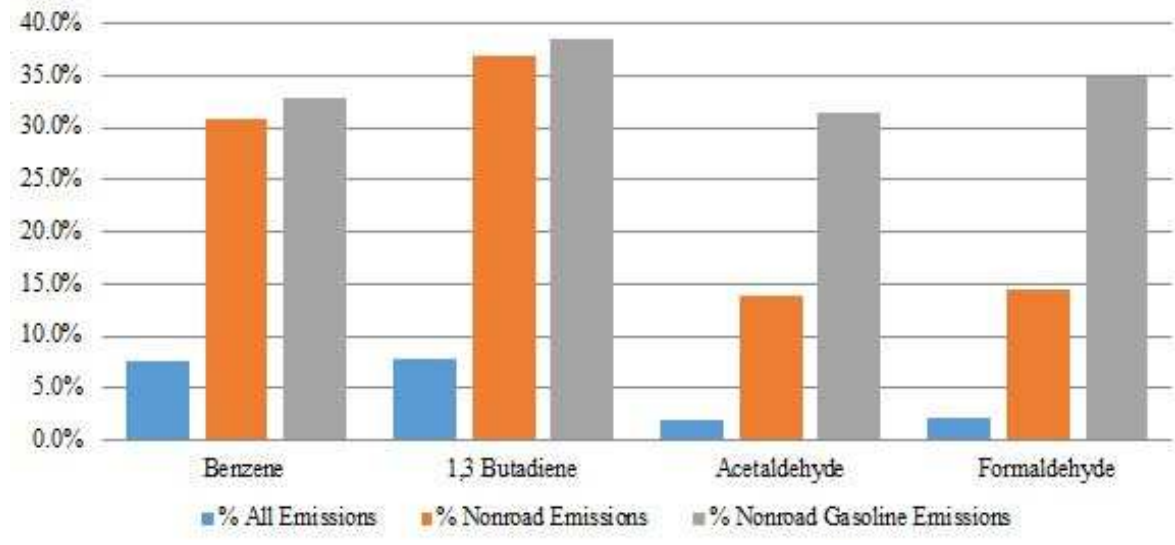
(FIGURE 2). GLGE fine PM emissions constitute a fraction of a percent of All Emissions of fine PM, but is a major Nonroad source, accounting for nearly 13% of All Nonroad Emissions of fine PM and more than one-third of Gasoline Nonroad Emissions of fine PM.

Figure 2. Contribution of GLGE emissions, US, 2011



Analysis of individual VOC emissions shows that GLGE contributes nearly 8% of All Emissions of both benzene and 1,3 butadiene (**FIGURE 3**). Within All Nonroad Emissions and Gasoline Nonroad Emissions, GLGE accounts for nearly one-third or more of benzene and 1,3 butadiene emissions, and also becomes a major source of aldehyde and formaldehyde emissions from Gasoline Nonroad sources.

Figure 3. Contribution of individual VOC emissions from GLGE, US, 2011



Contribution of GLME to GLGE Emissions

Compared with the GLGE contributions of Nonroad Gasoline Emissions shown in **FIGURE 2**, contributions of VOCs and fine PM emissions from GLME are disproportionately high, and for NOx and CO, are disproportionately low (**FIGURE 4**). Small GLME engines account for more than 40% of VOC emissions and one-half of PM10 and PM2.5 emissions from GLGE. Close to 90% of fine PM emissions from GLME come from 2-stroke engines (**FIGURE 5**).

Figure 4. Contribution of GLME to GLGE emissions, US, 2011

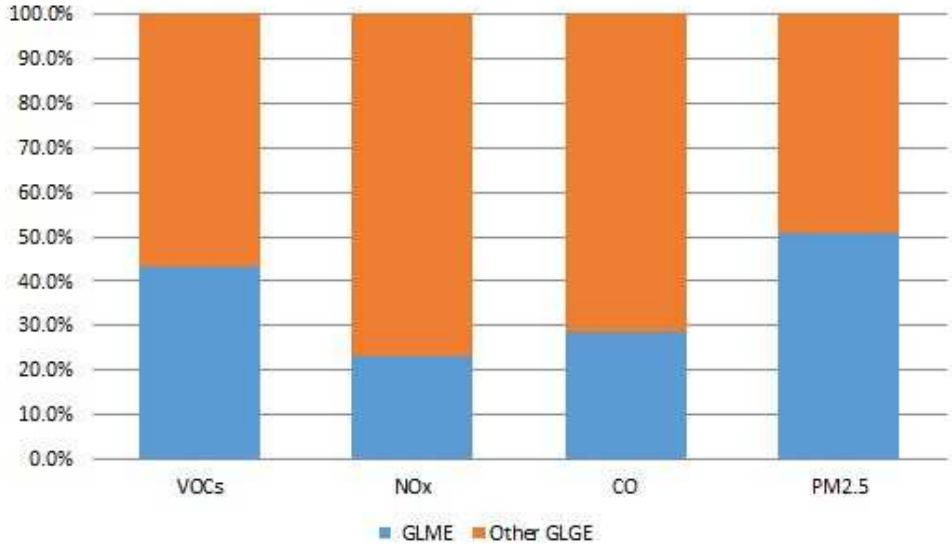
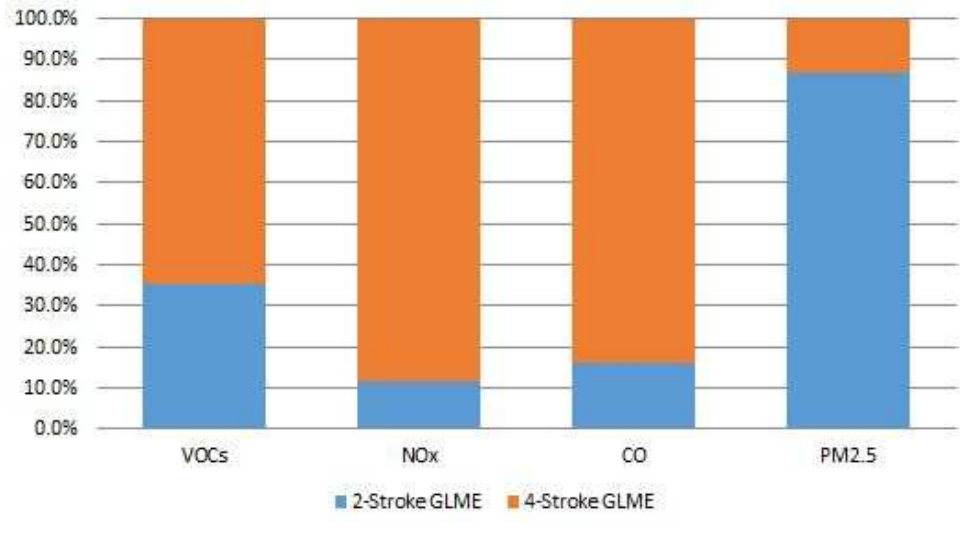


Figure 5. Contribution of 2-stroke engines to GLME emissions, US, 2011



Projected Growth of GLGE Emissions: 2011−2018

By 2018, the annual tonnage of ozone precursors, VOCs and NOx, emitted by GLGE is projected to decrease substantially from 2011, as more of the in-use fleet becomes represented by equipment built to meet EPA nonroad emission standards. CO emissions remain comparable to 2011 levels, while CO2 and fine PM emissions are projected to increase modestly.

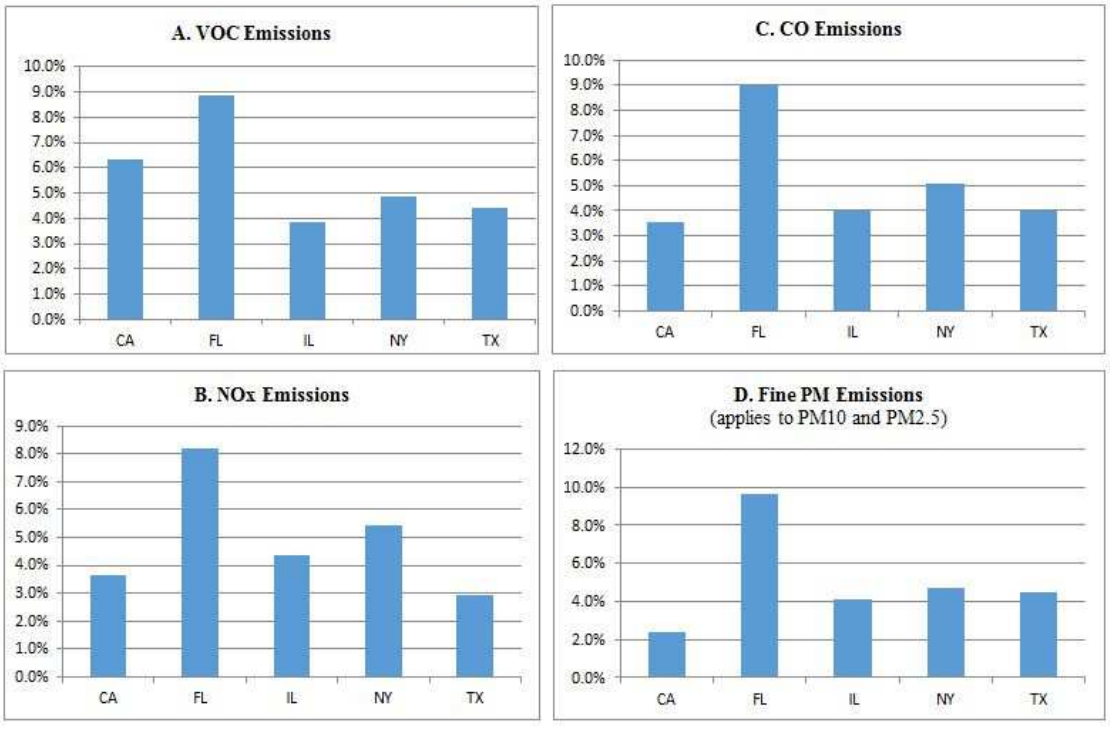
Table 5: Estimated Change in GLGE Emissions, 2018 vs 2011

Emissions	% Change
VOCs	-20.9%
NOx	-31.1%
CO	-4.9%
CO2	12.3%
PM 10	8.2%
PM 2.5	8.4%

GLGE Emissions in the Five Most Populated States

When considered together, GLGE emissions from California, Florida, Illinois, New York and Texas constitute approximately one-quarter of national GLGE emissions.

Figure 6. Emissions contributed by the 5 most populated states, US, 2011*

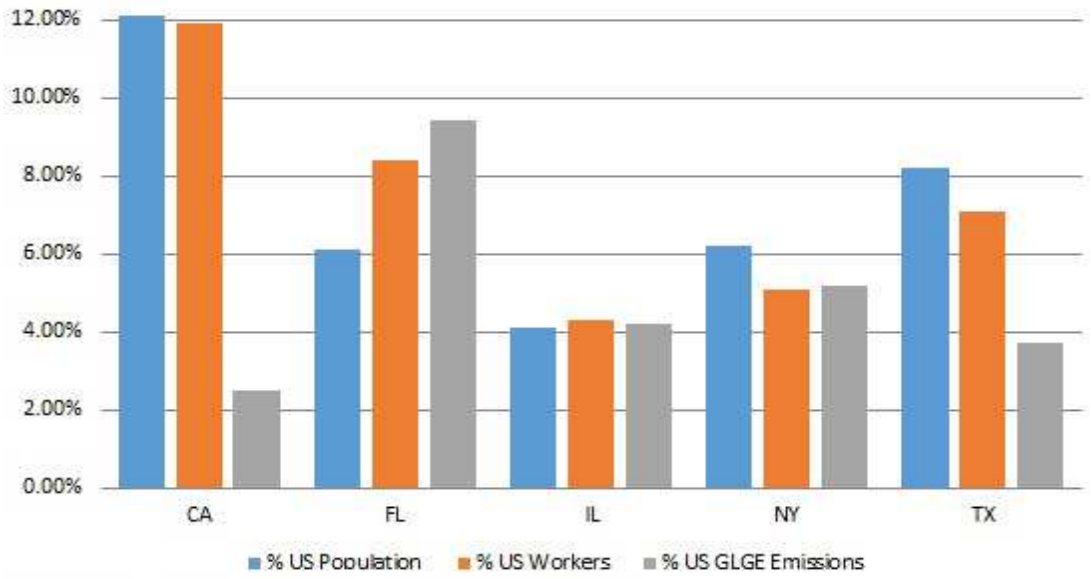


CA: California; FL: Florida; IL: Illinois; NY: New York; TX: Texas
*California data are from 2012.

Florida's GLGE emissions were 1.4 to 2.1-times higher compared with emissions in states having the next highest level of emissions in each GLGE pollutant category, and 2.2 to 4.4-times higher compared with emissions in states having the lowest level of emissions in each GLGE pollutant category (**FIGURE 6**).

For Florida, Illinois, and New York, state-specific contributions of GLGE emissions compared to the national total were relatively consistent with their contributions to the national population and the national grounds maintenance workforce. For California, its GLGE emission contribution was one-fifth that of its contribution to the national population and to the national grounds maintenance workforce. For Texas, its GLGE emission contribution was 40%−50% that of its contribution to the national population and to the national grounds maintenance workforce (**FIGURE 7**).

Figure 7. State contributions to US national population, grounds maintenance workforce, and GLGE emissions*



CA: California; FL: Florida; IL: Illinois; NY: New York; TX: Texas
*California data are from 2012 CARB estimates; all other state data are from 2011 NEI estimates.

DISCUSSION

The main findings of this study are: 1) GLGE is a prevalent source of toxic and carcinogenic emissions; 2) GLGE contributes substantially to nonroad emissions of benzene,1,3 butadiene, formaldehyde, CO, and fine PM; 3) GLME accounts for a disproportionately large share of VOC and fine PM emissions; 4) 2-stroke engines account for most fine PM emissions from GLME; 5) VOCs and NOx are projected to decrease substantially by 2018; CO emissions remain comparable to 2011 levels; and CO2 and fine PM emissions are projected to increase modestly; and 6) the GLGE emissions contributions from the the largest states are not always consistent with contributions to national population and national grounds maintenance workforce.

The large volume of emissions from GLGE found in this study is consistent with findings previously reported by the EPA[1] and from other studies.[2-4] The very substantial contribution of VOC, in particular benzene and 1,3 butadiene, deserves attention especially because of their localized nature.

While VOC emissions are expected decrease 21% on average by 2018, the rates of equipment replacement on which those projections are based are only approximated.

Adverse health effects from the GLGE emissions are well known. Benzene, 1,3 butadiene, and formaldehyde are listed among the four top ranking cancer-causing compounds.[22] They cause lymphomas, leukemias, and other types of cancer (International Agency for Research on Cancer, World Health Organization).[23, 24] Ground level ozone (formed by VOCs and NOx in the presence of sunlight) and fine PM cause or contribute to early death, heart attack, stroke, congestive heart failure, asthma, chronic obstructive pulmonary disease, and cancer.[5-11] Growing evidence suggests these pollutants also contribute to developmental and neurological disorders, including autism.[7-9, 12, 13] The mounting evidence on the dangers of short term exposure are especially concerning.[7, 9, 11]

The high levels of VOCs and fine PM from GLME are health risks for workers and other members of the public close to the emitting source. Although no studies of grounds maintenance workers were found, studies of gas station workers have shown that regular exposure to gasoline vapors can produce hematological and immunological abnormalities and elevate the risk of cancer.[25-27] In addition, children, seniors, and persons with chronic illnesses are especially vulnerable to the negative health impacts of GLME emissions.[28] Routine use of GLME in the vicinity of residential neighborhoods, schools, parks, and other public spaces may be exposing the public to unnecessary and preventable health risks. New equipment standards do not affect fine PM emissions; in fact, those emissions are expected to increase.

School buses represent another example of a close-to-emitting source in which children are subjected to increased exposure from diesel exhaust.[29] Tests of school buses found that diesel exhaust entering through the front door of the bus results in elevated levels of PM over time. When queuing, PM built up rapidly in the bus cabin when the front doors were open.

The variation in emissions levels observed among the five most populated states should be explored further. The reasons for the high emissions contribution from Florida and relatively low emissions contributions from Texas and California are not clear. Differences between CARB data and NEI data may account for some of the difference between California and other states. For example, the NEI baseline equipment population data are older compared with those of CARB. Other factors that may be involved include but are not limited to emissions estimation procedure, geographic and climate factors, regulations and their effectiveness, and efforts to promote cleaner alternatives.

This study has several limitations. Not all potentially harmful emissions were characterized; for example, polycyclic aromatic hydrocarbons. Other limitations concern the source data. Although the NEI is a comprehensive source of GLGE emissions data, the accuracy of the reported data is uncertain. Baseline equipment population data for the Nonroad model is 15−20 years old and does not account for growth of the commercial industry. This older population data supplies emission estimates to NEI, which in turn is used to create EPA's 2011 and 2018 modeling platforms. Although the residential and commercial CARB inventories and activity data are newer, they depend largely upon telephone survey data.[30, 31] Methodological weaknesses with the commercial survey data are discussed in the survey report.[31] For both data sources, the rates of replacement of older equipment by newer, cleaner equipment that meets the newer Phase 3 standards[32] can only be approximated.

CONCLUSIONS

GLGE is an important source of toxic and carcinogenic exhaust and fine particulate matter. Improved reporting and monitoring of localized GLGE emissions should be implemented. Medical and scientific organizations should increase public awareness of GLGE and GLME and identify GLGE as an important local source of dangerous air pollutants. Communities and environmental, public health, and other government agencies should create policies and programs to protect the public from GLGE air pollutants and promote non-polluting alternatives.

REFERENCES

1. Michaels H. "NONROAD Overview," Presented at the 2012 International Emission Inventory Conference of the US Environmental Protection Agency, Tampa, Florida, August 16, 2012.
2. Volckens J, Braddock J, Snow RF, et al. "Emissions Profile From New and In-Use Handheld, 2-Stroke Engines," Atmospheric Environment 2007;41:640-649.
3. Volckens J, Olson DA, Hays MD. "Carbonaceous Species Emitted from Handheld Two-Stroke Engines," Atmospheric Environment 2008;42:1239-1248.
4. Shipchandler R. *VOC Emissions from Gas Powered Leaf Blowers in the Chicago Metropolitan Region. Waste Management and Research Center Report*. Illinois Waste Management and Research Center, February 2008, TN08-093.
5. American Heart Association. Facts: Danger in the Air -Air Pollution and Cardiovascular Disease. Accessed 1/6/14 at http://www.heart.org/HEARTORG/Advocate/IssuesandCampaigns/Advocacy-Fact-Sheets_UCM_450256_Article.jsp
6. American Lung Association. State of the Air 2014.
7. *Integrated Science Assessment for Particulate Matter- Final Report*, US Environmental Protection Agency, December 2009, EPA/600/R-08/139F.
8. *Provisional Assessment of Recent Studies on Health Effects of Particulate Matter Exposure*, US Environmental Protection Agency, December 2012, EPA/600/R-12/056F,.
9. *Integrated Science Assessment for Ozone and Related Photochemical Oxidants*, US Environmental Protection Agency, 2013, EPA/600/R-10/076F.
10. *Air Pollution and Cancer*, K Straif, A Cohen, J Samet (Eds), Scientific Publication 161, International Agency for Research in Cancer, World Health Organization, Lyon Cedex FR:IARC, 2013.
11. Shah ASV, Lee KK, McAllister DA, et al. "Short Term Exposure to Air Pollution and Stroke: Systematic Review and Meta-Analysis," BMJ 2015;350:h1295.
12. Raz R, Roberts AL, Lyall K, Hart JE, Just AC, Laden F, Weisskopf MG. "Autism Spectrum Disorder and Particulate Matter Air Pollution Before, During, and After Pregnancy: A Nested Case-Control Analysis within the Nurses' Health Study II Cohort," Environ Health Perspect. 2015 Mar;123(3):264-70.
13. Power MC, Kioumourtzoglou M-A, Hart JE, et al. "The Relation Between Past Exposure to Fine Particulate Pollution and Prevalent Anxiety: Observational Cohort Study," BMJ 2015;350:h1111.
14. *Nonroad Evaporative Emission Rates*, US Environmental Protection Agency, July 2010, EPA-420-R-10-021, NR-012-d.
15. *Refueling Emissions for Nonroad Engine Modeling*, US Environmental Protection Agency, April 2004, EPA420-P-04-013, NR-013-b.
16. *Nonroad Engine Population Estimates*, US Environmental Protection Agency, July 2010, EPA-420-R-10-017, NR-006e.
17. *Nonroad Engine Growth Estimate*, US Environmental Protection Agency, April 2004, EPA420-P-04-008, NR-008c.
18. *Calculation of Age Distributions in the Nonroad Model: Growth and Scrappage*, US Environmental Protection Agency, December 2005, EPA420-R-05-018, NR-007c.
19. *Median Life, Annual Activity, and Load Factor Values for Nonroad Engine Emissions Modeling*, US Environmental Protection Agency, July 2010, EPA-420-R-10-016, NR-005d.
20. *Exhaust and Crankcase Emission Factors for Nonroad Engine Modeling: Compression-Ignition*, US Environmental Protection Agency, July 2010, EPA-420-R-10-018, NR-009d.
21. *Exhaust Emission Factors for Nonroad Engine Modeling: Spark-Ignition*, US Environmental Protection Agency, July 2010, EPA-420-R-10-019, NR-010-f.
22. Loh MM, Levy JI, Spengler JD, et al. "Ranking Cancer Risks of Organic Hazardous Air Pollutants in the United States," Environ Health Perspect 2007; 115:1160–1168.

23. Baan R, Gross Y, Straif K et al on behalf of the WHO International Agency for Research on Cancer Monograph Working Group. "A Review of Human Carcinogens—Part F: Chemical Agents and Related Occupations," Lancet Oncology 2009; 10:1143-1144.
24. Report on Carcinogens 13th Edition, 2014. US Department of Health and Human Services, Public Health Service, National Toxicology Program.
25. Lynge E, Andersen A, Nilsson R, et al. "Risk of Cancer and Exposure to Gasoline Vapors," Am J Epidemiol 1997;145:445-458.
26. Tunsaringkarn T, Prueksasit T, Kitwattanavong M, et al. "Cancer Risk Analysis of Benzene, Formaldehyde and Acetaldehyde on Gasoline Station Workers," Journal of Environmental Engineering and Ecological Science 2012, 1:1.http://dx.doi.org/10.7243/2050-1323-1-1.
27. Moro AM, Brucker N, Charão MF, et al. "Early Hematological and Immunological Alterations in Gasoline Station Attendants Exposed to Benzene," Environ Res. 2015;137C:349-356.
28. *State of the Air*, 2014, American Lung Association.
29. Hill LB, Zimmerman NJ, Gooch J. *A Multi-City Investigation of the Effectiveness of Retrofit Emissions Controls in Reducing Exposures to Particulate Matter in School Buses*, Clean Air Task Force, January 2005.
30. *2012 California Survey of Residential Lawn and Garden Equipment Owners: Population and Activity*, California Air Resources Board.
31. *Acquisition and Analysis of Commercial and Institutional Lawn and Garden Population and Activity Data: Final Report*, August 8, 2006, Eastern Research Group, Inc. for the California Air Resources Board.
32. *EPA Finalizes Emission Standards for New Nonroad Spark-Ignition Engines, Equipment, and Vessels*, US Environmental Protection Agency, Office of Transportation and Air Quality, September 2008, EPA420-F-08-013.

LEAF BLOWER REGULATIONS REGIONAL WORKING GROUP

MUNICIPAL RESEARCH AND BEST PRACTICES SUBCOMMITTEE REPORT

AUGUST 16, 2022

Summary

The Leaf Blower Regulations Regional Working Group Municipal Research and Best Practices Subcommittee surveyed numerous Illinois municipalities to determine if and how they regulated leaf blowers (see ***Appendix A***). It was determined that most Illinois municipalities do not have ordinances that prohibit or restrict the use of gas-powered leaf blowers. However, certain municipalities including but not limited to Evanston, Kenilworth, Winnetka, and Wilmette have adopted gas-powered leaf blower regulations to reduce noise and air pollution.

The Subcommittee also surveyed municipalities nationwide to identify successful programs, policies, and best practices for the Regional Working Group to consider. We found California has several communities with gas leaf blower regulations which are highlighted in the "Best Practices" section of this memorandum, along with other noteworthy municipal attempts to limit air pollutants and reduce noise pollution.

Importantly, our research assessed the success of various regulatory and enforcement strategies used in Illinois municipalities. We found:

- Police departments are the most common enforcer of leaf blower regulations; complaints of this nature are typically treated as low priority. Other enforcement agencies include Code Enforcement, Public Works, or, in the case of Evanston, the Health Department.

- To limit noise, many communities have noise ordinances that consequently limit the hours of use of leaf blowers without completely banning their use. The following communities have noise ordinances but do not specifically include "leaf blowers" in their regulation: Barrington, Buffalo Grove, Deerfield, Elmhurst, Glen Ellyn, Glenview, Grayslake, Lake Forest, Lake Zurich, Libertyville, Lincolnshire, Mettawa, Morton Grove, Mount Prospect, Mundelein, Northbrook, Northfield, Park Ridge, Riverwoods, Skokie, and Vernon Hills.

- The following Illinois communities have partial or full bans on leaf blowers: Wilmette, Evanston, Glencoe, Winnetka, Lincolnwood, Kenilworth, and Highland Park.

Illinois Municipal Regulations

Many Illinois municipalities regulate leaf blowers indirectly through the use of noise and nuisance ordinances that effectively set the acceptable hours of operation without introducing a seasonal ban. These communities, primarily on Chicago's North Shore, have engaged in more extensive regulatory efforts.

Evanston. The City of Evanston has an ordinance that prohibits gas-powered leaf blowers between May 15th and September 30th (summer) and after the first Thursday in December until March 29th (winter). Evanston will ban all gas-powered leaf blowers starting April 1, 2023 including during the seasons listed. There are no seasonal restrictions on electric-powered leaf blowers. When leaf blowers are allowed, their use is limited to Monday through Friday from 7:00 a.m. to 9:00 p.m. and on Saturday, Sunday, and holidays from 9:00 a.m. to 5:00 p.m. The Evanston Health Department enforces their regulations through progressive discipline: a written violation letter is sent upon the first offense, a $100 fine for the second offense, a $150 fine for the third offense, a $200 fine for the fourth offense, and $250 fines for the fifth and subsequent offense(s).

Glencoe. The Village of Glencoe prohibits the use of gas-powered leaf blowers between May 15th to September 15th and from December 15th to March 15th. The ordinance restricts commercial lawn maintenance equipment use from 7:00 a.m. to 7:00 p.m. on weekdays and from 9:00 a.m. to 6:00 p.m. on Saturdays, and bans use entirely on Sundays and holidays. These restrictions do not apply to property owners conducting maintenance on their property. The Glencoe Police Department enforces these restrictions by issuing $250 fines to commercial landscape companies who are in violation, starting from the first offense (e.g. no warning).

Highland Park. The City of Highland Park prohibits the use of gas-powered leaf blowers between May 15th and October 1st, except for golf course maintenance or roof gutter cleaning (between May 15th and June 15th). When allowed, leaf blowers can be operated between 7:00 a.m. to 7:00 p.m. on weekdays and from 9:00 a.m. to 5:00 p.m. on Saturdays. The Highland Park Police Department and Community Development Department enforce this ban with fines ranging from $200 to $500.

Kenilworth. The Village of Kenilworth has a noise and leaf blower ordinance that prohibits the use of gas-powered leaf blowers between May 15th and September 30th. When allowed, leaf blowers can be operated Monday through Friday from 8:00 a.m. to 6:00 p.m. and on Saturday, Sunday, and holidays from 9:00 a.m. to 5:00 p.m. Gas or electric-powered leaf blowers must never exceed 75 decibels. The Kenilworth Police Department enforces this ordinance.

Illinois Municipal Regulations (continued)

Lincolnwood. The Village of Lincolnwood prohibits the use of gas-powered leaf blowers from May 15th to September 30th. When allowed, the leaf blower ordinance restricts use from 7:00 a.m. to 6:00 p.m. Monday through Friday; 7:00 a.m. to noon on Saturday; and bans use entirely on Sundays and holidays. The Lincolnwood Police Department and a Code Enforcement Officer issues violation notices upon the first offense and a citation upon the second offense. Fines are determined in court.

Wilmette. The Village of Wilmette introduced a ban on gas-powered leaf blowers between May 15th and September 30th beginning in 2006. The prohibition includes using an electric leaf blower powered by a portable gasoline generator, but not the use of electric leaf blowers plugged into permanently installed electrical outlets attached to a permanent structure. Exemptions to the gas-powered leaf blower ban include golf courses, public parks, Wilmette Park District property, for roof/gutter/downspout cleaning, and use in paving/repair/patching of public streets or related to asphalt seal coating on private property. Between October 1 and May 14, the Village permits the use of gasoline-powered leaf blowers, however, use is limited for to no more than 30 minutes in any three-hour period on lots of one-half acre or less. Enforcement is conducted proactively and citations are issued to the company violating the law, not individual employees. The fines for first time violators ($75) are typically waived upon providing evidence that a battery/electric-operated leaf blower has been purchased. Subsequent offenses have a fine of $150.

Winnetka. The Village of Winnetka has a nuisance ordinance that prohibits the use of gas-powered leaf blowers between June 1st and September 30th, except for golf course maintenance. From October 1st to May 31st, the use of gas-powered leaf blowers is limited to Monday through Friday from 8:00 a.m. to 7:00 p.m. and on Saturday, Sunday, and holidays from 9:00 a.m. to 6:00 p.m. The Winnetka Police Department enforces the ordinance and issues fines for $100 per offense. The fines do not escalate.

National Municipal Regulations - California

California has a history of strict air quality standards that resulted in leaf blower bans as early as the late 1970s. Some municipalities have banned both gas-powered and electric leaf blowers.

Hermosa Beach. Hermosa Beach, California directly references "leaf blowers" under "Prohibited Noises" in their noise ordinance, effectively banning leaf blowers since the early 1990s. The city issues notice to first-time violators, while the Police Department can "decide to issue a citation to the person who is caught using the leaf blower", enforcing the ban that way.

Laguna Beach. Since 1993, Laguna Beach, California has banned both gasoline-powered and electric leaf blowers. Fines are issued to users starting at $100 for the first violation, $200 for the second violation, and $500 for the third violation. Code Enforcement staff issue warnings and citations if they see someone using a leaf blower.

Santa Barbara. Santa Barbara, California has banned gas-powered leaf blowers since 1997. This ordinance is enforced through a complaint system: a District Inspector monitors an online complaint website where residents can register an online complaint as an air pollution complaint. The District Inspector determines if a complaint is a violation and can issue a citation. Every hour of violation is treated as a separate incident.

Santa Monica. Santa Monica, California bans the use of both gasoline-powered and electric leaf blowers within the city. Violators can receive citations from Code Enforcement. $500 fines are usually given to the operator of the leaf blower, but management companies, landscaping companies, or property owners can be cited. A court case in 2015 limited the scope of citations as a property owner claimed that the City could not prove that the owner knew that the leaf blower was being used on his property at the time of the citation.

In addition to municipal regulations, notably, the California Air Resources Board recently (December 2021) adopted administrative regulations that will effectively halt the sale of gas-powered leaf blowers, lawn mowers, and other landscaping equipment starting in model year 2024. Equipment manufactured prior to 2024 can continue to be legally sold and used after the effective date of these regulations.

National Municipal Regulations – Outside California

Burlington, VT. Burlington, Vermont's largest city, passed a phased-in ban that required compliance by May 2022. The ordinance bans the use of gas-powered leaf blowers from Memorial Day to Labor Day. The ordinance allows for year-round use of electric-powered leaf blowers that are below 65 decibels; when allowed, gas-powered leaf blowers must operate below 65 decibels. The use of any leaf blower is limited to Monday through Friday from 7:00 a.m. to 5:00 p.m., Saturdays from 8:00 a.m. to 5:00 p.m., and prohibited on Sundays and Holidays except for property owners from 9:30 a.m. to 5:00 p.m.

East Hampton, NY. East Hampton, New York, passed an ordinance prohibiting gas and diesel-powered leaf blowers from May 20th to September 20th. When allowed, leaf blower use is restricted to Monday through Friday from 8:00 a.m. to 6:00 p.m., Saturdays from 9:00 a.m. to 5:00 p.m., and prohibited on Sundays and Holidays except for property owners from 9:00 a.m. to 3:00 p.m. The East Hampton Town Ordinance Department enforces the ban with fines between $1,000 and $5,000 depending on the offense.

Montclair, NJ. Montclair, New Jersey passed an ordinance that restricts gas-powered leaf blower use, allowing for use only between March 15th and May 15th and between October 15th and December 15th. When allowed, leaf blower use is restricted to Monday through Friday from 9:00 a.m. to 6:00 p.m., Saturdays from 10:00 a.m. to 6:00 p.m. (8:00 p.m. for property owners), and Sundays and Holidays from 10:00 a.m. to 5:00 p.m. Additionally, the ordinance requires lawn care companies to provide safety protection for their employees. A Municipal Court Judge administers fines at their discretion; first-time violations start at $100 and recurring violators can be fined up to $2,000 and risk 90 days of community service or imprisonment.

Summit, NJ. Summit, New Jersey introduced a pilot program that temporarily banned gas-powered leaf blowers from June 1st, 2021, through August 31st, 2021. The ordinance adds on to existing use restrictions: Monday through Friday from 8:00 a.m. to 6:00 p.m. (8:00 p.m. for non-commercial use), Saturdays from 9:00 a.m. to 6:00 p.m., and on Sundays and Holidays from 9:00 a.m. to 6:00 p.m. for non-commercial use. The temporary ordinance was enforced by the Summit Police Department and/or the Department of Community Services through a progressive discipline system; first-time violators receive a notice, then incur increasing fines after subsequent violations, from $100-$500. The program/ban was not extended and there are currently only temporal restrictions on use.

Time of Day Restrictions

Community	Ord. Reference	When Prohibited	Enforcing Agency	First Offense	Subsequent Offense(s)
Wilmette, IL	Sec. 16-115(a) (nuisances)	May 15th - September 30th	Police	$80	$160
Evanston, IL	Title 8, Chapter 26	May 15th - September 30th, First Thursday in December - March 29th	City Health	Notice	$100, $150, $200, $250
Glencoe, IL	Sec. 24-38(c) (nuisances)	May 15th - September 15th, December 15th - March 15th	Police	Discretionary	Discretionary
Highland Park, IL	Sec. 95-001(O)(9) (nuisances)	May 15th - October 1st	Police, Community Development	$200-500	$200-500
Winnetka, IL	Sec. 9.16.020(21) (nuisances)	June 1st - September 30th	Police	$100	$100
Kenilworth, IL	Sec. 135-02(23) (nuisances)	May 15th - September 30th	Police	Discretionary	Up to $750
Lincolnwood, IL	Sec. 17-2-16(H) (noise)	May 15th - September 30th	Police, Code Enforcement	Notice.	Discretionary.

Time of Day Restrictions

Community	Ord. Reference	When Prohibited	Enforcing Agency	First Offense	Subsequent Offense(s)
Hermosa Beach, CA	Sec. 8.24.020(H) (noise)	Complete ban	Code Enforcement	$100	$200, $500
Laguna Beach, CA	Sec. 7.25.070(D) (noise)	Complete ban	Code Enforcement	$100	$200, $500
Santa Monica, CA	Sec. 4.08.270 (nuisances)	Complete ban	Code Enforcement	$500	$500
Santa Barbara, CA	Sec. 9.16.050 (noise)	Complete ban	Police, Santa Barbara County Air Pollution Control District	Discretionary	Discretionary
Burlington, VT	Sec. 21-14	Memorial Day (May) - Labor Day (September)	Police	$200-$500	$300-$500
East Hampton, NJ	Chapter 155	May 20th - September 20th	Town Ordinance	Up to $1,000	$1,500-$5,000
Montclair, NJ	Sec. 217-6 (noise)	May 15th - October 15th, December 15th - March 15th	Police	$100	Up to $2,000; community service; 90 days in jail
Summit, NJ	Sec. 3-8.1(b)(4) (noise)	June 1st - August 31st	Police, Community Services	Notice	$100, $250, $500

Time of Day Restrictions

Weekday Permitted Hours

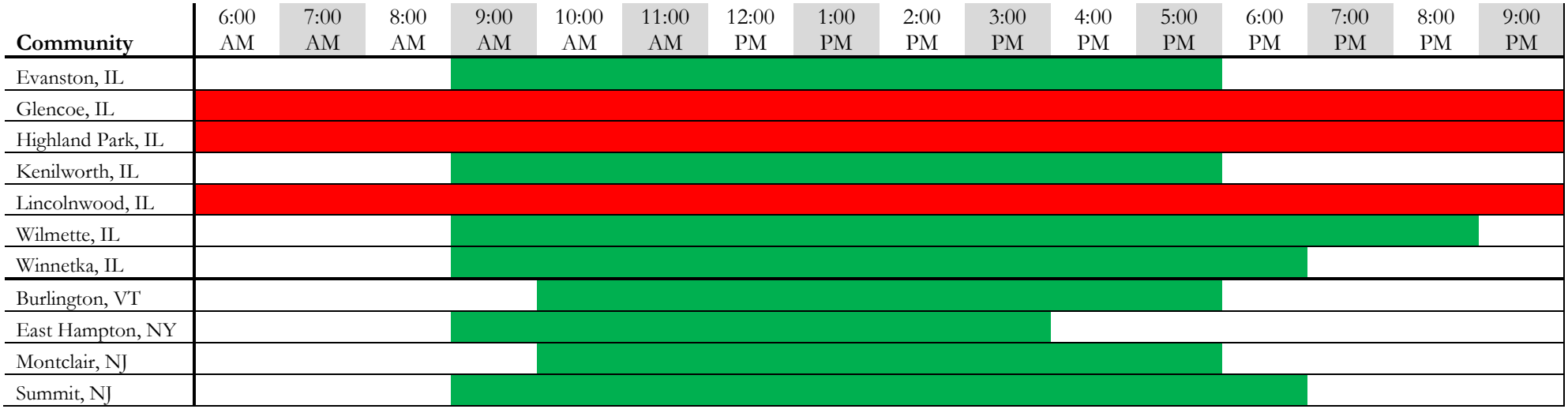
Community	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM
Evanston, IL		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Glencoe, IL		■	■	■	■	■	■	■	■	■	■	■	■	■		
Highland Park, IL		■	■	■	■	■	■	■	■	■	■	■	■	■		
Kenilworth, IL			■	■	■	■	■	■	■	■	■	■	■			
Lincolnwood, IL		■	■	■	■	■	■	■	■	■	■	■	■			
Wilmette, IL			■	■	■	■	■	■	■	■	■	■				
Winnetka, IL			■	■	■	■	■	■	■	■	■	■	■			
Burlington, VT		■	■	■	■	■	■	■	■	■	■	■				
East Hampton, NY			■	■	■	■	■	■	■	■	■	■	■			
Montclair, NJ				■	■	■	■	■	■	■	■	■	■			
Summit, NJ			■	■	■	■	■	■	■	■	■	■	■			

Saturday Permitted Hours

Community	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM
Evanston, IL				■	■	■	■	■	■	■	■	■				
Glencoe, IL				■	■	■	■	■	■	■	■	■	■			
Highland Park, IL				■	■	■	■	■	■	■	■	■				
Kenilworth, IL				■	■	■	■	■	■	■	■	■				
Lincolnwood, IL		■	■	■	■	■	■									
Wilmette, IL				■	■	■	■	■	■	■	■	■	■	■	■	
Winnetka, IL				■	■	■	■	■	■	■	■	■				
Burlington, VT			■	■	■	■	■	■	■	■	■	■				
East Hampton, NY				■	■	■	■	■	■	■	■	■				
Montclair, NJ					■	■	■	■	■	■	■	■	■			
Summit, NJ				■	■	■	■	■	■	■	■	■	■			

Time of Day Restrictions

Sundays & Holidays Permitted Hours (non-commercial)



APPENDIX A

Survey of Municipal Leaf-Blower Regulations (Excel Spreadsheet)

Communities	Ordinance? (Y = yes, N = no, U = unknown, P = pending)	URL to Gas Powered Leaf Blower ordinance	Enforcement Procedure	Rate your Effectiveness (1-5 scale) w/ 1 being least effective	Minutes of Regulation Discussion/Debate	Fine? (Y/N)	Fine amount?	Who is fined?	Notes
Buffalo Grove	No	N/A	N/A	N/A	No	N/A	N/A	N/A	Two people unsure when I called the village. "Leaf blowers are just like lawn mowers, so there are no restrictions."
Deerfield	No	N/A	N/A	N/A	No	N/A	N/A	N/A	No noise ordinance; no pollution ordinance. Landscapers fall under "maintenance," so they can work anytime, but the village encourages them to follow 7:30am-7pm M-F; 8:30am-5pm Saturday (called 5/14/19)
Barrington	No	N/A	N/A	N/A	No	N/A	N/A	N/A	Non-home rule community
Elmhurst	No	N/A	N/A	N/A	No	N/A	N/A	N/A	
Evanston	Noise + leaf blower ordinances	https://library.municode.com/il/evanston/codes/code_of_ordinances?nodeId=TIT8HESA_CH26LEBL	Health Department	N/A currenlty in the hiring process for position		First violation letter, but if second offense	2nd Offense $100, 3rd $150, 4th $200 5th and after $250	Person using leafblower - homeowner or worker	Prohibited May 16-Sept. 29 as well as after first Thursday in December until March 29. When allowed, M-F 7am-9pm and S/S/Holidays 9am-5pm
Glen Ellyn	Only nuisance regulation	N/A	N/A	N/A	No	N/A	N/A	N/A	Restricts the use of tools for home and lawn maintenance to between the hours of 7:00 a.m. and sunset. Arguably, a leaf blower would fall under that regulation.
Glencoe	Noise + leaf blower ordinances	http://library.amlegal.com/nxt/gateway.dll/Illinois/glencoe_il/zoningcode/articleititlean	Police Department. Generally a Community Service Officer.	2	Yes	Yes - no first warning	$250 each time	Landscaping company	Gas-powered leaf blowers permitted between March 15-May 15 and Sept. 15 - Dec. 15.
Glenview	Noise ordinance	N/A	Community Development (Code Enforcement); use construction hours; complaint-based	4	No	Yes - determined by police department	Determined by police department	Determined by police department	Noise ordinance exists.
Grayslake	No	N/A	Mostly the Police Department. Some assistance from Building and Zoning.	5	No	No	No	N/A	Police commander said if there is a nuisance complaint, abide by construction hours. Nothing explicit.
Highland Park	Leaf blower ordinance	de.com/search?stateId=13&clientId=13923&searchText=leaf%20blower&contentTypeId=CODES	Mostly the Police Department. Some assistance from Community Development..	3	No	Yes	Between $200 and $500	Landscaper company	Only electric leaf blowers allowed between May 15 and October 1 on M-F between 7am-9pm and Saturday between 9am-5pm. No leaf blowers allowed on Sundays.
La Grange	Noise ordinance only. No leaf blower prohibitions.		N/A	N/A	No				
Kenilworth	Leaf blower ordinance	https://codelibrary.amlegal.com/codes/kenilworth/latest/kenilworth_il/0-0-0-4257	Police Department	Unable to rate as 2022 will be the first year of actual enforcement.	No				Village's ban on gasoline-powered leaf blowers from May 15 - September 30. The ban includes electric leaf blowers connected to portable gasoline-powered electric generators. Until that time, residents may continue using their leaf blower between 8:00 a.m. and 6:00 p.m., Monday - Friday, and between 9:00 a.m. and 5:00 p.m.on Saturdays. Leaf blowers, regardless of power source, may not exceed 75 decibels when in use.
Lake Bluff	Noise Ordinance	https://www.stenilgcodifiers.com/codebook/index.php?book_id=805	Police Department	2	Village Board Memo and Minutes	Yes	$25-$750	Contractor or company	M-F 8am-6pm; S/S/Holidays 9am-6pm.
Lake Forest	Noise Ordinance	com/nxt/gateway.dll/Illinois/lakeforest_il/cityoflakeforestillinoiscodeofordinances?f=templates$fn=default.htm$3.0$vid=amlegal:l	Police Officer must respond (in order to potentially issue citation); ordinance allows lawn maintenance equipment 7:30am-7:30pm M-F, 8a-5:30p Sat, 10a-5pm Sun and holidays;	4 (doesn't get that many calls)	extension://efaidnbmnnnibpcajpcglclefindmkaj/viewer.html?pdfurl=https%3A%2F%2Fcms9files.revize.com%2Fcityoflakefores	Yes	$10-$750 per offense	Determined by police department when citation is written - case by case basis	M-F 7:30am-7:30pm. Sat. 8:00am-5:30pm, Sun./Holidays 10am-5pm.

Lake Zurich	Noise Ordinance	N/A				N/A	N/A	N/A	N/A
Libertyville	N/A	N/A	Code Enforcement Officer (Jack Johnson) responds; complaint-based and enforce the costruction hours of 7a-6p M-F, 8a-6p Sat, noon-6p Sun	4	No	N/A	N/A	N/A	N/A
Lincolnshire	Noise Ordinance only for contactors, not homeowners	https://www.lincolnshireil.gov/sitemedia/documents/quick_links/village-code/title-5/code0501.pdf	Police Department responds; enforcing construction hours of 7a-7p M-F, 8a-6p Sat, not allowed on Sun/holidays; will typically respond to scene and issue a warning or a compliance ticket after one/multiple warnings	5 (don't have many of these types of complaints)	No	Stop work order and potential fine - ONLY contractors will get fined, homeowners can use leafblowers whenever (outside of any noise ordinance times)	Up to $500	Homeowners never fined - contract companies may be fined depending on police decision	Permitted 7am-7pm M-F; 8am-6pm Sat.; no work Sunday or holidays.
Lincolnwood	Noise + usage ordinances	https://ecode360.com/15325372?highlight=leaf%20blower,leaf%20blowers#15325372	Police Department or Code Enforcement Officer	N/A (no recent violations and tough to enforce as currently written)	No	Speak to contractor + homeowner, give violation notice. Second offense = citation.	Judge gives fine; village suggests fine	Contractor definitely - but also perhaps homeowner (both have been cited for breaking construction ordinances in the past, just not leaf blowers)	When permitted, can be used between 7am-6pm M-F or 7am-12pm Saturday. Not permitted between May 15 and September 30
Morton Grove	Noise ordinance	N/A	Handled by Police as a noise complaint. Officers are dispatched to speak with offending party trying to reach a mutually agreeable resolution. Tickets are a last resort trying to seek voluntary compliance.	4+	No	N/A	N/A	N/A	
Mount Prospect	Noise ordinance		Handled by Community Development Department (Environmental Health) although after-hours handled by Police; need okay from neighbors to start earlier than normal construction hours	5 (no issues, barely ever comes up)	No	Unclear	Unclear	Unclear	
Mundelein	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No ordinances for any landscaping practices
Northbrook	Yes - Noise ordinance	https://library.municode.com/il/northbrook/codes/code_of_ordinances?nodeId=Chapter%2016%20%E2%80%93%20NUISANCES	Complaint-based; Police Department enforces	2.5 (Only enforced when resident calls in. Complaint will come in when leaf blower is used outside of permitted times and the police will often address complaint when leaf blower use is over)	8.19.21 EQC Packet	Yes, if person refuses to comply with citation	Up to $750/day/offense	The person holding the leaf blower	Except temporarily in the case of urgent necessity to protect public health or safety, no person shall cause or permit the operation of any blower, fan, pump, or compressor, or engine or motor which emits noise of a continuous or penetrating nature that disturbs the comfort or response of any reasonable person of ordinary sensibilities occupying residential property within the area of audibility, if the sound level exceeds 63 dBA between 10:00 pm to 7:00 am or 68 dBA between 7:00 am to 10:00 pm in residential zones.
Northfield	No	N/A	N/A	N/A	COW February and March 2021 Packets	N/A	N/A	N/A	None
Oak Park	Noise + leaf blower ordinances	https://www.oak-park.us/newsletters/mayjune-2018/help-keep-oak-park-beautiful	Public works	1	Feb 2020 and June 2021 Village Board Meetings	Yes	Determined by judge	Homeowner if homeowner is operating; landscape company if worker is operating	The use of gas-powered leaf blowers emanating more than 65 decibels or failing to meet federal emission regulations is prohibited from June through October. The ban applies to both landscapers and homeowners. Gas-powered blowers that emanate fewer than 65 decibels and meet emission standards may be used during the ban if they have been tested and approved by the Village. Cannot be used June 1-October 1. Two complaints last year and residents were more concerned with noise and ordinance does not address the issue.

Park Ridge	Noise ordinance	http://www.parkridge.us/community_preservation_and_development/default1.aspx	Police Department	N/A	Community Health Commission 1.27.2022 Minutes	Yes, after warning	Determined by police	Unclear - case by case basis	Allowed on M-F 7am-7pm; Sat 8am-5pm
Riverwoods	Noise ordinance	mlegal.com/codes/riverwoodsil/latest/river	Police Department	1	No	Yes	$75-$750	Person holding leafblower.	Allowed between M-F 7am-7pm; Saturday 8:30am-5pm
Skokie	Noise ordinance	N/A	N/A	N/A	No	No	N/A	N/A	Can be used any day of the week between 9am-8pm. If someone using outside of that time frame, can call non-emergency police. No ticket guaranteed.
Vernon Hills	Noise ordinance	de.com/il/vernon_hills/codes/code_of_ord	Police Department addresses noise complaints	N/A	No	Unclear	Unclear	Unclear	Allowed between M-F 7am-7pm; Saturday 8:30am-5pm
Wilmette	Noise + leaf blower ordinances	https://www.wilmette.com/permits/community-development/code-enforcement/leaf-	Proactice through code enforcement; police will also respond to calls for service	Two years ago, 1; Currently, 4 w/ new proactive approach	Village Board Meeting Minutes	Yes	$75 first offense; $150 second offense	Company, not employee using the tool	Between May 15 and September 30, the Village of Wilmette prohibits the use of gasoline-powered leaf blowers. Between October 1 and May 14, the Village of Wilmette permits the use of gasoline-powered leaf blowers, however use of a gasoline-powered leaf blower during that time. is limited to 30 minutes or less
Winnetka	Noise + leaf blower ordinances	https://codelibrary.amlegal.com/codes/winnetka/latest/winnetkaords-res_il/0-0-0-225269	Code Enforcement & Police Department	3	Village Council Meeting Minutes	Yes	over mulitple offenses, but the police create the fines. At least $100.	Unclear - determined by police	Oct 1 - May 31, M-F 8-7; S/S 9-6. Can't use gas between June 1 and Sept 31

Community	Noise/Leaf Blower Ordinance	Hours of Operation	Source
Arlington, MA	The use of leaf blowers (gas-powered leaf blowers used for commercial or municipal purposes) are prohibited outside the hours of operation, except in accordance with the following restrictions, which shall not apply to the use of leaf blowers to perform emergency operations or for clean-up associated with storms, hurricanes and the like. No more than one leaf blower may be used on any lot of 6,000 square feet or smaller. One additional leaf blower may be used for each additional 6,000 square feet or portion thereof comprising one lot. Leaf blowers may be used for no more than 30 minutes at a time with shut down time of 15 minutes in between operation. At no time shall any leaf blower be used in such a way as to permit the distribution of leaves, dust, or other debris beyond the vertically extended lines of the proeprty on which the leaf blower is being used. Leaf blowers shall at all times be operated at the lowest possible practical speed necessary to accomplish the task for which they are being used. As of Juune 15, 2014, or one year after the effective date of this Bylaw, whichever is later, no commercial landscaper, commercial landscape company, or other entity engaged in the business of providing home and yard repair, clean-up, and maintenance services for a fee shall use any leaf blower within the Town in the exercise of that business unless manufacturer specifies that the sound emitted from said leaf blower is no greater than 74 dB(A) at 50 feet at full throttle. The restrictions set forth herein shall not apply to homeowners and residents using leaf blowers to perform private home and yard repair, clean-up, and maintenance on residential property they own or control.	September 16th through June 14th	Title V - Regulations Upon the Use of Private Property
Aspen, CO	The use of gas powered leaf blowers in Aspen was banned by City Council in 2003 in response to numerous noise complaints and a citizen petition requesting a ban. Electric-powered leaf blowers are allowed.	N/a	City of Aspen's Noise Ordinance
Belvedere, CA	It is unlawful for any person within the City limits at any time to operate any portable machine powered with a gasoline engine used to blow leaves, dirt and other debris off sidewalks, driveways, lawns or other surfaces	N/a	City of Belvedere Noise Code
Berkeley, CA	It shall be unlawful for any person, including any City employee, to operate any portable machine powered with a gasoline engine used to blow leaves, dirt, and other debris off sidewalks, driveways, lawns, or other surfaces within the City limits. This prohibition shall be posted in all stores selling such gasoline powered machines within the City limits.	N/a	City of Berkeley Community Noise Municipal Code
Beverly Hills, CA	It shall be unlawful for any person within the City to use or operate any portable machine powered with a gasoline engine used to blow leaves, dirt, and other debris off sidewalks, driveways, lawns, or other surfaces.	N/a	City of Beverly Hills Portable Gasoline Engine Powered Blower
Boulder, CO	Lawn mowers and leaf blowers may not be operated on any private property within one hundred feet of the boundary of any residential district outside the hours of operation.	7:00 am to 9:00 pm	City of Boulder's Noise Ordinance
Brookline, MA	Gas-powered leaf blowers are prohibited, electric-powered leaf blowers are permitted during the hours of operation	8:00 am to 8:00 pm, Monday through Friday and 9:00 am to 6:00pm on Saturdays, Sundays, and legal holidays	Town of Brookline's Leaf Blower Control
Cambridge, MA	The State of Massachusetts advised residents to stay at home and limit indoor gatherings. As citizens are urged to work from home, the City Council found the reduction of noise and emissions from leaf blowers to be a public purpose that protects the public health, welfare, and environment of the City of Cambridge and its citizens. The use of leaf blowers is prohibited between March 15 and June 15 and between September 15 and December 31 in any year. All leaf blowers may be used as long as they do not exceed a decibel level of 65 dBA. While City Council members and residents have expressed opposition against gas-powered leaf blowers, the City continues to follow the current leaf blower regulation.	8:00 am to 5:00 pm from Monday through Friday. 9:00 am to 5:00 pm on Saturday. Not permitted on Sunday or holidays.	Cambridge Leaf Blowers Restrictions
Carmel, CA	The operation of a combustion engine blower for the purpose of displacing, removing or blowing any materials from or about public or private property in a manner which allows the engine to be heard on public property or causes the materials to be blown into the air in a manner which allows them to settle on public property or on private property not belonging to the same owner of the property on which the blower is being operated is declared to be a public nuisance and unlawful.	N/a	Carmel-by-the-Sea Municipal Code Combustion Engine Blowe

Claremont, CA	**Requirements for use in residential areas:** No leaf blower shall be operated for more than fifteen minutes per hour on any one parcel. No leaves or other debris shall be blown into the street, sidewalk, or beyond the parcel property line. The full blower nozzle extension shall be used for maximum efficiency and to manimize the spread of dust. When leaf blowers are used in dusty conditions, surfaces shall be moistened prior to blowing or a mister used during blowing. After leaf blower use, debris shall be disposed in trash receptacles. Leaf blowers shall be in proper working order and all manufacturer's noise and dust control equipment on the leaf blower shall remain on the blower and be in operating condition. Leaf blower users shall operate the leaf blower with the least amount of noise and at the lowest speed possible and keep use time as short as possible. Commercial leaf blower operators shall have in their possession a Claremont business license available for inspection on site. **Prohibition of leaf blowers on City property:** Use of any type of leaf blower on any City owned or maintained property is prohibited. **Leaf blower use:** Leaf blowers powered by installed line current or by battery may be used in the City subject to the provisions of this chapter not withstanding the noise standards in Chapter 16.154 of this Code. Internal combustion engine (gasoline) powered leaf blowers shall be prohibited in the City after March 1, 1991;	7:00 am to 10 pm	Claremont Municipal Code
Del Mar, CA	It is unlawful for any person to use or operate within the City, any portable machine, powered with a gasoline engine or electric motor, to blow leaves, dirt and other debris off sidewalks, driveways, lawns, and other surfaces.	N/a	Del Mar Noise Regulations
Dobbs Ferry, NY	Any person violating the leaf blower law shall be guilty of an offense punishable by a fine of $50 for the first offense and $250 for each subsequenct offense in the same calendar year. A "person" includes the owner of the property and the operator fo the leaf blower.	**Gas-powered leaf blowers:** March 15th to May 1st and September 15th to December 15th from 8:00 am until 6:00 pm on Monday through Friday and 10:00 am until 5:00 pm on Saturday, Sunday, and holidays. **Electric leaf blowers:** From 8:00 am until 6:00 pm on Monday through Friday and 10:00 am until 5:00 pm on Saturday, Sunday, and holidays.	Dobbs Ferry Noise Provisions Resolution
Evanston, IL	Before April 1, 2023, gas-powered leaf blowers may be used during the hours of operation. There are no seasonal restrictions on the use of electric leaf blowers. The use of gas-powered leaf blowers is not permitted after April 1, 2023. Electric leaf blowers may continue to be used with no seasonal restrictions. The first offense is a written warning. The second offense is a $100 fine. The third offense is a $150 fine. The fourth offense is a $200 fine. The fifth and any subsequent offenses are a $250 fine.	March 30th to May 15th and October 15th to the first Thursday in December from 9:00 am to 5:00 pm, Monday through Friday; 9:00 am to 4:00 pm on Saturday; 12:00 pm to 4:00 pm on Sunday; and prohibited on all recognized City holidays.	City of Evanston's Use of Leaf Bowers Ordinance
Foster City, CA	No person shalluse or operate a leaf blower. Leaf blowers are defined as portable equipment that is powered by a salf-contained fuel engine and used in any landscape, maintenance, construction, property repair, or property maintenance for the purpose of blowing, dispersing or redistributing dust, dirt, leaves, grass, clippings, cuttings, and trimmings from trees, shrubs or other debris. Any person who uses or operates a leaf blower in a residential zoning district or in areas bordering a residential zoning district shall use a blower nozzle extension. No material or matter blown by leaf blowers in any portion of the city shall be blown upon neighboring properties or onto any portion of the public right-of-way, including but not limited to sidewalks, streets, storm drains, or lagoon without being immediately removed.	No person shall use or operate a leaf blower in a residential zoning district or within one hundred yards of a residential zoning district before 8:00 am or after 5 pm Monday through Friday, nor prior to 9:00 am or after 5:00 pm on Saturdays or at any time on Sundays or at any time on the following holidays: New Years Day, Presidents' Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas.	Foster City Municipal Code: General Performance Standards:
Farmingham, MA	All engine- or motor-powered garden or maintenance tools intended for repetitive use in residential areas, typically capable of being used by a homeowner is allowed.	7:00 am - 10:00 pm Sunday through Thursday. 8:00 am to 11:00 pm on Friday through Saturday.	Farmingham Nuisance Noise Ordinance
Hastings, NY	All leaf blowers are currently banned in Hastings from May 15 to October 15. Some exceptions apply. Leaf blowers cannot exceed the limiting noise levels set forth in the Village's performance standards code.	May 16 through October 14, 9:00 am to 5:00 pm	Hasting's Leaf Blower Law
Honolulu, HI	It i unlawful for any person to operate a leaf blower within a residential zone or within one hundred feet of a residential zone outside the hours of operation. A person may not sell, offer for sale, or operate a gas-powered leaf blower in the city. Beginning in January 1, 2023, possession by a person of a gas-powered leaf blower will be prima facie evidence that that person operates the gas-powered leaf blower. The first violation will be a $100 fine. The second violation within one year of the first violation will be $500. A fine of $1000 or forfeiture of the gas-powered leaf blower or a combination of forfeiture and a fine up to $1000 for the first of subsequent violation within one year of the first violation. Police officers enforce violations.	8:00 am to 6:00 pm pm any day except Sunday or a state or federal holiday, and between 9:00 am to 6:00 pm on Sunday or any state or federal holiday.	Honolulu Ordinance Relating to Gasoline-Powered Leaf Blow
Houston, TX	***No ordinance for leaf blowers.*** **Residential property:** 65 dBA during daytime hours. 58 dBA during nighttime hours. **Nonresidential property:** 68 dBA at all times.	**Daytime hours:** 8:00 am to 10:00 pm. **Nighttime hours:** 10:01 pm to 7:59 am the following day.	City of Houston Noise and Sound Level Regulation
Indian Wells, CA	Indian Wells banned gas-powered blowers in 1998, except on golf courses.	N/a	You've Got Issues: Prohibit Noisy Leaf Blowers?
Key West, FL	It shall be unlawful for any person who operates a leaf blower within the City to allow any leaves, dirt, or other debris blown to enter the storm drain system. All leaves, dirt, or any other debris blown on to public property or in the public right-of-way must be cleaned up and removed.	N/a	Key West Leaf Blowers Ordinance
Laguna Beach, CA	The city of Laguna Beach banned leaf blowers (both gas and electric in 1993).	N/a	The price of a blown leaf

Lawndale, CA	The use of gasoline-powered mechanical blowers or vacuums is prohibited within the city of July 1, 1997. Mechanical blower or vacuum operations (for non-gasoline powered blowers) shall not cause debris to be blown or deposited on any adjacent or other parcel of land, lot, or public right-of-way/property other than the parcel, land, or lot upon which the mechanical blower or vacuum is being operated. Mechanical blowers or vacuums (for non-gasoline powered blowers) shall not be operated in close proximity to any operable window, door, or mechanical air-intake opening or duct of any building unless with the permission of the occupants of the	N/a	Lawndale Municipal Code: Mechanical blowers or vacuums
Los Altos, CA	Operating or permitting the operation of any lawn or garden tool (except portable gasoline engine powered blowers), or similar tools outside the hours of operation is prohibited. Portable electric powered blowers used to blow leaves, dirt and other debris off sidewalks, driveways, lawns, landscape areas or other surfaces outside of the hours of operation is considered a noise disturbance	Operation of any lawn or garden tool (except portable gasoline engine powered blowers), or similar tool: 8:00 am to 8:00 pm on Monday through Friday or between 9:00 am to 6:00 pm on Saturday and Sunday. Portable electric powered blowers can be used between 9:00 am to 5: 00 pm, seven days a week.	Los Altos: Prohibited Acts
Los Angeles, CA	No gas-powered leaf blower shall be used within 500 feet of a residence at any time. Both the user of such a blower as well as the individual who contracted for the services of the user if any, shall be subject to the requirements of and penalty provisions for this ordinance. Violation of the provisions of this subsection shall be punishable as an infraction in an amount not to exceed $100. The Lose Angeles Police Department has primary enforcement responsibility for this Ordinance.	N/a	Los Angeles Gas Powered Leaf Blower Notice
Malibu, CA	City of Malibu prohibits the use of leaf blowers, effective August 1, 2019.	N/a	Malibu Leaf Blower Notice
Mamaroneck, NY	When the use of leaf blowers is permitted, no more than one leaf blower may be operated at any time on property with an area of 5,000 square feet or less. No more than three leaf blowers shall be operated at any time on any property.	October 1 through May 14th from 8:00 am to 6:00 pm on weekdays and 100:00 am to 4:00 pm on Saturdays. Leaf blowers are prohibited on Sundays and holidays.	Mamaroneck Noise Regulation
Menlo Park, CA	Certified leaf blowers, or leaf blowers measured at 65 dB(a) or less at a distance of fifty feet by an independent laboratory per American National Standards Institute standard, as certified by the manufacturer, may be operated. Non-certified leaf blowers are prohibited. Electric blowers do not apply. Any person who uses or operates a leaf blower shall at all times use a full blower nozzel extension and earplugs. A person or entity in violation of the provisions shall be deemed guilty of an infraction and a written citation shall be issued and written notice shall be delivere or mailed to the property owner on which the violation occurred.	Mondays through Fridays from 8:00 am to 5:00 pm. Saturdays from 11 am to 3pm. Operation of leaf blowers is prohibited on Sundays, federal holidays, and on "Spare the Air" days as declared by the Bay Area Air Quality Management District.	Menlo Park Leaf Blower Ordinance
Mill Valley, CA	The use of gasoline-powered leaf blowers is prohibited by the Mill Valley Municipal Code in an effort to minimize air and noise pollution. Violators could pay as much as $500.	N/a	Mill Valley Gas Powered Leaf Blowers are Prohibited News Fla
Montclair, NJ	The Township of Montclair urges landscapers and residents to limit as much as possible their use of leaf blowers and other loud machines. The Township disseminated this message to landscapers working in the Township as broadly as possible.	March 15th through May 15th and October 15th through December 15th	Montclair Resolution Urging a Halt to the Use of Leaf Blowers
New Rochelle, NY	Leaf blowers shall not be operated outside of the dates of operation.	October 1st through May 31st on weekends between 8:00 am and 5:00 pm, on Saturdays between 10:00 am to 5:00 pm, and on Sndays between 10:00 am and 5:00 pm.	City of New Rochelle Unreasonable Noise
Oyster Bay, NY	Leaf blowers shall not be operated outside of the dates of operation.	8:00 am to 7:00 pm on weekdays and 9:00 am to 5:00 pm on weekends and national holidays.	Town of Oyster Bay Prohibited Acts - Noise
Palm Beach, FL	Leaf blowers shall not exceed a decibel level of 65 dBA as measured at 50 feet from the point of operation. It shall be unlawful to blow trash or clippings into the public street or storm drains.	May 1st until the Monday preceding Thanksgiving from 8:00 am to 5:00 pm. Prohibited on Saturdays, Sundays, and legal holidays.	Palm Beach Lawn Maintenance Ordinance
Palo Alto, CA	No person shall operate any leaf blower which does not bear an affixed manufacturer's label indicating the model number of the leaf blower and designating a noise level not in excess of sixty-five dBA when measured from a distance of 50 feet. No person shall operate any leaf blower without attachment of all mufflers and full extension tubes supplied by the manufacturer for that leaf blower. No person shall operate any leaf blower powered by an internal combustion engine within any residential zone after July 1, 2005. Commercial operators of leaf blowers are prohibited from operating any leaf blower within the city if they do not prominently display a certificate approved by the Chief of Police verifying that the operator has been trained to operate leaf blowers according to standards adopted by the Chief of Police.	**Residential zone:** Monday through Friday from 9:00 am to 5:00 pm and Saturday from 10:00 am to 4:00 pm. **Non-residential zone:** Monday through Friday from 8:00 am to 6:00 pm and Saturday from 10:00 am to 4:00 pm. Prohibited on Sundays and holidays. **Public streets, sidewalks, and parking lots in business districts and at the Municipal Golf Course:** 4:00 am to 8:00 am.	Palo Alto Noise Ordinance
Pelham, NY	Lawn maintenance equipment powered by internal-combustion engines, including, but not limited to, lawn mowers and leaf blowers, shall not be operated in the Village, except during the hours of operation.	March 15th through April 30th, inclusive, and October 15th and December 15th, inclusive, of each calender year on weekends between 8:00 am and 5:30 pm, Saturdays between 10:00 am and 5:00 pm, and Sundays and holidays between 12:00 pm and 4:00 pm.	Village of Pelham Lawn Maintenance Equipment Ordinance
Portland, OR	From March 1st through October 31st of each year, leaf blowers which are on the City's certified list of 65 dBA, or quieter, may be operated within the City of Portland. From November 1st through February 28th of each year, leaf blowers which are on the City's certified list of 70 dBA, or quieter, may be operated within the City of Portland. Leaf blowers that are on the certified list of 65 dBA, or quieter, may be operated within the City of Portland year round.	**Residential zone:** 7:00 am to 7:00 pm. **Other zones:** 7:00 am to 9:00 pm. After 9:00pm and up to 7:00 am, blower operators must meet the permitted sound levels established in the noise code and based on the specific zoning.	City of Portland Leaf Blower Regulations
Portsmouth, NH	***No ordinance for leaf blowers.*** Any provision violating the provisions of the Noise Ordinance shall be fined in an amount no exceeding $1000. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable. Complaints may be brought by the Portsmouth Police or the Building Inspector of the City of Portsmouth or his agent.	N/a	City of Portsmouth Noise Ordinance
Rye, NY	Lawn mowers, leaf blowers, and outdoor vacuum cleaners shall have a permitted intensity of 85 db(A).	8:00 am to 8:00 pm on weekdays and 10:00 am to 6:00 pm on weekends and holidays.	City of Rye Noise Ordinance

Santa Barbara, CA	No person shall operate any leaf blower (gas, electric, or battery powered) within the City. A leaf blower is defined as any motorized tool (gas, electric, or battery powered) used to propel fallen leaves and debris for removal. Infractions will be punishable by substantial fines to property owners, property and landscape management companies, individual operators, and/or water customers.	N/a	City of Santa Barabara Leaf Blower Ban
Santa Monica, CA	No person shall operate any leaf blower (gas, electric, or battery powered) within the City. Violations can be reported using cell phone or online on City website, email, or telephone. Address, date, and time of day must be reported. Code Compliance staff (Planning Dept.) will promptly follow-up on all inquries.	N/a	Santa Monica Leaf Blower Ban
Sunnyvale, CA	It is unlawful for any person to operate a leaf blower on private property in or adjacent to a residential area. Effective January 1, 2000, all leaf blowers operated in or adjacent to a residential area shall operate at or below a noise level of sixty-five dBA at a distance of fifty feet, as determined by a test conducted by the American National Standards Institute or an equivalent. The dBA rating shall be prominently displayed on the leaf blower.	8:00 am to 8:00 pm	Sunnyvale Municipal Code: Noise or Sound Level
Scottsdale, AR	No person shall use a leaf blower to blow landscape waste into the public roadway	N/a	Scottsdale Municipal Code: Blowering landscape waste
Scarsdale, NY	Effective 2021, it is unlawful for any person, firm, corporation, or other entity to operate a gasoline-powered blower in the Village outside the hours of operation. Electric or battery powered blowers are not subject to these restrictions. Commencing in 2022, and in each calendar year thereafter, it shall be unlawful for any person, firm, corporation, or other entity to operate a gasoline-powered blower in the Village during the period from January 1 through	**Calendar year 2021:** October 1st through December 31st on Mondays and Fridays, but not on federal holidays. **2022 and each calendar year thereafter:** October 1st through December 31st on Tuesday through Friday, but not on federal holidays.	Scarsdale Noise Local Law
Tampa, FL	***No ordinance for leaf blowers. Provisions in the Noise Ordinance exempt sounds from blowers.***	N/a	Tampa Noise Ordinance: Exemptions
Tiburon, CA	**Gas-powered leaf blowers:** Use prohibited in all residential areas. Use only permitted in non-residential areas during hours of operation. **Electrically-powered leaf blowers:** Permitted during residential and non-residential hours of operation.	**Gas-powered leaf blowers in a non-residential area:** 9:00 am to 4:00 pm Monday through Friday, prohibited on holidays. **Electrically-powered leaf blowers in residential areas:** 9:00 am to 4:00 pm on any day, prohibited on holidays. **Electrically-powered leaf blowers in a non-residential area:** 9:00 am to 4:00 pm Monday through Friday, prohibited on holidays.	Town of Tiburon Leaf Blower and Hedge Trimmer Regulations
Toronto, CND	No person shall emit or cause or permit the emission of sound from a power device outside of the hours of operation.	7:00 am to 7:00pm, Monday through Friday. 9:00 am to 7:00 pm on Saturdays, Sundays, and statutory holidays	Toronto Municipal Code: Noise
Vancouver, BC	A manufacturer's decal must be attached to the leaf blower that certifies it is less than 65 dBA. Noise concerns can be reported on the City's website.	**Less than 50 m from a residence:** Monday through Friday, 8:00 am to 6:00 pm; Saturday, 9:00 to 5:00 pm; prohibited on Sundays and holidays. **More than 50 m from a residence:** Monday through Friday, 7:00 am to 10:00 pm; Saturday, 7:00 am to 10:00 pm; Sundays and holidays, 10:00 am to 10:00pm.	City of Vancouver: Leaf Blowers
Westchester County, N'	Gas-powered leaf blowers are prohibited. The Police Department and Public Works Department enforce this law via warnings to first time offenders and citations to repeat offenders.	N/a	Belvedere Gas-Powered Leaf Blowers Notice
West Hollywood, CA	Gas-powered leaf blowers are prohibited. Electric leaf blowers are permitted. Noise complaint can be reported to the Department of Public Works or the Code Compliance Division.	N/a	West Hollywood Noise Code Compliance Division
White Plains, NY	The use of has-powered leaf blowers are allowed only during the Spring and Fall clean-up period. Gas-powered leaf blowers that produce a sound level greater than 70 dBA are prohibited. Simultaneously operating more than one gas-powered leaf blower on property measuring 5,000 square feet or less is prohibited. Penalty may be a fine up to $250. Violations are reported to the Department of Public Safety.	March 15th through May 15th and October 1st through December 15th. Monday through Friday from 8:00 am to 6:00 pm. Saturday, Sunday, and legal holidays from 10:00 am to 6:00 pm.	City of White Plains Leaf Blower Ordinance
Yonkers, NY	Gas-powered leaf and garden blower is permitted during the hours of operation. During times of emergency caused by storm, the Commissioner of Public Works may declare a temporary moratorium on the operations of this provision.	October 1 through May 31st	City of Yonkers Leaves, Clippings and Grass Cuttings Code
State of California	California will outlaw the sale of new gas-powered lawn mowers, leaf blowers and chain saws as early as 2024 under a new law signed by Gov. Gavin Newsom. The law requires all newly sold small-motor equipment primarily used for landscaping to be zero-emission — essentially to be battery-operated or plug-in — by that target date or as soon as the California Air Resources Board determined it is feasible. New portable gas-powered generators also must be zero-emission by 2028, which also could be delayed at the discretion of the state agency.	N/a	Los Angeles Times' Article *California moves toward ban on gas*

CITY OF HIGHLAND PARK

ORDINANCE NO. O41-2023

AN ORDINANCE AMENDING VARIOUS SECTIONS OF "THE HIGHLAND PARK CODE OF 1968," AS AMENDED, REGARDING THE USE OF LEAF BLOWERS

WHEREAS, "The Highland Park Code of 1968," as amended ("***City Code***"), sets forth regulations relating to health, sanitation and the environment; and

WHEREAS, various types of leaf blowers create noise and air pollution; and

WHEREAS, the City desires to update its existing City Code regulations to govern the use of leaf blowers within the City; and

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

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

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

SECTION TWO: PUBLIC NUISANCES ENUMERATED. Section 95.001, titled "Public Nuisances Enumerated," of Chapter 95, titled "Nuisances," of Title IX, titled "General Regulations," of the City Code is hereby amended further to read as follows:

"**Section 95.001. – Public Nuisances Enumerated.**

It is hereby declared to be a public nuisance for any person, firm, corporation or association to do, suffer or permit, any of the following:

* * *

(Q) ~~Any~~ **Use of any** leaf blower type of machine other than one that is electrically powered ~~used between May 15 and October 1 of each year~~, except that this restriction shall not apply **(1) between April 1 and April 30, and between October 1 and November 30, but only in calendar years 2024, 2025, and 2026, or (2)** to golf course maintenance operations **(but excluding parking lots on properties used for golf courses)** ~~and backpack-mounted or hand-held other than electrically-powered leaf blower type of machines used during roof gutter and downspout cleaning operations between October 1 and the following June 15~~."

* * *

SECTION THREE: DENIAL, SUSPENSION, OR REVOCATION OF LANDSCAPE AND LAWN CARE PROFESSIONAL'S LICENSE. Section 102.002, titled "Denial, Suspension, or Revocation of Landscape and Lawn Care Professional's License," of Chapter 102, titled "Landscape and Lawn Care Professionals," of Title IX, titled "General Regulations," of the City Code is hereby amended further to read as follows:

Legal Reference:
00133446.2

"**Section 102.002. - Denial, Suspension, or Revocation of Landscape and Lawn Care Professional's License.**

(A) The City Manager may refuse to issue or renew, may suspend or revoke a Landscape and Lawn Care Professional's License or fine a licensee for any one or more of the following reasons, including but not limited to:

(1) Engaging in the business of the care of lawns, shrubs, trees and any other occupation pertaining to landscape maintenance without first securing a Landscape and Lawn Care Professional's License from the City of Highland Park;

(2) Violation of other City Ordinances by the Licensee, including, without limitation, ordinances concerning:

(a) Unauthorized dumping of debris;

(b) Use of any leaf blower type of machine other than one that is electrically powered ~~between May 15 and October 1 of each year~~, except that this restriction shall not apply **(1) between April 1 and April 30, and between October 1 and November 30, of each year, but only in calendar years 2024, 2025, and 2026, or (2)** to golf course maintenance operations **(but excluding parking lots on properties used for golf courses)**; and/or

(c) The performance of landscape maintenance work other than between the hours of 7:00 a.m. and 7:00 p.m. on Mondays through Fridays or between the hours of 9:00 a.m. and 5:00 p.m. on Saturdays; provided, however that this restriction shall not apply to morning golf course maintenance operations **(but excluding parking lots on properties used for golf courses)**;"

* * *

SECTION FOUR: MISDEMEANORS. Section 102.003, titled "Misdemeanors," of Chapter 102, titled "Landscape and Lawn Care Professionals," of Title IX, titled "General Regulations," of the City Code is hereby amended further to read as follows:

"**Section 102.003. - Misdemeanors.**

It shall be unlawful for any person, firm or corporation to

(A) Engage in the business of the care of lawns, shrubs, trees and any other occupation pertaining to landscape maintenance without first securing a Landscape and Lawn Care Professional's License from the City of Highland Park

(B) Violate other City ordinances by the Licensee, including, without limitation, ordinances concerning:

(1) Unauthorized dumping of debris;

(2) Use of any leaf blower type of machine other than one that is electrically powered ~~between May 15 and October 1 of each year~~; provided, however, that this restriction shall not apply **(a) between April 1 and April 30, and between October 1 and November 30, of each year, but only in calendar years 2024, 2025, and 2026, (b)** to ~~(a)~~ golf course maintenance operations **(but excluding parking lots on properties used for golf courses)**, or ~~(b)~~ **(c) to** backpack-mounted or hand-held machines used during roof gutter and downspout cleaning operations between May 15 and June 15; and/or

(3) The performance of landscape maintenance work other than between the hours of 7:00 a.m. and 7:00 p.m. on Mondays through Fridays or between the hours of 9:00 a.m. and 5:00 p.m. on Saturdays; provided, however, that this restriction shall not apply to morning golf course maintenance operations **(but excluding parking lots on properties used for golf courses)**;"

* * *

SECTION FIVE: REVIEW. The City Council directs the City Manager to place the regulations amended pursuant to this Ordinance on the agenda of a meeting of the Committee of the Whole to be held in January 2026, for the purpose of reviewing those regulations.

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

SECTION SEVEN: **EFFECTIVE DATE.** This Ordinance will be in full force and effect upon the later of: (i) its passage and approval in the manner provided by law; and (ii) January 1, 2024.

AYES: Mayor Rotering, Councilmembers Ross, Hoobler, Tapia, Lidawer, Stone, Blumberg

NASY: None

PASSED AS AMENDED: July 17, 2023

ADOPTED AS AMENDED: July 17, 2023

PUBLISHED IN PAMPHLET FORM: July 18, 2023

ORDINANCE NO. O41-2023

Nancy R. Rotering

Nancy R. Rotering, Mayor

ATTEST:

Ghida S. Neukirch

Ghida S. Neukirch, City Clerk

00133446.2

Seeking Volunteer Participants for Regional Leaf Blower Working Group Study on the Feasibility of Further Gas-Powered Leaf Blower Regulations

The American Green Zone Alliance (AGZA) and Quiet Communities (QC), on behalf of the Regional Leaf Blower Working Group, are conducting a study to evaluate the feasibility of extending seasonal regulations on gas-powered leaf blowers.

The study will compare the efficiency, effectiveness, and operational impacts of gas and battery electric leaf blowers during real-world Spring and Fall residential clean-ups.

Fieldwork Required

In collaboration with the Working Group, AGZA and QC are seeking homeowners willing to volunteer their properties. There is no cost to participating homeowners.

On the properties, researchers will shadow landscape workers, document runtime, fuel/power use, noise levels, timing, equipment performance, and take audio and video footage of operations.

Participation in the study will include:

- **Spring (April 2026):** One clean-up visit using either gas or battery equipment.
- **Fall (Oct 2026)**: Two clean-up visits, approximately one week apart—one using gas equipment and one using battery equipment.

Criteria for Participation:

- Located in Wilmette, Glencoe, Glenview, Highland Park, Lake Bluff, Northbrook, or Winnetka
- Total lot size of 8,000 to 16,000 square feet (approximately 0.2 to 0.4 acres)
- Have 2–4 mature trees (30 – 50 ft ideally) typical to the area such as Oak, Hickory, Maple, Elm, Cottonwood or other common types
- The homeowner aesthetic expectation should be at the highest level.
- Not located on main streets, avenues, or boulevards
- Participants should be willing to sign a consent and release agreement for videos on maintenance operations, and data collection on their property.

If you are interested in participating, please fill out the Microsoft form application accessible at: https://forms.office.com/g/ZVBePvhMzX or via the QR code.

If you have any questions or would like a non-digital application, please contact Lucy Mellen at mellenl@wilmette.com.

Staff Report

Meeting Date: May 27, 2026

Staff Contact: Erin Jason, Assistant City Manager

Department: City Manager's Office

Title: A Resolution in Support of The Responsibility in Firearm Legislation (RIFL) Act (HB 3320/SB 2279)

Recommendation:
Mayor Rotering requested this matter be placed on the agenda in order to formalize the City of Highland Park's support for The Responsibility in Firearm Legislation (RIFL) Act (HB 3320 / SB 2279) as proposed in the 2025-2026 State of IL legislature. The Act aims to hold gun manufacturers financially liable for gun violence by requiring them to pay fees based on the public health costs of injuries, starting January 1, 2028. The fees would fund a no-fault compensation program for victims.

Policy Consideration:
HB 3320 / SB 2279, which creates the Responsibility in Firearm Legislation (RIFL) Act was filed in early 2025, with discussions and amendments continuing into March 2026. Backed by advocates, including Senator Julie Morrison and Representative Bob Morgan, the bill cites the high cost of gun violence on taxpayers and the need for industry accountability. This legislation aims to make Illinois the first state to require gun manufacturers to share the public costs associated with their products, with the intent of creating a financial incentive for manufacturers to create safer products and reduce gun violence.

The RIFL Act would establish a firearms manufacturer licensing program in the Department of Financial and Professional Regulation, with certain requirements, including that the sum of all fees for firearms manufacturer licenses shall be equal to the public health costs and financial burdens from firearm injuries and deaths. It further provides that, beginning January 1, 2028, a manufacturer of firearms may not operate in this State without a license from the Department and that a manufacturer who violates this provision is subject to a civil penalty of up to $1,000,000 per month. Beginning January 1, 2028, a retailer would not be able to sell a firearm to a consumer in this State from a manufacturer who does not have a license from the Department and that a retailer who violates this provision would be subject to a civil penalty of up to $10,000 per violation, with certain requirements.

The Act also establishes the RIFL Fund as a special fund in the State treasury, with certain limitations. Proceeds from fees under the licensing program would be deposited into the RIFL Fund. It also provides for establishment of a financial assistance program in the Department with moneys from the RIFL Fund directed towards financial assistance to victims of firearms and for other purposes. Additional provisions include but are not limited to:

- Department shall contract with a program administrator to administer the financial assistance program, with certain requirements.
- Department shall adopt rules for financial assistance to victims of firearms, with certain requirements, including regarding exemption from certain State taxes.
- Department may contract with a program administrator to implement or administer any part of the Act, with certain requirements.
- Illinois State Police shall report certain information to the Department.
- Department may provide for other civil penalties of no more than $1,000 per violation. Attorney General may enforce the Act.
- Amends the State Finance Act to make conforming changes.
- Amends the Illinois Income Tax Act to make conforming changes.

Core Priorities:

Public Safety

This legislation aims to make Illinois the first state to require gun manufacturers to share the public costs associated with their products. The Act is intended to create a financial incentive for manufacturers to create safer products and reduce gun violence.

Attachments:

1. Resolution RFIL v2

A RESOLUTION IN SUPPORT OF THE RESPONSIBILITY IN FIREARM LEGISLATION (RIFL) ACT
(HB 3320 / SB 2279)

WHEREAS, firearm injuries in Illinois generate an estimated $18–20 billion in direct and indirect costs each year in medical care, mental health treatment, criminal justice, law enforcement, lost productivity, funeral and burial expenses

WHEREAS, firearm injury is the number one cause of death for children and teens, pregnant women, and means by which suicide is committed

WHEREAS, despite this staggering financial and human toll, firearm manufacturers have been exempted from indirect regulation through tort liability by the 2005 federal law, the Protection in Lawful Commerce in Arms Act; and

WHEREAS, the tobacco, opioid, and other comparable industries have been held financially accountable for their for-profit activity's exorbitant social costs. *The Responsibility in Firearm Legislation (RIFL) Act* (HB 3320 / SB 2279), introduced by State Representative Kevin Olickal and State Senator Robert Peters, offers a fair, evidence-based solution by establishing a special state treasury fund, which pools financial contributions of firearm manufacturers; and

WHEREAS, the RIFL Act ensures that entities profiting from firearm sales share responsibility for the public costs and harm caused by their products, modeling its framework after longstanding and effective no-fault schemes such as *Workers' Compensation* and the *State Guaranty Association*; and

WHEREAS, this fund will provide support for survivors, while also providing additional funding support for proven community violence and suicide prevention efforts; and

WHEREAS Highland Park has been a leader and strong voice in sensible gun legislation since the 2013 ban on assault rifles, including AR15s and AK47s; and

WHEREAS Highland Park experienced a mass shooting event on July 4, 2022 that resulted in the death of seven persons, injury of 48 persons, as well as significant trauma to thousands of parade attendees, City representatives, and the community. In addition to the horrific physical and emotional toll on Highland Park residents and visitors, the impact of this event has had significant long-term financial impacts on the City and taxpayers; and

WHEREAS Highland Park's experience illustrates the importance of policies like the RIFL Act that will ensure communities can sustain and scale effective strategies that reduce violence as well as unsubstantiated costs to local communities and tax payers; and

WHEREAS, the Act introduces transparency and accountability by requiring law enforcement agencies to collect and report annually firearm recovery data—including manufacturer and model information—so that annual contributions are tied to actual impact, thereby incentivizing safer product design and responsible business practices; and

WHEREAS, for over a century, no-fault systems like Workers' Compensation have successfully balanced economic responsibility with public welfare, demonstrating that equitable frameworks can protect both communities and industries; and

WHEREAS, the *RIFL Act Coalition*, a coalition of more than sixty organizations nationally and across Illinois, has united in strong support of this legislation, recognizing its potential to reduce financial hardship, promote fairness, and advance public safety statewide; and

WHEREAS, Highland Park and its residents, like communities across Illinois and the country who have faced gun violence, bear the costs and consequences of firearm-related injuries, and it is therefore both fiscally responsible and morally imperative for the City of Highland Park to support measures that equitably distribute these costs;

NOW, THEREFORE, BE IT RESOLVED, that the Highland Park City Council expresses its strong support for the *Responsibility in Firearm Legislation (RIFL) Act (HB 3320 / SB 2279)* and urges the Illinois General Assembly to advance and enact this legislation during the 104th General Assembly legislative session; and

BE IT FURTHER RESOLVED, that suitable copies of this Resolution be transmitted to the Governor of Illinois, the President of the Illinois Senate, the Speaker of the Illinois House of Representatives, Senator Julie Morrison District 29, and State Representative Bob Morgan, District 58, to affirm Highland Park's support for responsible, equitable firearm legislation.

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: May 27, 2026

Staff Contact: Corey Cohn, Business Development Specialist

Department: City Manager's Office

Title: A Resolution entering into an Exterior Improvement Grant for Magic Vision LLC (d/b/a Highland Bar & Kitchen)

Recommendation:
Staff recommends approving funding from the Exterior Improvement Grant Program not to exceed $2,000 for Magic Vision LLC d/b/a Highland Bar & Kitchen for eligible improvements to 1855 Deerfield Road Suite F.

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

- Designing, manufacturing, and installing new signage

Program Requirements and Required Documentation Received

- The property owner's written consent on 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 both of the eligible improvements. The applicant intends to select the contractor with the lowest bid at a total cost of $4,000. The grant request of

$2,000 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
Magic Vision LLC (d/b/a Highland Bar & Kitchen) 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
Magic Vision LLC (d/b/a Highland Bar & Kitchen) is eligible for a grant up to $2,000 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 and provide necessary signage. 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, more modern physical environment helps local sales-tax-generating businesses become more competitive and ensures their long-term retention. As the applicant pursues a rebrand of their restaurant, the new signage provides for easy recognition and identification.

Vibrancy

The Grant Program significantly boosts community vibrancy by directly improving the overall aesthetic of commercial business districts. Enhanced signage creates a welcoming, safe, and visually appealing environment, transforming commercial areas into vibrant destinations. 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 - Highland Bar Kitchen
2. Existing Facade - Highland Bar & Kitchen
3. Renderings - Highland Bar & Kitchen

CITY OF HIGHLAND PARK

RESOLUTION NO. R2026-_____

A RESOLUTION APPROVING AN EXTERIOR IMPROVEMENT GRANT FOR MAGIC VISION LLC D/B/A HIGHLAND BAR & KITCHEN

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, Begaiym Beishenkanova (**"*Applicant*"**) is the business owner of Magic Vision LLC d/b/a Highland Bar & Kitchen, located at the address commonly known as 1855 Deerfield Road, Suite F (***"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 $2,000, in accordance with, and pursuant to, Section 107.006(C) of the City Code and the home rule powers of the City.

SECTION THREE: CONDITIONS. The approval granted in Section Two of this Resolution is hereby expressly subject to and contingent upon the compliance by the Applicant with the following conditions:

A. Completion of Construction. The Applicant must complete construction of the Approved Eligible Improvements within 120 days after the effective date of this Resolution; and

B. **Prevailing Wages.** The Applicant must comply, and will cause all contractors constructing the Approved Eligible Improvements to comply, with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.), as it may be applicable.

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

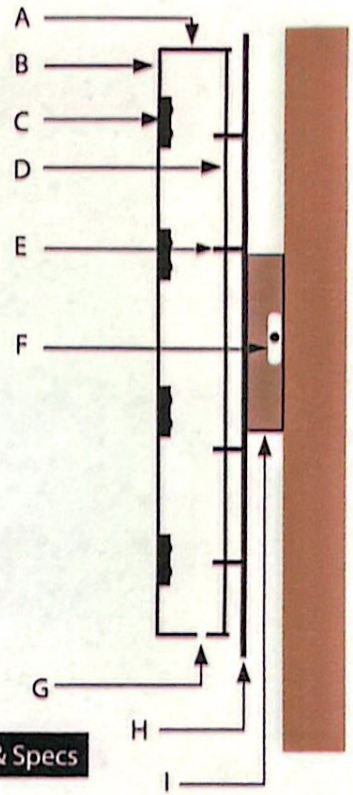
ATTEST:

Ghida S. Neukirch, City Clerk

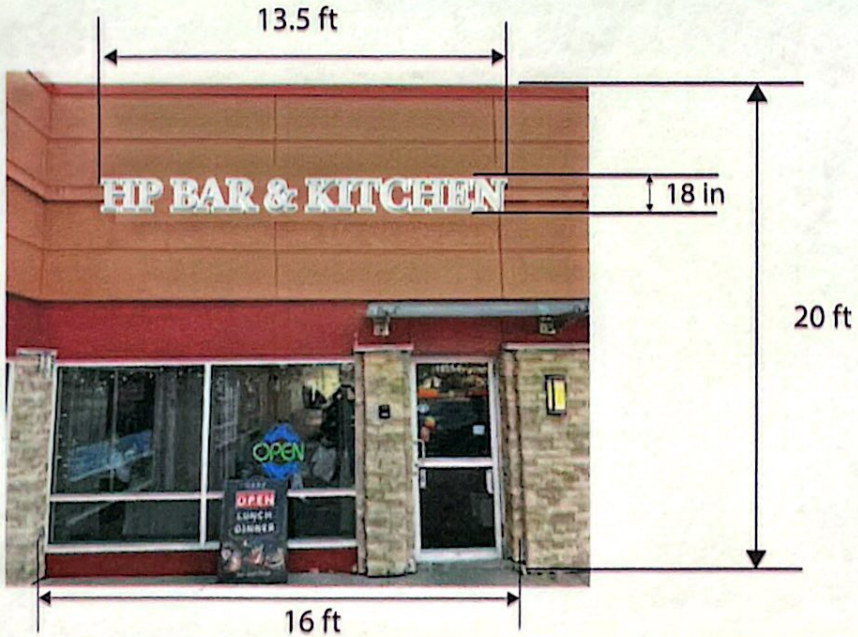


Scanned with CamScanner





LED Illuminated Reverse Channel Letters, Raceway Mounted, Front View



Channel Letter Materials & Specs

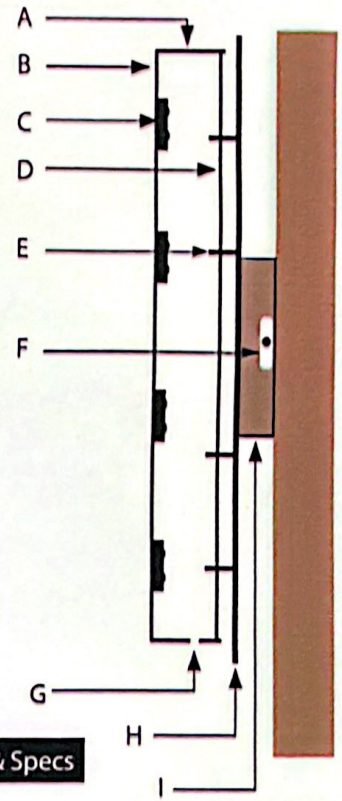
- A: Aluminum Return White
- B: Aluminum Face White
- C: Led Module
- D: 3/16 Acrylic
- E: Mounting Fastener / 2" Offset
- F: LED Power Supply
- G: 1/4" Drain Hole
- H: 1/4: Aluminum Backplate
- I: Raceway

Client:
HP Bar & Kitchen
Job Site:
1855 Deerfield Rd Ste F, Highland Park, IL 60035

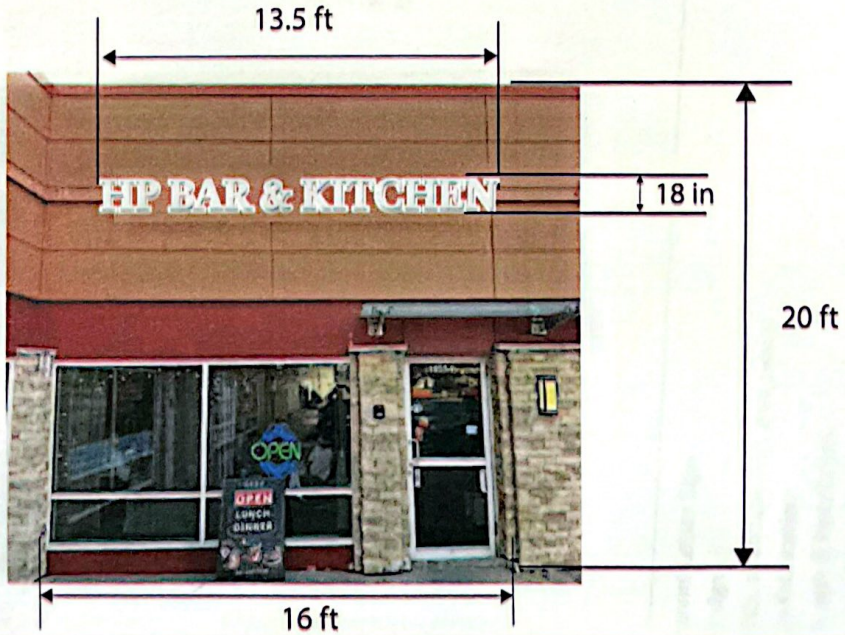
Bold Signs LLC
1894 S Elmhurst Rd
Mount Prospect IL 60056
(224) 677-9900

Scanned with CamScanner





LED Illuminated Reverse Channel Letters, Raceway Mounted, Front View



Channel Letter Materials & Specs

A: Aluminum Return White
B: Aluminum Face White
C: Led Module
D: 3/16 Acrylic
E: Mounting Fastener / 2" Offset
F: LED Power Supply
G: 1/4" Drain Hole
H: 1/4: Aluminum Backplate
I: Raceway

Client:
HP Bar & Kitchen
Job Site:
1855 Deerfield Rd Ste F, Highland Park, IL 60035

Bold Signs LLC
1894 S Elmhurst Rd
Mount Prospect IL 60056
(224) 677-9900

Scanned with CamScanner

Staff Report

Meeting Date: May 27, 2026

Staff Contact: Corey Cohn, Business Development Specialist

Department: City Manager's Office

Title: A Resolution entering into an Exterior Improvement Grant for Twinkle Twinkle Little North LLC (d/b/a Twinkle Twinkle Little One)

Recommendation:
Staff recommends approving funding from the Exterior Improvement Grant Program not to exceed $9,894.27 for Twinkle Twinkle Little North LLC (d/b/a Twinkle Twinkle Little One) for eligible improvements to 1849 Green Bay Road, Ste. 115.

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

- Designing, manufacturing, and installing new signage & awnings

Program Requirements and Required Documentation Received

- The property owner's written consent on 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 both of the eligible improvements. The applicant intends to select the contractor with the lowest bid at a total cost of $19,799.55. The grant request

of $9,894.27 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
Twinkle Twinkle Little North LLC (d/b/a Twinkle Twinkle Little One) 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
Twinkle Twinkle Little North LLC (d/b/a Twinkle Twinkle Little One) is eligible for a grant up to $9,894.27. 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 and provide necessary signage. 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, more modern physical environment helps local sales-tax-generating businesses become more competitive and ensures their long-term retention. By relocating to an expanded storefront, the applicant intends for the new signage to ensure clear brand recognition and ease of navigation for both existing and prospective customers.

Vibrancy

The Grant Program significantly boosts community vibrancy by directly improving the overall aesthetic of commercial business districts. Enhanced signage creates a welcoming, safe, and visually appealing environment, transforming commercial areas into vibrant destinations. 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 - Twinkle Twinkle Little One
2. Existing Facade - Twinkle Twinkle Little One
3. Renderings - Twinkle Twinkle Little One

CITY OF HIGHLAND PARK

RESOLUTION NO. R2026-_____

A RESOLUTION APPROVING AN EXTERIOR IMPROVEMENT GRANT FOR TWINKLE TWINKLE LITTLE NORTH LLC D/B/A TWINKLE TWINKLE LITTLE ONE

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, Rachel Glasson (***"Applicant"***) is the business owner of Twinkle Twinkle Little North LLC d/b/a Twinkle Twinkle Little One, located at the address commonly known as 1849 Green Bay Road, Suite 115 (***"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 $9,894.27, in accordance with, and pursuant to, Section 107.006(C) of the City Code and the home rule powers of the City.

SECTION THREE: CONDITIONS. The approval granted in Section Two of this Resolution is hereby expressly subject to and contingent upon the compliance by the Applicant with the following conditions:

A. Completion of Construction. The Applicant must complete construction of the Approved Eligible Improvements within 120 days after the effective date of this Resolution; and

B. **Prevailing Wages.** The Applicant must comply, and will cause all contractors constructing the Approved Eligible Improvements to comply, with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.), as it may be applicable.

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


112


Retail
Space
312-224-3235
NEWMARK
PLACE

Product Information	
Product Type	Cutout letters Black
Color	Twinkle Twinkle Little One
Overall Size	(304"W x 15"H)

Product Information	
Product Type	New and Recovery Awning
Color	Black 4608-0000
Material	Sunbrella Canvas
Overall Size	Left side awning 600"W x 43"H x 42"P) Right side awning (231"W x 43"H x 42"P)



THE DRAWINGS, IDEAS, AND ARRANGEMENTS CONTAINED HEREIN ARE AND SHALL REMAIN THE PROPERTY OF SIGNFREAKS AND SHALL NOT BE USED OR REPRODUCED FOR USE IN CONNECTION WITH ANY OTHER WORK NOT PREPARED BY SIGNFREAKS. THESE DRAWINGS ARE NOT RELEASED WITH THE ABOVE WRITTEN CONSENT OF SIGNFREAKS. THESE DRAWINGS ARE NOT RELEASED FOR CONSTRUCTION UNTIL SIGNED BY THE CLIENT. THESE DRAWINGS ARE NOT RELEASED WITH THE ABOVE WRITTEN CONSENT. THESE DRAWINGS SHALL BE RETURNED TO SIGNFREAKS, AND FURTHERMORE, LOANED SHALL NOT BE USED IN PURPOSES OF REPRODUCTION OF SIGNS WITHOUT SPECIAL AND EXPRESSED PERMISSION FROM SIGNFREAKS. ALL DRAWINGS REMAIN THE PROPERTY OF SIGNFREAKS AND THERE WILL BE A MINIMUM OF $600.00 CHARGED ON ALL OF THE TOTAL COST OF THE JOB WHICH HERE IS DRAWN.

4809 N. CALIFORNIA, SUITE A, CHICAGO, IL 60625 T: 773-889-7446 INFO@SIGNFREAKS.COM	PROJECT NAME: Corey Children Store 1849	SCALE:	REVISIONS:	CLIENT APPROVAL	LANDLORD APPROVAL
	ADDRESS: Greenbay Rd Suite 112 &	DESIGN DATE: 01-12-2026	01-12-2026_rev.00	AS SHOWN W/CHANGES	AS SHOWN W/CHANGES
	CITY / STATE: Suite 115 Highland Park, IL	DRAWN BY: NASH		DATE:	DATE:
	SALESMAN: 60035United States	ARTWORK:		SIGNATURE:	SIGNATURE:

Corey Children Store - 1849 Greenbay Rd Suite 112 & Suite 115 | Highland Park, IL 60035 United States

Product Information	
Product Type	Cutout letters Black
Color	Twinkle Twinkle Little One
Overall Size	(304"W x 15"H)

Product Information	
Product Type	Recovery Awning
Color	Black 4608-0000
Material	Sunbrella Canvas
Overall Size	(304"W x 43"H x 42"P)



THE DRAWINGS, IDEAS, AND ARRANGEMENTS CONTAINED HEREIN ARE AND SHALL REMAIN THE PROPERTY OF SIGNFREAKS AND SHALL NOT BE USED OR REPRODUCED FOR USE IN CONNECTION WITH ANY OTHER WORK NOT PREPARED BY SIGNFREAKS. THESE DRAWINGS ARE NOT RELEASED WITH THE ABOVE WRITTEN CONSENT OF SIGNFREAKS. THESE DRAWINGS ARE NOT RELEASED FOR CONSTRUCTION UNTIL SIGNED BY THE CLIENT. THESE DRAWINGS ARE NOT RELEASED WITH THE ABOVE WRITTEN CONSENT. THESE DRAWINGS SHALL BE RETURNED TO SIGNFREAKS, AND FURTHERMORE, LOANED SHALL NOT BE USED IN PURPOSES OF REPRODUCTION OF SIGNS WITHOUT SPECIAL AND EXPRESSED PERMISSION FROM SIGNFREAKS. ALL DRAWINGS REMAIN THE PROPERTY OF SIGNFREAKS AND THERE WILL BE A MINIMUM OF $600.00 CHARGED ON ALL OF THE TOTAL COST OF THE JOB WHICH HERE IS DRAWN.

4809 N. CALIFORNIA, SUITE A, CHICAGO, IL 60625 T: 773-889-7446 INFO@SIGNFREAKS.COM	PROJECT NAME: Corey Children Store 1849	SCALE:	REVISIONS:	CLIENT APPROVAL	LANDLORD APPROVAL
	ADDRESS: Greenbay Rd Suite 112 &	DESIGN DATE: 01-12-2026	01-12-2026_rev.00	AS SHOWN W/CHANGES	AS SHOWN W/CHANGES
	CITY / STATE: Suite 115 Highland Park, IL	DRAWN BY: NASH		DATE:	DATE:
	SALESMAN: 60035United States	ARTWORK:		SIGNATURE:	SIGNATURE:

Staff Report

Meeting Date: May 27, 2026

Staff Contact: Corey Cohn, Business Development Specialist

Department: City Manager's Office

Title: A Resolution entering into an Exterior Improvement Grant for Taylor Reese, LTD (d/b/a Taylor Reese Salon)

Recommendation:
Staff recommends approving funding from the Exterior Improvement Grant Program not to exceed $3,900 for Taylor Reese, LTD (d/b/a Taylor Reese Salon) for eligible improvements to 574 Roger Williams Avenue.

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

- Designing, manufacturing, and installing new awning

Program Requirements and Required Documentation Received

- The property owner's written consent on 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 both of the eligible improvements. The applicant intends to select the contractor with the lowest bid at a total cost of $7,800. The grant request of

$3,900 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
Taylor Reese, LTD (d/b/a Taylor Reese Salon) 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
Taylor Reese, LTD (d/b/a Taylor Reese Salon) is eligible for a grant up to $3,900. 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 and provide necessary signage. 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, more modern physical environment helps local sales-tax-generating businesses become more competitive and ensures their long-term retention. By upgrading their storefront, the applicant intends for the new signage to ensure clear brand recognition and ease of navigation for both existing and prospective customers.

Vibrancy

The Grant Program significantly boosts community vibrancy by directly improving the overall aesthetic of commercial business districts. Enhanced signage creates a welcoming, safe, and visually appealing environment, transforming commercial areas into vibrant destinations. 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 - Taylor Reese
2. Existing Facade - Taylor Reese
3. Renderings - Taylor Reese

CITY OF HIGHLAND PARK

RESOLUTION NO. R2026-_____

A RESOLUTION APPROVING AN EXTERIOR IMPROVEMENT GRANT FOR TAYLOR REESE LTD. D/B/A TAYLOR REESE SALON

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, Mouna Sapper (**"*Applicant*"**) is the business owner of Taylor Reese Ltd. d/b/a Taylor Reese Salon, located at the address commonly known as 574 Roger Williams Avenue (***"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 $3,900, in accordance with, and pursuant to, Section 107.006(C) of the City Code and the home rule powers of the City.

SECTION THREE: CONDITIONS. The approval granted in Section Two of this Resolution is hereby expressly subject to and contingent upon the compliance by the Applicant with the following conditions:

A. Completion of Construction. The Applicant must complete construction of the Approved Eligible Improvements within 120 days after the effective date of this Resolution; and

B. **Prevailing Wages.** The Applicant must comply, and will cause all contractors constructing the Approved Eligible Improvements to comply, with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.), as it may be applicable.

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


TAYLOR REESE salon
TAYLOR REESE salon



Chicago Sign Group, llc
305 Albert Drive
Vernon Hills, IL 60061
847.899.9021
www.ChicagoSignGroup.com
David@ChicagoSignGroup.com

Customer:
TAYLOR REESE SALON - MOUNA
574 ROGER WILLIAMS AVE
HIGHLAND PARK, IL 60035
SALON: 847-432-8800
847-208-8654
msapper2@yahoo.com
dpulliam@jos-cacciatore.com

Location:

Customer Approval

Landlord Approval

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Staff Report

Meeting Date: May 27, 2026

Staff Contact: Corey Cohn, Business Development Specialist

Department: City Manager's Office

Title: A Resolution entering into an Exterior Improvement Grant for Legend of Time Inc. (d/b/a Legend of Time)

Recommendation:
Staff recommends approving funding from the Exterior Improvement Grant Program not to exceed $3,050 for Legend of Time Inc. (d/b/a Legend of Time) for eligible improvements to 1781 Green Bay 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

- Designing, manufacturing, and installing new signage

Program Requirements and Required Documentation Received

- The property owner's written consent on 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 both of the eligible improvements. The applicant intends to select the contractor with the lowest bid at a total cost of $6,100. The grant request of

$3,050 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
Legend of Time Inc. (d/b/a Legend of Time) 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
Legend of Time Inc. (d/b/a Legend of Time) is eligible for a grant up to $3,050. 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 and provide necessary signage. 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, more modern physical environment helps local sales-tax-generating businesses become more competitive and ensures their long-term retention. By installing new signage, the applicant seeks to strengthen brand identity and ensure the location is easily accessible to both new and returning patrons as they relocate their business to Downtown Highland Park.

Vibrancy

The Grant Program significantly boosts community vibrancy by directly improving the overall aesthetic of commercial business districts. Enhanced signage creates a welcoming, safe, and visually appealing environment, transforming commercial areas into vibrant destinations. 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 - Legend of Time
2. Existing Facade - Legend of Time
3. Renderings - Legend of Time

CITY OF HIGHLAND PARK

RESOLUTION NO. R2026-_____

A RESOLUTION APPROVING AN EXTERIOR IMPROVEMENT GRANT FOR LEGEND OF TIME INC. D/B/A LEGEND OF TIME

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, Vlad Kushnir (**"*Applicant*"**) is the business owner of Legend of Time Inc., located at the address commonly known as 1781 Green Bay 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 $3,050, in accordance with, and pursuant to, Section 107.006(C) of the City Code and the home rule powers of the City.

SECTION THREE: CONDITIONS. The approval granted in Section Two of this Resolution is hereby expressly subject to and contingent upon the compliance by the Applicant with the following conditions:

A. Completion of Construction. The Applicant must complete construction of the Approved Eligible Improvements within 120 days after the effective date of this Resolution; and

B. **Prevailing Wages.** The Applicant must comply, and will cause all contractors constructing the Approved Eligible Improvements to comply, with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.), as it may be applicable.

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



Scanned with CamScanner



Scanned with CamScanner

Date: 4-10-26

Product: nonlit
Machine: Fab
Designer: CH
Sales Person: CLH

Job Schedule:

Permits:

Pick Up

Install

Ship

If Approved, Please Fill Area

Signature:

Print Name:

If not email changes

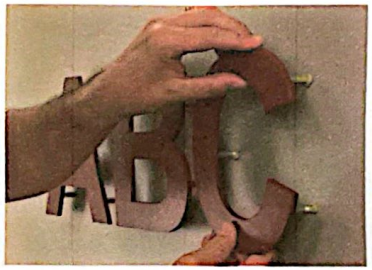
Bill To Client:

Legend of Time
Leara Gem
HP

Vlad / Max

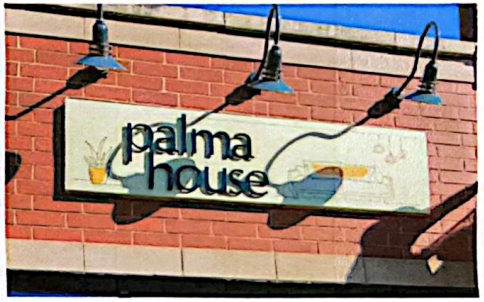


Type Of Sign



Example Locally Built by IC





Sign A

115" W x 24" H - Painted Cabinet 2" Deep
w/ Raised LEARA GEM & ICON TEXT 1/2" THICK acrylic w/ 1/4" SPACERS OFF BACKER
"Tagline" would be Silver vinyl lettering flat.



69" x9" Area Line

69" x4.2" Area Line

26"x19" Area Icon

Sign B

9"x4" Area Line | 24"x13" Area Icon | 14"x4" Area Line | 96" x6.3" Area Line



115" W x 24" H - Painted Cabinet 2" Deep
w/ Raised LEGEND OF TIME 1/2" thick acrylic painted w/ 1/4" SPACERS OFF BACKER
ICON Same acylic w/ spacers

Scanned with CamScanner

Staff Report

Meeting Date: May 27, 2026

Staff Contact: Joe O'Neill, Deputy Director of Public Works

Department: Public Works Department

Title: A Resolution Approving Award of the First Street Parking Garage Repair Project Contract to Golf Acquisition Group, LLC., of Hammond, Indiana

Recommendation:
Staff recommends award of the First Street Parking Garage Repair Project Contract to Golf Acquisition Group, LLC., dba Golf Construction, of Hammond, Indiana, for a not to exceed amount of $639,800. This item was reviewed and budgeted as part of the Department of Public Works FY26 CIP budget.

Policy Consideration:
In 2003, the City began the design/build of two parking structures. One was located at 1793 First Street, and the second structure at 1766 St. Johns Avenue. The parking decks were built to provide approximately 280 additional parking spaces within the central business district. Both decks are freestanding with a mirror-like design, creating nearly identical structures. Because of the open design, the top deck of the structures are subject to the elements and extreme weather conditions, while the lower levels are partially enclosed.

With any parking structure, ongoing maintenance is conducted by the city's Facilities Section. Recent work has included the replacement of the fire suppression system's main water lines. Structural repairs were also recently done to repair the First Street deck damage caused by overweight vehicles accessing the deck. Initial emergency repairs were made to keep the deck open for the busy summer event season, with the understanding that additional repairs identified would be budgeted for and scheduled. Because many of the issues identified on the First Street deck are age-related, staff will budget for repairs to the St Johns deck in 2027.

Five sealed bids were opened on May 14, 2026, for the First Street Parking Garage Repairs contract. Golf Construction, of Hammond, Indiana, was the lowest responsible bidder at $581,625. Staff recommends contract approval of $639,800, which includes an additional 10% for any additional work identified above and beyond what is included in the current contract. The city's engineering consultant checked references for Golf Construction, and no concerns were identified that would prevent recommending the award of the contract.

Public Works Department Facilities Section staff will manage this project. The project is scheduled to start in mid-July with completion in October. The parking deck will be closed during this time. The nature of the repair work requires moderate temperatures, including at night, so the majority of the work will take place during the summer and early fall months. Pertinent contract documents are available for review at the Department of Public Works, 1150 Half Day Road.

Core Priorities:

Fiscal Stability

Sufficient funding has been budgeted for in the 2026 facilities section capitol improvement budget for the First Street Parking Garage Repair Project.

Attachments:

1. Resolution - First Street Parking Deck
2. Bid Tab - First St Parking Deck Repair Proj.
3. Flattened Golf - First St Parking Garage Repairs Contract

CITY OF HIGHLAND PARK

RESOLUTION NO. R_____

A RESOLUTION APPROVING AWARD OF THE FIRST STREET PARKING GARAGE REPAIRS CONTRACT TO GOLF ACQUISITION GROUP, LLC. OF HAMMOND, INDIANA

WHEREAS, the City sought bids for the award of the First Street Parking Garage Repairs Contract (**"Contract"**), for removal and replacement of expansion joint system, and other associated improvements at the First Street Parking Garage, located at 1793 First Street in the City of Highland Park, Illinois.; and

WHEREAS, Golf Acquisition Group, LLC., of Hammond, Indiana (***"Golf"***), 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 Golf;

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 Golf 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 Golf; provided, however, that if the executed copy of the Contract is not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED

AYES:

ADOPTED:

RESOLUTION NO.

Nancy R. Rotering, Mayor

ATTEST:

Ghida S. Neukirch, City Clerk

RFP - First Street Parking Garage Repairs (#10159981)
Owner: Highland Park IL, City of
Solicitor: Highland Park IL, City of
05/14/2026 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Golf Construction		Berglund Construction Company		Western Specialty Contractor		NRS a division of Pullman SST, Inc.		JLJ Contracting, Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid & Alternate Total:							**$ 581,625.00**		**$ 687,000.00**		**$ 679,906.00**		**$ 821,350.00**		**$ 949,440.00**
	1	1	Removal of Existing Joint Sealants Along Perimeter and Between Beams	FOOT	2600	$ 5.50	$ 14,300.00	$ 5.00	$ 13,000.00	$ 5.38	$ 13,988.00	$ 16.00	$ 41,600.00	$ 8.00	$ 20,800.00
	2	2	Clean, Inspect, and Repair/Replace Shear Connectors	EA	250	$ 135.00	$ 33,750.00	$ 38.00	$ 9,500.00	$ 75.00	$ 18,750.00	$ 250.00	$ 62,500.00	$ 150.00	$ 37,500.00
	3	3	Install Supplemental Connectors (V2 T-Biscuits)	EA	125	$ 250.00	$ 31,250.00	$ 211.00	$ 26,375.00	$ 277.00	$ 34,625.00	$ 450.00	$ 56,250.00	$ 350.00	$ 43,750.00
	4	4	Remove and Replace of Expansion Joint System	LSUM	1	$ 12,375.00	$ 12,375.00	$ 8,900.00	$ 8,900.00	$ 12,360.00	$ 12,360.00	$ 13,000.00	$ 13,000.00	$ 21,125.00	$ 21,125.00
	5	5	Reseal All Joints Along Perimeter and Between Beams	FOOT	2600	$ 8.25	$ 21,450.00	$ 6.00	$ 15,600.00	$ 8.35	$ 21,710.00	$ 16.00	$ 41,600.00	$ 8.00	$ 20,800.00
	6	6	Epoxy Injection of Longitudinal Cracks in Tops of Double T-Beams	FOOT	1200	$ 20.00	$ 24,000.00	$ 67.00	$ 80,400.00	$ 66.00	$ 79,200.00	$ 80.00	$ 96,000.00	$ 100.00	$ 120,000.00
	7	7	Full Depth Crack Repairs (Carbon Fiber Reinforced Polymer Rods & Epoxy Injection)	FOOT	250	$ 70.00	$ 17,500.00	$ 62.00	$ 15,500.00	$ 252.00	$ 63,000.00	$ 140.00	$ 35,000.00	$ 275.00	$ 68,750.00
	8	8	Deck Coating System	SQ FT	21000	$ 5.00	$ 105,000.00	$ 5.00	$ 105,000.00	$ 5.05	$ 106,050.00	$ 5.50	$ 115,500.00	$ 12.00	$ 252,000.00
	9	9	Corbel Repairs	EA	14	$ 900.00	$ 12,600.00	$ 4,000.00	$ 56,000.00	$ 1,577.00	$ 22,078.00	$ 2,000.00	$ 28,000.00	$ 750.00	$ 10,500.00
	10	10	Supplemental Corbel Repairs	EA	14	$ 900.00	$ 12,600.00	$ 4,000.00	$ 56,000.00	$ 1,455.00	$ 20,370.00	$ 2,000.00	$ 28,000.00	$ 750.00	$ 10,500.00
	11	11	Railing Repairs/Replacement (Various Locations)	FOOT	100	$ 190.00	$ 19,000.00	$ 165.00	$ 16,500.00	$ 140.00	$ 14,000.00	$ 150.00	$ 15,000.00	$ 150.00	$ 15,000.00
	12	12	Stairwell Repairs (Concrete Replacement in Metal Pan Treads, Sandblast & Protective Coating on Steel)	LSUM	1	$ 77,000.00	$ 77,000.00	$ 73,000.00	$ 73,000.00	$ 53,065.00	$ 53,065.00	$ 56,000.00	$ 56,000.00	$ 77,000.00	$ 77,000.00
	13	13	Structural Repair of Concrete - Column & Top of Deck Repairs	SQ FT	100	$ 150.00	$ 15,000.00	$ 138.00	$ 13,800.00	$ 251.00	$ 25,100.00	$ 140.00	$ 14,000.00	$ 110.00	$ 11,000.00
	14	14	Structural Repair of Concrete - Underside of Prestressed Beams	SQ FT	150	$ 165.00	$ 24,750.00	$ 202.00	$ 30,300.00	$ 256.00	$ 38,400.00	$ 160.00	$ 24,000.00	$ 275.00	$ 41,250.00
	15	15	Remove and Replace Driveway Apron	LSUM	1	$ 32,550.00	$ 32,550.00	$ 21,000.00	$ 21,000.00	$ 29,000.00	$ 29,000.00	$ 57,600.00	$ 57,600.00	$ 35,200.00	$ 35,200.00
	16	16	Pavement Restriping	LSUM	1	$ 5,000.00	$ 5,000.00	$ 4,300.00	$ 4,300.00	$ 4,375.00	$ 4,375.00	$ 6,500.00	$ 6,500.00	$ 3,500.00	$ 3,500.00
	17	17	Lower Entrance Clearance Bar	LSUM	1	$ 3,500.00	$ 3,500.00	$ 3,800.00	$ 3,800.00	$ 1,380.00	$ 1,380.00	$ 800.00	$ 800.00	$ 4,375.00	$ 4,375.00
	18	18	Items Ordered by the Engineer	UNIT	50000	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00
Base Bid Total:							$ 511,625.00		$ 598,975.00		$ 607,451.00		$ 741,350.00		$ 843,050.00
Alternate Section															
	19	19	Mobilization	LSUM	1	$ 6,000.00	$ 6,000.00	$ 10,000.00	$ 10,000.00	$ 5,070.00	$ 5,070.00	$ 20,000.00	$ 20,000.00	$ 15,000.00	$ 15,000.00
	20	20	Demobilization	LSUM	1	$ 4,000.00	$ 4,000.00	$ 10,000.00	$ 10,000.00	$ 5,835.00	$ 5,835.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00
	21	21	Other - General Conditions	LSUM	1	$ 60,000.00	$ 60,000.00	$ 68,025.00	$ 68,025.00	$ 61,550.00	$ 61,550.00	$ 50,000.00	$ 50,000.00	$ 76,390.00	$ 76,390.00
Alternate Total:							$ 70,000.00		$ 88,025.00		$ 72,455.00		$ 80,000.00		$ 106,390.00

City of Highland Park
1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

Public Works Department

CONTRACT BETWEEN

City of Highland Park

and

Golf Aquisition Group, LLC. d/b/a Golf Construction

for

FIRST STREET PARKING GARAGE REPAIRS

Project # 10159981

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In consideration of the mutual promises set forth below, the CITY OF HIGHLAND PARK, 1150 Half Day Road, Highland Park, Illinois, 60035, a municipal corporation ("***Owner***"), and **Golf Acquisition Group, LLC., of Hammond, Indiana**, ("***Contractor***"), make this Contract as of the _____day of_____**, 2026**, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this

Contract ("***Required Submittals***"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on 8-1/2 inch by 11-inch paper. Two blue line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines, and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations, and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contract may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating al field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work. Specifically, and without limitation of the foregoing, Contractor acknowledges and agrees that Contractor shall be responsible for completion of all Work within the Contract Time, notwithstanding any strike or other work stoppage by employees of either Contractor or of Owner.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon

notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work, as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("***Change Order***"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the

Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible

for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("***Bonds***"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V
PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A ("***Contract Price***"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("***Progress Payments***").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("***Pay Request***"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("***Notice of Completion***"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("***Punch List Work***").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a

written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("***Final Acceptance***").

C. Final Payment. As soon as practicable after Final Acceptance, but in no event later than 30 days after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("***Final Pay Request***"), which Final Pay Request shall include, without limitation: (i) all final waivers of lien, consistent with the requirements set forth in Section 5.5B of this Contract; and (ii) all final certified payrolls, as required pursuant to Section 7.11B of this Contract. Owner shall pay to Contractor the balance of the Contract Price, after deducting there from all charges against Contractor as provided for in this Contract ("***Final Payment***"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("***Lien***") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or

claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI
DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("***Event of Default***"), and has failed to cure any such Event of Default within five business days

after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against the Owner or the Contractor.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

City of Highland Park
1150 Half Day Road
Highland Park, IL 60035
Attention: City Engineer

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

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

_____

_____

_____

_____

_____

7.9 Governing Laws

This Contract 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.

7.10 Changes in Laws

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

7.11 Compliance with Laws

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, 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 prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; 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.; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 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, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

B. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to Owner, 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 Act. The certified payroll shall be accompanied by a statement signed by Contractor 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) Contractor 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, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to Owner, 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.

C. Liability for Noncompliance. Contractor 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 Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

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

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered

substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time of the Essence

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract 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.

7.15 Severability

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract 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 to the greatest extent permitted by applicable law.

7.16 Entire Agreement

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

7.17 Amendments and Modifications

No amendment or modification to this Contract 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.

7.18 Conflicts of Interest

Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of the Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

7.19 Contract Renewal [Reserved]

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

ATTEST:

_____
Ashley Palbitska, Deputy City Clerk

CITY OF HIGHLAND PARK

_____
Ghida S. Neukirch, City Manager

ATTEST:

By: _____

Print Name: _____

Title: _____

BIDDER:

By: _____
Executing Officer

Print Name: _____

Title: _____

#2149124_v3

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

_____ **EXECUTING OFFICER**, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor 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 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq.

DATED this _____ day of _____, 20___.

ATTEST: **BIDDER**

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___

My Commission Expires: _____

_____ [SEAL]
Notary Public

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project**:

   See 'EXPANDED SUMMARY OF WORK' for full project details

2. **Work Site**:

   The parking garage is a two-story building located at 1793 First Street in Highland Park, Illinois

3. **Permits, Licenses, Approvals, and Authorizations**:

   Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

   None

4. **Commencement Date**:

   Estimated July 8, 2026

5. **Completion Date**:

   Estimated October 31, 2026

6. **Invoicing**:

   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.

7. **Insurance Coverage**:

   A. Worker's Compensation and Employer's Liability with limits not less than:
      (1) Worker's Compensation: Statutory;
      (2) Employer's Liability:
      $500,000 injury-per occurrence
      $500,000 disease-per employee
      $500,000 disease-policy limit

      Such insurance shall evidence that coverage applies in the State of Illinois Article 107.02.

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

      All employees shall be included as insured.

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

(1) General Aggregate: $2,000,000

(2) Bodily Injury: $500,000 per person
$1,000,000 per occurrence

(3) Property Damage: $1,000,000 per occurrence, and
$2,000,000 aggregate

(4) Other Coverage:
Coverages shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

D. Umbrella Policy. The $2,000,000 required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker's compensation.

8. **Contract Price**:

SCHEDULE OF PRICES (SEE ATTACHMENT A-1)

[TO BE SUPPLIED BY BIDDER THROUGH QUESTCDN SUBMITTAL]

9. **Progress Payments**:

A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows (when applicable):

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("***Breakdown Schedule***"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

END OF SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

RFP - First Street Parking Garage Repairs (#10159981)
Owner: Highland Park IL, City of
Solicitor: Highland Park IL, City of
05/14/2026 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Golf Construction		Berglund Construction Company		Western Specialty Contractor		NRS a division of Pullman SST, Inc.		JLJ Contracting, Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid & Alternate Total:							$ -		**$ 581,625.00**		**$ 687,000.00**		**$ 679,906.00**		**$ 821,350.00**		**$ 949,440.00**
	1	1	Removal of Existing Joint Sealants Along Perimeter and Between Beams	FOOT	2600			$ 5.50	$ 14,300.00	$ 5.00	$ 13,000.00	$ 5.38	$ 13,988.00	$ 16.00	$ 41,600.00	$ 8.00	$ 20,800.00
	2	2	Clean, Inspect, and Repair/Replace Shear Connectors	EA	250			$ 135.00	$ 33,750.00	$ 38.00	$ 9,500.00	$ 75.00	$ 18,750.00	$ 250.00	$ 62,500.00	$ 150.00	$ 37,500.00
	3	3	Install Supplemental Connectors (V2 T-Biscuits)	EA	125			$ 250.00	$ 31,250.00	$ 211.00	$ 26,375.00	$ 277.00	$ 34,625.00	$ 450.00	$ 56,250.00	$ 350.00	$ 43,750.00
	4	4	Remove and Replace of Expansion Joint System	LSUM	1			$ 12,375.00	$ 12,375.00	$ 8,900.00	$ 8,900.00	$ 12,360.00	$ 12,360.00	$ 13,000.00	$ 13,000.00	$ 21,125.00	$ 21,125.00
	5	5	Reseal All Joints Along Perimeter and Between Beams	FOOT	2600			$ 8.25	$ 21,450.00	$ 6.00	$ 15,600.00	$ 8.35	$ 21,710.00	$ 16.00	$ 41,600.00	$ 8.00	$ 20,800.00
	6	6	Epoxy Injection of Longitudinal Cracks in Tops of Double T-Beams	FOOT	1200			$ 20.00	$ 24,000.00	$ 67.00	$ 80,400.00	$ 66.00	$ 79,200.00	$ 80.00	$ 96,000.00	$ 100.00	$ 120,000.00
	7	7	Full Depth Crack Repairs (Carbon Fiber Reinforced Polymer Rods & Epoxy Injection)	FOOT	250			$ 70.00	$ 17,500.00	$ 62.00	$ 15,500.00	$ 252.00	$ 63,000.00	$ 140.00	$ 35,000.00	$ 275.00	$ 68,750.00
	8	8	Deck Coating System	SQ FT	21000			$ 5.00	$ 105,000.00	$ 5.00	$ 105,000.00	$ 5.05	$ 106,050.00	$ 5.50	$ 115,500.00	$ 12.00	$ 252,000.00
	9	9	Corbel Repairs	EA	14			$ 900.00	$ 12,600.00	$ 4,000.00	$ 56,000.00	$ 1,577.00	$ 22,078.00	$ 2,000.00	$ 28,000.00	$ 750.00	$ 10,500.00
	10	10	Supplemental Corbel Repairs	EA	14			$ 900.00	$ 12,600.00	$ 4,000.00	$ 56,000.00	$ 1,455.00	$ 20,370.00	$ 2,000.00	$ 28,000.00	$ 750.00	$ 10,500.00
	11	11	Railing Repairs/Replacement (Various Locations)	FOOT	100			$ 190.00	$ 19,000.00	$ 165.00	$ 16,500.00	$ 140.00	$ 14,000.00	$ 150.00	$ 15,000.00	$ 150.00	$ 15,000.00
	12	12	Stairwell Repairs (Concrete Replacement in Metal Pan Treads, Sandblast & Protective Coating on Steel)	LSUM	1			$ 77,000.00	$ 77,000.00	$ 73,000.00	$ 73,000.00	$ 53,065.00	$ 53,065.00	$ 56,000.00	$ 56,000.00	$ 77,000.00	$ 77,000.00
	13	13	Structural Repair of Concrete - Column & Top of Deck Repairs	SQ FT	100			$ 150.00	$ 15,000.00	$ 138.00	$ 13,800.00	$ 251.00	$ 25,100.00	$ 140.00	$ 14,000.00	$ 110.00	$ 11,000.00
	14	14	Structural Repair of Concrete - Underside of Prestressed Beams	SQ FT	150			$ 165.00	$ 24,750.00	$ 202.00	$ 30,300.00	$ 256.00	$ 38,400.00	$ 160.00	$ 24,000.00	$ 275.00	$ 41,250.00
	15	15	Remove and Replace Driveway Apron	LSUM	1			$ 32,550.00	$ 32,550.00	$ 21,000.00	$ 21,000.00	$ 29,000.00	$ 29,000.00	$ 57,600.00	$ 57,600.00	$ 35,200.00	$ 35,200.00
	16	16	Pavement Restriping	LSUM	1			$ 5,000.00	$ 5,000.00	$ 4,300.00	$ 4,300.00	$ 4,375.00	$ 4,375.00	$ 6,500.00	$ 6,500.00	$ 3,500.00	$ 3,500.00
	17	17	Lower Entrance Clearance Bar	LSUM	1			$ 3,500.00	$ 3,500.00	$ 3,800.00	$ 3,800.00	$ 1,380.00	$ 1,380.00	$ 800.00	$ 800.00	$ 4,375.00	$ 4,375.00
	18	18	Items Ordered by the Engineer	UNIT	50000			$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00
Base Bid Total:									$ 511,625.00		$ 598,975.00		$ 607,451.00		$ 741,350.00		$ 843,050.00
Alternate Section																	
	19	19	Mobilization	LSUM	1			$ 6,000.00	$ 6,000.00	$ 10,000.00	$ 10,000.00	$ 5,070.00	$ 5,070.00	$ 20,000.00	$ 20,000.00	$ 15,000.00	$ 15,000.00
	20	20	Demobilization	LSUM	1			$ 4,000.00	$ 4,000.00	$ 10,000.00	$ 10,000.00	$ 5,835.00	$ 5,835.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00
	21	21	Other - General Conditions	LSUM	1			$ 60,000.00	$ 60,000.00	$ 68,025.00	$ 68,025.00	$ 61,550.00	$ 61,550.00	$ 50,000.00	$ 50,000.00	$ 76,390.00	$ 76,390.00
Alternate Total:									$ 70,000.00		$ 88,025.00		$ 72,455.00		$ 80,000.00		$ 106,390.00

City of Highland Park
1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

BIDDER'S PROPOSAL
Public Works Department

CITY OF HIGHLAND PARK - DEPARTMENT OF PUBLIC WORKS
CONTRACT FOR THE
FIRST STREET PARKING GARAGE REPAIRS

BIDDER'S PROPOSAL

Owner will receive sealed Bidder's Proposals for the Work until **11:00 a.m.**, local time, **Thursday, May 14, 2026**, via the online electronic bid service through QuestCDN.com [project **#10159981**].

Name of Bidder Golf Acquisition Group, LLC dba Golf Construction ("***Bidder***")
Office
Address 141 E. 141st Street
City, State
Zip Hammond, IN 46327

Contact Person Will Markunas

Email willmarkunas@golfconstruction.net

Telephone 312.498.0858 Fax _____

TO: City of Highland Park ("***Owner***")
Public Works Department
1150 Half Day Road
Highland Park, Illinois 60035
Attention: **Joe O'Neill, Deputy Director**

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 001 - dated 05.07.26 **, which are securely attached to the end of this Bidder's Proposal ("*Bid Package*").**

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the FIRST STREET PARKING GARAGE REPAIRS; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and

workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Article 2.1 of the Contract, 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 on the following "Schedule of Prices" ("***Price Proposal***"), which Bidder understands and agrees will be made a part of the Contract:

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work related to the **FIRST STREET PARKING GARAGE REPAIRS**; the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work and by the Unit Price set forth in QuestCDN for such Unit Price Item:

SCHEDULE OF PRICES as uploaded into QuestCDN vBid [project #10159981]

Section Title	Line Item	Item Code	ITEM DESCRIPTION	UofM	Quantity
BASE BID	Required				
14,300	1	1	Removal of Existing Joint Sealants Along Perimeter and Between Beams	FOOT	2600
33,750	2	2	Clean, Inspect, and Repair/Replace Shear Connectors	EA	250
31,250	3	3	Install Supplemental Connectors (V2 T-Biscuits)	EA	125
12,375	4	4	Remove and Replace of Expansion Joint System	LSUM	1
21,450	5	5	Reseal All Joints Along Perimeter and Between Beams	FOOT	2600
24,000	6	6	Epoxy Injection of Longitudinal Cracks in Tops of Double T-Beams	FOOT	1200
17,500	7	7	Full Depth Crack Repairs (Carbon Fiber Reinforced Polymer Rods & Epoxy Injection)	FOOT	250
105,000	8	8	Deck Coating System	SQ FT	21000
12,600	9	9	Corbel Repairs	EA	14
12,600	10	10	Supplemental Corbel Repairs	EA	14
19,000	11	11	Railing Repairs/Replacement (Various Locations)	FOOT	100
77,000	12	12	Stairwell Repairs (Concrete Replacement in Metal Pan Treads, Sandblast & Protective Coating on Steel)	LSUM	1
15,000	13	13	Structural Repair of Concrete - Column & Top of Deck Repairs	SQ FT	100
24,750	14	14	Structural Repair of Concrete - Underside of Prestressed Beams	SQ FT	150
32,550	15	15	Remove and Replace Driveway Apron	LSUM	1
5,000	16	16	Pavement Restriping	LSUM	1
3,500	17	17	Lower Entrance Clearance Bar	LSUM	1
50,000	18	18	Items Ordered by the Engineer	UNIT	50000
Alternate Section	Optional				
6,000	19	19	Mobilization	LSUM	1
4,000	20	20	Demobilization	LSUM	1
60,000	21	21	Other - General Conditions	LSUM	1

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and 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, measured on the basis defined in the Contract;

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

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, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "***Commencement Date***" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it 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. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder

hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. **Bid Security**

Bidder herewith issues a Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of 3% of $581,625 or $17,448.75 dollars ("***Bid Security***").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 14th day of May, 2026

ATTEST:

By: _____

Print Name: Richard Vazquez

Title: Sr Project Manager

BIDDER

By: _____

Print Name: Will Markunas

Title: Sr. Project Manager

BIDDER'S PROPOSAL ACKNOWLEDGEMENT

CITY OF HIGHLAND PARK - DEPARTMENT OF PUBLIC WORKS

CONTRACT FOR THE FIRST STREET PARKING GARAGE REPAIRS

BIDDER'S SWORN ACKNOWLEDGEMENT

Will Markunas **NAME** (*"Deponent"*), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed, and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

The Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. **Partnership**

The Bidder is a partnership that is organized, existing and registered under the laws of the State of Illinois pursuant to that certain Partnership Agreement dated as of 12 / 04 / 24 that is qualified to do business in the State of Illinois, and that is operating under the legal name of Golf Acquisition Group, LLC dba Golf Construction.

The general partners of the partnership are as follows:

NAME	ADDRESS
Thomas Chakos	13529 Turnberry Ln., Orland Park, IL 60467
Theodore Chakos	1719 Apple Blossom Ct., Munster, IN 46321
William Markunas	700 Birchwood Rd., Frankfort, IL 60423

3. **Individual**

The Bidder is an individual whose full name is _____ whose residence address is and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows:

_____ **[NAME]**.

4. **Joint Venture**

The Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____/_____/_____ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)	**ADDRESS**
_____(___)	_____
_____(___)	_____
_____(___)	_____

DATED this 14th day of May, 2026

ATTEST:

By: _____

Title: Sr Project Manager

BIDDER

By: _____

Title: Sr. Project Manager

Subscribed and Sworn to
Before me this 14th day
of May, 2026

Anacarolina Guedes Costa [SEAL]
Notary Public

My Commission Expires: 8/18/2029

OFFICIAL SEAL
ANACAROLINA GUEDES COSTA
Notary Public, State of Illinois
Commission No. 1015574
My Commission Expires
August 18, 2029

CITY OF HIGHLAND PARK - DEPARTMENT OF PUBLIC WORKS
CONTRACT FOR THE
FIRST STREET PARKING GARAGE REPAIRS

BIDDER'S SWORN WORK HISTORY STATEMENT

Will Markunas ("***Deponent***"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed, and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. **Nature of Business**

State the nature of Bidder's business: General Contractor

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

5 % Federal	95 % As Contractor	90 % Bidder's Forces
10 % Other Public	5 % As Subcontractor	10 % Subcontractors
85 % Private		n/a % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 40 years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

NAME	ADDRESS	YEARS
n/a	n/a	n/a
n/a	n/a	n/a

5. **Business Licenses**

List all business licenses currently held by Bidder:

ISSUING AGENCY	TYPE	NUMBER	EXPIRATION
See attached - All others available upon request			

6. **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	See attached	See attached	See attached
Owner Address			
Reference			
Telephone Number			
Type of Work			

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Contractor (If Bidder was) (Subcontractor)			
Amount of Contract			
Date Completed			

DATED this _____ day of _____, 20__

ATTEST:

By: _____

Title: Sr Project Manager

Subscribed and Sworn to
Before me this 14th day
of May, 2024

Anacarolina Guedes Costa [SEAL]
Notary Public

BIDDER

By: _____

Title: Sr. Project Manager

My Commission Expires 8/18/2029

OFFICIAL SEAL
ANACAROLINA GUEDES COSTA
Notary Public, State of Illinois
Commission No. 1015574
My Commission Expires
August 18, 2029

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

5385236_v1

CITY OF HIGHLAND PARK

FIRST STREET PARKING GARAGE REPAIRS

PROJECT/CONTRACT #10159981

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the CITY OF HIGHLAND PARK, 1707 St. Johns Avenue, Highland Park, Illinois 60035, as Obligee, hereinafter called Owner, in the full and just sum of ***[CONTRACT PRICE]*** Dollars ($***[CONTRACT PRICE]***), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT AGREEMENT]***, with Owner entitled "Contract Agreement Between City of Highland Park and ***[CONTRACTOR'S NAME]*** for the Construction of ***[NAME OF WORK]*** - Contract ***[NO.]***" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the ***[NAME OF WORK]***, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished

facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this ___ day of _____, 20___.

Attest/Witness:	PRINCIPAL: ***[NAME OF CONTRACTOR]***
By: _____	By: _____ ***[NAME OF CONTRACTOR'S EXECUTING OFFICER]***
Title: _____	Title: ***[TITLE OF CONTRACTOR'S EXECUTING OFFICER]***
Attest/Witness:	SURETY: ***[NAME OF SURETY]***
By: _____	By: _____
Title: _____	Title: _____
	Telephone: _____

CITY OF HIGHLAND PARK

FIRST STREET PARKING GARAGE REPAIRS

PROJECT/CONTRACT #10159981

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the CITY OF HIGHLAND PARK, 1707 St. Johns Avenue, Highland Park, Illinois 60035, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of ***[CONTRACT PRICE]*** Dollars ($***[CONTRACT PRICE]***), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT AGREEMENT]***, with Owner entitled "Contract Agreement Between City of Highland Park and ***[CONTRACTOR'S NAME]*** for the Construction of ***[NAME OF WORK]*** - Contract ***[NO.]***" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the ***[NAME OF WORK]***, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue

on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ___ day of _____, 20___.

Attest/Witness:

By: _____

Title: _____

PRINCIPAL: ***[NAME OF CONTRACTOR]***

By: _____
[NAME OF CONTRACTOR'S EXECUTING OFFICER]

Title: ***[TITLE OF CONTRACTOR'S EXECUTING OFFICER]***

Attest/Witness:

By: _____

Title: _____

SURETY: ***[NAME OF SURETY]***

By: _____

Title: _____

Telephone: _____

SPECIAL PROVISIONS - GENERAL

1 - Forms of Special Provisions

Omissions of words or phrases such as "the contractor shall," "in conformance with," "shall be," "as noted on the plans," "according to the plans," "a," "the," and "all" are intentional, and the Contractor must supply omitted words or phrases by inference.

2 - Notice to Proceed

The Contractor shall proceed with the work and in the time set forth according to the conditions as outlined in the Invitation for Bids.

3 - Minor Work

Any minor work not specifically mentioned in the specifications or shown on the plans, but obviously necessary for proper completion of the work, shall be considered as being a part of and included in the contract, shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

4 - Waste Sites

All waste material shall be hauled to a site of the Contractor's choice. Cost of disposal of same will be included in the contract cost and not paid by the City as a separate item.

5 - Working Days

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sunday, legal holidays, or weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or continue after 5:00 p.m. without specific written permission of the Engineer.

If work outside of normal working day hours is necessary, payment at 1.5 times the salary and benefits of the City inspector shall be payable to the City. Reasonable delays due to weather or conditions beyond the control of the City or Contractor may not require payment.

6 - Codes and Standards

The "Standard Specifications for Road and Bridge Construction" prepared by the State of Illinois, Department of Transportation and adopted by said Department January 1, 2016, the Supplemental Specifications and Recurring Special Provisions adopted by said Department January 1, 2020 and the latest Standard Specifications for Traffic Control Items, prepared by said Department shall govern the construction of the proposed improvement insofar as applicable and except as modified herein; said specifications shall hereinafter be referred to as the "Standard Specifications." The following regulations or the latest revisions thereof are adopted by reference and the Contractor shall be responsible for conformance to same:

1. "Highland Park Building Code"
2. "Illinois Manual of Uniform Traffic Control Devices"

The following special provisions supplement these specifications, and in case of conflict, the special provisions shall take precedence and shall govern:

Division 1. Add the following articles to Section 101 of the State Standard Specifications –

Definition of Terms:

Art. 101.14 Department

The terms ", Council, City Council, Municipality" or other words used to describe the Awarding Authority in these documents and the Standard Specifications shall be interpreted to mean the City Council of the City of Highland Park.

Art. 101.39Roadway

Shall also include "Street, Parking Lots, Public Easements, Approaches," and shall be construed to mean the entire area defined in Art. 101.35.

7 - Water from the City of Highland Park

Water for construction purposes may be available from the City. The City's first preference is that the Contractor obtain water from the Public Works yard at 1150 Half Day Road. A water use permit must be taken out by the contractor without fee. If obtaining water from the Public Works yard is not practical then water from a City fire hydrant may be available. The City will dictate which hydrant may be used by the Contractor. A City meter is required to connect to a hydrant and a deposit is required prior to issuance of the meter. Upon completion of use of water the meter must be returned to the City in good condition. Meters damaged by the Contractor will be either repaired or replaced at the Contractor's expense.

8 - Access

The Contractor shall conduct his operation so that access to existing homes and businesses are maintained.

9 - Construction Schedule

Prior to commencing construction operations, the Contractor or his authorized representative shall meet with the Engineer of the City of Highland Park and present, in writing, his proposed construction schedule. Said schedule shall contain such information as the Engineer deems necessary, particularly in regard to location and date of starting construction, location of off-site disposal areas and access routes to be used, and when various phases of the work (including restoration) will be completed.

10 - Conduct of Construction Operations

Cooperation shall be extended by the Contractor to notify homeowners and businesses as to when direct vehicular access to their property will be curtailed and approximate length of time of such curtailment and directions where to park. Written notification will be given to all effected properties 48 hours prior to access curtailment. A sample letter shall be provided to the Engineer at the time of the pre-construction meeting.

Heavy construction vehicles will not be permitted to cross over curbs or use private driveways for turnarounds. Any damage to parkways, curbs, and driveways caused by the Contractor's operations will be repaired at his expense.

11 - Sanitary Facilities & Rubbish Control

The Contractor shall provide suitable toilet facilities at the job site in a location approved by the Engineer. The facility shall be approved by the City and shall be kept in a clean and sanitary condition. Sanitary Sewer manholes used for toilet facilities shall be cleaned and flushed upon removal of temporary toilet facilities.

During construction, the premises shall be kept clean of rubbish, paper and other debris. A suitable refuse container shall be provided in the vicinity of the parking area for disposal of lunch wrappings and garbage. The refuse contained shall be emptied regularly.

12 - Tree Trimming

All tree trimming, pruning and repair of wound surfaces shall be at the Contractor's expense and under the supervision of the City Forester. The Contractor shall provide proper tree guards to protect trees from

damage due to construction equipment and operations. The Contractor shall provide all labor and materials required, and the cost thereof shall be incidental to the contract. All dead trees within the right of way of the improvement shall be removed and shall be paid for at the contract unit price listed in the proposal.

13 - Construction Safety

The Contractor shall take all precautions necessary to protect the general public and his workmen from hazardous locations that might occur within the limits of the improvement. All trench openings and other construction openings extending below the pavement subgrade shall be fenced off with an adequately supported four-foot high snow fence at all times when actual construction is not in progress at the opening location.

The duty of the Engineer to inspect all work done and materials furnished and to suspend any work that is being improperly performed does not include review or approval of the adequacy of the contractor's safety measures, methods and bracing of excavated trenches in, on or near the construction site.

14 - Bracing and Sheeting

It shall be the contractor's responsibility to protect open cut trenches as may be required by state or federal law, as may be necessary to protect life, property, or the work. Trenches in the pavements or in close proximity to improved streets or roadways shall be sheeted or braced in a substantial and effective manner. Sheeting may be removed after backfilling has been completed to such elevation as to permit its safe removal. Sheeting and bracing left in place must be removed for a distance of three feet below the established street grade. The cost of furnishing, placing and removing sheeting and bracing shall be incidental to construction, and included in the contract unit price for the work being done.

15 - Potable Water Lines

Any work performed on a potable water supply **shall be done under the direction of a plumber licensed by the State of Illinois.** The contractor shall furnish the Engineer with the plumber's license number prior to starting any work on any potable water supply.

16 - Protection of Utilities

In excavating trenches and laying pipe, all existing utilities, including water pipes and services, sewer pipes and services, gas pipes and services, electric or telephone transmission pole lines, cable or conduits, shall be protected, supported, maintained in service and restored to the condition in which they were found, all at no extra remuneration. Where any utility facility, including service connections, is endangered or damaged by the work, the utility management shall be notified by the contractor, and the contractor shall cooperate with the utility and pay the cost of protection and repair, if damaged. The engineers have endeavored to locate subsurface obstructions from field surveys and available records, and known structures are shown on the plans or notice given of their presence. While the work was carefully done, the accuracy of the information cannot be guaranteed. Invert elevations of sanitary and storm sewers have been obtained from field surveys; where possible, elevations are shown on the plans. Wherever the contractor deems it necessary to determine the exact location of existing pipe, valve, or other underground structures, the contractor may make any examinations that he may determine desirable in advance of the work. No added compensation will be paid therefore.

END OF SPECIAL PROVISIONS – GENERAL

SPECIAL PROVISIONS - DETAIL SPECIFICATIONS

THE NEXT 38 PAGES CONTAIN THE EXPANDED SUMMARY OF WORK

EXPANDED SUMMARY OF WORK

PART 1 – BACKGROUND

1.01 DESCRIPTION OF STRUCTURE

A. The parking garage is a two-story building located at 1793 First Street in Highland Park, Illinois. It is a precast prestressed concrete structure with double T- It was constructed in 2003, and the original plans are available upon request. The structure plan has a rectangular layout with overall dimensions of approximately 345 ft by 61.5 ft. There are two stairways, one at the NW corner and one at the SW corner.

B. The structural system of the parking garage consists of 29 prestressed double tee beams and cast in place walls and foundations. There is no concrete overlay covering the deck surface apart from a 2" thick topping at designated areas around the entrance, expansion joints, and drainage structures. The prestressed beams are supported by corbels comprised of steel angles embedded in concrete. Along the perimeter wall there are sections of cast-in-place (CIP) concrete for planters and light posts. There is sealant filled joints between each beam and along the deck perimeter and an expansion joint located between Beams 13 and 14. A 2'-0" tall CIP parapet wall surrounds the deck perimeter with a 1'-6" aluminum railing on top.

1.02 DESCRIPTION OF DETERIORATION

A. Repairs were made to the structure in 2021. These repairs included isolated full depth deck repairs near the entrance, corbel repairs along the wall beneath the entrance ramp, various crack repairs with routing and sealant as well as with carbon fiber rods. Christopher B. Burke Engineering Ltd. (CBBEL) was retained by the City of Highland Park to evaluate the deterioration of the parking structure and make recommendations on the restoration and future use of the structure.

B. CBBEL performed a field inspection, and all the field inspection records are in the repair plans. The following general types of deterioration were noted:

1. The sealant for the joints between the beams and around the deck perimeter have failed at multiple locations and water is leaking though most of them, particularly along the main girders and around the columns. This has caused concrete deterioration at the ends and along the flanges of some of the double t-beams, some of the columns, and CIP parts of the deck.
2. Shear connector plates located along the longitudinal joints of the beam flanges were either missing or loose with failed welds.
3. The expansion joint has failed in multiple locations.
4. Longitudinal cracks were noted on more than half the beams along the outside of the webs in the deck surface. On four of these beams, the cracking was full depth and water infiltration through the deck was noted.
5. Multiple corbels along the cast-in-place wall have loose or spalled concrete, causing exposure to the embedded steel angles supporting the precast beams.

6. The concrete treads of both stairwells have noted significant spalling from salt damage and the supporting steel is showing signs of rusting and minor section loss from the salt and constant exposure to the elements.
7. The concrete driveway apron at the northwest corner of the garage has settled.
8. Aluminum parapet railing was damaged in multiple locations.

1.03 RECOMMENDED RESTORATION

A. CBBEL has made recommendations to the City of Highland Park regarding the repair and restoration of the structure. Part 2 of this section details these recommendations.

PART 2 – PRODUCTS AND EXECUTION

2.01 Removal and replacement of all joint sealants between beams and around perimeter of garage deck, repair of existing shear connectors, and installation of supplemental shear connectors

1. All existing sealants will be stripped from longitudinal joints between double T-beams as well as along the perimeter of the upper garage deck at the beam ends and around columns.

2. All existing shear connectors between beams shall be cleaned and inspected. The Engineer shall provide final direction on repairing/replacing existing shear connectors.

3. At locations where deterioration indicates damage to embedded plates at the existing shear connectors, supplemental shear connectors (V-2 T-Biscuits or an approved equal) will be installed next to existing shear connector.

4. See section 2.03 below for additional locations for supplemental shear connectors.

5. All joints will be cleaned, prepped, and new sealant installed according to the manufacturer's recommended installation procedure. Prime with Silastic P 429 Primer. Install closed cell backer rod to insure 2:1 width to depth ratio. Bond break (backer rod or bond breaker tape) top of weld plates to prevent 3-sided adhesion. Install polyurethane sealant. Strike flush to allow application of traffic membrane over top.

2.02 Remove and replace expansion joint

1. Existing expansion joints, including membrane seal and elastomeric concrete, shall be entirely removed between Beams 13 and 14 and around the columns at each end of the joint.

2. Concrete substrate should be abrasive blasted to remove all latencies and contaminants which may cause bonding problems.

3. Elastomeric membrane seal and concrete system (WaboCrete Membrane Generation II (Black), or an approved equal) shall be installed according to the manufacturer's recommended installation procedure.

2.03 Full-depth crack repairs with carbon fiber reinforced polymer (CFRP) rods in prestressed double T-beam flanges

The location of all full-depth crack repairs are shown on the Plans. The Contractor shall verify locations in the field. The method of preparation and repair in these areas shall consist of the following as shown in Plans and per the manufacturer's recommendations.

1. Prepare cracks for epoxy injection.

2. Sawcut grooves for in the concrete surface for Sika Carbodur rods (or an approved equal) at the depth, length and spacing shown in the plans.

3. Remove dust, laitance, grease, curing compounds, foreign particles, and other bond inhibiting materials from surface. Clean grooves with compressed air.

4. Blast clean concrete to provide open roughened texture.

5. Apply mixed epoxy resin (Sikadur 32 Hi-Mod, or an approved equal) to cut grooves and install rods according to the manufacturers recommended installation procedure.

6. Fill cracks with epoxy (Sikadur 55 SLV, or an approved equal).

7. Additionally, supplemental shear connectors (V-2 T-Biscuits or an approved equal) shall be installed between each shear connector along joints adjacent to full-depth crack repairs

2.04 Partial Depth Crack Repairs In Prestressed Double T Beam Flanges

Any cracks >0.016" wide shall be repaired with epoxy crack injection. The method of preparation and repair in these areas shall consist of the following as shown in Plans and the manufacturer's recommendations. Crack injection material shall be Sikadur 55 SLV, or an approved equal.

1. Clean existing cracks with compressed air.

2. Drill injection ports alongside cracks at locations recommended by the manufacturer.

3. Inject cracks according to the manufacturer's recommended installation procedure.

2.05 Structural Repair of Concrete - Underside of the Double T-Beam Flanges.

The location of all concrete repairs is shown on the Plans and shall be verified by the Contractor. Concrete repairs shall be per the International Concrete Repair Institute Guide for Selecting Application Methods for the Repair of Concrete Surfaces and as noted below.

The method of unsound concrete removal and replacement in these areas shall consist of the following as shown in Plans.

1. Saw cut ½" the limits of the unsound concrete of the Double T-Beams and remove all loose/unsound concrete with a lightweight chipping hammer or other methods approved by the Engineer. Reinforcement with 50 percent or more exposed shall be undercut to a depth of ¾".

2. Straighten and incorporate existing reinforcement into new concrete. Any cut reinforcement shall be repaired or replaced at the Contractor's expense. Add supplemental reinforcement as required for bars that have been cut or have lost more than 25% of their original cross sectional area. Mechanical splicers shall be installed if necessary.

3. Sand blast or clean the existing reinforcement and apply a one-component, zinc-rich epoxy primer for steel reinforcement (Sikagard P 8100 AP, or an approved equal).

4. Place new self-consolidating repair mortar (SikaEmaco 440, or an approved equal). For non-structural vertical and overhead hand patch repairs, use Sikaquik VOH (or an approved equal). For full-depth flange repairs, use SikaEmaco 1061 EX (or an approved equal).

2.05 Structural Repair Concrete - Repairs Along Columns and Top of Deck.

The location of all concrete repairs is shown on the Plans and shall be verified by the Contractor. Concrete repairs shall be per the International Concrete Repair Institute Guide for Selecting Application Methods for the Repair of Concrete Surfaces and as noted below. The method of unsound concrete removal and replacement in these areas shall consist of the following as shown in Plans.

1. Saw cut ½" the limits of the unsound concrete of the Double T-Beams and remove all loose/unsound concrete with a lightweight chipping hammer or other methods approved by the Engineer. Reinforcement with 50 percent or more exposed shall be undercut to a depth of ¾".

2. Straighten and incorporate existing reinforcement into new concrete. Any cut reinforcement shall be repaired or replaced at the Contractor's expense. Add supplemental reinforcement as required for bars that have been cut or have lost more than 25% of their original cross sectional area.

3. Sand blast or clean the existing reinforcement and apply a one-component, zinc-rich epoxy primer for steel reinforcement (Sikagard P 8100 AP, or an approved equal).

4. Place use Sikaquik VOH (or an approved equal).

2.06 Corbel Repairs and Supplemental Corbel Repairs

All corbels have been inspected and graded based on the amount of delamination and spalling. All corbels listed as poor in the plans are to be repaired. Other corbels noted in moderate condition shall be inspected/sounded by the Contractor, and shall be repaired if deemed necessary by the Engineer.

1. Contractor shall inspect/sound each corbel with Engineer.

2. All unsound concrete shall be removed by hand methods. Shoring system shall be supplied to support the girder if necessary, during the repair process. Refer to plans for any temporary shoring requirements.

3. Evaluate the existing brackets and welds. Sand blast or clean existing bracket and apply a one-component, zinc-rich epoxy primer for steel.

4. Form and pour corbels with self-consolidating repair mortar (SikaEmaco 440, or an approved equal).

2.07 Application of Deck Coating System

The deck coating system noted below shall be applied to the top deck. The Contractor may submit alternate coating systems to the Engineer for review. Deck surface must be prepared per manufacturer's specifications prior to installation of coating system.

A. Apply Sikalastic M 200 or 270 Basecoat at 25 mils (60 sqft/gallon) over joints. Embed 8" wide Sikalastic 995 reinforcing fabric into the Sikalastic M 270 Basecoat with a porcupine roller.

B. Apply Sikalastic M 200 Basecoat at 25 mils (60 sqft/gallon) over entire area.

C. Apply Sikalastic TC 225 Topcoat at 20 mils (80 sqft/gallon) and back roll approximately 1/3 lb of 16-30 sieve quartz aggregate into it.

D. Apply Sikalastic TC 295 Aliphatic Topcoat at 15-17 mils (90 sqft/gallon) and back roll approximately 1/3 lb of 16-30 sieve quartz aggregate into it.

2.08 Stairwell Repairs

1. Remove all concrete treads from steel pans.

2. Sand blast and remove all the rust and paint from the metal stairs and pans.

3. Replace all concrete in filled metal pan treads and landings with WWF mesh at the landing and treads.

4. Paint the stairs.

2.09 Miscellaneous Repairs

1. The deck shall be striped after waterproofing coating has been installed.

2. Remove and replace deteriorated sections of parapet railing as directed by the Engineer.

3. Entrance clearance bar to be replaced/lowered.

4. Driveway apron at northwest corner of garage to be removed and replaced.

5. Additional items to be added by the Engineer. Refer to Items to be Added by the Engineer Specification.

PART 3 - MEASUREMENTS OF QUANTITIES

3.01 Work to be performed on a unit price basis shall be measured according to the methods described below. Payment will be made for work performed, based on quantities recorded by the Contractor and approved by the Engineer. The Engineer will verify the accuracy of the record by visual examination of the work performed and/or measuring the quantities.

A. Top of Deck Repairs - Joint Routing and Installation of New Joint Sealant and Expansion Joints. The Contractor shall maintain a record of the locations of joints to be routed and new sealant installed. The quantity for REMOVAL OF EXISTING JOINT SEALANTS ALONG PERIMETER AND BETWEEN BEAMS shall be measured for payment in feet. The quantity for RESEAL ALL JOINTS ALONG PERIMETER AND BETWEEN BEAMS shall be measured for payment in feet. The quantity for REMOVE AND REPLACE EXPANSION JOINT SYSTEM shall be paid for as one lump sum. This record shall be submitted to the Engineer on a weekly basis.

B. Top of Deck Repairs – Shear Connectors. The Contractor shall maintain a record of the locations and areas of the shear connectors to be repaired or replaced with V2 T-Biscuits. The quantity for CLEAN, INSPECT, AND REPAIR/REPLACE SHEAR CONNECTORS shall be measured for payment in Each. The quantity for INSTALL SUPPLEMENTAL CONNECTORS (V2 T-BISCUITS) shall be measured for payment in Each. This record shall be submitted to the Engineer on a weekly basis.

C. Structural Repair of Concrete - Concrete Repairs. The Contractor shall maintain a record of the locations and areas of concrete to be removed and repaired. The quantity for STRUCTURAL REPAIR OF CONCRETE - COLUMN & TOP OF DECK REPAIRS and STRUCTURAL REPAIR OF CONCRETE - COLUMN & TOP OF DECK REPAIRS shall be measured for payment in square feet. This record shall be submitted to the Engineer on a weekly basis.

D. Top of Deck Repairs – Full Depth Crack Repairs. The Contractor shall maintain a record of the locations and length of cracks to be repaired. The quantity for FULL DEPTH CRACK REPAIRS (CARBON FIBER REINFORCED POLYMER RODS AND EPOXY INJECTION) shall be measured for payment in feet, measured along the length of the crack. This record shall be submitted to the Engineer on a weekly basis.

E. Top of Deck Repairs – Partial Depth Crack Repairs. The Contractor shall maintain a record of the locations and length of cracks to be repaired. The quantity for EPOXY INJECTION OF LONGITUDINAL CRACKS IN TOPS OF DOUBLE T-BEAMS shall be measured for payment in feet. This record shall be submitted to the Engineer on a weekly basis.

F. Top of Deck Repairs – Installation of Deck Coating System. The Contractor shall maintain a record of the location and area of the deck coating system installed. The quantity for DECK COATING SYSTEM shall be measured for payment in square feet. The quantity for DECK COATING SYSTEM shall be measured for payment in square feet. This record shall be submitted to the Engineer on a weekly basis.

G. Underside Repairs – Corbel Repairs. The Contractor shall maintain a record of the locations and condition of the existing corbels prior to work being completed. The quantity for CORBEL REPAIRS and SUPPLEMENTAL CORBEL REPAIRS shall be measured for payment in EACH. This record shall be submitted to the Engineer on a weekly basis.

H. Stairwell Repairs. The Contractor shall maintain a record of all repairs to the stairwells. The quantity for STAIRWELL REPAIRS (CONCRETE REPLACEMENT OF METAL PAN TREADS, SANDBLAST, AND PROTECTIVE COATING OF STEEL) shall be paid for at the contract unit price per LUMP SUM, which includes work at both stairwells. This record shall be submitted to the Engineer on a weekly basis.

I. Miscellaneous Repairs. The Contractor shall maintain a record of all miscellaneous repairs. The quantity for PAVEMENT RESTRIPING shall be paid for at the contract unit price per LUMP SUM. The quantity for RAILING REPAIRS/REPLACEMENT (VARIOUS LOCATIONS) shall be measured for payment in feet. The quantity for entrance clearance bar replacement shall be measured and paid for at the lump sum price for LOWER ENTRANCE CLEARANCE BAR. The quantity for REMOVE AND REPLACE DRIVEWAY APRON shall be paid for at the contract unit price per LUMP SUM. This record shall be submitted to the Engineer on a weekly basis.

END OF SECTION

ITEMS ORDERED BY THE ENGINEER

Description. This item is to provide for adequate budget to cover items not specifically included in the contract prior to the bidding process.

Construction Requirements. All work shall conform to appropriate articles of the Standard Specifications, City ordinances, City details and specifications that are considered industry standards or standards set forth by a governing body for the furnishing, fabrication, installation or removal of the included items.

Materials. All furnished material shall conform to appropriate articles of the Standard Specifications, City ordinances, City details and specifications that are considered industry standards or standards set forth by a governing body for the furnishing, fabrication, installation or removal of the included items.

Method of Measurement and Basis of Payment. This item shall be measured for payment in the appropriate dimensions for the work performed. This item shall be paid for at the contract unit price per Dollar for **ITEMS AS ORDERED BY ENGINEER**. Before work begins, the Engineer and the Contractor shall agree to the amount to be paid for each item of work. 1 unit is equal to $1.00.

SECTION 01340
SUBMITTALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

A. General: This section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples, operation and maintenance manuals and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.

1. Refer to other Division-1 sections and other contract documents for specifications on administrative, non-work-related submittals. Such submittals include, but are not limited to the following items:

(a) Permits.
(b) Payment applications.
(c) Performance and payment bonds.
(d) Insurance certificates.
(e) Inspection and test reports.
(f) Progress reports.
(g) Listing of subcontractors.

B. Shop drawings are technical drawings and data that have been specially prepared for this project, including but not limited to the following items:

1. Fabrication and installation drawings.
2. Schedules.
3. Design mix formulas.
4. Standard information prepared without specific reference to a project is not considered to be shop drawings.

C. Product data includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:

1. Manufacturer's product specifications and installation instructions.
2. Catalog cuts.
3. Standard product operating and maintenance manuals.

D. Miscellaneous submittals are work-related, non-administrative submittals that do not fit in the three previous categories, including, but not limited to the following:
   1. Specially-prepared and standard printed warranties.
   2. Survey data and reports.
   3. Testing and certification reports.
   4. Record drawings.
   5. Field measurement data.

1.3 SUBMITTAL PROCEDURES

A. General: Refer to the General Conditions for basic procedures for submittal handling.

B. Coordination: Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.

   1. Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Engineer's need to review a related submittal. The Engineer reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.

   2. Scheduling: In each appropriate administrative submittal, such as the progress schedule, show the principal work-related submittals and time requirements for coordination of submittal activity with related work.

C. Coordination of Submittal Times: Prepare and transmit each submittal to the Owner or Engineer, as applicable, sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Engineer's need to review submittals concurrently for coordination.

   1. Review Time: Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for resubmittal, if necessary. Advise the Engineer on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.

   2. Allow two weeks for the processing of each submittal. Allow a longer time period where processing must be delayed for coordination with subsequent submittals or more complex submittals. The Owner/Engineer will advise the Contractor promptly when determined that a submittal being processed must be delayed for coordination.

   3. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Owner/Engineer sufficiently in advance of the work.

D. Submittal Preparation: Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.

1. Project name.
2. Date.
3. Name and address of Contractor.
4. Name and address of supplier.
5. Name of manufacturer.
6. Number and title of appropriate specification section.
7. Drawing number and detail references, as appropriate.
8. Similar definitive information as necessary.
9. Provide a space on the label for the Contractor's review and approval markings, and a space for the Owner's/Engineer's "Action" marking.

E. Transmittal Form: Provide on the form places for the following information:

1. Project name.
2. Date.
3. To:
4. From:
5. Names of subcontractor, manufacturer and supplier.
6. References.
7. Category and type of submittal.
8. Submittal purpose and description.
9. Submittal and transmittal distribution record.
10. Signature of transmitter.
11. Contractor's certification stating that the information submitted complies with the requirements of the Contract Documents, with a place for the Contractor's signature.
12. Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, including minor variations and limitation.

1.4 SPECIFIC SUBMITTAL REQUIREMENTS

A. General: Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements in the same manner as for initial submittals.

B. Submittal: Provide five copies of all information.

C. Shop Drawings: Information required on shop drawings includes, dimensions, identification of specific products and materials which are included in the work, compliance with specified standards and notations of coordination requirements with other work. Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the contract documents on the shop drawings.

1. Do not permit shop drawing copies without an appropriate final "Action" marking by the Engineer to be used in connection with the work.

D. Preparation: Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 24" x 36". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block. Provide a space not less than 12 sq. in. beside the title block for marking and record of the review process and the Engineer's "Action" marking.

1. Do not reproduce contract documents or copy standard printed information as the basis of shop drawings.

E. Product Data: General information required specifically as product date includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notation of dimensions which have been verified by way of field measurement, and special coordination requirements for interfacing the material, product or system with other work.

F. Preparation: Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.

1. Where product data must be specially prepared for required products, materials or systems, because standard printed data is not suitable for use, submit data as "shop drawings" and not as "product data".

G. Submittals: Product data submittal is required for information and record and determines that the products, materials and systems comply with the provisions of the contract documents. Therefore, the initial submittal is also the final submittal, except where the Engineer observes that there is non-compliance with the provisions of the contract documents and returns the submittal promptly to the Contractor marked with the appropriate "Action".

H. Processing: Allow two weeks for initial review. Allow more time if processing must be delayed for coordination with other submittals or more complex submittals. The Contractor will be advised when a submittal must be delayed for coordination. Allow two weeks for reprocessing each submittal.

1. No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.

I. Submittal Preparation: Place a label or title block on each submittal for identification. Provide a 4" x 5" space on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken.

1. Project name.
2. Date.
3. Name and address of Contractor.
4. Name and address of subcontractor.
5. Name and address of supplier.
6. Name of manufacturer.
7. Number and title of appropriate specification section.

J. Submittal Transmittal: Package submittals appropriately for transmittal and handling. Transmit with a transmittal form. Submittals received from other than the Contractor will be returned without action.

1. Transmittal Form: On the form record requests for data, and deviations from Contract Documents. Include Contractor's certification that information complies with Contract Documents.

K. Miscellaneous Submittals:

1. Inspection and Test Reports: Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.

2. Warranties: Refer to Sections 00700 and 01600 for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish 2 executed copies of such warranties, bonds or agreements.

3. Survey Data: Refer to Section 01040 for specific general requirements on field measurements, quantitative records of actual work, damage surveys and similar data required by the individual sections of these specifications. None of the specified copies will be returned.

4. Standards: Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Owner's use. Where workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of work.

5. Closeout Submittals: Refer to Section 01700 and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools and similar items.

6. Record Documents: Furnish set of original documents as maintained on the project site.

L. General Distribution: Provide additional distribution of submittals to subcontractors, suppliers, fabricators, installers, governing authorities, and others as necessary for the proper performance of the work. Include such additional copies of submittals in the transmittal to the Owner where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

1.5 OWNER'S/ENGINEER'S ACTION

A. General: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Owner/Engineer will review each submittal, mark with appropriate "Action", and where possible return within 2 weeks of receipt. Where the submittal must be held for coordination the Owner/Engineer will so advise the Contractor without delay.

1. Action Stamp: The Owner/Engineer will stamp each submittal to be returned with a uniform, self-explanatory action stamp, appropriately marked and executed to indicate whether the submittal returned is for unrestricted use, final-but-restricted use (as marked), must be revised and resubmitted (use not permitted) or without action (as explained on the transmittal form).

2. Final Unrestricted Release: Where the submittals are marked as follows, the work covered by the submittal may proceed provided it complies with the requirements of the contract documents; acceptance of the work will depend upon that compliance.

(a) Marking: “Reviewed".

3. Final-But-Restricted Release: When the submittals are marked as follows, the work covered by the submittal may proceed provided it complies with both the Owner's notations or corrections on the submittal and with the requirements of the contract documents; acceptance of the work will depend on that compliance.

   (a) Marking: “Reviewed With Corrections".

4. Returned to Resubmittal: When the submittal is marked as follows, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise the submittal or prepare a new submittal in accordance with the Engineer's notations stating the reasons for returning the submittal; resubmit the submittal without delay. Repeat if necessary to obtain a different action marking. Do not permit submittals with the following marking to be used at the project site, or elsewhere where work is in progress.

   (a) Marking:

      (1) "Rejected".
      (2) "Revise and Resubmit".

END OF SECTION

DIVISION 2
SITE WORK

SECTION 02212

REMOVAL OF UNSOUND CONCRETE AND SURFACE PREPARATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. The work shall consist of providing the necessary labor, materials, equipment and supervision for the removal of the unsound concrete, sandblasting of reinforcing, addition of reinforcing bars as required and the cleaning of the newly exposed underlying sound concrete.

B. Related work specified elsewhere:
1. Expanded Summary of Work: Section 01800
2. Shoring: Section 03110
3. Structural Concrete: Section 03300
4. Cementitious Polymer Mortar: Section 03365

1.02 UNIT PRICES

A. The Contractor shall submit unit prices as required in the Bid Form.

B. For the portion of work to be performed on a unit price basis, quantities will be measured according to Section 01800.

1.03 CODE REQUIREMENTS

A. Comply with local ordinances and building code provisions dealing with demolition of structures, and protection of public and workers.
B. Obtain and pay for all legally required permits for demolition and for transportation and disposal of debris.

PART 2- PRODUCTS

2.01 EQUIPMENT

A. Chipping hammers of nominal 15 lb class or less for removal of concrete from beneath reinforcing.
B. Sandblasting equipment capable of removing rust from the exposed reinforcement
C. Compressed air equipment capable of removal of dust and dirt from concrete repair areas.

PART 3 – EXECUTION

3.01 CONCRETE REMOVAL FROM SLAB SURFACES AND VERTICAL SURFACES

A. Prior to any concrete removal work, the Contractor shall perform the following operations:
1. Submit his plan for confining, collecting and disposing of broken concrete and other waste materials as a result of his removal operations.
2. Install all required shoring.
3. Remove or temporarily shore plumbing and electrical lines and fixtures as required. All lines and fixtures shall be reattached at the completion of the work.

B. Delaminated areas which required removal of unsound concrete will be identified and marked by the Contractor and reviewed by the Engineer. The unsound concrete in these areas shall be removed by chipping down to sound concrete.

C. On slab surfaces remove concrete in an area extending 3 in. beyond the outer boundary mark of unsound concrete. Where possible, the areas removed shall be rectangular in shape in plan view. Do not feather edges, but saw cut edges 1/2 in below top slab surfaces. Do not saw through reinforcing bars. Underside of slab edges shall be undercut slightly; square edges and inaccessible areas shall be avoided.

D. On vertical surfaces remove concrete in an area extending 3 in. beyond the outer boundary mark of unsound concrete. Where possible, the areas removed shall be rectangular in shape. Do not feather edges, but saw cut edges 1/2 in below surfaces. Do not saw through reinforcing bars.

E. During the chipping process in these deteriorated concrete areas, care shall be exercised to avoid cracking or otherwise damaging the underlying sound concrete. Any such cracking or damage shall be repaired by the Contractor at his own expense.

F. Where portions of reinforcing bars are exposed, the Engineer will determine if the embedded portion of the bar is soundly bonded to the remaining concrete. If, in the Engineer's judgment, the bar is not soundly bonded, the Contractor shall remove concrete around and under the bar for a length as determined by the Engineer.

G. All fully exposed slab reinforcing shall be no closer than 3/4 in., measured radially, from existing concrete.

H. The newly exposed sound concrete shall be roughened by sandblasting and cleaned by blowing away loose material with a compressed air jet.

I. Welded wire fabric reinforcement/supplement reinforcement bars shall be provided in all areas where the existing reinforcement is damaged or shows over 25% loss of cross sectional area. The fabric shall either be securely tied to exposed reinforcing or shall be securely anchored in a manner that provides a clear distance between the fabric and the chipped concrete surface of 3/8 in.

J. The Engineer shall be allowed a minimum of 24 hours for the inspection of prepared areas prior to placement of new concrete. The Contractor shall inspect all prepared concrete surfaces and reinforcement, and complete surface preparation work prior to the Engineer's inspection.

3.02 REINFORCEMENT CLEANING AND/OR REPLACEMENT

A. Exposed reinforcing shall be thoroughly cleaned by sandblasting to remove all rust and unsound concrete.

B. Bars that are damaged, mislocated, fractured or that have lost more than 25 percent of their original area at any point along the length shall be brought to the attention of the Engineer. Remedial action will be at the direction of the Engineer. Bars damaged by the Contractor shall be repaired at the Contractor’s expense.

C. If during removal of unsound concrete, the Contractor encounters existing reinforcing with less than 1/2 in. cover from the surface, he shall notify the Engineer.

D. Reinforcing and slab embedment shall be secured in position so as to be unaffected by concreting operations.

E. Apply a one-component, zinc-rich epoxy primer to existing and supplemental steel reinforcement (Sikagard P 8100 AP, or an approved equal).

3.03 CLEAN-UP

A. The Contractor shall remove all loose concrete, debris, etc., from the site and leave the area broom clean.
B. Debris shall not be flushed down the existing floor drains.

END OF SECTION

SECTION 03100

CONCRETE FORMWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. General formwork.

B. Forms and coatings.

C. Form ties and accessories.

1.2 RESPONSIBILITY

A. The Contractor shall be solely responsible for the ability of formwork to produce members of the size, shape, and exterior finish required, for the structural adequacy of the forms to carry construction loads without excessive deflection, and for the safe use of forms in connection with completion of the concrete work. The Contractor shall be responsible for any injury or damage arising from inadequate forms or from premature removal of formwork.

B. Submittals

1. Samples and Certifications

2. Samples and certifications shall be submitted in accordance with Section 01340.

C. Referenced Standards: Formwork design, construction, and removal shall conform to ACI 301, Standard Specifications for Structural Concrete.

PART 2 PRODUCTS

2.1 FORMWORK

A. Form Ties: Form ties shall be a watersealing snap-in type or tapered thru bolt type. The large end of tapered thru bolt ties shall be on the liquid side of the wall.

B. Plywood Forms and Liners: Plywood forms and liners shall be minimum grade B-B High Density Overlay Concrete Form Panels, Class I.

C. Lumber: Formwork lumber shall be straight and clean. All nails shall be withdrawn and surfaces in contact with concrete shall be thoroughly cleaned before reuse.

D. Metal Forms: Metal forms shall be fabricated from carbon steel sheets conforming to ASTM A569.

PART 3 EXECUTION

3.1 PREPARATIONS

A. Fastening Devices for Other Work: Coordinate with other trades and properly place and locate in position all necessary dowels, bolts, anchors, anchor slots, inserts, sleeves, openings, hangers, metal ties and other fastening devices required for attachment and support of adjacent work. Securely anchor all embedded items.

3.2 FORMWORK REQUIREMENTS

A. General:

1. Formwork shall comply with ACI 347 and to shape, lines and dimensions of the members as indicated on the Drawings. Joints in forms shall be horizontal or vertical. Forms shall be properly braced or tied to maintain position and shape under all dead and live loads and to prevent leakage. Forms shall be assembled so their removal will not damage the concrete. Tolerances for formed surfaces shall be in compliance with ACI 301.

2. Lumber formwork may be used for surfaces which will not be exposed to view. Use plywood or metal forms for exposed surfaces.

3. Provide temporary openings at the base of forms greater than 4 feet high, if necessary, to facilitate cleaning and inspection immediately before depositing concrete.

4. All external corners of concrete exposed to view shall be chamfered by using 3/4 inch by 3/4 inch by 45 degree wood stripping, except as otherwise indicated on the Drawings.

B. Grade A Forms

1. Unless otherwise indicated, Grade A forms shall be used for all exposed concrete.

2. Grade A forms shall consist of steel forms lined with 3/16 inch thick tempered hardboard or 1/4 inch thick plywood, or by using plywood forms.

3. Full sized sheets shall be used wherever possible. The edges of all sheets shall be straightened to insure tight, close fitting joints. Bulges or depressions more than 1/8 inch in 4 feet will not be permitted. Open joints which would permit leakage shall be sufficient cause for rejection of forms. Other tolerances shall be as allowed by ACI 347.

C. Grade B Forms

1. Use lumber, plywood or metal forms. All joints shall be solidly backed, aligned and made leakproof.

2. Unless otherwise indicated, Grade B Forms are intended for use where concrete will not be exposed to view, such as below grade, below normal liquid levels in water-retaining structures, or inside manholes, boxes, vaults, etc.

D. Surface Treatment of Formwork: The inside surface of lumber forms shall be soaked with clean water prior to placing concrete. All other forms shall be treated with an approved form oil or lacquer. If oil is used, all excess oil shall be wiped off.

E. Inspection of Formwork: Concrete shall not be placed until the forms have been inspected by the OWNER to assure surfaces in conformance with the Drawings and Specifications.

F. Removal of Forms: Forms shall be removed in accordance with requirements of ACI 318, without damaging the concrete. Leave shoring in place until concrete will safely support its own weight plus any live loads that may be placed upon it.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Provision of all reinforcement.

1.2 SUBMITTALS

A. Certifications: Certifications for reinforcement shall be submitted in accordance with Section 01340.

B. Shop Drawings: Submit checked reinforcement steel shop drawings in accordance with Section 01340. Shop drawings shall be prepared in accordance with ACI 315, Manual of Standard Practice for Detailing Reinforced Concrete Structures. Drawings shall indicate bending diagrams, shapes, dimensions, clearances, splicing and lap lengths, accessories, and installation notes.

PART 2 PRODUCTS

2.1 REINFORCEMENT

A. Reinforcement Bars: Reinforcement bars shall be ASTM A615, Grade 60 deformed bars, except as otherwise indicated.

B. Smooth Dowels: Smooth dowels shall be ASTM A615, Grade 60 plain bars.

C. Threaded Dowels: Threaded dowels shall be ASTM A36.

D. Welded Wire Fabric: Welded wire fabric shall conform to ASTM A185. Where welded wire fabric is shown but not sized on Drawings, use 6" x 6" x W2.9 x W2.9 WWF.

E. Accessories: Accessories for proper installation of reinforcement shall conform to CRSI "Manual of Standard Practice for Reinforced Concrete Construction". All bar supports at exposed surfaces shall be Class 1- Plastic Protected.

F. Reinforcement Fabrication: Reinforcement fabrication shall conform to ACI 315 and ACI 318, and approved shop drawings.

G. Mechanical Splices: Mechanical splices of reinforcing bars shall be CADWELD or equal. Splices shall develop 125% of the specified yield strength of the reinforcing bar.

PART 3 EXECUTION

3.1 PREPARATIONS

A. Fastening Devices for Other Work: Coordinate with other trades and properly place and locate in position all necessary reinforcement, dowels, bolts, anchors, anchor slots, inserts, hangers, metal ties, and other fastening devices required for attachment and support to adjacent work. Securely anchor all fixtures and embedded items.

3.2 REINFORCEMENT

A. General:

1. The placement of reinforcing steel shall conform to "Placing Reinforcing Bars", as published by the Concrete Reinforcing Steel Institute except as noted.

2. Reinforcement shall be inspected and approved by the OWNER before enclosing forms are erected and shall be rechecked immediately prior to depositing concrete.

B. Splices, Laps, and Dowels:

1. Provide continuous reinforcement or dowels through construction joints. The use of inserts in lieu of dowels shall be subject to the ENGINEER'S approval. One half of reinforcement shall be discontinued across control joints unless otherwise indicated. All reinforcement shall be discontinued across expansion joints, except for sleeved or greased dowels, if indicated.

2. Splice laps shall be as noted in the Plans.

3. Clean all concrete, dirt and foreign substances from reinforcing bars by sand blasting or by other methods approved by ENGINEER prior to making a mechanical (CADWELD) splice. Manufacturers representative shall provide on-site instruction to contractors personnel and Owner’s representative on proper installation procedures. Manufacturer’s representative shall observe initial splices made by contractor to insure proper technique and performance of the product. He shall make additional visits to the site as may be requested by the Owner to inspect completed work. Contractor shall only use personnel who have received instructions from manufacturer’s representative to perform the work.

C. Fabric Reinforcement for Slabs

1. Fabric reinforcement for slabs shall be overlapped at splices not less than the spacing of the cross wires plus 2 inches. Fabric shall extend to within 4 inches of concrete edges.

D. Reinforcement for Formed Concrete

1. Secure steel reinforcement to maintain proper position during concrete placement. Concrete protection for reinforcement shall conform to ACI 318, except as otherwise indicated on the Drawings.

2. Provide Z bars and bar supports at 4-foot on centers each way in wall, columns, etc. pours to maintain proper position.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Concrete mixtures.

B. Mixing.

C. Transporting.

D. Placement schedule.

E. Depositing and consolidating.

F. Slab finishing.

G. Curing.

H. Formed surface finishing.

1.2 SUBMITTALS

A. Samples and Certifications: Samples and certifications shall be submitted in accordance with Section 01340. Unless otherwise indicated, submit certifications for all products and samples as may be specifically requested by the ENGINEER.

B. Product Data: Submit manufacturer's literature for all admixtures proposed for the work.

C. Delivery Tickets: Submit delivery tickets in accordance with ASTM C94 for each batch of ready-mixed concrete. Information on the ticket shall include class of concrete, water content, time of loading, truck number, admixtures, and quantity.

D. Mix Design

1. At least 35 days prior to placing of concrete, the Contractor shall submit proposed mix proportions and samples of proposed materials to the testing laboratory retained by the OWNER. Concrete for driveway pavement shall be IDOT Class SI concrete. The laboratory will prepare a detailed report of the 7-day and 28-day compressive strength, slump, and air-entrainment of the concrete mix submitted. The strength determination for each class of concrete will be based on not less than three concrete specimens of each age.

2. The laboratory will employ techniques to adjust for mechanical vibrators and any special devices or equipment to be used for the work. The Contractor shall inform the OWNER and the Testing Laboratory of proposed techniques and devices.

1.3 QUALITY CONTROL

A. Materials and Methods: Materials and methods of mixing and placing concrete shall conform to ACI 318, Building Code Requirements for Reinforced Concrete.

B. Laboratory Tests

1. The OWNER will retain the services of testing laboratory and pay all laboratory costs to make tests and submit reports. All additional tests required because concrete fails to meet Specifications will be deducted from payments due the Contractor.

2. The Contractor shall provide all necessary labor and devices to obtain samples and provide field curing.

3. As directed by the ENGINEER, the testing laboratory will provide for inspection of the concrete batch plant to see that the concrete is properly mixed and that the consistency of mix is being controlled.

4. The laboratory will immediately submit two copies of laboratory reports on all strength tests to the ENGINEER, the local building authority, if required, the concrete contractor, and the supplier. Reports will be made on a form acceptable to the ENGINEER and will indicate delivery ticket numbers, strength, slump, air entrainment, admixtures, concrete temperature, pour location, date, age, and remarks on properties changes.

C. Compressive Strength Tests: Compressive strength for concrete repairs shall be a minimum of 5,000 psi. Compressive strength for driveway apron and stair tread shall be a minimum of 3,500 psi.

D. Enforcement of Strength Requirements:

1. No individual laboratory cured strength test result shall fall below the specified strength by more than 400 psi. Each strength test result will be the average of two laboratory cured cylinders from the same sample test at 28 days.

2. If more than one of the laboratory-cured specimens is below the specified strength, or if the strengths of field-cured specimens are more than 10% below the strength of the corresponding laboratory- cured specimens, the ENGINEER will determine the appropriate corrective measures to be provided at the Contractor's expense.

E. Slump Tests: Tests for slump will be made when directed by the ENGINEER in accordance with ASTM C143. Excessive slump is cause for rejection of concrete prior to placement.

F. Air Entrainment Tests: At least two air content tests will be made each day, and when change in consistency of the concrete mix is noted. The air content tests will be made in accordance with ASTM C138, C173, C231, or AASHTO T152.

G. Adverse Weather Conditions:

1. Comply with ACI 305 or 306 for hot or cold weather concreting.

2. Do not mix salt, chemicals, or other foreign materials with the concrete to prevent freezing without approval of the ENGINEER. Maintain the temperature of concrete above 50 degrees F for 5 days after placement. When high early strength portland cement concrete is used, the temperature shall not be less than 70 degrees F for 2 days or 50 degrees F for 3 days. Transition the concrete to the outside temperature at a rate of 1 degree F each hour for the first 24 hours and 2 degrees F each hour thereafter.

3. In no case shall the temperature of concrete exceed 90 degrees F at the time of placement. If insulated forms are used, the temperature of the concrete mixture shall not exceed 80^{o}F at time of placement.

4. If the ENGINEER determines that heat of hydration may cause excessive concrete temperatures and subsequent detrimental effects, the concrete mixture shall not exceed 60^{o}F at time of placement for critical pours.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

A. Water: Water shall be clean and potable.

B. Cement: Portland cement shall be ASTM C150 Type I.

C. Pozzolon: Pozzolons shall conform to ASTM C618 and shall have a loss of ignition less than three percent.

D. Aggregate:

1. Fine and coarse aggregate shall be clean, hard, natural, or manufactured material conforming to ASTM C33.

2. The nominal maximum size of the aggregate shall not be larger than one-fifth of the narrowest dimension between forms, one-third of the depth of slabs, nor three-fourths of the minimum clear spacing between individual reinforcing bars or bundles of bars or pretensioning tendons. Coordinate with maximum aggregate

sizes specified hereafter for classes of concrete. These limitations may be waived if, in the judgement of the ENGINEER, workability and methods of consolidation are such that the concrete can be placed without honeycomb or void.

E. Admixtures:

1. Admixtures shall conform to ASTM C260 (air entrainment) or C494 (chemical admixtures) and shall be products of one of the following manufacturers, or equivalent.

(a) W. R. Grace and Co.
(b) Euclid Chemical Co.
(c) Master Builders Co.
(d) Sika Chemical Corp.

E. Admixtures:

1. Water-reducing densifying admixture added to concrete shall reduce the water-cement ratio while maintaining slump and compressive strength. Use as manufacturer recommends.
2. Other admixtures may be proposed by the Contractor or requested by the Engineer and shall be provided at no additional cost to the OWNER. Subject to approval, admixtures may be used for the following:

(a) To increase slump up to 50% while maintaining compressive strength and water-cement ratio.
(b) To retard set during hot weather.
(c) To retard set at the surface to expose aggregate.

F. Calcium chloride, admixtures containing calcium chloride, or admixtures not approved in writing by the Engineer are prohibited.

PART 3 EXECUTION

3.1 PREPARATIONS

A. Subgrade Preparation: The subgrade and/or bedding shall be compacted and free of frost. If placement is allowed at temperatures below freezing, provide temporary heat and protection as required to remove all frost. Saturate the subgrade approximately 8 hours before placement and sprinkle ahead of the placement of concrete in areas where vapor barrier is not used. Remove all standing water, ice, mud, and foreign matter before concrete is deposited. Mud slabs shall be provided where necessary to obtain a dry and stable working platform for placement of slabs.

3.2 DEPOSITING CONCRETE

A. General:

1. Concrete shall be placed in accordance with the requirements of ACI 318. Place concrete only during normal working hours unless the ENGINEER is notified at least 24 hours in advance. Concrete shall not be placed until the ENGINEER has approved the formwork, reinforcement, and embedded items and debris has been removed.

2. Whenever new concrete is to be placed against existing surfaces, roughen and clean the surface to improve bond and apply bonding compound in accordance with the manufacturer's recommendations.

3. Maximum height of free-fall during placement of concrete shall not exceed 4 feet. Where free-fall would exceed allowed maximum height, use "elephant trunks", tremies, chutes, belt conveyors or similar aids to place concrete.

B. Depositing Formed Concrete:

1. Except for beams, columns, or other deep structural monolithic members, place concrete in level layers no more than 24 inches deep. To prevent cold joints between layers, each successive layer shall be placed and consolidated before the preceding layer has taken its initial set. Place concrete in a continuous operation until the section is complete.

2. Concrete shall be directly placed in its final position, shall not be spaded, moved with vibrators, or permitted to fall over rods, spacers, reinforcement, or other embedded items. Any mortar coating which is more than two hours old shall be removed from items to be embedded. Hoppers with trunks, tremies, and/or other means of placement shall be used as necessary.

C. Treatment of Existing Surfaces

1. Previously cast/existing surfaces shall be coated with bonding compound.

D. Depositing Slabs and Flatwork

1. Provide runways and chutes to discharge concrete close to final position to minimize spreading and segregation.

2. Structural concrete slabs shall be of one course monolithic construction.

E. Consolidating Formed Concrete

1. Thoroughly compact all concrete with internal vibrators having a minimum frequency of 8000 vibrations per minute and sufficient amplitude and/or hand spading or rodding immediately after depositing, taking care to prevent any movement of the forms or reinforcement. Vibrate adjacent to waterstops and bulkheads to obtain a continuous bond and eliminate surface defects.

2. Vertically insert and withdraw vibrators to consolidate each lift, partially penetrating the previous lift. Do not drag the vibrator nor allow it to come in contact with reinforcement or formwork. Do not attempt to laterally move concrete with the vibrators.

3.3 FINISHING SLABS AND FLATWORK

F. Concrete Tolerances:

2. Concrete shall be within 1/4-inch of a 10-foot straightedge in all directions except where slabs are dished for drains. Deviations from the elevation indicated shall not exceed 1/4-inch.

3. Slabs sloped for drainage shall not have depressions which retain water.

C. Trowel Finish

1. Where scheduled, or indicated, trowel with steel trowels after floating.
2. Initial troweling shall be done either by power or by hand with the trowel blade kept as flat as possible against concrete surface to prevent washboard or chatter effect.

3. Second troweling may be done by power if three trowelings are scheduled. If two trowelings are specified, second troweling shall be done by hand.

4. Third troweling shall be done by hand and shall continue until the concrete is consolidated to a uniform, smooth, dense surface free of trowel marks and irregularities.

5. Allow sufficient time between successive trowelings to allow the concrete to become harder. Each successive troweling shall be done with trowels that are progressively smaller and are tipped more to increase compaction of the concrete surface.

D. Broom Finish: Broom at right angles to direction of traffic to give a non-skid finish. Use a fine, soft-bristled broom for pedestrian ramps and walks, and a coarse, hard-bristled broom for vehicular pavement.

E. Non-Slip Finish: Incorporate non-slip aggregate in the surface of flatwork in accordance with the manufacturer's directions and at a uniform rate of not less than 50 pounds per

100 square feet. Aggregate shall be applied immediately after floating the surface and embedded flush with the surface. The surface shall be given at least two trowelings.

F. Control Joints: Control joints for non-structural slabs shall consist of partial depth plastic strips set flush with finished surface or 1/8-inch wide joints cut with a diamond saw. Control joints shall be one- quarter to one-third the depth of the slab unless otherwise indicated.

G. Saw joints as soon as concrete has hardened sufficiently so aggregate will not be dislodged but before shrinkage stresses develop cracks.

3.4 PROTECTION AND CURING

A. General: Protection and curing shall be in accordance with the current IDOT Standard Specifications for Road and Bridge Construction and manufacturer's guidelines.

B. Flatwork

1. Immediately after finishing, begin curing by covering with constantly saturated moisture retaining fabrics, impervious sheeting, or membrane curing compounds. Surfaces shall be thoroughly wetted with a fine spray before they are covered with sheeting.

2. Sheeting shall provide complete surface coverage with all joints lapped at least 4 inches, and shall be placed and secured in a manner that will not mar or damage the concrete surface.

C. Membrane Curing Compounds:

1. Apply compound in accordance with manufacturer's recommendations. The application shall result in an uninterrupted adherent film free of defects.

3.5 DEFECTIVE CONCRETE

A. All concrete not formed as indicated on the Drawings within tolerances specified in ACI 347 shall be removed and replaced.

B. Concrete requiring structural repairs shall either be replaced or, with prior written approval of the ENGINEER regarding materials, methods and procedures, may be repaired with epoxy grout.

C. Concrete that has a defective surface shall be patched or replaced. If patching does not restore the quality and appearance of the surface, the defective concrete shall be replaced.

D. Temperature and shrinkage cracks which develop prior to final acceptance of the work shall be repaired. Contractor shall propose repair methods to be approved by ENGINEER.

3.6 FINISHING FORMED CONCRETE

A. Patching:

1. After inspection by the OWNER, patch tie holes and defective areas. Where necessary, chip out defective areas to a minimum depth of 1 inch. Wet the area to be patched and the surrounding 6 inches to prevent absorption of water from the patching mortar and/or apply a brush coat of bonding compound or cement grout immediately prior to patching with mortar.

2. Thoroughly compact patching mortar into place and screed, leaving the patch slightly higher than the surrounding surface. For holes passing entirely through the wall use a plunger grout gun to force the mortar through the wall, starting at the back face. Leave undisturbed for a period of one to two hours to permit initial shrinkage before final finishing. The patch shall be finished to match the texture and appearance of the adjoining surface.

3. If form ties are removed completely from wall, place rubber seal in center at wall and epoxy grout under pressure from both sides.

1. All patching shall be cured for three days and then inspected for shrinkage cracks. Excessive cracking shall warrant complete removal and replacement of the patch.

B. Ordinary Finish: The finish resulting directly from formwork shall be used for all surfaces which will be hidden from view by earth, submergence in water, or hidden by subsequent construction or coatings, except as otherwise indicated. Patch as specified.

C. Smooth Finish:

1. Unless otherwise indicated on the Drawings, smooth finish shall be provided for all interior and exterior cast-in-place concrete surfaces permanently exposed to view. Smooth finish shall be produced by using Grade A formwork and the following finish operations:

2. After patching as specified, grind joint marks and fins smooth using a fine carborundum or abrasive stone with clean water. Remove all oil stains by scrubbing the surface with stiff bristle brushes and a 5 to 10 percent muriatic acid solution. After the stains are removed, rinse the surface thoroughly with clean water.

D. Rubbed Finish:

1. Where specifically indicated on the Drawings, produce a rubbed finish on exterior and interior cast-in-place concrete surfaces permanently exposed to view. Do not provide rubbed finish where waterproofing coating is required.

2. Rubbed finish shall be produced by using Grade A formwork and the following

finishing operations. As soon as possible after casting and immediately after patching, wet surfaces and grind with a No. 16 carborundum stone or a mechanical finisher to produce a smooth dense surface free from stains, pits, fins, and irregularities. After grinding, dampen the concrete and paint the entire surface with cement grout. Vigorously work the cement grout into the surface with a cork float or other suitable float. When the grout has set to the point that it will not be pulled out of holes or depressions, the entire surface shall be finished with a sponge rubber float to remove all excess grout.

3. After thorough drying remove all loose grout by scrubbing the surface with a dry burlap or carpet float. Complete the entire rubbed finish for any one area the day it is started. The rubbing operation for any one area shall proceed continuously in an irregular patchwork fashion to eliminate linear horizontal or vertical overlaps.

4. After all rubbed areas are finished once, allow at least 24 hours for the grout to set and perform the rubbing operation, without grinding, a second time.

E. Silicone Water Repellent:

1. Silicone water repellent shall be provided on all permanently exposed concrete surfaces of water retaining structures and where indicated elsewhere. Do not provide silicone water repellent where waterproofing coating is required.

2. Clean all surfaces as required to remove all dirt or stains before applying the water repellent. Apply by spray at the rate of not less than 1 gallon per 125 square feet per coat and in accordance with the manufacturer's recommendations. Apply only to dry surfaces and at temperatures above 40 degrees F. Protect adjacent work from spatter by masking or other suitable methods. Immediately remove any misplaced material from glass and other work using cloths and the proper solvent.

3.7 MISCELLANEOUS CONCRETE WORK

A. Concrete Stairs and Steps: Use IDOT Class SI concrete or an approved equal. Provide non-slip nosings for treads and landings, as specified in Division 5. Remove the forms as soon as the concrete develops sufficient strength. Provide non-slip aggregate treads and landings and rubbed finish on exposed vertical surfaces.

3.8 CLEAN-UP

A. All concrete floor construction shall have the surfaces thoroughly scrubbed and cleaned with clear water. Cleaning shall be done immediately before application of finish flooring or coating. After cleaning, the slabs shall be protected until they are accepted for floor finishing work.

B. Clean all surfaces affected by the Concrete Work. No extraneous concrete or discoloration shall be left on any construction.

END OF SECTION

SECTION 05025

METAL MATERIALS, METHODS AND FASTENING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. The basic materials and methods required for the work of Division 5, Metals.

PART 2 PRODUCTS

2.1 STEEL

A. Steel shall comply with ASTM A36, or ASTM A572, or ASTM A992 as indicated on the drawings.
B. Square, rectangular, and round hollow structural shapes shall comply with ASTM A500 or A501

2.2 STAINLESS STEEL

A. Stainless steel shall comply with ASTM A167, type 316.

2.3 ALUMINUM

A. Aluminum for structural and rolled shapes shall be Aluminum Association alloy 6061-T6.

B. Aluminum for extruded shapes shall be Aluminum Association alloy 6063-T6.

C. Aluminum for pipe shall be Aluminum Association alloy 6063-T6.

D. Aluminum for castings shall be Aluminum Association alloy F-514, or equivalent.

2.4 CAST IRON

A. Gray iron for castings shall comply with ASTM A48, Class 30 or equal.

B. Malleable iron castings shall be made of high grade white iron, fully annealed, of uniform ductile strength and shall comply with ASTM A197.

2.5 BOLTS

A. High strength bolts shall comply with ASTM A325.

B. Anchor bolts and connection bolts for steel assemblies and steel to concrete connections shall comply with ASTM F1554, or ASTM A307 or ASTM A36.

C. Anchor bolts and connection bolts for aluminum shall be stainless steel.

D. Anchor bolts shall be HILTI KWIK Bolt II for connections to concrete and shall be HILTI stainless steel sleeve anchors for connections to hollow core masonry or equivalent or as called for on the drawings.

2.6 WELDING ELECTRODES

A. Filler metal for welding shall comply with AWS D1.1, Structural Welding Code.

2.7 GROUT

A. Grout for bedding and grouting structural steel shall be non-shrink grout as specified in Section 03300.

2.8 FABRICATION

A. Fabricate all metal parts to comply with the design indicated on the Drawings. Make field measurements and prepare templates as required to ensure proper fit. Assemblies shall be fitted together in the shop and delivered to the site complete and ready for installation.

B. Form metal shapes with sharp lines and angles, and finish with smooth surfaces. Shearings and punchings shall be clean and true. In general, holes for bolts shall be drilled or reamed 1/16-inch larger than the diameter of the bolt. Holes for anchor bolts shall be 1-1/3 times the anchor bolt diameter.

C. Metal thicknesses, assembly details, and supports shall provide ample strength and stiffness. Joints shall be designed to prevent trapping of moisture.

D. Shop Coatings: Prepare and shop prime ferrous metal in compliance with Section 09900. Do not shop prime stainless steel, aluminum, galvanized or plated metals, bronze, or machined bearing surfaces.

E. Anchors, sleeves, and metal parts built into masonry shall be stainless steel. Anchors, sleeves, and metal parts built into concrete shall be stainless steel when submerged or in contact with aluminum or equipment; otherwise they shall be galvanized or coated with a bituminous paint.

F. Castings for exterior exposure shall be cleaned and coated with coal- tar-pitch varnish.

G. Hot-dip galvanizing for products fabricated from steel shapes, plates, bars, and strips shall comply with ASTM A123. Hot-dip galvanizing for assembled steel products shall comply with ASTM A386. Except for bolts and nuts for field assembly, galvanize all subassemblies immediately after fabrication. Hardware shall be galvanized in compliance with ASTM A153.

H. Aluminum in direct contact with dissimilar metals, concrete, or masonry shall be coated with a heavy-bodied bituminous paint or covered with non-absorptive insulating tape or gasket.

I. Fasteners and Connections: Provide fastening devices as required and in compliance with the Drawings and shop drawings. Provide welded shop connections or concealed fastenings wherever practicable.

J. Power-driven fasteners shall be of the types and sizes recommended by the manufacturer for the particular application. Power-driven fasteners that will be exposed to view shall be set through a steel finishing disc. When set in concrete or masonry, the minimum penetration of power-driven fasteners shall be six times the diameter of the shank.

K. Structural joints made using high strength bolts, hardened washers, and nuts tightened to a high bolt tension shall comply with the "Specification for Structural Joints Using ASTM A325 or A490 Bolts", issued by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation.

L. Welded joints shall comply with AWS D1.1, "Structural Welding Code", and AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings". All welds shall be made by operators who have been previously qualified as prescribed by AWS B3.0, Welding Procedure and Performance Qualification. All welds exposed to view shall be dressed smooth.

M. Anchor holes in concrete or masonry for grouted bolts shall be a minimum of 1-1/2 times the bolt shank diameter. Anchor holes in concrete and masonry for expansion type anchor bolts shall comply with the bolt manufacturer's recommendations.

N. Screw heads shall be countersunk. Bolt threads shall be nicked to prevent nut loosening.

2.9 TEMPLATES, LEVELING PLATES, AND APPURTENANCES

A. Provide all templates, leveling plates, and appurtenances required for the installation of metal work.

END OF SECTION

SECTION 05500

METAL FABRICATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Pipe railings.

1.2 SUBMITTALS

A. Shop Drawings: Submit checked shop drawings in accordance with Section 01340. Shop drawings shall indicate profiles, sizes, gauges, connection attachments, reinforcing and anchorage. Include erection drawings, elevations, and details where applicable.

B. Indicate welded connections using standard AWS welding symbols. Indicate net weld lengths.

C. Samples: Submit two, 2 inch long samples of piperail.

PART 2 PRODUCTS

2.1 MATERIALS

A. Pipe: ASTM A53, or Aluminum, 6063 alloy, welded and seamless type joints anodized finish, Schedule 40. All pipe railings are aluminum unless noted otherwise on drawings.

B. Handrail Fittings: See drawings.

C. Provide welding rods that are compatible with anodizing.

2.2 FABRICATION - GENERAL

A. Fit and shop assemble items in largest practical sections, for delivery to site.

B. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

2.3 MANUALLY CLEANED BAR SCREEN

A. An aluminum manually cleaned bar screen and necessary connectors will be provided and installed in the influent channel to the grit chambers as shown on the Drawings. The screen shall have 1 ½" openings. Verify screen dimensions and angle before ordering.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Verify that field conditions are acceptable and are ready to receive work.

B. Supply items required to be cast into concrete with setting templates, to appropriate sections.

3.2 INSTALLATION

A. Install items plumb and level, accurately fitted, free from distortion or defects.

B. Allow for erection loads and provide temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

C. Field weld components as needed. Perform field welding in accordance with AWS.

D. In the event of discrepancy notify Engineer prior to site cutting.

END OF SECTION

ATTACHMENT C

LIST OF DRAWINGS

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CITY OF HIGHLAND PARK
FIRST STREET
PARKING GARAGE REPAIRS

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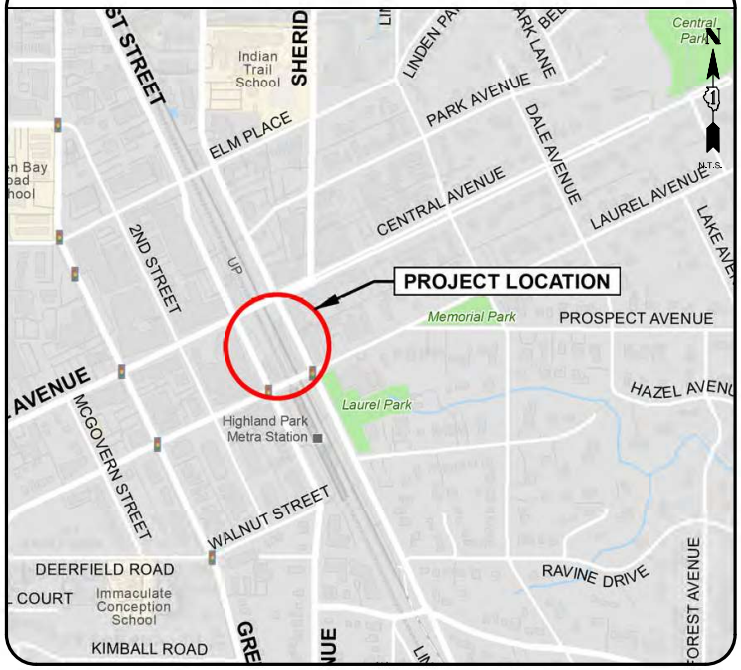
SHEET 8 - TOP DECK REPAIR DETAILS

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SHEET 11 - SPECIFICATIONS

LOCATION / VICINITY MAP



CITY STAFF

MAYOR

NANCY R. ROTERING

CITY COUNCIL

ANTHONY E. BLUMBERG
ANNETTE LIDAWER
BARISA MECKLER BRUCKMAN
YUMI ROSS
JON CENTER
ANDRES TAPIA

CITY MANAGER

GHIDA S. NEUKIRCH

LOCATION

CALL JULIE 811
WITH THE FOLLOWING:
COUNTY _____
CITY/TOWNSHIP _____
48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN., & HOLIDAYS

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION/DIRECTION AND MEANS/METHODS OF CONSTRUCTION

STATE OF ILLINOIS MAJID MOBASSERI 081-005058 LICENSED STRUCTURAL ENGINEER

MAJID MOBASSERI
ILLINOIS REGISTRATION No. 081-005058
STRUCTURAL ENGINEER
EXPIRATION DATE: 11/30/26

CLIENT :

CITY OF HIGHLANDPARK
1707 St Johns Avenue
Highland Park, Illinois 60035

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

PROFESSIONAL DESIGN FIRM NO. 184-001175-0014
EXPIRATION DATE: 04/30/27

FILE NAME: N:\HIGHLANDPARK\250279\Struct\01-250279-Cover.sht

4/3/2026 lhescott

GENERAL NOTES

THE FOLLOWING NOTES SHALL APPLY UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS:

1. DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF HIGHLAND PARK BUILDING CODE.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO COMMENCING WORK. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES WHICH MAY EXIST.
3. MATERIAL TESTS SHALL BE MADE AS SPECIFIED. CONCRETE TEST CYLINDERS SHALL BE MADE FOR ALL CONCRETE. TEST RESULTS SHALL BE DETERMINED BY THE TESTING LABORATORY.
4. DETAILS, SECTIONS AND NOTES SHOWN ON THIS DRAWING ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE, UNLESS OTHERWISE SHOWN.
5. CONTRACTOR SHALL FURNISH ALL NECESSARY BRACING REQUIRED TO PROPERLY PERFORM THE REPAIRS. ALL BRACING TO BE DESIGNED AND SEALED BY A LICENSED STRUCTURAL ENGINEER IN THE STATE OF ILLINOIS. SUBMIT BRACING / SHORING DRAWINGS AND CALCULATIONS TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO PROCEEDING.
6. DO NOT SCALE DRAWINGS.

MATERIALS:

1. CONCRETE:
   - A. CONCRETE STRENGTHS AT 28 DAYS SHALL BE AS FOLLOWS:
     - CAST IN PLACE CONCRETE F'c = 4000 PSI MINIMUM
     - CAST IN PLACE CONCRETE ON PRECAST MEMBERS F'c = 5000 PSI MINIMUM
   - B. AIR ENTRAINMENT SHALL BE USED IN ALL CONCRETE.
   - C. CONCRETE MIX DESIGNS SHALL BE PREPARED BY AN APPROVED TESTING LABORATORY. MIX DESIGNS SHALL BE SUBMITTED TO THE ENGINEER FOR
   - D. FINE AND COARSE AGGREGATES SHALL BE STONE AGGREGATES CONFORMING TO ASTM C33.
   - E. PORTLAND CEMENT SHALL BE TYPE IL CONFORMING TO ASTM C150.
   - F. THE WATER-CEMENT RATIO FOR BEAMS AND SLABS SHALL NOT EXCEED 0.40. SUPERPLASTICIZERS MAY BE USED.
2. REINFORCEMENT:
   - A. REINFORCING STEEL SHALL CONFORM TO ASTM 615 (60,000 PSI YIELD) FOR BEAMS, SLABS AND WALLS.
   - B. WELDED WIRE FABRIC USED FOR SLAB ON GRADE CONSTRUCTION SHAL CONFORM TO ASTM A884 FOR WELDED WIRE EPOXY COATED.

REINFORCED CONCRETE NOTES:

1. REINFORCED CONCRETE WORK SHALL BE IN ACCORDANCE WITH "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", LATEST ACI 318.
2. CONCRETE SHALL NOT BE DROPPED THROUGH REINFORCING STEEL (AS IN WALLS) SO AS TO CAUSE SEGREGATION OF AGGREGATES. IN SUCH CASES, HOPPERS OR VERTICAL CHUTES OR TRUNKS SHALL BE USED. CHUTES OR TRUNKS SHALL BE OF VARIABLE LENGTHS SO THAT THE FREE UNCONFINED FALL OF CONCRETE SHALL NOT EXCEED FOUR (4) FEET AND A SUFFICIENT NUMBER OF CHUTES OR TRUNKS SHALL BE USED TO INSURE THAT THE CONCRETE IS KEPT LEVEL AT ALL TIMES.
3. ALL DIMENSIONS SHOWN FOR LOCATIONS OF REINFORCING ARE TO BE TAKEN FROM THE FACE OF MAIN BARS AND DENOTE CLEAR MIN. COVERAGE, FOR BEAMS AND TIED COLUMNS, DIMENSIONS ARE TO MAIN BARS, UNLESS SPECIFICALLY NOTED, CONCRETE COVERAGES TO REINFORCING STEEL (NOT PRESTRESSING STEEL) SHALL BE AS FOLLOWS:
   - a. 3" WHERE CONCRETE IS DEPOSITED DIRECTLY AGAINST GROUND (EXCEPT GRADE SLABS).
   - b. 2" WHERE CONCRETE IS EXPOSED TO GROUND, BUT PLACED IN FORMS.
   - c. 2" TO MAIN BARS OF TIED COLUMNS.
   - d. 1- 1/2" TO WALL BARS, UNLESS NOTED OTHERWISE.
   - e. 1" TO BOTTOM BARS AND 2" TO TOP BARS IN SLABS IN FORMS.
   - f. 2" TO BARS IN SLABS ON GRADE.
   - g. 2" TO MAIN BARS OF BEAMS.

LAP SPLICE SCHEDULE	
BAR SIZE	CLASS "B" SPLICE
#4	33
#5	41
#6	48
#7	70
#8	81

CONCRETE REMOVAL AND SURFACE PREPARATION:

1. PROVIDE TEMPORARY ILLUMINATED BARRICADES TO PROTECT THE PERSONNEL AS REQUIRED TO ALLOW DAILY OPERATIONS TO CONTINUE THROUGHOUT THE AREAS ADJACENT TO THE CONSTRUCTION ZONE.
2. THE CONTRACTOR SHALL INSTALL TEMPORARY SHORING AS NEEDED TO SUPPORT THE STRUCTURE DURING CONSTRUCTION. PREVENT MOVEMENT OR SETTLEMENT OF STRUCTURE AND STRUCTURAL COMPONENTS. CONTRCTOR SHAL BE RESPONSIBLE/LIABLE FOR ANY MOVEMENT, SETTLEMENT, DAMAGE OR INJURY.
3. TRAFFIC: CONDUCT CONCRETE REMOVAL OPERATIONS AND DEBRIS REMOVAL TO ENSURE MINIMUM INTERFERENCE WITH ROADS, AISLES AND WALKWAYS. DO NOT CLOSE, BLOCK, OR OTHERWISE OBSTRUCT DRIVING AISLES AND WALKS. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS IF REQUIRED. PROVIDE ALL NECESSARY SIGNING, BARRICADES AND IF NECESSARY, FLAGMAN TO PROTECT BOTH PEDESTRIANS AND THE VEHICULAR TRAFFIC FROM ANY DAMAGE OR INJURY THAT MAY BE CAUSED BY CONSTRUCTION ACTIVITIES.
4. THE EXACT EXTENT OF REMOVAL TO BE PERFORMED MAY NOT BE FULLY INDICATED ON THE DRAWINGS. THE CONTRACTOR, UNDER THE DIRECTION OF THE ENGINEER, SHALL DETERMINE THE NATURE AND EXTENT OF REMOVAL THAT WILL BE NECESSARY BY COMPARING THE DRAWINGS WITH THE EXISTING CONDITIONS AS THEY STAND. IT IS EXPRESSLY UNDERSTOOD THAT THIS CONTRACT INCLUDES ALL WORK THAT MAY BE REQUIRED OR NECESSARY FOR THE COMPLETE EXECUTION OF NECESSARY REMOVAL AND ALTERNATIONS, PARTICULARLY REFERRED TO HEREIN OR NOT.
5. SUPPORT, PROTECT AND MAINTAIN EXISTING UTILITIES SHOULD THEY INTERFERE WITH CONCRETE REPAIR AND REMOVAL OPERATIONS.
6. PROVIDE TEMPORARY REROUTING AND CONNECTIONS TO KEEP UTILITIES IN OPERATION.
7. CHIPPING HAMMERS OF NOMINAL 15 LB. CLASS OR LESS FOR REMOVAL OF CONCRETE FROM BENEATH REINFORCING BARS OR WELDED WIRE FABRIC SHALL BE USED.
8. AREAS OF CONCRETE TO BE REMOVED SHALL BE CLEARLY MARKED BY THE CONTRACTOR PRIOR TO STARTING REMOVAL. A SAW CUT, TO THE DEPTH INDICATED ON THE PLANS SHALL BE MADE BY THE CONTRACTOR AT THE LOCATIONS APPROVED.
9. AREAS TO BE REMOVED SHALL BE AS STRAIGHT AND RECTANGULAR AS PRACTICAL.
10. ALL LOOSE, UNSOUND AND DETERIORATED CONCRETE SHALL BE REMOVED. AT EDGE OF AREA TO BE PATCHED, AND AT INTERIOR OF PATCH, REMOVE EXISTING CONCRETE TO PROVIDE AN EDGE OF AT LEAST 1 /2 " DEEP OR AS INDICATED ON THE DRAWINGS OR AS RECOMMENDED BY MANUFACTURER.
11. NEWLY EXPOSED SOUND CONCRETE SURFACES AND REINFORCING BARS, WHEN EXPOSED, SHALL BE THOROUGHLY CLEANED BY SANDBLASTING TO REMOVE ALL RUST AND LOOSENED CONCRETE. AIR USED IN BLASTING SHALL BE OIL FREE.
12. SANDBLAST AREAS OF EXISTING REINFORCEMENT TO A NEAR WHITE FINISH. EXISTING REINFORCEMENT TO REMAIN SHALL HAVE CORNER REMOVED AT ENDS OF BARS AT A MINIMUM DISTANCE OF THREE INCHES INTO SOUND CONCRETE. IF OVER ONE-HALF THE CROSS SECTION OF A BAR TO REMAIN IS EXPOSED TO VIEW, EXISTING CONCRETE, WHERE SOUND OR UNSOUND, SHALL BE REMOVED TO PROVIDE ¾" MINIMUM CLEARANCE AROUND THE BAR. APPLY ZINC-RICH EPOXY PRIMER IN ACCORDANCE WITH MANUFACTURER ' S RECOMMENDATIONS.
13. SUPPLEMENTAL EPOXY COATED REINFORCING BARS SHALL BE ADDED WHERE ORIGINAL BARS ARE DAMAGED OR HAVE LOST 25% OF THE CROSS-SECTION DUE TO CORROSION. AS PART OF THE BID DOCUMENTS, INCLUDE 100 POUNDS OF SUPPLEMENTAL REINFORCEMENT SHOULD IT BE REQUIRED.

PARKING STRUCTURE REPAIR WORK PROGRAM:

1. THIS WORK CONSISTS OF COORDINATING, SCHEDULING, OBTAINING AND ASSEMBLING AT THE CONSTRUCTION SITE ALL EQUIPMENT, MATERIALS, PERMITS, SUPPLIES, MANPOWER AND OTHER ESSENTIALS AND INCIDENTALS NECESSARY TO PERFORM THE WORK DEFINED HEREIN. WORK SHALL BE PER INTERNATIONAL CONCRETE REPAIR INSTITUTE GUIDE FOR SELECTING APPLICATION METHODS FOR THE REPAIR OF CONCRETE SURFACES, AND AS NOTED IN THE PROJECT SPECIFICATIONS AND BELOW
2. FOR CONCRETE REPAIRS, OVERHEAD CONCRETE REPAIRS AND HORIZONTAL CONCRETE SURFACE REPAIRS, THE CONTRACTOR SHALL FURNISH ALL LABOR, EQUIPMENT, MATERIALS, SUPERVISION AND INCIDENTALS NECESSARY TO LOCATE EXISTING SPALLS; LOCATE AND REMOVE DELAMINATED SOUND AND UNSOUND CONCRETE AND PREPARE AREAS FOR REPAIR.
   - a. AREAS OF UNSOUND CONCRETE WILL BE DETERMINED AND MARKED BY THE CONTRACTOR. THE ENGINEER WILL APPROVE ALL DESIGNATED LOCATIONS PRIOR TO COMMENCEMENT OF WORK.
   - b. SHALLOW SAW-CUT PERIMETER OF APPROVED AREA AS INDICATED IN DRAWINGS. REMOVE ALL UNSOUND CONCRETE TO SOUND SURFACES.
   - c. CLEAN ALL EXPOSED SURFACES OF SOUND CONCRETE AND ALL EXPOSED REINFORCING BY SANDBLASTING AND THEN AIR BLASTING.
   - d. COAT ALL EXPOSED REINFORCING BARS WITH PROTECTIVE COATING WITH SIKAGARD P8100 AP, MANUFACTURED BY SIKA CORPORATION. SEGMENTS OF EXISTING BARS WHICH ARE PARTIALLY OR FULLY EXPOSED IN THE CONCRETE REMOVAL OPERATIONS SHALL RECEIVE ANTI-CORROSION COATINGS WHICH FULLY COVER THE BAR WITH NO PIN HOLES.
4. SEALANT AND WATERPROOFING
   - a. SURFACES TO RECEIVE THE WATERPROOFING SEALER SHALL BE PREPARED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
   - b. SEALER SHALL BE APPLIED BY A PRESSURE SPRAY UNLESS NOTED OTHERWISE.
   - c. THE SEALER SHALL BE APPLIED ONLY ON THE TOP FLOOR AFTER SLAB, JOINT, AND STRUCTURAL REPAIRS WERE MADE.

PRODUCT SELECTION:

1. REPAIR PRODUCTS SHALL BE USED FOR THE REPAIR OF THE PARKING GARAGE AS PROVIDED ON SHEETS S-10 ANS S-11.
2. THE PRODUCTS SHALL BE INSTALLED VIA THE MANUFACTURER'S RECOMMENDATIONS.
3. EQUIVALENT PRODUCTS MAY BE USED BUT REQUIRE APPROVAL OF THE PRODUCT BY THE ENGINEER OF RECORD PRIOR TO USAGE.

SHOP DRAWING NOTES:

1. SHOP DRAWINGS, UNLESS OTHERWISE NOTED, SHALL BE SUBMITTED FOR REVIEW PRIOR TO FABRICATION IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
2. PRIOR TO SUBMITTAL, THE CONTRACTOR SHALL REVIEW THE SHOP DRAWINGS AND MAKE ANY CORRECTIONS REQUIRED. THE CONTRACTOR SHALL STAMP AND SIGN THE DRAWINGS, INDICATING THAT THEY HAVE REVIEWED THEM, PRIOR TO SUBMITTAL TO ENGINEER.
3. SHOP DRAWINGS SHALL BE FURNISHED FOR ALL STRUCTURAL COMPONENTS.
4. STRUCTURAL DRAWINGS ARE THE SOLE PROPERTY OF STRUCTURAL ENGINEER. REPRODUCTION OF STRUCTURAL DRAWINGS FOR USE IN SHOP DRAWING SUBMITTALS IS NOT ACCEPTABLE WITHOUT OUR WRITTEN AGREEMENT.
5. SCHEDULE SHALL ALLOW A MINIMUM OF 2 WEEKS FROM RECEIPT OF SHOP DRAWINGS FOR STRUCTURAL ENGINEER TO PROVIDE RESPONSE.

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CLIENT:
CITY OF HIGHLAND PARK
1707 St Johns Avenue
Highland Park, Illinois 60035

NO.	DATE	NATURE OF REVISION	CHKD.

DSGN.	CPF/JMB
DWN.	WS
CHKD.	MM
SCALE:	2'
PLOT DATE:	4/3/2026
CAD USER:	jbarnett
MODEL:	Default

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TITLE:
CITY OF HIGHLAND PARK
FIRST ST. PARKING GARAGE REPAIR
GENERAL NOTES

PROJ. NO.	250279
DATE:	4/3/2026
SHEET	2 OF 11
DRAWING NO.	S-2



SCOPE OF WORK

1.) Removal and replacement of all joint sealants between beams and around perimeter of garage.
2.) Clean, inspect, and repair shear connectors. Installation of supplemental connectors.
3.) Remove and replace expansion joint.
4.) Full depth crack repairs and epoxy injection of longitudinal cracks.
5.) Repair damaged concrete including corbels, columns, and double tee beams.
6.) Install deck coating system across top floor surface.
7.) Remove and replace corncrete stair treads, clean and protect existing steel stairway as needed.
8.) Replace damaged railing at locations to be determined by the Engineer.
9.) Remove and replace driveway apron and install new clearance bar.

BILL OF MATERIALS

Item	Description	Quantity	Unit
1	Removal of Existing Joint Sealants Along Perimeter and Between Beams	2600	Foot
2	Clean, Inspect, and Repair/Replace Shear Connectors	250	Each
3	Install Supplemental Connectors (V2 T-Biscuits)	125	Each
4	Remove and Replace of Expansion Joint System	1	L. Sum
5	Reseal All Joints Along Perimeter and Between Beams	2600	Foot
6	Epoxy Injection of Longitudinal Cracks in Tops of Double T-Beams	1200	Foot
7	Full Depth Crack Repairs (Carbon Fiber Reinforced Polymer Rods and Epoxy Injection)	250	Foot
8	Deck Coating System	21,000	Sq. Ft.
9	Corbel Repairs	14	Each
10	Supplemental Corbel Repairs	14	Each
11	Railing Repairs/Replacement (Various Locations)	100	Foot
12	Stairwell Repairs (Concrete Replacement in Metal Pan Treads, Sandblast and Protective Coating on Steel)	1	L. Sum
13	Structural Repair of Concrete - Column & Top of Deck Repairs	100	Sq. Ft.
14	Structural Repair of Concrete - Underside of Prestressed Beams	150	Sq. Ft.
15	Remove and Replace Driveway Apron	1	L. Sum
16	Pavement Restriping	1	L. Sum
17	Lower Entrance Clearance Bar	1	L. Sum
18	Items Ordered by the Engineer	50,000	Unit

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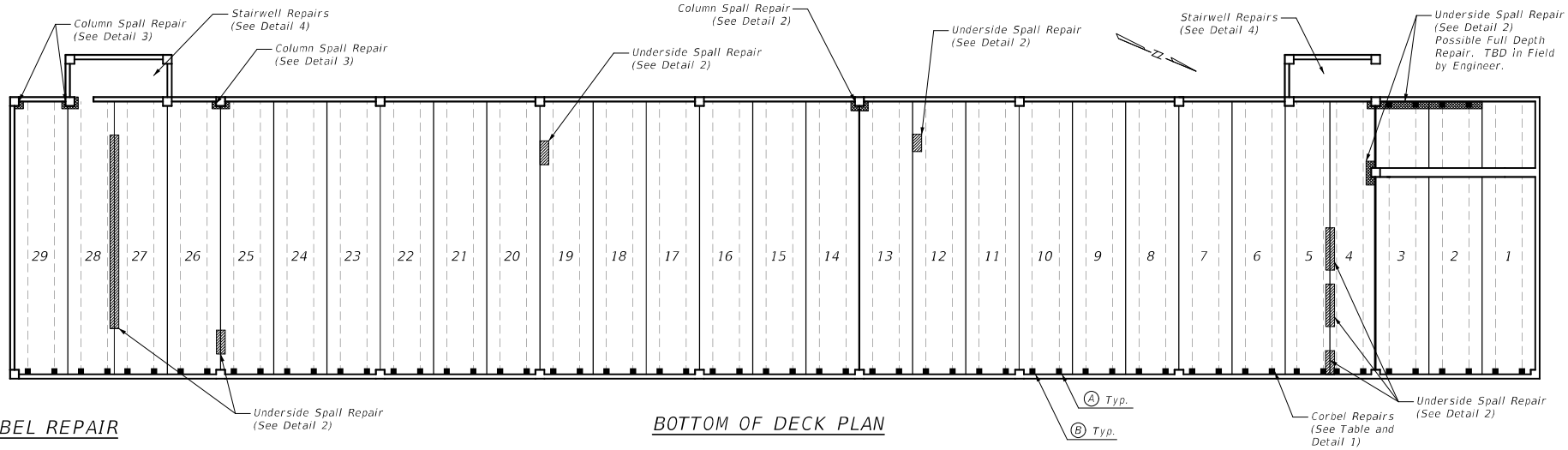
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CHKD.	MM
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PLOT DATE:	4/3/2026
CAD USER:	jbarnett
MODEL:	Default

TITLE:
CITY OF HIGHLAND PARK
FIRST ST. PARKING GARAGE REPAIR
PLAN AND SCOPE OF WORK

PROJ. NO.	250279
DATE:	4/3/2026
SHEET	3 OF 11
DRAWING NO.	S-3



BOTTOM OF DECK PLAN

CORBEL REPAIR

BEAM	A	B
1	MODERATE	MODERATE
2	MODERATE	MODERATE
3	MODERATE	MODERATE
4	MODERATE	MODERATE
5	MODERATE	MODERATE
6	POOR	MODERATE
7	MODERATE	MODERATE
8	GOOD	GOOD
9	GOOD	GOOD
10	MODERATE	MODERATE
11	MODERATE	MODERATE
12	MODERATE	GOOD
13	MODERATE	GOOD
14	MODERATE	POOR
15	POOR	GOOD
16	GOOD	MODERATE
17	GOOD	GOOD
18	GOOD	MODERATE
19	GOOD	MODERATE
20	MODERATE	MODERATE
21	MODERATE	POOR
22	GOOD	GOOD
23	POOR	POOR
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26	POOR	POOR
27	POOR	MODERATE
28	GOOD	POOR
29	MODERATE	MODERATE

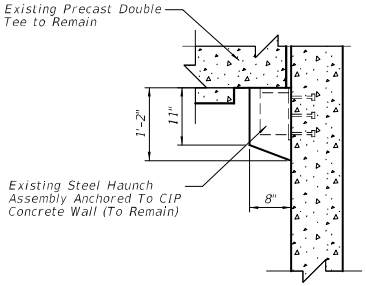
LEGEND

A - NORTHEAST CORBEL

B - SOUTHEAST CORBEL

Note:

1. Corbels idetified as poor condition are to be repaired.
2. Corbels idetified in moderate condition shall be sounded to determine if any supplemental corbel repairs are needed.



DETAIL 1 - REPAIR OF COLUMN BRACKET SUPPORTING THE GIRDERS

1. Contractor shall sound all corbels.
2. Provide shoring system to support the girder. This shoring system shall be continuous all the way to the ground surface.
3. Jack up the main girder to unload the corbel.
4. Remove the unsound concrete of the existing corbel.
5. Evaluate the existing steel bracket and welds.
6. Remove the temporary support after concrete has reached 90% of its f'c.
7. Sand blast or clean the existing steel brackets reinforcement and apply zinc-rich epoxy primer on existing bracket and reinforcement.
8. Provide forming and pour SikaEmaco 440 or an approved equal..



PHOTO - CORBEL IN POOR CONDITION

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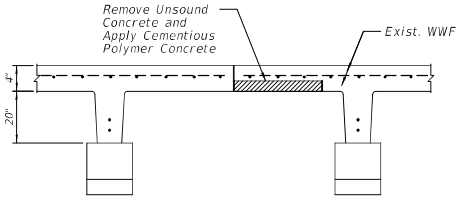
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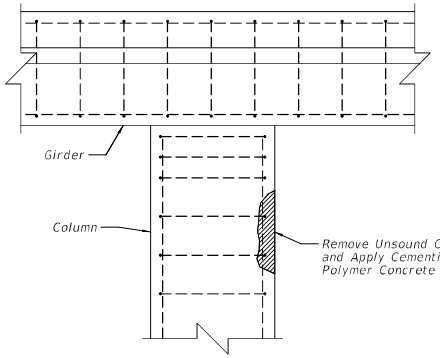
TITLE:
CITY OF HIGHLAND PARK
FIRST ST. PARKING GARAGE REPAIR
LOWER LEVEL PLAN & REPAIR DETAILS

PROJ. NO.	250279
DATE:	4/3/2026
SHEET	4 OF 11
DRAWING NO.	S-4



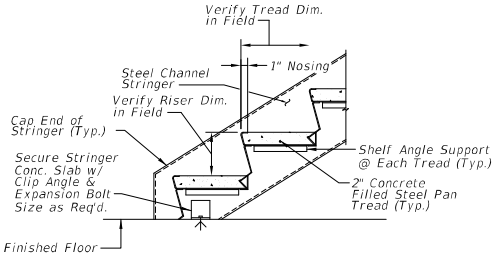
DETAIL 2 – T BEAM
REPAIR AT UNDERSIDE OF BEAM

1. Saw cut 1/2" the limits of unsound concrete of the PPC beam and remove it.
2. Reinforcement with 50% or more exposed shall be undercut to a depth of 3/4".
3. Add supplemental reinforcement as required for bars that have been cut/damaged or have lost >25% of their cross sectional area. Mechanical splicers shall be installed if necessary.
4. Sand blast or clean existing reinforcement/mesh. Straighten and incorporate existing WWF mesh into new concrete.
5. Apply protective coating to existing reinforcement.
6. Provide forming and add supplemental reinforcement, as required.
7. Pour with Sika Quick VOH or material approved by Engineer. For full depth repairs, use SikaEmaco 1061 EX or an approved equal.



DETAIL 3 – CONCRETE REPAIRS ALONG COLUMNS

1. Saw cut 1/2" the limits of unsound concrete of the PPC beam and remove it.
2. Reinforcement with 50% or more exposed shall be undercut to a depth of 3/4".
3. Add supplemental reinforcement as required for bars that have been cut/damaged or have lost >25% of their cross sectional area. Mechanical splicers shall be installed if necessary.
4. Sand blast or clean existing reinforcement/mesh. Straighten and incorporate existing WWF mesh into new concrete.
5. Apply protective coating to existing reinforcement.
6. Provide forming and add supplemental reinforcement, as required.
7. Pour with Sika Quick VOH or material approved by Engineer.



DETAIL 4 – CONCRETE STAIR DETAIL

1. Removal of existing damaged concrete from steel pans.
2. Sandblast and clean steel memebers of staircase.
3. Repair any members with section loss as directed by the Engineer.
4. Pour replacement concrete treads.
5. Add protective coating to concrete and paint/coat steel as necessary.

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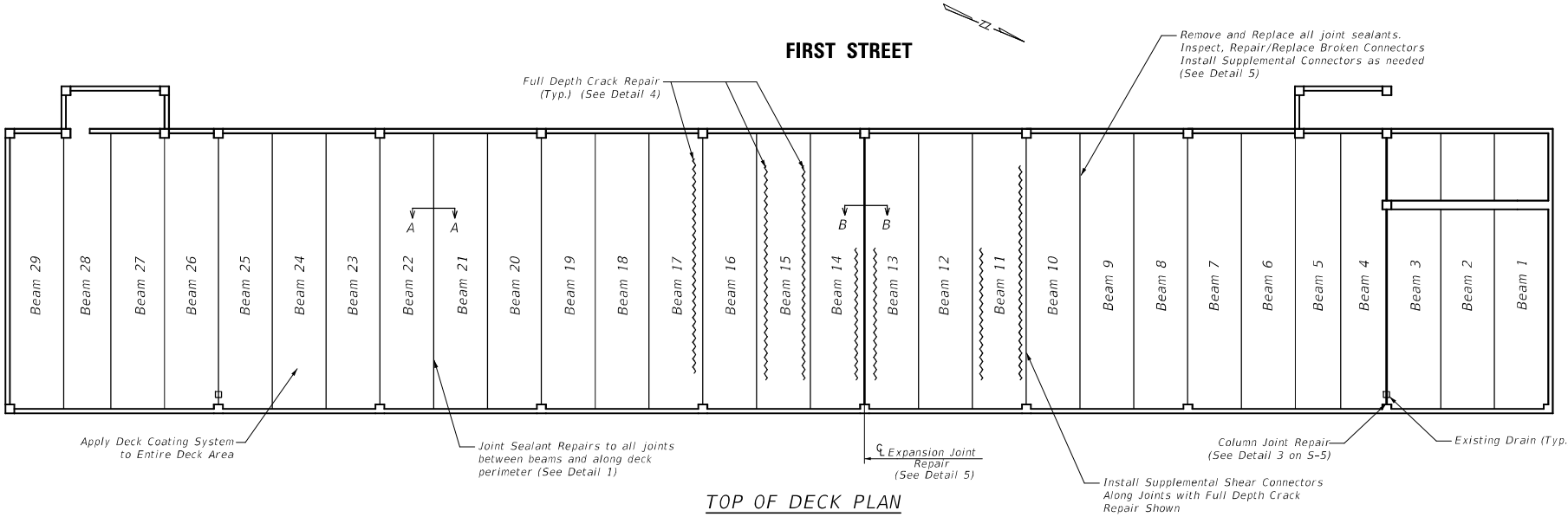
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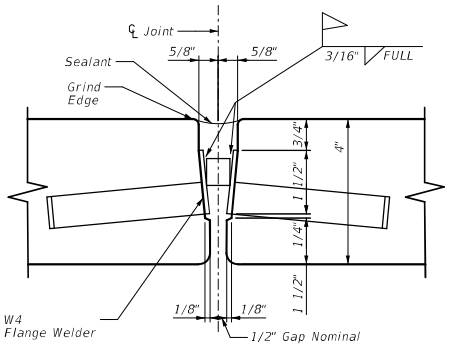
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TITLE:
CITY OF HIGHLAND PARK
FIRST ST. PARKING GARAGE REPAIR
LOWER LEVEL REPAIR DETAILS

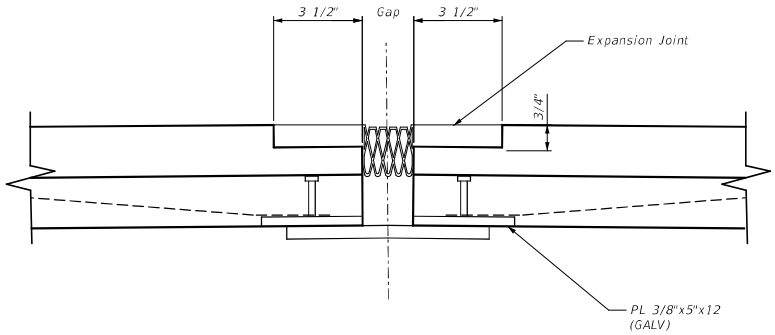
PROJ. NO.	250279
DATE:	4/3/2026
SHEET 5	OF 11
DRAWING NO.	S-5



TOP OF DECK PLAN



SECTION A-A EXISTING JOINT PLATE DETAIL



SECTION B-B EXISTING EXPANSION JOINT DETAIL

Note: Existing shear connectors to be inspected and repaired as directed by the Engineer. Place supplemental shear connectors at locations determined by the Engineer.

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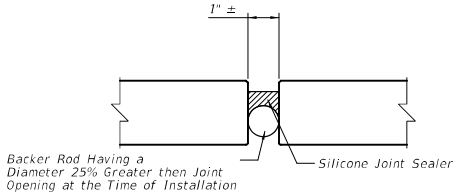
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CHKD.	MM
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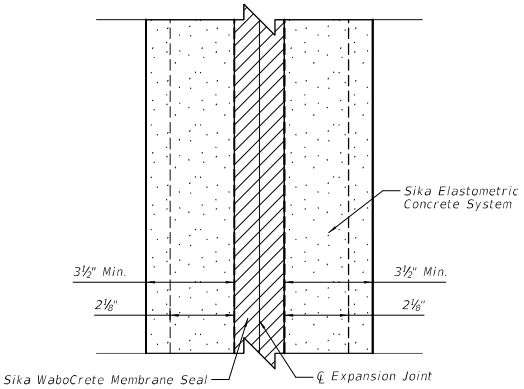
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CITY OF HIGHLAND PARK
FIRST ST. PARKING GARAGE REPAIR
TOP DECK PLAN AND REPAIR DETAILS

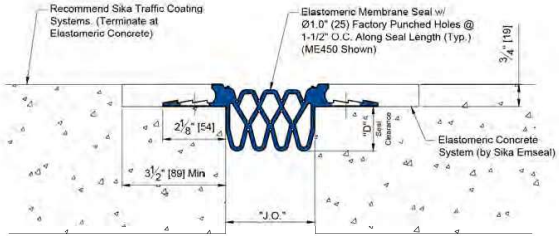
PROJ. NO.	250279
DATE:	4/3/2026
SHEET	6 OF 11
DRAWING NO.	S-6



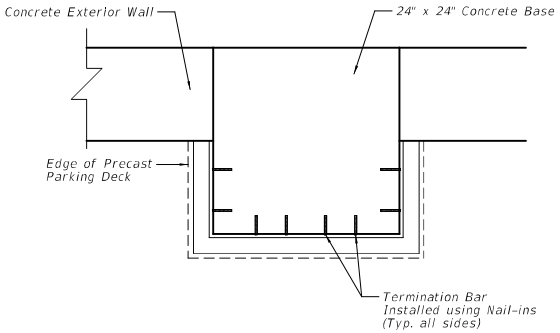
DETAIL 1 - JOINT SEAL REPLACEMENT

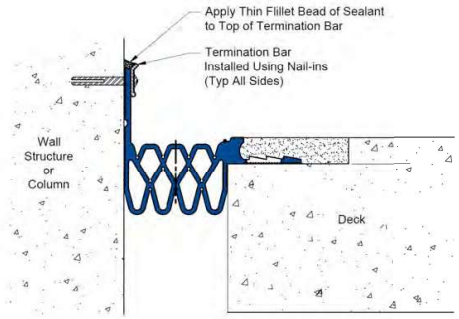
1. Grind each side of joint and remove debris and unsound concrete.
2. Prime with Silastic P429 Primer.
3. Insert closed cell backer rod to insure 2:1 width to depth ratio.
4. Bond break (backer rod or bond breaker tape) top pf weld plates to prevent 3-sided adhesion.
5. Install polyurethane sealant. Strike flush for application of traffic membrane over top.





DETAIL 2 - REPAIR AT EXPANSION JOINT





DETAIL 3 - JOINT REPAIR AROUND COLUMN

1. Remove all debris from the joint between column and flanges of Double T-Beam
2. Saw cut the edge of flange ¾" deep and 3½" all around column.
3. Sand blast and remove all debris and loose concrete.
4. Apply Wabo Bonding Agent to the top of flange and face of column per Sika instruction.

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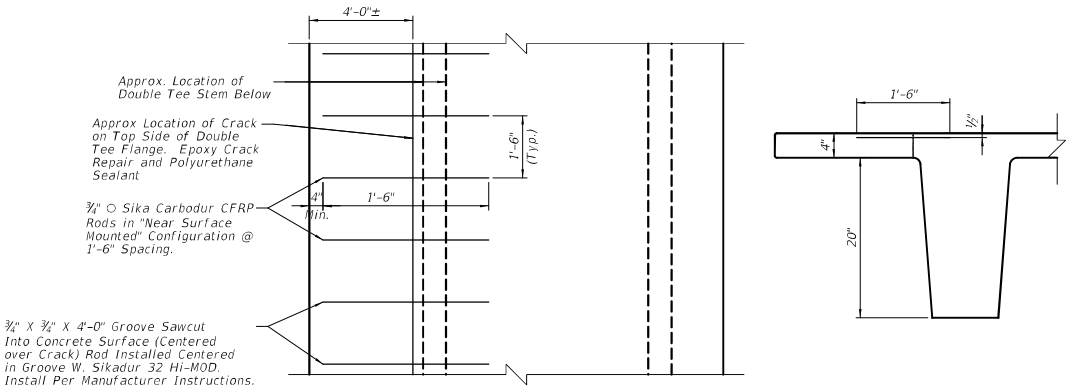
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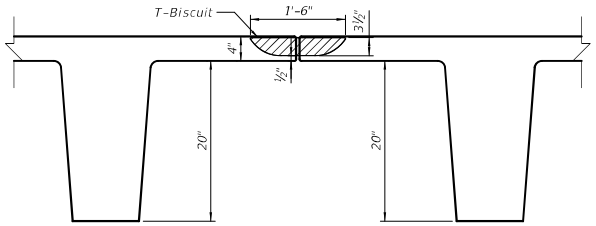
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MODEL:	Default

TITLE:
CITY OF HIGHLAND PARK
FIRST ST. PARKING GARAGE REPAIR
TOP DECK REPAIR DETAILS

PROJ. NO.	250279
DATE:	4/3/2026
SHEET	7 OF 11
DRAWING NO.	S-7



DETAIL 4 - TOP SIDE CRACK REPAIR



DETAIL 5 - REPAIR OF FAILED FLANGE TO FLANGE SHEAR CONNECTOR JOINTS BETWEEN DOUBLE T-BEAM

(Refer to V2 T-Biscuits Specification on Sheet S-10)

1. This detail applies to all joints adjacent to full depth crack repairs and at locations where embedded portion of existing shear connector shows signs of deterioration. Locations shall be determiend by the Engineer.
1. Make a cut ¼"wide by 18"long at a 90° angle across the seam. The depth of the cut should be ½" from the bottom of the flange of the double T. Typically, the cut is approximately 3.5" deep.
2. If the slots were dry cut using compressed air with a minimum of 100 psi, clean out the slots to remove dirt and dust. If the slots were wet cut, pressure wash the slots to remove slurry or dirt. Allow 24 hours to dry. Mask off the top of the groove with tape (for a cleaner look).
3. Mix the Biscuit Bond Paste according manufacturer's instructions and fill the groove with a liberal amount of epoxy and work it in with a trowel or putty knife.
4. Apply Biscuit Bond to both sides of the T- Biscuit and place into the groove, working all of the air out of the groove with a putty knife. Allow to gel. Once epoxy has set, remove masking tape.
5. Place one supplemental connector between each existing connector along joint adjacent to crack repair and at locations directed by the Engineer.

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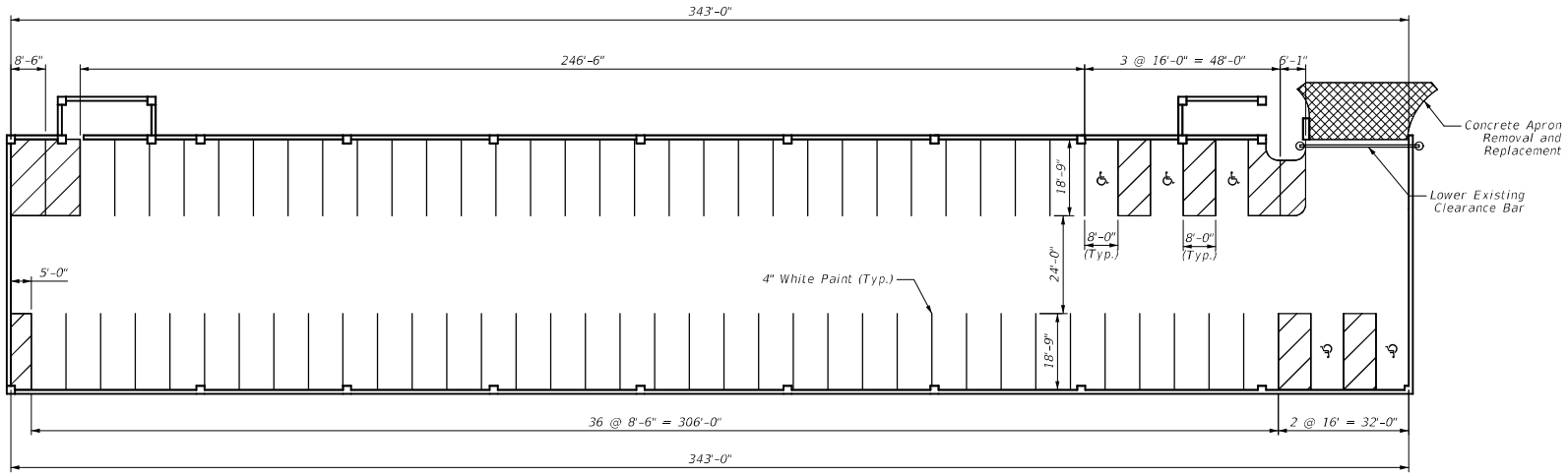
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CITY OF HIGHLANDPARK
1707 St Johns Avenue
Highland Park, Illinois 60035

NO.	DATE	NATURE OF REVISION	CHKD.

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TITLE:
CITY OF HIGHLAND PARK
FIRST ST. PARKING GARAGE REPAIR
TOP DECK REPAIR DETAILS

PROJ. NO.	250279
DATE:	4/3/2026
SHEET	8 OF 11
DRAWING NO.	S-8

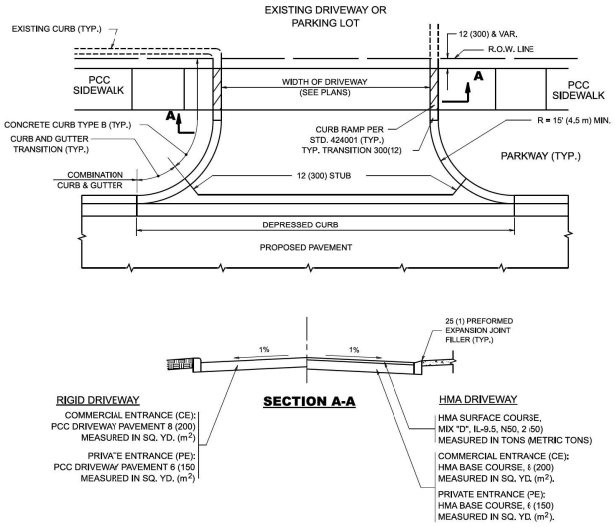


STRIPING PLAN



CLEARANCE BAR TO BE LOWERED

Clearance bar for St. John's parking gargae shown. First Street clearance bar is similar.



DRIVEWAY APRON DETAILS

IDOT Class SI Concrete Shall be Used for Driveway Apron

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:
CITY OF HIGHLANDPARK
1707 St Johns Avenue
Highland Park, Illinois 60035

NO.	DATE	NATURE OF REVISION	CHKD.

FILE NAME: N:\HIGHLANDPARK\250279\Struct\09-250279-Striping Plan.sht

DSGN.	CPF/JMB
DWN.	WS
CHKD.	MM
SCALE:	30'
PLOT DATE:	4/3/2026
CAD USER:	jbarnett
MODEL:	Default

TITLE:
CITY OF HIGHLAND PARK
FIRST ST. PARKING GARAGE REPAIR
STRIPING PLAN & DRIVEWAY DETAILS

PROJ. NO.	250279
DATE:	4/3/2026
SHEET	9 OF 11
DRAWING NO.	S-9

EMSEAL

BUILDING TRUST

Installation Procedure



WaboCrete® Membrane Generation II (Black)

Membrane Sealing Expansion Joint System

The following installation procedure is very important and must be fully understood prior to beginning any work. To ensure proper installation and performance of expansion joint system the following actions must be completed by the installing contractor. **Failure to do so will affect product warranty.**

1) Carefully read and understand installation procedure. Contact Emseal's Technical Service Department at (568) 836-0280 for product assistance.
2) Inspect all shipments and materials for missing or damaged components and hardware. Contact Customer Service at (508) 836-0280 with Emseal's order number and invoice for prompt assistance.
3) Inspect substrate or adjacent construction for acceptance before beginning work. Report unacceptable construction to the project manager for scheduled repair work.
4) Review Emseal shop drawings for project specific detailed information.

EMSEAL

BUILDING TRUST

BASF

The Chemical Company

PRODUCT DATA SHEET

CLOSED-CELL BACKER-ROD AND SOFT BACKER-ROD

Joint filler and backing material for Sonneborn® sealants

Description	Features	Benefits
SIKABAR® Closed-Cell Backer Rod is a closed-cell, polyethylene foam joint filler and backing for elastomeric sealants. Its resilience accommodates dynamic joints. Sonneborn® Soft Backer Rod is a reticulated closed-cell polyethylene foam joint filler and backing for sealants. It compresses easily to accommodate joints of varying widths.	CLOSED-CELL BACKER ROD • Closed-cell polyethylene foam • Lightweight • Resilient • Nonmigrating, nonstaining, and nonbleeding • Inert • Round • Nonabsorbing to sealants SOFT BACKER ROD • Nonstaining when applicable • Reticulated closed-cell polyether foam • Nonmigrating, nonstaining, and nonbleeding • Highly resilient • Nonstaining to sealants	Low moisture absorption Installs easily and quickly Accepts joint movement Will not discolor sealants or substrates Compatible with most sealant systems Does proper shape to sealant for effective function Requires no additional bondbreaker Eliminates bubbling or sealant Low moisture absorption Will not discolor sealants or substrates Conforms to irregular joints, installs easily and quickly Requires no additional bondbreaker

Yield
See page 3 for chart.

Packaging
Sizes 1/4 – 1-1/4" (6 – 32 mm) are wound on reels and packaged in cartons, weighing about 15 lbs (6.8 kg) per carton.
The 1-1/2 – 4" (38 – 102 mm) sizes are packaged in 6' (1.8 m) lengths and packaged in cartons, weighing about 30 lbs (13.60 kg) per carton.

Color
Gray

Where to Use
APPLICATION
- Backing for sealants
- Precast panel joints
- Expansion joints
- Window and door frame perimeters
- Coping joints
- Glazing joints
- Isolation joints
- Control joints

Sonneborn

PRODUCT DATA SHEET

SikaEmaco® 440

(formerly MEmaco S 440)

LOW DUST, POURABLE, AND PUMPABLE PRE-EXTENDED SELF-CONSOLIDATING REPAIR MORTAR

PRODUCT DESCRIPTION

SikaEmaco® 440 and SikaEmaco® 440 CI are low dust, one-component, shrinkage-compensated, self-consolidating repair mortars. They are designed for large volume repairs, including structural elements in applications from 1.5" (38 mm) to full depth. SikaEmaco® 440 CI contains an integral corrosion inhibitor. SikaEmaco® 440 MC is a low dust, one-component, shrinkage-compensated, self-consolidating repair mortar that can be installed in applications from 0.75" (19 mm) to full depth.

CHARACTERISTICS / ADVANTAGES

- The dual expansion system compensates for shrinkage in plastic and hardened states
- Low-dusting for added worker comfort and safety
- High early strength allows early form removal
- Low permeability protects against carbon dioxide and chloride intrusion
- Excellent freeze/thaw resistance for durability in cold, wet environments
- Flowability makes it ideal for placement by pumping or pouring into congested locations
- Self-consolidation minimizes honeycombing without vibration

USES

- Interior and exterior
- Large-volume structural repairs
- Repair or replacement of concrete elements
- Formed horizontal, vertical and overhead repairs

Substrates
- Concrete

PRODUCT INFORMATION

Chemical Base	SikaEmaco® 440, SikaEmaco® 440 CI and SikaEmaco® 440 MC are proprietary blends of cement, graded aggregate, shrinkage-compensating agents, and additives.
Packaging	55 lb (25 kg) polyethylene-lined bags
Shelf Life	1 year when properly stored
Storage Conditions	Store in unopened containers in cool, clean, dry conditions

Product Data Sheet
SikaEmaco® 440
April 2020, Version 01.01
020302040010000044

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PRODUCT DATA SHEET

Sikadur®-22 Lo-Mod FS

Low-modulus, fast setting, medium-viscosity, epoxy resin binder

PRODUCT DESCRIPTION

Sikadur®-22 Lo-Mod FS is a 2 component, 100% solids, moisture-tolerant, fast setting epoxy resin binder. It conforms to the current ASTM C-881, Type III, Grade 1, Class C and AASHTO M-235 specifications.

CHARACTERISTICS / ADVANTAGES

- Fast Setting for quick turn around
- Meets 3 hr/3000 psi requirement when mixed as an epoxy mortar
- Tolerant to moisture both before and after cure
- Convenient easy mix ratio A:B = 1:1 by volume
- Excellent strength development
- Leveling viscosity for easy, efficient application of a broadcast overlay
- Successfully used in HFS/ applications. Refer to local DOT specifications for product acceptance

USES

Sikadur®-22 Lo-Mod FS may only be used by experienced professionals.

Use neat as the binder resin for a skid-resistant broadcast overlay. Use also as the binder resin for epoxy mortar and concrete for patching and overlays.

PRODUCT INFORMATION

Chemical Base	Epoxy Resin
Packaging	4 gallon (15 L) units / 110 gallon (416 L) unit / 660 (2498 L) gallon totes **Note: Part A of the Sikadur® 22 Lo-Mod, Sikadur®-22 Lo-Mod FS and Sikadur® 21 Lo-Mod LV is a universal component of these three products.**
Color	Clear to light amber
Shelf Life	24 months in original, unopened containers
Storage Conditions	Store dry at 40–90 °F (4–35 °C) Condition material at 65–85 °F (18–29 °C) before using.
Volatile organic compound (VOC) content	<20 g/L
Viscosity	Approximately 2,000 cps

Product Data Sheet
Sikadur®-22 Lo-Mod FS
April 2020, Version 01.01
020302040010000041

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PRODUCT DATA SHEET

Sikagard® P 8100 AP

(formerly MProtect P 8100AP)

ONE-COMPONENT ZINC-RICH EPOXY PRIMER FOR STEEL REINFORCEMENT

PRODUCT DESCRIPTION

Sikagard® P 8100 AP is a one-component epoxy primer. It is designed to prime and protect reinforcing steel from corrosion.

CHARACTERISTICS / ADVANTAGES

- Dries to touch in 15–45 minutes
- High zinc content protects reinforcing steel from corrosion
- Epoxy chemistry is compatible with all repair mortars
- Long working time
- One-component product requires only stirring prior to use.

USES

- Interior and exterior
- Corrosion mitigation

Substrates
- Reinforcing steel

PRODUCT INFORMATION

Chemical Base	Sikagard® P 8100 AP is a one-component epoxy primer.
Packaging	1 quart (0.9 L) cans
Shelf Life	15 months when properly stored
Storage Conditions	Store and transport in unopened containers in cool, clean, dry conditions. Keep from freezing.
Solubility	Specific gravity: 2.1–2.2

APPLICATION INFORMATION

Coverage	150–250 lineal ft (46–76 lineal m) per can (# 4 rebar)		
Layer Thickness	Recommended thickness: 2 mils, DFT per coat		
Drying Time		68° F (20° C)	95° F (35° C)
	Touch dry, min	45	15
	Fully dry / recoatable, min	30–60	20–45

Product Data Sheet
Sikagard® P 8100 AP
April 2020, Version 01.01
020302040010000045

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PRODUCT DATA SHEET – PDS/FPDI

PatchPin

Concrete patching pin

HELIFIX

SUSTAINABLE STRUCTURAL SOLUTIONS

Applications

- Stainless steel helical pin for providing a strong mechanical key when patch repairing reinforced concrete

Features

- Forms powerful bond with patching mortar
- Additional mechanical bonding security
- Can be installed vertically or angled and bent after installation, if required
- Requires no chemicals
- Quick, simple and effective

Technical Specifications

Material:	Austenitic stainless steel Grade 304 or 316
Diameter:	8mm
Length:	70mm (3") or 100mm (4")
Diameter of pilot hole:	6.5mm
Depth of pilot hole:	2"
Pin spacing and positioning:	Can be varied according to site conditions but should start 2" from the edge of the patched area
Pin density:	Intermediate pins should be at 6" – 8" center spacing. Extra pins may be used at the discretion of the engineer / site manager. There should be 1 minimum of two pins per patch
NOTE:	The outer end of installed pins must be below the face of the concrete patch. To ensure this occurs pins may be bent to required.
Bonding agent:	None required
RECOMMENDED TOOLING	
For drilling clearance hole:	SDS rotary hammer drill 650w/700w
For installing PatchPin:	PatchPin drill sleeve driver with SDS rotary hammer drill 650w/700w set on hammer only

Installation Procedures



1. Remove all loose concrete from the area to be patched. Hammer tap the area to establish if any hollows are present and break back to sound concrete. Remove any dust and debris with a stiff wire brush. Clean and treat any exposed embedded steel rebar with a suitable epoxy coating.
2. Fit the PatchPin drill sleeve driver over the drill bit and insert the PatchPin into the tool. Install the PatchPin into the pilot hole with the SDS rotary hammer drill set to hammer only. Ensure that the outer end of the pin will be below the face of the concrete patch – the pin can be bent, if required.
3. Drill pilot holes, vertically or at an angle of up to 45°, to the correct diameter and spacing into the concrete using an SDS rotary hammer drill.
4. Apply the patching mortar, as required in accordance with the Manufacturer's instructions. Fill all gaps and make good the surface.

HELIFIX

SUSTAINABLE STRUCTURAL SOLUTIONS

A division of HALFEN USA Inc. · P.O. Box 547 · Converse, TX 78109 · Toll Free: 888-992-9999 · inquiry@helifix.com · Fax: 877-683-4910

HALFEN

For full Product Information, Cost Studies and downloadable Repair Details, going specifications for many common structural faults, go to: www.helifix.com/products/retrofit-products/patchpin

www.helifix.com

SYSTEM DATA SHEET

Sikalastic® Vehicular Traffic 2000

POLYURETHANE WATERPROOFING, TRAFFIC-BEARING MEMBRANE SYSTEMS FOR VEHICULAR AREAS.

PRODUCT DESCRIPTION

Sikalastic® Vehicular Traffic 2000 is a primerless system consisting of:
- Sikalastic® M 200, a one-component, moisture-curing polyurethane
- Sikalastic® TC 275 – a two-component fast curing aromatic polyurethane top coat with outstanding mechanical properties, including: high tensile strength, and excellent tear and abrasion resistance.
- Sikalastic® TC 295 – a high performance, two-component, aliphatic, polyaspartic modified, high solids, polyurethane waterproofing coating for use as an intermediate or topcoat.

For projects specifying primer, please consult a Sika Representative.

CHARACTERISTICS / ADVANTAGES

- Meets EPA national requirements for VOC
- Fast turnaround reduces facility downtime
- Seamless waterproof membrane protects concrete from freeze/thaw damage; protects occupied areas below from water damage; has no seams that may result in leaks
- Excellent chloride resistance protects against chloride intrusion, extending the life of reinforced steel
- Excellent chemical resistance to protect against common parking deck chemicals including gasoline, diesel fuel, oil, alcohol, ethylene glycol, de-icing salt, bleach and cleaning agents
- Skid resistant for increased safety; offers excellent durability and superior abrasion resistance
- Versatile system can be used for interior or exterior applications, above grade and elevated concrete slabs.
- Primerless system reduces labor and material costs

USES

Sikalastic® Vehicular Traffic 2000 may only be used by experienced professionals.
- Stadiums
- Parking Garages
- Commercial Construction
- Building and Restoration
- Plywood Decks

APPROVALS / STANDARDS

- CSA S413
- ASTM C 957

SYSTEM INFORMATION

System Structure	• Sikalastic® M 200 • Sikalastic® TC 275 • Sikalastic® TC 295
Color	For color options, please refer to the corresponding Product Data Sheets

System Data Sheet
Sikalastic® Vehicular Traffic 2000
April 2020, Version 01.01
020302040010000041

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Product Data Sheet

V2 T-Biscuits

Custom carbon/glass fiber reinforced plastic laminates

Product Description

V2 T-Biscuits are custom carbon/glass fiber reinforced plastic laminates designed to repair failed flange-to-flange shear connectors of pre-cast concrete (single & double) Tee beams. A specially engineered tri-axial carbon fabric is used to provide high strength, while a proprietary textured glass fabric is bonded on the exterior face to provide additional toughness as well as a rough bonding surface. The constituent resin matrix is a proprietary epoxy with proven ability to provide strength along with superior chemical resistance, especially to salt and gasoline. Using a proprietary aerospace composite manufacturing technique, the fabric and resin are combined to form a finished composite laminate.

Advantages
- Easy and fast installation
- Minimal disruption to operations
- Superior strength and toughness
- Chemical resistant

Typical Biscuit Properties Along X/Y Axis (Maximum 1.0" gap)

Thickness in. (cm)	Tensile Capacity lbs. (kgs.)	Compressive Capacity lbs. (kgs.)	Shear Capacity lbs. (kgs.)
0.18 (0.45)	50,406 (25,585)	50,306 (22,818)	10,706 (4,856)

Laminate Properties

Tensile Strength (along X/Y axis)	110,630 psi (762 MPa)
Compressive Strength (along X/Y axis)	52,585 psi (363 MPa)
Compressive Strength (through thickness)	9,200 psi (63 MPa)
In Plane Shear Strength (along the 2 axis or through thickness)	20,992 psi (145 MPa)
Inter Laminar Shear (along X/Y axis)	5,075 psi (35 Mpa)
Bond Strength to Concrete (using V2 Biscuit Bond Epoxy)	2,760 psi (19 MPa)

Design Value (5k psi concrete)

	Ultimate Value lbs. (kgs.)	Design Value lbs. (kgs.)
Vertical Shear	8,000 lbs. (3,629)	6,000 (2,722)
Horizontal Shear	17,200 lbs.	13,000 (5,897)
Tension (Pull Out)	16,500 lbs.	12,400 (5,625)

V2 STRUCTURAL SYSTEMS

(334) 502-3000
www.V2cologic.com

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:

CITY OF HIGHLANDPARK
1707 St Johns Avenue
Highland Park, Illinois 60035

NO.	DATE	NATURE OF REVISION	CHKD.

FILE NAME: N:\HIGHLANDPARK\250279\Struct\10-250279-Specs.sht

DSGN.	CPF/JMB
DWN.	WS
CHKD.	MM
SCALE:	2"
PLOT DATE:	4/3/2026
CAD USER:	jbarnett
MODEL:	Default

TITLE:

CITY OF HIGHLAND PARK
FIRST ST. PARKING GARAGE REPAIR
SPECIFICATIONS

PROJ. NO.	250279
DATE:	4/3/2026
SHEET	10 OF 11
DRAWING NO.	S-10

PRODUCT DATA SHEET

SikaEmaco®-1061 EX

(formerly MEmaco T 1061EX)

Low Dust, Rapid Setting, Cement Based, Pre-extended, Concrete Repair Mortar with Increased Working Time

PRODUCT DESCRIPTION

SikaEmaco® 1061 EX is a one-component, shrinkage-compensated, very rapid setting, cement based, pre-extended mortar with increased working time.
SikaEmaco® 1061 EX is designed for the repair of horizontal, flat concrete surfaces in applications from 1.5 inches (38 mm) thick to full depth.

USES

SikaEmaco® 1061 EX may only be used by experienced professionals.
- Interior and exterior applications
- On grade, above and below grade concrete repairs
- Horizontal, flat surfaces
- Applications requiring high early strength gain
- Structural concrete repairs for corroded roadways, parking facilities, industrial plant floors, walkways, bridge decks, balconies, etc.
- Partial and full depth concrete repairs
- Fiber for weld and cavities

CHARACTERISTICS / ADVANTAGES

- Pre-extension with coarse aggregate at the factory ensures quality and saves contractor labor
- Low dusting for added worker comfort and safety
- Extended Application Time (i.e. increased working time after mixing)
- Extra low permeability helps minimize chloride intrusion
- Rapid setting for quick turnaround repairs
- Low residual moisture; can be prepared and coated in as little as 6 hours at 73 °F (23 °C).
- Excellent Freeze / Thaw resistance
- Shrinkage compensated to minimize cracking from drying shrinkage; reduces stress at the bond line
- Proprietary Portland cement based blend that bonds to carbonated and non-carbonated concrete substrates

APPROVALS / STANDARDS

Rapid Hardening as defined by ASTM C928 (Type R2)

PRODUCT DATA SHEET

SikaQuick® VOH

Fast Setting, one component, cementitious vertical and overhead repair mortar with superior high build properties

PRODUCT DESCRIPTION

SikaQuick® VOH is a fast setting, one component, ready-to-use repair mortar for vertical and overhead applications using specialty cement blends. SikaQuick® VOH LD is a low dust formula also available as a separate item.

USES

- Fast repairs to overhead and vertical concrete and mortar surfaces on grade, above and below grade.
- As a repair material for building facades, parking structures, industrial plants, bridges, etc.
- As a fast setting repair material for new construction defects.

CHARACTERISTICS / ADVANTAGES

- Minimal time required between lifts.
- Fast finishing time.
- Time/labor saving material: application up to 3" (76.2 mm) on vertical surfaces in one layer.
- Easy to use: just add water.
- High bond strength ensures excellent adhesion.
- High early and ultimate strength.
- Increased freeze/thaw durability and resistance to deicing salts.
- Suitable for exterior and interior applications.
- Overhead thickness up to 2" (50 mm).
- Fiber reinforced and polymer modified.
- Contains corrosion inhibitor.
- Use in cold temperatures with SikaQuick WinterBoost (20° - 45 °F).
- Low dust version available.

APPROVALS / STANDARDS

- Meets ASTM C-928, type R2.

PRODUCT INFORMATION

Chemical Base	• SikaQuick® VOH is a polymer modified, cement blends. • SikaQuick® VOH LD is a polymer modified, cement blends with dust reduction technology.
Packaging	• 44 lb (20 kg) bag
Appearance / Color	Gray powder
Shelf Life	12 months from date of production if stored properly in original, unopened and undamaged sealed packaging.
Storage Conditions	Store dry at 40–95 °F (4–35 °C)

PRODUCT DATA SHEET

Sikadur®-55 SLV

Super low-viscosity, moisture-tolerant epoxy resin, crack healer/penetrating sealer

PRODUCT DESCRIPTION

Sikadur®-55 SLV is a 2-component, 100 % solids, moisture tolerant, epoxy crack healer / penetrating sealer, having a fast tack-free time to minimize downtime. It is a super low-viscosity, high-strength adhesive formulated specifically for sealing both dry and damp, existing, non-dynamic cracks. It conforms to the current ASTM C-881, Types I and II, Grade 1, Class C* and AASHTO M-235 specifications.
* except to gel time

USES

Sikadur®-55 SLV may only be used by experienced professionals.
- Sikadur®-55 SLV seals cracked concrete.
- For interior slabs and exterior above-grade slabs.
- For elevated horizontal decks, parking garages and other structures exposed to foot and pneumatic tire traffic.

CHARACTERISTICS / ADVANTAGES

- Super low viscosity/low surface tension for excellent penetration into existing cracks.
- Seals existing cracks by gravity down to 2 mils (0.002" / 0.05 mm) in width.
- Prolongs life of cracked concrete.
- Penetrates and seals surface from water absorption, chloride-ion intrusion, and chemical attack (patent pending technology).
- Improves concrete surface by reducing water and chloride intrusion.
- Can be open to traffic in 6 hours at 73 °F (23 °C).
- High bond strength, cure in damp cracks.
- U.S. Patent No. (pending) for ultra low viscosity healer/sealer to strengthen cracked concrete.

PRODUCT INFORMATION

Packaging	1 gal. (11.35 l) unit = 'A' + 2 gal. (7.6 l) + 'B' = 3 gal. (3.8 l)
Color	Clear, amber
Shelf Life	2 years in original, unopened containers
Storage Conditions	Store dry at 40–95 °F (4–35 °C). Condition material to 65–75 °F (18–24 °C) before using.
Viscosity	Approximately 105 cps

TECHNICAL INFORMATION

PRODUCT DATA SHEET

Sika® CarboDur® Rods

Carbon fiber rods for structural strengthening

PRODUCT DESCRIPTION

Sika® CarboDur® Rods are pultruded carbon fiber reinforced polymer (CFRP) rods designed for strengthening concrete, timber and masonry structures. The rods are primarily installed using the Near Surface Mounted (NSM) technique by inserting into grooves cut into the substrate and bonded with an epoxy resin. The rods can also be used for anchoring SikaWrap fabrics for positive attachment to concrete or masonry.

USES

Sika® CarboDur® Rods may only be used by experienced professionals.
- Negative moment reinforcing in slabs and decks
- Anchoring of SikaWrap fabrics
- Strengthening of masonry walls
- Doweling applications
- Carbonite connection applications

Load increases
- Increased live loads in warehouses
- Increased loading in parking decks
- Installation of heavy machinery
- Vibrating structures
- Changes of building utilization

Damage to structural parts
- Aging of construction materials
- Steel reinforcement corrosion
- Vehicle impact
- Fire

Serviceability improvements
- Decrease in deformation
- Stress reduction in steel reinforcement
- Crack width reduction

Change in structural system
- Removal of walls or columns
- Removal of slab sections for openings

Design or construction defects
- Insufficient reinforcements
- Insufficient structural depth

CHARACTERISTICS / ADVANTAGES

- Very high strength
- Lightweight
- Non-corrosive
- Very easy to handle
- High modulus of elasticity
- Can accept traffic on surface (rods are countersunk)
- High bond strength due to full encapsulation
- Rods are rock stable once installed
- Outstanding fatigue resistance
- Alkali resistant

PRODUCT DATA SHEET

Sikadur®-32 Hi-Mod

High-modulus, high-strength, epoxy bonding/grouting adhesive

PRODUCT DESCRIPTION

Sikadur®-32 Hi-Mod is a multi-purpose, 2-component, 100 % solids, moisture-tolerant structural epoxy adhesive. It conforms to the current ASTM C-881 Types I, II, and IV, Grade 2, Class C and AASHTO M-235 specifications.

USES

Sikadur®-32 Hi-Mod may only be used by experienced professionals.
- Bond fresh, plastic concrete to hardened concrete and steel.
- Grout horizontal cracks in structural concrete and wood by gravity feed.
- Machinery and 'tolmatic' base plate grout.
- Structural adhesive for concrete, masonry, metal, wood, etc.

CHARACTERISTICS / ADVANTAGES

- High-strength bonding/grouting adhesive.
- Tolerant to moisture before, during and after cure.
- Excellent adhesion to most structural materials.
- Convenient easy-to-mix ratio A:B = 1:1 by volume.
- Easy to-use for bonding/grouting applications.
- Fast initial set; rapid gain to ultimate strengths.
- USDA-certified for use in food plants.

PRODUCT INFORMATION

Chemical Base	100 % epoxy
Packaging	1, 2 and 4 gal. units
Color	Concrete gray
Shelf Life	2 years in original, unopened containers
Storage Conditions	Store dry at 40–95 °F (4–35 °C). Condition material to 65–75 °F (18–24 °C) before using.
Viscosity	Approximately 4–5,000 cps.
Water Absorption	0.21 % (7 days, 24 h immersion) (ASTM D-570) 73 °F (23 °C) 50 % R.H.

PRODUCT DATA SHEET

Sikaflex®-2c NS EZ Mix

Two-component, non-sag, polyurethane elastomeric sealant

PRODUCT DESCRIPTION

Sikaflex®-2c NS EZ Mix is a 2-component, premium-grade, polyurethane-based, elastomeric sealant. It is principally a chemical cure in a non-sag consistency. Meets ASTM C 920, Type M, Grade NS, Class 25, use T, NT, M, G, A, O, I and Federal specification TT-S-00230 C Type II, Class A. Meets Canada Standard CAN/CGSB 19.24 - M90.

USES

- Intended for use in all properly designed working joints with a minimum depth of ¼ inch.
- Ideal for vertical and horizontal applications.
- Pitchable at temperatures as low as 40 °F.
- Adheres to most substrates commonly found in construction.
- An effective sealant for use in Exterior Insulation Finish Systems (EIFS).
- Submerged environments, such as canal and reservoir joints.

CHARACTERISTICS / ADVANTAGES

- Capable of +50 % joint movement.
- Chemical cure allows the sealant to be placed in joints exceeding ½ in. in depth.
- High elasticity with a tough, durable, flexible consistency.
- Exceptional cut and tear resistance.
- Exceptional adhesion to most substrates without priming.
- Available in 35 architectural colors.
- Color uniformity assured via Color-pak system.
- Available in pre-pigmented Limestone Gray (no Color-pak needed).
- Non-sag even in wide joints.
- Certified to the NSF/ANSI Standard 61 for potable water.
- Easy to mix.
- Paintable with water-, oil-, and rubber-base paints.
- Jet fuel resistant.
- Cold weather booster for initial tack (see reverse side for data).
- Shore A hardness can be increased by using "FG" additive. See Sikaflex-2c NS FC data sheet for specific details.

ENVIRONMENTAL INFORMATION

- LEED® EQc 4.1
- SCAQMD, Rule 1168
- BAAQMD, Reg. 8, Rule 51

APPROVALS / STANDARDS

- Certified to NSF/ANSI standard 61 for potable water
- 2-hour UL Fire Rated Joint System Nos. FF-S-1034, FW-S-1070, HW-S-1038, WW-S-1037.

PRODUCT DATA SHEET

Sikaflex® NP 1

(formerly MSeal NP 1)

ONE-COMPONENT, ACOUSTIC/SOUND DAMPING, ELASTOMERIC, GUN-GRADE POLYURETHANE SEALANT

PRODUCT DESCRIPTION

Sikaflex® NP 1 is a one-component, high-performance, non-priming, gun-grade elastomeric polyurethane sealant. It requires no mixing and typically requires no priming to bond to many materials, including concrete and masonry. Used as an acoustical sealant, Sikaflex® NP 1 reduces sound transmission in partition systems to support high STC values by sealing spaces around cut-outs and at perimeters of partitions. The sealant cures in a tough rubber to form a long-lasting acoustical seal.

USES

- Interior and exterior
- Above and below grade
- Immersed in water
- Expansion joints
- Panel walls
- Precast units
- Aluminum and wood window frames
- Roofing
- Fascia
- Parapets
- Vinyl siding
- Storefront assemblies

Substrates
- Concrete
- Masonry
- Aluminum
- Wood
- Clay & concrete roof tiles
- Stucco
- Natural stone

CHARACTERISTICS / ADVANTAGES

- One-component formula requires no mixing, helping to reduce labor costs
- Joint movement capability ±35% provides excellent flexibility for keeping moving joints weathertight
- Easy to gun and tool, speeding up application and making neater joints
- Available in ProPaks, reducing job-site waste and lowering disposal costs
- 12 standard colors to match a wide variety of common substrates
- No primer is required for most construction materials, lowering installation costs
- Weather resistant for long-lasting weathertight seals
- Wide temperature application range makes Sikaflex® NP 1 suitable for all climates
- Compatible with non-rigid coatings and can be painted
- Superior holding power for long-lasting cost-tie installation
- UL listed; Passes 4-hour, 4-inch, fire and hose stream test when used with Ultra Block or mineral wool
- Suitable for water immersion with documented performance in wet areas
- Meets VOC requirements in all 50 states
- Can adhere to green concrete up to 72 hours after pour
- Can be used as an acoustic sealant to increase system STC value
- Minimizes sound transfer and supports high STC ratings

PRODUCT DATA SHEET

Sikaflex® Primer-429

Sikaflex primers are special materials formulated to improve the bond of Sikaflex urethane sealants when applied to specific substrates.

PRODUCT DESCRIPTION

Sikaflex® Primer-429 promotes adhesion to clean, sound, and dry concrete, masonry, Exterior Insulation Finish Systems (EIFS), and wood — including teak and mahogany.

USES

Most substrates require a primer only if testing shows need for it or where the sealant will be underwater after cure. Certain substrates do require a primer under all conditions.

CHARACTERISTICS / ADVANTAGES

- Single-component, ready to use.
- Easily applied by brush, dauber, or spray.

PRODUCT INFORMATION

Packaging	Sikaflex 429 primer is available in pints (6/carton); and gallons (2/carton).
Color	Clear
Shelf Life	6 months in original, unopened containers.
Storage Conditions	Sikaflex® Primer-429 shall be stored in dry conditions, where it is protected from direct sunlight and at temperatures between +40°F and +95°F (+4°C and +35°C).

APPLICATION INFORMATION

Coverage	Following are average coverages, depending on porosity of substrate: **Sikaflex Primer 429 Coverage per pint (Liner ft. 1/2" x 1/2" joint): 300 Linear ft.**

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:
CITY OF HIGHLANDPARK
1707 St Johns Avenue
Highland Park, Illinois 60035

NO.	DATE	NATURE OF REVISION	CHKD.

FILE NAME N:\HIGHLANDPARK\250279\Struct\ll-250279-Specs.sht

DSGN.	CPF/JMB
DWN.	WS
CHKD.	MM
SCALE:	2"
PLOT DATE:	4/3/2026
CAD USER:	jbarnett
MODEL:	Default

TITLE:
CITY OF HIGHLAND PARK
FIRST ST. PARKING GARAGE REPAIR
SPECIFICATIONS

PROJ. NO.	250279
DATE:	4/3/2026
SHEET	11 OF 11
DRAWING NO.	S–11

ATTACHMENT D

SPECIAL INSTRUCTIONS

1. Working Days

Except for such work as may be require to properly maintain lights and barricades, no work will be permitted on Sunday, legal holidays, or weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or continue after 5:00 p.m. without specific permission of the Engineer.

If work outside of normal working day hours is necessary, payment at 1.5 times the salary and benefits of the City inspector shall be payable to the City. Reasonable delays due to weather or conditions beyond the control of the City or Contractor may not require payment.

Without specific permission of the City Engineer (City of Highland Park) and except for such work as may be required to properly maintain lights and barricades, no work will be permitted on:

A. Weekdays between 7:00 p.m. and 7:00 a.m.
B. Saturdays between 5:00 p.m. and 9:00 a.m.
C. Sundays
D. Holidays listed below

Holiday	Date Observed
New Year's Day	01/01/2026
Martin Luther King Jr Day	01/19/2026
Passover (beg. Sundown 4/1/26)	04/02/2026
Memorial Day	05/25/2026
Independence Day	07/04/2026
Labor Day	09/07/2026
Rosh Hashanah (beg. sundown 9/11/26)	09/12/2026
Yom Kippur (beg. sundown 9/20/26)	09/21/2026
Veterans Day	11/11/2026
Thanksgiving Day	11/26/2026
Christmas	12/25/2026

2. Liquidated Damages

If the contractor fails to complete the project within the time limit specified, liquidated damages in the amount specified in the Standard Specifications, Article 108.09, "Failure to Complete Work on Time", shall be imposed for each calendar day until the project is completed.

Staff Report

Meeting Date: May 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 Lead Service Line Replacement Project (Phase II) Contract to Trine Construction Corporation of St. Charles, Illinois

Recommendation:
Staff recommends authorizing the City Manager to issue a Notice of Intent To Award and Notice of Award to the Illinois Environmental Protection Agency (IEPA) for review and approval of the contract for the Lead Service Line Replacement Project Phase II to Trine Construction Corporation, St. Charles, Illinois. These actions will officially accept the IEPA loan for $18,785,600 to perform the remainder of the mandated work within the City of Highland Park. The Lead Service Line Replacement Project Phase II was discussed and approved as part of the Public Works Department FY 26 Capital Improvement Plan budget.

Policy Consideration:
In Highland Park, historically, homes built before 1960 were generally constructed with lead water service lines. The installation of lead service lines (LSL) was banned statewide in 1986, although the use of lead in fixtures and solder joints continued until 2014. The City has approximately 10,500 water service lines with an estimated 1,750 LSL. Additional information about LSL can be found on the City's web page at www.cityhpil.com/leadinformation.

The State of Illinois passed Public Act 102-0613 ("Act"), also referred to as the Lead Service Line Replacement and Notification Act. The Act went into effect on January 1, 2022. The Act mandates that the City:

1. Submit a draft LSL inventory by April 2023 and a complete inventory by April 2024 to the IEPA. The City has completed this requirement.
2. Submit a draft LSL replacement plan by April 2024. The City has completed this requirement.
3. Begin the physical removal and replacement of LSLs by April 2027, utilizing the IEPA-approved replacement plan. New federal Lead and Copper regulations, which have been adopted by the State of Illinois, shorten the timeline for replacing all lead services. Given the total number of water services (approximately 10,000) and the estimated 2,000 LSLs

across the City, the City needs to replace a minimum of 200 services per year for a maximum duration of 10 years beginning in 2027, with completion by 2037. The previous deadline was the year 2044. The City's plan calls for the replacement of all lead service lines over an approximate five-year period. Additional information on lead service lines can be found on the City's web page at www.cityhpil.com/leadinformation

Because of the criteria needed for qualification of the state funding opportunity, the City split the LSL program into two phases. The first phase consisted of approximately 700 homes in specific census tract areas. The second phase consists of approximately 1,050 homes throughout the City. The City has completed required steps one and two for Phase II of the LSL replacement project and is on track to be completed in approximately 2028.

To facilitate the replacement of lead service lines and support local communities, the IEPA has made funding available to local municipalities and public water supplies utilizing the State Revolving Fund Loan Program ("Program"). This Program includes the traditional Public Water Supply Loan Program Funds (PWSLP), which the City has utilized in the past, most recently for the water meter AMI program, and a special LSL Replacement Fund (LSLR). Funding options are currently (1) 100% forgiveness loans, (2) a 30-year 0% interest loan from the LSLR Fund, (3) a 20-year low-interest loan from the PWSLP Fund, and (4) potentially not receiving any funding from these programs. The IEPA is offering the City option 2, a 0% loan for 30-years.

Following the IEPA process, the project was approved for bidding. On May 18, 2026, four sealed bids were electronically received. The City and its consultant, Robinson Engineering, reviewed the bids. In addition, the City's Corporation Counsel determined that Trine Construction Corporation, St. Charles, IL, met all material requirements and was the low responsible bidder at an amount of $18,785,600. The City's engineering consultant, Robinson Engineering, conducted reference checks on Trine Construction and provided a Recommendation to Award Letter. Additionally, Corporation Counsel has reviewed the bid submittals and supports the award of the contract.

Approval of this Resolution will allow the City Manager to execute the Notice of Intent to Award, which is sent to the IEPA for review and approval. The IEPA review process ensures that the City and contractor follow all requirements of the bidding process. Once approved by the IEPA, the Resolution also allows the City Manager to execute the Notice of Award, which is provided to the contractor, Trine Construction. Once accepted by the contractor, the Notice of Award is returned to the IEPA. This action officially accepts IEPA loan #173785 for an amount of $18,785,600, which includes construction, construction engineering, and design engineering.

Robinson Engineering will provide construction inspection and oversight of this extensive project, which is also an eligible IEPA loan expense. The Public Works Operations Division Water Distribution Section will also assist. The City has formally notified affected property owners of the project's objectives through multiple outreach efforts, including direct mailings, three town hall meetings, updates on the City's official website, and dedicated communications via the www.gettheleadoutil.com/highlandpark website. The Phase I (FY25) project has begun, with 270 lead service lines already completed. Full completion of all 600 is anticipated in FY27. The Phase II project will begin in 2026 with completion anticipated in 2028. Pertinent contract documents are available for review at the Department of Public Works, 1150 Half Day Road.

Core Priorities:

Fiscal Stability

For Phase I of the LSL project, the City accepted a 30-Year 0% LSLR loan for approximately $7.5M. For Phase II, the low bid amount received for replacing 1,050 Lead Service Lines and 700 homes with galvanized risers and related items is $18,785,600. Please note that this bid amount is based on estimated quantities that may change once verified in the field by excavation or otherwise. As the contractor completes work and submits pay requests, the invoices are reviewed by the City and our engineering consultant, and then are sent to the IEPA for review and approval. Once approved, the IEPA provides the pay request funding to the City so that payment can be made to the contractor. The total loan amount received, up to $22,007,476.73, will be based on the final quantities of the project. The repayment schedule is semiannual, beginning six months after completion of construction. Adequate funding has been allocated in the Fiscal Years 2026, 2027, and 2028 Water Capital budget for this project.

Attachments:

1. Award Recommendation
2. Bid Tab - '26 LSL Phase II Rebid
3. Notice of Intent to Award (for signature)
4. Flattened Bid Certification and Checklist_HPK_L173785 [FOR SIGNATURE]

May 18, 2026

To: Department of Public Works
1150 Half Day Road
Highland Park, IL 60035

Attn: Mr. Ron Bannon – Director of Public Works

RE: City of Highland Park
Lead Water Service Line Replacements IEPA FY26 – IEPA L173785

Dear Mr. Bannon:

We have reviewed the bids received on May 18, 2026 for the referenced project, and find them to be as follows:

Trine Construction	$18,785,600.00
Pipe Strong, LLC	$22,213,310.00
Joel Kennedy Constructing Corp.	$22,498,150.00
Five Star Energy Services, LLC	$23,711,600.00

We have reviewed the bids and found them to be accurate. We, therefore, recommend that the contract be awarded to the low bidder, Trine Construction in the amount of Eighteen Million Seven Hundred Eighty-Five Thousand Six Hundred Dollars and Zero Cents ($18,785,600.00), contingent upon receipt of a loan agreement from IEPA and a subsequent total cost adjustment change order if needed after a contract is authorized. If you have any questions, or need additional information, please contact me at your convenience.

Very truly yours,

Jonathan Flowers, PE
Engineer
(815) 412-2015
jflowers@reltd.com

RFP - Lead Service Line Replacement Project (Phase II) Re-Bid (#10162092)
Owner: Highland Park IL, City of
Solicitor: Highland Park IL, City of
05/18/2026 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Trine Construction		Pipe Strong, LLC		Joel Kennedy Constructing		Five Star Energy Services, LLC	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID							$18,353,500.00		$18,785,600.00		$22,213,310.00		$22,498,150.00		$23,711,600.00
	1	1	DRIVEWAY ACCESS, SPECIAL MOBILITY NEEDS	EACH	5	$ 1,000.00	$ 5,000.00	$ 1,279.99	$ 6,399.95	$ 55.85	$ 279.25	$ 500.00	$ 2,500.00	$ 10.00	$ 50.00
	2	2	DETECTABLE WARNINGS (SPECIAL)	SQ FT	100	$ 10.00	$ 1,000.00	$ 89.60	$ 8,960.00	$ 218.78	$ 21,878.00	$ 50.00	$ 5,000.00	$ 100.00	$ 10,000.00
	3	3	RESIDENT OUTREACH	EACH	5000	$ 50.00	$ 250,000.00	$ 256.00	$ 1,280,000.00	$ 44.35	$ 221,750.00	$ 77.00	$ 385,000.00	$ 160.00	$ 800,000.00
	4	4	LOCATING UNDERGROUND UTILITY	EACH	1200	$ 100.00	$ 120,000.00	$ 0.01	$ 12.00	$ 42.51	$ 51,012.00	$ 50.00	$ 60,000.00	$ 100.00	$ 120,000.00
	5	5	PRELIMINARY INSPECTION	HOUR	5000	$ 100.00	$ 500,000.00	$ 0.01	$ 50.00	$ 193.47	$ 967,350.00	$ 30.00	$ 150,000.00	$ 160.00	$ 800,000.00
	6	6	INLET FILTERS	EACH	30	$ 200.00	$ 6,000.00	$ 369.53	$ 11,085.90	$ 247.50	$ 7,425.00	$ 300.00	$ 9,000.00	$ 65.00	$ 1,950.00
	7	7	REMOVE AND REPLACE GALVANIZED RISERS IN METER PIT	EACH	750	$ 1,000.00	$ 750,000.00	$ 0.01	$ 7.50	$ 1,348.79	$ 1,011,592.50	$ 575.00	$ 431,250.00	$ 500.00	$ 375,000.00
	8	8	FULL LEAD WATER SERVICE REPLACEMENT, 1-1/2 (SHORT)	EACH	330	$ 9,000.00	$ 2,970,000.00	$ 8,699.76	$ 2,870,920.80	$ 7,954.03	$ 2,624,829.90	$13,300.00	$ 4,389,000.00	$13,000.00	$ 4,290,000.00
	9	9	FULL LEAD WATER SERVICE REPLACEMENT, 1-1/2 (LONG)	EACH	250	$10,000.00	$ 2,500,000.00	$ 8,960.83	$ 2,240,207.50	$ 9,281.17	$ 2,320,292.50	$14,100.00	$ 3,525,000.00	$13,100.00	$ 3,275,000.00
	10	10	FULL LEAD WATER SERVICE REPLACEMENT, 1-1/2 (EXTRA LONG)	EACH	15	$13,000.00	$ 195,000.00	$13,587.07	$ 203,806.05	$14,046.50	$ 210,697.50	$18,000.00	$ 270,000.00	$13,000.00	$ 195,000.00
	11	11	PARTIAL LEAD WATER SERVICE REPLACEMENT, 1-1/2 PUBLIC SIDE (SHORT)	EACH	240	$ 7,000.00	$ 1,680,000.00	$ 7,058.58	$ 1,694,059.20	$ 6,971.85	$ 1,673,244.00	$12,100.00	$ 2,904,000.00	$12,100.00	$ 2,904,000.00
	12	12	PARTIAL LEAD WATER SERVICE REPLACEMENT, 1-1/2 PUBLIC SIDE (LONG)	EACH	240	$ 8,000.00	$ 1,920,000.00	$ 9,159.23	$ 2,198,215.20	$ 8,003.39	$ 1,920,813.60	$12,900.00	$ 3,096,000.00	$12,200.00	$ 2,928,000.00
	13	13	PARTIAL LEAD WATER SERVICE REPLACEMENT, 1-1/2 PRIVATE SIDE	EACH	200	$ 9,000.00	$ 1,800,000.00	$ 7,628.60	$ 1,525,720.00	$ 6,870.06	$ 1,374,012.00	$12,100.00	$ 2,420,000.00	$12,000.00	$ 2,400,000.00
	14	14	PARTIAL LEAD WATER SERVICE REPLACEMENT, 1-1/2 PRIVATE SIDE (EXTRA LONG)	EACH	15	$12,000.00	$ 180,000.00	$ 8,740.92	$ 131,113.80	$11,897.87	$ 178,468.05	$14,600.00	$ 219,000.00	$12,100.00	$ 181,500.00
	15	15	LEAD FILTER PITCHER WITH SIX MONTHS OF FILTER CARTRIDGES	EACH	1500	$ 50.00	$ 75,000.00	$ 48.00	$ 72,000.00	$ 49.50	$ 74,250.00	$ 100.00	$ 150,000.00	$ 85.00	$ 127,500.00
	16	16	NEW DOMESTIC METER VAULT	EACH	700	$ 800.00	$ 560,000.00	$ 2,661.13	$ 1,862,791.00	$ 1,600.18	$ 1,120,126.00	$ 2,750.00	$ 1,925,000.00	$ 500.00	$ 350,000.00
	17	17	POST CONSTRUCTION SAMPLING	EACH	500	$ 100.00	$ 50,000.00	$ 256.00	$ 128,000.00	$ 66.00	$ 33,000.00	$ 60.00	$ 30,000.00	$ 55.00	$ 27,500.00
	18	18	INSTALL OWNER-FURNISHED METER	EACH	600	$ 400.00	$ 240,000.00	$ 1,389.07	$ 833,442.00	$ 1,508.72	$ 905,232.00	$ 500.00	$ 300,000.00	$ 500.00	$ 300,000.00
	19	19	NON-SPECIAL WASTE DISPOSAL	CU YD	30	$ 50.00	$ 1,500.00	$ 128.00	$ 3,840.00	$ 63.69	$ 1,910.70	$ 150.00	$ 4,500.00	$ 65.00	$ 1,950.00
	20	20	TRENCH BACKFILL (SPECIAL)	CU YD	20000	$ 30.00	$ 600,000.00	$ 0.01	$ 200.00	$ 133.10	$ 2,662,000.00	$ 1.00	$ 20,000.00	$ 35.00	$ 700,000.00
	21	21	TRENCH BACKFILL, SAND	EACH	1000	$ 500.00	$ 500,000.00	$ 448.00	$ 448,000.00	$ 66.55	$ 66,550.00	$ 100.00	$ 100,000.00	$ 300.00	$ 300,000.00
	22	22	TRENCH BACKFILL, CLSM	CU YD	600	$ 300.00	$ 180,000.00	$ 230.40	$ 138,240.00	$ 225.50	$ 135,300.00	$ 160.00	$ 96,000.00	$ 255.00	$ 153,000.00
	23	23	ADJUSTING 6" DIA. (OR LESS) PVC SDR 26 SANITARY SEWER SERVICE	FOOT	300	$ 500.00	$ 150,000.00	$ 118.58	$ 35,574.00	$ 1,508.34	$ 452,502.00	$ 260.00	$ 78,000.00	$ 125.00	$ 37,500.00
	24	24	INTERMITTENT CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	1200	$ 50.00	$ 60,000.00	$ 83.20	$ 99,840.00	$ 37.57	$ 45,084.00	$ 102.00	$ 122,400.00	$ 65.00	$ 78,000.00
	25	25	SIDEWALK REMOVAL	SQ FT	2000	$ 5.00	$ 10,000.00	$ 2.56	$ 5,120.00	$ 2.81	$ 5,620.00	$ 2.00	$ 4,000.00	$ 1.00	$ 2,000.00
	26	26	DRIVEWAY PAVEMENT REMOVAL	SQ YD	3200	$ 5.00	$ 16,000.00	$ 15.36	$ 49,152.00	$ 21.84	$ 69,888.00	$ 15.00	$ 48,000.00	$ 1.00	$ 3,200.00
	27	27	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	SQ FT	2000	$ 15.00	$ 30,000.00	$ 17.92	$ 35,840.00	$ 12.05	$ 24,100.00	$ 27.50	$ 55,000.00	$ 25.00	$ 50,000.00
	28	28	WARM-MIX ASPHALT DRIVEWAY PAVEMENT, 3 INCH	SQ YD	1000	$ 10.00	$ 10,000.00	$ 162.56	$ 162,560.00	$ 126.62	$ 126,620.00	$ 60.00	$ 60,000.00	$ 126.00	$ 126,000.00
	29	29	WARM-MIX ASPHALT DRIVEWAY PAVEMENT, 6 INCH	SQ YD	200	$ 20.00	$ 4,000.00	$ 195.84	$ 39,168.00	$ 138.50	$ 27,700.00	$ 100.00	$ 20,000.00	$ 145.00	$ 29,000.00
	30	30	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	2000	$ 35.00	$ 70,000.00	$ 198.40	$ 396,800.00	$ 152.74	$ 305,480.00	$ 120.00	$ 240,000.00	$ 195.00	$ 390,000.00
	31	31	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	100	$ 40.00	$ 4,000.00	$ 256.00	$ 25,600.00	$ 168.01	$ 16,801.00	$ 170.00	$ 17,000.00	$ 210.00	$ 21,000.00
	32	32	STAMPED COLORED PORTLAND CEMENT CONCRETE	SQ YD	50	$ 300.00	$ 15,000.00	$ 326.40	$ 16,320.00	$ 643.23	$ 32,161.50	$ 350.00	$ 17,500.00	$ 38.00	$ 1,900.00
	33	33	CLASS D PATCHES, 6 INCH	SQ YD	3800	$ 80.00	$ 304,000.00	$ 84.31	$ 320,378.00	$ 190.92	$ 725,496.00	$ 100.00	$ 380,000.00	$ 150.00	$ 570,000.00
	34	34	CLASS D PATCHES, 12 INCH	SQ YD	400	$ 150.00	$ 60,000.00	$ 110.27	$ 44,108.00	$ 221.47	$ 88,588.00	$ 200.00	$ 80,000.00	$ 185.00	$ 74,000.00
	35	35	CLASS B PATCHES, 7 INCH (SPECIAL)	SQ YD	400	$ 250.00	$ 100,000.00	$ 302.40	$ 120,960.00	$ 206.19	$ 82,476.00	$ 190.00	$ 76,000.00	$ 220.00	$ 88,000.00
	36	36	SODDING, SPECIAL	SQ YD	15000	$ 30.00	$ 450,000.00	$ 25.60	$ 384,000.00	$ 18.67	$ 280,050.00	$ 25.00	$ 375,000.00	$ 45.00	$ 675,000.00
	37	37	SUPPLEMENTAL WATERING	EACH	1000	$ 50.00	$ 50,000.00	$ 64.00	$ 64,000.00	$ 151.59	$ 151,590.00	$ 1.00	$ 1,000.00	$ 100.00	$ 100,000.00
	38	38	ABANDONMENT, CORPORATION STOP	EACH	1000	$ 800.00	$ 800,000.00	$ 664.00	$ 664,000.00	$ 125.73	$ 125,730.00	$ 50.00	$ 50,000.00	$ 200.00	$ 200,000.00
	39	39	ABANDONMENT, METER PIT	EACH	1000	$ 500.00	$ 500,000.00	$ 25.60	$ 25,600.00	$ 829.78	$ 829,780.00	$ 25.00	$ 25,000.00	$ 400.00	$ 400,000.00
	40	40	ABANDONMENT, INTERIOR	EACH	800	$ 50.00	$ 40,000.00	$ 1.00	$ 800.00	$ 589.46	$ 471,568.00	$ 25.00	$ 20,000.00	$ 100.00	$ 80,000.00
	41	41	ABANDONMENT, OTHER	EACH	20	$ 1,000.00	$ 20,000.00	$ 949.56	$ 18,991.20	$ 1,957.23	$ 39,144.60	$ 500.00	$ 10,000.00	$ 1,000.00	$ 20,000.00
	42	42	WATER SERVICE LINE FREEZING	EACH	10	$ 500.00	$ 5,000.00	$ 6,400.00	$ 64,000.00	$ 880.00	$ 8,800.00	$ 500.00	$ 5,000.00	$ 1,000.00	$ 10,000.00
	43	43	HOT WATER HEATER REMOVAL AND REPLACEMENT	EACH	30	$ 3,000.00	$ 90,000.00	$ 1,599.63	$ 47,988.90	$ 3,662.30	$ 109,869.00	$ 2,800.00	$ 84,000.00	$ 1,400.00	$ 42,000.00
	44	44	HOT WATER HEATER REMOVE AND REINSTALL	EACH	30	$ 2,000.00	$ 60,000.00	$ 799.63	$ 23,988.90	$ 1,647.38	$ 49,421.40	$ 800.00	$ 24,000.00	$ 1,000.00	$ 30,000.00
	45	45	FLAGSTONE REMOVAL AND REINSTALLATION	SQ FT	200	$ 80.00	$ 16,000.00	$ 83.20	$ 16,640.00	$ 255.04	$ 51,008.00	$ 60.00	$ 12,000.00	$ 100.00	$ 20,000.00
	46	46	GRANITE BLOCK PAVER REMOVAL AND REINSTALLATION	SQ FT	200	$ 80.00	$ 16,000.00	$ 108.80	$ 21,760.00	$ 94.74	$ 18,948.00	$ 50.00	$ 10,000.00	$ 100.00	$ 20,000.00
	47	47	BRICK PAVER REMOVAL AND REINSTALL	SQFT	1000	$ 50.00	$ 50,000.00	$ 47.36	$ 47,360.00	$ 147.38	$ 147,380.00	$ 30.00	$ 30,000.00	$ 100.00	$ 100,000.00
	48	48	INTERIOR METER CONDUIT	FOOT	400	$ 300.00	$ 120,000.00	$ 223.91	$ 89,564.00	$ 377.18	$ 150,872.00	$ 50.00	$ 20,000.00	$ 12.00	$ 4,800.00
	49	49	SPRINKLER/IRRIGATION SYSTEM REPAIR - COMPLETE	EACH	30	$ 1,000.00	$ 30,000.00	$ 3,439.30	$ 103,179.00	$ 116.29	$ 3,488.70	$ 600.00	$ 18,000.00	$ 100.00	$ 3,000.00
	50	50	LANDSCAPING, SPECIAL	EACH	50	$ 500.00	$ 25,000.00	$ 1,280.00	$ 64,000.00	$ 1,508.34	$ 75,417.00	$ 500.00	$ 25,000.00	$ 95.00	$ 4,750.00
	51	51	TREE PROTECTION	FOOT	2000	$ 10.00	$ 20,000.00	$ 10.24	$ 20,480.00	$ 25.10	$ 50,200.00	$ 10.00	$ 20,000.00	$ 45.00	$ 90,000.00
	52	52	TREE ROOT PRUNING, 24 INCHES DEEP	FOOT	200	$ 100.00	$ 20,000.00	$ 38.40	$ 7,680.00	$ 36.30	$ 7,260.00	$ 25.00	$ 5,000.00	$ 65.00	$ 13,000.00
	53	53	TREE REMOVAL (OVER 15 INCHES DIAMETER)	INCH	300	$ 100.00	$ 30,000.00	$ 55.00	$ 16,500.00	$ 53.90	$ 16,170.00	$ 40.00	$ 12,000.00	$ 155.00	$ 46,500.00
	54	54	TREE REMOVAL (6 TO 15 INCHES DIAMETER)	INCH	300	$ 200.00	$ 60,000.00	$ 45.00	$ 13,500.00	$ 86.90	$ 26,070.00	$ 60.00	$ 18,000.00	$ 155.00	$ 46,500.00
	55	55	TREE PLANTING IN CITY PARKWAYS	EACH	30	$ 1,000.00	$ 30,000.00	$ 2,240.00	$ 67,200.00	$ 465.96	$ 13,978.80	$ 1,200.00	$ 36,000.00	$ 2,500.00	$ 75,000.00
	56	56	PUBLIC INFORMATION SIGNING	LSUM	10	$ 500.00	$ 5,000.00	$ 1,587.71	$ 15,877.10	$ 203.50	$ 2,035.00	$ 900.00	$ 9,000.00	$ 2,000.00	$ 20,000.00
Base Bid Total:							$18,353,500.00		$18,785,600.00		$22,213,310.00		$22,498,150.00		$23,711,600.00

ATTACHMENT B

NOTICE OF INTENT TO AWARD

To: Trine Construction

1041 Trine Ct.

St. Charles, IL 60174

Project Description: Lead Water Service Line Replacements IEPA FY26 L173785

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated April 15, 2026 and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of $18,785,600.00.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of _____

City of Highland Park

OWNER

By: _____

Title: _____

Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield, Illinois • 62794-9276 • 217-782-3397

BIDDING REVIEW CERTIFICATION AND CHECKLIST FOR CONSTRUCTION CONTRACTS

Loan Applicant: City of Highland Park Loan Number: L17 3785

Project Description: Lead Water Service Line Replacements - IEPA FY26

YES	NO	N/A	DOCUMENTATION REQUIRED FOR BID APPROVAL
☒	☐		**1.** The Bid Advertisement was published in a **DAILY** regional newspaper, Dodge Reports (http://dodgeprojects.construction.com/), or approved equivalent. The ad notified bidders that this procurement is subject to regulations contained in the Procedures for Issuing Loans from the WPCLP or the PWSLP (**circle one**), the Davis-Bacon Act, the Employment of IL Workers on Public Works Act, the federal "Build America, Buy America Act", and the Loan Applicant's policy on the increased use of DBEs. [Ref. 662.620(b) or 365.620(b)].
☒	☐		**a.** A copy of both the Newspaper Ad and the Certificate of Publication are attached **OR** a screenshot of the online ad is attached along with a payment receipt.
			b. Name of Newspaper or Equivalent: Chicago Sun Times
			c. Date of Publication: 4/15/2026
			d. Date of Bid Opening: 5/18/2026
			e. Bid Expiration Date: +120 days September 15, 2026
☒	☐		**2.** A copy of the Bid Tabulation is attached. [Ref. 662.620(e)(2)(B) or 365.620(e)(2)(B)].
			a. Number of bids received: 4
			b. Amount of lowest BASE bid: $ 18,785,600.00
			c. Amount of highest BASE bid: $ 23,711,600.00
☒	☐		**3.** A copy of the proposal (bid) signed by selected contractor is attached. [662.620(e)(2)(D) or 365.620(e)(2)(D)]
☒	☐		**4.** The Consultant's Analysis of Bids and Recommendation to Award is attached. [Ref. 662.620(e)(2)(F) or 365.620(e)(2)(F)]
☒	☐		**5.** Applicant has prepared a Notice of Intent to Award and a copy is attached. [Ref. 662.620(e)(2)(E) or 365.620(e)(2)(E)]. The notice is dated: _____
			a. If any bid alternates (deductive or additive) were accepted, list and include costs. _____
☐	☐	☒	**b.** Accepted Bid Alternates were approved by the Agency's Permit Section?
☒	☐	☐	**6.** The applicant received a minimum 5% Bid Bond or Cashier's Check from the selected contractor and a signed Power of Attorney (for bid bond only). A copy is attached. [Ref. 662 or 365.620(e)(2)(F)].
☒	☐		**7.** Selected contractor submitted the lowest, responsive, responsible bid.
☐	☐	☒	**a.** If not, is written justification disqualifying the apparent low bidder attached? [Ref. 662.620(e)(4) or 365.620(e)(4)].
☐	☒		**b.** Has the selected contractor been debarred or suspended? Information may be verified at: https://www.sam.gov/
☐	☒		**c.** Are there any appeals or protests? Ref. 662.640 or 365.640. **If YES**, alert Illinois EPA.
☐	☐	☒	**8.** Has the Illinois Environmental Protection Agency (Illinois EPA) issued a valid construction permit for this project? [Ref. 662.350(c) or 365.350(c)].
			a. **If YES**, provide the Issue Date and Permit No.: _____
			b. **If NO**, provide an explanation.: _____

YES	NO	N/A	DOCUMENTATION REQUIRED FOR BID APPROVAL (CONT.)
☒	☐		**9.** Bid quantities, major equipment, and suppliers are consistent with the Agency approved Plans & Specifications and/or Illinois EPA Construction Permit.
☐	☐	☒	**a.** **If NO**, has Agency approved the changes? (Changes must be approved by Permit Section). If not, provide an explanation.
☐	☒		**10.** Were any addenda issued during the bidding period? [Ref. 662.620(d) or 365.620(d)].
☐	☐	☒	**a.** Copies of all Addenda are attached. All addenda require Agency approval and must be consistent with approved planning.
☐	☐	☒	**b.** Addenda were distributed to all prospective bidders?
☐	☐	☒	**c.** The following addenda were previously submitted & approved by Illinois EPA? Addenda Numbers: _____
☐	☐	☒	**d.** The following addenda will be approved at the time of bid review? Addenda Numbers: _____
☐	☐	☒	**e.** If a supplemental construction permit was issued due to addenda, a copy is attached.
☒	☐		**11.** The signed bid proposal contains the Non-Collusion and Certification Statements. [Ref. 662.620(c)(6) or 365.620(c)(6)]. **Page No.:** 19
			12. Davis-Bacon Wage Act Compliance - The bid proposal **OR** the contract documents must include the Davis-Bacon Wage Act language (verbatim) as contained within Illinois EPA's example documents. Wage Rate Determinations are normally set on the bid opening date and are available at https://www.sam.gov/wage-determinations. [Ref. 662.620(f)(3) or 365.620(f)(3)]
☒	☐		**a.** Davis-Bacon language is in the bidder's PROPOSAL. **Page No.:** 24
☒	☐		**b.** Davis-Bacon language is in the CONTRACT documents. **Page No.:** 24
☒	☐		**c.** A copy of the applicable Wage Rate Determinations is attached.
			13. The following certifications were received from the selected contractor.
☒	☐		**a.** Certification of Nonsegregated Facilities. [Ref. 662.620 or 365.620(f)(6)] **Page No.:** 13
☒	☐		**b.** Certificate Regarding Bid Rigging & Rotating (Criminal Code 33E) [Ref. 662.620(c)(6)(A)(iii) or 365.620(c)(6)(A)(iii)] **Page No.:** 6 of 105
☒	☐		**c.** Certificate Regarding Debarment, Suspension, and other Responsibility Matters. [Ref. 662.620(f)(5) or 365.620(f)(5)] **Page No.:** 15
☒	☐		**d.** Certification that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States. [Build America, Buy America Act]. **Page No.:** 61
☒	☐		**14.** General contractor's **FEIN:** 36-2881668 & **Unique ID #:** Z7CJB4CQJ993
☒	☐		**15.** Federal DBE requirements for this project have been met? (40 CFR Part 33) See attached Pages 3 thru 4. Guidance is available on Illinois EPA's website. [Ref. 662.620(f)(4) or 365.620(f)(4)].
☒	☐		**16.** Construction contract completion date OR length of time to complete the project: 820 (date/days). The substantial and/or final completion date(s)/time(s) is in the Contract Documents. **Page No.:** Special Provisions Page 2, and IEPA Front End Specifications Page 1
☐	☒		**17.** Contractor's list of subcontractors submitting quotes is attached. **If NO**, provide an explanation.
☒	☐		**18.** For line-item bids only: Has the Illinois EPA EXCEL line-item spreadsheet been submitted to Illinois EPA?

DISADVANTAGED BUSINESS ENTERPRISE REVIEW
CONSTRUCTION CONTRACTS/EQUIPMENT WITH LABOR INVOLVED

LOAN APPLICANT RESPONSIBILITIES

YES	NO	N/A	
☒	☐	☐	**1.** The Loan Applicant has submitted evidence of placing an "advertisement for bids" in a **DAILY**, regional newspaper for a minimum of one day. The advertisement must state, "this procurement is subject to the Loan Applicant's policy regarding the increased use of Disadvantaged Business enterprises". See Item #1 of the "Bidding Review Checklist" and the example advertisement contained within Illinois EPA's "Front End Documents". If an online advertisement was placed with the "Dodge Reports" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a receipt must be attached.
☒	☐	☐	**2.** Length of bidding period by Loan Applicant allows the potential prime contractor time to advertise for DBE subcontractors. The recommended time is 45 days and the minimum is generally 30 days. 30 Days
☐	☒	☐	**3.** Loan Applicant held a Pre-bid meeting for potential bidders? A Pre-bid meeting is highly recommended. _____ Date of Pre-Bid Meeting

BIDDER/PRIME CONTRACTOR RESPONSIBILITIES

YES	NO	N/A	
☐	☐	☒	**1.** **Completed, signed certification from the bidder(s)**, attesting that the bidder will award no subagreements, including the procurement of equipment, materials, supplies, and services, in the performance of this contract. **OR**
☒	☐	☐	**2.** "Certificate of Publication" and copy of the advertisement from a **DAILY**, regional newspaper is attached. If the certificate is not available other evidence/proof of publication such as actual page from the newspaper **may** be accepted. If an online advertisement was placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a receipt must be attached. All advertisements must run one day at least 16 days prior to bid opening. **a.** Date of Bidder Advertisement: 4/20/2026 **b.** Date of Bid Opening: 5/18/2026
☐	☐	☒	**3.** If DBEs will be utilized, a completed **Illinois EPA DBE Form #3** from each Disadvantaged Business to be utilized attesting that they are a Disadvantaged Business. This form must be signed by the Prime Contractor and Subcontractor, and include the DBE's name, address, telephone number, a description of the work, DBE certifying Agency, and estimated cost of the subcontract.
☐	☐	☒	**4.** If DBEs will be utilized, a signed certification from the Prime Contractor attesting that the prime contractor has no dominating or conflict of interest with the Disadvantaged Business Enterprise to be utilized. **Illinois EPA DBE Form #1** contains this phrase and may be used for this purpose.
☐	☐	☒	**5.** Names, addresses, telephone numbers of Disadvantaged Businesses which submitted proposals, but will not be utilized. Justification for their non-utilization must be provided. **Illinois EPA DBE Form #1** may be used to report this information.
☐	☒	☐	**6.** In instances where the bidder(s) does not receive any inquiries or proposals from Disadvantaged Businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no responses or proposals were received. **Illinois EPA DBE Form #1** may be used to report this information.
☐	☒	☐	**7.** Prime contractor's list of **all DBE and non-DBE subcontractors** submitting proposals/quotes is attached. List will include names, addresses, e-mails, phone numbers, DBE status, and what work the entity bid or quoted (painting, welding, supplies, etc.). List will be maintained during the project & made available upon request. **Illinois EPA DBE Form #4** may be used to report this information.

RESPONSIBILITY DETERMINATION

YES	NO	N/A
☐	☐	☒

1. The Prime Contractor (low, responsive, responsible bidder) must provide DBE subcontractors that have been selected to perform work with a Letter of Intent signed by the Prime Contractor and the DBE subcontractor. The Letter of Intent must describe work that will be performed by the subcontractor and the price of the work. **(Illinois EPA DBE Form #3 may be used in lieu of a letter).**

LOAN APPLICANT SIGNATURE

By signing this document, I certify that the above information is, to the best of my knowledge, true and accurate. I agree to fully comply with the State of Illinois' Procedures for Issuing Loans from the Water Pollution Control Loan Program and/or the Procedures for Issuing Loans from Public Water Supply Loan Program. Furthermore, the proposal is consistent with approved specifications for this loan project in terms of quantity, description, and eligibility. I understand that DBE forms and guidance documents may be obtained from the Illinois EPA website or by contacting the Infrastructure Financial Assistance Section at 217-782-2027.

Authorized Representative's Printed Name: Ghida S. Neukirch Title: City Manager

Authorized Representative's Signature: _____ Date: _____

BELOW THIS LINE FOR ILLINOIS EPA USE ONLY

This proposal is approved for award to _____ (insert contractor's name) in the allowable amount of $ _____ which includes the base bid and any accepted alternates. Ineligible contract costs of $ _____ were removed. All addenda (Items 10 C &D) have been approved by IFAS and Permits (if necessary). _____ (PM initial)

PM's Signature: _____ Date: _____

Supervisor's Concurrence: _____ Date: _____

Comments:

CLEAR FORM

Staff Report

Meeting Date: May 27, 2026

Staff Contact: Ron Bannon, Director of Public Works

Department: Public Works Department

Title: A Resolution Approving a Local Public Agency Agreement with the Illinois Department of Transportation for the Sheridan Road Sidewalk Project

Recommendation:
Staff recommends passage of a Local Public Agency Appropriation Resolution and execution of the Joint Funding Agreement for Federally Funded Construction Agreement with the Illinois Department of Transportation (IDOT) for the construction of a sidewalk and retaining wall on the east side of Sheridan Road. This project has been extensively discussed and is included in the FY 2026 Capital Improvement Plan budget.

Policy Consideration:
The Sheridan Road Sidewalk Project will construct a new 5-foot-wide (with a 2-foot buffer) sidewalk along the east side of Sheridan Road from Cedar/Dean Avenue to Roger Williams Avenue. This important public safety enhancement will connect to the existing sidewalks at the north/south at these locations, closing the only sidewalk gap of Sheridan Road within Highland Park. The terrain in this area is challenging, with ravines and steep roadside slopes, necessitating the addition of retaining walls in certain areas to minimize impacts to adjacent residential properties. The project will incorporate Jens Jensen aesthetic elements, including a Jens Jensen-style stone veneer on the retaining walls.

Sheridan Road is an Illinois Department of Transportation (IDOT) road and is under the state's jurisdiction, so any capital construction work performed must be done via permit or agreement. The City is also coordinating the sidewalk work with IDOT's future two-culvert replacement project (one near Lakewood Place and the other near the entrance to Rosewood Beach). As such, IDOT completed tree removal for both projects over the winter in order to protect the endangered Northern Long-Ear Bat.

The City has engaged in public outreach throughout the design process of this project. Public meetings and open houses for the Sheridan Road Sidewalk project have taken place as follows; in addition, the City has held several small group meetings with residents to discuss the project.

- July 19, 2016
- July 25, 2016 (COTW)
- June 12, 2017
- March 18, 2021
- November 1, 2022
- June 4, 2025
- August 11, 2025 (City Council Meeting)

The City received a grant from the Illinois Department of Commerce and Economic Opportunity (DCEO) in the amount of $1,650,000 and a federal grant from the Illinois Transportation Enhancement Program (ITEP) in the amount of $659,800 for this project.

Due to the use of federal funding, this project is led by IDOT. As such, the project was advertised by IDOT on their letting schedule. On April 24, 2026, IDOT notified that the low bidder was Alliance Contractors, Inc., in the amount of $3,060,718.30. Per IDOT regulations, bid tabs are not released until after a contract is executed.

In order to formally accept the low bid, the City must both pass a Local Public Agency Appropriation Resolution and execute the Joint Funding Agreement for Federally Funded Construction document. These documents are then sent to IDOT for review and award of the contract. If the project is not awarded within 45 calendar days of the letting, the low bidder can be released from their bid without consequences.

City staff will continue to promote the City's infrastructure investment pertaining to this project via the e-news and social media, as necessary. Communication tools in addition to traditional messaging include US MAIL, door hangers, and message boards. Public improvement signage shall be placed on streets. The contract requires traffic control protection measures to be placed during repair hours. Regular updates on the FY 2026 public infrastructure CIP projects are posted on the City's website, www.cityhpil.com/construction.

The project is scheduled to begin in July 2026 with completion in November 2026. Final landscaping will be performed under a separate contract in the spring of 2027. Ciorba Group, Inc. performed the design of this project and will also provide Phase III construction inspection services. The Public Works Engineering Division staff will manage the overall project. Pertinent documents are available for review at the Department of Public Works, 1150 Half Day Road.

Core Priorities:

Fiscal Stability

The City has received two grants for this project: a grant from the Illinois Department of Commerce and Economic Opportunity (DCEO) in the amount of $1,650,000 and a federal grant from the Illinois Transportation Enhancement Program (ITEP) in the amount of $659,800. There is sufficient funding within the FY 2026 Capital Improvement Plan budget for the low bid construction amount of $3,060,718.30.

Public Safety
The addition of a sidewalk in this area of Sheridan Road dramatically improves public safety by giving pedestrians a protected, predictable space separated from vehicle traffic. This reduces collision risk, improves visibility for both drivers and walkers, and encourages safer routes for children, older adults, and anyone with mobility challenges.

Attachments:
1. HP - Resolution Approving IDOT Local Agency Agreement (Sheridan Rd Sidewalks and Retaining Wall)

City of Highland Park

Resolution No. _____

A Resolution Approving a Local Agency Agreement with the Illinois Department of Transportation for the Sheridan Road Sidewalk Project

WHEREAS, Sheridan Road is a public right-of-way located in part within the City and owned and maintained in part by the State of Illinois, through its Department of Transportation (***"IDOT"***); and

WHEREAS, IDOT issues grants through its Illinois Transportation Enhancement Program (***"ITEP"***) for community-based projects that enhance the transportation experience by improving the cultural, historic, aesthetic, and environmental aspects of transportation infrastructure; and

WHEREAS, the City has received an ITEP grant (***"Grant"***) from IDOT to cover a portion of the costs of constructing and installing a retaining wall and sidewalk improvements along an approximately 0.56-mile-long portion of the east side of Sheridan Road, located between Dean Avenue/Cedar Avenue and Roger Williams Avenue (***"Project"***); and

WHEREAS, as a condition of receiving the Grant, the City must enter into a local agency agreement with IDOT for the Project (***"Local Agency Agreement"***); and

WHEREAS, IDOT further requires, as a condition of the Local Agency Agreement, that the City commit funding for its share of the required local match, which is estimated to be approximately $ 3,063,200.00 ; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City to enter into the Local Agency Agreement with IDOT and commit the necessary funding for the City's local match;

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 LOCAL AGENCY AGREEMENT. The Local Agency Agreement by and between the City and IDOT is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by Corporation Counsel.

SECTION THREE: EXECUTION OF LOCAL AGENCY AGREEMENT. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the Local Agency Agreement and all necessary documentation related thereto.

SECTION FOUR: PLEDGE OF CITY FUNDING. The City Council hereby pledges the City's intent to fund, for completion of the Project, an amount sufficient for its required local match for the Project, which amount is currently estimated as $ 3,063,200.00

SECTION FIVE: 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

LOCAL AGENCY AGREEMENT

Illinois Department of Transportation

Joint Funding Agreement for Federally Funded Construction

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Highland Park	Lake	19-00137-00-BT

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
ITEP-State	143097	CMAP	10-25-0007

Construction

State Job Number	Project Number
C-91-210-25	

☐ Local Let/Day Labor ☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Sheridan Road	FAU 3506	0.56 MI	01.21	01.77

Location Termini

Dean Avenue/Cedar Avenue to Roger Williams Avenue

Current Jurisdiction	Existing Structure Number(s)	
IDOT	NA	Remove

PROJECT DESCRIPTION

Sidewalk and retaining wall construction on the east side of Sheridan Road.

Local Public Agency	Section Number	State Job Number	Project Number
City of Highland Park	19-00137-00-BT	C9121025	

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.

1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

a. Pursuant to a funding failure as provided under Article 1.1.

b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.

2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.

2.3 Bribery**.** The **LPA** certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

2.4 Bid Rigging**. LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that it's officials:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.7 Construction of Fixed Works**.** The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

2.8 Criminal Convictions**.** The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA**'s employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.

2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. *See* 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.
Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA**'s calculation of federal funds expended by the **LPA** for Single Audit purposes.

3.2 STATE Audits: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.

3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

3.4 Accessibility of Records. The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE**'s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.

3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work

4.2 LPA Appropriation Requirement. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.

4.3 Reimbursement Requests: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

4.4 Financial Integrity Review and Evaluation (FIRE) program: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.5 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA.**

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

5.12 That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☒	6.	Change in Agreement Provisions
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
City of Highland Park	19-00137-00-BT	C9121025	

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Nancy Rotering

Title of Official

Mayor

Signature | Date

The above signature certifies the agency's TIN number is

366005924 conducting business as a Governmental Entity.

DUNS Number 074577453

UEI UQMLM2TC1YF7

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Michael Prater, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Highland Park	Lake	19-00137-00-BT	C-91-210-25	

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction				ITEP-State	$636,800.00	*	Local	$3,045,760.00	BAL	$3,682,560.00
Non-Participating Construction							Local	$17,440.00	100%	$17,440.00
Total			Total	$636,800.00		Total	$3,063,200.00		$3,700,000.00	

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum STATE (ITEP) participating 80%, NTE $636,800
~Non-Participating Construction include but not limited to brick pavers special.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Project Location Map

Sheridan Road Sidewalk

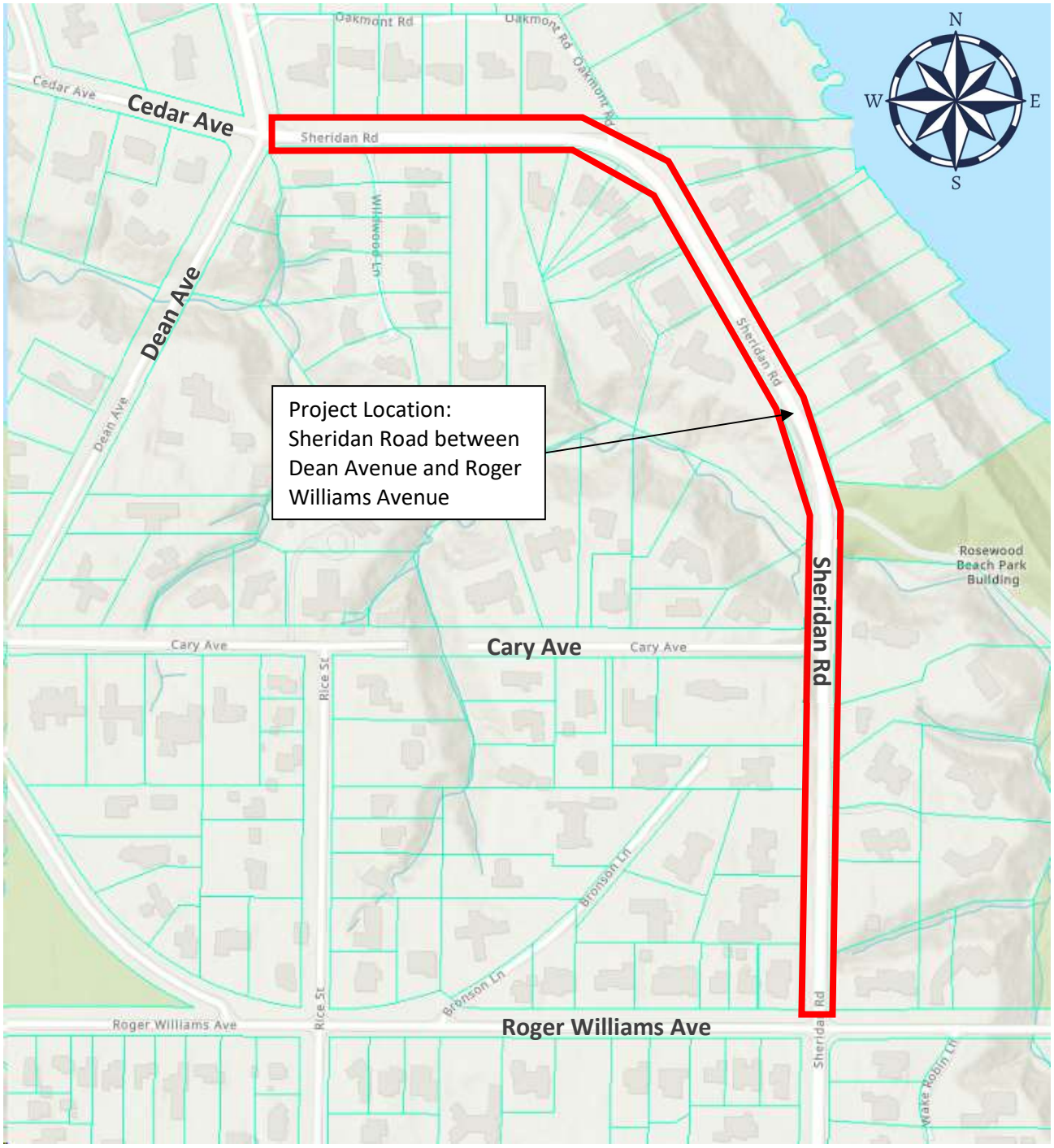
City of Highland Park

Lake County, Illinois

Township 43N, Range 12E, Sections 25 & 36

Moraine Township

Section No.: 19-001367-00-BT



SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
City of Highland Park	19-00137-00-BT	Lake		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	**0 points** - no significant changes in the last 4 or more years; **1 point** - minor changes, but majority of key staff and officials have not changed in the last 4 years; **2 points** - significant key staff or elected leadership changes within the last 3 years; **3 points** - significant key staff and elected leadership changes within the last 3 years	0
	What is the LPA's history with federal-aid funded transportation projects?	**0 points** - One or more federal-aid funded transportation projects initiated per year; **1 point** - At least one project initiated within the past three years; **2 points** - AT least one project initiated within the past 5 years; **3 points** - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	**0 points -** Full-time employee with experience designated as being in "responsible charge"; **1 point** - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; **2 points** - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; **3 points** - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	**0 points** - No; **1 point** - Delays of 6 or more months; **2 points** - Delays of up to 1 year; **3 points** - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	**0 points** - yes; **3 points** - no	0
	What is the LPA's accounting system?	**0 points** - Automated accounting software; **1 point** - Spreadsheets; **2 points** - paper only; **3 points** - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	**0 points** - yes; **3 points** - no	0
Audits	When was the last time a financial statement audit was conducted?	**0 points** - in the past year; **1 point** - in the past two years; **2 points** - in the past three years; **3 points** - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	**0 points** - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; **1 point** - Financial review?; **2 points** Other type? or no audit required; **3 points** - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	**0 points** - no; **3 points** - yes, or no audits required	0
	Have the findings been resolved?	**0 points** - yes or no findings; **1 point** - in progress; **3 points** - no	0

Summary of Risk	
General History of Performance	0
Financial Controls	0
Audits	0
Total	0

District Review Signature & Date

Fely Gregorio Digitally signed by Fely Gregorio Date: 2026.01.09 06:28:49 -06'00'

Central Office Review Signature & Date

Teresa Cline Digitally signed by Teresa Cline Date: 2026.01.17 10:36:59 -06'00'

Additional Requirements? ☐ Yes ☒ No

Local Public Agency	Section Number	State Job Number	Project Number
City of Highland Park	19-00137-00-BT	C9121025	

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did City of Highland Park (LPA) expend more than $750,000 in federal funds in aggregate from all federal sources?

   ☒ Yes ☐ No

2. Does the City of Highland Park (LPA) anticipate expending more than $750,000 in federal funds in aggregate from all federal sources in the current City of Highland Park (LPA) fiscal year?

   ☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if $750,000 or more in federal funds are expended in a single fiscal year.

   a. Has the City of Highland Park (LPA) performed a single audit for their previous fiscal year?

   ☒ Yes ☐ No

   i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)*?

   ☒ Yes ☐ No

   b. For the current fiscal year, does the City of Highland Park (LPA) intend to comply with Subpart F of 2 CFR 200?

   ☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Ron Bannon	Director of Public Works	City of Highland Park

Signature & Date

Ron Bannon Digitally signed by Ron Bannon
Date: 2026.01.07 13:32:03 -06'00'

SCHEDULE 6

An addendum to the Local Agency Agreement

CITY OF HIGHLAND PARK
FAU 3506 / Sheridan Road
Section No.: 19-00037-00-BT
Job No.: C-91-210-25

CHANGES IN "AGREEMENT PROVISIONS"
UNDER "IT IS MUTUALLY AGREED":

The following items are added:

7. All installation costs for the new Rectangular Rapid Flashing Beacons (RRFB), associated signage, pavement markings and maintenance expenses shall be borne by the City of Highland Park (LPA). The LPA must adhere to the **current** FHWA RRFB **publication approval requirements.**

8. The LPA will maintain the new Rectangular Rapid Flashing Beacons (RRFB) below through its electrical maintenance contractor.

9. Upon acceptance of the Rectangular Rapid Flashing Beacons (RRFB) by the STATE the financial responsibility for maintenance for the operation of the Rectangular Rapid Flashing Beacons (RRFB) at the intersection shall be proportioned as follows:

	MAINTENANCE	**ELECTRICAL ENERGY**
Rectangular Rapid Flashing Beacons on Sheridan Road at Cary Ave	0% STATE 100% Highland Park	0% STATE 100% Highland Park

10. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through Sheridan Road which requires modernization or reconstruction to roadway then the LPA agrees to be financially responsible for all costs to relocate or reconstruct the Rectangular Rapid Flashing Beacons (RRFB) with the STATE's proposed improvement.

11. The LPA is responsible for inspecting pavement markings and replacing them as necessary to ensure proper motorist, pedestrian, and bicyclist guidance and ensure that stop bars, symbols and crosswalks are in good condition.

    All costs associated with the installation, future maintenance, or replacement of non-standard Department equipment, finish or hardware shall be the sole responsibility of the LPA. This includes, but is not limited to, painting of the signal hardware, aesthetic poles, etc.

12. Upon final field inspection of the improvement, the LPA agreed to maintain, or cause to be maintained, those portions of the improvement which are not maintained by the STATE.

13. The LPA agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the segmental concrete block wall and retaining walls with the non-standard fencing and decorative railing. The LPA further agrees to indemnify and hold harmless the STATE, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description

arising from, growing out of, or connected with the operation of the segmental concrete block wall and retaining walls with the non-standard fencing and decorative railing.

14. If, in the future, the STATE adopts a roadway or traffic signal improvement on which requires modification, relocation or reconstruction to said segmental concrete block wall and retaining walls with the non-standard fencing and decorative railing, then the LPA hereby agrees to be financially responsible for its proportionate share of costs to modify, relocate or reconstruct retaining walls with the non-standard fencing and decorative railing in conjunction with the STATE's proposed improvement.

All provisions, conditions, restrictions, and requirements of this agreement shall be binding upon and inure to the benefit of the successors, assigns, administrators, executors or heirs of the parties hereto.

Staff Report

Meeting Date: May 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 Hydrant Flushing Contract to M.E. Simpson Company, Inc. of Valparaiso, Indiana

Recommendation:
Staff recommends award of the Annual Hydrant Maintenance and Flushing Program contract through Municipal Partnering Initiative (MPI) bid to M.E. Simpson Co, Inc. This annual routine maintenance program was approved as part of the FY 26 Public Works Department budget.

Policy Consideration:
A major component of the City's water distribution infrastructure maintenance includes hydrant maintenance and hydrant flushing services. The hydrant flushing program includes exercising and verifying the functionality of the hydrants, obtaining accurate fire flow testing statistics, and improving water quality by flushing out water mains. Flow testing of fire hydrants also serves as a means of evaluating the overall condition of the water distribution system.

As part of the 2026 Annual Hydrant Maintenance and Flushing Program, hydrants will be serviced, flushed, and fire flow tested per the American Water Works Association (AWWA) M17 Standard. Maintenance and test results are recorded and tracked in real time utilizing a mobile Collector or Field Maps Application and the City's Geographic Information System (GIS) mapping system. Any deficiencies or problems that are found with the hydrants or distribution system are reported to the Water Distribution Section for corrective action. Areas within the water distribution system demonstrating lower than desired fire flow numbers are investigated so that a corrective action plan can be established, including possible upgrades or replacements to be included in the City's 10-yr Capital Improvement Program (CIP).

The City has approximately 1,804 hydrants within the water distribution system. The Department of Public Works completes hydrant flushing of the entire City in a two-year cycle, servicing approximately half of the total hydrants each year. The City also performs hydrant flushing services for the Park District of Highland Park in order to maintain integrity of the system. Because hydrants are directly connected to the potable water distribution system, it is critical that

they are working properly. Flushing helps to ensure the quality of water being distributed to the residents as well as its availability for fire response.

On March 30, 2026, Municipal Partnering Initiative (MPI) members, including the City of Highland Park and the Village of Morton Grove, received three (3) sealed bid proposals for the Annual Hydrant Maintenance and Flushing Program. Staff recommends awarding the contract to, M.E. Simpson Co., Inc., the lowest responsible contractor with a long-standing and positive working relationship with the City. M.E. Simpson has consistently demonstrated reliability, responsiveness, and adherence to project specifications.

In reviewing bid results, Hydromax USA, based in Flower Mound, Texas, was not identified as the lowest responsible bidder due to non-compliance with the Special Provisions as outlined in the contract. Specifically, the need to maintain a primary office or operational facility within a 150-mile radius of the project area, as well as concerns regarding the availability of locally trained personnel.

This project will be managed by the Water Distribution Section of Public Works, and informational signage will be placed in flushing areas one day prior to the scheduled date of flushing. Regular hydrant flushing updates will be posted on the City's website, www.cityhpil.com, under Construction Projects Interactive Map. The project is scheduled to begin in spring with an anticipated completion by fall. Pertinent contract documents are available for review at the Department of Public Works, 1150 Half Day Road.

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

Core Priorities:

Fiscal Stability

Over the past three years, the City has spent the amounts below:

Budget Year	2023	2024	2025
Amount	$41,600	$41,650	$0

In FY 2025, the City was not able to enter into a contract for services. Hydrants were still maintained by City Public Works personnel. The FY 26 Water Distribution Section budget contains sufficient water funds to pay for this annual maintenance program.

Attachments:

1. Resolution Hydrant Flushing

2. Bid Tab - '26 Hydrant Flushing
3. M.E. Simpson - Hydrant Flushing Contract

CITY OF HIGHLAND PARK

RESOLUTION NO. R_____

A RESOLUTION APPROVING AWARD OF THE HYDRANT FLUSHING CONTRACT TO M.E. SIMPSON COMPANY, INC. OF VALPARAISO, INDIANA

WHEREAS, the Municipal Partnering Initiative (***"MPI"***) sought bids for the provision of Annual Hydrant Maintenance and Flushing Program (***"Contract"***); and

WHEREAS, M.E. Simpson company, Inc. of Valparaiso, Indiana (***"M.E. Simpson"***), was the low responsible bidder of the firms that submitted bid packages to the MPI; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City to enter into the Contract with M.E. Simpson;

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 with M.E. Simpson shall be, and it is hereby, authorized in substantially the form attached.

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 M.E. Simpson; 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 7.19 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.

[SIGNATURE PAGE FOLLOWS]

ADOPTED

AYES:

ADOPTED:

RESOLUTION NO.

Nancy R. Rotering, Mayor

ATTEST:

Ghida S. Neukirch, City Clerk

RFP - Hydrant Flushing Program (#10143667)
Owner: Highland Park IL, City of
Solicitor: Highland Park IL, City of
04/30/2026 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Andrew Apgar		M.E. Simpson Co, Inc.		Gewalt Hamilton Associates -	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid- Highland Park							$178,500.00		$181,050.00		$192,950.00
	1	1	Hydrant Flushing - 2026	Ea	850	$ 70.00	$ 59,500.00	$ 69.00	$ 58,650.00	$ 74.00	$ 62,900.00
	2	2	Hydrant Flushing - 2027	Ea	850	$ 70.00	$ 59,500.00	$ 72.00	$ 61,200.00	$ 74.00	$ 62,900.00
	3	3	Hydrant Flushing - 2028	Ea	850	$ 70.00	$ 59,500.00	$ 72.00	$ 61,200.00	$ 79.00	$ 67,150.00
Base Bid - Morton Grove							$ 76,860.00		$ 77,958.00		$ 86,376.00
	4	4	Hydrant Flushing - 2026	Ea	366	$ 70.00	$ 25,620.00	$ 69.00	$ 25,254.00	$ 77.00	$ 28,182.00
	5	5	Hydrant Flushing - 2027	Ea	366	$ 70.00	$ 25,620.00	$ 72.00	$ 26,352.00	$ 77.00	$ 28,182.00
	6	6	Hydrant Flushing - 2028	Ea	366	$ 70.00	$ 25,620.00	$ 72.00	$ 26,352.00	$ 82.00	$ 30,012.00
Base Bid Total:							$255,360.00		$259,008.00		$279,326.00

City of Highland Park
1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

Public Works Department

CONTRACT BETWEEN

City of Highland Park

and

M.E. SIMPSON CO., INC.

for

HYDRANT FLUSHING PROGRAM

Project # 10143667

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In consideration of the mutual promises set forth below, the CITY OF HIGHLAND PARK, 1150 Half Day Road, Highland Park, Illinois, 60035, a municipal corporation ("***Owner***"), and **M.E. Simpson, Co., Inc.**, of Valparaiso, Indiana ("***Contractor***"), make this Contract as of the _____ day of _____**, 2026**, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the data information identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Training. The contractor shall ensure that all personnel assigned to hydrant flushing operations are properly trained and qualified in accordance with the guidelines and procedures outlined in the AWWA M17 standard. The use of temporary or unqualified employees shall not be permitted, in order to maintain consistency, safety, and the quality of work performed.

7. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("***Required Submittals***"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on 8-1/2 inch by 11-inch paper. Two blue line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications

required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines, and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations, and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contract may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating al field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work. Specifically, and without limitation of the foregoing, Contractor acknowledges and agrees that Contractor shall be responsible for completion of all

Work within the Contract Time, notwithstanding any strike or other work stoppage by employees of either Contractor or of Owner.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference

in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work, as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("***Change Order***"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may

be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not

be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("***Bonds***"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V
PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A ("***Contract Price***"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("***Progress Payments***").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("***Pay Request***"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("***Notice of Completion***"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("***Punch List Work***").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a

written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("***Final Acceptance***").

C. Final Payment. As soon as practicable after Final Acceptance, but in no event later than 30 days after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("***Final Pay Request***"), which Final Pay Request shall include, without limitation: (i) all final waivers of lien, consistent with the requirements set forth in Section 5.5B of this Contract; and (ii) all final certified payrolls, as required pursuant to Section 7.11B of this Contract. Owner shall pay to Contractor the balance of the Contract Price, after deducting there from all charges against Contractor as provided for in this Contract ("***Final Payment***"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("***Lien***") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or

claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI
DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("***Event of Default***"), and has failed to cure any such Event of Default within five business days

after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 <u>Owner's Special Remedy for Delay</u>

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against the Owner or the Contractor.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

City of Highland Park
1150 Half Day Road
Highland Park, IL 60035
Attention: City Engineer

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

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

_____

_____

_____

_____

_____

7.9 Governing Laws

This Contract 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.

7.10 Changes in Laws

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

7.11 Compliance with Laws

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, 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 prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; 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.; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 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, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

B. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to Owner, 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 Act. The certified payroll shall be accompanied by a statement signed by Contractor 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) Contractor 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, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to Owner, 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.

C. Liability for Noncompliance. Contractor 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 Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

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

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered

substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time of the Essence

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract 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.

7.15 Severability

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract 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 to the greatest extent permitted by applicable law.

7.16 Entire Agreement

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

7.17 Amendments and Modifications

No amendment or modification to this Contract 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.

7.18 Conflicts of Interest

Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of the Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

7.19 Contract Renewal

This Contract may be renewed for no more than three 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").

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

ATTEST:	**CITY OF HIGHLAND PARK**
_____	_____
Ashley Palbitska, Deputy City Clerk	Ghida S. Neukirch, City Manager

ATTEST:	**BIDDER:**
By: _____	By: _____ Executing Officer
Print Name: _____	Print Name: _____
Title: _____	Title: _____

#2149124_v3

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

_____ **EXECUTING OFFICER**, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor 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 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq.

DATED this _____ day of _____, 20___.

ATTEST: **BIDDER**

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___

My Commission Expires: _____

_____ [SEAL]
Notary Public

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project**:

It is the intent of the City of Highland Park ("Highland Park"), and the Village of Morton Grove ("Morton Grove"), (collectively the "Municipalities") to enter into an agreement with a reputable firm ("Contractor") for flushing and testing of fire hydrants within the municipalities ("Services"). This work shall consist of inspecting, flushing, testing, removing caps, greasing ports, reporting landscaping obstructions, and insuring that each hydrant is in serviceable condition.

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Glenview is conducting the bidding process on behalf of the Municipalities. Each City and Village's municipal manager or board of trustees/city council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

2. **Work Site**:

Various locations within the City of Highland Park (IL)

3. **Permits, Licenses, Approvals, and Authorizations**:

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

None

4. **Commencement Date**:

The work shall commence following the City's acceptance of this Contract provided all documents and all insurance certificates have been furnished as specified in this Contract.

5. **Completion Date**:

The Agreement shall be in effect for an initial three (3) years (2026 – 2028). The Municipalities reserve the right to renew the Agreement for three (3) additional one (1) year terms, subject to acceptable performance by the Contractor. At the end of any contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

6. **Invoicing**:

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.

7. **Insurance Coverage**:

A. Worker's Compensation and Employer's Liability with limits not less than:
   (1) Worker's Compensation: Statutory;
   (2) Employer's Liability:
   $500,000 injury-per occurrence
   $500,000 disease-per employee
   $500,000 disease-policy limit

   Such insurance shall evidence that coverage applies in the State of Illinois Article 107.02.

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

   All employees shall be included as insured.

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

(1)	General Aggregate:	$2,000,000
(2)	Bodily Injury:	$500,000 per person $1,000,000 per occurrence
(3)	Property Damage:	$1,000,000 per occurrence, and $2,000,000 aggregate

   (4) Other Coverage:
   Coverages shall include:
   - Premises/Operations
   - Products/Completed Operations (to be maintained for two years following Final Payment)
   - Independent Contractors
   - Personal Injury (with Employment Exclusion deleted)
   - Broad Form Property Damage Endorsement
   - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
   - Bodily Injury and Property Damage

   "X", "C", and "U" exclusions shall be deleted.

   Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

   All employees shall be included as insured.

D. Umbrella Policy. The $2,000,000 required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker's compensation.

8. **Contract Price**:

SCHEDULE OF PRICES (SEE ATTACHMENT A-1)

9. **Progress Payments**:

A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows (when applicable):

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("***Breakdown Schedule***"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

END OF SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

RFP - Hydrant Flushing Program (#10143667)
Owner: Highland Park IL, City of
Solicitor: Highland Park IL, City of
04/30/2026 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Andrew Apgar		M.E. Simpson Co, Inc.		Gewalt Hamilton Associates -	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid- Highland Park							$178,500.00		$181,050.00		$192,950.00
	1	1	Hydrant Flushing - 2026	Ea	850	$ 70.00	$ 59,500.00	$ 69.00	$ 58,650.00	$ 74.00	$ 62,900.00
	2	2	Hydrant Flushing - 2027	Ea	850	$ 70.00	$ 59,500.00	$ 72.00	$ 61,200.00	$ 74.00	$ 62,900.00
	3	3	Hydrant Flushing - 2028	Ea	850	$ 70.00	$ 59,500.00	$ 72.00	$ 61,200.00	$ 79.00	$ 67,150.00
Base Bid - Morton Grove							$ 76,860.00		$ 77,958.00		$ 86,376.00
	4	4	Hydrant Flushing - 2026	Ea	366	$ 70.00	$ 25,620.00	$ 69.00	$ 25,254.00	$ 77.00	$ 28,182.00
	5	5	Hydrant Flushing - 2027	Ea	366	$ 70.00	$ 25,620.00	$ 72.00	$ 26,352.00	$ 77.00	$ 28,182.00
	6	6	Hydrant Flushing - 2028	Ea	366	$ 70.00	$ 25,620.00	$ 72.00	$ 26,352.00	$ 82.00	$ 30,012.00
Base Bid Total:							$255,360.00		$259,008.00		$279,326.00

City of Highland Park

Public Works Department

1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

CITY OF HIGHLAND PARK - DEPARTMENT OF PUBLIC WORKS
CONTRACT FOR THE
HYDRANT FLUSHING PROGRAM

BIDDER'S PROPOSAL

Owner will receive sealed Bidder's Proposals for the Work until **11:00 a.m.**, local time, Thursday, April 30, 2026, via the online electronic bid service through QuestCDN.com [project **#10143667**].

Name of Bidder M.E. Simpson Co., Inc. ("***Bidder***")
Office Address 3406 Enterprise Ave.
City, State Zip Valparaiso, IN 46383

Contact Person Joe Nepras, Regional Manager

Email joen@mesimpson.com

Telephone 800-255-1521 Fax 888-531-2444

TO: City of Highland Park ("***Owner***")
Public Works Department
1150 Half Day Road
Highland Park, Illinois 60035
Attention: **Keith Miller, Utilities Superintendent**

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. none, which are securely attached to the end of this Bidder's Proposal ("*Bid Package*").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the HYDRANT FLUSHING PROGRAM; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid

Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Article 2.1 of the Contract, 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 on the following "Schedule of Prices" ("***Price Proposal***"), which Bidder understands and agrees will be made a part of the Contract:

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work related to the **HYDRANT FLUSHING PROGRAM**; the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work and by the Unit Price set forth in QuestCDN for such Unit Price Item:

SCHEDULE OF PRICES as uploaded into QuestCDN vBid [project #10143667]

BASE BID				
ITEM		**ITEM DESCRIPTION**	**UNIT**	**Estimated Quantity**
Highland Park				
1	1	Hydrant Flushing – 2026	EA	850
2	2	Hydrant Flushing – 2027	EA	850
3	3	Hydrant Flushing – 2028	EA	850
Morton Grove				
4	4	Hydrant Flushing – 2026	EA	366
5	5	Hydrant Flushing – 2027	EA	366
6	6	Hydrant Flushing – 2028	EA	366

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and 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, measured on the basis defined in the Contract***;***

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

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, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "***Commencement Date***" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it 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. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. **Bid Security**

Bidder herewith issues a Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of Three Thousand, Five Hundred Nineteen dollars ("***Bid Security***").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 28th day of April, *20*26

ATTEST: **BIDDER**

By: Tim Crisp By: Cara Lance-Emerick

Print Name: Tim Crisp Print Name: Cara Lance-Emerick

Title: Technical Documentation Specialist Title: CFO

BIDDER'S PROPOSAL ACKNOWLEDGEMENT

CITY OF HIGHLAND PARK - DEPARTMENT OF PUBLIC WORKS

CONTRACT FOR THE HYDRANT FLUSHING PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

Cara Lance-Emerick **NAME** ("***Deponent***"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed, and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

The Bidder is a corporation that is organized and existing under the laws of the State of Indiana, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Indiana.

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	Dan Hood	2406 Spyglass Dr. Valparaiso, IN 46383
Vice President	John H. Van Arsdel	2551 High Sierra Dr. Valparaiso, IN 46385
Secretary	Pamela Hood	2406 Spyglass Dr. Valparaiso, IN 46383
Treasurer	Michael Simpson	751 Mill Crossing Valparaiso, IN 46385

2. **Partnership**

The Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____/_____/_____ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

BIDDER'S PROPOSAL ACKNOWLEDGEMENT

3. **Individual**

The Bidder is an individual whose full name is _____ whose residence address is and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows:

_____**[NAME]**.

4. **Joint Venture**

The Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____/_____/_____ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)	**ADDRESS**
_____(___)	_____
_____(___)	_____
_____(___)	_____

DATED this 28th day of April, 2026

ATTEST:

By: _____

Title: Regional Manager

BIDDER

By: _____

Title: CFO

Subscribed and Sworn to
Before me this 28th day
of April, 2026

_____
Notary Public

My Commission Expires: July 2, 2033

[SEAL]

TIM CRISP
Notary Public
Porter County - State of Indiana
Commission Number NP0764428
My Commission Expires Jul 2, 2033

CITY OF HIGHLAND PARK - DEPARTMENT OF PUBLIC WORKS
CONTRACT FOR THE
HYDRANT FLUSHING PROGRAM

BIDDER'S SWORN WORK HISTORY STATEMENT

Cara Lance-Emerick ("***Deponent***"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed, and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. **Nature of Business**

State the nature of Bidder's business: technical services for water and waste water systems

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

2 % Federal	95 % As Contractor	- % Bidder's Forces
88 % Other Public	5 % As Subcontractor	- % Subcontractors
10 % Private		- % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 45 years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

NAME	ADDRESS	YEARS
n/a	n/a	n/a

BIDDER'S PROPOSAL
WORK HISTORY

5. **Business Licenses**

List all business licenses currently held by Bidder:

ISSUING AGENCY	TYPE	NUMBER	EXPIRATION
n/a	n/a	n/a	n/a

6. **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	Village of Downers Grove	Village of Flossmoor, IL	Village of Niles, IL
Owner Address	5101 Walnut Ave Downers Grove, IL 60515	1700 Central Park Ave. Flossmoor, IL 60422	1000 Civic Center Drive Niles, IL 60714
Reference	Mr. David Moody	Mr. John Brunke	Mr. Jack Grana
Telephone Number	630-434-5495	708-957-4100	847-588-7905
Type of Work	fire hydrant maintenance and flushing	fire hydrant maintenance and flushing	fire hydrant maintenance and flushing

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Contractor (If Bidder was) (Subcontractor)	-	-	-
Amount of Contract			
Date Completed			

DATED this 28th day of April, 20 26

ATTEST:

By: _____

Title: Regional Manager

BIDDER

By: _____

Title: CFO

Subscribed and Sworn to
Before me this 28th day
of April, 20__

My Commission Expires: July 2, 2033

_____
Notary Public

[SEAL]

TIM CRISP
Notary Public
Porter County - State of Indiana
Commission Number NP0764428
My Commission Expires Jul 2, 2033

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

5385236_v1

CITY OF HIGHLAND PARK

HYDRANT FLUSHING PROGRAM

PROJECT/CONTRACT #10143667

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the CITY OF HIGHLAND PARK, 1707 St. Johns Avenue, Highland Park, Illinois 60035, as Obligee, hereinafter called Owner, in the full and just sum of ***[CONTRACT PRICE]*** Dollars ($***[CONTRACT PRICE]***), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT AGREEMENT]***, with Owner entitled "Contract Agreement Between City of Highland Park and ***[CONTRACTOR'S NAME]*** for the Construction of ***[NAME OF WORK]*** - Contract ***[NO.]***" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the ***[NAME OF WORK]***, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished

facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this ___ day of _____, 20___.

Attest/Witness:	PRINCIPAL: ***[NAME OF CONTRACTOR]***
By: _____	By: _____ ***[NAME OF CONTRACTOR'S EXECUTING OFFICER]***
Title: _____	Title: ***[TITLE OF CONTRACTOR'S EXECUTING OFFICER]***
Attest/Witness:	SURETY: ***[NAME OF SURETY]***
By: _____	By: _____
Title: _____	Title: _____
	Telephone: _____

CITY OF HIGHLAND PARK

HYDRANT FLUSHING PROGRAM

PROJECT/CONTRACT #10143667

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the CITY OF HIGHLAND PARK, 1707 St. Johns Avenue, Highland Park, Illinois 60035, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of ***[CONTRACT PRICE]*** Dollars ($***[CONTRACT PRICE]***), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT AGREEMENT]***, with Owner entitled "Contract Agreement Between City of Highland Park and ***[CONTRACTOR'S NAME]*** for the Construction of ***[NAME OF WORK]*** - Contract ***[NO.]***" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the ***[NAME OF WORK]***, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue

on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ___ day of _____, 20___.

Attest/Witness:	PRINCIPAL: ***[NAME OF CONTRACTOR]***
By: _____	By: _____ ***[NAME OF CONTRACTOR'S EXECUTING OFFICER]***
Title: _____	Title: ***[TITLE OF CONTRACTOR'S EXECUTING OFFICER]***
Attest/Witness:	SURETY: ***[NAME OF SURETY]***
By: _____	By: _____
Title: _____	Title: _____
	Telephone: _____

SPECIAL PROVISIONS - GENERAL

1 - Forms of Special Provisions

Omissions of words or phrases such as "the contractor shall," "in conformance with," "shall be," "as noted on the plans," "according to the plans," "a," "the," and "all" are intentional, and the Contractor must supply omitted words or phrases by inference.

2 - Notice to Proceed

The Contractor shall proceed with the work and in the time set forth according to the conditions as outlined in the Invitation for Bids.

3 - Minor Work

Any minor work not specifically mentioned in the specifications or shown on the plans, but obviously necessary for proper completion of the work, shall be considered as being a part of and included in the contract, shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

4 - Waste Sites

All waste material shall be hauled to a site of the Contractor's choice. Cost of disposal of same will be included in the contract cost and not paid by the City as a separate item.

5 - Working Days

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sunday, legal holidays, or weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or continue after 5:00 p.m. without specific written permission of the Engineer.

If work outside of normal working day hours is necessary, payment at 1.5 times the salary and benefits of the City inspector shall be payable to the City. Reasonable delays due to weather or conditions beyond the control of the City or Contractor may not require payment.

6 - Codes and Standards

The "Standard Specifications for Road and Bridge Construction" prepared by the State of Illinois, Department of Transportation and adopted by said Department January 1, 2016, the Supplemental Specifications and Recurring Special Provisions adopted by said Department January 1, 2020 and the latest Standard Specifications for Traffic Control Items, prepared by said Department shall govern the construction of the proposed improvement insofar as applicable and except as modified herein; said specifications shall hereinafter be referred to as the "Standard Specifications." The following regulations or the latest revisions thereof are adopted by reference and the Contractor shall be responsible for conformance to same:

1. "Highland Park Building Code"
2. "Illinois Manual of Uniform Traffic Control Devices"

The following special provisions supplement these specifications, and in case of conflict, the special provisions shall take precedence and shall govern:

Division 1. Add the following articles to Section 101 of the State Standard Specifications –

Definition of Terms:

Art. 101.14 Department

The terms ", Council, City Council, Municipality" or other words used to describe the Awarding Authority in these documents and the Standard Specifications shall be interpreted to mean the City Council of the City of Highland Park.

Art. 101.39Roadway

Shall also include "Street, Parking Lots, Public Easements, Approaches," and shall be construed to mean the entire area defined in Art. 101.35.

7 - Water from the City of Highland Park

Water for construction purposes may be available from the City. The City's first preference is that the Contractor obtain water from the Public Works yard at 1150 Half Day Road. A water use permit must be taken out by the contractor without fee. If obtaining water from the Public Works yard is not practical then water from a City fire hydrant may be available. The City will dictate which hydrant may be used by the Contractor. A City meter is required to connect to a hydrant and a deposit is required prior to issuance of the meter. Upon completion of use of water the meter must be returned to the City in good condition. Meters damaged by the Contractor will be either repaired or replaced at the Contractor's expense.

8 - Access

The Contractor shall conduct his operation so that access to existing homes and businesses are maintained.

9 - Construction Schedule

Prior to commencing construction operations, the Contractor or his authorized representative shall meet with the Engineer of the City of Highland Park and present, in writing, his proposed construction schedule. Said schedule shall contain such information as the Engineer deems necessary, particularly in regard to location and date of starting construction, location of off-site disposal areas and access routes to be used, and when various phases of the work (including restoration) will be completed.

10 - Conduct of Construction Operations

Cooperation shall be extended by the Contractor to notify homeowners and businesses as to when direct vehicular access to their property will be curtailed and approximate length of time of such curtailment and directions where to park. Written notification will be given to all effected properties 48 hours prior to access curtailment. A sample letter shall be provided to the Engineer at the time of the pre-construction meeting.

Heavy construction vehicles will not be permitted to cross over curbs or use private driveways for turnarounds. Any damage to parkways, curbs, and driveways caused by the Contractor's operations will be repaired at his expense.

11 - Sanitary Facilities & Rubbish Control

The Contractor shall provide suitable toilet facilities at the job site in a location approved by the Engineer. The facility shall be approved by the City and shall be kept in a clean and sanitary condition. Sanitary Sewer manholes used for toilet facilities shall be cleaned and flushed upon removal of temporary toilet facilities.

During construction, the premises shall be kept clean of rubbish, paper and other debris. A suitable refuse container shall be provided in the vicinity of the parking area for disposal of lunch wrappings and garbage. The refuse contained shall be emptied regularly.

12 - Tree Trimming

All tree trimming, pruning and repair of wound surfaces shall be at the Contractor's expense and under the supervision of the City Forester. The Contractor shall provide proper tree guards to protect trees from

damage due to construction equipment and operations. The Contractor shall provide all labor and materials required, and the cost thereof shall be incidental to the contract. All dead trees within the right of way of the improvement shall be removed and shall be paid for at the contract unit price listed in the proposal.

13 - Construction Safety

The Contractor shall take all precautions necessary to protect the general public and his workmen from hazardous locations that might occur within the limits of the improvement. All trench openings and other construction openings extending below the pavement subgrade shall be fenced off with an adequately supported four-foot high snow fence at all times when actual construction is not in progress at the opening location.

The duty of the Engineer to inspect all work done and materials furnished and to suspend any work that is being improperly performed does not include review or approval of the adequacy of the contractor's safety measures, methods and bracing of excavated trenches in, on or near the construction site.

14 - Bracing and Sheeting

It shall be the contractor's responsibility to protect open cut trenches as may be required by state or federal law, as may be necessary to protect life, property, or the work. Trenches in the pavements or in close proximity to improved streets or roadways shall be sheeted or braced in a substantial and effective manner. Sheeting may be removed after backfilling has been completed to such elevation as to permit its safe removal. Sheeting and bracing left in place must be removed for a distance of three feet below the established street grade. The cost of furnishing, placing and removing sheeting and bracing shall be incidental to construction, and included in the contract unit price for the work being done.

15 - Potable Water Lines

Any work performed on a potable water supply **shall be done under the direction of a plumber licensed by the State of Illinois.** The contractor shall furnish the Engineer with the plumber's license number prior to starting any work on any potable water supply.

16 - Protection of Utilities

In excavating trenches and laying pipe, all existing utilities, including water pipes and services, sewer pipes and services, gas pipes and services, electric or telephone transmission pole lines, cable or conduits, shall be protected, supported, maintained in service and restored to the condition in which they were found, all at no extra remuneration. Where any utility facility, including service connections, is endangered or damaged by the work, the utility management shall be notified by the contractor, and the contractor shall cooperate with the utility and pay the cost of protection and repair, if damaged. The engineers have endeavored to locate subsurface obstructions from field surveys and available records, and known structures are shown on the plans or notice given of their presence. While the work was carefully done, the accuracy of the information cannot be guaranteed. Invert elevations of sanitary and storm sewers have been obtained from field surveys; where possible, elevations are shown on the plans. Wherever the contractor deems it necessary to determine the exact location of existing pipe, valve, or other underground structures, the contractor may make any examinations that he may determine desirable in advance of the work. No added compensation will be paid therefore.

END OF SPECIAL PROVISIONS – GENERAL

ATTACHMENT B

SPECIAL PROVISIONS - DETAIL SPECIFICATIONS

A. Overview:

The selected Contractor shall be responsible for flushing and testing of fire hydrants within the municipalities. This work shall consist of inspecting, flushing, testing, removing caps, greasing ports, reporting landscaping obstructions, and insuring that each hydrant is in a serviceable condition. Below are the number of approximate hydrants for flushing and inspection per year. In addition to routine maintenance, each fire hydrant will be flow tested to determine the current available water supply.

Maintenance and testing shall be documented in a Village provided Collector App on a Contractor provided electronic tablet. See **Attachment C** for an example of the data to be collected.

1. Proximity

   Preference to the hydrant flushing contractor with their primary office or operational facility within a defined proximity to the City of Highland Park to ensure timely response, efficient mobilization, and consistent oversight of field operations. It is recommended that the contractor be located within a 150 miles of the project area, with a preference toward the lower end of that range to support rapid deployment and minimize delays in service delivery.

2. Training

   The contractor shall ensure that all personnel assigned to hydrant flushing operations are properly trained and qualified in accordance with the guidelines and procedures outlined in the AWWA M17 standard. The use of temporary or unqualified employees shall not be permitted, in order to maintain consistency, safety, and the quality of work performed.

B. Flushing and Testing Procedures:

1. General Guidelines

A. Hydrant testing and any maintenance performed shall be in accordance with the American Water Works Association (AWWA) manual M-17.

B. The Contractor shall furnish all labor, supervision, tools, and equipment necessary for flushing and recording the data on all fire hydrants as assigned within the Village.

C. All work will be scheduled each day prior to 7:00 a.m. by coordinating with the Director of Public Works or his/her designee to avoid conflict with routine high water demands during the summer period. Area being worked in must be communicated to the Village supervisor or designee daily.

D. Public Works office personnel shall be notified daily, prior to the commencement of any flushing or testing procedures on hydrants, with the anticipated location and duration of such activity.

E. The Contractor shall provide neighborhood notification one week in advance of the flushing. This shall be achieved through signage that has been approved by the Village. If there are calls received about cloudy or dirty water due to the flushing, the Contractor will be contacted and have a crew return to the area to flush the water line until cleared. This response is to occur within one hour of notification by Public Works.

F. Care shall be taken to reduce, to the least degree possible, the potential damage and inconvenience caused by hydrant discharge. Flush diffusers shall be used to reduce the velocity pressure of the discharge stream. Any loose debris left by hydrant discharge shall be swept or cleared from roads, streets, and drives.

G. Whenever a hydrant is opened, it should be flowed at least until the water runs clear. Remove all nozzle caps, grease threads with food grade lube, and replace.

2. Specific Procedures (See AWWA M-17)

Routine hydrant maintenance shall consist of the following activities:

A. Check hydrant to make sure that it is visible from the roadway and is clear of any landscaping, plant growth, or other obstructions that could impair locating the hydrant or interfere with its use.

B. Obstructions caused by utilities, landscaping or ornamental plant growth shall be noted and reported to the Village through the Collector App (See **Attachment C**) or separate spread sheet and relayed to the Public Works Director and/or his/her designee.

C. Inspect hydrant in accordance with the procedure outlined in AWWA M-17.

D. Hydrant lubricants shall be provided by the Village.

E. Any fire hydrant that, for any reason, must be removed from service shall be covered with an "OUT OF SERVICE" bag to be supplied by the Village. This information must be immediately forwarded to the Public Works Department.

F. Any hydrant that is non-draining, hard to turn, or not operable or contains stripped threads shall be documented in the Collector App and relayed to the Public Works Director and/or his/her designee.

C. Flow Testing Procedure: Fire-flow tests shall be conducted in accordance with the procedure outlined in AWWA M-17.

D. Fire Hydrant Maintenance and Testing Records: The selected Contractor shall be responsible

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

F. Method of Payment: All collected data must be provided to the Villages before final payment will be made.

G. Public Relations: The Contractor shall at all times maintain good public relations. Any public signage or correspondence used will require prior approval of the Villages.

H. Damage to Private or Public Property: Any damage to private or public property as a result of the Contractor's operation shall be repaired immediately by the Contractor. Should the repair not be instituted satisfactorily in the opinion of the Public Works Department, the Villages reserves the right to make the necessary repairs and deduct these costs from any monies due the Contractor.

I. Work Days: For Highland Park, the holidays include New Year's Day, Martin Luther King Jr. Day. Passover, Memorial Day, Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, Veterans Day, Thanksgiving Day, and Christmas.

Work will be permitted from 7:00 am to 5:00 pm, Monday through Friday (excluding holidays). Village holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Junteenth, Veterans Day, Thanksgiving and Christmas Day.

END OF SPECIAL PROVISIONS - DETAIL SPECIFICATIONS

ATTACHMENT C

DATA INFORMATION

FIRE HYDRANT MAINTENANCE AND FLOW TEST REPORT

Tested/ Inspected By:_____Date:_____Time:_____ am pm

Hydrant No.:_____ Location/Address :_____

Recorded Pressures:

Pitot:_____psi

General:

All vegetation, landscaping, and other obstructions are at least 3 feet away from hydrant. ..... Yes ( ) No ( )

All threaded caps are easily removed. ..... Yes ( ) No ( )

All threaded connections are undamaged and seals in good condition. ..... Yes ( ) No ( )

All threaded connections are lubricated with appropriate lubricant. ..... Yes ( ) No ( )

Operating stem nuts are not damaged or stripped. ..... Yes ( ) No ( )

Hydrant flushed until water runs clear. (Time - Minutes flushed:____) ..... Yes ( ) No ( )

When closed hydrant drains properly, suction can be felt. ..... Yes ( ) No ( )

Hydrant bagged "Out of Service." ..... Yes ( ) No ( )

If yes, reason:_____

_____

General Comments and Corrections Made:_____

_____

_____

Signature of Inspector/Tester

ATTACHMENT D

SPECIAL INSTRUCTIONS

1. Working Days

Except for such work as may be require to properly maintain lights and barricades, no work will be permitted on Sunday, legal holidays, or weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or continue after 5:00 p.m. without specific permission of the Engineer.

If work outside of normal working day hours is necessary, payment at 1.5 times the salary and benefits of the City inspector shall be payable to the City. Reasonable delays due to weather or conditions beyond the control of the City or Contractor may not require payment.

Without specific permission of the City Engineer (City of Highland Park) and except for such work as may be required to properly maintain lights and barricades, no work will be permitted on:

A. Weekdays between 7:00 p.m. and 7:00 a.m.
B. Saturdays between 5:00 p.m. and 9:00 a.m.
C. Sundays
D. Holidays listed below

Holiday	Date Observed
New Year's Day	01/01/2026
Martin Luther King Jr Day	01/19/2026
Passover (beg. Sundown 4/1/26)	04/02/2026
Memorial Day	05/25/2026
Independence Day	07/04/2026
Labor Day	09/07/2026
Rosh Hashanah (beg. sundown 9/11/26)	09/12/2026
Yom Kippur (beg. sundown 9/20/26)	09/21/2026
Veterans Day	11/11/2026
Thanksgiving Day	11/26/2026
Christmas	12/25/2026

2. Liquidated Damages

If the contractor fails to complete the project within the time limit specified, liquidated damages in the amount specified in the Standard Specifications, Article 108.09, "Failure to Complete Work on Time", shall be imposed for each calendar day until the project is completed.

Staff Report

Meeting Date: May 27, 2026

Staff Contact: Megan Cherry, Management Analyst
Ghida Neukirch, City Manager

Department: City Manager's Office

Title: A Resolution Ratifying a Minor Amendment to Planned Development for 418 Sheridan Road (Ravinia Festival Association).

Recommendation:

Staff recommends approving a minor amendment to the Planned Development pertaining to 418 Sheridan Road (Ravinia Festival Association).

Policy Consideration:

At the April 13th Committee of the Whole, City staff presented information regarding the City's current Development Agreement and Planned Development with the Ravinia Festival Association ("RFA"), and recommended entering into a Special License Agreement with the RFA. The Special License Agreement will regulate the use of the Special License Area, which includes portions of the Green Bay Trail. This proposed minor amendment to the Planned Development will formally document the separation of the terms of the Special License Area from the Planned Development, which is primarily focused on zoning matters related to RFA's property.

Core Priorities:

Fiscal Stability

The proposed minor amendment to the Planned Development will have no financial impact to the City. The RFA pays for all police, fire, traffic management and transit services that the City provides, along with any costs associated with those services.

Attachments:

1. HP Resolution Ratifying a Minor Amendment to Planned Development (Ravinia Festival)
2. HP Minor Amendment to Planned Development (Ravinia Festival)

City of Highland Park

Resolution No. _____

A Resolution Ratifying a Minor Amendment to Planned Development for 418 Sheridan Road

WHEREAS, Ravinia Festival Association, an Illinois not-for-profit corporation ("***RFA***"), is the record title owner of that certain parcel of real property commonly known as 418 Sheridan Road, Highland Park, Illinois, consisting of approximately 37 acres ("***Property***"); and

WHEREAS, on February 13, 2006, the City Council adopted Ordinance No. 13-06 ("***Special Use Ordinance***"), granting to RFA, among other things, a special use permit for a planned development for the Property ("***Approved Planned Development***"), and restated authority and license to use and encroach upon the City-owned public right-of-way located within the Property and known as the Green Bay Trail ("***Special License***"); and

WHEREAS, the RFA has submitted to the City Manager an application for a minor amendment to the Approved Planned Development to remove the Special License from the Approved Planned Development, and to set forth such provisions in a special license agreement to be entered into with the City ("***Requested Amendment***"); and

WHEREAS, Section 150.545(B) of the "City of Highland Park Zoning Ordinance of 1997," as amended (***"Zoning Code"***), provides that the City Manager may administratively approve changes to planned developments that do not involve substantial changes to the approved planned development; and

WHEREAS, on _____ __, 2026, the City Manager determined that the Requested Amendment does not involve substantial changes to the Approved Planned Development for the Property, and approved a minor amendment to the Approved Planned Development, incorporating the Requested Amendment into the Special Use Ordinance, in the form attached to this Resolution as **Exhibit A** (***"Minor Amendment"***); and

WHEREAS, pursuant to Section 150.545(B)(3) of the Zoning Code, the City Council must either ratify or deny the Minor Amendment within 60 days after the date of approval of the Minor Amendment by the City Manager; and

WHEREAS, the City Council has determined that it will serve and be in the best interests of the City to ratify the Minor Amendment;

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: RATIFICATION OF MINOR AMENDMENT. Pursuant to Section 150.545(B) of the Zoning Code, the City Council hereby ratifies the Minor Amendment to the Approved Planned Development.

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

EXHIBIT A

MINOR AMENDMENT

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Steven M. Elrod
350 North Clark Street
Second Floor
Chicago, IL 60654

Above Space for Recorder's Use Only

MINOR AMENDMENT

TO THE

418 SHERIDAN ROAD PLANNED DEVELOPMENT

(RAVINIA FESTIVAL ASSOCIATION)

DATED AS OF _____ __, 2026

MINOR AMENDMENT TO THE
418 SHERIDAN ROAD PLANNED DEVELOPMENT

This is a Minor Amendment (***"Minor Amendment"***) to the 418 Sheridan Road Planned Development, and is made and effective as of _____ __, 2026.

I. Background.

A. Ravinia Festival Association, an Illinois not-for-profit corporation ("***RFA***"), is the record title owner of that certain parcel of real property commonly known as 418 Sheridan Road, Highland Park, Illinois, consisting of approximately 37 acres, and legally described in **Exhibit 1** attached to and made a part of this Minor Amendment ("***Property***").

B. On February 13, 2006, the City Council adopted Ordinance No. 13-06 ("***Special Use Ordinance***"), granting to the RFA, among other things, a special use permit for a planned development for the Property ("***Approved Planned Development***"), and restated authority and license to use and encroach upon the City-owned public right-of-way located within the Property and known as the Green Bay Trail ("***Special License***").

C. As required pursuant to the Special Use Ordinance, the City and the RFA entered into a development agreement dated February 13, 2006, as has been subsequently ("***Development Agreement***"), which governs the use and development of the Property.

D. The RFA has submitted to the City Manager an application for a minor amendment to the Approved Planned Development to remove the Special License from the Approved Planned Development, and to set forth such provisions in a special license agreement to be entered into with the City ("***Requested Amendment***").

E. Section 150.545(B) of the "City of Highland Park Zoning Ordinance of 1997," as amended ("***Zoning Code***"), provides that the City Manager may administratively approve changes to planned developments that do not involve substantial changes to the approved planned development.

F. The City Manager has determined that the Requested Amendment, as set forth in this Minor Amendment, does not involve substantial changes, and therefore may be approved by the City Manager, subject to ratification by the Mayor and City Council.

II. Interpretation; Relationship to Final Development Plan and Special Use Ordinance

A. Definitions. Unless specifically provided otherwise in this Minor Amendment, the words and phrases used in this Minor Amendment have the meanings ascribed to them in the Special Use Ordinance.

B. Conflicts. This Minor Amendment is intended to modify and amend the Special Use Ordinance. Therefore, to the extent that the terms and provisions of this Minor Amendment conflict with or are inconsistent with the Special Use Ordinance, the terms and provisions of this Minor Amendment will control.

C. Survival of Terms. Except as specifically modified in this Minor Amendment, all terms, conditions, and provisions of the Special Use Ordinance remain in full force and effect;

provided, however, that any other provision of the Special Use Ordinance is to be deemed to be modified as necessary to give practical effect to the provisions of this Minor Amendment.

III. Approval of Requested Amendment.

The Approved Planned Development is hereby amended in accordance with and pursuant to Section 150.545(B) of the Zoning Code to remove the Special License from the scope of the Approved Planned Development. From and after the effective date of this Minor Amendment, the right of the RFA to use portions of the Green Bay Trail will be as set forth in a separate license agreement to be entered into between the City and the RFA.

IV. Conditions.

Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code or any other rights the RFA may have, the approvals granted in Section III of this Minor Amendment are hereby expressly subject to and contingent upon the redevelopment, use, and maintenance of the Property in compliance with all terms, conditions, restrictions, and provisions of the Development Agreement.

V. Recording; Binding Effect.

Upon ratification of this Minor Amendment by the City Council, the City Clerk will record a copy of this Minor Amendment in the Office of the Lake County Recorder of Deeds against the Property. This Minor Amendment and the privileges, obligations, and provisions contained herein run with the Property and inure to the benefit of, and are and will be binding upon, the RFA and its personal representatives, successors, and assigns.

VI. Effective Date.

Pursuant to Section 150.545(B) of the Highland Park Zoning Code, I hereby approve this Minor Amendment effective as of _____, 2026.

[SIGNATURE PAGE FOLLOWS]

_____
Ghida S. Neukirch
City Manager
City of Highland Park

The City Council of the City of Highland Park adopted Resolution No. R ____, ratifying this Minor Amendment, at its _____, 2026 regular City Council meeting.

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

PINS:

EXHIBIT 2

SITE PLAN

Staff Report

Meeting Date: May 27, 2026

Staff Contact: Megan Cherry, Management Analyst
Ghida Neukirch, City Manager

Department: City Manager's Office

Title: A Resolution Approving a Special License Agreement with Ravinia Festival Association

Recommendation:

Staff recommends approving a Special License Agreement between the City and the Ravinia Festival Association to document practices and items as it pertains to the Special License Area, which includes portions of the Green Bay Trail.

Policy Consideration:

At the April 13, 2026 Committee of the Whole, City staff presented information regarding a Special License Agreement between the City and the Ravinia Festival Association ("RFA"); please see exhibits A and B. The Special License Agreement will document practices and items as it pertains to the Special License Area, which includes portions of the Green Bay Trail. Currently, regulations and practices regarding the Special License Area are outlined in the City's Development Agreement with the RFA. The Special License Agreement will formally separate the terms of the Special License Area from the Development Agreement, which is primarily focused on zoning matters.

The proposed Special License Agreement covers the following current practices:

- Documentation of a designated smoking area.
- Documentation of a fenced enclosure for yard waste and recyclables.
- Documentation of the existence of the security gate at the intersection of St. Johns Avenue and the Green Bay Trail.
- Restriction of unauthorized non-motorized traffic from the Entry Plaza and unauthorized motorized traffic from the Special License Area. Signage regarding these restrictions would be posted seasonally.
- Formally outline the notification process that the City takes to communicate to the RFA

when there is third-party use of the Special License Area.

The proposed Special License Agreement will also formally document:

- RFA's responsibility to regularly maintain the public right-of-way within the Special License Area. Additionally, the RFA will be responsible for restoring the public right-of-way when the City undertakes utility work within the Special License Area.
- The use of security cameras within the Special License Area.
- The installation of operational signage within the Special License Area. This signage will be posted seasonally.
- Improvements to the gravel path in the Special License Area, in addition to the installation of crash-rated safety bollards, subject to review, approval and issuance of a right-of-way permit.

Each year, the City and the RFA host two neighborhood meetings. These meetings provide the City, the RFA and residents an opportunity to discuss matters pertaining to traffic management and public safety surrounding the Ravinia Festival season. The items outlined above that pertain to enhancements or changes to the Special License Area, such as the sidewalk improvements and the restriction of unauthorized non-motorized and motorized traffic, will be communicated to the public during these meetings. Residents within 800' of the property receive a written invitation from the RFA to attend the meeting, and the meetings are promoted via the City's various communications modalities to the general public.

Special License Agreement Term

The Council requested the term of the SLA coincide with other Ravinia agreements, notwithstanding that special licenses are generally drafted in perpetuity with termination provisions for either party. The attached SLA reflects a 23-year term. While the next renewal window occurs in three years, it is recommended that a comprehensive review be conducted as part of the next formal plan review, rather than reopening these recently negotiated terms and conditions. City staff continue to meet annually with Ravinia Festival team to review and implement operational plans for the upcoming season and we conduct a post-season debrief. In addition, notwithstanding anything to the contrary in the agreement, the City may revoke the License and terminate the agreement if the Special Use Permit is terminated, material default by Ravinia Festival or other reasons as set forth in Section 9 of the proposed SLA.

Lighting

At the April 13 meeting, Council expressed the desire for the RFA to install lighting along the Special License Area and to invest in lighting along the broader trail area given Ravinia Festival guest use during the season. The City had explored lighting along the Green Bay Trail previously but it has been removed from the City's capital plan.

If there is majority Council interest to revisit the consideration of lights, it is recommended that the matter be added to a future Committee of the Whole meeting for a larger policy discussion.

RFA provided the City a response to the request for lighting (Exhibit C). The RFA notes that use of the Green Bay Trail by RFA patrons has decreased significantly over the past several years, due to removal of Ravinia Business District parking lots from the RFA Park & Ride system and by using crowd size to dictate when the Park & Ride system is utilized. The RFA regularly surveys its patrons, and there has not been demand from RFA patrons to increase lighting along the Green Bay Trail. If the City includes upgraded lighting along the Green Bay Trail in its Capital Improvement Program in the future, the RFA would be amenable to requesting modest financial support from its Board of Trustees for the improvements.

RFA also notes that the Special License Area already has lighting in place. In 2013, the RFA upgraded lighting along approximately 1,500 feet of the Special License Area. Additionally, there are existing ComEd fixtures that light the remaining 750 feet of the Special License Area.

Briefly, there are several items to consider before moving forward with installation:

- Pollinator-friendly plants - There are an abundance of pollinator-friendly plants along the Green Bay Trail and lights, especially at night, can have negative impacts on the plants themselves, along with the pollinators they attract.
- Light pollution - The use of outdoor lights at night contribute to light pollution, which disrupts natural cycles in humans, animals and insects. Additionally, light pollution can cause safety issues, such as glare and reduced visibility, that can negatively affect pedestrians and cyclists. If outdoor lighting is installed along the Trail, dark sky lighting could help minimize the impact of light pollution.
- Natural Trail - Much of the Green Bay Trail is unpaved, and therefore quite natural. Outdoor lighting along a natural path would introduce an unnatural element to the area, disrupting the organic features of the Trail.
- Alternatives to the Green Bay Trail - The Green Bay Trail runs adjacent to St. Johns Avenue, and the sidewalk on St. Johns Avenue is already lit for pedestrian use. Residents and visitors in this area can use the St. Johns sidewalk if they prefer outdoor lighting at night.

<u>Core Priorities</u>:

Fiscal Stability

The proposed Special License Agreement has no financial impact to the City. The RFA pays for all police, fire, traffic management and transit services that the City provides, along with any costs associated with those services. As noted herein, the current terms of the Municipal Admissions Fee expire on January 1, 2029 and are not part of the Special License Agreement under current review. The City will review the Municipal Admissions Fee in 2028.

Public Safety

Many of the items outlined in the proposed Special License Agreement concern public safety, such as restricting non-motorized/motorized traffic in the Special License Area, erecting crash-rated safety bollards, and installing security cameras. These improvements enhance public safety

for Ravinia Festival patrons and attendees, in addition to those in the surrounding community.

Economic Development
The Ravinia Festival brings numerous visitors to the North Shore each season. These visitors dine, shop and explore Highland Park, contributing to the economic vitality of the community.

Infrastructure Investment
The City maintains a number of utilities within the Special License Area. By permitting the RFA to improve the Special License Area and to provide regular upkeep of the public right of way, infrastructure is well maintained, which is a benefit to RFA patrons and community members utilizing the Green Bay Trail.

Environmental Sustainability
Public use of the Green Bay Trail during concerts in relation to signage and traffic flow is included in the agreement. Additionally, considerations requested by Council as discussed at the COTW have the potential to significantly impact the pollinators in the area.

Vibrancy
The proposed Special License Agreement contribute to the RFA's reputation as a destination for the arts on the North Shore, contributing to the cultural landscape of the Highland Park community.

Attachments:
1. Exhibit A - April 13 Staff Report - Ravinia Festival Special License Agreement Recommendation
2. Exhibit B - Ravinia Festival Special License Agreement COTW
3. Exhibit C - Green Bay Trail Lighting RFA Response
4. Resolution Approving Special License Agreement (Ravinia Festival)
5. Special License Agreement (Ravinia Festival) 5.21.2026

Staff Report

Meeting Date: April 13, 2026

Staff Contact: Megan Cherry, Management Analyst
Ghida Neukirch, City Manager

Department: City Manager's Office

Title: Ravinia Festival Special License Agreement Recommendation

Recommendation:
Staff recommends entering into a Special License Agreement with the Ravinia Festival Association, decoupling operational matters from the current amended Development Agreement. Staff will provide an overview of the terms and conditions that would be included in the Special License Agreement. No recommendations or considerations will be made related to revenues as part of this Special License Agreement. The current agreement between the City and Ravinia Festival in relation to revenues is effective until 2029 and will be addressed the year prior to the agreement expiration.

Policy Consideration:
Background
The City and the Ravinia Festival Association ("RFA") have enjoyed a mutually respectful, beneficial and productive professional relationship for more than 122 years. The RFA is woven into the history of the City, and the City recognizes the fame and arts reputation that the RFA brings to the community, bolstering Highland Park's position as a destination for the arts on the North Shore.

In 2006, the City and the RFA entered into a Development Agreement that codified several agreements that govern the use and operation of Ravinia Festival. Since then, the Development Agreement has been amended eight times, with the last amendment approved in 2024. Please see the attached Ravinia Festival & City of Highland Park Agreement Executive Summary for an outline of all applicable ordinances and resolutions (Exhibit A).

As the RFA approaches their 125th anniversary and embarks on strategic planning associated with that milestone, City and RFA staff met to discuss a variety of potential updates to their agreement with the City. Staff recommends negotiating a Special License Agreement with the RFA to document current practices and additional requests that pertain to the Special License Area, which includes portions of the Green Bay Trail (see Exhibit B). Decoupling the regulation

of the Special License Area from the associated amended Development Agreement will allow future updates to be made to the Special License Agreement separate from any zoning matters, which would require amendments to the Planned Development and/or the Development Agreement.

Staff recommends that the Special License Agreement codify the RFA's current practices, such as:

- Creating a designated smoking area
- Allowing a fenced enclosure for yard waste and recyclables
- Documenting the existence of the security gate at the intersection of St. Johns Avenue and the Green Bay Trail
- Restricting unauthorized non-motorized traffic in the Entry Plaza
- Restricting unauthorized motorized traffic from the Special License Area
- Establishing a City-designated public demonstration area, as agreed upon
- Requiring any third-party uses of the Special License Area be subject to mutual agreement

There are additional requests from RFA that City staff also recommend incorporating in the forthcoming Special License Agreement; more information regarding these requests are outlined in further detail later in this staff report. Additional requests include:

- Extending the term for the Special License Area
- Incorporating language clarifying that the RFA is responsible for maintenance and restoration of the public right of way
- Allowing the operation of security cameras within the Special License Area
- Permitting the placement of operational signage within the Special License Area
- Improving the sidewalk and installing safety bollards in the Special License Area

Subject to Council support, a resolution will be drafted and placed on the next available City Council agenda for formal consideration.

Recommendations

The following practices are recommended to be included in the Special License Agreement:

Designated Smoking Area & Fenced Enclosure for Yard Waste/Receptacles

The RFA currently dedicates a portion of the Special License Area as a designated smoking area, and also maintains a fenced enclosure for yard waste, refuse and recycling receptacles. Staff recommends incorporating the current use of this area in the Special License Agreement.

Security Gate

The RFA noted there is a security gate at the intersection of St. Johns Avenue and the Green Bay Trail. The RFA has not utilized the gate, but would like its existence to be documented moving forward. It is recommended that the security gate be outlined in the RFA's annual Emergency

Operations Plan, subject to review and approval by City staff.

Restriction of Non-Motorized/Motorized Traffic
Unauthorized non-motorized traffic is recommended to be restricted from the entry plaza, in addition to restricting unauthorized motorized traffic from the Special License Area in order to maintain a safe and secure experience for Ravinia Festival attendees and patrons. Staff recommends incorporating these restrictions into the Special License Agreement, provided that clear signage is posted regarding the restrictions.

Establishment of a Public Demonstration Area
The RFA and the City recognize that there may occasionally be times where members of the community would like to gather to picket or rally on public property that would potentially affect Ravinia Festival. The City and the RFA would designate a specific area for public demonstration, which will be outlined in the RFA's Emergency Operations Plan, subject to laws and regulations. The City also recommends that the RFA, with review and approval of the City, designate a media staging area.

Third Party Use of the Special License Area
The RFA requests that any third-party use of the special license area be subject to mutual agreement. The City is willing and able to communicate and notify the RFA of any special events or activities for the area that the City plans or approves, but the City is not responsible for the activities of the third party.

In addition to the current practices outlined above, the following items are recommended to be included in the Special License Agreement:

Term Extension for Special License Area
The original Development Agreement between the City and the RFA granted the RFA a non-exclusive special license to encroach upon and use the Special License Area for a variety of uses, such as continued existence of the historic main gate and portions of two box offices, among other uses. The Special License Area includes portions of the Green Bay Trail. The term of the non-exclusive special license "shall expire 20 years after the Effective Date" of the Development Agreement. The parties entered into the Development Agreement effective February 13, 2006 and therefore the non-exclusive use of the Special License Area has expired as of February 13, 2026. Staff recommends eliminating the term and granting use of the Special License Area to the RFA in perpetuity, whereby the City may terminate the non-exclusive use of the Special License Area provided the City notifies the RFA 6 months prior to termination.

Routine Maintenance & Restoration of the Public Right of Way
The City recommends clarifying that the RFA is responsible for normal and routine maintenance of the public right of way. In addition, the RFA will be responsible for restoring the public right of way should the City need to perform any utility work. Typically, the City restores areas where it has performed utility work to its previous, standard condition. However, over the years, the RFA has improved many parts of the public right of way, replacing gravel with asphalt, concrete and paver bricks. As such, the RFA will be solely responsible for restoration based on their improvements to the Special License Area. This responsibility would also allow the RFA to

complete restoration work based on their schedule, in order to minimize disruption to their programming.

Use of Security Cameras
The RFA would like to install and operate security cameras within the Special License Area. Staff recommends allowing the installation and operation of security cameras under the condition that signage notifying patrons of the cameras is posted in the Special License Area. The RFA would be required to provide the City with a list outlining where the signs will be located and subject to other regulations as required by the City, including but not limited to signage.

Operational Signage
The RFA would like to erect operational signage within the Special License Area for the benefit of its patrons, employees and contractors. Similar to the request for security cameras, the City recommends allowing the use of operational signage so long as a list of locations, sign types and sign language is provided and approved by the City in advance of the erection of the signage.

Sidewalk Improvements & Safety Bollards
The RFA would like to make improvements to the gravel path within and along the Special License Area. The RFA would like to update the path to a sidewalk, constructed of asphalt pavement with a base, with a width of 6 feet, extending about 713 feet total (see Exhibit C). Additionally, the RFA would like to replace the existing temporary bollards within the Special License Area to safety bollards that are crash-rated. The City permits these improvements, subject to review, approval and issuance of a right of way permit. The RFA acknowledges that it will be their responsibility to restore the improved sidewalk should the City undertake any utility work. The RFA may request to proceed with the right of way improvements prior to the approval of the Special License Agreement; the City Manager may authorize the work through an at-risk agreement with the RFA.

Financial Impact
The proposed Special License Agreement outlined above will have no financial impact to the City. Additionally, it should be noted that the RFA pays for all police, fire and transit services that the City provides, along with any costs associated with those services.

The RFA also pays a municipal admissions fee to the City, which is 5% of the RFA's gross admissions revenue. This is paid to the City in lieu of taxes. Annually, the City receives anywhere from $800,000 to $1 million from the RFA through this fee. In 2025, the RFA paid a Municipal Admissions Fee in the amount of $1,011,334 to the City. The current terms of the Municipal Admissions Fee expire on January 1, 2029. The City will review the terms of the Municipal Admissions Fee in 2028.

Core Priorities:
Fiscal Stability
The recommended updates to the agreement will have no financial impact to the City.

Public Safety
Many of the proposed items in the agreement concern public safety, such as restricting non-

motorized/motorized traffic in the Special License Area, installing crash-rated safety bollards, and establishing a designated public demonstration area. These improvements enhance public safety for Ravinia Festival patrons and attendees, in addition to those in the surrounding community.

Infrastructure Investment
The City maintains a number of utilities within the Special License Area. By permitting the RFA to improve the Special License Area and to provide regular upkeep of the public right of way, infrastructure is well maintained, which is a benefit to RFA patrons and community members utilizing the Green Bay Trail.

Vibrancy
The recommended changes to the agreement continue to further the RFA's reputation as a destination for the arts on the North Shore, contributing to the cultural landscape of the Highland Park community.

Attachments:
1. Exhibit A Ravinia Festival Agreements Executive Summary
2. Exhibit B Ravinia Depiction of Special License Area
3. Exhibit C C2.0 - Civil Site Plan_Ravinia Sidewalk

Executive Summary
Ravinia Festival & City of Highland Park Agreement

19 March 2025

Background

In 2006, the City and Ravinia Festival Association ("RFA") entered into a Development Agreement ("DA") that governs the use of the RFA's property at 418 Sheridan Road ("Property"). The DA outlines standards for use of the Property, special events, traffic management and neighborhood meetings, among others.

Since 2006, the DA has been amended eight times. The first and sixth amendments establish and set forth the terms for a Municipal Admissions Fee to be paid by RFA to the City. The current terms of the Municipal Admissions Fee expire on January 1, 2029.

This Executive Summary outlines items of importance in each DA, and includes a table of all relevant ordinances and resolutions.

Use of Property

- 418 Sheridan Road ("Property") may only be used for outdoor theater, festival-drama. (O13-06)
- The Ravinia Festival Association ("RFA") may produce the following events without the need for authorization: any Ravinia Festival Event that is listed in a season calendar, any Ravinia Festival event that is not listed in the Season Calendar and where attendance is less than 3,000 people and the Pavilion is not in use, or any Off Season Event where attendance is less than 3,000 people and the Pavilion is not in use. (O13-06, O81-2017)
- No Major Ravinia Festival Event and no Major Off Season Event may be conducted on the Property unless the RFA can prove to the City Manager that adequate steps and measures have been taken to address police/fire safety and parking impact on the City and surrounding neighborhood. (O13-06, O81-2017)
- No Community Event nor Parking Event will be allowed unless the RFA provides written notification to the Ravinia Festival Commission and demonstrates to the City Manager that adequate steps and measures have been taken to address police/fire safety and parking impact on the City and surrounding neighborhood. *Please note, that due to the dissolution of the Ravinia Festival Commission, written notification shall only be provided to the City Manager. (O13-06)
- The maximum occupancy of the Property shall not exceed 20,000 ticketed persons or 22,000 total persons. (O13-06)
- The following are considered accessory uses: food service, indoor theater, administrative offices/meetings/gatherings, ticket sales, restrooms, off-street parking, storage/maintenance facilities, retail and merchandise sales, and outdoor projection screens. (O13-06)

Hours of Operation

- The hours of operation for the Pavilion, the lawn seating area, and 2007 Food Service Building are 7:00 AM - 11:59 PM. (O13-06)
- The 2007 Food Service Building shall only be used on event days and only open to individuals attending a permitted event. (O13-06)
- Outdoor concert music should end no later than 11:00 PM, and all attendees must leave the property no later than 11:59 PM. (O13-06)

Municipal Admission Fee

- The RFA agrees to pay to the City a municipal admissions fee that is 5% of the RFA's admissions revenue, received by RFA from concerts presented on the property. (R04-09)
- If the City imposes an amusement tax on the RFA, then the RFA is not required to pay the municipal admissions fee. (R04-09)
- The Sixth Amendment outlines changes made to the calculation of admissions revenue. (R149-2018):
    - Admissions revenue, as defined in the amendment, means the revenue received by the RFA and reported by the RFA annually as admissions within "Program Service Revenue" on the RFA's IRS Form 990.
    - Revenue associated with BGH Classics, or any successor program with the same purpose, is not reported by the RFA on the Form 990 as admissions, and is exempt from the calculation of the admissions revenue. Revenue from the following are also exempt:
        - Family Concerts
        - The fair market value of tickets given by the RFA for contributors to the RFA in exchange for contributions to the RFA
        - Any surcharge for facility, experience center, or box office transactional fees above and beyond and separate from the Municipal Admissions Fee
        - Any artist VIP packages, album bundles, or fan club perks as part of an agreement between RFA and an artist for which fees are remitted exclusively to the artist and not to the RFA
- The RFA will pay the municipal admissions fee during the 2019-2028 Ravinia Festival seasons. The current terms of the municipal admissions fee expire on January 1, 2029. (R149-2018)

Neighborhood Meetings

- The RFA will hold at least two neighborhood meetings per year, in cooperation with the City. The meetings will allow residents, the RFA, and the City to discuss traffic management and other matters that affect the neighbors of the RFA. A representative of the City Council or City staff will attend each neighborhood meeting, and the City will prepare and keep minutes of each meeting. (R149-2018)

Noise

- The RFA must comply with Sec. 95.001(O). However, the RFA is permitted to conduct outdoor concerts on the property on Event Days, so long as concert hall music ends no later than 11:00 PM and all attendees have left the premises no later than 11:59 PM.

Special Events

- "Permitted Event" shall be and mean (i) Ravinia Festival Events, (ii) Major Ravinia Festival Events, (iii) Off Season Events, (iv) Major Off Season Events, (v) Community Events, (vi) Parking Events and (vii) such other events as may be approved by the City Manager and ratified by the City Council in accordance with the Minor Change process in Section 8.M.3 of this Ordinance. (O81-2017)
- Permitted Events for Which No Authorization is Required: No advance approval or authorization shall be required prior to the commencement of any of the following Permitted Events: any Off Season Event for which (a) the expected attendance is less than 3,000 people and (b) the Pavilion is not in use. (O81-2017)

Traffic

- On Event Days, truck deliveries to the 2007 Food Service Building are prohibited after 3 PM during the Summer Season or any time when Ravinia transit operations are active. (O18-2017)
- Annually, there must be a memorandum of agreement with the City regarding parking and Police/supervision. On Event Days, truck deliveries to the Property are prohibited any time when the gates to the Property are open to the public. (O13-06)
- The City is permitted to store snow on RFA property. (O13-06)
- RFA employees are not allowed to park on the public ROWs immediately surrounding the Property, except for any area for which there is a Special License Area designated for employee parking. (O13-06)
- The RFA is responsible for ensuring adequate bus service to and from the Property on Event Days. Bus service may be provided by a public transportation company or at the RFA's own cost and expense. (O13-06)
- The RFA must prepare and submit for review and approval a Construction Traffic Management Plan for construction of any Proposed Additions. (Outlined in all Development Agreements)

Table 1: Ravinia Festival Planned Development Approvals (in chronological order)			
Item	**#**	**Title**	**Description**
Restated Ordinance	O13-06	An Ordinance Restating And Granting Special Use Permit And Planned Unit Development Approval (Ravinia Festival - 418 Sheridan Road)	Incorporates all other approvals into this Ordinance.[1]
Development Agreement (DA)	R20-06 for the re-plat, DA with O13-06	Development Agreement Between The City Of Highland Park And The Ravinia Festival Association (Ravinia Development Agreement) Dated as of February 13, 2006	Improvements contemporary to this DA are the following: 2007 Food Service Building and the Outdoor Screen, a Landscape Plan, a Green Bay Trail ROW Plan, Snow storage, employee parking, and bus system agreements.
1st Amendment to DA	R04-09	A Resolution Approving A First Amendment To The Development Agreement Between The City Of Highland Park And The Ravinia Festival Association. Approved Jan. 26, 2009. Recorded Feb. 3, 2009.	Municipal Admissions Fees
2nd Amendment to DA	R76-10	A Resolution Ratifying a Minor Amendment to the Ravinia Festival Planned Development	Pedestrian underpass, kiosks, lighting, and landscaping structures
	R77-10	A Resolution Approving A Second Amendment To The Development Agreement Between The City of Highland Park And The Ravinia Festival Association. September 13, 2010	Pedestrian underpass, kiosks, lighting, and landscaping structures
	R78-10	A Resolution Approving the Installation of Signage Along the	Signs along Green Bay Trail

[1] l. Ordinance No. 8-70 entitled "AN ORDINANCE GRANTING A SPECIAL PERMIT TO RAVINIA FESTIVAL ASSOCIATION" passed by the City Council on February 9, 1970;

2. Ordinance No. 5A-74 entitled "AN ORDINANCE GRANTING A SPECIAL PERMIT TO RAVINIA FESTIVAL ASSOCIATION" passed by the City Council on January l, 1974;

3. Ordinance No. l8-79B entitled "AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO RAVINIA FESTIVAL ASSOCIATION" passed by the City Council on April 9, 1979;

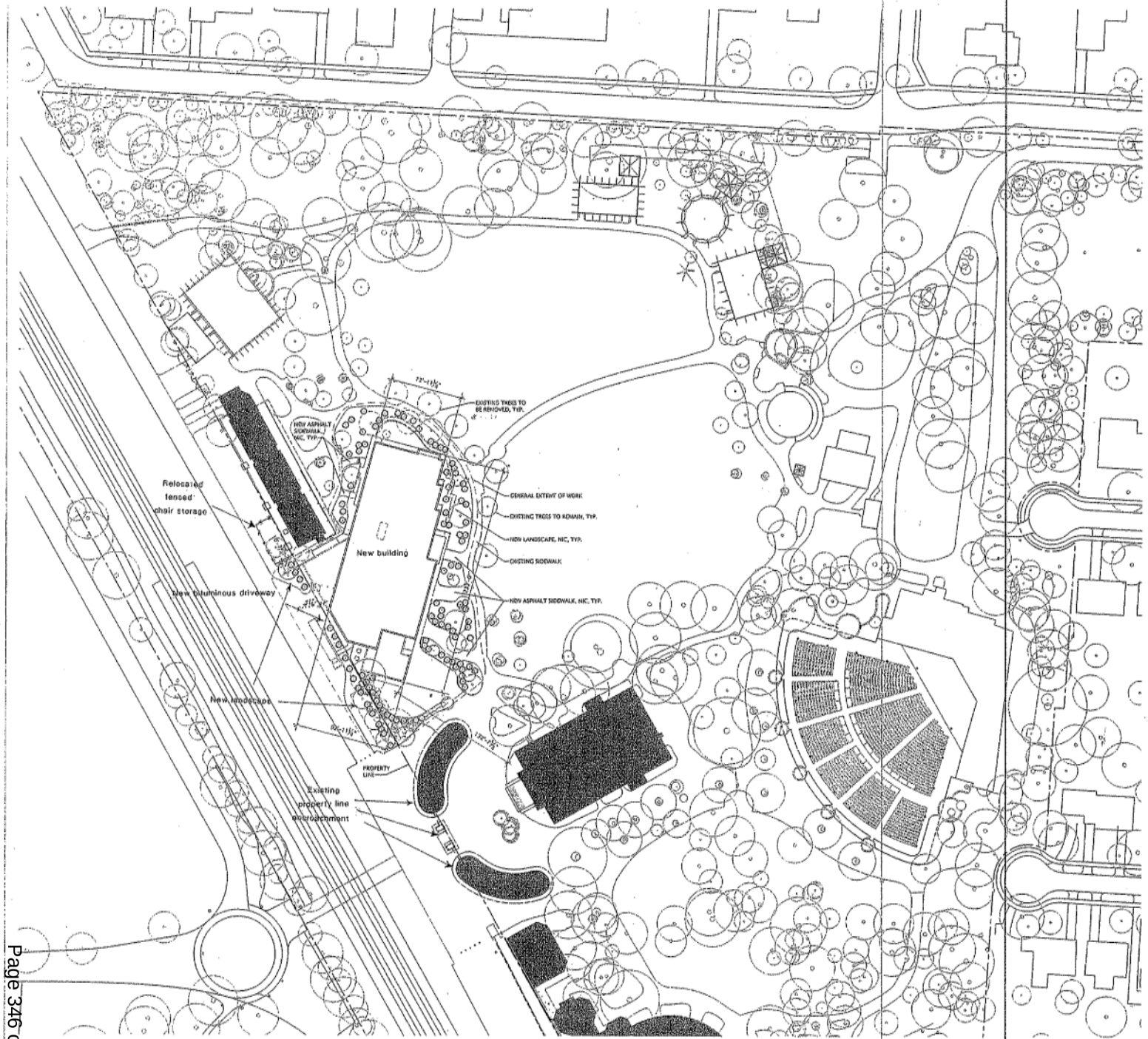
4. Ordinance No. 41A-79 entitled "AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO RAVINIA FESTIVAL ASSOCIATION 11 passed by the City Council on September 24, 1979; and

5. Ordinance No. 5-85 entitled "AN ORDINANCE GRANTING A SPECIAL USE PERMIT IN THE NATURE OF A CONDITIONAL USE TO THE RAVINIA FESTIVAL ASSOCIATION AND CREATING THE RAVINIA FESTIVAL COMMUNITY RELATIONS COMMISSION" passed by the City Council on February 25, 1985.

NOTE: The list above is from Ordinance 08-87. All the Ordinances above are identified as being repealed in their entirety by Ord. 08-87.

		Green Bay Trail by the Ravinia Festival Association. September 13, 2010	
3rd Amendment to DA	R132-14	A Resolution Approving A Third Amendment To The Development Agreement Between The City of Highland Park And The Ravinia Festival Association.	Improvements to vacated ROW, North bus drive/drop-off – pick-up improvements
4th Amendment to DA	R89-2016	A Resolution Approving a Fourth Amendment To The Development Agreement Between The City of Highland Park And The Ravinia Festival Association. June 13, 2016.	Cell Antenna system
	O55-2016	An Ordinance Amending a Special Use Permit for Planned Development and Granting a Special Use Permit for the Installation of Personal Wireless Telecommunications Facilities. June 13, 2016.	
5th Amendment to DA	R134-2017 Resolution to approve amendment to DA	August 28, 2017.	Music Experience Center
	O81-2017	An Ordinance Amending a Special Use Permit for Planned Development for the Construction of the Music Experience Center Building and Open-Air Veranda	Music Experience Center Building and Open-Air Veranda
6th Amendment to DA	R149-2018 Resolution to approve amendment to DA	Nov. 13, 2018 approval. Recorded Feb. 6, 2019.	Municipal Admissions Fee (deadline expired from 1st Amendment)
Minor Amendment (Unnumbered)	R102-2020	August 18, 2020	Removal of vegetation and existing fence. New fence along Lambert Tree Road and other areas and new landscaping around the new fence.
7th Amendment to the DA	O46-2022	May 9, 2022	2nd story additions to 2 existing accessory buildings
	R102-2020	DA also amended	

	Resolution to approve amendment to DA		
8th Amendment to the DA	O64-2024	August 26, 2024	Rooftop mech. room addition, new fence along east property line, and loading dock expansion
	R99-2024	DA also amended	



1 SITE PLAN
SCALE: 1/32" = 1'-0"

KEYNOTES

NOTES

ARCHITECTURE PLANNING INTERIORS
LOHAN ANDERSON

Ravinia Festival
Owner

A T Associates
Owner's Representative

Halvorson Kaye Structural Engineers
Structural Engineers

Environmental Systems Design, Inc.
MEP and FP Engineers

Bleck Engineering Company, Inc.
Civil Engineers

S3 Consultants
Foodservice Consultants

W.E. Olson, Inc.
Construction Manager

N

KEY PLAN

REV.	DATE	ISSUE

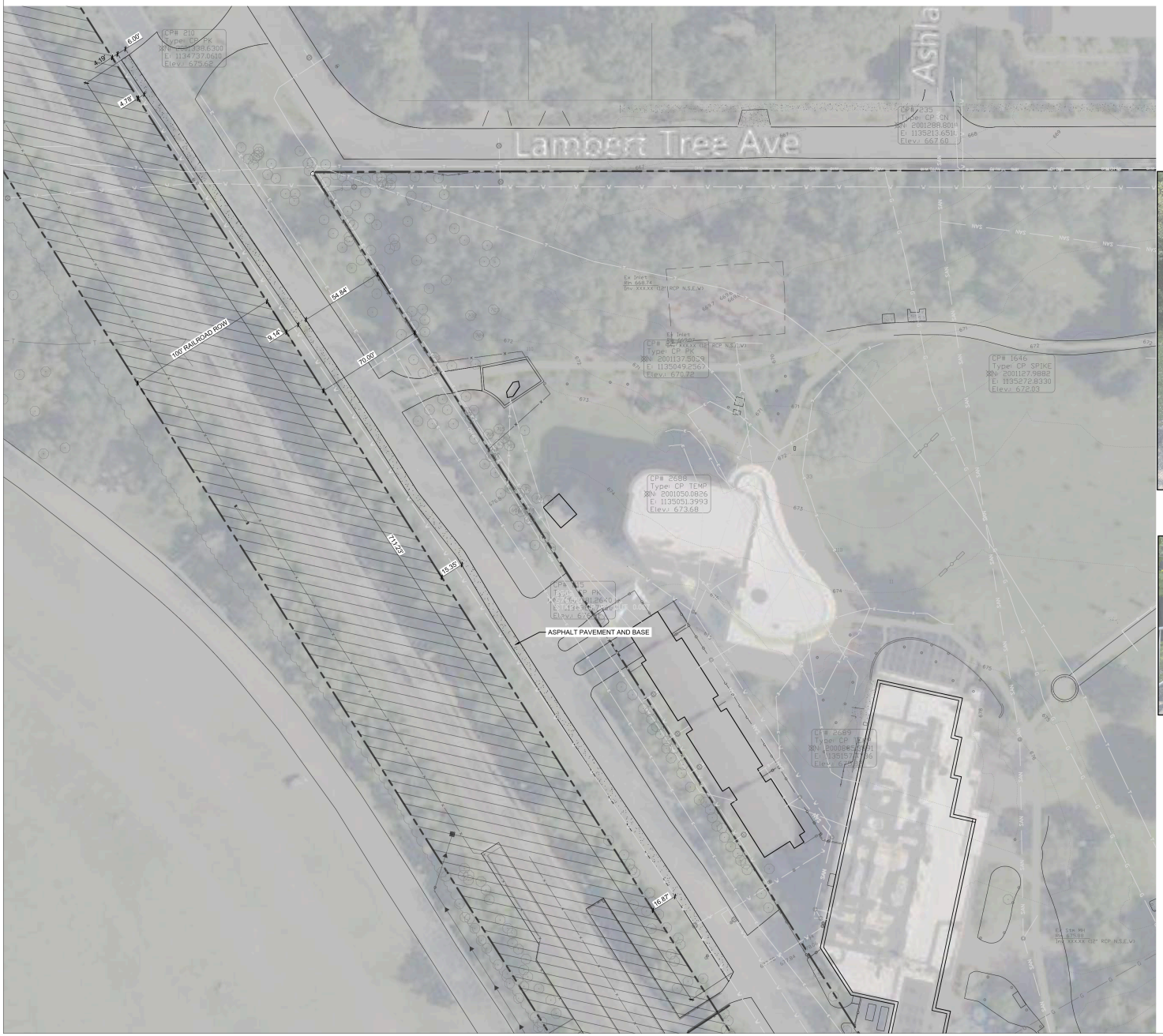
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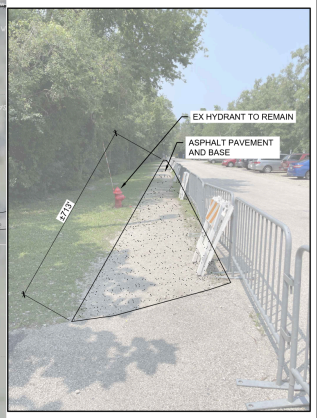
RAVINIA FOOD SERVICE BUILDING

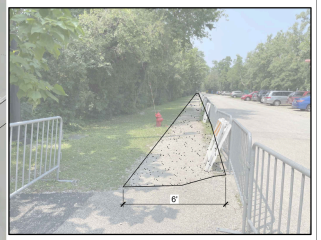
PROJECT NUMBER: 05300
SCALE: AS NOTED

GREENBAY TRAIL PROPOSED CONDITIONS

AS101







N

Scale: 1 inch = 30 feet

LEGEND:

PROPERTY LINE

ASPHALT PAVEMENT AND BASE

RAVINIA FESTIVAL SITE IMPROVEMENTS

200 Ravinia Park Road
Highland Park, IL. 60035

Client

RAVINIA FESTIVAL
200 Ravinia Park Road
Highland Park, IL. 60035

Project Team

CIVIL ENGINEER/LANDSCAPE ARCHITECT
TERRA ENGINEERING LTD.
225 W Ohio Street - Suite 400; Chicago, IL 60654
(T) 312.467-0123 | (F) 312.467-0220

Revisions

Date	Issue

Stamp

Title

CIVIL SITE PLAN

Sheet No.

C2.0

TERRA Project No. XX-XXX

Dec 23, 2025 - 8:56am
M:_2025\25-276 Ravinia Festival Site Improvements\Design\GIS\Drawings\C2.0 - Civil Site Plan.dwg

City of Highland Park

Ravinia Festival: Special License Agreement

Committee of the Whole

April 13, 2026

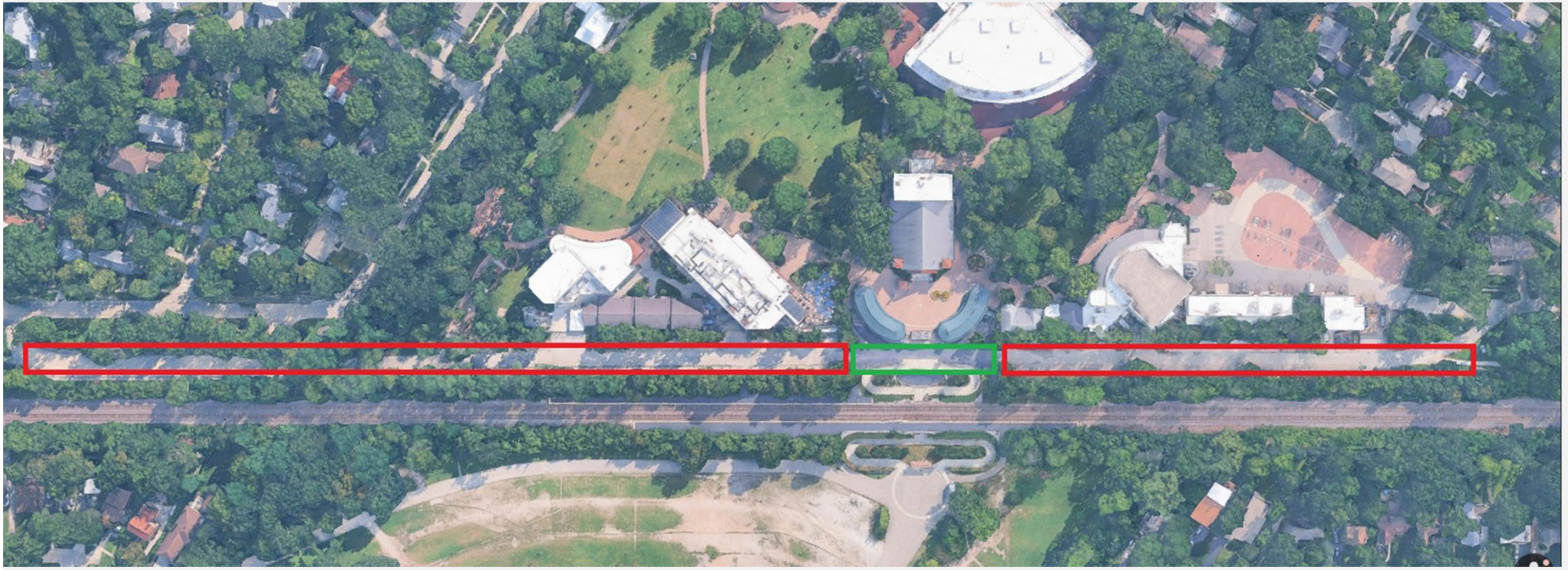
Background

- Ravinia Festival Development Agreement
  - The City and the RFA first entered into a DA in 2006
    - The original DA codified many of the agreements and understandings that govern Ravinia Festival
  - Since 2006, the DA has been amended eight times, with the last amendment approved in 2024
  - The current terms of the Municipal Admissions Fee expire on January 1, 2029
    - Will be reviewed and presented to Council in 2028

Review of Current Agreement

- Non-exclusive special license area expired February 13, 2026
- Opportunity for efficiencies
- The RFA is embarking on strategic planning associated with their 125th anniversary for which an updated agreement would be helpful

Special License Area



Recommendation:
Special License Agreement

- Agreement would address items related specifically to the Special License Area
- Formally separating the use of the Special License Area from the DA will allow future updates to be made to the Special License Agreement separate from any zoning matters

Recommendations: Current Practices

- Designated smoking area & fenced enclosure for yard waste/refuse receptacles
- Formal documentation of security gate
- Restriction of non-motorized/motorized traffic
- Establishment of public demonstration area
- Third party use of the Special License Area

Recommendations: New Items

- Term extension of Special License Area
- Routine maintenance of public right-of-way
- Use of security cameras
- Use of operational signage
- Sidewalk improvements & safety bollards

Financial Impact

- No financial impact to the City
  - RFA pays for all police, fire and transit services the City provides

Summary

- Staff recommends Special License Agreement

Current Practices:

- Designated smoking area & fenced enclosure for yard waste/recyclables
- Formal documentation of security gate
- Restriction of non-motorized/motorized traffic
- Third party use of Special License Area

New Items:

- Term extension of Special License Area
- Routine maintenance of public right of way
- Use of security cameras
- Use of operational signage
- Sidewalk improvements & safety bollards

City of Highland Park

Ravinia Festival: Special License Agreement

Committee of the Whole

April 13, 2026

DANIELA O'LEARY-GILL
Chairman

JEFFREY P. HAYDON
President & CEO

MARIN ALSOP
Chief Conductor

4/24/26

To: Office of the City Manager
Attn: Ms. Ghida Neukirch
Re: Green Bay Trail Lighting

Overview

On April 13, 2026 Ravinia Festival Association (RFA) attended the Highland Park City Council "Committee of the Whole" meeting to discuss a Special License for specific uses of the Green Bay Trail directly adjacent to RFA grounds. During this discussion, a City Council member suggested that lighting should be installed along the Green Bay Trail connecting the Special License Area to the Ravinia Business District, with RFA's financial participation in the effort.

RFA Response

Use of the Green Bay Trail by RFA patrons outside of the Special License Area has decreased over the past 5 years due to operational changes;

1. Ravinia Business District parking lots were removed from the RFA Park & Ride system several years ago, per Highland Park's request, in order to preserve parking spaces for local businesses. These parking lots no longer appear on RFA's website as available patron parking.
2. RFA has further consolidated parking to onsite lots by operating Park & Ride only when dictated by crowd size. This equates to approximately 35-40 performances per year that Park & Ride operates as opposed to 65+ pre-2020.

The Special License Area is covered by existing lighting;

1. RFA, at its cost, upgraded lighting along approximately 1,500ft of the Special License Area in 2013. Continued maintenance and electrical service costs associated with these fixtures are covered by RFA.
2. There are existing ComEd fixtures that light the remaining 750ft of the Special License Area.

RFA accounts for a small percentage of the overall use of the Green Bay Trail outside of the Special License area and maintains lighting within the Special License area at its sole cost. However, if a majority of the funding for the project is secured by others, RFA is willing to take a request for modest financial support to its Board of Trustees for consideration.

Regards,

Jim Schmitz
Chief of Park Operations
Ravinia Festival Association

CITY OF HIGHLAND PARK

RESOLUTION NO. _____

A Resolution Approving a Special License Agreement with Ravinia Festival Association

WHEREAS, Ravinia Festival Association, an Illinois not-for-profit corporation ("***RFA***"), is the record title owner of that certain parcel of real property commonly known as 418 Sheridan Road, Highland Park, Illinois, consisting of approximately 37 acres ("***Property***"); and

WHEREAS, the City is the owner of that public right-of-way that bisects the Property and is known as the Green Bay Trail ("***City ROW***"), which City ROW is improved in part with a gravel trail; and

WHEREAS, on February 13, 2006, the City and the RFA entered into a development agreement for the Property, as has been subsequently amended, pursuant to which the City granted a non-exclusive special license ("***2006 License***") to the RFA to allow within a portion of the City ROW depicted in the plans attached to and, by this reference incorporated in this Agreement as **Exhibit A** ("***Special License Area***"), several improvements, including an entrance gate, fenced enclosure for rental chair storage, fenced enclosure for yard waste and recyclables, designated smoking area, portions of two box offices, a vehicle loading zone, bus loading and unloading, employee parking, patron parking, disabled parking, landscaping, a concrete pedestrian ramp, a guardrail and handrails, a concrete retaining wall, a concrete planter curb, two informational kiosks, lighting, and limestone outcropping (collectively, the "***Existing Improvements***"); and

WHEREAS, the RFA desires to maintain the Existing Improvements and to: (i) install and maintain a six-foot wide sidewalk in the Special License Area; (ii) replace existing temporary bollards with safety bollards in the Special License Area; (iii) install security cameras in the Special License Area ("***Security Cameras***"); and (iv) install operational signage in the Special License Area (collectively with the Existing Improvements, the "***ROW Improvements***"); and

WHEREAS, the RFA and the City desire to enter into an agreement to set forth their respective rights and responsibilities regarding the installation and maintenance of the ROW Improvements within the Licensed Premises ("***Agreement***"); and

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

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

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

SECTION TWO: APPROVAL OF AGREEMENT. The Agreement by and between the City and the RFA 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, on behalf of the City, the Agreement upon receipt by the City Clerk of at least one original copy of the Agreement executed by the RFA; provided, however, that if the executed copy of the Agreement is not received by the City Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the City Council, be null and void.

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

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.:

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

AGREEMENT

THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:

Steven M. Elrod
Elrod Friedman LLP
350 North Clark Street
Second Floor
Chicago, IL 60654

This Space for Recorder's Use Only

NON-EXCLUSIVE SPECIAL LICENSE AGREEMENT

THIS NON-EXCLUSIVE SPECIAL LICENSE AGREEMENT ("***Agreement***"), dated as of this ____ day of _____, 2026 ("***Effective Date***"), is by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation ("***City***"), and **RAVINIA FESTIVAL ASSOCIATION,** an Illinois not-for-profit corporation ("***RFA***").

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

A. The RFA is the owner of that certain parcel of real property commonly known as 418 Sheridan Road and consisting of approximately 37 acres (*"**Property**"*), legally described in **Exhibit A**, attached to and, by this reference incorporated in, this Agreement.

B. The RFA operates the Ravinia Festival outdoor theater on the Property pursuant to a special use ordinance adopted and issued to the RFA by the City (collectively the "**Special Use Permit**").

C. The City is the owner of the public right-of-way known as the Green Bay Trail that bisects the Property (*"**City ROW**"*), as depicted on the civil site plan prepared by Terra Engineering Ltd., consisting of one sheet, and dated December 23, 2025, attached to and, by this reference, incorporated in this Agreement as **Exhibit B** ("***Site Plan***").

D. On February 13, 2006, the City and the RFA entered into a development agreement for the Property, as has been subsequently amended, pursuant to which the City granted a non-exclusive special license ("***2006 License***") to the RFA to allow within a portion of the City ROW depicted in the plans attached to and, by this reference incorporated in this Agreement as **Exhibit C** ("***Special License Area***"), the installation, use and maintenance of several improvements, including without limitation an entrance gate, fenced enclosure for rental chair storage, fenced enclosure for yard waste and recyclables, designated smoking area, portions of two box offices, asphalt paving of a portion of the City ROW, a vehicle loading zone,

bus loading and unloading, employee parking, patron parking, disabled parking, landscaping, a concrete pedestrian ramp, a guardrail and handrails, a concrete retaining wall, a concrete planter curb, two informational kiosks, a security gate at the St. Johns Ave. entrance to the City ROW, lighting, and limestone outcropping (collectively, the "***Existing Improvements***").

E. The RFA desires to maintain the Existing Improvements and to: (i) install and maintain a six-foot wide sidewalk in the Special License Area, as depicted in the Site Plan; (ii) replace existing temporary bollards with safety bollards in the Special License Area, as depicted in the Site Plan; (iii) install security cameras in the Special License Area ("***Security Cameras***"); and (iv) install operational signage in the Special License Area ("***Proposed Improvements***," and collectively with the Existing Improvements, the "***ROW Improvements***").

F. The City and the RFA desire to amend and restate the 2006 License to clarify the RFA's use of and maintenance of the Existing Improvements in the Special License Area and to permit the installation and maintenance of the Proposed Improvements in the Special License Area.

G. The City and the RFA desire to enter into this Agreement to set forth their respective rights and responsibilities regarding the use and maintenance of the Special License Area.

SECTION 2. RESTATEMENT OF GRANT OF LICENSE.

A. Grant of License. Subject to the terms and conditions set forth in this Agreement, the City hereby restates, and grants to the RFA, and the RFA hereby accepts, a non-exclusive revocable (as hereinafter provided) license for the benefit of the Property for the location, installation, use and maintenance of the ROW Improvements (including when necessary or appropriate the replacement thereof) within the Special License Area pursuant to and in strict accordance with the terms and provisions of this Agreement ("***License***"). The RFA acknowledges and agrees that nothing in this Agreement is to be interpreted to provide a license to the RFA to alter the Special License Area in any way other than for the installation and maintenance of the ROW Improvements in accordance with this Agreement.

B. Limitation of Interest. Except for the License granted pursuant to this Agreement, the RFA does not, and will not, have legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Special License Area.

SECTION 3. INSTALLATION OF PROPOSED IMPROVEMENTS; MAINTENANCE OF ROW IMPROVEMENTS AND THE SPECIAL LICENSE AREA.

A. Installation. The RFA must install the Proposed Improvements in a good and workmanlike manner, all at the sole expense of the RFA and subject to inspection and approval by the City, and in accordance with the following:

1. The Proposed Improvements must be installed, and maintained at all times, in compliance with the Site Plan.

2. The Proposed Improvements may not be installed prior to issuance by the City of a building permit therefor (to the extent required by applicable law, ordinance or regulation). The City will have no obligation to issue a building permit for the Proposed Improvements prior to

receipt of a building permit application that includes, without limitation, a depiction of the Proposed Improvements and their support and foundation elements.

3. During the period of installation of the Proposed Improvements, the RFA must maintain the Special License Area and all streets, sidewalks, and other public property in and adjacent to the Special License Area in a safe, good and clean condition without hazard to public use at all times.

4. During the period of installation of the Proposed Improvements, the RFA must: (a) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property by the RFA or any agent of or contractor hired by, or on behalf of, the RFA; and (b) repair any damage that may be caused by the activities of the RFA or any agent of or contractor hired by, or on behalf of, the RFA in connection with the installation of the Proposed Improvements. If the RFA fails to clean, or undertake with due diligence to clean, any street, sidewalk, or other public property within two hours after the City gives the RFA notice to clean all mud, dirt, snow, ice or debris deposited on such property by the RFA or any agent of or contractor hired by, or on behalf of, the RFA, then the City will have the right, but not the obligation, to cause the affected public property to be cleaned and to recover from the RFA all costs incurred by the City in the performance of such work.

5. Prior to the installation of the Security Cameras, the RFA must: (i) post signage notifying patrons of the presence of the Security Cameras, and (ii) provide the City with documentation outlining the location of the signage. The installation of signage required by this Section 3.A.5 is subject to all applicable City laws.

6. Prior to the installation of operational signage, the RFA must provide the City with documentation outlining the location of the signage.

B. <u>Maintenance</u>.

1. <u>Acknowledgment of RFA's Obligations</u>. The RFA acknowledges and agrees that from and after the commencement of the License Term (as defined in Section 9.A of this Agreement), the RFA, and not the City, will be solely responsible for any and all maintenance, repair, replacement, or relocation of the ROW Improvements

2. <u>Maintenance</u>. At all times during the License Term, the RFA must keep the ROW Improvements and the Special License Area reasonably free of any dangerous natural condition so as to avoid and prevent any and all hazards to the public (including, without limitation, snow removal), and must keep the ROW Improvements in their proper and working condition.

3. <u>Repair of City Improvements</u>. The RFA must repair any City-owned improvement (including, without limitation, trees) in the City ROW that is damaged by, or as a result of the location, or by the maintenance by the RFA, of the ROW Improvements.

4. <u>Election Days</u>. The RFA must cooperate in good faith with the Lake County Clerk to ensure that voters may safely enter and exit the Property through the Special License Area on election days during which the Property is used as a polling place.

5. <u>Third-Party Use of the Special License Area</u>. Any third-party use of the Special License Area (other than attendance at events and programs at the Property as contemplated by the Special Use Permit) is subject to the prior written approval of the City and

the RFA. The City is not, and will not be, liable for any third-party activities within the Special License Area.

6. City Maintenance or Repair of the Special License Area. The City has the right, but not the obligation, to perform any maintenance or repair work on the Special License Area required to be performed by the RFA pursuant to this Agreement (including the work described in Sections 3D and 3E below) that, in the sole but reasonable opinion of the City Engineer, the RFA has failed to timely perform, which failure has remained uncured for a period of thirty (30) days after written notice to the RFA from the City (or, for emergency repairs, following written notice to the RFA as soon as practicable); provided, however, that if such maintenance or repair work cannot reasonably be completed within that 30-day period and within that period the RFA commences and diligently pursues such maintenance and repair work, the period for the RFA to cure such failure shall be extended to the extent reasonably required to effect such cure. The City shall have the right to assess the RFA for such work, and to file a lien against the Property for failure to pay the assessment within 90 days of demand. The RFA, and not the City, will be responsible for replacement or repair of any ROW Improvement that may be necessary due to the City's maintenance or repair of the Special License Area.

C. Alteration of Design Prohibited. The RFA may not alter the design of the ROW Improvements as depicted in the Site Plan, except upon the prior written consent of the City.

D. Compliance with Laws. The RFA must keep the ROW Improvements and the Special License Area in compliance at all times with all applicable federal, state and City laws, statutes, codes, ordinances, resolutions, rules, and regulations, as the same have been or may be amended from time to time.

E. Abatement of Dangerous Condition. In the event the ROW Improvements threaten the public health and safety, then in accordance with Section 2.B.6 above, the RFA agrees that (a) the City will have the right, but not the obligation, to take all necessary action to abate the dangerous condition; and (b) the RFA shall reimburse the City for all costs incurred by the City in the performance of such abatement.

F. Insurance. The RFA must procure and maintain public liability insurance with respect to the License and the RFA's use of the Special License Area, in a company or companies acceptable to the City, in limits of $1,000,000.00 per person - $1,000,000.00 per occurrence and property damage insurance in the amounts of $1,000,000.00. The RFA must cause the City to be listed as an additional insured party on any and all insurance policies obtained by the RFA pursuant to the requirements of this Section. No change to such insurance policies that decrease the coverage amounts contained in this Agreement or that remove the City as an additional insured may be made effective without 10 days prior written notice to the City.

SECTION 4. RESERVATION OF RIGHTS.

A. General. The City hereby reserves the right to use the Special License Area in any manner that will not prevent, impede, or interfere in any way with the exercise by the RFA of the rights granted pursuant to this Agreement. The City has the right to grant other non-exclusive licenses or easements in the Special License Area that will not prevent, impede, or interfere in any way with the exercise by the RFA of the rights granted pursuant to this Agreement, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Special License Area. The City further reserves its right of full and normal access to the Special License Area for the maintenance of any existing or future utility located thereon.

B. Installation of Additional Lighting. Without limitation of the rights reserved in Section 4.A of this Agreement, the City and the RFA acknowledge that the City may, in its discretion, install additional lights along portions of the Green Bay Trail between the downtown Highland Park and the Braeside Metra Stations, including within the Special License Area. In recognition of the benefit of additional lighting to the Ravinia Festival operations, the RFA agrees to consider in good faith a commensurate contribution to the City for the installation and maintenance of such lighting.

SECTION 5. LIENS.

The RFA hereby represents and warrants that it will take all necessary action to keep all portions of the Special License Area free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the RFA or its agents on the Special License Area.

SECTION 6. REIMBURSEMENT OF CITY COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable City codes, ordinances, resolutions, rules, or regulations, the RFA must pay to the City, promptly upon presentation of a written demand or demands therefor: (a) all costs incurred by the City in connection with any inspection of the Improvement; and (b) all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Agreement. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the RFA is liable for, and must pay upon demand, all costs incurred by the City for publications and recordings required in connection with the aforesaid matters.

SECTION 7. LIABILITY AND INDEMNITY OF CITY.

A. Maintenance of Special License Area by City. The RFA acknowledges and agrees that the City is not, and will not be, liable for any damage that may occur to the ROW Improvements as a result of the City's necessary maintenance responsibilities with regard to the Special License Area. Any maintenance, repair or replacement of the ROW Improvements necessary as a result of such City maintenance or other work will be at the sole cost and expense of the RFA.

B. City Review. The RFA acknowledges and agrees that the City is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the ROW Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the installation or maintenance of the ROW Improvements, and that the City's review and approval of any such plans and the ROW Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the RFA or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

C. Indemnity. The RFA agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the installation, maintenance, repair or replacement of any portion of the Improvement or the Special License Area; or (ii) the RFA's performance of, or failure to perform, its obligations under this Agreement (collectively, ***"Indemnified Claims"***), whether or

not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of the RFA; provided, however, that this indemnity does not and will not apply to willful misconduct or gross negligence on the part of the City.

D. Defense Expense. The RFA, only as to its own acts or omissions, must, and does 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.

SECTION 8. COVENANTS RUNNING WITH THE LAND.

The License and other rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are and will be rights, restrictions, agreements, and covenants running with the land, will be recorded against the Property, and are binding upon and inure to the benefit of the RFA and the City and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

SECTION 9. TERM, TERMINATION AND RESTORATION.

A. Term. This License is for a term commencing on the Effective Date of this Agreement and ending on the date that is 23 years after the Effective Date, unless sooner revoked by the occurrence of a termination event as described in Section 9.B.1 of this Agreement (***"License Term"***).

B. Termination Events; Restoration of Special License Area.

1. Termination Events. Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other rights and remedies available pursuant to Section 10 of this Agreement, the City may revoke the License and terminate this Agreement upon the occurrence of any of the following events:

a. Termination of the Special Use Permit;

b. The assignment (or purported assignment) of the License and this Agreement to a third party without the prior written consent of the City; or

c. The material default by the RFA in the performance of its material obligations under this Agreement which remains uncured for a period of thirty (30) days after written notice to the RFA from the City; provided, however, that if such cure cannot reasonably be achieved within that 30-day period and within that period the RFA commences and diligently pursues such cure, the period for the RFA to cure such default shall be extended to the extent reasonably required to effect such cure.

2. Restoration of Special License Area.

a. RFA Obligation. Upon the revocation of the License and termination of this Agreement, the RFA, at its sole cost and expense, shall restore those portions of the Special License Area as the City reasonably requests be restored as nearly as practicable to their condition as of the Effective Date, including, without limitation: (1) replacement and grading of all topsoil removed by the RFA; (2) restoration of all fences, plantings, landscaping, and improvements as nearly as practicable to the condition immediately preceding the installation of the Improvement, if disturbed, damaged, or removed by the RFA; (3) replacement of any and all sod removed by the RFA with sod of like quality; and (4) replacement of any and all natural grass removed by the RFA by seeding with a good quality seed.

b. Failure to Restore. In the event that the RFA fails or refuses to repair, replace and/or restore the Special License Area or any City-owned property in accordance with Section 9.B.2.a of this Agreement, the City will have the right, but not the obligation, to perform and complete the repair, restoration, and/or replacement, and to charge the RFA for all costs and expenses, including legal and administrative costs incurred by the City, for such work. If the RFA does not fully reimburse the City for such costs, then the City will have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 9.B.2.b are in addition to, and not in limitation of, any other rights and remedies otherwise available to the City.

C. Survival of Obligations. All obligations of the RFA pursuant to this Agreement that have not been fully performed as of the termination of this Agreement will survive such termination, including, without limitation, the liability and indemnity obligations set forth in Section 7 of this Agreement, and the restoration obligations set forth in Section 9.B of this Agreement.

SECTION 10. ENFORCEMENT.

A. Enforcement. The City and the RFA 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 RFA 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 any party against another party or parties, the prevailing party in the judicial proceeding will be entitled to reimbursement from the unsuccessful party or parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 11. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; or (ii) deposit with a nationally recognized overnight delivery service for next day delivery, addressed as stated in this Section 11.A. The address of any party may be changed by written notice to the other parties. Any notice given by overnight courier will be deemed to have been given and received on the first business day following timely delivery to such courier. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the City:	City of Highland Park 1707 St. Johns Avenue Highland Park, IL 60035 Attention: City Manager
with a copy to:	Elrod Friedman LLP 350 North Clark Street, Second Floor Chicago, IL 60654 Attention: Steven M. Elrod, Corporation Counsel
If to the RFA:	Ravinia Festival Association 418 Sheridan Road Highland Park, IL 60035 Attention: Chief of Park Operations
with a copy to:	Ravinia Festival Association 418 Sheridan Road Highland Park, IL 60035 Attention: General Counsel

B. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

C. Amendments. 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.

D. Authority to Execute. The City hereby warrants and represents to the RFA that the persons executing this Agreement on its behalf have been properly authorized to do so by the City. The RFA hereby warrants and represents to the City that the RFA has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

E. 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 such rights, remedies, and benefits allowed by law.

F. Non-Waiver. The City is not, and will not be, under any obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City is not to be deemed or construed to be a waiver of that right, nor will the failure void or affect the City's right to enforce that right or any other right.

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

H. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement is not to be affected, impaired, or invalidated thereby, but is to remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the enforceability of that provision in any other situation.

I. **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 License granted pursuant to this Agreement.

J. **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 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.

K. **Exhibits.** Exhibits A through C attached this this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement will control.

L. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person may be made, or be valid, against the City or the RFA.

M. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to constitute a duly authorized original.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, effective as of the date first written above.

ATTEST:

THE CITY OF HIGHLAND PARK

By: _____
Ashley Palbitska, Deputy City Clerk

By:_____
Ghida S. Neukirch, City Manager

ATTEST:

RAVINIA FESTIVAL ASSOCIATION

By:_____
Its:_____

By:_____
Its:_____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026 by Ghida Neukirch, the City Manager of the **CITY OF HIGHLAND PARK**, an Illinois municipal corporation, and by Ashley Palbitska, the Deputy City Clerk of said municipal corporation.

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

_____
Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026 by _____, the _____ of the **RAVINIA FESTIVAL ASSOCIATION**, an Illinois not-for-profit corporation, and by _____, the _____ of said corporation.

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

_____
Notary Public

My Commission Expires:

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

CIVIL SITE PLAN

EXHIBIT C

Depiction and Legal Description of Special License Area

Staff Report

Meeting Date: May 27, 2026

Staff Contact: Ron Bannon, Director of Public Works

Department: Public Works Department

Title: An Ordinance Authorizing and Directing the Acquisition of Temporary Construction Easements Through Condemnation for the Judson Avenue Bridge Project

Recommendation:
Staff recommends Authorizing and Directing the Acquisition of Temporary Construction Easements Through Condemnation at 804, 835, and 836 Judson Avenue for the Judson Avenue Bridge Replacement Project. The City has provided the property owners with good-faith offers to purchase the temporary easements for this important infrastructure project; the offers were based on independent appraisals prepared by a certified appraiser; unfortunately, City staff has not been able to secure the temporary easements which are necessary for the project.

Policy Consideration:
The Judson Avenue Bridge over Ravine 3, located on Judson Avenue between Marshman Street and Roger Williams Avenue/Dean Avenue, is a two-lane bridge constructed in 1963. The bridge is nearing the end of its service life and is considered structurally deficient per Illinois Department of Transportation (IDOT) standards. Please note that the bridge remains safe for use and that the City is required to perform routine inspections and provide regular compliance reports to IDOT.

The City received a Moving Ahead for Progress in the 21st Century Act (MAP-21) Surface Transportation Program Bridge Grant (STP-Br) from IDOT for the replacement of the Judson Avenue Bridge over Ravine 3. The use of federal grant funds (administered by the state) requires the City to comply with IDOT regulations, policies, and procedures, including acquiring all Temporary Construction Easements (TCEs) needed for the project. The project scope entails complete demolition and removal of the old bridge and reconstruction of a new single-span weather steel bridge, with a concrete deck, decorative railings, mixed-use pedestrian sidewalk/path, new roadway pavement, curbs, water main, storm sewers, and ravine streambed and slope improvements. Parkway areas disturbed by construction will be restored, including driveway aprons and tree replacement. The bridge is located entirely within the City's right-of-way; however, temporary construction easements are required to allow contractor access during construction and to permit minor grading to complete improvements beyond the right-of-way

limits.

A Temporary Construction Easement (TCE) is a legal agreement that grants a party (often the government or a utility) the right to use a specific portion of private property for a limited time to complete a construction project. While the property owner retains full ownership of the land, they cannot interfere with the permitted construction activities during the easement period. For larger projects, such as bridge construction, the TCE is in place for a period of five years, or until the project is completed, whichever comes first. For the Judson Avenue Bridge Project, TCEs are needed from four property owners located adjacent to the bridge. To date, the City has come to terms with one of the four property owners. The remaining three property owners (804,835,836 Judson Ave) remain unsecured, despite multiple written good-faith offers to purchase the TCEs, which are based upon independent appraisals prepared by a certified appraiser. The project cannot proceed without having all needed TCEs in place.

The City continues to negotiate in good faith with the three property owners for the needed temporary construction easements. The passage of this ordinance does not require that the City move to condemnation; however, it allows the City to do so if necessary.

Core Priorities:

Infrastructure Investment

The City continues to prioritize and invest in vital infrastructure projects, such as the Judson Avenue Bridge, which provides critical connectivity, ensures safe and reliable travel for pedestrians, cyclists, and drivers, and supports efficient access to schools, businesses, and community services.

Attachments:

1. HP Ordinance Authorizing and Directing the Acquisition of Temporary Construction Easements through Condemnation
2. Exhibit A Legal Description of Properties
3. EXHIBIT B DEPICTION OF TEMPORARY CONSTRUCTION EASEMENTS

City of Highland Park

Ordinance No. ____

An Ordinance Authorizing and Directing the Acquisition of
Temporary Construction Easements Through Condemnation
(804, 835, and 836 Judson Avenue)

WHEREAS, the City of Highland Park ("***City***"), as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the City has obtained grant funding from the Illinois Department of Transportation (*"**IDOT**"*) for the replacement of the Judson Avenue Bridge, which is located within the Judson Avenue right-of-way between Marshman Avenue to the north and Dean Avenue to the south (*"**Project**"*); and

WHEREAS, in order to complete the Project, it is necessary to obtain temporary construction easements over portions of real property located proximate to the Judson Avenue Bridge (collectively, the *"**Temporary Construction Easements**"*); and

WHEREAS, the City has determined that completion of the Project requires acquisition of Temporary Construction Easements over portions of the real properties located at the addresses commonly known as 804, 835, and 836 Judson Avenue (collectively, the *"**Properties**"*), which Properties are legally described in **Exhibit A** attached to this Ordinance, and which Temporary Construction Easements are depicted in **Exhibit B** attached to this Ordinance; and

WHEREAS, the Properties are located entirely within the City; and

WHEREAS, the acquisition of the Temporary Construction Easements by the City will further a legitimate public use and public purpose; and

WHEREAS, the City intends and desires to control and use the land underlying the Temporary Construction Easements for a legitimate public use or public purpose; and

WHEREAS, the City previously delivered to the owner of record for each of the Properties (each an "***Owner***") multiple written good-faith offers to purchase the Temporary Construction Easements, based upon independent appraisals prepared by a certified appraiser, in an effort to acquire the Temporary Construction Easements in a voluntary purchase and sale transaction; and

WHEREAS, each of the Owners has not accepted the good-faith offers made by the City for the voluntary purchase and sale of the Temporary Construction Easements, and otherwise has failed to reach agreement with the City for a voluntary purchase and sale transaction; and

WHEREAS, the City has engaged the Owners in good-faith negotiations with the intent of reaching a mutual agreement on a price and other terms for which each Owner would be willing to sell the Temporary Construction Easements to the City, and for which the City would be willing to purchase the Temporary Construction Easements from the Owner, but despite such good-faith

negotiations, the City and the Owners have failed to reach agreement for the voluntary sale and purchase of the Temporary Construction Easements; and

WHEREAS, the City Council specifically finds that acquiring the Temporary Construction Easements would be useful, advantageous, and desirable for municipal purposes and the public safety and welfare, and that it is necessary, convenient, desirable, and in the best interests of the City to acquire the Temporary Construction Easements for public control and use, in order to complete the Project, and pursuant to the powers and authority, set forth in this Ordinance and in the Illinois Compiled Statutes, including specifically, but without limitation, the provisions of Sections 11-61-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-61-1 *et seq.*, and the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1 *et seq.*; and

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: ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENTS NECESSARY, CONVENIENT, USEFUL, ADVANTAGEOUS AND DESIRABLE. The City Council specifically finds that it is necessary, convenient, useful, advantageous, desirable, and in the best interests of the City to acquire the Temporary Construction Easements in furtherance of the legitimate public use and purposes set forth in the recitals of this Ordinance and as may otherwise be authorized by law. The City Council finds that the Temporary Construction Easements are proper and appropriate for such public use and purposes, that the Temporary Construction Easements are properly and lawfully subject to condemnation by the City, and that the City is properly exercising its power of eminent domain for the acquisition of the Temporary Construction Easements.

SECTION THREE: AUTHORIZATION AND DIRECTION FOR ACQUISITION BY EMINENT DOMAIN. Because each of the Owners has failed to accept or refused the City's good-faith offers to purchase the Temporary Construction Easements, the City Council, in furtherance of the findings and public use and purposes set forth in this Ordinance and in accordance with the authority conferred by the Illinois Compiled Statutes including specifically, but without limitation, the provisions of Section 11-61-1 *et seq.* of the Illinois Municipal Code (65 ILCS 5/11-61-1 *et seq.*) and the Illinois Eminent Domain Act (735 ILCS 30/1-1-1 *et seq.*), authorizes and directs the City Manager and the Corporation Counsel to file complaints for condemnation in the Circuit Court of Lake County, Illinois and prosecute to completion such eminent domain or other legal proceedings to acquire the Temporary Construction Easements from all the Properties, free and clear of all liens, easements and encumbrances.

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

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

[SIGNATURE PAGE FOLLOWS]

AYES:
NAYS:
ABSENT:
PASSED:
APPROVED:
PUBLISHED IN PAMPHLET FORM:
ORDINANCE NO.:

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTIES

EXHIBIT B

DEPICTION OF TEMPORARY CONSTRUCTION EASEMENTS

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTIES

Route:	1130 (Judson Ave)
Section:	18-00133-00-BR
County:	Lake
Job No.:	R-91-012-24
Parcel:	0001TE
Station:	9+08.64 to 9+85.68
Index No.:	16-36-104-007

That part of Lot 26 in South Highland Addition to Highland Park, recorded June 7, 1973 in Book "A" of Plats, Page 101, located in the southeast quarter Section 25, Township 43 North, Range 12 East of the 3rd Principal Meridian, Lake County, Illinois; bearings and distances are based on Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99997370; described as follows, to wit:

Commencing at a point in the southwesterly line of Judson Avenue, said point being 22.60 feet northwesterly from the point of intersection of the south line of said Lot 26 with the southwesterly Right of Way line of Judson Avenue; thence South 32 degrees, 17 minutes, 52 seconds East, 7.00 feet, along said southwesterly Right of Way line of Judson Avenue; thence North 32 degrees, 17 minutes, 52 seconds West 71.38 feet, along said southwesterly Right of Way line of Judson Avenue to the Point of Beginning; thence South 57 degrees, 42 minutes, 08 seconds West 10.00 feet, perpendicular to said southwesterly Right of Way line of Judson Avenue; thence North 32 degrees, 17 minutes, 52 seconds West 73.59 feet, along a line that is parallel with said Southwesterly Right of Way line of Judson Avenue to the Southerly line of Lot 2, Jerome W. Daub Subdivision plat as recorded in Document Number 1941943, said line being the centerline of the water course of a ravine; thence North 38 degrees, 39 minutes, 22 seconds East 10.58 feet, along said Southerly line of Lot 2 to the intersection of the said southerly line of Lot 2 and said Southwesterly Right of Way line of Judson Avenue; thence South 32 degrees, 17 minutes, 52 seconds East 77.04 feet, along said southwesterly Right of Way line of Judson Avenue to the Point of Beginning.

Said parcel contains 0.017 acres, more or less.

APPROVED
By douglas.mcclintic at 11:19 am, Oct 31, 2025

Route:	1130 (Judson Ave)
Section:	18-00133-00-BR
County:	Lake
Job No.:	R-91-012-24
Parcel:	0003TE
Station:	10+63.87 to 11+05.01
Index No.:	16-25-318-015

Part of Lot 1 in Jerome W. Daub Subdivision, as recorded in Document Number 1941943, being a Subdivision of part of Lot 26 in South Highland Addition to Highland Park, recorded June 7, 1973 in Book “A” of Plats, Page 101, in the Southwest Quarter of Section 25, Township 43 North, Range 12 East of the Third Principal Merdian, situated in Lake County, Illinois, bearings and distances are based on Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99997370; described as follows:

Beginning at the Southeast Corner of said Lot 1, being the intersection of the Southwesterly Right of Way line of Judson Avenue and the Southerly line of said Lot 1; thence South 55 degrees, 07 minutes, 17 seconds West 10.00 feet, along said Southerly line of Lot 1 to a point 10.00 feet measured perpendicular to said Southwesterly Right of Way line of Judson Avenue; thence North 32 degrees, 17 minutes, 52 seconds West 41.14 feet, along a line parallel to said Southwesterly Right of Way line of Judson Avenue to the Northerly line of said Lot 1; thence North 57 degrees, 42 minutes, 09 seconds East 10.00 feet, along said Northerly line of Lot 1 to Northeast Corner of said Lot 1 and said Southwesterly Right of Way line of Judson Avenue; thence South 32 degrees, 17 minutes, 52 seconds East 40.69 feet, along said Southwesterly Right of Way of Judson Avenue to the Point of Beginning.

Said parcel contains 0.009 acres or 409 square feet, more or less.

APPROVED
By douglas.mcclintic at 1:07 pm, Oct 31, 2025

Route:	1130 (Judson Ave)
Section:	18-00133-00-BR
County:	Lake
Job No.:	R-91-012-24
Parcel:	0004TE
Station:	10+18.96 to 11+33.91
Index No.:	16-25-315-019

Part of Lot 1 in P.S. Resubdivision, recorded April 23, 1993 as Document Number 33199988, being a Resubdivision of Lots 31 and 32 and the easterly 125.00 feet of Lot 33 in South Highland and addition to Highland Park, in the south 1/2 of Section 25 and North part of Section 36, Township 43 North, Range 12 East of the Third Principal Meridian, and North 1/2 of fractional Section 31, Township 43 North, Range 13, East of the Third Principal Merdian, situated in Lake County, Illinois, bearings and distances are based on Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.99997370; described as follows:

Beginning at the most Southerly Corner of said Lot 1, also being the intersection of the Northeasterly Right of Way line of Judson Avenue and the Southeasterly line of said Lot 1; thence North 32 degrees, 17 minutes, 52 seconds West 114.96 feet, along said Northeasterly Right of Way line of Judson Avenue; thence North 57 degrees, 42 minutes, 08 seconds West 10.00 feet, to a point as measured perpendicular to the northeasterly Right of Way line of Judson Avenue; thence South 32 degrees, 17 minutes, 52 seconds East 110.00 feet, parallel with said northeasterly Right of Way line of Judson Avenue to said Southeasterly line of Lot 1; thence South 31 degrees, 19 minutes, 45 seconds West 11.16 feet, along said Southeasterly line of Lot 1 to the Point of Beginning.

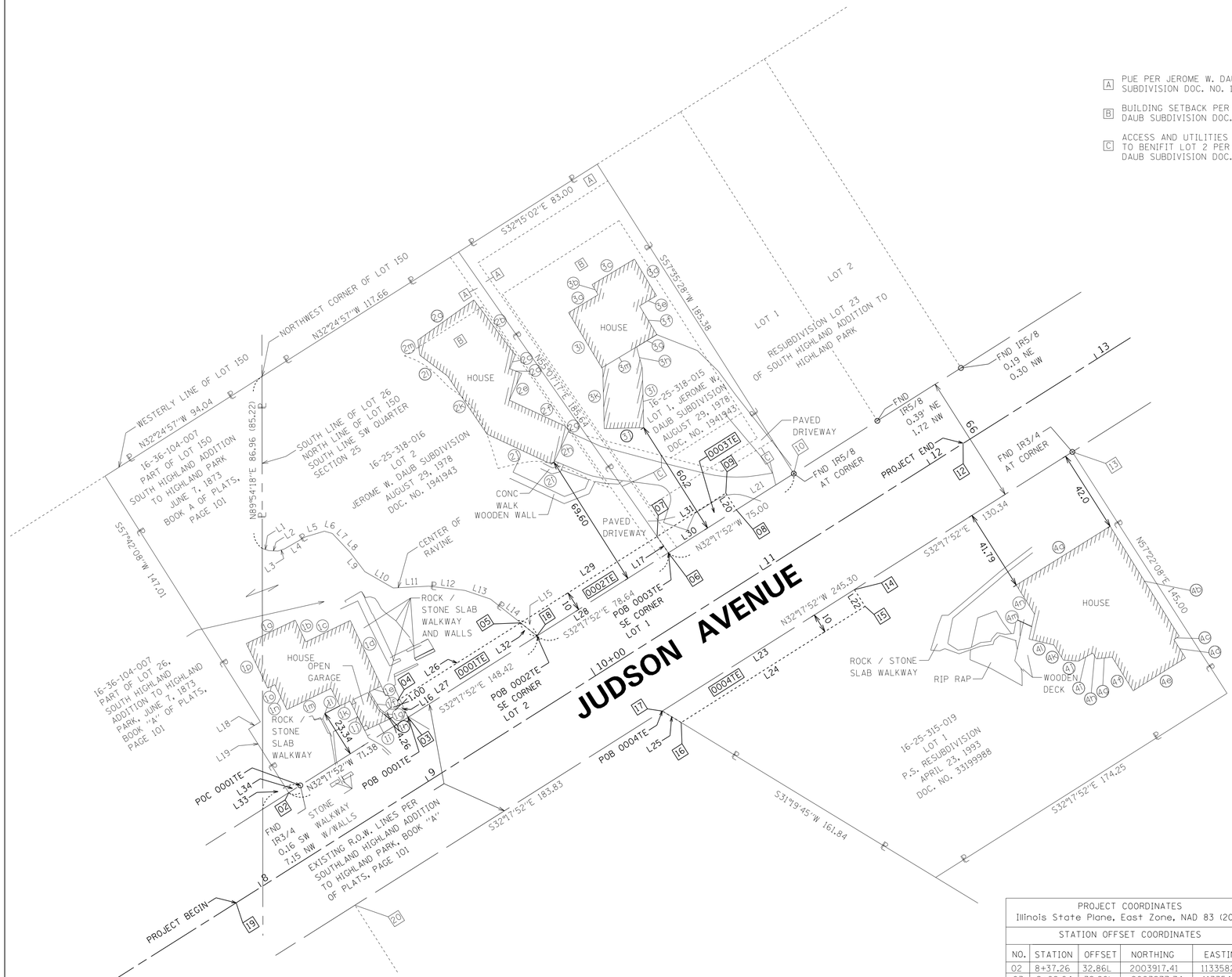
Said parcel contains 0.026 acres, more or less.

APPROVED
By douglas.mcclintic at 1:10 pm, Oct 31, 2025

EXHIBIT B

DEPICTION OF TEMPORARY CONSTRUCTION EASEMENTS

PART OF THE NE 1/4 OF SEC. 36 AND SE 1/4 OF SEC. 25, TWP. 43N., R. 12E. OF THE 3RD P.M., LAKE COUNTY, ILLINOIS



A PUE PER JEROME W. DAUB SUBDIVISION DOC. NO. 1941943

B BUILDING SETBACK PER JEROME W. DAUB SUBDIVISION DOC. NO. 1941943

C ACCESS AND UTILITIES EASEMENT TO BENIFIT LOT 2 PER JEROME W. DAUB SUBDIVISION DOC. NO. 1941943

LEGEND

SECTION CORNER

QUARTER SECTION CORNER

SECTION / QUARTER SECTION LINE
PLATTED LOT LINES
PROPERTY (DEED) LINE
APPARENT PROPERTY LINE
EXISTING CENTERLINE
PROPOSED CENTERLINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED EASEMENT
EXISTING ACCESS CONTROL LINE
PROPOSED ACCESS CONTROL LINE
129.32' MEASURED DIMENSION
129.32' (COMP) COMPUTED DIMENSION
(129.32') RECORDED DIMENSION
EXISTING BUILDING

GRAPHIC SCALE FEET 0 30
SCALE: 1"= 30'

BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

- IRON PIPE OR ROD FOUND
- + CUT CROSS FOUND OR SET
- ⊕ "MAG" NAIL SET
- ● 5/8" REBAR SET
- ■ STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- ■ M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 667101.02 (TO BE SET BY OTHERS)
- □ RIGHT OF WAY STAKING PROPOSED TO BE SET

BUILDING DIMENSIONS

1a	27.44	3a	17.50
1b	12.29	3b	6.00
1c	25.00	3c	25.00
1d	36.64	3d	21.60
1e	6.74	3e	10.00
1f	10.19	3f	17.00
1g	6.89	3g	12.00
1h	0.85	3h	11.25
1i	13.81	3i	30.00
1j	16.61	3j	20.00
1k	5.71	3k	30.00
1l	9.91	3l	33.50
1m	24.76	3m	20.50
1n	14.00		
1o	4.00	4a	56.00
1p	25.00	4b	65.70
		4c	3.15
2a	34.87	4d	11.00
2b	34.81	4e	31.20
2c	7.49	4f	20.10
2d	6.43	4g	7.96
2e	14.93	4h	3.50
2f	31.34	4i	8.26
2g	2.77	4j	7.67
2h	17.62	4k	9.02
2i	2.83	4l	12.95
2j	34.22	4m	12.95
2k	35.52	4n	17.32
2l	17.63		
2m	7.66		

LINE TABLE

L1	S19°06'39"W	3.54
L2	S02°58'26"W	4.58
L3	S19°04'20"E	3.51
L4	S29°48'21"E	12.09
L5	S16°45'03"E	10.07
L6	S15°28'37"W	4.23
L7	S46°46'45"W	13.07
L8	S54°48'03"W	6.76
L9	S50°23'07"W	5.54
L10	S29°55'02"W	16.56
L11	S02°51'03"E	17.97
L12	S06°34'15"W	18.45
L13	S18°41'10"W	13.61
L14	S38°14'40"W	17.58
L15	S38°39'22"W	12.45
L16	S57°42'08"W	10.00
L17	S55°07'17"W	10.00
L18	S32°17'52"E	7.00
L19	S57°42'08"W	38.00
L20	N57°42'09"E	10.00
L21	S32°17'52"E	34.31
L22	N57°42'08"E	10.00
L23	N32°17'52"W	114.96
L24	S32°17'52"E	110.00
L25	S31°19'45"E	11.16
L26	N32°17'52"W	73.59
L27	S32°17'52"E	77.04
L28	S32°17'52"E	78.64
L29	N32°17'52"W	81.64
L30	S32°17'52"E	40.69
L31	N32°17'52"W	41.14
L32	N38°39'22"E	10.58
L33	N32°17'52"W	22.60
L34	S32°17'52"W	7.00

SURVEY NOTES:
1. ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
2. BEARING, DISTANCES, AND COORDINATES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID".
3. ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN BY THE COMBINATION FACTOR OF 0.99997370.
4. AREAS SHOWN ON THIS PLAT ARE "GROUND".
5. FIELD SURVEY COMPLETED ON FEBRUARY 16, 2024.

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, SCOTT A. LUTZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, PATRICK ENGINEERING INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-00409,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 25 AND 36, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSIT IONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT LISLE, ILLINOIS THIS DAY OF 2024 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3511
LICENSE EXPIRATION DATE: NOVEMBER 30, 2026

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

APPROVED
By douglas.mcclintic at 11:12 am, Oct 31, 2025

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT AREA SQUARE FEET	EASEMENT PURPOSE	PARCEL INDEX NUMBER
0001TE	0.393	0.000	0.000	0.393	0.017	0	TEMPORARY EASEMENT	16-36-104-007
0002TE	0.531	0.000	0.000	0.531	0.018	0	TEMPORARY EASEMENT	16-25-318-016
0003TE	0.336	0.000	0.000	0.336	0.009	409	TEMPORARY EASEMENT	16-25-318-015
0004TE	0.698	0.000	0.000	0.698	0.026	0	TEMPORARY EASEMENT	16-25-315-019

PROJECT COORDINATES
Illinois State Plane, East Zone, NAD 83 (2011)

STATION OFFSET COORDINATES

NO.	STATION	OFFSET	NORTHING	EASTING
02	8+37.26	32.86L	2003917.41	1133582.25
03	9+08.64	32.86L	2003977.74	1133544.11
04	9+08.64	42.86L	2003972.41	1133535.66
05	9+82.23	42.86L	2004034.61	1133496.34
06	10+64.32	32.86L	2004109.35	1133460.93
07	10+63.87	42.86L	2004103.62	1133452.72
08	11+05.01	32.87L	2004143.74	1133439.19
09	11+05.01	42.87L	2004138.40	1133430.74
10	11+39.32	32.87L	2004172.74	1133420.86
12	12+20.00	0.00	2004258.50	1133405.53
13	12+64.26	33.13R	2004313.61	1133409.89
14	11+33.91	33.14R	2004203.43	1133479.54
15	11+33.91	43.14R	2004208.78	1133487.99
16	10+23.91	43.14R	2004115.80	1133546.76
17	10+18.96	33.14R	2004106.26	1133540.96
18	9+85.68	32.86L	2004042.87	1133502.94
19	7+85.00	0.00	2003890.80	1133637.95
20	8+35.13	33.14R	2003950.87	1133639.18

REVISION DATE: 10/27/2025 REVISION MADE BY: LM

RINA
Patrick Engineering Inc.
55 East Monroe
Suite 3450
Chicago, IL 60603
TEL. (312) 201-7900
FAX (312) 220-0722
www.rina-us.org
PROFESSIONAL DESIGN FIRM LICENSE NO. 184000409-0014

IDOT USE ONLY

PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
(JUDSON AVENUE)

LIMITS: DEAN AVE TO MARSHMAN ST COUNTY: LAKE
SECTION: 18-00133-00-BR JOB NO.: R-91-012-24
STA. 7+85 TO STA. 12+20
SCALE: 1":30' SHEET 2 OF 2 SHEETS

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

Staff Report

Meeting Date: May 27, 2026

Staff Contact: Patrick Hoffmann, Planner II

Department: Community Development Department

Title: Consideration of a Special Use Permit in the Nature of a Preliminary and Final Planned Development with Modifications from City Code; and a Plat of Re-Subdivision, with Variances from City Code (147 Central Ave.)

Recommendation:

Staff recommend consideration of the Plan and Design Commission's ("**PDC**") recommendation to approve, and the Historic Preservation Commission ("**HPC**") recommendation to deny a Final Planned Development ("**PUD**"), with no relief, and Plat of Re-Subdivision with one requested subdivision variation as well as meeting the standard and specific conditions.



Summary:

- Proposed Development: Subdivide one buildable lot into two independent legal lots of record.
- Subject Property: 147 Central Avenue The Petitioner / Property Owner: Greg Moyer / Atied Associates, LLC and Gale Rothner, as trustee, Greg Moyer authorized representative.
- The Subject Property is a Local Landmark. The entire property at 147 Central Avenue is Regulated pursuant to Chapter 24 – Historic Preservation of the City Code.
- The proposal triggers a Planned Development consideration per Chapter 150 (Zoning Code), and a subdivision per Chapter 151 (Subdivision Code).

Background.
The applicant proposes the subdivision of a Landmarked property into two lots of legal record with subdivision variations and no modifications from the Zoning Code. A Public Benefit is ***not*** required. Unlike most Planned Developments, this consideration necessitated a recommendation from the Historic Preservation Commission because the property is a Local Landmark pursuant to Sec. 150.520(C)[1] site planning constraints and design standards for Planned Developments. The proposed Planned Development does not include a proposal for a new home at this time, or any other development on the proposed Lot 2. When a new home is proposed, it will require an amendment to the Planned Development (if approved here) pursuant to Sec. 150.545(A)(1)(c).

The subdivision of Landmark properties does not affect its landmarked status. The proposed Lot 2 will continue to be regulated[2] by the City's Historic Preservation Code, Chapter 24. Therefore, any Regulated Activity[3], the construction of a new home for example, would require a Certificate of Appropriateness per the Standards for new construction found in Sec. 24.030(C).

Although not part of this Council consideration, the applicant also requested the Removal of Landmark designation from the proposed Lot 2. The Historic Preservation Commission unanimously did not recommend Landmark Removal. Unlike decisions related to Certificates of Appropriateness, which can be appealed per Sec. 24.030(I)(5) to the City Council, the Historic Preservation Commission's decision not to recommend removal of a Landmark designation is final.

Attachments include Commission findings of fact and minutes of their consideration. Applicant's materials can be found in **Attachments 1, 2, and 3**. The applicant submitted their amended proposed Plat of Subdivision based on PDC's recommendation attached as **Attachment 3 Revised RESUB 051526**. Staff has not reviewed this document at the time of writing this staff report.

[1] *Historic Resources.* The Planned Development shall preserve all (1) locally designated landmarks, and (2) properties, structures, areas, objects, and landscapes determined to be historically significant by the Historic Preservation Commission in accordance with Chapters 24 or 170 of the Code.

[2] "Regulated Structure" is defined in Sec. 24.005 of Code as "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"

[3] "Regulated Activity" is defined in Sec. 24.005 of Code as "Any act or process involving the erection, construction, reconstruction, rehabilitation, repair, relocation, alteration, or demolition of a regulated structure."

Commission Consideration:

Plan & Design Commission Recommendation

Application was considered by the PDC at a public hearing[1] on January 6, 2026, April 21, 2026, and May 5, 2026. Please follow the link for the previous meeting videos and materials and see **Attachment 4** for Findings of Fact. Public Comment submitted to the PDC can be found as **Attachment 5**.

On May 5, 2026, the PDC considered the application and the Historic Preservation Commission's recommendation to deny, and voted 3-2[2] to recommend approval with the following conditions:

1. That there be a 30 ft. side yard setback and then a 25 ft. side yard setback towards the rear of the property, preservation of the gatepost, wrought iron fence, and heritage trees.
2. Any new structure on the proposed vacant lot cannot exceed the relative height of the Cornelius Field House or the underlying zoning requirements for height, whichever is more restrictive; and
3. Prohibit additional zoning relief related to the proposed vacant lot.
4. Staff recommend that the inclusion of standard conditions[3] and that the front yard setback of any new structure be aligned with the Cornelius Field House.

Staff Recommended Conditions.

- Staff recommends that the Council consider explicitly making the building lines[4] a condition of approval, if any. The PDC's motion did not explicitly state that the front yard setback of Lot 2 be aligned with the Cornelius Field House on Lot 1 as a condition of approval.
- Important: A Certificate of Appropriateness from the HPC for new construction on Lot 2 and alterations to Lot 1 will be required prior as part of the Planned Development consideration. To ensure regulatory coordination, the staff recommend the Applicant apply for a Certificate of Appropriateness prior to the Plan and Design Commission making a recommendation to the City Council.

Historic Preservation Commission Recommendation.
On January 8, 2026, March 12, 2026, and April 15, 2026 Special Meeting, the HPC considered the proposal and its findings in light of the Planned Development standard that necessitated a recommendation from the Historic Preservation Commission's review:

> "The subdivision of the lot would significantly impact the historical significance of the property at 147 Central Avenue based on the historic fence, columns that make-up the gate, relocation of the new driveway and its impact on the curb appeal, and the growing density of the lot."

- The HPC recommends denial of the proposed Planned Development on the basis that the proposed plan will irreversibly alter the property's historic site setting.
- The HPC further emphasizes that the open space on the property contributes to the estate setting of the Cornelius Field Property, and is an integral part of the historic resource. The HPC finds that allowing the construction of any structure on Lot 2 will create more density and detract from the property's historic significance.

- Although the HPC recommended denial, a subsidiary recommendation addressed conditions should the Planned Development be approved. In that regard, the HPC further recommends the following conditions:

    1. That the Plan and Design Commission require an 80 ft. side yard setback on the west side of the proposed Lot 2.

    2. That any new structure on the proposed Lot 2 not exceed the height of the Cornelius Field House.

    3. That the Plan and Design Commission require the preservation of the gateposts, the wrought-iron fence, the heritage trees, and use of the driveway in its existing location with no additional driveway as conditions of approval.

    4. Prohibit additional zoning relief related to Lot 2.

For full detail of this landmark property and the HPC's findings, recommendation and minutes please see **Attachments 6 and 7** along with their Exhibits**.**

[1] A notice sign was placed on the Subject Property and property owners within 400' of the subject property were noticed by certified US Mail, as required by the City Council for a Planned Development public hearing.

[2] Commissioners Mantis and Ihnchak voting no.

[3] Standard Conditions of approval:

A. The Applicant must secure the necessary approvals from all public utility companies, provide easement statements, and locate all existing easements on the Final Plat, prior to recordation;

B. The Applicant must secure the signatures of the City Engineer and the County Clerk on the Final Plat, prior to its recordation;

C. The Final Plat must include all certificates, signatures, and seals as required by Section 151.005(A)(12) of the City Code;

D. The Final Plat must identify monuments for all corners of the proposed lots; and

E. The Final Plat must be tied into the state plane coordinate system.

[4] Building lines prohibits new structures from encroaching beyond them. Building lines are denoted on the proposed Plat of Subdivision and referenced in the PDC motion. Existing structures are allowed to remain.

Requested Relief:

- The proposed subdivision into the proposed Lots 1 and 2 requires a variation to the lot shape requirement, Section 151.004(A)(1), for creating a lot with more than 4 sides.
    - Lot 1 will have roughly 6 sides and Lot 2 will have roughly 4 sides, however the lots follow the shape of the ravine creating non-rectangular lots that do not meet at right angles. The existing lot has more than 4 sides.

Other comments:

- The applicant has indicated the desire to introduce a driveway entrance that will remove at least one of the Street trees along Central Ave. and may jeopardize additional trees within the Right of Way. Please see staff comments for further information on tree removal.
- The HPC strongly objects to the creation of a new driveway because it would disrupt the continuity of the historic wrought-iron fence on the site. See full HPC recommendation and findings in **Attachment 6.**
- Community Development staff recommended considering the use the existing driveway as a shared driveway in order to maintain the existing street trees and fence etc.
- There is an existing walkway that will cross over the lot line necessitating a variation request or must be removed prior to the creation of the subdivision.
    - The applicant has stated the walkway will be removed.

- Applicant has not specified whether they plan on burying utilities lines as required per Section 151.008(B)(7).

Subdivision Review.

Section 151.004 Minimum Design Standards			
Standard	***Requirement***	***Proposed***	***N***
lot shape	4 sides	Over 4	**Sub.**
lot depth	125'	~320	co
zoning density	LFOZ 40,000 sq. ft.	89,204 SF & 89,312 SF	co
zoning width	LFOZ 100'	162' & 180'	co
creation of nonconformities	none allowed	sidewalk	**Conditio**
tableland	20% or more	complies	co
frontage on a public street	frontage required	Central & Park	co
established property width average	average width of block	121'	co
streets and alleys and pedesterian ways	ROW dedication not required		co
other public access use areas and facilities	no comments from PW		co
utility and drainage easements	new lots proposed	easements proposed	n
lot-in-depth standards	not applicable	not applicable	n
Other Review Notes:			
flood plain	none	no flood plain on property	n
required infrastructure improvements	none		n

Subdivision Standards for Variations: Sec. 151.009. – Variations and Exceptions:

> **"**Variations from these regulations shall not be granted as a right. However, the Plan Commission may recommend and the City Council may grant variations from the regulations contained in this Subdivision Code in specific cases, which

do not affect the general plan or the spirit of the Subdivision Code. Such recommendations shall be communicated to the City Council in writing."

The Applicant request a variation to Section 151.004(A)(1):

- The Applicant's proposal is compliant with the R4 and LFOZ bulk requirements. However, the proposed Lot 1, containing the existing home, will have roughly 6 sides exceeding the allowed 4 sides per the Subdivision Code therefore requiring a variation request. The proposed Lot 2 will have roughly 4 sides, however due to the steep slope zone the lot will not have 4 flat sides requiring a variation request. [1]

- Additionally, there is an existing sidewalk that crosses the proposed shared lot line that the applicant has stated they will remove.

Planned Development Review:
The proposed development does not require any modifications, but triggers a Historic Preservation recommendation.

- The proposal creates an additional lot, but does not depict a home be constructed at this time. Per Section 150.545(A)(1)(c) any future home will require an amendment to the PUD for any increase by more than one percent in Floor Area or building square footage.

- Note that the Historic Preservation Commission's recommendation is not consistent with the Plan and Design Commission's findings regarding Sec. 150.520(C) – **see Attachments 6** for details on HPC recommendation.

[1] "Lot shapes. Every lot shall have four sides. Exceptions may be approved when the applicant demonstrates that a four-sided lot is not feasible because of peculiar topographical conditions, abutting lots of record or abutting parcels, or pre-existing buildings not owned directly or indirectly by the applicant. A lot of other than four sides will not be approved if it appears that such lot has been so formed solely to comply with the minimum area, depth and width requirements of the Zoning Ordinance. As nearly as practicable, intersecting lot lines shall form right angles with each other."

Public Benefit.

- No Section 150 (Zoning Code) modifications are required for this proposal, therefore no Public Benefit is required.
    - However, the applicant has voluntarily offered a $2,500 donation to the City to help promote historic preservation in Highland Park[1].

City Staff & Outside Agency Review:
The following is a summary of comments from City staff, utility, and other governmental agencies:

1. CD-Planning Div. Comments:
    1. Consider the use the existing driveway as a shared driveway in order to maintain the existing street trees. Moreover, please see Historic Preservation concerns related to this property and the off-site elements considered Historic Resources by the HPC (**see Attachment 6**).

    2. See **Attachment 8** for a full zoning review of the proposed lots. Please note, the proposed lots meet Chapter 150 requirements.

2. Public Works Dept.
    1. Engineering Comments: Please see **Attachment 10**.

    2. Forestry:

        1. Should this PUD be approved, and the application proceed to the permitting phase of development, the applicant will be required to submit a TREE permit alongside the construction of the new driveway. As part of that application, Forestry staff will review and administer any fees/mitigation planting as required by Chapter 94 of Highland Park City Code. The applicant will also need to provide a comprehensive Tree Preservation Plan to outline what measures will be taken to prevent unnecessary damage to Protected, Key, and Heritage trees.

        2. Forestry staff will be looking for this plan to address how the applicant will be installing the new curb cut and driveway; while minimizing impacts to other trees in the vicinity. This includes private trees (#12, 13, & 35), Heritage tree (#8), as well as public-owned parkway trees along Central Ave. In particular, the proposed driveway apron is within the critical root zone of trees 154 & 152. This will need to be addressed as part of the preservation plan, or the trees should be included in the proposed removals; as their condition is likely to decline with significant excavation in the area.

3. Utilities North Shore Gas, Comcast, AT&T, and COMED: No Comment.

4. Lake County Storm Water Management Commission:

    1. The topo exhibit identifies wetlands/waters, but the source of this information is not cited. It is unclear whether these boundaries are based on an on-site delineation performed by (or under the supervision of) a Lake County Certified Wetland Specialist (CWS) as required by Watershed Development Ordinance (WDO) §1000. Please provide a copy of the wetland report by a CWS documenting the wetland/ravine boundary shown on the plat for our file records – if such is available.

    2. Subdivision constitutes “development” under WDO §300 and therefore requires a Watershed Development Permit, with the City of Highland Park as the permitting authority and SMC reviewing wetland compliance. The proposed plat shows wetlands but does not reflect the associated buffers or restrictions to ensure long-term

protection. These elements must be clearly defined.

1. A Letter of No Wetland Impact (LONI) may be submitted in lieu of a full wetland report to confirm that buffer areas adequately protect onsite and adjacent aquatic resources. SMC estimates drainage areas of less than 5 acres for the north ravine and greater than 20 acres for the east ravine.

2. The applicant should provide draft restrictive language for the wetland and buffer areas for SMC review. SMC can provide example language upon request.

100. SMC will need to review future development plans for the new lot (and any modifications affecting the existing lot near the wetland) to evaluate potential wetland impacts. If construction limits are clearly outside the wetland, SMC can issue a Letter of No Impact (LONI), if required by the City per WDO §1003.

Comments from City entities and outside agencies are only with regard to the proposed subdivision. Construction of any structure, such as a new home, must comply with all relevant local, county, state, and federal requirements.

[1] Staff note that the cost of a Historic Resource Survey is about $27,000 - $50,000 depending on the geographic area involved. It costs $60-$70 to survey each historic property included in the survey area.

Policy Consideration:

Core Priorities:

Economic Development & Vibrancy. Development supports the overall tax base, produces potential new housing, and contributes to vibrancy by attracting people to the community.

Attachments:

1. Attachment 1 - Narrative
2. Attachment 2 - Topographic Survey
3. Attachment 3 - Proposed Plat of Subdivision from May 5 PDC
4. Attachment 3 - Revised RESUB 051526
5. Attachment 4 - PUD Findings of Fact - 147 Central Ave
6. Attachment 5 - Public Comment for PDC
7. Attachment 6 - HPC Written Report and Findings
8. Attachment 6 Exhibit 1 - 1.8.26 HPC Meeting Minutes
9. Attachment 6 Exhibit 2 - 3.12.26 HPC Meeting Minutes

10. Attachment 6 Exhibit 3 - 4.15.26 HPC Meeting Minutes
11. Attachment 6 Exhibit 4 - 1.8.26 Public Comment Submitted to HPC
12. Attachment 6 Exhibit 5 - 2.12.26 Public Comment Submitted to HPC
13. Attachment 7 - 147 Central Staff Determination (HPC)
14. Attachment 7 Exhibit A - Ordinance Approving Landmark 147 Central
15. Attachment 7 Exhibit B - 1982 National Register Nomination
16. Attachment 7 Exhibit C - 1985 Landmark Nomination
17. Attachment 7 Exhibit D - 1985 Owner Consents to Landmark Property
18. Attachment 7 Exhibit E - 1985 HPC Resolution
19. Attachment 7 Exhibit F - 1985 RFCA
20. Attachment 7 Exhibit G - 1986 HPC COA for Coach House
21. Attachment 7 Exhibit H - 2011 HPC COA for Cottage and Landscape
22. Attachment 8 - Zoning Review
23. Attachment 9 - Lake County Assessor's Office Sketch Plan
24. Attachment 10 - Engineering Comments

Ravine Park Subdivision

Applicant: Greg Moyer
1550 Hawthorne Lane, Highland Park, IL 60035
(773) 230-1081
gmoyer@moyerproperties.com

LOCATION OF PROPERTY

147 Central is a single-family home located in east Highland Park.

STATEMENT OF OWNERSHIP

The title holder is the fee simple owner of the property.

ZONING STATEMENT

147 Central is located in the R-4 LFOZ zoning district. The properties to the east, north south and west are also located in R-4 LFOZ zoning district.

STATEMENT OF OBJECTIVES

147 Central is also known as the Field House. 147 Central is a substantial property situated adjacent to a ravine, encompassing more than four acres of land. It was the home of Highland Park's second mayor, Cornelius Field, and is believed to be the oldest residence in Highland Park. In addition to being mayor, Cornelius Field was a director of the Highland Park Building Company, and he built this home for himself in 1875. In 1985, the existing home was designated as landmark by the City of Highland Park. In the landmark application, the stated reason for the landmarking was due to the "eastern section Gothic Cottage, abutting it on the west is two story wing – second story contained within Mansard roof". The property has been altered over the years, and it has been vacant for over 5 years. The current owners have been marketing the unsubdivided home and property for sale, without success, for over a year.

In order to preserve the existing landmarked home, the applicant desires to subdivide the property into two very large lots. One containing the historic landmarked home and the second, the non-historical/landmark vacant area. This subdivision will allow the owner to properly market the home to allow a buyer the ability to purchase the landmark home while embracing the historical significance at a fair price. The two lots created by this subdivision are both very large and double the minimum lot size for R-4 LFOZ, however, each will contain more than four (4) sides. Due to the ravine location, it is impossible to create two lots with only four sides at this location. Thus, to subdivide, one variation is required to allow lots of more than 4 sides.

Pursuant to the Subdivision Code, the Plan and Design Commission may recommend, and the City Council may grant variations so long as the variation does not affect the general plan or the spirit of the Subdivision Code (Section 151.009). The intent

and purpose of the regulation set forth in the Subdivision Code is, in part, to protect neighborhood character and to provide quality neighborhoods by requiring minimum lot widths, depths and areas (Section 151.002(D)). In this case, the existing lot contains more than 4 sides, as will the newly created lots. It is important to note that many homes in this area, including 147 Central, have more than 4 sides, as these lots meander around the ravine.

The newly subdivided lots comport well with the neighborhood and preserve the neighborhood character. The existing landmarked home will remain untouched and preserved for generations to come. Furthermore, the newly created lots comply with the regulations by meeting the minimum lot width, depth and area in the zoning district. Thus, the application herein meets the standards for a variation set forth in the Subdivision Code and but for the one issue, no variation will be required or needed. In sum, the proposed subdivided lots do not affect the general plan and are consistent with the spirit of the Subdivision Code. Thank you for considering this application.

STATEMENT OF MODIFICATION OF ZONING DISTRICT STANDARDS.

To create lots that contain more than four (4) sides.

OPEN SPACE STATEMENT

The proposed development will have an excess of open space.

WAIVERS

The applicant hereby requests, pursuant to Section 150.525(E) of the Code, that the Director waive the submission of the following:

1. Fiscal Impact Study
2. Market Study.

STATEMENT OF PUBLIC BENEFIT

The applicant will make a donation in the amount of $2,500 to the City to help promote historical preservation in Highland Park

AFFORDABLE HOUSING STATEMENT

n/a.

SUMMARY

As set forth above, the proposal is consistent with the City's Master Plan. The proposed project will satisfy all of the required standards of the Code, including but not limited to the following:

- The planned development will not be detrimental to or endanger the public health, safety, morals, comfort and general welfare of the community.
- Its location will be in harmony and consistent with the orderly development of the zoning district.
- It will have no adverse impact on other property in the immediate vicinity nor will diminish or impair the value of the neighboring property.
- Adequate utilities, driveways, drainage and other necessary facilities will be provided.
- Finally, a genuine public benefit is provided so that the entire community can enjoy this project.

We respectfully request that you consider this proposal.

December 10, 2025

CITY OF HIGHLAND PARK
Subdivision Application
Letter of Situation
Dated: October 7, 2025

RE: 147 Central Avenue Subdivision in Highland Park

TO: Plan Commission and City Council

147 Central is also known as the Field House. 147 Central is a substantial property situated adjacent to a ravine, encompassing more than four acres of land. It was the home of Highland Park's second mayor, Cornelius Field, and is believed to be the oldest residence in Highland Park. In addition to being mayor, Cornelius Field was a director of the Highland Park Building Company, and he built this home for himself in 1875. In 1985, the existing home was designated as landmark by the City of Highland Park. In the landmark application, the stated reason for the landmarking was due to the "eastern section Gothic Cottage, abutting it on the west is two story wing – second story contained within Mansard roof". The property has been altered over the years, and it has been vacant for over 5 years. The current owners have been marketing the unsubdivided home and property for sale, without success, for over a year.

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Pursuant to the Subdivision Code, the Plan and Design Commission may recommend, and the City Council may grant variations so long as the variation does not affect the general plan or the spirit of the Subdivision Code (Section 151.009). The intent and purpose of the regulation set forth in the Subdivision Code is, in part, to protect neighborhood character and to provide quality neighborhoods by requiring minimum lot widths, depths and areas (Section 151.002(D)). In this case, the existing lot contains more than 4 sides, as will the newly created lots. It is important to note that many homes in this area, including 147 Central, have more than 4 sides, as these lots meander around the ravine.

The newly subdivided lots comport well with the neighborhood and preserve the neighborhood character. The existing landmarked home will remain untouched and preserved for generations to come. Furthermore, the newly created lots comply with the regulations by meeting the minimum lot width, depth and area in the zoning district. Thus, the application herein meets the standards for a variation set forth in the Subdivision Code and but for the one issue, no variation will be required or needed. In sum, the proposed subdivided lots do not affect the general plan and are consistent with the spirit of the Subdivision Code. Thank you for considering this application.

PLAT OF SURVEY

OF

LOT 4 IN BLOCK 26 IN HIGHLAND PARK; BEING A SUBDIVISION OF FRACTIONAL SECTIONS 23 AND 24 AND PART OF FRACTIONAL SECTION 14, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1869 IN BOOK "A" OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
147 CENTRAL AVENUE, HIGHLAND PARK, IL
PARCEL AREA = 178,536 S.F.
(4.10 ACRES)
PIN: 16-23-210-002

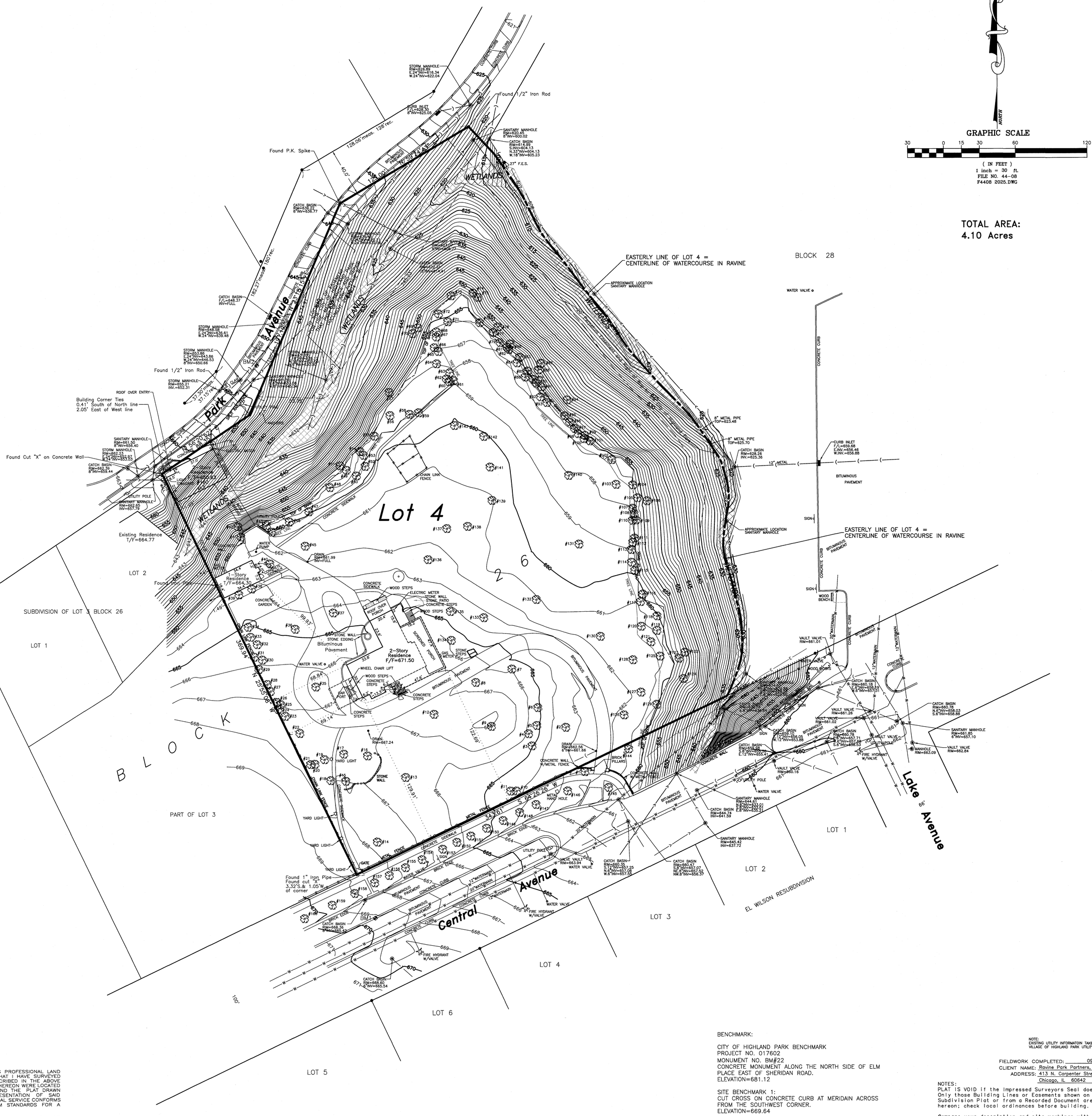
NORTH

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.
FILE NO. 44-08
F4408 2025.DWG

TOTAL AREA:
4.10 Acres



BENCHMARK:

CITY OF HIGHLAND PARK BENCHMARK
PROJECT NO. 017602
MONUMENT NO. BM#22
CONCRETE MONUMENT ALONG THE NORTH SIDE OF ELM PLACE EAST OF SHERIDAN ROAD.
ELEVATION=681.12

SITE BENCHMARK 1:
CUT CROSS ON CONCRETE CURB AT MERIDAIN ACROSS FROM THE SOUTHWEST CORNER.
ELEVATION=669.64

SITE BENCHMARK 2:
CUT CROSS ON CONCRETE SIDEWALK ALONG PARK AVENUE.
ELEVATION=652.65

NOTE:
EXISTING UTILITY INFORMATOIN TAKEN FROM VILLAGE OF HIGHLAND PARK UTILITY MAPS.

FIELDWORK COMPLETED: 09-24-2025
CLIENT NAME: Ravine Park Partners, LLC
ADDRESS: 413 N. Carpenter Street, Suite 1E
Chicago, IL 60642

NOTES:
PLAT IS VOID if the Impressed Surveyors Seal does not appear. Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat AT ONCE report any discrepancies which you may find.

STATE OF ILLINOIS
COUNTY OF LAKE S.S.

I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED THE LAND AS DESCRIBED IN THE ABOVE CAPTION, ANY STRUCTURES SHOWN HEREON WERE LOCATED BY ME OR UNDER MY DIRECTION AND THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT GRAYSLAKE, ILLINOIS THIS 12TH DAY OF JUNE, A.D. 20 08.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-26
PROFESSIONAL DESIGN FIRM NO. 184-002732

ADD ADDITIONAL TREES 09-26-2025 B.J.L.
UPDATE TREE TAG #'S 09-09-2025 B.J.L.
SURVEY UPDATED 11-12-09 B.J.L.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

PRELIMINARY PLAT

RAVINE PARK SUBDIVISION

BEING A RESUBDIVISION

of

LOT 4 IN BLOCK 26 IN HIGHLAND PARK; BEING A SUBDIVISION OF FRACTIONAL SECTIONS 23 AND 24 AND PART OF FRACTIONAL SECTION 14, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1869 IN BOOK "A" OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
147 CENTRAL AVENUE, HIGHLAND PARK, IL
PARCEL AREA = 178,536 S.F.
(4.10 ACRES)
PIN: 16-23-210-002

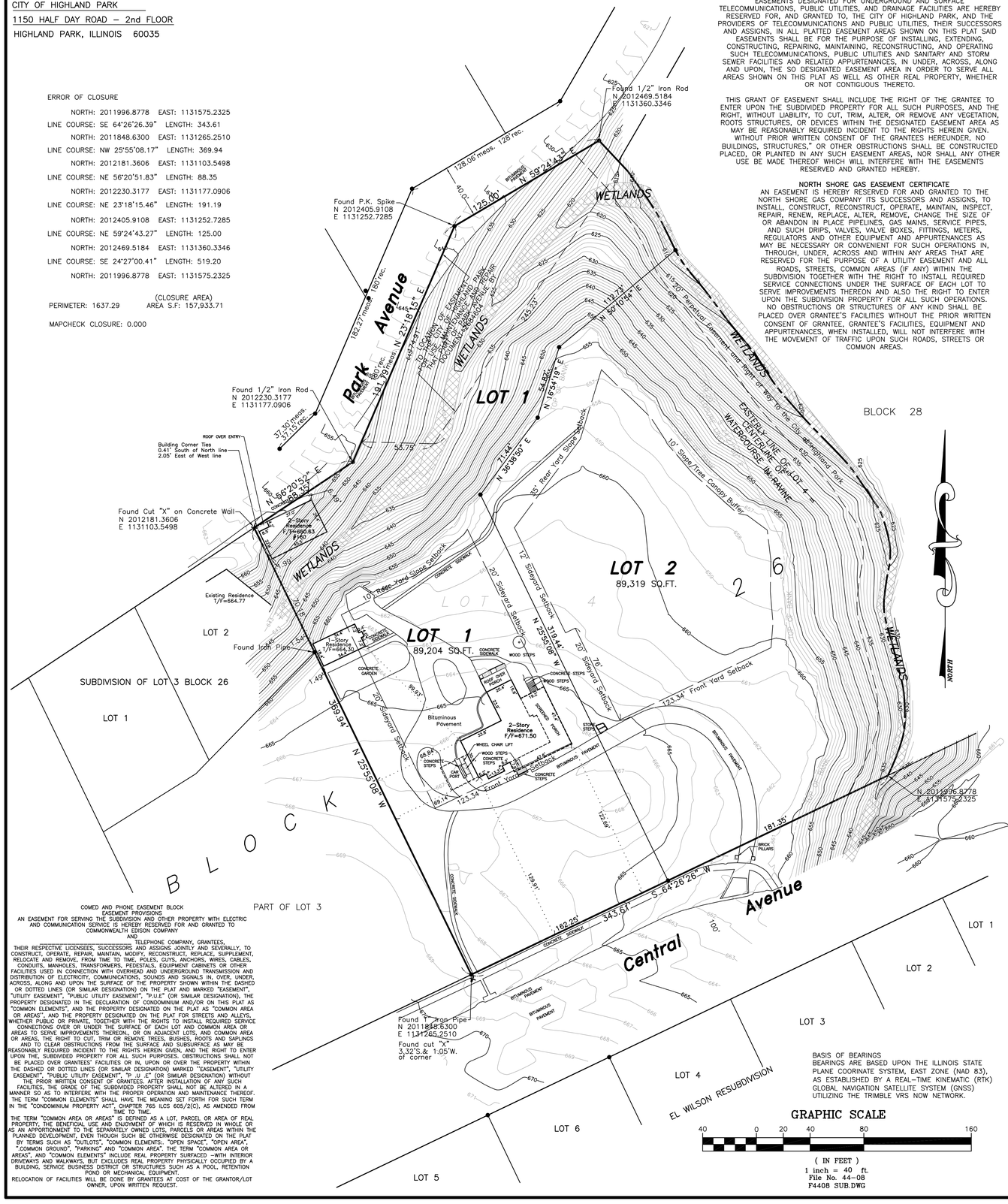
RETURN AFTER RECORDING TO:
CITY OF HIGHLAND PARK
1150 HALF DAY ROAD – 2nd FLOOR
HIGHLAND PARK, ILLINOIS 60035

ERROR OF CLOSURE

NORTH: 2011996.8778 EAST: 1131575.2325
LINE COURSE: SE 64°26'26.39" LENGTH: 343.61
NORTH: 2011848.6300 EAST: 1131265.2510
LINE COURSE: NW 25°55'08.17" LENGTH: 369.94
NORTH: 2012181.3606 EAST: 1131103.5498
LINE COURSE: NE 56°20'51.83" LENGTH: 88.35
NORTH: 2012230.3177 EAST: 1131177.0906
LINE COURSE: NE 23°18'15.46" LENGTH: 191.19
NORTH: 2012405.9108 EAST: 1131252.7285
LINE COURSE: NE 59°24'43.27" LENGTH: 125.00
NORTH: 2012469.5184 EAST: 1131360.3346
LINE COURSE: SE 24°27'00.41" LENGTH: 519.20
NORTH: 2011996.8778 EAST: 1131575.2325

(CLOSURE AREA)
PERIMETER: 1637.29 AREA S.F: 157,933.71

MAPCHECK CLOSURE: 0.000



EASEMENT PROVISIONS

EASEMENTS DESIGNATED FOR UNDERGROUND AND SURFACE TELECOMMUNICATIONS, PUBLIC UTILITIES, AND DRAINAGE FACILITIES ARE HEREBY RESERVED FOR, AND GRANTED TO, THE CITY OF HIGHLAND PARK, AND THE PROVIDERS OF TELECOMMUNICATIONS AND PUBLIC UTILITIES, THEIR SUCCESSORS AND ASSIGNS, IN ALL PLATTED EASEMENT AREAS SHOWN ON THIS PLAT SAID EASEMENTS SHALL BE FOR THE PURPOSE OF INSTALLING, EXTENDING, CONSTRUCTING, REPAIRING, MAINTAINING, RECONSTRUCTING, AND OPERATING SUCH TELECOMMUNICATIONS, PUBLIC UTILITIES AND SANITARY AND STORM SEWER FACILITIES AND RELATED APPURTENANCES, IN UNDER, ACROSS, ALONG AND UPON, THE SO DESIGNATED EASEMENT AREA IN ORDER TO SERVE ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER REAL PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO.

THIS GRANT OF EASEMENT SHALL INCLUDE THE RIGHT OF THE GRANTEE TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, AND THE RIGHT, WITHOUT LIABILITY, TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS STRUCTURES, OR DEVICES WITHIN THE DESIGNATED EASEMENT AREA AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN. WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEES HEREUNDER, NO BUILDINGS, STRUCTURES," OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED PLACED, OR PLANTED IN ANY SUCH EASEMENT AREAS, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

NORTH SHORE GAS EASEMENT CERTIFICATE

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE NORTH SHORE GAS COMPANY ITS SUCCESSORS AND ASSIGNS, TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, INSPECT, REPAIR, RENEW, REPLACE, ALTER, REMOVE, CHANGE THE SIZE OF OR ABANDON IN PLACE PIPELINES, GAS MAINS, SERVICE PIPES, AND SUCH DRIPS, VALVES, VALVE BOXES, FITTINGS, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR SUCH OPERATIONS IN, THROUGH, UNDER, ACROSS AND WITHIN ANY AREAS THAT ARE RESERVED FOR THE PURPOSE OF A UTILITY EASEMENT AND ALL ROADS, STREETS, COMMON AREAS (IF ANY) WITHIN THE SUBDIVISION TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON AND ALSO THE RIGHT TO ENTER UPON THE SUBDIVISION PROPERTY FOR ALL SUCH OPERATIONS. NO OBSTRUCTIONS OR STRUCTURES OF ANY KIND SHALL BE PLACED OVER GRANTEE'S FACILITIES WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE, GRANTEE'S FACILITIES, EQUIPMENT AND APPURTENANCES, WHEN INSTALLED, WILL NOT INTERFERE WITH THE MOVEMENT OF TRAFFIC UPON SUCH ROADS, STREETS OR COMMON AREAS.

COMED AND PHONE EASEMENT BLOCK EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMMONWEALTH EDISON COMPANY
AND
_____ TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E" (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON,, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE, SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P .U .E" (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS:. "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED –WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

** OWNERS CERTIFICATE **

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

_____, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT AS OWNERS HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED, CONSOLIDATED, STAKED AND PLATTED AS SHOWN HEREON FOR THE PURPOSE OF HAVING THIS PLAT RECORDED AS PROVIDED BY LAW.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AN SEALS THIS _____DAY OF _____ A.D. 20_____.

BY:_____

ADDRESS:_____

_____

_____

** NOTARY CERTIFICATE **

STATE OF ILLINOIS)
COUNTY OF LAKE)

I,_____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS PLAT AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AS PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL, THIS_____DAY OF _____ A.D. 20_____, AT_____, ILLINOIS.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

SCHOOL DISTRICT CERTIFICATE

THIS IS TO CERTIFY THAT _____, AS OWNER OF THE PROPERTY DESCRIBED AS _____ AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE THE SCHOOL DISTRICT ON WHICH EACH OF THE FOLLOWING LOT LIES.

SIGNATURE OF OWNER_____

LOT NUMBER(S)	SCHOOL DISTRICTS ELEMENTARY	HIGH SCHOOL
1 & 2	112	113

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.
I, _____, NOTARY PUBLIC, DO HEREBY CERTIFY THAT _____ OWNER OF THE PROPERTY COMMONLY KNOWN AS _____, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS STATEMENT AS THEIR FREE AND VOLUNTARY ACT. GIVEN UNDER MY HAND AND SEAL THIS_____ DAY OF _____, A.D. 20_____.

NOTARY PUBLIC_____

** SURVEYORS CERTIFICATE **

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

THIS IS TO CERTIFY THAT I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

LOT 4 IN BLOCK 26 IN HIGHLAND PARK; BEING A SUBDIVISION OF FRACTIONAL SECTIONS 23 AND 24 AND PART OF FRACTIONAL SECTION 14, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1869 IN BOOK "A" OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS.

AS SHOWN BY THE SUBDIVISION PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND CONSOLIDATION, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE PROPERTY AS DESCRIBED ON THE CONSOLIDATION PLAT IS WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS.

BASED UPON EXAMINATION OF THE F.E.M.A. MAPS, IT HAS BEEN DETERMINED THAT NONE OF THE PROPERTY SHOWN HEREON IS SUBJECT TO FLOOD RISK (THE PROPERTY FALLS WITHIN A ZONE "X") AS PORTRAYED ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 17097C0283L , EFFECTIVE DATE: OCTOBER 5, 2023 .

I FURTHER CERTIFY THAT MONUMENTATION HAS BEEN PLACED AT ALL LOT CORNERS. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY.

DATED IN GRAYSLAKE, ILLINOIS, THIS 23RD DAY OF APRIL A.D. 20 26 .

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-26
PROFESSIONAL DESIGN FIRM NO. 184-002732

PROFESSIONAL LAND SURVEYOR
BRYAN J. LEE
3616
GRAYSLAKE
ILLINOIS
STATE OF ILLINOIS

** COUNTY CLERK CERTIFICATE **

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____, COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

THIS_____ DAY OF _____ A.D. 20_____.

_____
LAKE COUNTY CLERK

** CITY CERTIFICATE **

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, ILLINOIS THIS_____DAY OF _____ A.D. 20 _____.

ATTEST:_____ BY:_____
CITY CLERK MAYOR

** CITY COLLECTOR CERTIFICATE **

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____, CITY COLLECTOR FOR THE CITY OF HIGHLAND PARK, FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AGAINST ANY OF THE PROPERTY INCLUDED IN THIS PLAT OF CONSOLIDATION.

DATED THIS_____DAY OF _____ A.D. 20_____.

_____
CITY COLLECTOR
CITY OF HIGHLAND PARK

** CITY ENGINEER CERTIFICATE **

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____, ENGINEER OF THE CITY OF HIGHLAND PARK, DO HEREBY APPROVE THIS PLAT.

DATED THIS_____ DAY OF _____ A.D. 20_____.

CITY ENGINEER _____

** PLAN & DESIGN COMMISSION CERTIFICATE **

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

RECOMMENDED FOR APPROVAL BY THE PLAN & DESIGN COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, AT A MEETING, HELD THIS_____DAY OF _____ A.D. 20 ____.

SIGNED:_____
CHAIRMAN

ATTEST:_____
SECRETARY

PLAT SUBMITTED BY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

THE PERSON LISTED IN THE FOLLOWING NOTE IS HEREBY GRANTED PERMISSION TO RECORD THIS PLAT ON BEHALF OF BRYAN J. LEE , ILLINOIS PROFESSIONAL LAND SURVEYOR.

SIGNED: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616

PROFESSIONAL LAND SURVEYOR
BRYAN J. LEE
3616
GRAYSLAKE
ILLINOIS
STATE OF ILLINOIS

THIS PLAT SUBMITTED FOR RECORDING BY:

NAME: _____

ADDRESS: _____

CITY: _____

STATE/ZIP: _____

DATE: _____

FIELDWORK COMPLETED: 09-24-2025
CLIENT NAME: Ravine Park Partners, LLC
ADDRESS: 413 N. Carpenter Street, Suite 1E
Chicago, IL 60642

NOTES;
PLAT IS VOID if the Impressed Surveyors Seal does not appear.
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

PRELIMINARY PLAT

RAVINE PARK SUBDIVISION

BEING A RESUBDIVISION

of

LOT 4 IN BLOCK 26 IN HIGHLAND PARK; BEING A SUBDIVISION OF FRACTIONAL SECTIONS 23 AND 24 AND PART OF FRACTIONAL SECTION 14, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1869 IN BOOK "A" OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
147 CENTRAL AVENUE, HIGHLAND PARK, IL
PARCEL AREA = 178,536 S.F.
(4.10 ACRES)
PIN: 16-23-210-002

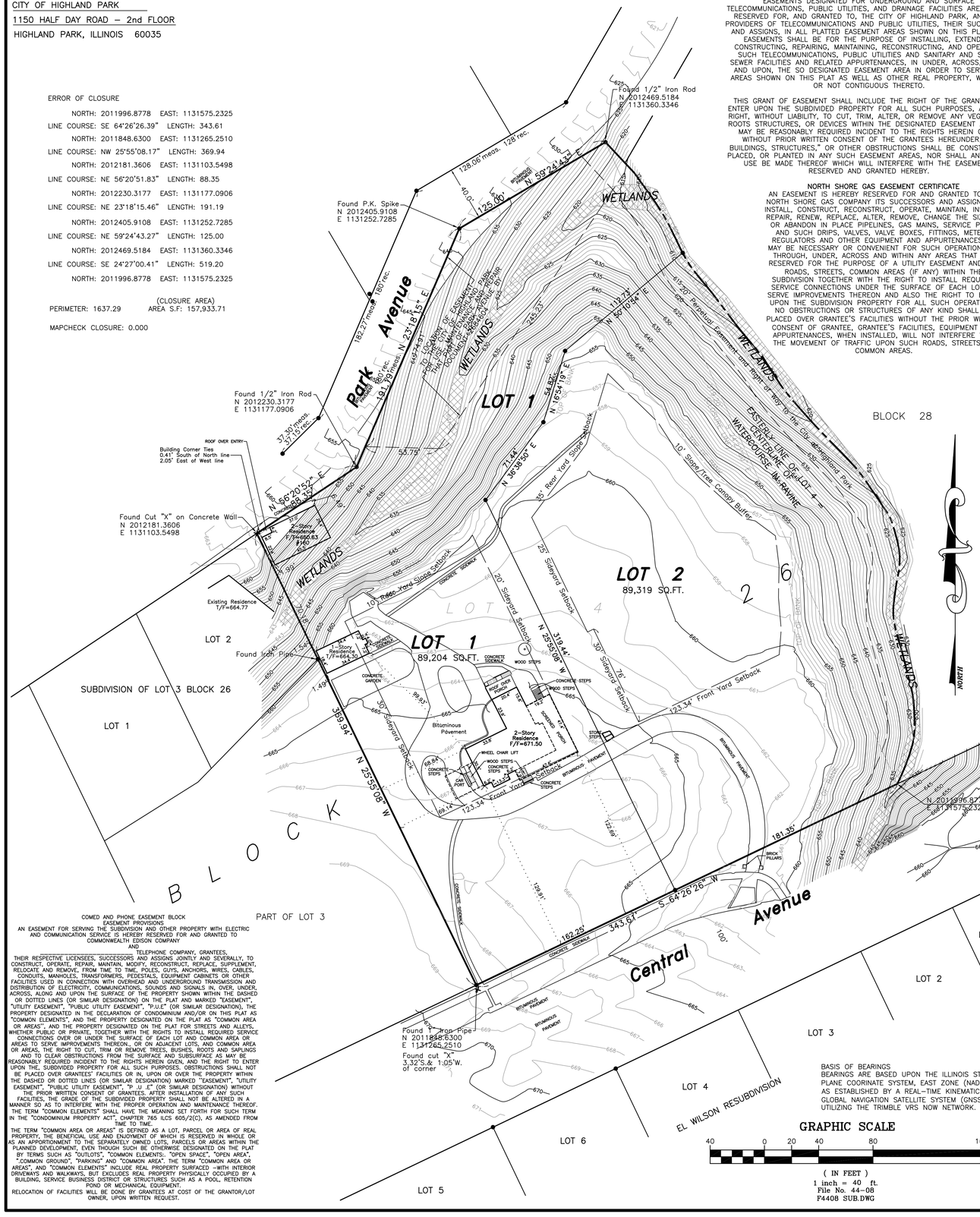
RETURN AFTER RECORDING TO:
CITY OF HIGHLAND PARK
1150 HALF DAY ROAD – 2nd FLOOR
HIGHLAND PARK, ILLINOIS 60035

ERROR OF CLOSURE

NORTH: 2011996.8778 EAST: 1131575.2325
LINE COURSE: SE 64°26'26.39" LENGTH: 343.61
NORTH: 2011848.6300 EAST: 1131265.2510
LINE COURSE: NW 25°55'08.17" LENGTH: 369.94
NORTH: 2012181.3606 EAST: 1131103.5498
LINE COURSE: NE 56°20'51.83" LENGTH: 88.35
NORTH: 2012230.3177 EAST: 1131177.0906
LINE COURSE: NE 23°18'15.46" LENGTH: 191.19
NORTH: 2012405.9108 EAST: 1131252.7285
LINE COURSE: NE 59°24'43.27" LENGTH: 125.00
NORTH: 2012469.5184 EAST: 1131360.3346
LINE COURSE: SE 24°27'00.41" LENGTH: 519.20
NORTH: 2011996.8778 EAST: 1131575.2325

(CLOSURE AREA)
PERIMETER: 1637.29 AREA S.F: 157,933.71

MAPCHECK CLOSURE: 0.000



BASIS OF BEARINGS
BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORINATE SYSTEM, EAST ZONE (NAD 83), AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.
File No. 44-08
F4408 SUB.DWG

EASEMENT PROVISIONS

EASEMENTS DESIGNATED FOR UNDERGROUND AND SURFACE TELECOMMUNICATIONS, PUBLIC UTILITIES, AND DRAINAGE FACILITIES ARE HEREBY RESERVED FOR, AND GRANTED TO, THE CITY OF HIGHLAND PARK, AND THE PROVIDERS OF TELECOMMUNICATIONS AND PUBLIC UTILITIES, THEIR SUCCESSORS AND ASSIGNS, IN ALL PLATTED EASEMENT AREAS SHOWN ON THIS PLAT SAID EASEMENTS SHALL BE FOR THE PURPOSE OF INSTALLING, EXTENDING, CONSTRUCTING, REPAIRING, MAINTAINING, RECONSTRUCTING, AND OPERATING SUCH TELECOMMUNICATIONS, PUBLIC UTILITIES AND SANITARY AND STORM SEWER FACILITIES AND RELATED APPURTENANCES, IN UNDER, ACROSS, ALONG AND UPON, THE SO DESIGNATED EASEMENT AREA IN ORDER TO SERVE ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER REAL PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO.

THIS GRANT OF EASEMENT SHALL INCLUDE THE RIGHT OF THE GRANTEE TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, AND THE RIGHT, WITHOUT LIABILITY, TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS STRUCTURES, OR DEVICES WITHIN THE DESIGNATED EASEMENT AREA AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN. WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEES HEREUNDER, NO BUILDINGS, STRUCTURES," OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED PLACED, OR PLANTED IN ANY SUCH EASEMENT AREAS, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

NORTH SHORE GAS EASEMENT CERTIFICATE

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE NORTH SHORE GAS COMPANY ITS SUCCESSORS AND ASSIGNS, TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, INSPECT, REPAIR, RENEW, REPLACE, ALTER, REMOVE, CHANGE THE SIZE OF OR ABANDON IN PLACE PIPELINES, GAS MAINS, SERVICE PIPES, AND SUCH DRIPS, VALVES, VALVE BOXES, FITTINGS, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY OR CONVENIENT FOR SUCH OPERATIONS IN, THROUGH, UNDER, ACROSS AND WITHIN ANY AREAS THAT ARE RESERVED FOR THE PURPOSE OF A UTILITY EASEMENT AND ALL ROADS, STREETS, COMMON AREAS (IF ANY) WITHIN THE SUBDIVISION TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON AND ALSO THE RIGHT TO ENTER UPON THE SUBDIVISION PROPERTY FOR ALL SUCH OPERATIONS. NO OBSTRUCTIONS OR STRUCTURES OF ANY KIND SHALL BE PLACED OVER GRANTEE'S FACILITIES WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE, GRANTEE'S FACILITIES, EQUIPMENT AND APPURTENANCES, WHEN INSTALLED, WILL NOT INTERFERE WITH THE MOVEMENT OF TRAFFIC UPON SUCH ROADS, STREETS OR COMMON AREAS.

COMED AND PHONE EASEMENT BLOCK EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMMONWEALTH EDISON COMPANY
AND
_____ TELEPHONE COMPANY, GRANTEES,
THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E" (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON,, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE, SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P .U .E" (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS:. "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED –WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.
RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

**** OWNERS CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

_____, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT AS OWNERS HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED, CONSOLIDATED, STAKED AND PLATTED AS SHOWN HEREON FOR THE PURPOSE OF HAVING THIS PLAT RECORDED AS PROVIDED BY LAW.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AN SEALS THIS _____DAY OF _____ A.D. 20_____.

BY:_____

ADDRESS:_____
_____
_____

**** NOTARY CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE)

I,_____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS PLAT AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AS PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL, THIS_____DAY OF _____ A.D. 20_____, AT_____, ILLINOIS.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

SCHOOL DISTRICT CERTIFICATE

THIS IS TO CERTIFY THAT _____, AS OWNER OF THE PROPERTY DESCRIBED AS _____ AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE THE SCHOOL DISTRICT ON WHICH EACH OF THE FOLLOWING LOT LIES.

SIGNATURE OF OWNER_____

LOT NUMBER(S)	SCHOOL DISTRICTS ELEMENTARY	HIGH SCHOOL
1 & 2	112	113

NOTARY CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.
I,_____, NOTARY PUBLIC, DO HEREBY CERTIFY THAT _____ OWNER OF THE PROPERTY COMMONLY KNOWN AS _____, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS STATEMENT AS THEIR FREE AND VOLUNTARY ACT.
GIVEN UNDER MY HAND AND SEAL THIS_____DAY OF _____, A.D. 20_____.

NOTARY PUBLIC_____

**** SURVEYORS CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

THIS IS TO CERTIFY THAT I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

LOT 4 IN BLOCK 26 IN HIGHLAND PARK; BEING A SUBDIVISION OF FRACTIONAL SECTIONS 23 AND 24 AND PART OF FRACTIONAL SECTION 14, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1869 IN BOOK "A" OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS.

AS SHOWN BY THE SUBDIVISION PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND CONSOLIDATION, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE PROPERTY AS DESCRIBED ON THE CONSOLIDATION PLAT IS WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS.

BASED UPON EXAMINATION OF THE F.E.M.A. MAPS, IT HAS BEEN DETERMINED THAT NONE OF THE PROPERTY SHOWN HEREON IS SUBJECT TO FLOOD RISK (THE PROPERTY FALLS WITHIN A ZONE "X") AS PORTRAYED ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 17097C0283L , EFFECTIVE DATE: OCTOBER 5, 2023 .

I FURTHER CERTIFY THAT MONUMENTATION HAS BEEN PLACED AT ALL LOT CORNERS. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY.

DATED IN GRAYSLAKE, ILLINOIS, THIS 15TH DAY OF MAY A.D. 20 26 .

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-26
PROFESSIONAL DESIGN FIRM NO. 184-002732

PROFESSIONAL LAND SURVEYOR
BRYAN J. LEE
3616
GRAYSLAKE
ILLINOIS
STATE OF ILLINOIS

**** COUNTY CLERK CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____, COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

THIS_____DAY OF _____A.D. 20_____.

_____
LAKE COUNTY CLERK

**** CITY CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, ILLINOIS THIS_____DAY OF_____A.D. 20 _____.

ATTEST:_____ BY:_____
CITY CLERK MAYOR

**** CITY COLLECTOR CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____, CITY COLLECTOR FOR THE CITY OF HIGHLAND PARK, FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AGAINST ANY OF THE PROPERTY INCLUDED IN THIS PLAT OF CONSOLIDATION.

DATED THIS_____DAY OF _____A.D. 20_____.

_____
CITY COLLECTOR
CITY OF HIGHLAND PARK

**** CITY ENGINEER CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____, ENGINEER OF THE CITY OF HIGHLAND PARK, DO HEREBY APPROVE THIS PLAT.

DATED THIS_____DAY OF _____A.D. 20_____.

CITY ENGINEER _____

**** PLAN & DESIGN COMMISSION CERTIFICATE ****

STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

RECOMMENDED FOR APPROVAL BY THE PLAN & DESIGN COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, AT A MEETING, HELD THIS_____DAY OF _____ A.D. 20 ____.

SIGNED:_____
CHAIRMAN

ATTEST:_____
SECRETARY

PLAT SUBMITTED BY CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

THE PERSON LISTED IN THE FOLLOWING NOTE IS HEREBY GRANTED PERMISSION TO RECORD THIS PLAT ON BEHALF OF BRYAN J. LEE , ILLINOIS PROFESSIONAL LAND SURVEYOR.

SIGNED: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616

PROFESSIONAL LAND SURVEYOR
BRYAN J. LEE
3616
GRAYSLAKE
ILLINOIS
STATE OF ILLINOIS

THIS PLAT SUBMITTED FOR RECORDING BY:

NAME: _____

ADDRESS: _____

CITY: _____

STATE/ZIP: _____

DATE: _____

FIELDWORK COMPLETED: 09-24-2025
CLIENT NAME: Ravine Park Partners, LLC
ADDRESS: 413 N. Carpenter Street, Suite 1E
Chicago, IL 60642

NOTES;
PLAT IS VOID if the Impressed Surveyors Seal does not appear.
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

FINDINGS OF FACT

Public Hearing #PUD-2025-00081 for a Special Use Permit in the Nature of a Preliminary and Final Planned Development with Modifications from City Code; and a Plat of Re-Subdivision, with Variances from City Code (147 Central Ave.)

Pursuant to Section 150.530(H)(3): The Plan and Design Commission shall not recommend approval of a proposed Planned Development and Preliminary Development Plan except upon making all findings of fact required pursuant to Section 150.1404 of this Chapter, and as follows:

a) That the Planned Development conforms to the goals and objectives of the Master Plan, and to the standards and requirements of this Article, including, without limitation, Section 150.520 of this Article;

b) That the proposed Planned Development contains no more residential dwelling units than permitted pursuant to the subdivision sketch plan submitted in accordance with Section 150.525(A)(8) of this Article, as may be adjusted pursuant to Section 150.510(D) of this Article; and

c) That the Planned Development provides a public benefit, if required pursuant to Section 150.515 of this Article.

Findings of Fact consistent the requirements in Section 150.530(H)(3) are provided below:

Pursuant to Section 150.1404, the Plan & Design Commission or the City Council, as the case may be, shall not recommend or grant a special use permit be issued unless it shall make findings of fact based upon evidence presented at the hearing in any given case that:

(1) The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

Finding**:** The Commission finds that the proposed Plat of Re-Subdivision will not be detrimental to or endanger the public health, safety, or general welfare. The project's land area complies with the Lake Front Density & Character Overlay Zone (LFOZ) subdivision requirements.

(2) The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with the special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it, shall be such that it will be in harmony with the appropriate, orderly development of the zoning district in which it is located;

Finding**:** The Commission finds that the planned development is within the density allowance and therefore the proposal is in harmony with the appropriate, orderly development of the zoning district in which it is located. The Commission finds the density acceptable since the project complies with the single family zoning density and LFOZ subdivision requirements.

(3) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning

district, nor substantially diminish and impair the value of other property in the neighborhood;

Finding: The Design Commission finds that the planned development will not be injurious to properties in the immediate vicinity of the subject property. The property has been in a single family residential zoning district for many years, which permits single family uses. The Commission finds that the subdivision modifications requested are warranted given the size of the lot.

(4) The nature, location, and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder, or discourage the development and use of adjacent land and buildings in accord with the regulations of the zoning district within which they are located;

Finding**:** The Commission finds that the nature and size of the development will not impede or discourage the development or use of adjacent land. The single family land use is consistent with the R4 zoning district.

(5) Adequate utilities, access roads, drainage, and other necessary facilities have been or will be provided;

Finding: The Commission finds that adequate utilities, access roads, and drainage will be provided within the Plat of Subdivision.

(6) Parking areas of adequate size for the special use shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed to prevent traffic hazards, eliminate nuisance, and minimize traffic congestion in the public streets;

Finding**:** The Commission finds that the planned Plat of Subdivision will have adequate land area to accommodate the single family use.

(7) The special use shall in all other respects conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified as provided in this Chapter;

Finding**:** The Plan & Design Commission finds that the planned Plat of Subdivision conforms with the Chapter 150 Zoning Code and is requesting modifications to Chapter 151 Subdivision Code:

- Section 151.004(A)(1) – Lot shapes. Proposed lots will have greater than four sides.

(8) There is reasonable assurance that the special use will be completed and maintained as and if authorized; and

Finding**:** The Commission finds reasonable assurance that the Planned Development will be built and maintained as authorized.

(9) The special use shall comply with all applicable requirements set forth in this Chapter.

Finding: The Commission finds that the proposed planned development meets the requirements of the Zoning Code with acceptable modifications.

150.530(H)(3)(a): That the Planned Development conforms to the goals and objectives of the Master Plan, and to the standards and requirements of this Article, including, without limitation, Section 150.520 of this Article

Objectives of the Master Plan
Finding: The Commission finds the proposed development conforms to the goals and objectives of the Lakefront District Neighborhood Strategic Plan[1]. The project maintains larger lot sizes than required in the R4 and LFOZ.

Pursuant to Section 150.520 of the Code, the applicant for a Planned Development must demonstrate that the proposed Planned Development satisfies and incorporates, to the greatest extent practicable, the following site design standards:

(A) Protection of the Public Health, Safety, and Welfare. The uses and structures within the Planned Development shall be compatible with one another, in that they are designed, located, and proposed to be operated so that the public health, safety and welfare will be protected.

Finding**:** The Commission finds that the planned Plat of Subdivision is compliant with the single family density standards of the R4 Zoning District and LFOZ.

(B) Preservation of Environmentally Sensitive Areas.

(1) No development shall occur in any Environmentally Sensitive Area located on the subject property, except upon approval of a modification therefore, in accordance with Section 150.510(B) of this Article.

Finding**:** The Commission finds that the no portion of development is located in an Environmentally Sensitive Area. The property does have steep slope zone (ravine), but the applicant adequately buffers from these sensitive areas.

(2) Environmentally Sensitive Areas located on the subject property may be included as common open space within a Planned Development, upon either (a) identification of such areas on the plat of subdivision as a separate lot or lots, or (b) recordation by the applicant of a conservation easement or similar restriction that ensures the preservation of such areas, in perpetuity, from future development.

Finding**:** The Commission finds that there are Environmentally Sensitive Areas located on the subject property and the applicant is appropriately placing setbacks protecting these areas.

(C) Historic Resources. The Planned Development shall preserve all (1) locally designated landmarks, and (2) properties, structures, areas, objects, and landscapes determined to be historically significant by the Historic Preservation Commission in accordance with Chapters 24 or 170 of the Code.

Finding**:** The Commission finds the proposed Plat of Subdivision preserves the primary residential structure and outbuildings on the landmarked property.[2]

(D) Clustering New Development. The Planned Development shall preserve the structures, landscapes, scenic view sheds, and other natural and historic features of the subject property,

[1] Central District Plan (May 2001).
[2] The historic Cornelius Field House, Gardner's Cottage and Coach House.

through (i) clustering of lots or building pads, (ii) adaptive reuse of existing structures, and (iii) the protection of designated open space from development; provided, however, that clustering of development shall not be required upon a demonstration by the applicant, to the satisfaction of the Plan & Design Commission and the City Council, that there are no features on the subject property worthy of preservation, or that those features worthy of preservation will be more effectively preserved by not clustering development.

Finding**:** The Commission finds that the applicant is compliant with the zoning code setback requirements, providing enough space between houses and sensitive ravine areas.

(E) Location of Structures. All structures to be located within the Planned Development shall (1) be related harmoniously to the terrain and to existing structures in the vicinity of the subject property, and (2) have a visual relationship to existing nearby structures;

Finding: The Commission finds that the proposed Plat of Subdivision proposes no structures. The creation of a new lot is in harmony with the existing property within the vicinity.

(F) Environmental Quality and Responsible Design. The Planned Development shall be consistent with the City of Highland Park Environmental Policy and with the City of Highland Park Checklist for Environmentally Responsible Design and Construction. The applicant may demonstrate consistency with standards established for site design and building construction practices by referencing known sustainable development and green architecture rating systems.

Finding**:** The Commission finds that the planned development satisfies this standard.

(G) Preservation of Landscapes. The landscapes within the Planned Development shall be preserved in their natural states, insofar as practicable, by minimizing tree and soil removal. All proposed grade changes shall be consistent with the general appearance of neighboring developed areas.

Finding: The Commission finds that the planned development satisfies this standard.

(H) Schools, Parks, and Public Facilities. The Planned Development shall not impose an undue burden on parks, recreational areas, schools, or other public facilities that serve or are proposed to serve the Planned Development.

Finding: The Commission finds that no evidence was presented at the public hearings indicating a new single family home will impose an undue burden on parks, recreational areas, schools, or other public facilities.

(I) Relationship and Connection to Adjoining Land. The Planned Development shall not be designed as an enclave separate from adjacent properties, unless existing development patterns, natural features, and/or topographic conditions prevent vehicular or pedestrian access connections to adjacent properties. In order to achieve connectivity to adjoining land, all lots, streets, sidewalks and/or paths within a Planned Development shall be designed, to the extent practicable, to allow for the continuation of such existing or proposed features to adjoining areas. New streets, sidewalks, and/or paths located within a proposed Planned Development shall be constructed and installed to the boundaries of the proposed Planned Development if the City Council determines, in its sole discretion, that the proposed Planned Development adjoins land with the potential of being subdivided or re-subdivided.

Finding: The Commission finds that the planned development will incorporate an additional single family home into the neighborhood, which is in harmony with all surrounding uses.

(J) **Setbacks from the Periphery of the Planned Development. The required front, rear, and side yards along the periphery of the Planned Development shall be of a size not less than the greater of (1) the minimum front, rear, and side yard requirements of the underlying Zoning District in which the Planned Development is located, and (2) the minimum front, rear, and side yard requirements of the adjacent Zoning District.**

Finding: The Commission finds the planned development meets the setback requirements.

(K) **Functional and Mechanical Features. Exposed storage areas, trash containers, recycling container space, exposed machinery installations, service areas, truck loading areas, utility buildings and structures, and similar accessory areas and structures shall be (1) identified on the site plan required pursuant to Section 150.525(A)(9) of this Chapter, (2) incorporated into common areas of the development, (3) made as unobtrusive as possible, and (4) designed, landscaped, and screened in accordance with the requirements set forth in Article XXII of this Chapter and of Chapter 176 of the Code.**

Finding: The Commission finds this standard to be me as storage areas, trash containers, and related items will be located in the underground parking garage, with the exception to the HVAC mechanical units being located on the roof.

(L) **Distance Between Buildings. The minimum horizontal distance between any two new buildings to be located on the subject property, or between any new building and an existing building (including building appurtenances), shall be not less than 15 feet; provided, however, that this Section 150.520(L) shall not apply to buildings that (1) share a common wall, and (2) have individual entrances and exits.**

Finding: The Commission finds this standard is met as the any new proposed building will sit 20' away from the west property line, which is the closest existing building.

(M) **Surface Water Drainage. In accordance with the storm water management regulations set forth in Article XVIII of this Chapter, surface drainage systems serving the subject property shall be designed to prevent surface waters from adversely affecting neighboring properties or the public storm water drainage system. Surface water in all paved areas shall be collected at intervals so as to prevent obstruction of the flow of vehicular or pedestrian traffic. The design of the storm water management system shall enhance natural storm water storage areas such as high-quality aquatic resources and regulatory floodplains, and may incorporate natural storm water management techniques commonly referred to as low impact development techniques or best management practices**.

Finding: The Commission found that the planned development will be constructed in accordance with the storm water management regulations established in the Highland Park City Code.

(N) **Ingress to and egress from the Planned Development shall be designed to (1) promote safe vehicular movements, (2) minimize traffic congestion in the public streets outside the Planned Development, and (3) facilitate the free flow of vehicular and pedestrian traffic within the Planned Development.**

Finding: The Commission finds the proposed access is acceptable. No evidence was provided that one new single family home will have a significant impact to the existing street network along Central. The newly created lot will not have frontage along Park Ave, therefore, keeping existing conditions the same.

(O) Streets, Alleys, and Public Ways. The streets, alleys, and other public and private traffic thoroughfares located within the Planned Development shall conform to the applicable requirements set forth in Section 151.004 of the Subdivision Ordinance, as may be modified upon the recommendation of the Director of Public Works and the approval by the City Council. The City Council may, in its sole discretion, require that streets located within the Planned Development be stubbed in order to provide for future connections to adjacent developments.

Finding: The Commission finds that the planned development will not impact traffic along Park Ave as the newly created lot does not front Park Ave and the addition of one single family home along Central Ave will not have a significant impact to local traffic.

(P) Common Ownership or Control.

(1) During Development. During the development process and until such time that the development is turned over to an owners' association or equivalent entity, all common areas within buildings, common open space, landscaping, exterior maintenance areas, and all other exterior aspects of the development located within the proposed Planned Development shall be on a tract or tracts of land under common ownership or control.

Finding: The Commission finds this standard is not applicable. The proposal to do subdivide the lot and sell it off for a new single family home.

(2) Upon Completion of Development. The owners' association or equivalent entity, upon its establishment, shall be responsible for all obligations set forth in (a) the ordinance approving the Planned Development, adopted pursuant to Section 150.540(C) of this Article, (b) any associated development agreement pertinent to the Planned Development, and (c) the declaration of covenants, or similar recorded document, establishing the owners' association or equivalent entity.

Finding**:** The Commission finds this standard is not applicable. The proposal to do subdivide the lot and sell it off for a new single family home.

150.530(H)(3)(b): That the proposed Planned Development contains no more residential dwelling units than permitted pursuant to the subdivision sketch plan submitted in accordance with Section 150.525(A)(8) of this Article, as may be adjusted pursuant to Section 150.520(D) of this Article;

Finding: The Commission finds that the proposed development does not contain more residential dwelling units than permitted by Code.

150.530(H)(3)(c): That the Planned Development provides a public benefit, if required pursuant to Section 150.515 of this Article.

Finding: The Plan & Design Commission finds that the planned development requires no modifications to the regulations of Chapter 150. Pursuant to Section 150.515, the development does not have to provide a public benefit.

Sec. 151.009. - Variations and Exceptions. Variations from these regulations shall not be granted as a right. However, the Plan Commission may recommend and the City Council may grant variations from the regulations contained in this Subdivision Code in specific cases which do not affect the general plan or the spirit of the Subdivision Code. Such recommendations shall be communicated to the City Council in writing.

Findings: See below for comments of Section 151 Subdivision Code variation findings.

RECOMMENDATION:

The Plan and Design Commission recommends the requested variations be granted by the City Council, with the following conditions of approval as well as the standard conditions:

1. That there be a 30 ft. side yard setback and then a 25 ft. side yard setback towards the rear of the property, preservation of the gatepost, wrought iron fence, and heritage trees.

2. Any new structure on the proposed vacant lot cannot exceed the relative height of the Cornelius Field House or the underlying zoning requirements for height, whichever is more restrictive; and

3. Prohibit additional zoning relief related to the proposed vacant lot."

Standard Conditions:

A. The Applicant must secure the necessary approvals from all public utility companies, provide easement statements, and locate all existing easements on the Final Plat, prior to recordation;

B. The Applicant must secure the signatures of the City Engineer and the County Clerk on the Final Plat, prior to its recordation;

C. The Final Plat must include all certificates, signatures, and seals as required by Section 151.005(A)(12) of the City Code;

D. The Final Plat must identify monuments for all corners of the proposed lots; and

E. The Final Plat must be tied into the state plane coordinate system.

REQUESTED VARIATIONS:

The Applicant has requested a variation to Section 151.004(A)(1), which states thus:

"*Lot shapes. Every lot shall have four sides. Exceptions may be approved when the applicant*

demonstrates that a four-sided lot is not feasible because of peculiar topographical conditions, abutting lots of record or abutting parcels, or pre-existing buildings not owned directly or indirectly by the applicant. A lot of other than four sides will not be approved if it appears that such lot has been so formed solely to comply with the minimum area, depth and width requirements of the Zoning Ordinance. As nearly as practicable, intersecting lot lines shall form right angles with each other.

- The Applicant's proposal divides the property's land area more evenly, creating two lots with similar land area. Additionally, the property has ravine on it reducing the amount of buildable area.

FINDINGS OF FACT:

The Plan and Design Commission finds the requested variation in this specific case does not affect the general plan or the spirit of the Subdivision Code. The Plan and Design Commission documents the following facts of this specific case:

1. Approving the variation for more than 4-sides does not change the character or density of the neighborhood.

STANDARDS FOR A SUBDIVISION VARIATION AND EXCEPTION:

Sec. 151.009. - Variations and Exceptions.

"Variations from these regulations shall not be granted as a right. However, the Plan Commission may recommend and the City Council may grant variations from the regulations contained in this Subdivision Code in specific cases which do not affect the general plan or the spirit of the Subdivision Code. Such recommendations shall be communicated to the City Council in writing."

Sec. 151.002. – Intent and Purpose.

"These regulations are intended to serve the following purposes:"

A. *"To assist in the carrying out and implementation of the Master Plan of the City of Highland Park."*

B. *"To set forth rules and regulations for the division and consolidation of real property."*

C. *"To provide for the proper location and/or width of streets and alleys, buildable areas, open spaces, utilities and drainage easements, and public use facilities and areas."*

D. *"To protect neighborhood character and to provide quality neighborhoods by requiring minimum lot widths, depths, and areas."*

E. *"To provide minimum standards for public improvements and provision for modernizing infrastructure, including water, sanitary sewer lines, and drainage."*

F. *"To provide for and secure the actual construction of public improvements."*

G. *"To discourage residential "enclaves" which tend to divide neighborhoods and which*

restrict reasonable access to adjacent land which is likely to be subdivided or resubdivided in the future."

January 6, 2025

City of Highland Park Plan and Design Commission,
Highland Park City Hall, 1707 St Johns Avenue

Re: Opposition to Proposed Subdivision of 147 Central Avenue

Dear Planning Commission/City Council Members:

I am writing to express strong opposition to the proposed subdivision of the historic property at 147 Central Ave., located directly across from my residence at 126 Central Ave. While I appreciate efforts to preserve the existing historic structure, the proposed subdivision raises serious concerns regarding historic character, environmental protection, and community impact.

Historic Preservation Concerns

The property's significance extends beyond the house itself to include its original lot size and landscape setting. Subdividing this parcel fundamentally alters the historic context that gives the property meaning. Preserving the building while destroying its historic spatial relationship to the surrounding landscape is preservation in name only.

Environmental Impact

The proposed development poses substantial environmental risks:

- **Tree Loss**: The removal of mature trees eliminates critical canopy cover, increases stormwater runoff, and diminishes habitat for wildlife
- **Ravine Stability**: Construction adjacent to a ravine creates erosion risks and threatens this sensitive natural feature
- **Park Adjacency**: Development at this scale compromises the buffer between residential areas and public parkland

The environmental character of this area, its mature trees and natural topography, is precisely what makes this neighborhood livable and ecologically valuable.

Inadequate Public Notice

Residents received minimal notice of this proposal, denying the community meaningful opportunity to respond to a development that significantly impacts our neighborhood's character.

Request for Action

I respectfully urge you to deny this subdivision application. If the Commission is inclined to approve any development, I request:

1. Restrictions on tree removal with mandatory replacement ratios
2. Strict setback requirements to protect the ravine
3. Height and mass limitations for any new construction
4. Extended public comment period given the inadequate initial notice

This area's historic and environmental character deserves protection, not compromise.

Sincerely,

Kelsey Gonzalez
126 Central Avenue
[redacted]

Wendy Binstock Rush
116 Central Ave.
Highland Park, IL 60035
[redacted]
January 6, 2026

Dear Members of the Plan and Design Commission,

I am writing to express my concerns regarding the proposed plan to split the lot located at 147 Central Ave. Highland Park, IL 60035 into two parcels for the construction of two houses. While I understand the need for housing development in our community, I believe this particular proposal poses several issues that warrant careful consideration.

1. Impact on Neighborhood Character
The proposed development threatens the character and aesthetics of our neighborhood. Our community is known for its spacious lots and green spaces, which contribute to the overall quality of life for residents. Introducing two houses on a single lot would significantly alter the visual landscape and could lead to further requests for similar developments, ultimately changing the neighborhood's character.
When I chose to live in this area, it was for the quaint, quiet charm that Highland Park is known for. It is important to retain the historical nature of our neighborhood. We have seen historic artifacts, like the bridge, torn down, and we must not let further developments erode our community's heritage. In fact, the existing house at 147 Central Ave has historical significance, reportedly built around 1870 by the second mayor of Highland Park. Even keeping the existing house, adding a second house on this lot changes the history of the neighborhood.

2. Infrastructure Strain
The existing infrastructure, including roads, utilities, and public services, could potentially be strained with the increased demand that additional households would create. This could lead to issues such as traffic, limited parking, and strain on local services, which could negatively affect the quality of life for current residents.

3. Environmental Concerns
The lot in question contains mature trees and natural habitats that could be disrupted by new construction. Preserving these areas is essential not only for local wildlife but also for maintaining the ecological balance in our community. The potential loss of green space could contribute to increased flooding and air quality issues, further impacting residents' health and well-being.

4. Community Input and Transparency
I urge the council to consider the importance of community input in this matter. Many residents may not be aware of the proposed changes, and it is crucial to engage the community in discussions about potential developments that may affect their homes and lives.

In light of these concerns, I respectfully request that the council reconsider the proposal to split the lot into two parcels. I believe that it is vital to prioritize the interests of current residents and the preservation of our community's character and environment.

Thank you for your attention to this matter. I look forward to the opportunity for further discussion and am hopeful that the council will take these concerns into account.

Sincerely,

Wendy Binstock Rush
Trustee, Wendy Binstock Revocable Trust
[redacted]

[EXTERNAL EMAIL]

My name is Barbara Lansing and I strongly oppose the subdivision 147 Central Ave. I have lived NEXT DOOR at 175 Central Ave for over 34 years!

They tried to subdivide this property previously and it was voted down.

This has already been decided. Why can it be opposed again? The city landmarked the entire property in 1985. The Cornelius Field House has been a 4.1-acre estate since 1875. If you allow this to be challenged then all historic properties can be challenged and the unique market asset of Highland Park will be gone!

Subdividing this property will diminish the value and appeal of the Central East properties. It destroys the character that we have tried so hard to maintain and protect.

The facts are straightforward. The Cornelius Field House, built in 1875 by Highland Park's second mayor, is the oldest home in the city. It has been landmarked since 1985, intact on its original 4.1 acres for 150 years, and is a contributing property to a federally listed National Register Historic District. In 2019, the Federal Highway Administration formally committed to protecting this specific property from adverse effects.

The developer's argument is that the resulting lots would still exceed minimum size requirements. That is true. It is also true that a developer could knock down a Frank Lloyd Wright house and build something code-compliant. Meeting a minimum is not the same as protecting what makes a place valuable.

Buyers pay Highland Park prices because of exactly properties like this one. You will destroy the value of my property if you do agree to this. Once the lot is subdivided you will have destroyed the character of 150 year old tradition that makes Highland Park historical!!!!!

PLEASE vote NO!!!!

Barbara & David Lansing
175 Central Ave

Burhop, Karl

Subject: FW: Subject: May 5 PDC Vote: Protect Highland Park's Market Value, Deny 147 Central Subdivision

From: Julie Ehrlich < >
Sent: Monday, May 4, 2026 4:17 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Subject: May 5 PDC Vote: Protect Highland Park's Market Value, Deny 147 Central Subdivision

[EXTERNAL EMAIL]

Dear Ghida,

Please share and forward today to PCD and City Council and Karl Burhop and Joel Fontaine.

Highland Park's reputation as a premier North Shore community rests on one thing competitors cannot replicate: authentic historic character. Subdividing 147 Central Avenue chips away at that foundation.

PDC should take into account the following facts:

One. The Cornelius Field House is the oldest home in Highland Park, built in 1875 by the city's second mayor, landmarked since 1985, and federally recognized as a contributing property to a National Register Historic District.

Two. The Historic Preservation Commission voted 6-0 in January that subdivision would significantly damage the property's historic significance, and found that the estate's original gateposts, iron fencing, and carriageway on the proposed new lot independently qualify for landmark protection.

Three. If this subdivision is approved, every landmark property owner in Highland Park with a large lot now has a roadmap to subdivide. The precedent affects 76 local landmarks and 163 National Register contributing properties.

Please vote no to setting a harmful precedent. Protecting this property protects Highland Park's brand. My husband and I moved to Highland Park mainly because of the truly astonishing variety of historic architecture. The city has a responsibility to protect the treasure trove of designated historic buildings.

Thank you,
Julie Ehrlich
196 Central Avenue
Highland Park IL 60035

[EXTERNAL EMAIL]

Dear Ms. Neukirch,

Please share and forward today to PCD and City Council and Karl Burhop and Joel Fontaine

I am a Highland Park resident writing in opposition to the subdivision of 147 Central Avenue.
Highland Park's historic estate character is not sentimental. It is a market asset. It is why buyers choose Highland Park over Northbrook, over Deerfield, over any number of communities with newer homes and lower price points. The intact estates of the Central East area are a core part of what makes Highland Park command the prices it does.

The Cornelius Field House has been a 4.1-acre estate since 1875. The city landmarked the entire property in 1985. The Historic Preservation Commission voted 6-0 in January 2026 that subdivision would significantly damage its historic significance. The federal government required this specific property be protected from adverse effects as recently as 2019 and the Highland Park has continually promoted it as an important landmarked and Nationally eligible historic property.

Subdividing it to build a 15,000 sq. ft. second house does not add value to Highland Park. It signals to the market that our most protected historic properties are negotiable. That signal has consequences for every estate property in the city, regardless of acreage. It sets a bad precedent.

Please vote to deny this subdivision on May 5. The oldest house in Highland Park, on its original lot, is worth far more to our community wholly intact, as it was originally landmarked.

Sincerely,
Lynn Froy
296 Prospect Ave.
Highland Park, Illinois 60035

Sent from my iPhone

Burhop, Karl

Subject: FW: PDC May 5 Hearing: 147 Central Avenue Subdivision Undermines Highland Park's Competitive Advantage

-----Original Message-----
From: Roberta Mocogni < >
Sent: Tuesday, May 5, 2026 11:58 AM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: PDC May 5 Hearing: 147 Central Avenue Subdivision Undermines Highland Park's Competitive Advantage

[EXTERNAL EMAIL]

Dear Ms. Neukirch,

Please share and forward today to PCD and City Council and Karl Burhop and Joel Fontaine.

Highland Park competes for residents and investment against dozens of North Shore communities. What differentiates this city is its preserved historic fabric, intact estate properties, and the credibility of its landmark protections. Subdividing 147 Central Avenuedamages all three.

The facts are straightforward. The Cornelius Field House, built in 1875 by Highland Park's second mayor, is the oldest home in the city. It has been landmarked since 1985, intact on its original 4.1 acres for 150 years, and is a contributing property to a federally listed National Register Historic District. In 2019, the Federal Highway Administration formally committed to protecting this specific property from adverse effects.

The Historic Preservation Commission voted unanimously that the subdivision would significantly harm the property's historic significance. The Commission identified the historic gateposts, original wrought-iron fencing, the carriageway driveway, and the estate setting on the proposed new lot as independently satisfying landmark criteria. Staff's own January memo concluded the entire 4.1-acre parcel is a "Regulated Historic Structure in its entirety."

The applicant's attorney is now arguing that only the building and parts of the estate like fenceposts, not the land, was ever protected. That argument requires the Commission to disregard its own January findings, forty years of city practice, and staff's own written conclusions.

The PDC should decline to do so. Granting this subdivision tells every potential buyer, investor, and business considering Highland Park that landmark designation is negotiable when an owner finds the property inconvenient to sell. That precedent costs the city far more than one subdivision gains.

Please vote to deny on May 5.

Respectfully,
Roberta Mocogni
330 Temple Ave
Highland park IL

Burhop, Karl

Subject: FW: Cornelius Field House

From: Danny Kahn < >
Sent: Monday, May 4, 2026 2:15 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Cornelius Field House

[EXTERNAL EMAIL]

Dear Ghida:

As you may know, I've been active in HP Historic Preservation for many years and presided over the landmarking of 405 Sheridan – which process was affirmed *unanimously* by Highland Park's City Council. That bold preservation effort resulted in retaining one of the North Shore's last remaining grand estates.
I am concerned and disappointed by Highland Park's degrading commitment to continuing that effort. Many historic homes continue to be lost to redevelopment.

Regarding the Cornelius Field House, I understand it is HP's oldest house and was landmarked in 1985. It is also part of a National Register Historic District. I firmly believe that the House should be retained in perpetuity and am aware that HPC considered the request and decided that both the House and the Property were historic and significant and thus should be preserved as such. *I* would also like to see both the House and the original, also historic, *and also legally landmarked* Property maintained in its current size. It contributes significantly to the nature of the house, both by its size, and the outbuildings it contains.

It was never the intent of any of the elements of Highland Park's Historic Preservation ordinance to impose undue burdens on a fellow Highland Park resident and property owner. However, there is nothing in the Landmarking Ordinance that permits an owner of a Landmarked property to drop the landmarking if they can't sell the Property at the price they want to sell it. At the "right" price, everything will sell! That said, the Property has been on the market for a long time and does not seem to be able to attract any buyers. While the asking price is prima facia higher than the market will bear for that specific house, it is not a totally unreasonable price for a property that size.

When we embarked on the project to save 405 Sheridan, HPC decided that although both the Howard Van Doren Shaw house and the Jens Jensen landscaping were historically significant and HPC passionately sought to retain both. However, our consensus was that if we had to bend, we were prepared to lose the house in order to retain the landscape. This would have involved restricting the size, position, and number of residences that would have been allowed on the Property but still would have allowed the main house to be demolished, and the historic Property subdivided. In the end, we were fortunate that a single buyer came forward to buy the entire property and restore both the house and the Landscaping to their historic glory.

In the case of the Cornelius Field Property, I support letting the subdivision go forward but let it happen in a way that will ensure the survival of the House, and some contextual Landscaping. It should be noted that merely subdividing the Property does not remove the Landmarking from the Property. The newly created buildable lot will still be Landmarked. Thus, the design of a new structure on it would fall under the purview of Historic Preservation. Our Ordinance still has specific criteria as to how additions and modifications may be made to Landmarked houses, and these can include large and significant additions. Allowing HPC to assist a new owner in shaping what is built so as not to decimate the feel of the original Property would facilitate a reasonable compromise. And the high value of the Lakefront lot will allow the less desirable parcel containing the house (which I understand needs massive restoration) to be sold at a price level that *will* attract a buyer.

Please do not allow a subdivision that doesn't retain the Landmark status of the new lot and ensure that whatever is built there doesn't violate the spirit of what Mr. Field initially created. Please do NOT continue to dilute Highland Park's tradition of commitment to historic Preservation.

Sincerely,

Daniel Kahn
Lifelong resident of Highland Park, and former chair of HPC

[EXTERNAL EMAIL]

Dear Ms. Neukirch,

Please share and forward today to PCD and City Council and Karl Burhop and Joel Fontaine.

I'm writing in opposition to the subdivision of 147 Central Avenue. I live in Deerfield but spend a lot of time in Highland Park and really love the architecture.

Please share and forward today to PCD and City Council and Karl Burhop and Joel Fontaine.
I am asking the PDC to deny the proposed subdivision at the May 5 hearing.
Here is the case in plain terms. Cornelius Field built this house in 1875, six years after Highland Park was incorporated. He was the town's second mayor and helped design the community's early development. His 4.1-acre estate has never been divided. The city landmarked it in 1985. The Historic Preservation Commission voted 6-0 this past January that splitting it would cause significant historic damage. Federal agencies required it be protected as recently as 2019.

The developer's argument is that the resulting lots would still exceed minimum size requirements. That is true. It is also true that a developer could knock down a Frank Lloyd Wright house and build something code-compliant. Meeting a minimum is not the same as protecting what makes a place valuable.

Buyers pay Highland Park prices because of exactly this kind of property. Once the lot is divided and a second house is built, that is permanent. There is no restoring a 150-year-old estate configuration once it is gone.

I hope you will vote no.

Thank you,

Melinda Strauss
1745 Portage Pass
Deerfield, IL 60015

Burhop, Karl

Subject: FW: Cornelius Field House, 2
Attachments: Library Document Station.pdf

From:
Sent: Monday, May 4, 2026 3:42 PM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Cc: Julie Ehrlich < >
Subject: Fw: Cornelius Field House, 2

[EXTERNAL EMAIL]

HI,
Note that the Cornelius Field House is connected to the oldest house in Chicago, The Clarke House..."now still standing"....!!!!
A BIG DEAL.
Mary

EAST CENTRAL



1 147 Central Avenue

Highland Park Building Company director Cornelius Field built this house for himself. The mixture of design elements suggests it was built in two sections. Photographs show it had attained its present size by 1896. During the 1880's it served as a boy's school but in 1899 it was purchased by Henry B. Clarke, whose grandparents built the oldest house now standing in Chicago. It has been a private residence ever since.



2 326 Central Avenue

This Italianate house built in 1871 is now the headquarters of the Highland Park Historical Society. It was donated to the Society during Highland Park's Centennial in 1969 by Jean Butz James, in whose honor the Society Museum is named. Fabricated of native bricks made in Highland Park brickyards, it is one of the speculative houses built by the Highland Park Building Company during the period.

Included on the property is the Walt Durbahn Tool Museum, named for the Highland Park High School Industrial Arts teacher who left the Society his fine collection of tools.

City of Highland Park

Memorandum

Date: April 21, 2026

To: Plan and Design Commission

From: Historic Preservation Commission

Subject: 147 Central Avenue – Written Report to Plan and Design Commission

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Background.

On January 8, 2026, the Historic Preservation Commission ("HPC") considered the impact of the proposed Planned Development on the Historically Significant property located at 147 Central Avenue.

This matter is before the HPC because the Director of Community Development has determined that the property at 147 Central Avenue is a Historically Significant property, as it is a Local Landmark.

The HPC is required to provide a non-binding recommendation to the Plan and Design Commission per Sec. 150.530(E)(2) of Code.

Sec. 150.530(E)(2) of Code states the Historic Preservation Commission shall

> (a) Review the potential impact of the proposal on the historically significant property, and
>
> (b) Submit a written report of its findings to the Plan and Design Commission and the City Council.

The Historic Preservation Commission's report is an important part of the Plan and Design Commission's consideration of whether the Sec.150.520(C) Planned Development standard[1] is met as part of its PUD recommendation to City Council. The Applicant for a Planned Development must demonstrate that the proposed Planned Development satisfies and incorporates, to the greatest extent practicable, the design standards in Sec. 150.520.

Concurrent Landmark Removal Consideration.

The HPC concurrently considered a request to remove the landmark designation from Lot B in accordance with Sec. 24.025(H) of Code. At the March 12, 2026 Meeting the HPC made a determination of significance using the Landmark Criteria listed in Sec. 24.015 of Code. By unanimous vote, the HPC moved that Lot B satisfies Landmark Criteria 1, 3, 4, and 7, and has sufficient integrity of design.

[1] Sec. 150.520(C) *Historic Resources.* "The Planned Development shall preserve all (1) locally designated landmarks, and (2) properties, structures, areas, objects, and landscapes determined to be historically significant by the Historic Preservation Commission in accordance with Chapters 24 or 170 of the Code."

The Plan and Design Commission should consider if the HPC's determination of historic significance on March 12, 2026 aligns with the Historic Resources standard in Sec. 150.520(C).

The following is intended to be the required Report of the HPC with its findings and recommendations, per its deliberations[2] on the January 8, 2026 Regular Meeting, March 12, 2026 Regular Meeting and April 15, 2026 Special Meeting.

[2] The HPC was set to consider the item at the Feb. 12, 2026 meeting as well, but the applicant requested a continuation.

Findings.

At the Jan. 8, 2026 Regular Meeting, the HPC concluded:

> *"The subdivision of the lot would significantly impact the historical significance of the property at 147 Central Avenue based on the historic fence, columns that make-up the gate, relocation of the new driveway and its impact on the curb appeal, and the growing density of the lot."*

Specifically, the HPC finds that the wrought-iron fence and the gateposts are among the historic resources of the property, and that the Planned Development would negatively impact each of them as follows:

- Wrought-Iron Fence Element
    - The HPC finds that the wrought-iron fence is associated with a notable person (Cornelius Field), embodies the Victorian landscape style, is identifiable as the work of a notable builder (Cornelius Field), and embodies detailing that renders it visually significant. The wrought-iron fence is an established visual feature of the property. Furthermore, the wrought-iron fence retains sufficient integrity of location, design, materials, and workmanship.
    - The HPC finds that the Planned Development will disrupt the historic wrought-iron fence located along the front lot line. In order to create a new driveway the applicant will have to disrupt the continuity of the historic wrought-iron fence. The HPC is opposed to the destruction of the fence to make room for a new driveway and notes that a shared driveway could aid in preserving the historic fence.
- Gatepost Elements[3]
    - The HPC finds the gatepost elements (base and finials) are associated with a notable person (Cornelius Field), embody the Victorian landscape style, are identifiable as the work of a notable builder (Cornelius Field), and embody detailing that renders them visually significant. The gatepost elements are an established visual feature associated with the property. Furthermore, the gate elements retain sufficient integrity of location, design, materials, and workmanship.

[3] The gatepost is located in the public-right-of-way. The HPC discussed the gatepost because the PDC has the ability to consider off-site impacts.

- The HPC is concerned that the Planned Development will result in the loss of the gateposts. The gateposts contain important historic elements, and have a connection to the original property owner, Cornelius Field.
- At the Jan. 8, 2026 meeting an architect representing the property owner offered that the gatepost could be preserved, if that is the preference of the Commission. The HPC would like the applicant to pursue the option to preserve the historic gateposts.

- Driveway Element
  - The HPC finds the driveway element is associated with a notable person (Cornelius Field), embodies the Victorian landscape style, is identifiable as the work of a notable builder (Cornelius Field), and exhibits elements of design that render it visually significant. The driveway element is an established visual feature of the property. Furthermore, the driveway element retains sufficient integrity of original location.
  - The HPC finds that the placement of the current driveway is another element of this historic resource, and therefore is opposed to changing the driveway's placement. Requiring a shared driveway easement would preserve the driveway placement element of this property.
- Estate Setting Element
  - The HPC finds the estate setting is associated with a notable person (Cornelius Field), embodies the Victorian landscape style, and is identifiable as the work of a notable designer (Cornelius Field). The estate setting is an established visual feature of the property. Furthermore, the estate setting retains sufficient integrity of location and design.
  - The HPC finds that the open space on the property contributes to the estate setting of the Cornelius Field Property, and is integral part of this historic resource worth preserving. The proposed Planned Development will increase the density of the property and will fundamentally diminish the estate's setting.

Recommendation. [4]

- The HPC recommends denial of the proposed Planned Development on the basis that the proposed plan will irreversibly alter the property's historic site setting.
- The HPC further emphasizes that the open space on the property contributes to the estate setting of the Cornelius Field Property, and is an integral part of the historic resource. The HPC finds that allowing the construction of any structure on Lot B will create more density and detract from the property's historic significance.
- Although the HPC does not recommend approval, should the Planned Development be approved, the HPC further recommends the following conditions:
    1. That the Plan and Design Commission require an 80 ft. side yard setback on the west side of the proposed Lot B.
    2. That any new structure on the proposed Lot B not exceed the height of the Cornelius Field House.
    3. That the Plan and Design Commission require the preservation of the gateposts, the wrought-iron fence, the heritage trees, and use of the driveway in its existing location with no additional driveway as conditions of approval.
    4. Prohibit additional zoning relief related to Lot B.

Important Regulatory Note. Any construction on a newly created Lot B will be a Regulated Structure and require a Certificate of Appropriateness from the HPC per Sec. 24.030 of Code. [5]

Historic Preservation Commission Consideration.

Attachments 1-3 are the meeting minutes from the Jan. 8, 2026 HPC Regular Meeting, and March 12, 2026 Meeting, as well as the draft minutes from the **April 15, 2026 HPC Special Meeting**. ***Attachments 4-5*** are written public comment submitted to the HPC.

[4] The Commission unanimously agreed to recommend denial of the Planned Development. However, the specifics of the HPC's final recommendation were adopted by a 4-3 vote. Two dissenting Commissioners favored more restrictive yard setbacks as conditions, if the Planned Development be approved. The other dissenting Commissioner was adamantly against recommending any conditions of approval. The entire discussion is available in the attached DRAFT April 15, 2026 Meeting Minutes.

[5] COA applications for new construction are reviewed using "*Criteria for Certificate of Appropriateness for New Construction"* found in Sec. 24.030(C) of Code.

Attachments

1. 1.8.26 HPC Regular Meeting Minutes
2. 3.12.26 HPC Regular Meeting Minutes
3. 4.15.26 HPC Special Meeting Minutes
4. Public Comment Submitted to HPC 1.8.26
5. Public Comment Submitted to HPC 2.12.26

MINUTES OF A REGULAR MEETING
HISTORIC PRESERVATION COMMISSION
OF THE CITY OF HIGHLAND PARK, ILLINOIS

MEETING DATE: Thursday, January 8, 2025

MEETING LOCATION: Council Chambers, City Hall, 1707 St. Johns Avenue, Highland Park, IL

CALL TO ORDER

At 6:32 p.m., Acting Chair Greenbaum called the meeting to order. This Commission meeting takes place on-site. Staff was asked to call the roll.

ROLL CALL

Commissioners Present: Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman

Commissioners Absent: Chairperson Weeder

Councilmember Present: Blumberg

Student Council Absent: Koslow

Staff declared that a quorum was present.

Staff Present: Coleman & Markle

Guests Present: Scott Simpson, Partner/Scott Simpson Design + Build
Cal Bernstein, Attorney/Samuels & Bernstein
Greg Moyer, Founder/Moyer Properties
Julia Jonas, Resident/Historian

Others Present: Gale Cerabona, Recorder

APPROVAL OF MINUTES

Regular Meeting of the Historic Preservation Commission – December 11, 2025

Commissioner Gonka moved to approve the regular meeting minutes of December 11, 2025. Commissioner Pines seconded the motion.

On a voice vote
Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

SCHEDULED BUSINESS

1. Final Consideration of Landmark Designation Recommendation – 3135 Priscilla Avenue

Planner Markle offered a presentation:

- Landmark Designation Process
- Summary
    - H.W. Kadell House
    - built in 1941
    - architect is George Fred Keck of Keck and Keck
    - Contemporary style
- Existing Conditions were shown
- Previous Consideration
    - criteria 1, 4, 5, & 6
- Findings of Fact
    - integrity is met
- Additional Information
    - 30 Keck homes in Highland Park
    - 12 received a Significant rating
- Landmark Criteria were reviewed
    - passive solar, radiant heat
- Recommendation

Commissioner Gonka moved that the property at 3135 Priscilla Avenue satisfies Criteria #1, 4, 5, and 6 with sufficient integrity of design, and a recommendation that City Council adopts a Landmark Designation Ordinance. Commissioner Ehrlich seconded the motion.

On a roll call vote

Voting Yea: Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

2. Determination of Historic Significance – 1375 Sheridan Road

Planner Markle offered a presentation:

- Churchill House
- Significant Rating in Central East survey
- Colonial Revival style
- Built c. 1919
- Architect is Robert Seyfarth
- Property History was reviewed
- Architecture
    - alterations – roof replacement in 2022, possible rear addition
- Elevations were shown
- Landmark Criteria were illustrated
- Impact of Historic Findings
- Recommendation

Petitioner, Scott Simpson, Partner at Scott Simpson Design + Build, said the integrity of the structure is a concern as well as making this code compliant (leaky basement, foundation made of terracotta tubes); would be a major project to bring this back.

Some HPC comments are…..

- Commissioner Hartinger asked if:
  - this is as close to original as possible. Planner Markle said much of the exterior material is original. Mr. Simpson shared that the interior/bathrooms have been altered. Kitchen is from the 1950s.
  - the windows are original. Mr. Simpson said he is unsure. He noted the windows or doors don't operate.
- Commissioner Ehrlich said it is a classic site for the house. The architect is famous.
- Commissioner Gonka believes Criteria #3 applies.
- Commissioner Portman believes Criteria 1, 3, 4, 5, and 6 apply. He explained the owner, James Hart, is the son of Max Hart of Hart Schaffner Marx. A labor dispute resulted in the first labor union in America. Planner Markle stated the obituary of the father, Max Hart, was distributed. They noted additional material is available.

Commissioner Gonka moved that this house meets Criteria #1, 3, 4, 5, 6, and has sufficient integrity and design. Commissioner Ehrlich seconded the motion.

On a roll call vote
Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, & Portman
Voting Nay: Commissioner Pines

Staff declared that the motion passed 5-1.

3. <u>Recommendation to the Plan and Design Commission/PDC Regarding a Planned Unit Development/PUD – 147 Central Avenue</u>

Planner Markle gave a presentation:

- Commission Consideration Required
- Review of Historic Record
- Summary
  - Field property
  - Significant rating in the Central East Survey from 2020
  - Gothic Revival/Italianate style
  - built c. 1875
  - architect is Highland Park Building Company
  - proposing to subdivide into two parcels
- Site Context
- Site Plan (Lot 1 & Lot 2)
- Prior PDC Consideration – January 6, 2026
  - removing driveway on Lot 2, creating driveway on Lot 1
- Photos were shown
  - 123+ square-foot setback from street

Staff asked if anyone from the public wishes to speak. The following came forward:

- Kelsey Gonzalez stated she lives across the street and noted it is part of the National Historic District. Planner Markle said this is a local landmark. Ms. Gonzalez said this is not typical. This is the oldest house in Highland Park and lived in by the second Mayor. The estate is proposed to be destroyed to preserve the home. This should be highly considered. This house is on a tour route. She doesn't want a precedent set and hopes this is not delandmarked.

Senior Planner Coleman advised this case is not regarding delandmarking.

Commissioner Ehrlich disclosed that he lives within 400' of this house. He consulted Corporation Counsel and was advised he could participate in this matter.

Staff asked if anyone in the audience wishes to speak. The following came forward:

- Tom Corning:
  - asked if one lot would not be landmarked if these parcels are subdivided. Planner Markle said Lot 2 would not be landmarked any longer.
  - asked how many dwellings could be built. Senior Planner Coleman stated one, as it is a single-building lot.
  - appreciates the owner retaining the structures. He would like an Italianate structure to keep the historic character. Mr. Corning noted the driveway is problematic.
- Jim Fraerman stated he is a former Chair of the HPC and won awards for preservation. He advised the subdivision retains the historic structures on Lot 1. Lot 2 only has the gate that is historic. Mr. Fraerman has no objection. Regarding two driveways, that would impede onto a Heritage tree. Another tree is huge. The porte cochere is on the west side of the house. He hopes the view is not compromised for neighbors. Both parcels have significant restrictions (ravine, significant buffers).

  Commissioner Ehrlich said the fence along the front of the house is also historic. Mr. Fraerman stated he doesn't know the relative integrity of the Field House.

Some HPC comments are…..

- Commissioner Ehrlich has an issue with the second driveway, as it will compromise the slope. He noted the ravine is behind the house on a sloping angle; there may be more restrictions; There is a vacant house. The landmarking could be removed later; could destroy the value of the house. It's a unique National Historic area.

  Councilmember Blumberg said there are significant restrictions that are in no Commissions' purview. There is a Steep Slope Zone/SSZ. The structures are landmarked. He explained delandmarking. The HPC cannot consider what may be built on Lot 2. The matter before the HPC is a nonbinding recommendation to the PDC.

- Commissioner Gonka asked when this property was landmarked. Senior Planner Coleman said 1985.

  Councilmember Blumberg said there was a similar circumstance. He provided background on subdividing from the other case.

- Commissioner Ehrlich asked if the HPC should be considering anything regarding this being a National Historic District. He said the other case had a second street and alley access. Councilmember Blumberg expounded on that farm house. He noted, in the end, the lot was subdivided.

- Commissioner Portman asked if that was a Historic property or in a Historic District. Councilmember Blumberg stated it was a regulated structure. Planner Markle expound on 326 Central Avenue. They noted thorough documentation was found regarding the buildings of Lot 1 on this project.
- Acting Chair Greenbaum:
    - said it is a stately house. The property attached to it enhances it. If the subdivision is allowed, it will lose the charm.
    - asked if there are a lot of trees. Planner Markle said this has nothing to do with landmarked design.

Mr. Bernstein noted this is such a large lot, it triggered a PUD. The property at 326 Central Avenue did not go through this process. This is a unique situation. The COA should have come before the HPC to add a regulated fence. Planner Markle referenced a footnote and explained same. The fence and gate were added after the property was landmarked.

Commissioner Ehrlich advised the new fence was installed as a result of the bridge for safety reasons.

Mr. Bernstein shared what was landmarked. The Resolution approved that the house was landmarked in 1985. The house and other certain area/properties (Stupey Cabin) on the land were landmarked. Subsequent to 1985, two COAs were sought for a Coach House and a Guest House. He stated there is no evidence, since 1985, that the HPC or City Council extended landmarking to Lot 2. The house and landscape design at 405 Sheridan is landmarked.

More HPC comments are…..

- Commissioner Ehrlich said there are 3-4 structures on one side. When a house is landmarked, typically a lot is as well.

  Councilmember Blumberg stated, regarding the determination at Linden & Central Avenues, the landmark was specific to the structure. It only applies typically to the structure.

- Commissioner Gonka said some people come forward themselves to landmark a house (without an attorney). The repositioning of the driveway changes the curb appeal of the land. He wondered if a permit was issued for the fence. Senior Planner Coleman said it was part of the bridge repair, so a permit was issued.
- Commissioner Ehrlich said the other case may not have set a precedent for future matters.

  Mr. Bernstein noted this is in the R4 district which has strict zoning. He expounded on the overlay zone, etc. The two lots are almost 90,000 square feet; no lot is similar, so it won't create a precedent. They are complying, and this is consistent with the Master Plan. Mr. Bernstein stated a shared driveway is problematic. The site plan was illustrated, and the setback was discussed. He noted they considered having 3 lots on this property. The existing home has an $80,000 tax bill. This limits the home sale. Subdividing will create interest in marketing the home for sale; more attainable. They want to see it maintained.

- Commissioner Gonka said that would give a current concession to the owner.
- Commissioner Ehrlich said an argument could be made that the lot, as is, could be more saleable. Mr. Bernstein shared they are trying to make Highland Park better.

- Commissioner Portman commented the driveway is not the only thing that's important. He read the Ordinance in 1985 (4 houses, Stupey Cabin; subject properties). Mr. Bernstein reminded the PDC is seeking the HPC's advisory opinion. He noted code language in 1985 may have been used interchangeably.
- Acting Chair Greenbaum asked, and Planner Markle said the PDC should discuss the driveway.
- Commissioner Portman asked if the driveway could be shared. Mr. Bernstein said the existing driveway will serve Lot 1, and a new driveway will be built on Lot 2.

  Councilmember Blumberg remarked his function as a Liaison is to bring policy to the HPC.

- Commissioner Ehrlich believes they need to review the entire estate.

Mr. Greg Moyer, Founder with Moyer Properties, stated the owner doesn't live in the home. It's been on the market for a year. People love the property. It's not saleable. This is a reasonable way to market a house that is historic. One can barely see the other lot. It could sit there for another year.

Additional HPC comments are…..

- Commissioner Portman said this is a Historic Preservation Commission (created in 1985). When he walks east on Central Avenue, the house has unbelievable characteristics. What strikes him is the estate; preserving the entirety of the lot. He would vote no to subdivide based on the merits before the HPC.
- Commissioner Gonka said the entire property/PIN # was landmarked. Subdividing and moving the driveway changes that. The shape of the driveway and fence is historic.
- Commissioner Portman concurred and would like to preserve the property. He would like to see a shared driveway that splits off to both houses.
- Commissioner Pines is not bothered by the relocation of the driveway. If being more affordable makes it saleable, he is for it. An architectural effort needs to occur on the new house. He would like to see the lot line move further to the east.
- Commissioner Ehrlich thought initially the house would be too close to the lot line. He is unsure what would enhance this. It is more valuable as one large estate. A singular driveway is not as saleable. Commissioner Ehrlich is opposed to disturbing the driveway, etc. The other aspects need to be considered.
- Commissioner Hartinger believes there are good things and bad things on both sides.

Commissioner Gonka asked if a motion should be crafted that a subdivision would have a significant impact on the historic nature of the site. Mr. Bernstein read the Staff Report, and noted a Planning Report is the next step. Councilmember Blumberg asked that anyone who speaks gets recognized by the Chair. Senior Planner Coleman clarified what the motion should be.

Commissioner Gonka moved that the subdivision of the lot would significantly impact the historical significance of the property at 147 Central Avenue based on the historic fence, columns that make-up the gate, relocation of the new driveway and its impact of the curb appeal, and the growing density of the lot. Commissioner Ehrlich seconded the motion.

On a roll call vote

Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

4. Preliminary Consideration of Partial Landmark Designation Removal – 147 Central Avenue

Planner Markle offered a brief presentation:

- Partial Landmark Removal of Lot 2
- Summary of Application
- Site Plan, Photos were shown (no structures; driveway/gate)
- Prior Designation
- Recommendation

Ms. Julia Jonas, Historian, noted she was a docent at this house in 2016. She provided history (pineapple on gate post, owner was a gentleman farmer, had two bedrooms, circular driveway so horses could go forward). This Field House and 4-acre property was placed on the Chicago Watch List. The property slopes down with a view of the ravine. The house may have been built in 1870.

Mr. Bernstein explained this should be considered as if the subdivision occurred. Historic features are located on Lot 1, not on Lot 2. Criteria wouldn't apply to Lot 2; vacant lot.

Some HPC comments are…..

- Commissioner Ehrlich said the HPC could wait until it is known if the lots will be subdivided; it's a hypothetical. Planner Markle said Staff was advised by Corporation Counsel that it is appropriate to discuss both issues together. Mr. Bernstein said they were directed by Staff & Corporation Counsel to bring this forth as the process.
- Acting Chair Greenbaum said, due to keeping the lot as one estate, this is not worth the discussion. Senior Planner Coleman said an Application was submitted and must be reviewed for Lot 2.

  Councilmember Blumberg said, procedurally, decisions could occur. He noted the options are to delandmark Lot 2, not to delandmark Lot 2, or if there is no motion at all, the matter would fail. Planner Markle said this action ends with the HPC (and does not go to City Council) if the Commission does not recommend landmark removal.

Staff asked if there is anyone in the audience who wishes to speak on this matter. The following came forward:

- Kelsey Gonzalez asked why there are two motions. She doesn't understand the logic. If it was deemed this should not be subdivided, how can delandmarking occur? Ms. Gonzalez noted the Lakefront landmark would be destroyed.

Commissioner Pines moved to continue this matter to the next HPC meeting. Commissioner Portman seconded the motion.

On a roll call vote

Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously. A report will be drafted and the HPC's recommendation would be submitted to the PDC. The potential delandmarking issue will be discussed at the next HPC meeting.

Commissioner Gonka shared this is a back-door attempt to get a lot subdivided. It is grossly unfair to put these issues together.

Acting Chair Greenbaum said making a decision on a hypothetical is a slippery slope; back-door approach. She is having a hard time wrapping her head around this.

Councilmember Blumberg advised Corporation Counsel could attend the next HPC meeting.

5. Resolution Recommending Ways to Encourage Historic Preservation

Planner Markle asked for feedback on the report. Commissioner Portman likes the memo and asked what next steps are. Planner Markle replied if City Council asks for actions, this will come back to the HPC for embellishments.

Commissioner Hartinger moved to adopt Resolution #2026-001. Commissioner Gonka seconded the motion.

On a roll call vote

Voting Yea: Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

DISCUSSION ITEMS

There were no Discussion Items.

BUSINESS FROM THE PUBLIC

There was no Business from the Public.

OTHER BUSINESS

1. Administrative Determination of Historic Significance – 1770 Heather Lane

Planner Markle advised there was a fire and demolition was requested.

2. Next Regular Meeting is Scheduled for February 12, 2026

It was noted the next regular HPC Meeting is scheduled for February 12, 2026.

STAFF REPORT

Planner Markle asked that the Organizational Disclosement Form be completed and submitted by January 16, 2026.

They noted a Code Amendment would be presented at the next HPC meeting due to an error.

ADJOURNMENT

Commissioner Pines moved to adjourn at 9:29 p.m. Commissioner Gonka seconded the motion.

On a voice vote
Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

Respectfully Submitted,

Gale Cerabona
Recorder

MINUTES OF A REGULAR MEETING ON DECEMBER 11, 2025, WERE APPROVED WITHOUT CORRECTIONS.

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

Staff declared that the motion passed unanimously.

Planner Markle advised that copies of public letters are available (specifically two letters from Mr. Cal Bernstein, Attorney with Samuels & Bernstein, for the case at 147 Central Avenue).

SCHEDULED BUSINESS

Commissioner Ehrlich suggested the last three items be moved up on the agenda. Chairperson Weeder concurred, and the order was rearranged.

1. Final Consideration of Landmark Nomination – 818 Hill Street

Planner Markle offered a presentation:

- Not Surveyed
- Tudor style with Swedish Folk elements
- Builder & Architect is Harry Bengston
- Landmark Designation Process
- Elevations were shown
- Previous Consideration (from the February 12, 2026, HPC meeting)
- Findings of Fact
- Landmark Criteria
- Recommendation

Commissioner Portman moved to recommend a Landmark Nomination to City Council. 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.

2. Preliminary Consideration of Landmark Nomination – 670 De Tamble Avenue

Planner Markle offered a presentation:

- Landmark Designation Process
- Arthur Vetter House
- Tudor style
- Built in 1928
- Builder is Arthur Vetter
- Contributing Structure in the 2006 Bob O'Link survey
- Elevations were shown
- Notable Architectural Features
- Tudor-style Characteristics
- Arthur & Mabel Vetter
- Daniel Vetter
- Chain of Title
- Alteration History (before & after photos were shown)
- 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. <u>Preliminary Consideration of Landmark Nomination – 273 Sheridan Road</u>

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

- Aerial view was illustrated
- Notable Architectural Features
- French-Eclectic style Characteristics
- Chain of Title
- Alteration History
- Landmark Criteria
- Recommendation

Chairperson Weeder asked if anyone from the public wishes to speak. The following came forward:

- Lisa Temkin gave a brief history.

Ms. Kim Schliesmann, Petitioner, advised they are the third owner and were taken by this house. The outside will remain the same. An architectural, Belmont-style, shingle roof is slated to exactly match. The inside is amazing. There is a piece of stained glass (3x4 from the World's Fair) mounted in the inside. The paving stones might have been a gathering circle. Perhaps students could recreate the yard (via a program). They wish to protect this house. There is no water damage and is in remarkable shape.

Commissioner Portman shared the University of Illinois has local extension offices.

Chairperson Weeder asked if anyone in the audience wishes to speak. The following came forward:

- Mary Seyfarth stated Marshall Johnson is the designer of the Rose Garden.

Commissioner Portman asked, and Planner Markle said, regarding Criteria 7, the HPC may want to consider this as a significant corner lot.

Commissioner Greenbaum moved that Criteria 1, 3, 4, 5, 6, & 7 are met. This house has sufficient integrity, and the HPC wishes to adopt a Preliminary 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.

4. Review of Written Report to the Plan and Design Commission regarding Planned Development – 147 Central Avenue

Planner Markle offered a brief presentation:

- HPC is required to give a recommendation to the PDC
- Prior HPC Consideration on January 8, 2026
    - a report was summarized by Staff
- Recommendation

Senior Planner Coleman read the first part of the memo on Page 10. Planner Markle said the report goes into more detail.

Chairperson Weeder said this is an unusual situation, as the attorney wrote a letter that the HPC is not competent to discuss/vote. Discussion took place on the two agenda items relating to this matter.

Commissioner Ehrlich said the HPC is being asked to address something based on the facts on the ground at the time of the ruling (as they presently exist). The historic designation was made as one property. The property line exists where it was designated. It is not currently subdivided. This is Monticello in Highland Park. He has seen nothing that gives the HPC the power to do this. The HPC should do nothing on this. A COA is needed. Commissioner Ehrlich can't believe he is being threatened with a constitutional amendment. The HPC will make a recommendation/motion that the designation remains, and the HPC or City Council don't have the authority to change that. He is upset he was never given the design commission document. What is relevant is an attorney made a comment that a $2,500 public benefit/donation would be given.

Director Fontane said there are two applications before the HPC. Part of the PDC's purview is to decide several things. The HPC is being consulted. He expounded on the process.

Some HPC comments are…..

- Commissioner Portman is not in favor of agreeing to the second point in the drafted written recommendation.
- Commissioner Gonka said building on the lot affects the landmark designation.

  Director Fontane reminded the size of this property triggers a Planned Development. The Planned Development process does not remove a landmark designation.

- Commissioner Ehrlich expressed that Corporation Counsel hasn't said the HPC cannot operate without facts on the ground. He feels a joint meeting should take place with the PDC.

  Senior Planner Coleman explained the PDC process and request for input from the HPC.

- Chairperson Weeder believes the bullet points on drafted written recommendation are well considered. She'd like it to be more specific (on restrictive yard setbacks….). Director Fontane explained same. Chairperson Weeder would like to have more time to study this.

  Director Fontane said this is not a conversation between two Commissions. It is a request to obtain the HPC's vantage point.

- Commissioner Portman would like to add on the second part of the written recommendation……allowing any structure to be built on Lot B will create more density on the existing estate. Planner Markle said this is noted and read same.
- Commissioner Ehrlich concurred.
- Commissioner Gonka would like to add information on the COA even if it's redundant.

Commissioner Gonka moved to continue this matter to add more research as per this discussion tonight. Commissioner Ehrlich seconded the motion. Commissioner Gonka amended the motion that this be continued to a date in April. Commissioner Ehrlich accepted the amendment.

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.

5. Continuation of Partial Landmark Removal – 147 Central Avenue

Planner Markle offered a presentation:

- Prior HPC Consideration
- Summary of Application
- Photos were shown
- Prior Designation
- Recommendation

Mr. Bernstein, Attorney with Samuels & Bernstein, shared the PDC has discussed nothing further at this time, as it awaits input from the HPC. It was noted subdivision relief is being requested; is a through lot.

Chairperson Weeder asked if anyone from the public wishes to speak. The following came forward:

- Kelsey Gonzalez referred to her extensive comments. She would like the HPC to have its own language on the previous matter. Ms. Gonzalez stated….what is binding is this item (landmark removal). She read excerpts from her letter. The HPC is here to protect Highland Park residences. Other entities went through an extensive review. It is ridiculous that the City wouldn't protect this, as it's a public treasure. If this occurs, Highland Park's preservation program preserves nothing.

  Commissioner Gonka expressed that while the whole process is confusing the items discussed are relevant. Planner Markle explained the footnote. Corporation Counsel drafted the Resolution. Director Fontane said what's in the packet is a draft.

- Tom Corning defers to Ms. Gonzalez, as she is more invested and closer to the property. He concurs with Ms. Gonzalez. Calling this Monticello is an appropriate measure. The Central Street Bridge is large, trees were removed. Mr. Corning likes that input from the PDC and HPC is being sought. He thanked the HPC. Mr. Corning would like to see the landmark removal item be thrown away. He is sensitive that this is a burden. Mr. Corning would like to see serious FAR, bulk restrictions, etc., be put in place. There is not an Appearance Review Commission for any property. It is important, architecturally, that neighbors don't see a black box. It is a prime property. To make this a palatable venture, he would like to see comments, restrictions, and conditions applied.

  Director Fontane expounded on the process.

Some HPC comments are…..

- Commissioner Gonka said the gate is not on the property. A little bit of a fence is. It was stated this meets Criteria 3 & 7.
- Commissioner Ehrlich believes this should be continued, dovetailed with the previous agenda item.
- Commissioner Gonka said there isn't anyone from the public who wants to see this subdivided. The Commission is knowledgeable about the Criteria and can consider the Criteria. There is no question that the lot meets at least two Criteria. Commissioner Greenbaum concurred.
- Commissioner Gonka said the Commisison 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

Staff declared that the motion passed unanimously.

Respectfully Submitted,
Gale Cerabona, Recorder

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. <u>147 Central Avenue – Review of Written Report to the Plan & Design Commission regarding Planned Development</u>
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.

Some HPC comments are…..

- Commissioner Pines:
  - asked if these are actual or zoning setbacks. Planner Markle said this is existing streetscape information.
  - expressed, regarding the Cornelius House, a 45' setback from the lot line to the house.
  - discussed the massing, scale, and proportionality.
  - said Lot 2 could potentially be 12' from the lot line; this could be very negative if something was built.
  - stated the HPC would like to see this property preserved and not disappear.
- Chairperson Weeder:
  - referenced the house at 175 Central Avenue; a huge difference in side yards (from the proposed property at 147 Central Avenue). Planner Markle verified the table indicates the site plan attachment.
  - said she would mirror the existing to the lot line. Planner Markle said that would be 68'.
- Commissioner Hartinger asked, and Planner Markle noted the restrictions/requirements (for new construction).
- Commissioner Greenbaum identified a wraparound porch on the east side. Her concern is, when it was designed, it was intended to see the east view.

  Councilmember Blumberg said, when one engages on what the owners can see, that speaks to the interior. This exceeds the purview of the HPC. He is referring to the distances between the houses. It's an air and light issue; a Plan & Design issue.

- Commissioner Ehrlich believes the entire property should be preserved. The HPC's role should not be to give guidance to the PDC. He cares about people walking past this house and noticing the oldest and most majestic house in Highland Park. Anyone wishing to change that should present to the HPC. The draft written recommendation doesn't reflect his viewpoint. The property has changed (since the bridge). Perhaps the easement, setbacks have changed.

  Senior Planner Coleman noted the Draft Report recommends denial, etc.

  Commissioner Ehrlich said there could be hypotheticals.

- Commissioner Portman said he felt all along that the HPC's recommendation should stand on its own. He would like to see no provisions after the fact.
- Commissioner Hartinger said the HPC can't control what the PDC does. He discussed if the lots become separated.
- Commissioner Portman said it was determined that it is still a protected property. Increasing the front setback is important.

  Senior Planner Coleman needs to review COAs. He noted there are 14 standards for construction. The COA standards don't regulate setbacks.

- Chairperson Weeder said, if the HPC takes Commissioner Ehrlich's stand, the HPC is taking the perfect over the practical. She recommends the side yard be increased between 147 & 175 Central Avenue from 12' to 45-50', and reminded this is a nonbinding recommendation.

- Commissioner Pines asked if the recommendation should be skimmed.

  Councilmember Blumberg suggested keeping the recommendations within the purview of what the PDC is requesting. He expounded.

- Commissioner Greenbaum reiterated, when it was designed, the view was meant to be there. To make this more practical, and because taxes are outrageous, she feels a setback should be assigned, so this estate could have a lake view. Though the HPC is against separating the lots, she wonders if recommendations should be given. Senior Planner Coleman said this is the HPC's opportunity.
- Commissioner Hartinger asked if there have been situations where if a lot is split, the HPC gave recommendations on what to look for. Senior Planner Coleman stated there haven't been instances.

  Councilmember Blumberg said, if the lot is subdivided, that requires the Petitioner to come back. The new lot is not automatically de-landmarked. He expounded.

- Chairperson Weeder asked about de-landmarking. Planner Markle found the HPC did not recommend landmark removal. If split, Lot B would still be landmarked.
- Commissioner Ehrlich:
  - asked if a COA was granted without a plan. He stated it is not the HPC's place to give guidance. It could be given when a COA is presented to the HPC. Planner Markle reminded the PDC wants the HPC's guidance and direction.
  - said, if a COA is to be given, a plan must be submitted. He doesn't want to mislead anyone by suggesting various numbers of feet.

  Councilmember Blumberg said the HPC is not being asked to say anything about a COA. He reminded the HPC is being asked to give a recommendation with any restrictions, suggestions. Councilmember Blumberg said, if this property is not subdivided, someone could present a plan on the un-subdivided area. Limitations could be placed on the lot.

- Chairperson Weeder mentioned the crux of the issue is noted at the end of the Staff Report. She expounded on parameters.
- Commissioner Pines concurred.

Commissioner Gonka arrived at 7:41 p.m.

- Commissioner Ehrlich would like the HPC to review the 14 criteria and noted, this matter could be continued.
- Commissioner Pines said the restrictions are not as grave as Commissioner Ehrlich is making them out to be.
- Commissioner Hartinger said the Staff Report covers 98% of the HPC's view. Setback issues could be added.
- Commissioner Portman concurred with the exception of the specification from the HPC. It was stated Staff intended to include the second 3-page nonbinding recommendation.
- Chairperson Weeder named the specific areas to address and suggested moving the discussion toward that. It's about the experience of the public viewing this.

Chairperson Weeder asked if anyone in the audience wishes to speak. There was no one.

Senior Planner Coleman summarized the additional 50' is a new point to add.

More HPC comments are…..

- Commissioner Gonka asked:
  - about the process. Planner Markle explained same.
  - what the HPC is actually saying regarding 50' in addition to 12'. Planner Markle explained same.
- Commissioner Pines said Lot 2 is approximately 90,000 sq. ft.; over 2 acres. The amount that's buildable is likely 25,000-30,000 sq. ft.; a robust footprint. The site plan has to be handled artfully.

Councilmember Blumberg suggested the two other agenda items be given attention at this time, as the public may wish to speak on those.

2. 670 De Tamble Avenue – Final Consideration of Landmark Nomination

Planner Markle offered a presentation:

- Summary
- Arthur Vetter House
- Tudor style
- Built in 1928
- Landmark Designation Process
- Previous Consideration
- Findings of Fact
- Landmark Criteria
- Recommendation

Commissioner Greenbaum moved that this meets Criteria 1, 3, 4, & 6; has sufficient integrity of design; and recommends City Council adopt a Landmark Designation Ordinance. 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.

3. 273 Sheridan Road – Final Consideration of Landmark Nomination

Planner Markle offered a presentation:

- Previous Consideration
- Marshall Johnson House
- Significant rating in the 2003 Braeside survey
- French Eclectic style
- Built in 1935
- Findings of Fact
- Landmark Criteria
- 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. <u>147 Central Avenue – Review of Written Report to the Plan & Design Commission regarding Planned Development</u>

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

Voting Nay: Commissioners Ehrlich, Gonka, & Greenbaum

Planner Markle declared that the motion passed 4-3. Planner Markle advised they will attend the PDC meeting.

Mr. Bernstein reminded HPC Commissioners cannot discuss this at the PDC meeting due to the Open Meetings Act.

Councilmember Blumberg said speaking separately is contrary to what the HPC, as a whole, has put forth.

Back to…..

APPROVAL OF MINUTES

Regular Meeting of the Historic Preservation Commission – March 12, 2026

Commissioner Gonka expressed that the HPC did an incredible job on the motions at the last meeting. Chairperson Weeder thanked Gale Cerabona, Recorder; Planner Markle, and Senior Planner Coleman for the incredible job they've been doing.

Commissioner Gonka moved to approve the regular meeting minutes of March 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

Staff declared that the motion passed unanimously.

DISCUSSION ITEMS

1. 2026 Preservation Awards

Planner Markle reminded the event for the Preservation Awards is at the Willits House on May 7, 2026, at 6:30 p.m. They noted sparkling water is being provided. Snacks are welcome. Nominations are posted. Judges made a decision on the winners. Chairperson Weeder offered to bring snacks.

BUSINESS FROM THE PUBLIC

There was no Business from the Public.

OTHER BUSINESS

1. Next Regular Meeting is Scheduled for May 14, 2026

It was noted the next regular HPC Meeting is scheduled for May 14, 2026.

STAFF REPORT

There was no Staff Report.

ADJOURNMENT

Commissioner Greenbaum moved to adjourn at 8:34 p.m. Commissioner Portman seconded the motion.

On a voice vote
Voting Yea Chairperson Weeder; Commissioners Ehrlich, Gonka, Greenbaum, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

Respectfully Submitted,

Gale Cerabona
Recorder

MINUTES OF A REGULAR MEETING ON MARCH 12, 2026, WERE APPROVED WITHOUT CORRECTIONS.

WRITTEN TESTIMONY TO
HISTORIC PRESERVATION COMMISSION

January 8, 2026

Case No. PUD-2025-00081 - 147 Central Avenue

Commissioners and Council Members, My name is Kelsey Gonzalez, a resident of Highland Park. **I'm writing to oppose the de-landmarking of Lot 2 and, more fundamentally, to oppose the underlying subdivision that necessitates it.**

But first, I must address a procedural matter that threatens the legitimacy of tonight's meeting.

THE NOTICE PROBLEM

I live within 250 feet of 147 Central Avenue. I received **NO certified mail** of public hearing regarding this request. Perhaps it was sent; I don't know because I never received it. I know that two of my neighbors did.

The only posted notice the general public got was a fence sign somewhere around the middle of December that gave a name and phone number to call with no hearing date specified. There was no notice posted prominently in City of Highland Park communications and none on the website that I could find until after December 30. It seems a notice was published in the newspaper, which one, I'm not clear. I, like most of the public, do not keep up with small newspaper notices, much less those published in the Breeze-Courier in downstate Illinois, which is where notice of the Central Avenue Bridge project was published.

This is **Highland Park's oldest house**. A **40-year landmarked property**. A **National Register contributing property**. And the public got a fence sign during the busy holiday season.

Let me be clear about what you are being asked to approve:

THE PROPERTY:

- Built 1875 by Cornelius Field, Highland Park's second mayor
- **The oldest residence in Highland Park**
- Locally landmarked since 1985; over 40 years of protection
- **Contributing property to National Register-listed historic district**
- 4.10 acres intact on original lot since the 1870s

• In a national recognized historic area the Historic Preservation Plan describes as properties that ***were never subdivided.***

THE REQUEST:

The applicant wants to:

1. Subdivide this 4-acre estate into two 2-acre lots
2. De-landmark the newly created Lot 2
3. Allow for the potential to build up to a 15,000- square foot house on the de-landmarked lot
4. Destroy the historic estate character forever

THE JUSTIFICATION:

The property has been apparently vacant 5 years (a point I question given that I live across the street) and marketed for 1 year without success. Therefore, the applicant claims, subdivision is necessary to ***preserve*** the landmark.

Let that sink in: A landmarked estate that has been intact for 150 years must be subdivided to be *preserved.*

WHY THIS IS WRONG

1. NATIONAL REGISTER STATUS WAS OMITTED

The application makes **NO mention** that 147 Central is a contributing property to a National Register-listed historic district.

In May 2019, the Federal Highway Administration prepared Section 106 documentation for the Central Avenue Bridge replacement. That document **explicitly states** that Highland Park committed to ***avoid adverse effects to this historic Linden-Bell-Park Avenues district, including the contributing property at 147 Central Avenue;***

The federal government determined this property worthy of protection from adverse effects caused by a bridge replacement *across the street*. Now Highland Park proposes to approve subdivision that causes **far more severe** adverse effects.

2. LANDMARK DESIGNATION SHOULD PROTECT LOT CONFIGURATION

When Highland Park landmarked this property in 1985, what was being protected? Just the building? Or the building ***in its historic estate setting***?

Modern preservation standards are clear: historic properties include their spatial relationships, landscape settings, and lot configurations. You cannot preserve a Victorian estate by keeping the house and destroying the estate.

I believe the real reason the applicant is requesting two driveways is because it **allows for de-landmarking the historic posts and driveway** that are part of the estate and currently protected, therefore facilitating the subdivision request.

3. THE PRESERVATION THROUGH SUBDIVISION ARGUMENT IS ABSURD

The applicant argues subdivision is necessary to make the property marketable. But:

• Approximately one year of marketing is **brief** for a unique estate property
• Marketing difficulty is **not economic hardship**
• Preservation easements, extended marketing, alternative uses, real estate tax amendments…**none appear to have been explored**

If marketing difficulty justifies subdivision, then **every landmark** facing a slow market becomes a subdivision candidate. Landmark designation becomes meaningless.

4. THE DE-LANDMARKING REQUEST IS CIRCULAR LOGIC

The applicant says:
• Subdivide the landmark
• The new lot has no historic structures
• Therefore, de-landmark it
• Allow build of a huge house on it without needed preservation review
• The **lakefront landmark** setting is destroyed

This HPC is being asked to approve the ***consequence*** of subdivision while another body approves the subdivision itself. Neither body evaluates the **combined impact**.

THE PRECEDENT

Highland Park has **76 local landmarks** and **163 National Register contributing properties**.

If you approve this subdivision and de-landmarking, you establish that:

• Landmark designation protects buildings but not settings
• National Register status is meaningless
• Marketing difficulty justifies circumventing preservation

• Lot configurations receive no protection

Every landmark on a large lot becomes a subdivision candidate. The estate-scale character Highland Park claims to value will be **systematically dismantled** through incremental decisions, each seeming reasonable decision made in isolation.

THE PATTERN

Two years ago, Highland Park demolished the Central Avenue Bridge. **Same street. Same ravine. Same National Register district.**

That bridge was allowed to be demolished based on incorrect documentation listing it as built in 1935 instead of what the City's own council meeting minutes record as 1907-1908. Dozens of trees were felled. Community opposition was documented but ignored. A two-lane highway compliant bridge with minimal historic features was built a block away from the edge of a bluff. **This HPC approved it.**

Now, several years later, we're here about 147 Central Avenue. **Another inadequately documented case. Another minimization of significance. Another claim that there is no alternative.**

Where does Highland Park draw the line?

WHAT I AM ASKING

1. RECOMMEND DENIAL of the de-landmarking request

2. OPPOSE THE UNDERLYING SUBDIVISION that necessitates de-landmarking

4. REQUIRE THE APPLICANT TO EXPLORE ALTERNATIVES including preservation easements, extended marketing, adaptive use, tax amendments, etc. before irreversibly subdividing the oldest estate in Highland Park

CLOSING

This is not routine. This is Highland Park's oldest property. A 40-year landmark. A National Register contributing property within a nationally recognized historic district; on its original 4-acre lot since 1875.

If this significant lakefront property can be subdivided with presumable maximum protections, maximum significance, and maximum documentation already

recorded, then Highland Park's preservation program is revealed as hollow rhetoric.

The Central Avenue Bridge could not be saved. But 147 Central Avenue can be.

I urge you: Stop the pattern here. Recommend denial. Protect what remains of Highland Park's historic integrity.

Thank you.

Kelsey Gonzalez
126 Central Avenue
773-896-6163
kelseygonzalez@icloud.com

WRITTEN PUBLIC TESTIMONY

HIGHLAND PARK HISTORIC PRESERVATION COMMISSION

Regular Meeting, February 12, 2026

Re: Continuation of Partial Landmark Designation Removal, 147 Central Avenue

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Submitted by: Kelsey Gonzalez
Address: 126 Central Avenue, Highland Park, Illinois 60035
Status: Neighboring Property Owner; Interested Party
Date: February 12, 2026

I. INTRODUCTION

Chair Greenbaum, Commissioners, and Staff:

I submit this written testimony regarding the continuation of partial landmark designation removal for 147 Central Avenue (Case No. PUD-2025-00081). As a neighboring property owner at 126 Central Avenue, I have a direct and substantial interest in the integrity of this Commission's process and the preservation of the Central East area's historic character.

On January 8, 2026, this Commission voted unanimously, 6-0, that the proposed subdivision "would significantly impact the historical significance of the property at 147 Central Avenue based on the historic fence, columns that make-up the gate, relocation of the new driveway and its impact on the curb appeal, and the growing density of the lot." That finding was correct, well-supported, and has not been undermined by anything that has changed since January 8.

What has changed is the framing. The updated agenda packet, modified less than 48 hours before tonight's hearing, contains a staff footnote that attempts to exclude the very features this Commission relied upon in its unanimous finding. It also contains a pre-drafted resolution, requested by the applicant's attorney, that reaches conclusions this Commission has not yet made. I respectfully urge the Commission to reject both.

II. STAFF'S "TEMPORAL EXCLUSION" FOOTNOTE IS LEGALLY AND FACTUALLY WRONG

The central issue in the updated packet is Footnote 1, which appears in both the written report to the Plan and Design Commission and the continuation memo for tonight's hearing. Footnote 1 states:

> *"Staff does not consider the structures listed as part of the 1988 Landscape Survey alone, historically significant (relative to the original 1985 landmark ordinance) because this survey work was completed years after the property was designated a Local Landmark."*

This footnote creates a novel legal theory: that features documented after an ordinance's adoption date cannot be considered part of the landmark. It is wrong for five independent reasons.

A. The 1985 Ordinance Landmarked the Entire Property

Ordinance No. 34-85, adopted August 26, 1985, designates "Cornelius Field House, 147 Central Avenue, PIN: 16-23-210-002." That PIN encompasses the full 4.10-acre parcel, not merely the main residence. HPC Resolution No. 2-85 found the property met Landmark Criteria 1, 3, 4, and 6. Criterion 4 explicitly addresses ***landscape style***. Criterion 6 protects "overall embodiment of elements of design, detailing, materials or craftsmanship." These criteria plainly encompass gateposts, wrought-iron fencing, and a historic carriageway driveway, all features that have existed on this property since the 1870s. The 1988 Landscape Survey did not create their significance; it documented features already present at the time of designation.

B. Highland Park's Own Conduct Confirms the Broader Scope

Staff's own memo acknowledges that the HPC reviewed the coach house in 1986 (one year after landmark designation) and the gardener's cottage and landscape in 2011. These are structures and features located across the wider property, not merely in the footprint of the main house. For forty years, the City exercised regulatory jurisdiction over outbuildings, landscapes, and site features at 147 Central Avenue. It is inconsistent, and legally untenable, to now claim that features documented three years post-ordinance are not part of the landmark when the City has treated the entire property as a Regulated Historic Structure for four decades.

C. Staff's Own January 8 Memo Contradicts This Footnote

The January 8, 2026 staff report, written by the same staff who authored tonight's memo, concluded:

> ***"After review, Staff concludes that the property at 147 Central Avenue is a Regulated Historic Structure in its entirety."***

Staff cannot simultaneously conclude the property is a Regulated Historic Structure "in its entirety" and then insert a footnote excluding features that fall on Lot B because they were documented in 1988. These positions are mutually exclusive. The Commission should rely on the conclusion reached after full review of the historic record (the "in its entirety" finding), not a footnote that contradicts it.

D. Staff's Own Research Proves These Features Are Significant

The very same memo containing Footnote 1 devotes three pages to documenting the significance of the gateposts and wrought-iron fence. Staff researched the Smithsonian Institution's publications on pineapple finials. Staff consulted local historian and author Julia Johnas, who confirmed the gateposts "indicated the location of the carriageway entrance" and that "the pineapple design reflected Field's New England antecedents." Staff photographed and documented wrought-iron remnants at the base of the gateposts, confirming their historicity. Staff concluded these features "point to the historic significance of the gatepost and finials" and that "the wrought-iron remnants further indicate the gatepost's historicity."

Staff then inserted a footnote disclaiming the significance of the same features it just spent three pages proving are significant. The Commission should trust the substance of staff's research, not a footnote that contradicts it.

E. The Footnote Inverts Preservation Law

Under nationally accepted preservation standards, including the National Park Service criteria referenced in Highland Park's own code, integrity is evaluated based on how a property conveys its significance at the time of review, not based on which features happened to be cataloged on the date an ordinance was adopted. The seven aspects of integrity (location, design, setting, materials, workmanship, feeling, and association) are assessed when a decision is being made. A survey conducted in 1988 is evidence of what existed; the survey did not bring these features into being. The gateposts were placed by Cornelius Field in the 1870s. They existed in 1985. They exist today. A 1988 survey documenting them does not diminish their significance. It confirms it.

III. THE PUBLIC RIGHT-OF-WAY ARGUMENT FAILS ON ITS OWN TERMS

The applicant may present a plat of survey or similar documentation tonight to argue that the gateposts and wrought-iron fence are located within the public right-of-way rather than on the private property. Even accepting this factual claim for the sake of argument, the conclusion the applicant draws from it does not follow. The ROW argument actually cuts against de-landmarking, not in favor of it.

First, location within the public ROW does not sever the features' association with the landmark property. Chapter 24 of the Highland Park Code defines a "Regulated Structure" as "any property, structure, area, object, or landscape of significance." Landmark Criterion 8 protects features constituting "an established or familiar visual feature." The gateposts are the defining visual feature of this estate's entrance, visible from Central Avenue, documented in the 2020 Landmark Summary Sheet, and relied upon by this Commission in its January 8 finding. Their significance to the landmark property is a function of historical association and visual character, not of which side of a property line they happen to sit on. Features located just beyond a property boundary that are integral to the landmark's character and setting remain relevant to the landmark analysis. The Secretary of the Interior's Standards make clear

that "setting" is one of the seven aspects of historic integrity, and setting by definition extends beyond the footprint of a building or the boundary of a parcel.

Second, if the features are in the public ROW, the City owns them. It would be extraordinary for the City to argue that features it owns, associated with a landmark it designated, researched and documented by its own staff as historically significant, are irrelevant to the landmark determination. Public ownership should afford these features greater protection, not less. The City cannot disclaim interest in features it holds in trust for the public.

Third, the ROW argument, if accepted, would create a perverse loophole. Any landmark with character-defining features located partly or wholly in the public ROW (fences, walls, gateposts, landscape plantings, historic sidewalks) could have those features declared irrelevant to the landmark analysis. This would strip significance from the very elements that often define a historic property's relationship to its street and neighborhood.

Fourth, regardless of where the gateposts sit relative to the property line, the fact remains that the estate setting, the driveway, and the wooded landscape on proposed Lot B are on the private property. Even if the Commission were to conclude that the gateposts and fence are outside the landmark boundary (which I do not concede), the estate setting and historic driveway are not in the ROW. Those features alone are sufficient to satisfy landmark criteria and deny de-landmarking.

IV. THE PRE-DRAFTED RESOLUTION SHOULD BE SET ASIDE

The agenda packet includes Draft Resolution No. 2026-XX recommending removal of landmark designation from Lot B. Footnote 3 of the staff memo states: "The applicant requested a resolution be drafted in anticipation of the Commission's consideration of this matter."

This resolution was drafted at the request of the applicant's attorney before this Commission has deliberated. It contains the finding that "the standards for landmark designation are not satisfied by Lot B," a conclusion this Commission has not reached. Section Two of the resolution states: "The Commission finds that, upon Resubdivision of the Property: (i) Lot B will not be improved with any structures of historical significance; and (ii) the standards for landmark designation are not satisfied by Lot B."

These are findings for the Commission to make after deliberation, not conclusions to be presented pre-packaged for a vote. The presence of this resolution in the packet before deliberation creates the appearance that the outcome has been predetermined. I respectfully ask the Commission to set aside this pre-drafted resolution and, if it determines a resolution is warranted after full deliberation, to direct staff to draft one reflecting the Commission's own conclusions.

V. THE APPLICANT'S ATTORNEY'S FRAMING APPEARS TO HAVE BEEN ADOPTED BY STAFF

The Commission should be aware that the analytical framework in Footnote 1 mirrors arguments advanced by the applicant's attorney, Calvin Bernstein, at the January 8 hearing. The meeting minutes record Mr. Bernstein stating that "the fence and gate were added after the property was landmarked." Staff's Footnote 1 adopts the identical argument: that features from the 1988 survey are not significant "because this survey work was completed years after the property was designated."

Similarly, Mr. Bernstein stated at the January hearing that "there is no evidence since 1985 that HPC or City Council extended landmarking to Lot 2." This narrow reading, that the landmark covers only what was explicitly named in 1985, ignores forty years of HPC jurisdiction over the full property and is contradicted by staff's own "in its entirety" conclusion. Yet this framing now appears in staff's analysis.

Combined with the pre-drafted resolution requested by the applicant's attorney and the Corporation Counsel memo solicited after the January hearing to overcome Commissioner objections, a troubling pattern emerges: the applicant's legal strategy strongly appears to have been operationalized through staff materials presented as neutral analysis. This Commission has the independence and the duty to evaluate the evidence on its own terms.

VI. THE LEGAL STANDARD HAS NOT BEEN MET

Section 24.025(H)(2) of the Highland Park Code provides:

> *"Under no circumstances shall the City Council remove the Landmark designation for any property, structure, area, object, or landscape of significance unless it finds that the reasons for which the landmark designation was once appropriate are no longer present."*

The reasons for which the landmark designation was once appropriate have not disappeared. The property's status as Highland Park's oldest residence, built by the town's second mayor and director of the Highland Park Building Company, meeting Criteria 1, 3, 4, and 6, remains present today in every feature of this property, including the features on proposed Lot B: the gateposts placed by Cornelius Field, the wrought-iron fence embodying Victorian landscape style, the historic carriageway driveway, and the estate setting that defines the property's character.

The applicant is not demonstrating that the reasons for designation "are no longer present." The applicant is proposing to create a new lot line and then arguing that the reasons do not apply to the newly created eastern parcel. But you cannot manufacture the conditions for de-landmarking by subdividing a landmarked property and then claiming the new lot lacks significance. The lot lacks significance only because the applicant drew a line through the middle of a landmark. That is circumvention, not compliance with the statutory standard.

VII. THIS COMMISSION'S JANUARY 8 FINDINGS REMAIN VALID

Five weeks ago, this Commission found unanimously that the subdivision would "significantly impact the historical significance" of 147 Central Avenue. The written report to the Plan and Design Commission, included in tonight's packet, memorializes those findings in detail:

- **The wrought-iron fence** is associated with Cornelius Field, embodies Victorian landscape style, retains sufficient integrity, and the Planned Development "will disrupt the continuity of the historic wrought-iron fence."
- **The gateposts** "contain important historic elements, and have a connection to the original property owner, Cornelius Field." The Planned Development "will result in the loss of the gateposts located on the proposed Lot B."
- **The driveway placement** is "another element of this historic resource," and the Commission is "opposed to changing the driveway's placement."
- **The estate setting** "contributes to the estate setting of the Cornelius Field Property, and is integral part of this historic resource worth preserving." The subdivision "will fundamentally diminish the estate's setting."

These findings directly describe features on proposed Lot B. They satisfy multiple landmark criteria. They demonstrate sufficient integrity. Nothing about the property has changed since January 8. The gateposts still stand. The fence still runs. The driveway still curves. The estate setting still exists. If these features supported a unanimous finding of significant historical impact five weeks ago, they support denial of de-landmarking tonight.

VIII. NATIONAL REGISTER CONTRIBUTING PROPERTY STATUS CANNOT BE IGNORED

147 Central Avenue has contradicting status as an actual contributing property to the National Register-listed Linden Park Place-Belle Avenue Historic District. Commissioners should be aware that in May 2019, the Federal Highway Administration's Section 106 documentation, along with memorandum from the Illinois State Historic Preservation Office, for the Central Avenue Bridge replacement explicitly identified this property as requiring protection:

> *"Future coordination and consultation among IDOT, FHWA and the Illinois State Historic Preservation Officer (SHPO) will develop design and construction commitments to avoid adverse effects to this historic district, including the contributing property at 147 Central Avenue."*

The federal government required Highland Park to avoid adverse effects to this property when a bridge was replaced across the street. Yet the applicant's own materials make no mention of this status, and staff's analysis does not evaluate whether de-landmarking a portion of a National Register contributing property is consistent with Highland Park's

preservation obligations. This omission is significant and should not be ratified by this Commission.

IX. THE PRECEDENT IS DEVASTATING

Highland Park has 76 local landmarks and 163 contributing properties in five National Register historic districts. If this Commission recommends de-landmarking a newly created lot carved from Highland Park's oldest landmarked estate, the following precedent is established: any owner of a landmarked property on a large lot can subdivide, de-landmark the new parcel, and develop without preservation review. Landmark designation becomes protection for building facades only, not for the lot configurations, spatial relationships, and landscape settings that give landmark structures their historic meaning.

X. REQUESTED ACTION

I respectfully request that the Historic Preservation Commission:

1. **Set aside the pre-drafted Resolution No. 2026-XX,** which was requested by the applicant's attorney and contains findings this Commission has not made.
2. **Reject Footnote 1's temporal exclusion theory,** which contradicts staff's own "in its entirety" finding, contradicts staff's own research documenting the significance of the gateposts and fence, and inverts accepted preservation standards.
3. **Find that proposed Lot B satisfies Landmark Criteria** based on the gateposts, wrought-iron fence, historic driveway placement, and estate setting, the same features this Commission identified on January 8.
4. **Decline to recommend landmark removal from Lot B,** finding that the reasons for which landmark designation was once appropriate are still present.
5. **Reaffirm its January 8 finding** that the subdivision would "significantly impact the historical significance" of this property, and formally communicate this finding and opposition to the Plan and Design Commission and City Council.

XI. CONCLUSION

This Commission exists to protect Highland Park's historic resources. You are being asked tonight to recommend stripping landmark protection from half of Highland Park's oldest residential estate, a property that has been intact since 1875, landmarked for forty years, and identified by the federal government as requiring protection from adverse effects.

The gateposts with their pineapple finials still mark the entrance Cornelius Field designed. The wrought-iron fence still defines the property's frontage. The driveway still traces the path of carriages from 150 years ago. The estate setting still evokes what Highland Park was when its second mayor built this house for his family.

Nothing about why this property was landmarked has changed. The only thing that has changed is that someone wants to draw a line through the middle of it.

If this property, with maximum protections, maximum significance, and maximum historical importance, can have its landmark stripped through subdivision, then Highland Park's preservation program protects nothing. Where does Highland Park draw the line, if not here?

Respectfully submitted,

Kelsey Gonzalez
126 Central Avenue
Highland Park, Illinois 60035
February 12, 2026

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cc: Plan and Design Commission
City Council of the City of Highland Park
Karl Burhop, Senior Planner
Official Record, Case No. PUD-2025-00081

City of Highland Park

Memorandum

Date: May 5, 2026

To: Plan and Design Commission

From: Maddy Markle, Planner I

Subject: 147 Central Avenue Landmark Status Determination

Background.

It is Staff's practice to complete a detailed review of a property's historic record to determine if an entire property is a Local Historic Landmark. Staff's determination is that the entire parcel at 147 Central Avenue was always, and continues to be, a Local Historic Landmark.

The following is Staff's review of the entire record leading up to, and immediately following the Ordinance designating 147 Central Avenue.

Review of 147 Central Avenue Record

147 Central Avenue's 1985 designating Ordinance (***Attachment A***), describes 147 Central Avenue as a "*property*"[1] and includes a PIN associated with the entire parcel. Yet, it also refers to the property as the "*Cornelius Field House*" which conflicts with the other descriptors. Because of these conflicting descriptors within the Ordinance, Staff looked at the record leading up to the designation ordinance to determine the original intent of the HPC and City Council.

National Register Nomination - 1982

In 1982, 147 Central Avenue was included as part of the Highland Park Multiple Resource Nomination submitted to the National Register of Historic Places ("***NR***") (***Attachment B***). The nomination was prepared by then Historic Preservation Commission ("***HPC***") Chair, Susan Benjamin. The nomination inventory for 147 Central Avenue included the entire 3.8 acre property and outbuildings (coach house, gardener's cottage, bridge, greenhouse foundation). The HPC looks at relevant NR nominations as part of local landmark nominations because NR nominations contain detailed, invaluable research. At the time of the local landmark nomination, the HPC would have been aware of 147 Central Avenue's significant outbuildings. The HPC Chair especially, would have been familiar with all of these details since she wrote the NR nomination herself. It is reasonable to assume that the Chair would have intended to landmark the property in its entirety since that is how she nominated the property to the NR.

Landmark Nomination- 1985

The 1985 landmark nomination form (submitted by former property owner Martha Macleod) refers to the property as a whole. The property is called the "Field" property, not the Cornelius Field House, as it is called in later documents (***Attachment C***). Both the HPC and City

[1] "Property" in Chapter 24, refers to "land and improvements identified as a separate legal lot of record for the purposes of the City's subdividing and zoning regulations." This definition, if applied to 147 Central Avenue, would encompasses the entirety of the parcel.

Council would have seen that Ms. Macleod did not single out her house for designation, but rather sought to landmark the "*Field Property*."

In 1985, Martha Macleod, signed a consent form to landmark "*the property located at 147 Central*" (***Attachment D***). Between 1983 and 2005, owner consent was required for landmark designations and Council reviewed this form as part of the nomination.

HPC Resolution – 1985

The HPC referred to the property as the "*Cornelius Field House*" on a resolution recommending approval of landmark designation to City Council (***Attachment E and F***). Referring to a property by its colloquial historic name is a common preservation practice and does not necessarily mean the HPC only intended to regulate the main house.

Past COA Reviews (1986-2011)

In 1986, a year after the subject property was designated a Local Historic Landmark, the HPC reviewed alterations to the coach house on the property (***Attachment G***). The HPC members who issued the 1986 COA were the same HPC members who recommended the designation to City Council a year prior. Susan Benjamin, former HPC Chair, signed both the 1985 resolution recommending landmark designation to City Council and the 1986 coach house COA. Martha Macleod was still the property owner during the 1986 COA review. She did not object to the review of the coach house. The gardener's cottage and landscape have since been reviewed by the HPC as part of this designation as well (***Attachment H***). None of these reviews have received any pushback from the Macleods, or subsequent owners.

Conclusion.

Based on the evidence gathered, Staff concludes that the property owner, the HPC and City Council intended to regulate the property in its entirety, not just the main house. City Council was presented a landmark nomination to designate the "*Field Property*" and in the following years the HPC and property owner acted in ways that further reinforced an intent to regulate the property in its entirety. In the broader context surrounding the designation, it seems that the inconsistent naming conventions in the 1985 Ordinance does not reflect an intent to only regulate the main house.

Staff's review of the historic record for 147 Central Avenue finds that the property as a whole is a Regulated Historic Structure, meaning any newly-created lot will be a Regulated Historic Structure. Regulated Activity on any newly created lot will require a COA from the HPC.

Attachments.

A. 1985 Landmark Ordinance

B. 1982 National Register Nomination

C. 1985 Landmark Nomination

D. 1985 Owner Consent Form

E. 1985 HPC Resolution

F. 1985 RFCA

G. 1986 Coach House COA

H. Gardener's Cottage and Landscape COA

CITY OF HIGHLAND PARK)
COUNTY OF LAKE) SS
STATE OF ILLINOIS)

I, DAVID W. FAIRMAN, City Clerk of the City of Highland Park, in the County of Lake, State of Illinois, do hereby certify that I am keeper of the records, ordinances, files and seal of said City, and;

I HEREBY CERTIFY that the attached is a true and correct copy of Ordinance No. 34-85 entitled, "AN ORDINANCE DESIGNATING HIGHLAND PARK LANDMARKS," which Ordinance was passed and approved by the City Council of the City of Highland Park on August 26, 1985; all as appears from the records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said City of Highland Park, this 13th day of January 1986.

David W. Fairman
City Clerk

8/23/85-1:14

AN ORDINANCE DESIGNATING HIGHLAND PARK LANDMARKS

WHEREAS, the Historic Preservation Commission of the City of Highland Park, pursuant to Section 24.025 of "The Highland Park Code of 1968", as amended, did conduct a public hearing on July 30, 1985, pursuant to proper notice; and

WHEREAS, following said hearing, the said Historic Preservation Commission passed Resolutions Nos. 2-85 through 6-85 (copies of which resolutions are attached hereto and made a part hereof as Exhibit I), which resolutions contain the reports of the Commission as well as a recommendation to the City Council of the City of Highland Park that the Cornelius Field House, the W. Lamborn House, the Francis Everett House, the Charles H. Lipman House, and the Stupey Cabin (hereinafter collectively referred to as "Subject Properties") be designated Highland Park Landmarks; and

WHEREAS, the City Council has determined that the designation of the Subject Properties will be consistent with the planning policies and objectives of the City, will promote the welfare of its residents, and will not adversely affect the value, use, or enjoyment of any adjacent or nearby property; and

WHEREAS, the City Council of the City of Highland Park believes it to be in the best interests of the residents of the City of Highland Park that the Subject Properties be designated Landmarks;

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

SECTION ONE: That, pursuant to Section 24.025 of "The Highland Park Code of 1968", as amended, the following described properties be and the same are designated hereby as Landmarks:

Cornelius Field House	147 Central Avenue	16-23-210-002
W. Lamborn House	2360 Sheridan Road	16-23-210-003
Francis Everett House	296 Linden Park Place	16-23-403-030
Charles H. Lipman House	85 Roger Williams Ave.	16-36-204-007
Stupey Cabin	St. Johns Avenue	16-23-413-018

and as such shall be subject hereafter to the provisions of Chapter 24 of "The Highland Park Code of 1968", as amended.

SECTION TWO: That, as notice of the action of this City Council, the City Clerk shall forward certified copies hereof to those who nominated the aforedescribed properties as Landmarks, to the owners of record of the aforementioned Landmarks, and to the Building Department of the City of Highland Park.

SECTION THREE; That this ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES: - 7 -

NAYS: - 0 -

ABSENT: - 0 -

PASSED: 8/26/85

APPROVED: 8/26/85

PUBLISHED: 9/12/85

ORDINANCE NO: 34-85

Robert M Buhai
Mayor

ATTEST:
David W. Jamison
City Clerk

RESOLUTION TO RECOMMEND TO THE CITY COUNCIL
THAT THE HOUSE BE DESIGNATED
AS A HIGHLAND PARK LANDMARK

WHEREAS, the City of Highland Park currently has an Historic Preservation ordinance in effect which allows the City Council to designate distinctive historic, architectural, and/or landscape characteristics of Highland Park as Highland Park Landmarks; and

WHEREAS, the Highland Park Historic Preservation Commission has held a hearing on July 30, 1985, and has prepared a report summarizing the evidence at said hearing, a copy of which report is attached hereto and hereby made a part hereof as Exhibit A; and

WHEREAS, the Highland Park Historic Preservation Commission has determined that the Cornelius Field House, located at 147 Central Ave., P.I.N.: 16-23-210-002, is eligible for designation as a Highland Park Landmark because it meets with Criteria #1, #3, #4, and #6 of the Commission's "Criteria for Determining Highland Park Landmarks";

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS:

That the proposed landmark, the Cornelius Field House, be recommended to the City Council of the City of Highland Park for designation as a Highland Park Landmark.

AYES: -5-

NAYES: -0-

ABSENT: -4-

PRESENT: -0-

PASSED: 7-30-85

APPROVED: 7-30-85

Susan S. Benjamin
Chairman

RESOLUTION NO. 2-85

EXHIBIT I-A

RESOLUTION TO RECOMMEND TO THE CITY COUNCIL
THAT THE HOUSE BE DESIGNATED
AS A HIGHLAND PARK LANDMARK

WHEREAS, the City of Highland Park currently has an Historic Preservation ordinance in effect which allows the City Council to designate distinctive historic, architectural, and/or landscape characteristics of Highland Park as Highland Park Landmarks; and

WHEREAS, the Highland Park Historic Preservation Commission has held a hearing on July 30, 1985, and has prepared a report summarizing the evidence at said hearing, a copy of which report is attached hereto and hereby made a part hereof as Exhibit A; and

WHEREAS, the Highland Park Historic Preservation Commission has dtermined that the W. Lamborn House, located at 2360 Sheridan Rd., P.I.N.: 16-23-210-003, is eligible for designation as a Highland Park Landmark because it meets with Criteria #4, #5, and #6 of the Commission's "Criteria for Determining Highland Park Landmarks";

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS:

That the proposed landmark, the W. Lamborn House, be recommended to the City Council of the City of Highland Park for designation as a Highland Park Landmark.

AYES: -5-

NAYES: -0-

ABSENT: -4-

PRESENT: -0-

PASSED: 7-30-85

APPROVED: 7-30-85

Susan S. Benjamin
Chairman

RESOLUTION NO. 3-85

EXHIBIT I-B

RESOLUTION TO RECOMMEND TO THE CITY COUNCIL
THAT THE HOUSE BE DESIGNATED
AS A HIGHLAND PARK LANDMARK

WHEREAS, the City of Highland Park currently has an Historic Preservation ordinance in effect which allows the City Council to designate distinctive historic, architectural, and/or landscape characteristics of Highland Park as Highland Park Landmarks; and

WHEREAS, the Highland Park Historic Preservation Commission has held a hearing on July 30, 1985, and has prepared a report summarizing the evidence at said hearing, a copy of which report is attached hereto and hereby made a part hereof as Exhibit A; and

WHEREAS, the Highland Park Historic Preservation Commission has dtermined that the Francis Everett House, located at 296 Linden Park Place, P.I.N.:16-23-403-030, is eligible for designation as a Highland Park Landmark because it meets with Criteria #1, #3, #4 and #6 of the Commission's "Criteria for Determining Highland Park Landmarks";

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS:

That the proposed landmark, the Francis Everett House, be recommended to the City Council of the City of Highland Park for designation as a Highland Park Landmark.

AYES: -5-

NAYES: -0-

ABSENT: -4-

PRESENT: -0-

PASSED: 7-30-85

APPROVED: 7-30-85

Susan S. Benjamin
Chairman

RESOLUTION NO. 4-85

EXHIBIT I-C

RESOLUTION TO RECOMMEND TO THE CITY COUNCIL
THAT THE HOUSE BE DESIGNATED
AS A HIGHLAND PARK LANDMARK

WHEREAS, the City of Highland Park currently has an Historic Preservation ordinance in effect which allows the City Council to designate distinctive historic, architectural, and/or landscape characteristics of Highland Park as Highland Park Landmarks; and

WHEREAS, the Highland Park Historic Preservation Commission has held a hearing on July 30, 1985, and has prepared a report summarizing the evidence at said hearing, a copy of which report is attached hereto and hereby made a part hereof as Exhibit A; and

WHEREAS, the Highland Park Historic Preservation Commission has determined that the Charles H. Lipman House, located at 85 Roger Williams Ave., P.I.N.: 16-36-204-007, is eligible for designation as a Highland Park Landmark because it meets with Criteria #1, #4, #5, and #6 of the Commission's "Criteria for Determining Highland Park Landmarks";

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS:

That the proposed landmark, the Charles H. Lipman House, be recommended to the City Council of the City of Highland Park for designation as a Highland Park Landmark.

AYES: -5-

NAYES: -0-

ABSENT: -4-

PRESENT: -0-

PASSED: 7-30-85

APPROVED: 7-30-85

Susan S. Benjamin
Chairman

RESOLUTION NO. 5-85

EXHIBIT I-D

RESOLUTION TO RECOMMEND TO THE CITY COUNCIL
THAT THE HOUSE BE DESIGNATED
AS A HIGHLAND PARK LANDMARK

WHEREAS, the City of Highland Park currently has an Historic Preservation ordinance in effect which allows the City Council to designate distinctive historic, architectural, and/or landscape characteristics of Highland Park as Highland Park Landmarks; and

WHEREAS, the Highland Park Historic Preservation Commission has held a hearing on July 30, 1985, and has prepared a report summarizing the evidence at said hearing, a copy of which report is attached hereto and hereby made a part hereof as Exhibit A; and

WHEREAS, the Highland Park Historic Preservation Commission has determined that the Stupey Cabin, located at the east side of St. Johns Ave., between Hazel St. and Laurel St., P.I.N.: 26-23-413-018, is eligible for designation as a Highland Park Landmark because it meets with Criteria #1, #4, #8, and #9 of the Commission's "Criteria for Determining Highland Park Landmarks";

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS:

That the proposed landmark, the Stupey Cabin, be recommended to the City Council of the City of Highland Park for designation as a Highland Park Landmark.

AYES: -5-

NAYES: -0-

ABSENT: -4-

PRESENT: -0-

PASSED: 7-30-85

APPROVED: 7-30-85

Susan S. Bugajski
Chairman

RESOLUTION NO. 6-85

EXHIBIT I-E

HIGHLAND PARK MULTIPLE RESOURCE INVENTORY SHEET

PROPERTY NAME Cornelius Field House

ADDRESS 147 Central Avenue CITY/TOWN/VICINITY Highland Park

COUNTY Lake STATE Illinois ZIP 60035

OWNER'S NAME Martha F. MacLeod

ADDRESS same CITY/TOWN/VICINITY

STATE ZIP

LOCATION OF LEGAL DESCRIPTION Deerfield Township Assessor's Office
600 Laurel Avenue
Highland Park, Illinois 60035

VERBAL BOUNDARY DESCRIPTION Lot 4, Block 26 Highland Park Subdivision
P.I.N. # 16-23-210-002

APPROXIMATE ACREAGE 3.8 acres

DATE OF CONSTRUCTION circa 1875 ARCHITECT AND/OR BUILDER Cornelius Field

ARCHITECTURAL STYLE (IF RELEVANT) Steamboat Gothic

PHYSICAL DESCRIPTION OF BUILDING AND PROPERTY Vertical-battened siding would argue for labeling the overall structure Steamboat Gothic, however, the south-facing facade is a combination of two separate styles, indicating completion at different times. (Photographs show house had attained its present size by 1896.) The eastern section is a straightforward but slightly broad Gothic cottage with roof, running parallel to the street, intersperced by a gable. A High Victorian porch wraps around this part of the first floor to face south and east. Abutting this section, on the west, is an Italianate structure approximately the same size but with the second story contained (continued on attached)

OVERALL CONDITION: EXCELLENT X GOOD ___ FAIR ___ DETERIORATED ___ RUIN ___

INTEGRITY: UNALTERED X ALTERED ___

DATE AND NATURE OF ALTERATIONS: A later addition, a second-floor sleeping porch, was removed in 1985.

ALTERATIONS (cont'd)

USE:

ORIGINAL USE Predominately residential

PRESENT USE Residential

OUTBUILDINGS AND/OR OTHER CULTURAL RESOURCES ON PROPERTY (ATTACH SKETCH PLAN IF APPLICABLE)

Coach House, circa 1875-1880, on the northwest corner of the property (address, 160 Park Avenue) is Queen Anne style with a gambrel roof bisected by gambrel dormers front and

(continued on attached)

HISTORICAL AND/OR ARCHITECTURAL SIGNIFICANCE

During the 1880s, the building served as a boys' school. The unusually large bedroom (second floor, southwest corner) is said to have been a dormitory dating from this period.

FORM PREPARED BY Martha F. MacLeod

TEL (312) 433-3353

PROPERTY NAME Cornelius Field House

LOCATION 147 Central Avenue CITY/TOWN/VICINITY Highland Park, Illinois

FACING DATE

PHOTOGRAPHER

LOCATION OF NEGATIVE

United States Department of the Interior
Heritage Conservation and Recreation Service

National Register of Historic Places Inventory—Nomination Form

For HCRS use only
received
date entered

Continuation sheet | Item number | Page

continued from "Physical Description..." Page 1

within a Mansard roof. Here a large Palladian window, with ample cornices and topped by a large keystone, bisects the front. Below this, on the ground floor, is a square-fronted bay. Behind the east (Gothic) section is the kitchen wing which is housed in an older and more simple structure, apparently the original farmhouse. On the west side of the front is a large porte-cochere.

In 1984 and 1985 restoration of the porch--wide front and deep side--was carefully and authentically executed. All woodwork that needed replacement was faithfully reproduced (from existing work) and replaced. Porch roof was covered, and gutters and downspouts executed, in lead-coated copper. In the early 198s, the entire exterior of the building was hand stri ped with paint remover.

contined from "Outbuildings and/or other..." Page 2

back. Bridge from driveway to coach house was constructed of railway trestlework (infrastructure) and wood (superstructure) circa 1930.

Guest House on property was originally the potting shed (and heating source) for a large greenhouse. The greenhouse had been razed by 1954; the potting shed was converted (varied floor levels and furnace cellar were retained) to a guest house in 1967. The foundation of the old greenhouse now serves as a planted terrace.

Highland Park Historic Preservation Commission
1707 St. Johns Avenue
Highland Park, Illinois 60035

Landmark Nomination Form

Date: 1-30-1985 (before Commission 4/18/85)

1) Name of Property (original if known): Field

2) Street Address: 147 Central Avenue

3) Legal description or P.I.N. (Permanent Index Number from Township Assessor's Office, 600 Laurel Ave., Highland Park):
PIN 16-23-210-002

4) Name and Address of Property Owner(s) (From Assessor's Office):
MacLeod
147 Central

5) Present Use: residence 6) Past Use: residence, school

7) Architect: H.P. Bldg Comp. 8) Date of Construction: c 1875

9) Written statement describing property and setting forth reasons it is eligible for Landmark designation:

Eastern section Gothic cottage, abutting it on west is two-story wing - second story contained within Mansard roof

10) This structure is eligible for designation on the basis of the following criteria (see reverse page):

1, 3, 4, 5, 6



11) Name(s) and Adress(es) of Applicant(s):

Name(s): Martha MacLeod

Signature(s): Martha MacLeod

Address(es): 147 Central
Highland Park 60035

12) Affiliation (Commission Member, Owner, City Council, Preservation Organization): Owner

Please complete and return this form to the Highland Park Preservation Commission 1707 St. Johns Avenue, Highland Park, Illinois 60035

Owner Consent Form
for
Highland Park Landmark Nomination

Date: 5/5/85

The undersigned owner of the property located at ~~147 Central Avenue~~ _____ (address), in the city of Highland Park, Illinois, hearby approves consent for the above property to be nominated by the Highland Park Historic Preservation Commission for designation as a Highland Park Landmark (X)/ ~~disapproves consent for the above property to be nominated by the Highland Park Historic Preservation Commission for designation as a Highland Park Landmark ( )~~. (Please place an X in the appropriate space.)

Signature(s) Martha MacLeod

Print Name(s) Martha MacLeod

Address 147 Central Avenue
Highland Park, IL

Phone # 433-3353

RESOLUTION TO RECOMMEND TO THE CITY COUNCIL
THAT THE HOUSE BE DESIGNATED
AS A HIGHLAND PARK LANDMARK

WHEREAS, the City of Highland Park currently has an Historic Preservation ordinance in effect which allows the City Council to designate distinctive historic, architectural, and/or landscape characteristics of Highland Park as Highland Park Landmarks; and

WHEREAS, the Highland Park Historic Preservation Commission has held a hearing on July 30, 1985, and has prepared a report summarizing the evidence at said hearing, a copy of which report is attached hereto and hereby made a part hereof as Exhibit A; and

WHEREAS, the Highland Park Historic Preservation Commission has dtermined that the Cornelius Field House, located at 147 Central Ave., P.I.N.: 16-23-210-002, is eligible for designation as a Highland Park Landmark because it meets with Criteria #1, #3, #4, and #6 of the Commission's "Criteria for Determining Highland Park Landmarks";

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS:

That the proposed landmark, the Cornelius Field House, be recommended to the City Council of the City of Highland Park for designation as a Highland Park Landmark.

AYES: -5-

NAYES: -0-

ABSENT: -4-

PRESENT: -0-

PASSED: 7-30-85

APPROVED: 7-30-85

Susan S. Benjamin
Chairman

RESOLUTION NO. 2-85

Request For Council Action

REFERRED TO COUNCIL: August 12, 1985 **AGENDA ITEM NO:** 2-a

ORIGINATED BY: Historic Preservation Commission

SUBJECT: Landmark Nomination of Cornelius Field House

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Historic Preservation Commission nominates local landmarks, as set forth by the Highland Park Preservation Ordinance. The Commission has passed a resolution to recommend to the City Council that the Cornelius Field House, 147 Central Ave. be designated as a Highland Park Landmark. The enclosed material summarizes the significance of the building. The owner has given consent to the landmark designation of the house.

DOCUMENTS ATTACHED:

1) Completed Landmark Nomination Form (Criteria for Determining Highland Park Landmarks is on the back of the sheet)

2) Resolution to recommend to the City Council that the Cornelius Field House be designated as a Highland Park Landmark (Avail Mon.)

3) Owner Consent for Highland Park Landmark

RECOMMENDATION:

The Historic Preservation Commission recommends that the Cornelius Field House be designated as a Highland Park Landmark

MANAGER'S RECOMMENDATION:

Concur

HISTORIC PRESERVATION COMMISSION

CERTIFICATE OF APPROPRIATENESS

Date: August 19, 1986

Name of Landmark: Cornelius Field House (Coach House)

Address: 147 Central/ 160 Park Ave.

Name of Owner: Martha and Al MacLeod

Name of Contractor: Peter Nicolazzi, Carpenter and Smith

Proposed repair, alteration, removal, construction or demolition:
Rebuilding of Sub-structure and footings (see attached letter dated August 1, 1986)

Date of Commission Review: August 19, 1986

Motion - Commissioner Axelrod — X Accept ___Reject Propospal
Second: Commissioner Novickas
Abstain: Commissioner Nicolazzi
Vote: All-in-Favor

Attached Documents: Letter from Peter Nicolazzi to Al MacLeod date Aug. 1, 1986

Comments:

Signed: Susan S Benjamin (JS)

CITY OF HIGHLAND PARK
HISTORIC PRESERVATION COMMISSION

Certificate of Appropriateness

DATE: June 9, 2011

NAME OF LANDMARK: Cornelius Field House

ADDRESS: 147 Central Avenue

NAME OF OWNER: Gale Rothner

NAME OF ARCHITECT: N. Batistich Architects, Burr Ridge, IL

PROPOSED REPAIR, ALTERATION, REMOVAL, CONSTRUCTION OR DEMOLITION:

1) Replacement of two exterior stairways with concrete steps. The steps will be capped in masonry and have white wooden risers.
2) A fenced-in patio on the north end of the house. Details of the fence and pavers are attached to this COA.
3) A cedar deck will be constructed on the east side of the guest cottage. Approved plans attached.

DATE OF COMMISSION REVIEW: June 9, 2011

MOTION: Commissioner Rotholz

SECOND: Commissioner Fradin

ABSTAIN:

VOTE: 5-0

ACCEPT PROPOSAL	X
REJECT PROPOSAL	

ATTACHED DOCUMENTS:

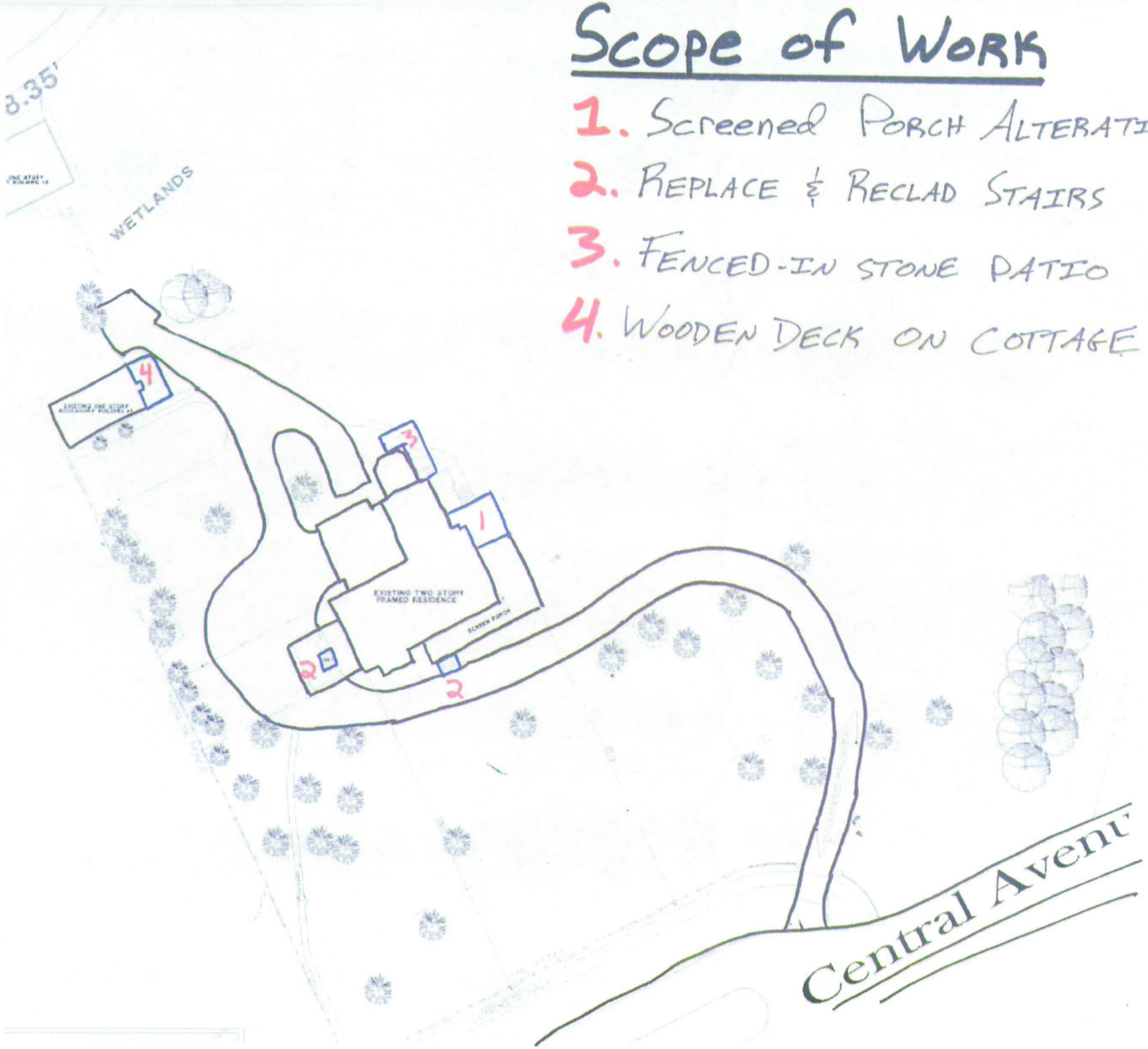
- Details of the fence and patio pavers.
- Approved drawings of cedar deck on the cottage.
- Photographs of the exterior stairs to be replaced.

COMMENTS:

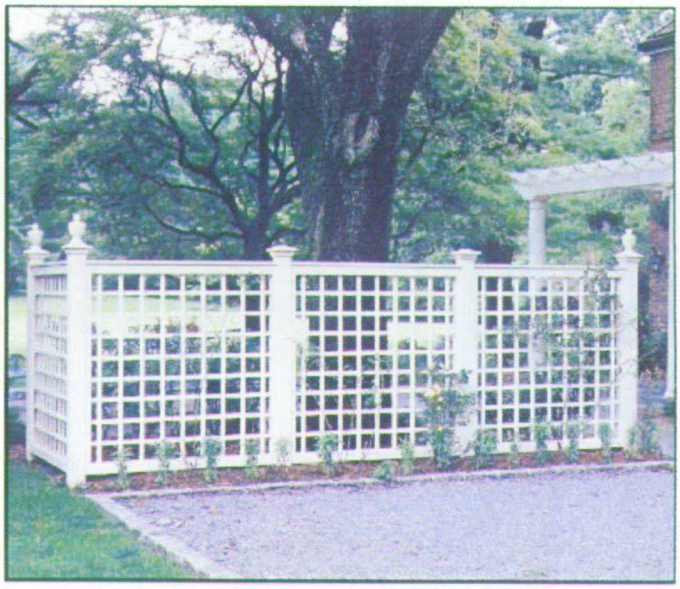
SIGNED:

Scope of Work

1. Screened Porch Alteration
2. Replace & Reclad Stairs
3. Fenced-In stone patio
4. Wooden Deck on Cottage



Proposed Fence Style for Patio



Gate Style for Patio



Decorative Trellis Example



147 Central

Transformed LANDSCAPES

ROSETTA®

THE LOOK AND FEEL OF NATURE





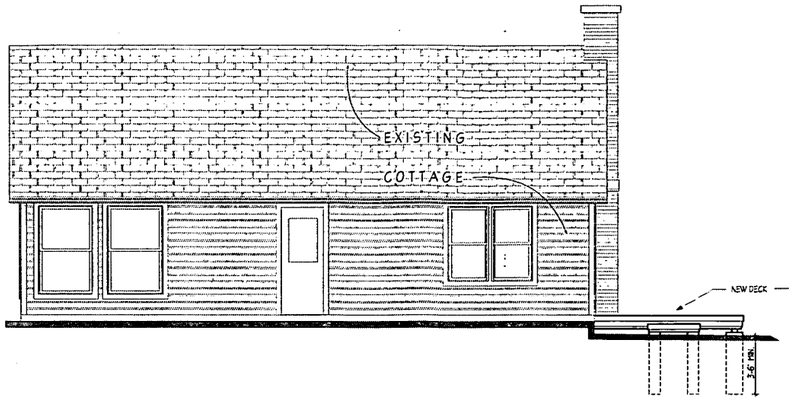




Rosetta Hardscapes accurately creates *the look and feel of nature* in any application you imagine. This boutique line of landscape products truly amazes even the most discerning craftsman or homeowner. The textures, colors and shapes of these stones are like nothing else on the market today.

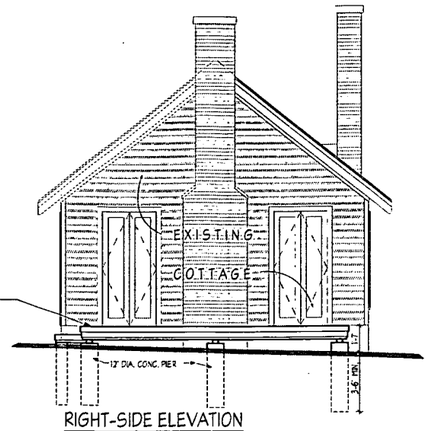
By crafting Rosetta stones with architectural-grade *wet-cast* concrete as opposed to the much more common *dry-cast* concrete, Rosetta Hardscapes captures a level of detail in texture previously unavailable in landscape block materials. Also, the use of *wet-cast* concrete allows Rosetta to offer significantly improved durability over most competitive products.

Thank you for taking the time to review the Rosetta line of products on the following pages. Imagine the possibilities of a Rosetta solution for your next project! Let Rosetta be the catalyst that inspires your creative process.



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

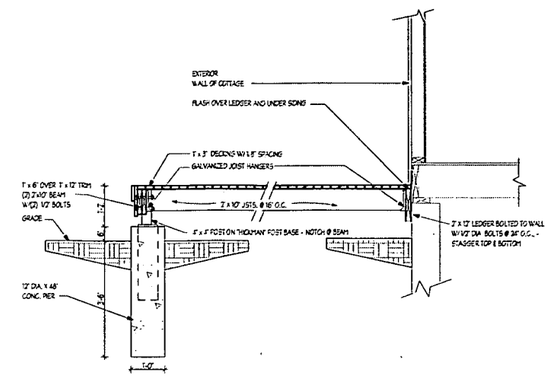


RIGHT-SIDE ELEVATION

SCALE: 1/4" = 1'-0"

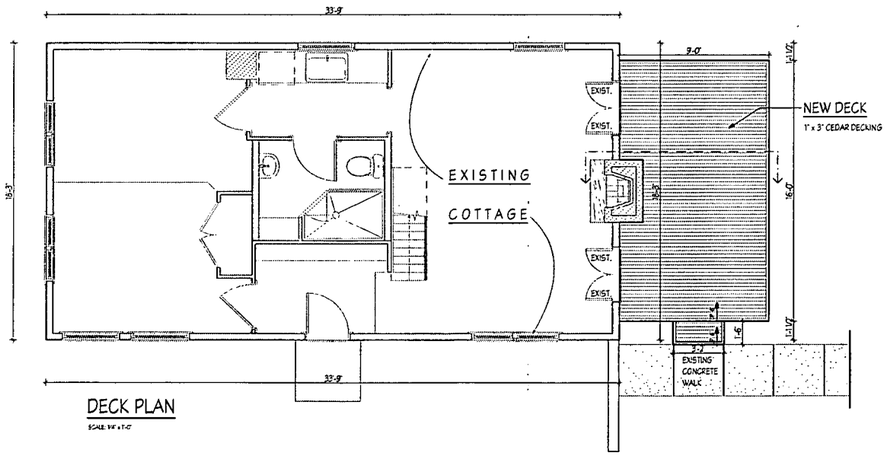
GENERAL NOTES:

- SOIL ASSUMED TO HAVE A BEARING CAPACITY OF 3,000 P.S.F.
- CONCRETE TO BE 3,000 P.S.I. IN 28 DAYS.
- ALL STRUCTURAL GRADE LUMBER TO BE STRUCTURAL GRADE FIR OR S.P.F., MIN. 1,050 fb..
- ALL FRAMING LUMBER TO BE "PRESSURE TREATED"
- ALL EXPOSED FINISH WOOD TO BE CEDAR
- STAIR RISERS SHALL BE 7-3/4" MAXIMUM AND STAIR TREAD TO BE 10" MINIMUM CLEAR OF TREAD ABOVE. MINIMUM WIDTH TO BE 3



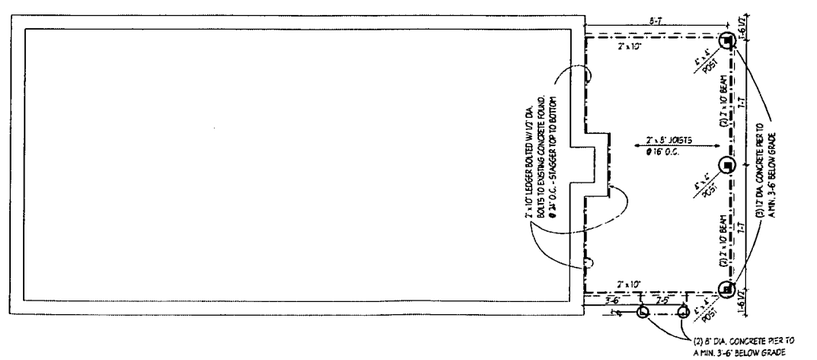
DECK SECTION

SCALE: 1/2" = 1'-0"



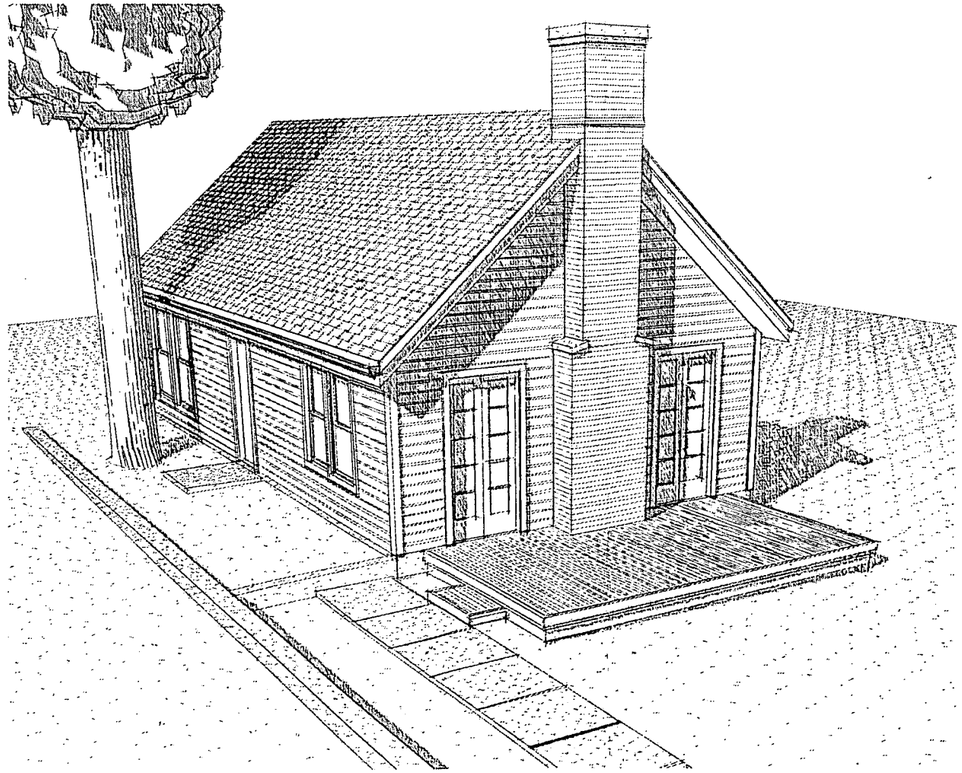
DECK PLAN

SCALE: 1/4" = 1'-0"



DECK FRAMING PLAN

SCALE: 1/4" = 1'-0"



n. batistich, architects
MEADOWBROOK OFFICE CENTER
16W475 S. FRONTAGE RD., SUITE 201
BURR RIDGE, IL 60527 (630) 986-1773

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT THEY COMPLY TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE REQUIREMENTS OF THE BUILDING CODE.

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLAN AND DIMENSIONS AND CONDITIONS ON THE JOB AND SHALL NOTIFY THE ARCHITECTS IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK. OR BE RESPONSIBLE FOR SAME.

DATE: APRIL 22, 2011
DRAWN BY:
SCALE:
APPROVED BY:

REVISIONS

PLAN No: NB 422-11
SHEET No: 1 of 1

TITLE: Public Hearing #PUD-2025-00081 for a Special Use Permit in the Nature of a Preliminary and Final Planned Development with Modifications from City Code; and a Plat of Re-Subdivision, with Variances from City Code (147 Central Ave.)

Zoning Review.

Lot 1, existing residence – R4 Low to Moderate Density

Standard	*Requirement*	*Proposed*	*Notes*
Lot Dimensions	20,000 SF | 40,000 SF for LFOZ	89,204 SF	Complies
Density - Min. lot area per dwelling unit	20,000 SF	89,204 SF	Complies
Minimum front yard	40'	123.34' (existing)	Complies
Minimum side yard	48.75' total; 12' min	50'	Noncompliant, pre-existing
Minimum rear yard	35'	35'	Noncompliant, pre-existing
Floor Area Ratio	((.1026 x lot area) + 6188 x 100) / (lot area) = 15.340	4,943 SF	Complies

- The Coach House and Garden's Cottage are the noncompliant, pre-existing encroachments.

Lot 2, new lot – R4 Low to Moderate Density

Standard	*Requirement*	*Proposed*	*Notes*
Lot Dimensions	20,000 SF | 40,000 SF for LFOZ	89,319 SF	Complies
Density - Min. lot area per dwelling unit	20,000 SF	89,319 SF	Complies
Minimum front yard	40'	123.34'	Complies
Minimum side yard	77.4' total; 12' min	95.41'	Complies
Minimum rear yard	35'	35'	Complies
Floor Area Ratio	((.1026 x lot area) + 6188 x 100) / (lot area) = 15.352	0 SF	Complies

Lake Front Density & Character Overlay Zone

- Minimum Area for Single-Family Residence - no subdivision of any lot in the LFOZ Overlay Zone shall create any new lot that has a minimum area for a single-family residence of less than 40,000 square feet. The proposed two lots will each meet the minimum lot area, lot depth, and lot width requirements of both the R4 Low to Moderate Density Residential District and Lake Front Density & Character Overlay Zone (LFOZ).

- Average Width - no subdivision of any lot in the LFOZ Overlay Zone shall create any new lot that has an average width of less than 100 feet. The proposed two lots will each meet the established property width average per Section 151.004(A)(6).

Steep Slope Zone

Defined per Section 150.202 – "All land which lies between the bottom of a ravine steep slope and a line being farthest from the bottom of a ravine steep slope and ten (10) feet from the top edge of a ravine steep slope; and all land which lies between the bottom of a bluff steep slope and a line being farthest from the bottom of a bluff steep slope and forty (40) feet from the top edge of a bluff steep slope."

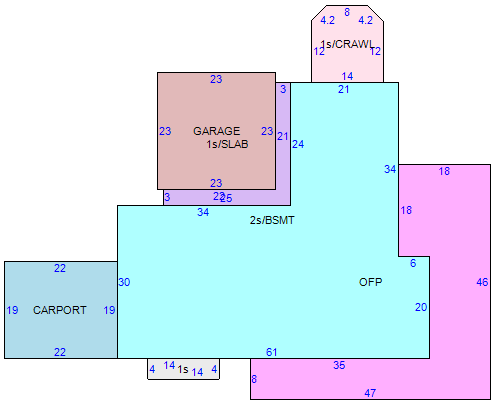
- SSZ surrounding the property is ravine, therefore requiring a 10' setback from the top edge of the ravine.

Footprint of existing structures on 147 Central Ave:

- Single family home ~ 4,556 sq. ft., footprint see **Attachment 9** for sketch plan data from the Lake County Assessor's Office.
- Coach house ~ 1,152 sq. ft. footprint
- Gardener's cottage ~ 643 sq. ft. footprint

PARID: 1623210002
NBHD: 1825010
GALE ROTHNER TTEE GALE ROTHNER SPOUSAL
Tax Year: 2025 (Taxes Payable in 2026).

ASSESSOR #: 049
ROLL: RP
147 CENTRAL AVE
Select **Tax Year** on the right:



Item	Area
2s/BSMT	2274
OFP - 11:OFP OPEN FRAME PORCH	940
1s - 10:1S FR FRAME	56
1s/CRAWL - 10/53:1S FR FRAME/CRAWL	201
1s/SLAB - 10/52:1S FR FRAME/SLAB	138
GARAGE - 13:FRAME GARAGE	529
CARPORT - 30:CARPORT	418

Printed on Wednesday, April 29, 2026, at 5:31:37 PM EST

City of Highland Park
1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

Memorandum

DATE: October 28, 2025

TO: Karl Burhop, Planner

FROM: Emmanuel Gomez, PE, City Engineer

BY: Sam Hertel, PE, Civil Engineer

SUBJECT: 147 Central Ave – Subdivision Application

Plat Comments

1. Engineering has no comments regarding the proposed subdivision of the existing parcel

Plan Comments

1. A new residence on the proposed parcel will require a Drainage & Grading permit
    a. Plans submitted with permit should include existing and proposed impervious area calculations

2. A new residence on the proposed parcel may require a Watershed Development Permit, due to hydrological disturbance
    a. Trigger for this requirement is 5000sqft+ disturbance
    b. This would be determined when Drainage & Grading plans are submitted to City for review

3. A new residence on the proposed parcel would meet threshold set forth in Residential Infill Ordinance (250sqft+ new impervious area) and would require applicant to capture stormwater runoff and route it to the City's storm sewer system or directly to the ravine

4. Engineering may have further comments once plans are submitted to the City for review

City of Highland Park
1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

Memorandum

DATE: December 17, 2025

TO: Karl Burhop, Planner

FROM: Emmanuel Gomez, PE, City Engineer

BY: Alec Turkowski, Civil Engineer

SUBJECT: 147 Central Ave – PUD-2025-00081

Plan Comments

1. Please revisit and address the comments provided by Sam Hertel in October 2025.
2. If the proposed work involves activities on or near the ravine, please ensure full with City Code Article XIX – Steep Slope Zone.
3. Engineering has no further comments regarding this permit. Engineering may have further comments once plans are submitted for a Drainage & Grading permit.