CITY OF PROSPECT HEIGHTS
CITY COUNCIL WORKSHOP AGENDA

November 12, 2013 – 6:30 p.m.
City Hall
8 North Elmhurst Road
Prospect Heights, IL 60070

Agenda

I. CALL TO ORDER

II. ROLL CALL

III. CLOSED SESSION

IV. SPECIAL BUSINESS

A. Approval of the City of Prospect Heights Council Meeting Calendar for 2014.
B. Presentation of Mesirow Financial Liability Insurance Renewal for 2014.
C. Mayor's Report on New Development.
D. Appointment of Robert McKenzie as Chairman to Chicago Executive Airport Board of Directors.

V. SCHEDULED BUSINESS

E. Determination and Approval of Estimated Tax Levy.
F. An Ordinance for the Levy and Assessment of 2013 taxes for the Fiscal Year Beginning May 1, 2013 and Ending April 30, 2014 in and for the City of Prospect Heights Police Pension Fund (1st Reading).
G. An Ordinance for the Levy and Assessment of 2013 Taxes for the Fiscal Year Beginning May 1, 2013 and Ending April 30, 2014 in and for the City of Prospect Heights Special Service Area Number One (1st Reading).
H. An Ordinance for the Levy and Assessment of 2013 Taxes for the Fiscal Year Beginning May 1, 2013 and Ending April 30, 2014 in and for the City of Prospect Heights Special Service Area Number Two (1st Reading).
I. An Ordinance for the Levy and Assessment of 2013 Taxes for the Fiscal Year Beginning May 1, 2013 and Ending April 30, 2014 in and for the City of Prospect Heights Special Service Area Number Three (1st Reading).

J. An Ordinance for the Levy and Assessment of 2013 Taxes for the Fiscal Year Beginning May 1, 2013 and Ending April 30, 2014 in and for the City of Prospect Heights Special Service Area Number Four (1st Reading).
K. An Ordinance for the Levy and Assessment of 2013 Taxes for the Fiscal Year Beginning May 1, 2013 and Ending April 30, 2014 in and for the City of Prospect Heights Special Service Area Number Five (1st Reading).
L. An Ordinance for the Levy and Assessment of 2013 Taxes for the Fiscal Year Beginning May 1, 2013 and Ending April 30, 2014 in and for the City of Prospect Heights Special Service Area Number Eight (1st Reading).
M. Review and Discussion of an Ordinance Regarding an Automated Traffic Enforcement System for Approaching, Overtaking and Passing a School Bus. (Chief Dunne) (1st Reading).
N. Review and Discussion of a Resolution Approving and Recommending to the Village of Wheeling and the City of Prospect Heights the Following Agreements in Substantially the Same Form as Presented By and Between Chicago Executive Airport, the Village of Wheeling and the City of Prospect Heights, Jointly and Signature Flight Support Corporation Relating to the Property Commonly Referred to as the Former 94th Aero Squadron Property.
O. Review and Discussion of the Purchase of an Electronic Fence for Public Works from First Fence Inc. (Informational-Steve Cutaia).
P. Review and Discussion of an Ordinance Amending the Number of Class B Liquor Licenses (Ultra Foods) (1st Reading).
Q. Review and Discussion of an Ordinance Amending the Number of Class SB Liquor Licenses for Player's Pub & Grill (1st Reading).
R. Review and Award of Contract with Crystal Maintenance Services for Janitorial Services for City Buildings.
S. Landscape Architecture Proposals for Tourism District (Consideration Rejecting All Bids).
T. Discussion of Elected Official Compensation-Informational (Alderman Mendez).

VI. APPROVAL OF EXPENDITURES

U. Approval of Warrants

General Fund	$123,919.20
MFT Fund	$1,902.07
Palatine/Milwaukee TIF	$108.52
Tourism District	$275.00
Development Fund	$999.21
DEA Fund	$5,222.99
Solid Waste Fund	$21.00
SS Area #1	$18.00
SS Area #2	$18.00
SS Area #3	$24.00
SS Area #4	$18.00
SS Area #5	$25.00
SS Area #8 – Levee Wall #37	$22.00
SS Area-Constr #6 (Water Main)	$35.00

SS Area- Debt #6	$0.00
Road Construction	$442,409.73
Water Fund	$43,694.39
Parking Fund	$61.81
Road/Building Bond Escrow	$56,149.50
TOTAL Expenditures	$674,923.42
Wire Payments, Service Charges, & Payroll	$158,553.74
TOTAL	**$833,477.16**

VII. PUBLIC COMMENT

VIII. ADJOURNMENT

Posted: November 7, 2013 4:30pm by Robert Sabo, Assistant to the City Administrator

This meeting will be televised on the following Prospect Heights Cable Channels: Comcast and WOW Channel 17and AT&T U-verse Channel 99

A

City of Prospect Heights
Regular City Council
City Council Workshop
2014 Meeting Schedule

Meetings will be held at:
The City of Prospect Heights City Hall
8 N. Elmhurst Road, Prospect Heights, Illinois 60070
at 6:30 PM

SCHEDULE

City Council Workshop Meeting Schedule	Regular City Council Meeting Schedule
January 13, 2014	January 27, 2014
February 10, 2014	February 24, 2013
March 10, 2014	March 24, 2014
April 14, 2014	April 28, 2014
May 12, 2014	*May 27, 2014*
June 9, 2014	June 23, 2014
July 14, 2014	July 28, 2014
August 11, 2014	August 25, 2014
September 8, 2014	September 22, 2014
October 13, 2014	October 27, 2014
November 10, 2014	November 24, 2014
December 8, 2014	No Meeting

Dates above marked with a ** are adjusted to the next business day after a holiday due to the holiday falling on the regularly scheduled meeting date.

***May 26, 2013 is Memorial Day - City Hall closed.**

A

B

Prospect Heights

To: Mayor Nicholas J. Helmer, City of Prospect Heights City Council

From: Anne Marrin, City Administrator

Date: November 12, 2013

Re: Liability/Workman's Compensation Insurance Renewal 2013-2014

Issue: The Liability and Workman's Compensation Insurance is up for renewal. We are staying with Mesirow as our last 1.5 years with them have shown to be not only affordable but also a good business partnership. The renewal rates are attached for the 2013-2014 year. As you can see our premium is $13,489 less than last year due to good experience levels. I have included the premium page in the packet.

Recommendation: Staff recommends that the City Council accept the proposal from Mesirow Financial and renew with them for the full year of December 1, 2013, through November 30, 2014, in the amount of $269,928.

04/23/2012 Attachments: Proposal Sheet

Premium Summary - Revised

Coverage	ICRMT 5-1-12/12-1-12	ICRMT 12-1-2012-2013 Annual Premium	ICRMT 12-1-2013-2014 Annual Premium
Package	$109,625	$112,247	$133,435
Property and Inland Marine	Included in Package	Included in Package	Included in Package
Equipment Breakdown	Included in Package	Included in Package	Included in Package
Crime and Public Official Bonds	Included in Package	Included in Package	Included in Package
General Liability and Law Enforcement Liability	Included in Package	Included in Package	Included in Package
Commercial Automobile	Included in Package	Included in Package	Included in Package
Public Officials Liability including Employment Practices Liability	Included in Package	Included in Package	Included in Package
Excess Liability	$16,170	$16,070	$21,091
Package and Excess Premium	$125,795	$128,317	$154,526
Workers Compensation	$152,941	$153,143	$113,265
Total Package and Workers Compensation Premiums	**$278,736**	**$281,460**	**$267,791**
Underground Storage Tank Liability	$1,957	$1,957	$2,137
Total Insurance Program Premiums	**$280,693**	**$283,417**	**$269,928**

NOTE: The 5-1-2012 to 12-1-2012 Premiums have been annualized for comparison

E

Prospect Heights

November 5, 2013

TO: Mayor and City Council

FROM: Stephanie Hannon
Finance Director

SUBJECT: **Truth in Taxation Act**
Proposed 2013 Property Tax Levies

The Truth in Taxation act requires that at least twenty (20) days prior to the passage of the tax levy ordinance, the City must estimate the amount of the tax levy. If the proposed aggregate amount of the levy is more than 105% of the amount of property taxes extended, or estimated to be extended, for the previous year, then the City must provide notice and hold a public hearing on their intention to adopt the tax levy. The hearing must take place prior to adoption of the tax levy. If a public hearing is required, notice must be provided no less than 7 days or no more than 14 days prior to the hearing. A certificate of compliance with the Truth in Taxation act must accompany the City's tax levy ordinance. **No public hearing is required.**

The City is subject to both the Property Tax Extension Limitation Law (PTELL), more commonly referred to as the "tax cap" law, and the Prior Year Equalized Assessed Valuation (EAV) Limitation Law. PTELL limits the increase in the City's tax extension from one year to the next to the lesser of 5% or the percent increase in the Consumer Price Index (CPI), with a provision that allows taxing districts to capture additional taxes from other factors affecting the tax base, such as new property. The Prior Year EAV Limitation Law (PYELL) states that the maximum amount of the levy extended cannot exceed the statutory rate applied against the total of the prior year's EAV plus the current year's new construction.

The attached table compares the 2013 proposed levies with the respective 2012 tax levy extensions. In addition, the table provides a column that calculates the tax rates generated under the PYELL to confirm that none of the proposed tax levies exceed this limit. All of the City's proposed tax levies, subject to the PYELL restriction, are in compliance.

The 2013 proposed tax levies include: an increase in the police pension tax levy of 4.78% or $13,265, in the tax levy for the third road bond, in the tax levy for Special Service Area #6 bond, and an increase in the tax levy for Special Service Areas #4 of $946 and Special Service Area #5 of $200. The remaining tax levies for Special Service Areas, #1, #2, #3 and #8 remain the same as last year.

The increase in the Special Service Area #6 tax levy and the road construction reflects the amount for the referendum debt service tax levy set forth in the bond ordinances.

The Police Pension tax does not have a statutory rate limit and therefore it is not subject to the Prior Year EAV Limitation Law; however, it is subject to limitation under PTELL. In an effort to capture all available tax revenues, staff is recommending that the Police Pension tax levy be increased by 4.78% over the 2012 tax extension. This would allow the City to capture not only the growth from the CPI but also all growth from new property being added to the tax rolls. In addition, the City could realize additional growth from the 3% loss and cost added on by the County, provided it does not exceed the limiting rate under the tax cap formula.

The increase in Special Service Area #4 is to cover the projected sanitary sewer maintenance and administrative expenses. The tax levy for Special Service Area #8 is to support the Levee 37 was and to cover a loan repayment at 2% over 5 years for a $400,000 loan from the General Fund.

Approval of the proposed levies is scheduled for the December 9th, 2013 City Council meeting.

Tax Agency	Maximum Allowable Tax Rate per $100 EAV	Tax Year 2012			Proposed				
		Tax Extension	Tax Rate per $100 EAV	Equalized Assessed Valuation (EAV)	2013 Proposed Tax Levy	Prior Year EAV Limiting Rate per $100 EAV (1)	Projected Tax Rate per $100 EAV (2)	Amount of Increase	Percent Increase
Special Service Area #6	No Limit	$ 246,013	1.0645	20,955,136	$ 234,753	N.A.	1.1646	(11,260)	-4.58%
Debt Service (Referendum)	No Limit	989,359	0.1012	397,333,039	1,302,806	N.A.	0.3370	313,447	31.68%
Total Debt Levies		$ 1,235,373			$ 1,537,559				24.46%
Police Pension Tax	No Limit	$ 277,735	0.0699	$ 397,333,039	$ 291,000	N.A.	0.0753	$ 13,265	4.78%
Special Service Area #1	0.3500	34,277	0.3500	9,793,330	35,000	0.3500	0.3574	723	2.11%
Special Service Area #2	0.9300	51,538	0.8943	5,758,478	50,000	0.8943	0.8855	(1,538)	-2.98%
Special Service Area #3	0.4900	20,640	0.0778	26,461,411	20,000	0.0778	0.0771	(640)	-3.10%
Special Service Area #4	0.9100	36,054	0.6639	5,429,793	37,000	0.7019	0.6949	946	2.62%
Special Service Area #5	0.1800	5,300	0.0117	44,164,720	5,500	0.0129	0.0127	200	3.78%
Special Service Area #8	1.4100	206,090	0.8466	24,331,795	200,000	0.8466	0.8382	(6,090)	-2.96%
		$ 631,634			$ 638,500				1.09%

(1) If a tax has a Maximum Allowable Tax Rate, it is subject to the Prior Year EAV Limiting Rate calculation.
This calculation uses the proposed levy amount and adds 3% for loss and cost. This total is divided by the sum of the Prior Year

(2) Calculated based on proposed levy amount plus 3% (5% for debt service) for loss and cost, and assumes 0% growth in equalized assessed valuation. In addition, Police Pension Tax assumes $0.00 in growth from New Property.

City of Prospect Heights
Tax Levy 2013

	Police Pension	Road Bond	Special Service Area #1	Special Service Area #2	Special Service Area #3	Special Service Area #4	Special Service Area #5	Special Service Area #6	Special Service Area #8
Equity as of 4/30/13			(86,559)	(10,104)	467,639	15,026	371,586	166,040	(282,180)
Budget Amendment Revenue		942,364	35,000	50,000	20,000	35,000	5,000	234,218	200,000
Budget Amendment Expenses		942,364	39,320	38,100	57,600	38,410	72,020	234,568	158,871
Net Income/(Loss)		$ -	$ (4,320)	$ 11,900	$ (37,600)	$ (3,410)	$ (67,020)	$ (350)	$ 41,129
Total Due Other Funds 4/30/13		$ -	$ 90,879						$ 241,051
Excess Revenue				(1,796)	(430,039)	(11,616)	(304,566)	(165,690)	
Estimated Expenses FY2014		942,364	39,320	38,100	57,600	38,410	72,020	234,568	158,871
Total Required		$ 942,364	$ 130,199	$ 36,304	$ (372,439)	$ 26,794	$ (232,546)	$ 68,878	$ 399,922
Last Years Levy Proposed	272,452	942,364	35,000	50,000	20,000	35,000	5,000	234,218	200,000
Proposed Levy	$ 291,000	$ 1,302,806	$ 35,000	$ 50,000	$ 20,000	$ 37,000	$ 5,500	$ 234,753	$ 200,000
Assessed Value	$ 397,333,039	$ 397,333,039	$ 9,793,330	$ 5,758,478	$ 26,461,411	$ 5,429,793	$ 44,164,720	$ 20,955,136	$ 24,331,795
Amount for a $100,000 home	$ 24	$ 109	$ 119	$ 289	$ 25	$ 227	$ 4	$ 373	$ 274
Last Years Taxes	23	79	119	289	25	215	4	373	274
Increase/(Decrease) Prior Year	$ 2	$ 30	$ -	$ -	$ -	$ 12	$ 0	$ 1	$ -
Net Fund Balance FY2014		-	(95,199)	13,696	392,439	10,206	238,046	165,875	(199,922)

Levy History	Police Pension	Road Bond	SSA #1	SSA #2	SSA #3	SSA #4	SSA #5	SSA #6	SSA #8
Levy 2006	228,238.35		24,902.27	37,209.32	89,741.94	24,712.81	102,027.42		
Levy 2007	239,625.00		18,226.00	14,216.00	53,402.00	15,494.00	153,040.00		
Levy 2008	252,455.41		20,252.17	15,762.00	59,191.00	17,146.00	114,636.47	246,530.38	
Levy 2009	256,482.69		20,892.00	16,281.00	61,247.60	17,735.23	77,382.75	246,580.51	
Levy 2010	263,949.00		21,540.00	16,789.00	63,178.00	18,315.00	80,030.00	248,729.00	
Levy 2011	264,193.13		20,571.98	16,226.46	50,787.53	17,010.80	25,777.37	242,837.69	81,430.88
Levy 2012 Extension	277,735.00	989,359.27	34,276.66	51,538.37	20,639.90	36,053.83	5,299.77	246,013.30	206,090.30
Levy 2013	291,000.00	1,302,806.00	35,000.00	50,000.00	20,000.00	37,000.00	5,500.00	234,753.00	200,000.00
Maximum Levy	$ 291,621.75	No Limit	$ 35,304.95	$ 55,160.46	$ 133,550.74	$ 50,893.45	$ 81,881.39	No Limit	$ 353,370.66

F

ORDINANCE NO. O-13

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2013 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2013 AND ENDING APRIL 30, 2014 IN AND FOR THE CITY OF PROSPECT HEIGHTS POLICE PENSION FUND

BE IT ORDAINED by the City Council of the City of Prospect Heights, Cook County, Illinois as follows:

Section 1. Findings.
The City of Prospect Heights Police Pension Fund has been created by Ordinance No. 0-90-34 entitled:

"AN ORDINANCE RELATING TO THE POLICE PENSION FUND FOR THE CITY OF PROSPECT HEIGHTS, ILLINOIS"

adopted August 20, 1990. Said Ordinance provides that the City Council shall annually levy a tax upon all the taxable property of the City at the rate on the dollar of all such taxable property which will produce an amount which, when added to the deductions from the salaries of wages of police officers, and revenues available from all other sources as hereinafter referred to, will equal a sufficient sum to meet the annual requirements of the Police Pension Fund. The annual requirements to be provided by such tax levy are equal to (1) the normal cost of the pension fund for the year involved, plus (2) the amount necessary to amortize the fund unfunded accrued liabilities pursuant to State statute.

Section 2. Levy.
A tax for the sum of Two Hundred Eighty One Thousand and Two Hundred Thirty Nine Dollars ($291,000) be and the same is hereby levied for the purposes specified in Ordinance No. 0-90-34 against all taxable property in the City of Prospect Heights for the fiscal year commencing on the 1st day of May, 2013 and ending on the 30th day of April, 2014.

Section 3. Authority.
This tax is levied pursuant to Chapter 108-1/2, Illinois Compiled Statutes, Sec. 3-125 and pursuant to Ordinance 0-90-34, "An Ordinance Relating to the Police Pension Fund for the City of Prospect Heights, Illinois."

Section 4. Filing.
There is hereby certified to the County Clerk of Cook County, Illinois the sum aforesaid, constituting the total amount the said City of Prospect Heights Police Pension Fund requires to be raised for the current fiscal year, and the City Clerk is hereby directed to file with the County Clerk of Cook County on or before the time required by law, a certified copy of this ordinance.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED and APPROVED this 9th, December 2013.

ATTEST:

______________________	______________________
CITY CLERK	MAYOR

AYES:
NAYS:
ABSENT:

Ordinance No.
Published in pamphlet form:
Effective date: December 9, 2013

G

ORDINANCE NO. O-13

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2013 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2013 AND ENDING APRIL 30, 2014 IN AND FOR THE CITY OF PROSPECT HEIGHTS
SPECIAL SERVICE AREA NUMBER ONE

WHEREAS, City of Prospect Heights Special Service Area Number One has been created by Ordinance 0-79-30 entitled, "**AN ORDINANCE ESTABLISHING CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER ONE FOR THE PURPOSE OF PROVIDING FOR THE COLLECTION AND DISPOSAL OF SEWAGE IN THE AREA OF THE CITY FORMERLY SERVED BY THE PROSPECT HEIGHTS SANITARY DISTRICT**", as amended; and

WHEREAS, Ordinance No. 0-79-30, as amended, authorizes an annual rate of the annual tax levy of thirty-five one-hundredths of one percent (.35%) of the assessed value, as equalized, of the property in said special service area; and

WHEREAS, said Special Service Area Number One consists of the territory described in the ordinances aforesaid; and

WHEREAS, the City of Prospect Heights is authorized to levy taxes for special services in said Special Service Area.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble to this Ordinance are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

Section 2. The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number One is ascertained to be the sum of Thirty-Five Thousand Dollars ($35,000.00).

Section 3. The sum of Thirty-Five Thousand Dollars ($35,000.00) be and the same hereby is levied upon the taxable property (as defined in the Revenue act of 1939) in City of Prospect Heights Special Service Area Number One, said tax to be levied for the fiscal year beginning May 1, 2013 and ending April 30, 2014 for the purpose of providing additional revenues for maintaining and installing necessary and required improvements to the sewer system.

Section 4. This tax is levied pursuant to Article VII, Section 7 of the Constitution of the State of Illinois and Section 1301, et.seq. of Chapter 120 of the Illinois Compiled Statutes, as amended, and pursuant to An Ordinance Establishing City of Prospect Heights Special Service Area Number One, as amended.

Section 5. There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount of Thirty-Five Thousand Dollars ($35,000.00), which said total amount the said City of Prospect Heights Special Service Area Number One requires to be raised by taxation for the current fiscal year of said City, and the City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 9th, December 2013.

ATTEST:

CITY CLERK

MAYOR

AYES:
NAYS:
ABSENT:

Ordinance No.
Published in pamphlet form:
Effective date: December 9, 2013

H

ORDINANCE NO. O-13

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2013 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2013 AND ENDING APRIL 30, 2014 IN AND FOR THE CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER TWO

WHEREAS, City of Prospect Heights Special Service Area Number Two has been created by Ordinance 0-79-32 entitled, "**AN ORDINANCE ESTABLISHING CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER TWO FOR THE PURPOSE OF PROVIDING FOR THE COLLECTION AND DISPOSAL OF SEWAGE IN THE AREA OF THE CITY FORMERLY SERVED BY THE WOLF MANDEL SANITARY DISTRICT**", as amended; and

WHEREAS, Ordinance No. 0-79-32, as amended, authorizes an annual rate of the annual tax levy ninety-three one-hundredths of one percent (.93%) of the assessed value, as equalized, of the property in said special service area; and

WHEREAS, said Special Service Area Number Two consists of the territory described in the ordinances aforesaid; and

WHEREAS, the City of Prospect Heights is authorized to levy taxes for special services in said Special Service Area.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble to this Ordinance are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

Section 2. The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Two is ascertained to be the sum of Fifty Thousand Dollars ($50,000.00).

Section 3. The sum of Fifty Thousand Dollars ($50,000.00) be and the same hereby is levied upon the taxable property (as defined in the Revenue act of 1939) in City of Prospect Heights Special Service Area Number Two, said tax to be levied for the fiscal year beginning May 1, 2013 and ending April 30, 2014 for the purpose of providing additional revenues for maintaining and installing necessary and required improvements to the sewer system.

Section 4. This tax is levied pursuant to Article VII, Section 7 of the Constitution of the State of Illinois and Section 1301, et.seq. of Chapter 120 of the Illinois Compiled Statutes, as amended, and pursuant to An Ordinance Establishing City of Prospect Heights Special Service Area Number Two, as amended.

Section 5. There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount of Fifty Thousand Dollars ($50,000.00), which said total amount the said City of Prospect Heights Special Service Area Number Two requires to be raised by taxation for the current fiscal year of said City, and the City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 9th, December 2013.

ATTEST:

________________________ CITY CLERK

________________________ MAYOR

AYES:
NAYS:
ABSENT:

Ordinance No.
Published in pamphlet form:
Effective date: December 9, 2013

I

ORDINANCE NO. O-13

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2013 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2013 AND ENDING APRIL 30, 2014 IN AND FOR THE CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER THREE

WHEREAS, City of Prospect Heights Special Service Area Number Three has been created by Ordinance 0-79-34 entitled, "**AN ORDINANCE ESTABLISHING CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER THREE FOR THE PURPOSE OF PROVIDING FOR THE COLLECTION AND DISPOSAL OF SEWAGE IN THE AREA OF THE CITY FORMERLY SERVED BY THE COUNTRY GARDENS SANITARY DISTRICT**", as amended; and

WHEREAS, Ordinance No. 0-79-34, as amended, authorizes an annual rate of the annual tax levy of forty-nine one-hundredths of one percent (.49%) of the assessed value, as equalized, of the property in said special service area; and

WHEREAS, said Special Service Area Number Three consists of the territory described in the ordinances aforesaid; and

WHEREAS, the City of Prospect Heights is authorized to levy taxes for special services in said Special Service Area.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble to this Ordinance are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

Section 2. The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Three is ascertained to be the sum of Twenty Thousand Dollars ($20,000.00).

Section 3. The sum of Twenty Thousand Dollars ($20,000.00) be and the same hereby is levied upon the taxable property (as defined in the Revenue act of 1939) in City of Prospect Heights Special Service Area Number Three, said tax to be levied for the fiscal year beginning May 1, 2013 and ending April 30, 2014 for the purpose of providing additional revenues for maintaining and installing necessary and required improvements to the sewer system.

Section 4. This tax is levied pursuant to Article VII, Section 7 of the Constitution of the State of Illinois and Section 1301, et.seq. of Chapter 120 of the Illinois Compiled Statutes, as amended, and pursuant to An Ordinance Establishing City of Prospect Heights Special Service Area Number Three, as amended.

Section 5. There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount of Twenty Thousand Dollars ($20,000.00), which said total amount the said City of Prospect Heights Special Service Area Number Three requires to be raised by taxation for the current fiscal year of said City, and the City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 9th, December 2013.

ATTEST:

CITY CLERK

MAYOR

AYES:
NAYS:
ABSENT:

Ordinance No.
Published in pamphlet form:
Effective date: December 9, 2013

J

ORDINANCE NO. O-13-

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2013 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2013 AND ENDING APRIL 30, 2014 IN AND FOR THE CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER FOUR

WHEREAS, City of Prospect Heights Special Service Area Number Four has been created by Ordinance 0-82-27 entitled, "**AN ORDINANCE ESTABLISHING CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER FOUR FOR THE PURPOSE OF PROVIDING FOR THE COLLECTION AND DISPOSAL OF SEWAGE IN THE AREA OF THE CITY FORMERLY SERVED BY THE COUNTRY GARDENS SANITARY DISTRICT**", as amended; and

WHEREAS, Ordinance No. 0-82-27, as amended, authorizes an annual rate of the annual tax levy of ninety-one one-hundredths of one percent (.91%) of the assessed value, as equalized, of the property in said special service area; and

WHEREAS, said Special Service Area Number Four consists of the territory described in the ordinances aforesaid; and

WHEREAS, the City of Prospect Heights is authorized to levy taxes for special services in said Special Service Area.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble to this Ordinance are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

Section 2. The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Four is ascertained to be the sum of Thirty-Five Thousand Dollars ($37,000.00).

Section 3. The sum of Thirty-Five Thousand Dollars ($37,000.00) be and the same hereby is levied upon the taxable property (as defined in the Revenue act of 1939) in City of Prospect Heights Special Service Area Number Four, said tax to be levied for the fiscal year beginning May 1, 2013 and ending April 30, 2014 for the purpose of providing additional revenues for maintaining and installing necessary and required improvements to the sewer system.

Section 4. This tax is levied pursuant to Article VII, Section 7 of the Constitution of the State of Illinois and Section 1301, et.seq. of Chapter 120 of the Illinois Compiled Statutes, as amended, and pursuant to An Ordinance Establishing City of Prospect Heights Special Service Area Number Four, as amended.

Section 5. There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount of Thirty-Five Thousand Dollars ($35,000.00), which said total amount the said City of Prospect Heights Special Service Area Number Four requires to be raised by taxation for the current fiscal year of said City, and the City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 9th, December 2013.

ATTEST:

CITY CLERK   MAYOR

AYES:
NAYS:
ABSENT:

Ordinance No.
Published in pamphlet form:
Effective date: December 9, 2013

K

ORDINANCE NO. O-

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2012 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2013 AND ENDING APRIL 30, 2014 IN AND FOR THE CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER FIVE

WHEREAS, City of Prospect Heights Special Service Area Number Five has been created by Ordinance 0-99-25 entitled, "**AN ORDINANCE ESTABLISHING CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER FIVE FOR THE PURPOSE OF PROVIDING FOR THE COLLECTION AND DISPOSAL OF STORM WATER**", as amended; and

WHEREAS, Ordinance No. 0-99-25, as amended, authorizes an annual rate of the annual tax levy of eighteen one hundredths of one percent (.18%) of the assessed value, as equalized, of the property in said special service area; and

WHEREAS, said Special Service Area Number Five consists of the territory described in the ordinances aforesaid; and

WHEREAS, the City of Prospect Heights is authorized to levy taxes for special services in said Special Service Area.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble to this Ordinance are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

Section 2. The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Five is ascertained to be the sum of Five Thousand Dollars ($5,500.00).

Section 3. The sum of Five Thousand Dollars ($5,500.00) be and the same hereby is levied upon the taxable property (as defined in the Revenue act of 1939) in City of Prospect Heights Special Service Area Number Five, said tax to be levied for the fiscal year beginning May 1, 2013 and ending April 30, 2014 for the purpose of providing additional revenues for maintaining and installing necessary and required improvements to the storm sewer system.

Section 4. This tax is levied pursuant to Article VII, Section 7 of the Constitution of the State of Illinois and Section 1301, et.seq. of Chapter 120 of the Illinois Compiled Statutes, as amended, and pursuant to An Ordinance Establishing City of Prospect Heights Special Service Area Number Five, as amended.

Section 5. There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount of Five Thousand Dollars ($5,000.00), which said total amount the said City of Prospect Heights Special Service Area Number Five requires to be raised by taxation for the current fiscal year of said City, and the City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 9th, December 2013.

ATTEST:

CITY CLERK

MAYOR

AYES:
NAYS:
ABSENT:

Ordinance No.
Published in pamphlet form:
Effective date: December 9, 2013

L

ORDINANCE NO______

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF 2013 TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2013 AND ENDING APRIL 30, 2014 IN AND FOR THE CITY OF PROSPECT HEIGHTS SPECIAL SERVICE AREA NUMBER EIGHT

WHEREAS, City of Prospect Heights Special Service Area Number Eight has been created by Ordinance 0-11-11 entitled, "**AN ORDINANCE establishing Special Service Area Number 8 of the City of Prospect Heights, Cook County, Illinois, and the issuance of bonds in an amount not to exceed $500,000 and the imposition of a tax at a maximum rate of 1.41% in any year to pay the cost of providing special services in and for such Area.**", as amended; and

WHEREAS, Ordinance No. 0-11-11, as amended, authorizes an annual rate of the annual tax levy of one and forty-one one hundredths of one percent (1.41%) of the assessed value, as equalized, of the property in said special service area; and

WHEREAS, said Special Service Area Number Eight consists of the territory described in the ordinances aforesaid; and

WHEREAS, the City of Prospect Heights is authorized to levy taxes for special services in said Special Service Area.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble to this Ordinance are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

Section 2. The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Eight is ascertained to be the sum of Two-Hundred Thousand Dollars ($200,000.00).

Section 3. The sum of Two-Hundred Thousand Dollars ($200,000.00) be and the same hereby is levied upon the taxable property (as defined in the Revenue act of 1939) in City of Prospect Heights Special Service Area Number Eight, said tax to be levied for the fiscal year beginning May 1, 2013 and ending April 30, 2014 for the purpose of providing additional revenues for the operation, maintenance and repair of Levee 37 and related storm water management services.

Section 4. This tax is levied pursuant to Article VII, Section 7 of the Constitution of the State of Illinois and Article 27 of the Illinois Property Tax Code, as amended, and pursuant to AN ORDINANCE establishing Special Service Area Number 8 of the City of Prospect Heights, Cook County, Illinois, and the issuance of bonds in an amount not to exceed $500,000 and the imposition of a tax at a maximum rate of 1.41% in any year to pay the cost of providing special services in and for such Area, as amended.

Section 5. There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount of Two-Hundred Thousand Dollars ($200,000.00), which said total amount the said City of Prospect Heights Special Service Area Number Eight requires to be raised by taxation for the current fiscal year of said City, and the City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 9th, December 2013.

ATTEST:

CITY CLERK

MAYOR

AYES:
NAYS:
ABSENT:

Ordinance No.
Published in pamphlet form:
Effective date: December 9, 2013

M

Prospect Heights Police Department

James J. Dunne • Chief of Police

TO: City Administrator Anne Marrin

FROM: Chief James J. Dunne

DATE: November 5, 2013

SUBJECT: **ORDINANCE – SCHOOL BUS STOP ARM CAMERA ENFORCEMENT**

The State of Illinois has enacted legislation, effective 01/01/2014, that allows for the installation of cameras to enforce school bus stop arm violators. The technology is similar to the Red Light Camera Program currently deployed and operating in the city.

I have been in contact with School District 23 and they are excited about the opportunity to partner with us for this safety initiative. Because part of the school district is located within the Village of Wheeling's boundary, they too have been contacted and are interested in participating with us.

Our Red Light Camera vendor is RedSpeed. We have an excellent relationship with them and have experienced minimal issues with our equipment and processes. I have been in contact with them and they offer this type of equipment. On Thursday, November 7, school district officials, bus company officials, and Wheeling PD will join City Administrator and me for an onsite inspection of a "mock school bus" at RedSpeed's headquarters in Lombard.

Violators will be handled in the same manner as the Red Light Camera offenses. RedSpeed will issue the notices of violation and collect the fines. First offense is $150, second offense is $500. RedSpeed's remuneration would be $75.00 per violation, The City of Prospect Heights or Village of Wheeling (depending on violation location) $37.50, and School District 23 $37.50. Both Prospect Heights and Wheeling already have Administrative Hearing Officers with dates and times scheduled because of Red Light Camera Enforcement. Disputes would be referred to those pre-existing venues.

A template ordinance has been forwarded to City Attorney Zimmerman for review and recommendations.

This process will only move forward once Council has had the opportunity to review and evaluate this and future information

RECOMMENDED ACTION:

Draft a School Bus Stop Arm Camera Enforcement Ordinance.
Continue to work with D23, Village of Wheeling and RedSpeed to further identify positive and negative aspects of such a program.

M

THE EFFECTIVE DATE OF THIS ORDINANCE IS ___________ ____, 2013

ORDINANCE NUMBER ________

RE: Automated Traffic Enforcement System for Approaching, Overtaking and Passing a School Bus

The Illinois Motor Vehicle Act was amended (the "Amendment") authorizing implementation of an Automated Traffic Law Enforcement System for Approaching, Overtaking and Passing a School Bus by adding Section 11-208.9 to 625 ILCS 5/11-208.9. The Amendment will be effective on January 1, 2014. The Amendment is known as Public Act PA-98-0556. The Amendment authorizes a Municipality in cooperation with a School Board to place one or more motor vehicles censors working in conjunction with the visual signals on a School Bus to be placed on School Buses to monitor motor vehicles that fail to stop before meeting or overtaking, from either direction any School Bus stopped at any location for the purpose of receiving or discharging pupils in violation of the Amendment or a similar provision of a local Ordinance.

The Amendment authority may only be used if authorized by the Municipality of the local jurisdiction.

Specifically, the Amendment states:

> Section 11.208 (i) A municipality or county designated in Section 11-208.9 may enact an ordinance providing for an automated traffic law enforcement system to enforce violations of Section 11-1414 of this Code or a similar provision of a local ordinance and imposing liability on a registered owner or lessee of a vehicle used in such a violation.

The Municipality desires to authorize the use of an Automated Traffic Enforcement System for Approaching, Overtaking and Passing a School Bus to the full extent provided in the Amendment.

NOW THEREFORE BE IT ENACTED AND ORDAINED BY THE *VILLAGE/TOWN* COUNSEL OF THE *VILLAGE/TOWN* OF ______________, ILLINOIS, as follows:

A new Section ____________ of the Municipal Code is hereby enacted to read as follows:

> Section ___________ Automated Traffic Enforcement System for Approaching, Overtaking and Passing a School Bus is hereby authorized as an amendment to

Resolution number R-73-07 dated December 17, 2007.

A. Village Counsel authorizes the use of an Automated Traffic Enforcement System for Approaching, Overtaking and Passing a School Bus.

B. The purpose of this Section is to authorize all uses to the extent provided in Amendment.

C. The terms used in this Section have the same meaning as the corresponding terms used or defined in the Amendment.

AND BE IT FURTHER ENACTED AND ORDAINED that this Ordinance shall take effect on ____________________, 2013.

The undersigned hereby certifies that this Ordinance was approved and adopted on the _____ day of _____________, 2013.

_________________________,
MUNICIPAL CLERK Signature

APPROVED by me this _____ day of _____________, 2013

____
MAYOR __________________

I DO HEREBY CERTIFY that this Ordinance was, after its passage and approval, published in pamphlet form by authority of the *Village/Town*, in accordance with law, this ______ day of ______________, 2013.

____
_________________________, MUNICIPAL CLERK

N

CHICAGO EXECUTIVE AIRPORT
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 13-033

DATE OF BOARD MEETING: August 21, 2013

TITLE OF ITEM SUBMITTED: Resolution 13-033 – A Resolution Approving and Recommending to the Village of Wheeling and the City of Prospect Heights the following agreements in substantially the same form as presented by and between Chicago Executive Airport, the Village of Wheeling, and the City of Prospect Heights, jointly, and Signature Flight Support Corporation relating to the property commonly referred to as the former 94th Aero Squadron Property

SUBMITTED BY: Jamie L. Abbott, Acting Airport Manager

BASIC DESCRIPTION OF ITEM[1]: This resolution is to approve the Access Agreement, Net Ground Lease Agreement, and the Purchase of Sale Agreement with Signature Flight Support. This is the former 94th Aero Squadron property. The Access Agreement will allow Signature access to the airport, according to a list of negotiated fees and other stipulations set forth in the Agreement. The Net Ground Lease is leasing Signature a portion of land adjacent to Taxiway Charlie so that Signature can build a ramp/taxiway in order to access the airfield. The Purchase of Sale Agreement is for the purchase of approximately .592 acres of land on the east side of the future Signature property. CEA will acquire the land from Signature through rent credits.

BUDGET[2]: N/A

BIDDING[3]: N/A

EXHIBIT(S) ATTACHED: Agreements

RECOMMENDATION: To approve

SUBMITTED FOR BOARD APPROVAL: Jamie L Abbott, Acting Airport Manager

---

[1] *The purpose of the proposed item and a description of same. If the issue is site specific a map must be attached to the memorandum.*

[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

RESOLUTION NO. 13-033

A RESOLUTION APPROVING AND RECOMMENDING TO THE VILLAGE OF WHEELING AND THE CITY OF PROSPECT HEIGHTS THE FOLLOWING AGREEMENTS IN SUBSTANTIALLY THE SAME FORM AS PRESENTED BY AND BETWEEN CHICAGO EXECUTIVE AIRPORT, THE VILLAGE OF WHEELING AND THE CITY OF PROSPECT HEIGHTS, JOINTLY, AND SIGNATURE FLIGHT SUPPORT CORPORATION RELATING TO THE PROPERTY COMMONLY REFERRED TO AS THE FORMER 94TH AERO SQUADRON PROPERTY

1. The Access Agreement
2. Net Ground Lease; and
3. Purchase and Sale Agreement

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CHICAGO EXECUTIVE AIRPORT, that the attached agreements are hereby approved and authorize the Acting Airport Manager to execute said agreements and forward to the Village of Wheeling and City of Prospect Heights for their approval.

Director ____________________ moved, seconded by Director __________________ that Resolution No. 13-033 be adopted.

Director Cloud ____________________ Director Kolssak ____________________

Director Katz ____________________ Director Lang ____________________

Director Kearns ____________________ Director Pace ____________________

ADOPTED this _______ day of ____________________, 2013 by the Board of Directors of the Chicago Executive Airport.

____
David Kolssak
Acting Chairman

ATTEST:

____
Elizabeth Cloud
Secretary

CHICAGO EXECUTIVE AIRPORT

1020 S. Plant Road
Wheeling, IL 60090

Access Agreement

By and Between

Chicago Executive Airport
and
Signature Flight Support Corporation

Dated _______________, 2013

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Airport Access Agreement
between
Chicago Executive Airport
and
Signature Flight Support Corporation

This Airport Access Agreement ("Agreement") is made and entered into this ___ day of __________, 2013 by and between the Chicago Executive Airport ("CEA"), having offices at 1020 S. Plant Road, Wheeling, Illinois, 60090 and Signature Flight Support Corporation ("SFSC"), having offices at 1100 S. Milwaukee Avenue, Wheeling, Illinois, 60090. SFSC's Federal Employer Identification Number is 59-3030932.

1. RECITALS

1.1. WHEREAS, the Chicago Executive Airport ("CEA") is owned jointly by the Village of Wheeling and the City of Prospect Heights (collectively the "Owners") and governed in accordance with the provision of the Intergovernmental Agreement ("IGA") dated July 1, 2005, as amended;

1.2. WHEREAS, pursuant to authority granted to it and subject to the terms of the aforementioned Intergovernmental Agreement, CEA operates the Chicago Executive Airport (the "Airport);

1.3. WHEREAS, SFSC desires to gain access to/from the Airport to/from property which is owned or which will, in the near future, be owned by SFSC;

1.4. WHEREAS, the property ("Subject Property") is located immediately adjacent to, but not on, Airport property;

1.5. WHEREAS, SFSC desires to make certain modifications to the Subject Property and provide certain commercial aeronautical products, services, and facilities on the Subject Property to its customers as an extension of its fixed base operator (FBO) business at the Airport;

1.6. WHEREAS, for this reason, SFSC has requested the Airport to grant access to/from the Airport to/from the Subject Property;

1.7. WHEREAS, CEA, subject to the terms and conditions of this Agreement, has agreed to allow SFSC access to/from the Airport to/from the Subject Property; and,

1.8. WHEREAS, the parties desire to enter into this Agreement for the specific purposes set forth in this Agreement;

1.9. NOW, THEREFORE, for and in consideration of the covenants, conditions, obligations, privileges, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, CEA and SFSC ("Parties") agree as follows:

2. SUBJECT PROPERTY

2.1. Description

2.1.1. SFSC is the sole and exclusive owner of the Subject Property which is legally described in Exhibit A, which is incorporated herein by reference.

2.1.1.1. The Subject Property is located immediately adjacent to, but not on, the Airport.

2.1.2. The Subject Property consists of approximately 172,416.30 square feet of land contiguous to the Airport.

2.1.3. At the time this Agreement was executed by the Parties, the Subject Property was improved with what is commonly referred to as the 94th Aero Squadron Restaurant. As soon as practical following the execution of this Agreement SFSC shall cause those improvements and demolition debris at its sole cost, to be removed from the Subject Property, all in compliance with applicable local ordinances and codes. Within three (3) years of the date of this Agreement, SFSC shall commence construction of an approximate 20,000 square foot hangar on the Subject Property, along with other related and necessary improvements such as an apron (the "Improvements").

2.2. Use

2.2.1. SFSC shall use the Subject Property as a Commercial Airport Storage Operator, in accordance with the requirements of the Airport Minimum Standards.

2.2.1.1. For purposes of this Agreement, Customers are defined as individuals or entities who own, lease, or operate (under the full and exclusive control of the customer) Aircraft and who have a Sublease with SFSC for hangar space which is located on the Subject Property.

2.2.1.2. Customer Aircraft shall be staged or parked on ramp/apron areas or stored in hangars only.

2.2.1.3. SFSC may also use the Subject Property to provide Commercial office space to Customers with Aircraft based on the Subject Property.

2.2.1.4. In the event that SFSC's FBO is experiencing above average use, SFSC shall be allowed to temporarily park and provide FBO services to aircraft on ramp/apron area.

2.2.1.5. SFSC shall not use the Subject Property for any other purpose(s) or provide any other aviation facilities (other than those described herein).

2.2.2. SFSC may provide aircraft ground handling (line) services and support as well as fueling services to Customer aircraft on the Subject Property.

2.2.2.1. SFSC shall not engage in any non-aeronautical activities on the Subject Property, except as ancillary to the uses and needs of its hangar tenants based upon the Subject Property.

2.2.2.2. There shall be no self fueling on the Subject Property.

2.2.3. CEA makes no representations or warranties as to the condition or suitability of the Subject Property and/or the Improvements located (or situated) thereon for engaging in any type of activity – Aeronautical or otherwise.

2.3. Improvements

2.3.1. Construction of the Improvements as depicted on Exhibit B shall be commenced by SFSC to the Subject Property within thirty-six (36) months of the execution of this Agreement.

2.3.1.1. At SFSC's sole cost and expense, SFSC shall:

2.3.1.1.1. Install a sanitary sewer line from the Subject Property to a location designated by and in accordance with plans, designs, and specifications prepared by the Airport's engineering consultant.

2.3.1.1.2. Install a storm water sewer and detention system or a storm water line from the Subject Property to a location designated by and in accordance with the plans, designs, and specifications received and approved by CEA's engineering consultant, as applicable, adequate to accommodate the requirements for the Subject Property in a location designed by CEA's engineering consultant and in accordance with the plans, designs, and specifications prepared by SFSC and approved by CEA.

2.3.1.1.3. If the specifications for the sanitary sewer line or the storm water sewer, detention system and/or storm water line described above require that any of such facilities be located on property owned or controlled by CEA, CEA will grant, or cause to be granted, to SFSC appropriate easements for such facilities, in a form reasonably acceptable to CEA and SFSC, which easements shall be duly recorded and shall benefit the Subject Property as appurtenances thereto.

2.3.2. SFSC may not develop any type of fuel storage facility or any type of fuel transfer or dispensing system on, at, or under the Subject Property.

2.3.3. No other improvements (other than those identified herein) shall be developed by SFSC without the express prior written approval of CEA, which consent shall not be unreasonably withheld.

3. ACCESS

3.1. Privileges

3.1.1. Subject to the covenants, conditions, obligations, privileges, and agreements contained herein, SFSC and its customers shall have the limited privilege of access (or ingress and egress) to/from the Subject Property to/from the Airport for the purpose of utilizing the Airport's taxiways and runways, as set forth in this Agreement ("Access Privilege"), subject to, at all times, and in full compliance with the requirements of this Agreement and subject to termination at any time for non-compliance with this Agreement following receipt of written notice of such non-compliance and thirty (30) days to cure such non-compliance (or, in the event such non-compliance is not reasonably susceptible to cure in thirty (30) days, a reasonable time in which to effectuate such cure).

3.1.1.1. This limited privilege of access does not create any easement, lease, or other ownership interest in real property or any other property owned by the Owners/CEA.

3.1.2. CEA shall have the right to suspend the Access Privilege in accordance with Section 9 of this Agreement.

3.1.2.1. If the Access Privilege adversely affects or creates a conflict with Airport and/or Aircraft operations, the Airport and/or Air Traffic Control ("ATC") shall have the right to restrict and/or limit the manner and/or times in which such access may be exercised by SFSC or its customers.

3.1.3. SFSC is permitted to use, in common with others, existing and future Airport infrastructure and improvements, available for public use, subject to and in full compliance with all applicable Regulatory Measures, Airport Primary Guiding Documents, and other Airport policies, standards, rules, regulations, and directives.

3.1.3.1. SFSC shall be solely liable for and shall reimburse CEA for all reasonable costs and expenses incurred by CEA, for the repair of any damage caused by SFSC to existing or future Airport infrastructure and improvements, provided that CEA shall provide prompt written notice to SFSC of any such required repairs.

3.2. Limitations

3.2.1. SFSC and its Customers

3.2.1.1. Access to/from the Airport to/from the Subject Property by any other entity (other than SFSC and its Customers, its vendors and subcontractors) is strictly prohibited.

3.2.1.1.1. Except as set forth above, SFSC may not grant the Access Privilege to any other entities. Only CEA can grant access privileges to other entities.

3.2.2. Subject Property

3.2.2.1. CEA has the right to temporarily suspend access granted herein for security related reasons or for special events at the Airport; provided that except in the case of an emergency, SFSC receives reasonable prior written notice of such suspension. The suspension shall be for no longer than necessary under the circumstances.

3.3. Points of Access

3.3.1. The Access Privilege is limited strictly to the access point(s) designated on Exhibit B. Access to the Airport's runway and taxiways from any other access point – other than the designated access point(s) – is strictly prohibited. SFSC may not extend the Access Privilege to any other access point(s).

3.4. Access Controls

3.4.1. The Access Privilege is subject to the following requirements:

3.4.1.1. Access must be controlled and/or access controls must be maintained by SFSC at all times in accordance with then-existing practices at the Airport.

3.4.1.2. SFSC vehicles and customer Aircraft shall have access to/from the Airport and to/from the Subject Property via a Taxilane or Taxiway designated specifically by CEA and subject to FAA and ATC requirements and/or stipulations.

3.4.1.2.1. The Access Privilege does not extend to any other vehicles or aircraft. The Access Privilege does not extend to pedestrians.

3.4.1.3. If access is not properly controlled (and/or access controls are not properly maintained) by SFSC at all times, and such conditions are not cured within a reasonable time after written notice thereof to SFSC, CEA's sole remedy shall be to, at its option, control access (and/or may install and maintain its own access controls) including, but not limited to, installing and maintaining fencing, gate(s), and/or other mechanisms in which case, SFSC shall pay 105% of the costs and expenses thereof to CEA within 30 days upon receipt of an invoice. AT SFSC's sole costs and expense, SFSC shall install security fencing around the perimeter of the Subject Property.

3.5. Compliance

3.5.1. The Access Privilege is subject to the following requirements:

3.5.1.1. SFSC shall comply with all:

3.5.1.1.1. Regulatory Measures, as may be promulgated or amended from time to time by federal or state agencies that have control over airports,

3.5.1.1.2. Airport Sponsor Assurances and all other FAA directives, 3.5.1.1.3. Airport Primary Guiding Documents (e.g., General Provisions, Leasing/Rents and Fees Policy, Minimum Standards, Rules and Regulations, and Development Guidelines), as may be promulgated or amended by CEA from time to time, attached hereto, made part hereof, and incorporated herein by reference,

3.5.1.2. If a provision of this Agreement is found to be in conflict with any existing or future Regulatory Measures, the Airport Sponsor Assurances or other FAA directives, Airport Primary Guiding Documents, Airport policies, standards, rules, regulations, or directives:

3.5.1.2.1. The provision that establishes the higher or stricter standard shall prevail, or

3.5.1.2.2. CEA may modify this Agreement, revoke, suspend, or cancel the Access Privilege, or terminate this Agreement in whole or part to resolve the conflict, provided, however, CEA shall use commercially reasonable efforts to resolve such conflict in a manner that does not require CEA to revoke or cancel the Access Privilege or this Agreement.

4. TERM

4.1. Original

4.1.1. The original term of this Agreement is for a period of twenty (20) years commencing on the _____ day of __________, 20___ ("Commencement Date") and shall expire on the _____ day of __________, 20___ ("Original Term"), unless sooner terminated in accordance with this Agreement.

4.2. Renewal

4.2.1. Notwithstanding any provision to the contrary, SFSC may elect, via written notice to CEA to extend this Agreement for four (4) additional terms of five (5) years each (each, a "Renewal Term").

4.2.2. If SFSC desires to renew this Agreement beyond the Original Term (or any Renewal Term), SFSC shall, no later than 180 days prior to expiration of the Original Term (or any Renewal Term), provide written request to CEA to such effect.

5. FEES AND CHARGES

5.1. Fees

5.1.1. For granting the Access Privilege, SFSC shall pay to CEA the following fees and charges when due and owing:

5.1.1.1. Access Privilege Fees

5.1.1.1.1. Initial Fee: a one time, lump sum, fixed fee of $350,000.00 shall be paid to CEA at the time this Agreement is executed by the Parties. This fee shall be paid by cashier's check or wire transfer.

5.1.1.1.2. Annual Access Fee during Original Term: commencing on the first day of the month following execution of this Agreement, and on the same day every year thereafter during the Original Term, SFSC shall pay to CEA an annual access fee of Fifteen Thousand Dollars ($15,000.00) the ("Annual Access Fee"). The Annual Access Fee shall be adjusted each year to reflect any increase in the Consumer Price Index as defined below.

5.1.1.1.3. On the annual anniversary of the Commencement Date, the Annual Access Fee shall be adjusted annually based upon the change in Consumer Price Index ("CPI"). The term "CPI" as used herein shall mean the Consumer Price Index for All Urban Consumers, All Items - All Urban Consumers (base year 1982-84=100) for the Chicago area, published by the Bureau of Labor Statistics of the United States Department of Labor. If the CPI is discontinued or revised during the term of this Agreement, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised. In no event shall the fee be less than the fee paid during the immediately preceding year. This fee shall be paid to CEA by SFSC annually. The fee for any partial year shall be prorated. This fee shall be paid to the Board by SFSC in advance on or before the anniversary day of each year.

5.1.1.1.4. Payments of the Annual Access Fee shall be credited against the purchase price of the real estate to be acquired by CEA pursuant to Section 5.4.1 herein, and upon satisfaction of such purchase price, payments of the Annual Access Fee shall continue to be made to CEA as otherwise set forth herein.

5.1.1.1.5. In the event of any renewal pursuant to Section 4.2 hereof, the Annual Access Fee shall be established pursuant to the mutual agreement of CEA and SFSC. If CEA and SFSC cannot agree on the Annual Access Fee during any renewal pursuant to Section 4.2, the parties agree to submit to binding arbitration. The parties shall agree on the arbitrator and the sole issue for the arbitrator shall be to decide the fair market value of the rights granted under the Access Agreement for each year of the Renewal Term.

5.2. Charges

5.2.1. SFSC shall pay to CEA all other applicable fees and/or charges as in effect from time to time, which CEA imposes on commercial operators on the Airport, which are subject to change from time to time.

5.2.1.1. Such fees and/or charges shall be paid to CEA by SFSC each month on or before the 1st day of each month for the previous month, unless due on a different date as set forth herein.

5.2.2. SFSC agrees to pay a one-time Sanitary Sewer Connection Fee upon connection, the calculation of which is to be based upon the percentage of the square footage of the Improvements to be constructed on the Subject Property covering approximately 75,000 square feet against the square footage of all land owned by CEA at the Airport which is then served by the sanitary sewer, being an amount of $40,000.00 and commencing on the date of connection prorated to the commencement date of the Ground Lease between parties for the ramp to the taxiway, and then payable annually thereafter, an Annual Sanitary Sewer Service Fee, the calculation of which is to be based upon the percentage of the square footage of the Subject Property against the square footage of all land owned by CEA at the Airport which is then served by the sanitary sewer and which proration shall be applied to the Subject Property in an amount of $_______________ per year, subject to adjustment on an annual basis. Notwithstanding the foregoing, in the event that SFSC builds additional hangars on the Subject Property, such additional hangars shall be subject to payment of an additional Sanitary Sewer Connection Fee, the calculation of which fees shall be based upon the fees applicable at the time of such additional construction.

5.2.3. SFSC agrees to pay a one-time Storm Water Connection Fee on the first day of the month following execution of the Agreement the calculation of which is to be based upon the percentage of the square footage of the Improvements to be constructed on the Property against the square footage of all land owned by CEA at the Airport which is then served by the storm water system, which amount is $_____________________. and commencing on the first day of the month following the date of execution of this Agreement and annually thereafter an Annual Storm Water Sewer Maintenance Fee the calculation of which is to be based upon the percentage of the Improvements against the square footage of all land owned by CEA at the Airport which is then served by the storm water system and which proration shall be applied to the Subject Property for a sum of $__________________ per year, subject to adjustment on an annual basis. Notwithstanding the foregoing, in the event that SFSC builds additional hangars on the Subject Property, such additional hangars shall be subject to payment of an additional Storm Water Connection Fee the calculation of which fee shall be based upon the fees applicable at the time of such additional construction.

5.2.4. SFSC agrees to pay for all aircraft based on the Subject Property, a fuel flowage fee ("Fuel Flowage Fee") in an amount that is equal to twice the fuel flowage fee then in effect and charged by CEA.

5.3. Payments

5.3.1. Payment of fees shall be made promptly without notice or demand, in legal tender of the United States of America. Payments shall be made by check or electronically at the office of the Airport Manager or at such other office as may be directed in writing by CEA. Payments shall be absolutely net to CEA and shall be made without any abatement, deductions, reductions, setoffs, or counterclaims of any kind.

5.3.2. A late charge equal to 10% of the amount due shall be automatically added to any fees and/or charges not received by CEA by the close of business 10 days after due and owing. The late charge shall become part of the fees and/or other charges due and owing to CEA. Interest, at the rate of ten percent (10%) per annum, shall be imposed in the event such charges remain outstanding beyond such 30 day period. Such charges shall also become part of the fees and other charges due and owing to CEA.

5.3.3. In addition to late charges, CEA shall be entitled to interest at the judgment rate plus all costs of collection of amounts past due, including without limitation, attorneys' fees and expenses and court costs.

5.4. Sale/Purchase of Land

5.4.1. SFSC agrees to sell to CEA and CEA agrees to purchase from SFSC that portion of the Subject Property legally described in the Agreement for Purchase and Sale attached hereto and incorporated herein as Exhibit C ("PSA"). The purchase price shall be One Hundred Eighty Thousand Dollars ($180,000.00) said purchase price to be paid by crediting payments of the Annual Access Fee (as set forth above) towards the purchase price until such time as the credits amount to $180,000.00, and upon other terms and conditions as set forth in the PSA.

6. Improvements to the Property

6.1.1. SFSC warrants and represents that SFSC has carefully and completely examined and inspected the Subject Property and all improvements thereto or located (or situated) thereon and fully understands its responsibilities and obligations with respect to making modifications to the

Subject Property and/or the Improvements thereto or located (or situated) thereon.

6.1.2. SFSC shall not make any modifications to the Subject Property without the prior express written consent of CEA, which consent shall not be unreasonably withheld.

6.1.2.1. Prior to making any modifications to the Subject Property, SFSC shall complete and include Federal Aviation Administration 7460-1 Notice of Proposed Construction Alterations form. Prior to any construction, SFSC shall submit an FAA Form 7460-1 (and corresponding safety phasing plan).

6.1.3. The modification of the Subject Property and/or any Improvements made to the Subject Property shall be compatible with the Airport and associated airspace, consistent with (not contrary to) the Airport Master Plan, the Airport Layout Plan (ALP), and the Airport Land Use Plan, and fully comply with applicable Regulatory Measures including, but not limited to, CFR Title 14 Part 77 Objects Affecting Navigable Airspace.

6.1.4. SFSC shall procure all building, fire, safety, and other permits necessary in connection with the approved modifications from federal, state, and/or local agencies having jurisdiction.

6.1.5. In the event Improvements are deleted (demolished and removed), without rebuilding, from the Subject Property, this Access Agreement shall terminate.

6.1.6. All materials and supplies shall be delivered directly to the Subject Property or via Airport access points and/or routes designated specifically by CEA.

6.1.7. SFSC shall be fully liable to CEA for any damage to the Airport resulting from the work on or associated with the approved Improvements.

6.1.8. All work completed shall be at SFSC's sole cost and expense.

6.1.9. SFSC shall indemnify the Owners, the Board, and the Airport as required in the Airport Minimum Standards.

7. CEA'S RIGHTS AND PRIVILEGES

7.1. Rights

7.1.1. CEA reserves the following rights:

7.1.1.1. Nothing contained within this Agreement shall be construed to limit the use of any area of the Airport by CEA (or others) or prevent any FAA, Department of Homeland Security, Transportation Security Administration, Police Department, or Airport Emergency Services personnel from acting in official capacities on the Airport or on the Subject Property.

7.1.1.2. CEA reserves the right for the use of the Airport by others who may desire to use the same pursuant to applicable Regulatory Measures and Airport Primary Guiding Documents pertaining to the Airport and such use.

7.1.1.3. CEA reserves the right to designate specific Airport areas for activities in accordance with the currently adopted Airport Layout Plan. Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.

7.1.1.4. It is the policy of CEA that any occupancy, use, and/or development of land and/or Improvements which is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in this Agreement shall require or obligate CEA to apply to the FAA for approval of the revision of the ALP on behalf of SFSC or its Customers.

7.1.1.5. CEA reserves the right to develop and make any Improvements and/or repairs on, at, or to the Airport it deems necessary. CEA will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. CEA shall not be obligated to reimburse or compensate any SFSC or its Customers or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.

7.1.1.6. CEA (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or the Subject Property related in any way to any natural disaster or illegal activity.

7.1.1.7. CEA reserves the right to prohibit any entity from using the Airport or engaging in activities at the Airport (and/or CEA may suspend, cancel, and/or revoke any privileges granted to any entity) upon determination by CEA that such entity has not complied with applicable Regulatory Measures, the Airport's Primary Guiding Documents, or other Airport policies, standards, rules, regulations, and/or directives issued by CEA, or has otherwise jeopardized the safety or security of entities utilizing the Airport or the land and/or Improvements located at the Airport.

7.1.1.8. During time of war or national emergency, CEA shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other areas or facilities of the Airport. If any such agreement is executed, any agreement between CEA and SFSC, insofar as it is inconsistent with the agreement between CEA and the United States Government, shall be suspended, without any liability on the part of CEA to SFSC.

7.1.1.9. CEA will not relinquish the right to take any action CEA considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.

7.1.1.10. CEA will not waive any sovereign, governmental, or other immunity to which the Owners may be entitled nor shall any provision of any Agreement be so construed.

7.1.1.11. CEA will not submit to the laws of any state other than those of the State of Illinois.

7.1.1.12. CEA is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any agreement proposed by SFSC.

7.1.1.12.1. CEA is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development or (b) provide matching funds to secure such funding.

7.1.1.13. CEA reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of CEA including preserving the assets of CEA and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of CEA's and/or Airport's mission, vision, values, goals, objectives, and action plans.

7.1.1.14. CEA shall have no responsibility or liability to furnish any services to SFSC, but SFSC may request (and the Parties may negotiate) that CEA provide services and SFSC shall pay CEA for such additional services the compensation amount negotiated by the Parties.

7.2. Privileges

7.2.1. CEA and/or its representatives have the following privileges:

7.2.1.1. Access to the Subject Property

7.2.1.1.1. CEA and/or its representatives shall have the right to enter in, upon, or under the Subject Property (including all buildings, structures, and Improvements located thereon) for the purpose necessary, incidental to, or connected with the performance of CEA's rights or privileges under this or any other Agreement. CEA and/or its representatives shall provide 24 hours advance notice prior to entering any non-public area except when emergency circumstances require immediate entry without prior notice. In no event shall any such entry unreasonably interfere with the operations of SFSC.

7.2.1.2. Performance of Acts

7.2.1.2.1. All acts performable under this Agreement by CEA may, at the option of CEA and without right of objection by SFSC, be performed by a representative of CEA .

7.2.1.3. Exercising Rights

7.2.1.3.1. No exercise of any rights reserved by CEA and exercised in accordance with this Agreement shall be deemed or construed as grounds for any abatement of fees or charges nor serve as the basis for any claim or demand for damages of any nature whatsoever.

8. SFSC OBLIGATIONS

8.1. On-Going Business and Operations

8.1.1. SFSC shall maintain an on-going FBO business at the Airport and on-going operations at the Subject Property during the term of this Agreement. Signature shall record any and all fuel sold by Signature to any Customer on the Subject Property through Signature's main facility at the Airport, located at 1100 South Milwaukee Avenue, Wheeling, Illinois 60090.

8.2. Disturbance

8.2.1. SFSC shall conduct its approved Commercial Aeronautical Activities on the Subject Property in an orderly and proper manner so as to not annoy, disturb, or interfere with others, except as reasonably occurs at an FBO facility. SFSC agrees it will not in any manner interfere with the landing and taking off of Aircraft at the Airport or otherwise constitute or allow a hazard to Aircraft or others to exist.

8.2.2. SFSC agrees that it will not disturb others by creating or permitting any disturbance or any unusual or excessive noise, vibration, electromagnetic emission, or other undesirable condition, except as reasonably occurs at an FBO facility.

8.3. Costs, Expenses, and Other Charges

8.3.1. SFSC shall pay all costs, expenses, and other charges of every kind and nature whatsoever relating to the Subject Property, the Improvements thereto or located (or situated) thereon, and/or the activities taking place on the Subject Property which may arise or become due and owing during the term of this Agreement.

8.4. Maintenance and Repair

8.4.1. During the term of this Agreement, SFSC shall, at its sole cost and expense, diligently, properly, and promptly maintain, repair, and clean the Subject Property and the Improvements thereto or located (or situated) thereon as determined in SFSC's reasonable discretion.

8.5. Non-Discrimination

8.5.1. SFSC shall not discriminate in any manner against any Employee or applicant for employment because of political or religious opinion or affiliation, race, creed, color, national origin, sex, age, or handicap and further, SFSC shall include a similar clause in all subcontracts.

8.5.1.1. SFSC agrees CEA has the right to take such action against SFSC as the government may direct to enforce Section 8.5.1.

8.6. Based Aircraft Report

8.6.1. SFSC shall maintain and furnish on or before the 10th of each month (or upon the reasonable request of CEA) a report identifying all Based Aircraft on the Subject Property. The report shall identify the registration number, year, make, and model of the Aircraft stored or based with the SFSC on the Subject Property.

8.7. Signage and Lighting

8.7.1. SFSC shall not erect, paint upon, attach, exhibit or display in, on, or about the Subject Property any sign (or install or operate any light or lighting on the Subject Property) without obtaining the: (1) appropriate permits and approval from agencies having jurisdiction and (2) the prior written consent of CEA, which consent shall not be unreasonably withheld.

8.8. Special Events

8.8.1. SFSC shall not conduct or hold special events on the Subject Property without obtaining: (1) appropriate permits and approval from agencies having jurisdiction and (2) the prior written consent of CEA, which consent shall not be unreasonably withheld.

8.9. Lease for Ramp for Taxiway

8.9.1. SFSC shall enter into a lease with CEA for the same Term as this Agreement to lease from CEA at CEA's normal rates and conditions the land necessary to build and construct a ramp connecting the Subject Property to Taxiway Charlie, and upon the terms and conditions as set forth in the form of Lease attached hereto as Exhibit D. SFSC shall be solely responsible for the costs associated with the costs of the construction of the ramp.

8.10. Right of First Refusal

8.10.1. SFSC grants to CEA a right of first refusal for the purchase of the Subject Property. If SFSC receives a bona fide offer ("Purchase Offer") from a third party for the purchase of all or any part of the Subject Property, which SFSC is willing to accept, or enters into a Contract ("Third Party Contract") with a third party for the sale of the Subject Property, SFSC will provide CEA with written notice ("Offer Notice") of the Purchase Offer or Third Party Contract, as the case may be, accompanied by a copy of the Purchase Offer or by the Third Party Contract. CEA shall have the right for a period of sixty (60) days following receipt of the Offer Notice (the "Election Period") to enter into a contract with SFSC for the purchase of the Subject Property upon terms identical to those set forth in the Purchase Offer or Third Party Contract. If CEA fails to exercise its rights hereunder within the Election Period, SFSC shall have the right to accept the Purchase Offer or consummate the Third Party Contract, in each case upon the terms as provided to SFSC in the Offer Notice. Upon request of CEA SFSC shall cooperate in executing and recording a Memorandum of Right of First Refusal.

9. REQUIRED FAA CLAUSES

9.1. Non-exclusive Use

9.1.1. CEA hereby grants SFSC the non-exclusive use of the Airport (together with all Improvements, runways, ramps, conveniences and appurtenances thereunto) in common with CEA and other present and future lessees of CEA, except such Improvements as may be leased by CEA to other lessees presently or in the future.

9.1.2. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

9.1.2.1. If any such agreement is executed, the provisions of this instrument shall be subordinate to the provisions of any existing or future agreement between CEA and the United States, relative to the maintenance, operation or development of the Airport.

9.1.3. It is clearly understood by the SFSC that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating Aircraft on the Airport from performing any services on its own Aircraft with its own regular Employees (including but not limited to, maintenance and repair) that it may choose to perform.

9.2. Non-discrimination

9.2.1. Notwithstanding any other provision of this Agreement, during the performance of this Agreement, SFSC, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the Subject Property, that: (1) No person on the grounds of race, color, religion, sex, familial status or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Subject Property; (2) In the construction of any Improvements on, over or under the Subject Property, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, familial status or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination; (3) The breach of any of the above nondiscrimination convents shall be deemed a Default pursuant to Section 10 below. This provision does not become effective until the procedures of 49 C.F.R. Part 21 have been followed and completed, including expiration of appeal rights; (4) SFSC, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Subject Property that in the event Improvements are constructed, maintained, or otherwise operated on the Subject Property for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, SFSC shall maintain and operate such Improvements and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said Regulations may by amended.

9.2.2. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

9.2.3. SFSC agrees it will practice nondiscrimination in its activities and will provide Disadvantaged Business Enterprise (DBE) participation as required by the sponsor, in order to meet the Board's goals, or as required by the FAA.

9.2.4. SFSC agrees it shall insert the above four provisions in any sublease by which SFSC grants a right or privilege to any person, firm or corporation to render accommodations to the public on the Subject Property.

10. DEFAULTS AND REMEDIES

10.1. Defaults

10.1.1. In addition to the material defaults and/or breaches identified in this Agreement, the occurrence of any one or more of the following events shall constitute a material default and/or breach of this Agreement by SFSC.

10.1.1.1. The filing by SFSC of a voluntary petition in bankruptcy.

10.1.1.2. The assignment of substantially all of SFSC's assets for the benefit of SFSC's creditors.

10.1.1.3. A court making or entering any decree or order:

10.1.1.3.1. adjudging SFSC to be bankrupt or insolvent.

10.1.1.3.2. approving a properly filed petition seeking reorganization of SFSC or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof.

10.1.1.3.3. appointing a receiver, trustee or assignee of SFSC in bankruptcy or insolvency or for the Subject Property.

10.1.1.3.4. directing the winding up or liquidation of SFSC and such decree or order shall continue for a period of 60 days.

10.1.1.4. The voluntary abandonment by SFSC of the Subject Property or SFSC's failure to maintain an on-going business at the Airport for a period of 30 days or more.

10.1.1.5. The transfer of SFSC's interest herein by other operation of law.

10.1.1.6. SFSC becomes in arrears in the payment of the whole or any part of the amount(s) agreed to be paid for a period of ten (10) days after the time such payments become due and owing.

10.1.1.7. The falsification by SFSC of any of its records so as to deprive CEA of any of its rights, privileges, fees, or other charges under this Agreement or any other agreement with CEA.

10.1.1.8. The failure by SFSC to perform any of the covenants, conditions, obligations, privileges, and agreements imposed on it by this Agreement or any other agreement with CEA where the failure continues for a period of 30 days after written notice from CEA (provided, however, that such cure shall be reasonably extended in the event the breach is not reasonably susceptible to cure within thirty (30) days and SFSC diligently pursues such cure.

10.1.1.9. It shall be understood that negotiations by SFSC for the sale, assignment, or transfer of this Agreement shall not be construed as "attempted transfer".

10.2. Remedies

10.2.1. In the event a material default or breach of this Agreement by SFSC is not cured within 30 days of receiving notice from CEA , CEA may either (i) pursue an action for monetary damages; or (ii) provided that CEA has delivered a second written notice to SFSC of such material default and such material default remains uncured for a period of thirty (30) days following SFSC's receipt of said second notice (or as such period may be reasonably extended in the event SFSC diligently pursues such cure), CEA may suspend, cancel, or revoke the Access Privilege or terminate this Agreement in whole or in part.

10.2.1.1. If the default or breach concerns a failure to make payments to CEA, however, no written or other notice of the default or breach shall be required. If payments to the Board are in arrears for a period of 10 days after the payments become due and owing, then SFSC shall be in default or breach of this Agreement. SFSC shall have ten (10) days after the written notice from CEA to cure the default or breach.

10.2.2. If this Agreement is terminated, any payments made to CEA shall be forfeited to CEA and CEA shall have no right to recover any payments accruing from and after the date of termination.

10.2.3. Notwithstanding the foregoing, no failure to perform or delay in performance which is caused by any war, national emergency, or natural disaster shall be deemed an event of material default or breach.

10.2.4. In addition to the termination and forfeiture right described in the preceding paragraph, CEA shall have the following rights and remedies upon material default or breach by SFSC:

10.2.4.1. the recovery of any unpaid fees and other charges due and owing at the time of termination;

10.2.4.2. the recovery of any damages, costs, fees, and expenses incurred by CEA as a result of the breach of this Agreement by SFSC due at time of termination, including attorneys' fees and expenses and court costs incurred by CEA in enforcing its rights under this Access Agreement;

10.2.5. No termination shall relieve SFSC of the obligation to deliver and perform all outstanding obligations and requirements prior to the effective date of the termination.

11. TERMINATION BY SFSC

SFSC, if not in material default or breach of this Agreement, may terminate this Agreement effective thirty (30) days following delivery to CEA of SFSC's written election to so terminate this Agreement.

12. FORCE MAJEURE

12.1.1. If either party hereto shall be delayed, hindered in, or prevented from, the performance of its obligations under this Agreement by reason of war, national emergency, natural disaster or other similar reason, or not the fault of such party ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay.

12.1.2. Notwithstanding the foregoing, any extension of time sought by SFSC for a Permitted Delay shall be conditioned upon it providing written notice of such Permitted Delay to CEA within 10 days of the event causing the Permitted Delay.

12.1.3. In no event shall SFSC be relieved of its obligations to pay CEA the fees and charges due and owing, as set forth in this Agreement.

13. REMEDIES CUMULATIVE

13.1.1. All of the rights and remedies given to either party in this Agreement are cumulative and no one is exclusive of any other.

13.1.2. CEA shall have the right to pursue any or all remedies provided by any applicable Regulatory Measures, whether legal or equitable in nature, whether stated in this Agreement or not.

14. NO WAIVER

14.1.1. No failure on the part of either party to enforce any of the covenants, conditions, obligations, privileges, and agreements contained herein shall be construed as or deemed to be a waiver of the right to enforce such covenants, conditions, obligations, privileges, and agreements.

14.1.2. The acceptance by CEA of any partial payment shall not be construed as or deemed to be a waiver by CEA of any material default or breach by SFSC of any covenant, condition, obligation, or provision of this Agreement and shall not be deemed a waiver of CEA's right to terminate this Agreement.

15. LICENSES, CERTIFICATES, AND PERMITS

15.1.1. At SFSC's sole cost and expense, SFSC shall obtain any and all licenses, certificates, permits, or other authorizations from all agencies having jurisdiction that may be necessary to use and/or occupy the Subject Property and/or modify Improvements thereto or located (or situated) thereon.

15.1.2. SFSC shall not do or permit others to do anything on the Subject Property which is in violation of, or prohibited by any, license, certificate, permit, or other authorization.

15.1.3. If the attention of SFSC is called to any such violation, SFSC will immediately cease and desist from or cause to be corrected such violation. In addition, SFSC shall pay all penalties, fines, or costs associated with any such violation.

16. INSURANCE

16.1.1. SFSC shall, at its sole cost and expense, procure, keep, and maintain at all times all insurance required by Regulatory Measures and the Airport Primary Guiding Documents and CEA's Rules and Regulations.

16.1.1.1. Such insurance shall be kept in full force and effect at all times during the term of this Agreement.

16.1.1.2. Such insurance coverages shall name CEA as additional insured.

16.1.1.3. Current certificates of insurance shall be provided to CEA to this effect.

16.1.2. Liability policies shall contain, or be endorsed to contain, the following provisions:

16.1.2.1. "The Village of Wheeling, the City of Prospect Heights, the Chicago Executive Airport Board, and the Wheeling President and Board of Trustees and Prospect Heights Mayor and City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of entity; the Subject Property or premises owned, occupied, or used by entity; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by the Village of Wheeling, the City of Prospect Heights, and/or the Chicago Executive Airport."

16.1.2.2. "Such insurance, as to the interest of the Village of Wheeling, the City of Prospect Heights, and the Chicago Executive Airport only, shall not be invalidated by any act or neglect of entity or any material default or breach of contract by entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to the Village of Wheeling, the City of Prospect Heights, and/or the Chicago Executive Airport, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers. Entity's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."

16.1.2.3 "Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 10 business days prior written notice for cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to CEA."

16.1.3. Companies issuing the insurance policy or policies shall have no recourse against the Owners and/or CEA for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of SFSC.

16.1.4. SFSC and the Owners/CEA each waives any and all rights of recovery against the other, or against the officers, Employees, agents and representatives of the other, for the loss of or damage to such waiving party or its property of others under its control, where such loss or damage is insured against under any property insurance policy in force at the time of such loss or damage. SFSC and the Owners/CEA shall give notice to their respective insurance carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

17. DAMAGE

17.1.1. If any part of the Airport is damaged or destroyed by SFSC or its Customers, SFSC shall diligently, properly, and promptly commence and complete restoration to the condition of the Airport immediately prior to damage or destruction.

17.1.2. If SFSC fails to diligently, properly, and promptly restore the damaged or destroyed part of the Airport, SFSC shall be in material default under the terms of this Agreement and CEA shall be entitled to exercise its remedies pursuant to Section 10 hereof.

18. INDEMNIFICATION

18.1.1. SFSC shall defend, indemnify, save, protect, and hold harmless the Owners, CEA, and its representatives from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the Owners and/or CEA as a result of, or arising out of SFSC's activities, actions, or inactions. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Illinois principles of comparative fault.

18.1.2. Nothing herein shall constitute a waiver of any protection available to the Owners and/or CEA under Illinois governmental immunity or similar statutory provisions.

19. SALE, ASSIGNMENT, OR TRANSFER

19.1.1. SFSC shall not sell, assign, or transfer its interest in this Agreement or any portion of this Agreement to any other entity or party, except that SFSC may assign this Agreement to any entity that (i) is a successor to SFSC by merger or consolidation, or (ii) controls, is controlled by or is under common control with SFSC, or (iii) acquires substantially all the assets and business of SFSC at CEA.

19.1.2. Dissolution of SFSC shall be deemed a sale, assignment, or transfer under this Agreement.

19.1.3. Any sale, assignment, or transfer of this Agreement other than as provided above shall constitute a material default or breach of this Agreement and this Agreement shall be null and void.

19.1.4. SFSC shall not Sublease the Subject Property (or any part of the Subject Property) or subcontract to any unaffiliated third party any aviation product, service, or facility SFSC is permitted to provide under this Agreement. The foregoing provision shall not prohibit SFSC from entering into hangar leases or similar agreements with Customers for the parking and storage of aircraft upon the Subject Property in accordance with this Agreement.

20. INDEPENDENT ENTITIES

20.1.1. Nothing in this Agreement is intended to nor shall it be construed in any way as creating or establishing the relationship of partners between the

Owners/CEA and SFSC or as constituting SFSC as the agent or representative or employee of the Owners/CEA for any purpose or in any manner whatsoever.

21. BINDING EFFECT

21.1.1. This Agreement shall be binding on and shall inure to the benefit of the heirs, successors, and legal representatives of the parties hereto.

22. SUBORDINATION

22.1.1. This Agreement is and shall at all times be subordinate to any existing or future agreements between the Owners/CEA and the United States, the State of Illinois, or any governmental authority pertaining to planning, development, operation (including maintenance and repair), and management of the Airport.

22.1.1.1. If a provision of this Agreement is found to be in conflict with any existing or future agreements:

22.1.1.1.1. The provision that establishes the higher or stricter standard shall prevail, or

22.1.1.1.2. CEA may modify this Agreement, revoke, suspend, or cancel the Access Privilege, or terminate this Agreement in whole or part, with or without prior notice, to resolve the conflict and allow CEA to remain in compliance, provided, however, that CEA shall use commercially reasonable efforts to resolve such conflict in a manner that does not require CEA to revoke or cancel the Access Privilege or terminate this Agreement.

23. GOVERNING LAW

23.1.1. This Agreement shall be deemed to have been made in, and shall be construed in, accordance with the laws of the State of Illinois without regard to the conflicts of law principles of the law of such state or any other state.

23.1.1.1. The federal and state courts located in Chicago, Illinois shall have exclusive jurisdiction and venue with respect to all disputes, actions, and proceedings arising from or under the Agreement, regardless of the nature or basis of the dispute.

23.1.1.2. SFSC consents to the jurisdiction and venue of the aforesaid Courts and waives personal service of any and all process upon SFSC in all such actions or proceedings, and consents that all such service or process shall be made by certified mail, return receipt requested, directed to SFSC at the address stated herein, and service so made shall be completed two days after the same shall have been posted as aforesaid.

24. PARAGRAPH HEADINGS

24.1.1. All section, paragraph, subparagraph, or other headings contained in this Agreement are inserted only as a matter of convenience or reference only, and are not intended to define, limit, or describe the scope of this Agreement or any provision therein.

25. SEVERABILITY

25.1.1. In the event that any provision in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provisions in this Agreement, provided that the invalidity of any such provision does not materially prejudice either the Board or SFSC in their respective rights and obligations contained in the valid provisions of this Agreement.

26. COUNTERPARTS

26.1.1. This Agreement has been executed in several counterparts, each of which shall be deemed an original.

27. INTEGRATION

27.1.1. Any change or modification to this Agreement shall not be valid unless made in writing, agreed to, and signed by both parties.

28. ENTIRE AGREEMENT

28.1.1. This Agreement contains and embodies the entire Agreement between the parties and supersedes and replaces any and all prior agreements, understandings and promises on the same subject, whether written or oral.

29. NOTICES

Whenever any notices required by this Agreement to be made, given or transmitted to the parties, such notice shall be hand delivered or sent by certified mail, postage prepaid, and addressed to:

Chicago Executive Airport
Airport Manager
1020 S. Plant Road
Wheeling, IL 60090

SFSC
Signature Flight Support Corporation
Attention: General Manager
1100 S. Milwaukee Avenue
Wheeling, IL 60090

With a copy to:

Signature Flight Support Corporation
Attn: Contracts
201 South Orange Avenue
Suite 1100

Orlando, FL 32801

and

Signature Flight Support Corporation
Attn: General Counsel
201 South Orange Avenue
Suite 1290
Orlando, FL 32801

29.1.1. All payments shall be made payable to CEA and sent to the attention of the Airport Manager at the address stated herein.

29.1.2. Any party may, from time to time, designate to each other in writing a different address or different entity or entities to which all such notices, communications, or payments shall be given or made.

30. REPRESENTATIONS AND WARRANTIES OF SFSC

30.1.1. SFSC represents and warrants to the Board that:

30.1.1.1. It is duly organized and validly existing under the laws of its jurisdiction, incorporation or establishment;

30.1.1.2. It has the power and the authority to enter into and perform the obligations under this Agreement and to pay any fees, charges, or other payments required under this Agreement;

30.1.1.3. This Agreement has been duly authorized, executed, and delivered by it and, assuming the due authorization, execution and delivery hereof by the other parties hereto, constitutes a legal, valid, and binding obligation of it enforceable against it in accordance with the covenants, conditions, obligations, privileges, and agreements contained herein, subject to applicable bankruptcy, insolvency, and similar laws affecting creditor's rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law;

30.1.1.4. Its execution and delivery of this Agreement and its performance of its obligations hereunder do not and will not constitute or result in a material default or breach, or violation of, or the creation of any lien or encumbrance on any of its Subject Property under, its charter or by-laws (or equivalent organizational documents), or any other agreement, instrument, law, ordinance, regulation, judgment, injunction, or order applicable to it or any of its Subject Property;

30.1.1.5. All consents, authorizations, and approvals requisite for its execution, delivery, and performance of this Agreement have been obtained and remain in full force and effect and all covenants, conditions, obligations, privileges, and agreements thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required for such execution, delivery or performance; and

30.1.1.6. There is no proceeding pending or threatened against it at law or in equity, or before any governmental instrumentality or in any arbitration, which would materially impair its ability to perform its obligations under this Agreement, and there is no such proceeding pending against it which purports or is likely to affect the legality, validity or enforceability of this Agreement.

SIGNATURE FLIGHT SUPPORT CORPORATION

By:____________________________
Its:____________________________ Dated:____________________________

CHICAGO EXECUTIVE AIRPORT

By:____________________________
Its:____________________________ Dated:____________________________
Chairman

APPROVED BY:

VILLAGE OF WHEELING

By:____________________________
Its:____________________________ Dated:____________________________
Village President

CITY OF PROSPECT HEIGHTS

By:____________________________
Its:____________________________ Dated:____________________________
Mayor

31. EXHIBITS

31.1. Exhibit A – Description of the Subject Property

31.2. Exhibit B – Description of Improvements

31.3. Exhibit C- Form of Purchase and Sale Agreement

31.4. Exhibit D – Form of Lease for Ramp/Taxiway

EXHIBIT A

Legal Description of Subject Property

That part of the Northeast Quarter of the Southwest Quarter and of the Northwest Quarter of the Southeast Quarter of aforesaid Section 13 bounded by a line described as follows: Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 13; thence North along the East Line of said Quarter Section, a distance of 475.30 feet to the point of beginning of this description; thence Southwesterly along a line forming an angle of 63 degrees 06 minutes (measured form South to West), a distance of 332.40 feet; thence Northwesterly along a line forming an angle of 90 degrees 00 minutes (measured from East to North) with the last line, a distance of 432.81 feet; thence Northeasterly along a line forming an angle of 107 degrees 46 minutes (measured from South to East) with the last line, a distance of 316.15 feet to the center line of the Wheeling Drainage Ditch; thence Southeasterly along a line forming an angle of 104 degrees 31 minutes 52 seconds (measured from West to South), said line being the center line of the Wheeling Drainage Ditch, a distance of 514.85 feet; thence Southwesterly along a line forming an angle of 60 degrees 50 minutes 03 seconds (measured from West to South) with the last line, a distance of 363.16 feet to a point on the North Line of the South 486.33 feet of the Northeast Quarter of the Southwest Quarter of Section 13; thence East along said North Line of the South 486.33 feet, a distance of 139.59 feet to the East Line of said Quarter Quarter Section; thence South along the East Line of said Quarter Quarter Section, a distance of 11.05 feet to the place of beginning of this description (excepting therefrom so much thereof as falls South of the North Line of the South 486.33 feet of the Northeast Quarter of the Southwest Quarter of Section 13 aforesaid and said North Line extended eastward), all in Cook County, Illinois.

PIN: 03-13-300-007-0000s
Commonly known as 1070 S. Milwaukee Avenue, Wheeling, Illinois
(From CTIC Commitment No. 1410 008880871 UL)

EXHIBIT B
Improvements

(to be provided)

EXHIBIT C
Form of Purchase and Sale Agreement

EXHIBIT D
Form of Lease for Ramp/Taxiway

GROUND LEASE AGREEMENT

BETWEEN

CHICAGO EXECUTIVE AIRPORT

AND

SIGNATURE FLIGHT SUPPORT CORPORATION

AT

CHICAGO EXECUTIVE AIRPORT

(Ramp to Taxiway: Aero Squadron Site)

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Exhibit C — Insurance

GROUND LEASE AGREEMENT

CHICAGO EXECUTIVE AIRPORT

This Ground Lease Agreement ("Lease") made as of the ___ day of ____________, 2013 among: the Chicago Executive Airport, an Illinois Intergovernmental Cooperative of the City of Prospect Heights and the Village of Wheeling, having offices at 1020 South Plant Road, Wheeling, Il 60090, hereinafter referred to as the "Lessor", and Signature Flight Support Corporation, hereinafter referred to as the "Lessee". Lessee's Federal Employer Identification Number is 59-3030932.

WITNESSETH:

1. **Lease; Term**

a. Access Agreement. Lessee owns real estate commonly known as 1070 S. Milwaukee Avenue, Wheeling, IL ("Lessee's Real Estate") and legally described as in the Access Agreement between the parties of even date herewith ("Access Agreement"). The effectiveness of this Lease is contingent upon the parties having executed the Access Agreement.

b. Lease. Subject to the above-referenced provisions, the Lessor does hereby grant to Lessee and the Lessee does hereby accept from the Lessor a Lease to use that certain parcel of land situated at Chicago Executive Airport ("Airport"), Wheeling, Illinois, the description of which is set forth upon Exhibit A attached hereto, which parcel of land includes approximately 11,750.95 square feet of land ("Leased Premises").

All of the Leased Premises is situated on the Airport. Lessee shall have access to the Leased Premises from the Lessee's Real Estate, pursuant to the terms of the Access Agreement.

c. Term. The term of this Lease is for a period commencing on that date which is simultaneous with the Commencement Date set forth in Article 4 of the Access Agreement ("Commencement Date") and ending on the date which is coterminous with date set forth in Article 4 of the Access Agreement ("Term"), unless sooner terminated pursuant hereto.

As used herein, the term "Anniversary Date" shall mean the month and day of the Commencement Date in successive years, and the term "Lease Year" shall mean the twelve (12) month period following the Commencement Date, and each twelve (12) month period thereafter.

2. **Use of Leased Premises**

a. Purposes. Lessee shall use the Leased Premises for the purposes provided herein, and for no other purpose without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

b. Primary Guiding Documents. All services under Required and Permitted Services must adhere to all applicable rules and regulations, as amended from time to time, in a nondiscriminatory manner: (i) the Airport rules and Regulations, (ii) Lease Rates and Charges Policy, (iii) General Provisions and Definitions, (iv) General Aviation Minimum Standards, (hereinafter, collectively "the Primary Guiding Documents") as amended.

c. Permitted Use. Lessee shall have the exclusive use of the Premises solely for Lessee's aircraft access to and from Lessee's Real Estate and the taxiway owned by Lessor that is closest to Lessee's Real Estate, identified as either Taxiway Charlie or Taxiway Kilo; and (ii) the right to construct, repair, replace and maintain the Improvements (defined below) as reasonably necessary to support such use.

3. **Condition of Leased Premises**

General. Lessee warrants that it has inspected the Leased Premises subject to all limitations imposed upon the use thereof by the Primary Guiding Documents (as defined herein) and all other applicable laws, and admits the suitability and sufficiency of the Leased Premises for the use permitted herein. Lessor represents that to the best of Lessor's knowledge, as of the Commencement Date, the Leased Premises are in compliance with all existing and applicable environmental laws, statutes, regulations and ordinances.

4. **Rent; Security Deposit**

a. Rent. In consideration for the Lease herein granted, commencing on the commencement date of the construction of the Improvements, subject to the following sentences, the Lessee shall pay to Lessor as an annual rent ("Rent") for the Lease Year of the Term the sum of Seven Thousand Four Hundred Sixty Seven and 14/100 Dollars ($7,467.14). All Rent shall be adjusted annually throughout the term of this Lease based upon the sum of the Rent paid in the immediately preceding Lease Year ("Prior Year Rent") plus the Prior Year Rent multiplied by the percentage of increase in the CPI (hereinafter defined) published for the Anniversary Date in the current Lease Year over that published for the Anniversary Date in the immediately preceding Lease Year.

b. Adjustment for CPI Calculation. If the comparative CPI figures are not available until after the Anniversary Date during the Term, Annual Rent during each Lease Year shall be payable in an amount equal to the Annual Rent payable during the immediately preceding Lease Year until such comparative CPI figures are available. On the first day of the calendar month following publication of such comparative CPI figures, and notification thereof from Lessor to Lessee, Lessee shall begin paying monthly Rent at the increased rate and shall pay Lessor the amount equal to the difference between the amount previously paid and the amount due under the formula for the then current Lease Year.

c. Definition of CPI. The term "CPI" as used herein shall mean the Consumer Price Index for All Urban Consumers, All Items - All Urban Consumers (base year 1982-84=100) for the Chicago area, published by the Bureau of Labor Statistics of the United States Department of Labor. If the CPI is changed so that the base year differs from that used as of the commencement of the Lease, the CPI shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

d. Time and Place of Payment. Annual Rent shall be paid promptly and without any claims for any deductions or set offs for any purpose whatsoever, in advance and in equal installments on the first business day of each month. Payment shall be by electronic transfer, check or money order at the office of the Airport Manager at the Airport or at such other office as may be directed in writing by the Lessor.

e. Late Charge. If any payment that is due under this Lease shall not be paid within ten (10) days of its due date, the Lessee shall pay as an additional Rent, a late charge of 10% of the monthly Rent shall be charged to Tenant.

5. Repair and Maintenance

Lessee's Responsibilities. Lessee agrees that it shall keep in a good state of repair and in a clean and orderly condition, except for reasonable wear and tear, all and every part of the Leased Premises and any improvements constructed thereon, including regular trash removal and snow removal. Lessee agrees that all repairs shall be accomplished in a diligent, workmanlike manner. The standards of up-keep, maintenance and repairs required of the Lessee under this Lease shall be not less than the standards generally followed by the Lessor for similar improvements and premises under the Lessor's control. Any deviation from said minimum standards shall be brought to the attention of the Lessee by the Lessor and shall be corrected within thirty (30) days thereafter, however, if such corrections are of the type and nature which cannot be made within thirty (30) days, then this provision shall be deemed to be complied with if Lessee commences efforts to make such corrections within thirty (30) days and continues diligently thereafter until such corrections are completed.

6. **Improvements**

a. Construction. The Lessee shall have the right to construct a ramp for aircraft as described on Exhibit B ("Improvements") on the Leased Premises provided the plans and specifications therefore are first submitted to and receive the written approval of the Lessor through the Airport Manager.

b. No construction shall be commenced until written approvals are obtained from the Airport Manager which approval shall not be unreasonably withheld. The Lessor shall advise Lessee within thirty (30) days after receipt of a written request, together with copies of the plans and specifications for the proposed Improvements, which shall be prepared by a registered architect and approved by a registered engineer, both licensed in the State of Illinois, in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefor. Notwithstanding anything herein to the contrary, Lessee shall comply with all building codes and regulations and shall obtain all proper building permits, including a building permit from the municipality within which jurisdiction the Improvements are to be built, shall obtain all necessary zoning changes and variances at its cost and shall give the Federal Aviation Administration 7460-1 Notice of Proposed Construction Alterations.

c. If for any reason after using all due diligence Lessee is unable to secure any required permits for the construction of the Improvements and/or the Airport Manager's approval of the plans and specifications for the Improvements, Lessee shall have the right, upon delivery of written notice to Lessor not more than thirty six (36) months following the Commencement Date, to terminate this Lease and all further liability and obligation to Lessor hereunder.

In addition, if after using all due diligence Lessee is able to secure required permits for the construction of the Improvements and the Airport Manager's approval of the plans and specifications for the Improvements only if Lessee accepts terms and conditions which, in the reasonable judgment of Lessee, will increase the total cost of construction of the Improvements by a material amount over the total amount budgeted by Lessee, Lessee shall have the right, upon delivery of written notice to Lessor not more than thirty six (36) months following the Commencement Date, to terminate this Lease and all further liability and obligation to Lessor hereunder, provided Lessee shall first reimburse Lessor for Lessor's reasonable out of pocket engineering and legal expenses incurred in the negotiation and preparation of this Lease and in the fulfillment of all obligations of Lessor under this Lease.

d. Lessee hereby agrees that within thirty (30) days following the issuance of required permits for the construction of the Improvements, or within thirty six (36) months after the Commencement Date, which ever is later, Lessee shall begin construction of the Improvements and diligently continue construction of the Improvements to completion in accordance with the plans and specifications approved by Lessor.

e. Bonding and Construction Stoppage. The Lessee's general contractor or contractors, as the case may be, shall be bonded, in an amount equal to the full cost of construction of the Improvements by a reputable company reasonably satisfactory to Lessor, and the agreement between Lessee and the contractor shall require that the contractor provide a lien-free completion bond. Lessee shall, once construction has been commenced, diligently and conscientiously pursue the construction of the Improvements to completion in accordance with the agreed upon plans and specifications; provided that, if Lessee's efforts to complete construction of the Improvements are delayed or prevented in whole or in part, by reason of fire, flood, storm, strike, lockout, riot, war, rebellion, accidents of God, or any other cause or casualty beyond the reasonable control of Lessee, including the occurrence of a good faith dispute with the Lessee's general contractor, then upon timely written notice to Lessor, the construction requirements under this Subsection, to the extent so effected, shall be suspended during the period of such disability; provided further that, Lessee shall make all reasonable efforts to remove such disability as soon as possible. Failure of Lessee to make such reasonable efforts to remove such disability shall be treated as a Default pursuant to Section 16 herein.

f. Improvements Without Consent and Mechanics' Lien. If Lessee makes any Improvements without the Lessor's approval, then the Lessor may, at its option, and in addition to any other remedies which may be available to it, give written notice to Lessee to remove the same or at the option of the Lessor cause the same to be changed to the satisfaction of the Lessor. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, the Lessor may effect the removal and Lessee shall pay one hundred ten percent (110%) of the cost thereof to the Lessor.

g. Because the Premises are publicly owned property, Lessee hereby acknowledges and agrees that pursuant to Illinois law, a contractor or subcontractor performing any construction work at the request of Lessee on the Premises may not properly file a mechanic's lien or materialmen's lien ("Mechanics Liens") against the Leased Premises, including any Improvements constructed thereon. The Lessee shall not permit any Mechanics' Liens to be filed against the Leased Premises by reason of services or material supplied in connection with any work performed at the Lessee's request. If any such Mechanics' Liens shall at any time be filed, the Lessee shall cause the same to be discharged of record within thirty (30) days after the Lessee has knowledge of the filing or provide to Lessor a bond, letter of credit or other security satisfactory to Lessor, in an amount equal to one hundred ten percent (110%) of the full amount of the Mechanics' Liens. If the Lessee shall fail to discharge such Mechanics' Liens or provide such security within such period, then, in addition to any other right or remedy, the Lessor may, but shall not be obligated to, discharge the lien, either before or after investigating it, but only upon prior written notice to the Lessee. One hundred ten percent (110%) of all amounts expended by the Lessor to contest or discharge such lien or both, shall constitute rent payable on demand.

h. Title to Improvements/Termination of Lease. The Lessee shall be the owner of all of the Improvements which Lessee makes on the Leased Premises until the end of this Lease, at which time title to the Improvements shall automatically vest in the Lessor, unless there has been a prior transfer of title by Lessee to Lessor, with the consent of Lessor. Upon the termination of this Lease by lapse of time or otherwise, Lessee shall upon the written direction of Lessor: (i) deliver up to the Lessor the Premises, together with the Improvements thereon in broom clean condition, except for Lessee's trade fixtures, equipment and personal property of Lessee not permanently installed in the Improvements, in the same condition as existed on the Commencement Date or date of completion, if later, reasonable wear and tear excepted; and/or (ii) promptly remove all or any portion of the Improvements which Lessor directs Lessee to remove. In the event all of the Improvements are removed, Lessee shall restore the surface of the Premises to its original condition existing prior to the construction of the Improvements.

i. Removal of Improvements. The Lessee agrees, except as provided in Subsection (h) above, that no improvements which are now or hereafter erected on the Leased Premises shall be removed, torn down, or replaced by Lessee, its agents or employees, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.

7. **<u>Services and Utilities; Roads and Parking</u>**

a. <u>Utilities</u>. The Lessee shall pay all charges due for all services and utilities serving the Leased Premises prior to delinquency. These services shall include, without limitation, electricity, grounds keeping, and trash and snow removal. Lessor shall be responsible for any utility fees or assessments which were due and payable prior to the date of the execution of this Lease.

b. <u>Other Services</u>. The Lessor shall have no responsibility or liability to furnish any services to Lessee, but Lessee may negotiate with the Lessor for any additional service it may request and shall pay for such additional services the consideration so negotiated.

c. Utility Easements. Lessee acknowledges and agrees that Lessor hereby expressly reserves to Lessor, and to Lessor's successors and assigns, public utility easements over the Leased Premises; provided that the installation, repair, replacement, maintenance or use of such easements and related facilities shall not unreasonably interfere with the use of the Leased Premises by Lessee.

8. Taxes and Assessments

It is the purpose and intent of the Lessor and the Lessee that the Annual Rent payable under this Lease shall be absolutely net to the Lessor so that this Lease shall yield to the Lessor the amount of the Annual Rent specified in Section 4, in each year during the Term of this Lease, free of any charges, assessments, taxes, impositions, or deductions of any kind charged, assessed, levied, exacted or imposed on or against the Leased Premises or on Lessee's operations at the Leased Premises, or on the gross receipts or gross income to the Lessee therefrom, including any real estate taxes, special assessments, license, certification, permit and examination fees and excise taxes ("Assessments"), and without abatement, deduction or set-off by the Lessee, except as expressly provided in the Lease. The Lessor shall not be required to pay any such Assessments, or be under any obligation or liability under this Lease, except as expressly set forth herein. This is an agreement to use the Leased Premises and is not an agreement to occupy the Leased Premises or to build a structure on the Leased Premises and therefore should be exempt from real estate taxes. Lessor makes no representations or warranties as to what the Cook County Assessor may do. In the event the Cook County Assessor's Office deems to treat the Leased Premises as taxable, Lessee shall be responsible for any real estate taxes or other assessments which may become due.

The Lessee shall pay all Assessments, and shall make all applications, reports and returns required in connection therewith. The Lessee shall have the right to contest all such Assessments and the Lessor shall give reasonable cooperation to the Lessee in such contest; provided, however, that the Lessee timely commences and thereafter diligently in good faith contests such Assessment by appropriate proceedings and in any event pays all Assessments prior to delinquency. If Lessee fails to pay any Assessments, Lessor may, at Lessor's option, pay such Assessments, and the cost thereof, together any attorney fees and costs incurred by Lessor plus interest thereon at the rate of eighteen percent (18%) per annum, shall be due and payable as additional Rent to the Lessor.

Notwithstanding the foregoing, it is not the intention of the parties that any Assessment or real estate taxes be imposed against the Leased Premises as a result of this Lease.

9. **Insurance**

a. All property of any kind (including property of Lessee) that may be on the Leased Premises during the term of this Lease shall be at the sole risk of the owner of that property; and Lessee will hold the Lessor harmless from any claim of the owner of such property for loss or damage thereto, saving and excepting loss or damage resulting from the negligent or willful act of any officer, employee or agent of the Lessor;

b. The Lessor shall in no event be liable for physical injuries (including death) to persons or damage to property (including property of Lessee) occurring upon the Leased Premises or arising out of the Lessee's use or occupancy thereof, unless resulting from the negligent act or willful misconduct of any officer, employee, or agent of Lessor. Lessee shall assume the defense of, and indemnify and save harmless the Lessor, its officers, agents and employees, both personally and officially, from all loss, liability, cost and expense, including but not limited to attorneys' fees and investigatory expenses, upon, any and all claims based upon such injuries to persons or damage to property (including claims made against the Lessor by its officers and employees), except where the negligence or deliberate misconduct of the Lessor, its officers, agents or employees shall have caused or been alleged to have caused such injuries or damages.

c. Lessee agrees that it shall procure and maintain at all times during the term hereof insurance as set forth in Exhibit C attached hereto and made a part hereof, and for such purposes of this Lease, Lessee shall be considered an Aircraft Storage Operator.

d. Lessee shall deliver to the Lessor, prior to the Commencement Date, Certificates of Insurance for each of the insurance policies referred to above. Each such certificate shall contain an endorsement that it cannot be canceled or materially changed unless the Lessor is given at least thirty (30) days prior written notice and shall name the Lessor, the Chicago Executive Airport Commission, their agents, employees and representative as additional insureds. Lessee shall obtain renewals of such policies at least seven (7) days prior to the expiration thereof and promptly deliver to the Lessor certificates for such renewal policies.

e. The Lessor shall not be liable for any damage to any property or person at any time in or on the Leased Premises from steam, gases or electricity, or from water, rain or snow, whether they may leak into, issue or flow from any part of the Leased Premises, or from the conduits, pipes or plumbing works of the same or from any other place.

10. **Indemnification**

The Lessee agrees to defend, indemnify, save, protect and hold harmless the Village of Wheeling, the City of Prospect Heights, the Lessor, the Lessor's Board of Directors, the Wheeling Board of Trustees, the Prospect Heights City Council, individually and collectively and each of their representatives, officers, officials, directors, employees, agents, attorneys, insurers, and volunteers of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, by any person, firm or corporation by reason of injury to, or death of, any person or persons, including Lessor's personnel and damage to, destruction or loss of use of any and all property, including Lessor's property, arising from, or resulting from, any operations, works, acts, or omissions of Lessee, its agents, servants, employees, contractors or assigns. The foregoing provisions concerning indemnification shall not be construed to indemnify the Lessor, its officers, employees or agents for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence or willful misconduct of the Lessor, its officers, employees or agents. Upon the filing with Lessor by anyone of a claim for damages arising out of incidents for which the Lessee herein agrees to indemnify and hold the Lessor harmless, the Lessor shall notify the Lessee of such claim and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and behalf of the Lessor by legal counsel selected by the Lessee and approved by the Lessor which approval shall not be unreasonably withheld or delayed. It is specifically agreed, however, that the Lessor, at its own cost and expense, may participate in the legal defense of any such claim provided such participation does not unduly interfere with Lessee's legal defense of such claim. Any judgment, final beyond all possibility of appeal, rendered against the Lessor for any cause for which the Lessee is liable hereunder shall be conclusive against the Lessee as to liability and amount upon the expiration of the time for appeal.

11. **Governmental Requirements**

The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat. If for any reason after using all due diligence Lessee is unable to secure any required license, certificate, permit or other authorization for Lessee's operations at the Leased Premises permitted or required in this Lease, lessee shall have the right, upon delivery of written notice to Lessor not more than thirty-six (36) months following the Commencement Date, to terminate this Lease and all further liability and obligation to Lessor hereunder. In addition, if after using all due diligence Lessee is able to secure a license, certificate, permit or other authorization for Lessee's operations at the Leased Premises permitted or required in this Lease only if Lessee accepts terms and conditions which, in the reasonable judgment of Lessee, will increase the total cost of operations by a material amount over the total amount budgeted by Lessee, Lessee shall have the right, upon delivery of written notice to Lessor not more than thirty-six (36) months following the Commencement Date, to terminate this Lease and all further liability and obligation to Lessor hereunder, provided Lessee shall first reimburse Lessor for Lessor's reasonable out-of-pocket engineering and legal expenses incurred in the negotiation and preparation of this Lease and in the fulfillment of all obligations of Lessor under this Lease.

12. Signs and Lighting

Lessee shall not post, install, erect or operate any light, sign, placard or poster on any part of the Leased Premises without complying with all applicable laws, rules, regulations and ordinances, including without limitation the ordinances of the Lessor, and without the prior approval of the FAA with respect to lighting. Lighting shall not be confusing, blinding, or inhibiting to aircraft landing at Airport as determined by the FAA and the Lessor in their sole discretion. If after installing such lighting, either the FAA or Grantor determines that such lights are confusing, blinding, or inhibiting to aircraft landing at Airport, then Lessee shall take such actions as are necessary to correct such problem, including redesigning, replacing or removing of such lighting. If Lessee fails to take such actions as are necessary to correct such problem, Lessor may, at Lessor's option, enter upon the Leased Premises and correct such problem, and the cost thereof, together with any attorneys fees and costs plus interest thereon at the rate of eighteen percent (18%) per annum, shall be due and payable as additional Rent to the Lessor.

13. Nondiscrimination

a. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

    i. no person shall be excluded from participation in regard to the services to be performed, denied the benefits of these services, or be otherwise subjected to discrimination on the basis of race, creed, color, national origin, disability, religion, ancestry, age, sex, marital status, military status or unfavorable discharge from military status;

    ii. no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over or under the Leased Premises, or in the furnishing of services thereon, on the basis of race, creed, color or national origin, disability, religion, ancestry, age, sex, marital status, military status or unfavorable discharge from military status;

    iii. Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil-

Rights Act of 1964 § 601 (42 U.S.C. § 2000d), Title V of the Rehabilitation Act § 504 (29 U.S.C. § 794), and by the Regulations of the Office of the Secretary of Transportation (49 C.F.R. Part 21, 49 C.F.R. Part 27) and the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.).

b. Lessee shall furnish its accommodations and services at a fair, reasonable and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, however, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

c. Noncompliance with Subsections (a) or (b) above shall constitute a material breach hereof, and, in the event of such noncompliance:

   i. the Lessor shall have the right to terminate this Lease without liability therefore, or

   ii. either the Lessor, the United States or the State of Illinois shall have the right to judicially enforce Subsections (a) or (b).

d. The Lessee covenants that it will undertake any affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee covenants that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

e. Lessee assures that it shall furnish to the United States Government, or the Lessor, whichever is required, any and all documents, reports and records; including but not limited to any affirmative action plan, Form EEO-1, the submission of which are required by 14 CFR Part 152, Subpart E.

14. <u>Assignment, Mortgage or Subletting</u>

a. <u>Assignment</u>. Lessee agrees that it will not without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed, transfer or assign (collectively "Assign" or "Assignment"), this Lease or any part thereof, or any rights hereunder. Lessor shall not be deemed to be unreasonable in the withholding of consent if it conditions its consent upon any one or all of the following:

i. In the case of a proposed Assignment, Lessor's reasonable determination that the proposed assignee is reputable, and has the knowledge, experience and financial capacity necessary to conduct the activities permitted hereunder;

ii. Lessee shall be required to reimburse Lessor for its reasonable out of pocket attorneys' fees and other expenses incurred in connection with the proposed transaction; and

iii. The contemplated operations of and the use of the Leased Premises by the proposed assignee shall be substantially similar to those of the Lessee or as otherwise permitted herein;

b. Affect of Improper Assignment and Non-Release of Lessee. An Assignment of this Lease, or any rights of Lessee hereunder without Lessor's prior written consent, shall be null and void and shall entitle the Lessor, at its option, to forthwith terminate this Lease upon written notice to Lessee. The acceptance of Rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to an Assignment or Sublease shall not be deemed to be a consent to any subsequent Assignment or Sublease.

c. Assignor's Continuing Liability. On the effective date of any Assignment by the Lessor as provided herein, the assignee shall be bound by all the terms, conditions and provisions of this Lease, and shall be obligated to perform all of the covenants and obligations of the Lessee hereunder. Upon expiration of a period of two (2) years from the effective date of such Assignment, the Lessee shall, without any further action required of Lessor, be released from all covenants and obligations set forth herein that arose or first accrued after the date of such release, and shall no longer be bound by the terms, provisions and conditions of this Lease; provided, however, that such release shall not become effective if, and for so long as, default on the part of the Lessee (or assignee) exists under this Lease. During the period during which the Lessee remains liable for the assignee's liabilities hereunder, the Lessor shall give the Lessee a copy of any notice of default sent to the assignee. Failure to give the Lessee a copy of the notice of default shall not prevent the Lessor from exercising all remedies against the assignee.

d. Partial Assignment. So long as the Lessee is not in default hereunder, the Lessee may, with the prior written approval of the Lessor, which approval shall not be unreasonably withheld or delayed, assign a portion or portions (but less than substantially all) of the Leased Premises to a person, partnership, firm or corporation providing one or more of the services permitted by Section 2 hereof or to any such parties utilizing the Lessee's Real Estate as set forth in the Access Agreement; provided, that no approval from the Lessor shall be required if the proposed assignee will use the assigned Lease only for storage and maintenance of its own aircraft. The Lessee hereby assigns to Lessor the Lessee's rights (as assignor) under any assignment of the Leased Premises as security for the Lessee's obligations under this Lease, and the Lessee shall cause each assignee of the Leased Premises to execute a written instrument, in form and substance satisfactory to the Lessor, under which the assignee agrees to attorn to the Lessor in the event of a default by the Lessee under this Lease. In addition to the foregoing, Lessee shall have the right to assign Lessee's interest in this Lease with notice to Lessor but without any requirement that Lessee obtain Lessor's consent, to any party to which Lessee has a right to transfer its interest in the Access Agreement or to which Lessee transfers its interest in the Access Agreement with Lessor's consent.

e. Complete Assignment. So long as the Lessee is not in default hereunder, the Lessee may, with the prior written approval of the Lessor, assign substantially all of the rights under this Lease, to any party to whom it may Assign this Lease pursuant to Subsection 14(a), provided that an assignment of substantially all of the Leased Premises shall be treated the same as an Assignment of this Lease, and shall be subject to all of the provisions of this Section 14 insofar as they relate to an Assignment.

f. Lessee Not Released. No approval by the Lessor to any assignment by the Lessee of all or a portion of the Leased Premises shall in any way relieve the Lessee of any of its obligations to the Lessor set forth or arising under this Lease.

g. Lessor's Right to Collect Rent. If the Lessee Assigns this Lease in violation of this Section 14, or if the Leased Premises are occupied by anyone other than the Lessee, the Lessor may collect from any assignee or anyone who claims a right to this Lease or who occupies the Leased Premises any charges or fees payable by it and may apply the net amount collected to the Rent payable hereunder. No such collection shall be deemed a waiver by the Lessor of the agreements contained in this Section nor of acceptance by the Lessor of any Assignee, claimant or occupant, nor as a release of the Lessee by the Lessor from the further performance by the Lessee of the agreements contained herein.

15. Damage or Destruction

a. Duty to Reconstruct. If the Leased Premises are damaged or destroyed during the term of this Lease, Lessee shall, except as hereinafter provided, diligently repair or rebuild the Leased Premises to substantially the condition which existed immediately prior to such damage or destruction.

b. Substantial Destruction. If the Improvements or any part of them is damaged or destroyed to the extent that Lessee's licensed architect or civil engineer determines in writing that Lessee cannot, with reasonable diligence, fully repair or restore the Improvements within one hundred eighty (180) days after the date of the damage or destruction, Lessee shall have the option to terminate this Lease. Lessee shall notify Lessor of its determination, in writing, within ninety (90) days after the date of the damage or destruction. In the event the Improvements are not reconstructed Lessee shall remove the damaged Improvement and debris resulting therefrom and restore the surface condition of the Leased Premises to its condition existing as of the Commencement Date and this Lease will terminate on the date such surface condition reconstruction is completed. All insurance proceeds shall be payable to Lessee in the event the Improvements are not reconstructed, provided Lessee shall have complied with the provisions of this Subsection.

c. Rent. Rent shall not abate during the period the Improvements are being removed, repaired or reconstructed.

16. **Lessee's Default and Lessor's Remedies**

a. Lessee's Defaults. Each of the following shall constitute a default of Lessee ("Default"):

i. Lessee's failure to pay Rent or any other amount due hereunder within ten (10) days after written notice thereof to Lessee; provided, however, that if within the preceding twelve (12) month period, the Lessor has given the Lessee two (2) or more notices of past-due fees, then no further notice or demand from the Lessor for payment shall be necessary;

ii. Lessee's failure to perform or observe any other obligation imposed hereunder after a period of thirty (30) days after Lessor gives notice to Lessee setting forth in reasonable detail the nature and extent of the failure (provided however that the Lessee shall immediately cure such default if a hazardous condition exists and provided further that, in the event of a non-hazardous, non-monetary default which cannot reasonably be cured within thirty (30) days, the Lessee shall not be deemed in default if within the thirty (30) day period following Lessor's notice the Lessee commences to cure such default and thereafter diligently prosecutes such cure to completion);

iii. Lessee's abandoning or vacating the Leased Premises;

iv. Any proceedings under the United States Bankruptcy Code or any amendment thereto shall be commenced by or against Lessee and, if against Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization;

v. Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors;

vi. If a receiver is appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the Leased Premises or the business conducted thereon by Lessee, and such receiver is not discharged within a period of sixty (60) days after his appointment; or

vii. Lessee makes any Assignment prohibited by the provisions of this Lease; then such an event shall be deemed to constitute a breach of this Lease by Lessee and Lessor may, with notice to Lessee, terminate this Lease and all rights of Lessee in and to the Leased Premises and also the rights of any and all persons claiming under Lessee.

viii. Any event of default remaining uncured after the expiration of any applicable cure period pursuant to the Access Agreement.

b. Remedies. Lessor in addition to the remedies given in this Lease or under the law, may do any one or more of the following if Lessee commits a Default under Subsection (a):

i. Terminate this Lease by giving written notice thereof to Lessee, and Lessee shall then peaceably surrender the Leased Premises to Lessor;

ii. Enter and take possession of the Leased Premises with process of law and remove Lessee, with or without having ended this Lease; and

iii. In the event of a Default under the terms and conditions set forth in Section 6 herein, Lessor shall have the right, at Lessor's option, upon ten (10) days prior written notice, to either terminate this Lease and require removal of the Improvements at Lessee's sole expense, or complete construction of the Improvements in accordance with the agreed upon plans and specifications at the sole expense of the Lessee.

Lessee waives claims for damages by reason of Lessor's re-entry or repossession and for damages by reason of any legal process other than to the extent caused by the gross negligence or willful misconduct of it's Lessor, it's officers, agent or employees.

c. No Surrender. Lessor's exercise of any of its remedies or its receipt of Lessee's keys shall not be considered an acceptance or surrender of the Leased Premises by Lessee. A surrender must be agreed to in writing and signed by both parties.

d. Rent. If, because of Lessee's Default, Lessor terminates this Lease or Lessee's right to possess the Leased Premises, Lessor may hold Lessee liable for Rent and additional charges accruing to the date this Lease terminates. Lessee shall also be liable for all Rents and other amounts that would otherwise have been payable by Lessee during the remainder of the then existing term had there been no Default, reduced by any sums Lessor receives by reletting the Leased Premises during the term.

e. Other Expenses. In the event of Default, Lessee shall be liable for and shall pay and hold Lessor harmless from all reasonable costs, expenses and attorneys' fees incurred by Lessor on account of Lessee's Default, which sums shall become due and payable immediately upon written demand. Such costs and expenses shall include but not be limited to the cost of removing and storing Lessee's property and the cost of repairs, alterations and remodeling necessary to put the Leased Premises in the condition existing immediately following construction of the Improvements, reasonable wear and tear excepted.

17. Lessor's Default's and Lessee's Remedies

In the event that Lessor fails to perform all of its obligations or fails to comply with any of its covenants set forth in this Lease, the Lessor shall be deemed to be in default. Upon default of the Lessor, the Lessee shall give the Lessor written notice thereof. Lessor's failure to perform or observe any other obligation imposed hereunder after a period of thirty (30) days after Lessee gives notice to Lessor setting forth in reasonable detail the nature and extent of the failure (provided however that the Lessor shall immediately cure such default if a hazardous condition exists and provided further that, in the event of a non-hazardous, non-monetary default which cannot reasonably be cured within thirty (30) days, the Lessor shall not be deemed in default if within the thirty (30) day period following Lessee's notice the Lessor commences to cure such default and thereafter diligently prosecutes such cure to completion); the Lessee shall be entitled to seek injunctive relief to cause the Lessor to cure such default, may pursue an action at law for damages caused by the default, and may recover all of the Lessee's costs, charges and expenses, including, without limitation, court costs, charges and expenses, including, without limitation, court costs and attorneys' fees. incurred in enforcing the Lessor's obligations. At such time as the Lessee obtains a money judgment against the Lessor awarded by a court of competent jurisdiction and the Lessor has exhausted all appeal rights in connection with such judgment, the Lessee may terminate this Lease if the Lessor fails or refuses to satisfy such judgment within thirty (30) days thereafter.

In the event of a default by the Lessor which cannot reasonably be cured within thirty (30) days, the Lessor shall not be deemed to be in default if within such thirty (30) days the Lessor commences to cure such default and thereafter diligently prosecutes such cure to completion.

18. Reservation of Aviation Easement and Aerial Approach

a. Covenant Not to Erect. Lessee hereby covenants and agrees that the Lessee will not hereafter cause or permit the erection or location of any structure or object upon the Leased Premises to a height which would penetrate the imaginary surfaces described in Part 77a of the Federal Aviation Regulations.

b. Covenant to Remove. Lessee covenants to take any action within its control to prevent the erection or growth of any structure, tree or other object into the air space above the Leased Premises at or above the elevation described in Subsection (a), and to abate and remove from such air space any and all structures, trees, or other objects that may at any time project or extend above the Leased Premises at such elevations.

c. Grant of Easement and Rights to Lessor. Lessee grants and conveys to the Lessor its agents, contractors, servants, and employees an initial and continuing right and easement to take any action necessary to prevent the erection of any structure or other object into the air space above the Leased Premises at or above the elevation described in Subsection (a), any and all structures or other objects that may at any time project or extend above the Leased Premises at such elevations, together with the right upon reasonable notice to ingress to, egress from, and passage over the Leased Premises, for such purposes. Lessee grants and conveys to the Lessor, its agents, contractors, servants, and employees an initial and continuing right and easement to abate and remove from such air space, any and all structures or other objects that may at any time project or extend above the Leased Premises together with the right to ingress to, egress from, and passage over the Leased Premises, for such purposes, provided Lessor has given Lessee not less than twenty-one (21) days written notice of its intention to abate and remove such structures or other objects and Lessee has failed to complete abatement and removal within such time. One hundred ten percent (110%) of the cost of all expenses associated with the abatement and removal from such air space of structures or other objects shall be the responsibility of Lessee.

d. Grant of Easement and Rights to Public. Lessee further grants unto the Lessor, its successors, and assigns, for the benefit of the general public at large, an easement and a continuing right of way for the free and unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across the Leased Premises at and above the elevation described in Subsection (a).

e. Covenant to Prevent Electronic Interference. Lessee shall not hereafter use or permit or suffer use of the premises in such manner as to create electrical or electronic interference with radio transmission and reception between radio-communications and air-navigation installations on or in the Airport and aircraft, or as to make it difficult for flyers to distinguish between Airport lights and others, or as to result in the glare in the eyes of flyers using the Airport, or as to impair the visibility in the vicinity of the Airport (e.g., by discharge of particular matter), or as otherwise to endanger the landing, takeoff, or maneuvering of aircraft.

f. Aerial Approach. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the Licensed Premises which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

19. Limitations of Rights and Privileges Granted

Except for the exclusive right of the Lessee to possession and quiet enjoyment of the Leased Premises for the purposes described herein and the right of ingress and egress thereto, no rights of any kind or type at the Airport are granted by this Lease including any exclusive right within the meaning of 29 USCS § 40103(e), and other applicable sections of the Federal Aviation Act, as amended, and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Lease, or by any provision hereof, than the rights and privileges expressly and specifically granted hereby.

20. Condemnation

In the event the Leased Premises or any part thereof shall be condemned and taken by authority of eminent domain for any purpose during the term of this Lease or sold to such authority in lieu of a taking (collectively, a "Condemnation"), any award shall be paid to the Lessor, it being understood that title to all real property and all improvements thereon shall be fully vested in the Lessor free and clear of any liens and encumbrances. Notwithstanding the foregoing, the Lessee shall be entitled to any award for the value of the unexpired portion of the term of this Lease and Lessee shall be entitled to an amount equal to the unamortized cost (as reflected on the books of Lessee) of the Improvements and any other buildings, structures or fixtures constructed or installed on the Leased Premises by the Lessee with the approval of Lessor. In any event, the Lessee, consistent with its rights under applicable law, may appear in any condemnation proceeding and recover damages for loss of the Lessee's personal property and moving expenses, if any, arising from such condemnation. The Rent for that portion of the Leased Premises condemned shall be abated from the date that the Lessee is dispossessed therefrom. If all of the Leased Premises is condemned, or if only a portion of the Leased Premises is condemned and the remaining portion of the Leased Premises does not in the Lessee's reasonable judgment constitute an economically viable property sufficient for Lessee's operations as conducted prior to such taking, this Lease may be terminated by the Lessor or the Lessee upon written notice to the other in which event all of the Lessee's rights and unaccrued obligations hereunder shall be extinguished.

21. Subordination

This Lease is and shall be subordinate to existing and future agreements between the Lessor, the City of Prospect Heights, and/or the Village of Wheeling and the United States or the State of Illinois relative to the operation, management, planning, development or maintenance of the Airport.

22. Rates and Charges; Operation of Airport

Lessor acknowledges and affirms grant assurances given by Lessor to the Federal Aviation Administration that each fixed-based operator at the Airport shall be subject to the same rates, lease and license fees and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of the Airport and utilizing the same or similar facilities. The Lessor covenants and agrees that during the Term of this Lease the Lessor will operate the Airport as such in accordance with industry standards for the use and benefit of the public; provided, however, that the Lessor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

23. National Emergency

In the event possession of the Leased Premises and the Improvements thereon is assumed by the United States of America under any emergency powers, the Rent due under this Lease shall abate for the period of such possession. In such event, the Lessee shall not be responsible for any of the other covenants in this Lease until possession by the United States of America shall terminate. Further, in the event that Lessee shall be reimbursed by the United States of America for its assumption of possession, then the Rent provisions of this Lease shall remain in effect; provided, however, that if said reimbursement is less than the amount of Rent and other payments herein provided, the Lessee shall be required to pay to the Lessor only such amount of reimbursement as it shall receive from the United States of America.

24. F.A.A. and Airport Instruments

The Federal Aviation Administration and the Lessor are hereby granted the right and privilege by the Lessee to place on and around the Leased Premises, without cost to the Lessee, whatever instruments and equipment they desire during the term of this Lease, so long as said instruments or equipment do not interfere with the intended use of the Leased Premises by the Lessee or the right of ingress or egress to and from the Leased Premises by Lessee, its tenants, guests, business invitees or the public at large.

25. **<u>Laws, Rules, Regulations, Ordinances and Environmental Laws</u>**

a. <u>Laws, Rules, Regulations and Ordinances</u>. During the term of this Lease, Lessee agrees to abide by all applicable laws, ordinances, rules and regulations established by the United States of America, State of Illinois, County of Cook, City of Prospect Heights, Village of Wheeling, Chicago Executive Airport Commission, Federal Aviation Administration or its successors or the Division of Aeronautics of the Department of Transportation of the State of Illinois or its successors, including all amendments thereto ("Regulations") presently in force or that may be enacted during the term of this Lease. The Regulations are hereby incorporated into this Lease. The occupancy and use by Lessee of the Leased Premises and the rights herein conferred upon Lessee shall be subject to valid rules and regulations as are now or may hereafter be prescribed by the Lessor to the lawful exercise of its powers; provided, however, that no such rule or regulation shall be of such nature as to interfere with or cause any derogation or infringement with or upon the rights or privileges herein in this Lease granted to Lessee. Lessee shall keep all equipment necessary in the conduct of its operations in good and safe operating condition, meeting all insurance codes; and secure all licenses and permits required for the operation of its business, operations and equipment. Lessee shall provide Lessor upon request copies of all licenses and permits required for conduct of its operations.

Nothing herein shall be construed as estopping or preventing the Lessee from contesting, in good faith, the validity or applicability to the Lessee's operations hereunder of any such law, ordinance, rule, or regulation, and the Lessee shall be entitled to exhaust any appeal rights in connection with such challenge.

b. <u>Environmental Laws</u>. Lessee shall, at Lessee's own expense, comply with all present and hereinafter enacted environmental laws, statutes, regulations or ordinances of any type, kind or sort (any amendments thereto) which may affect Lessee's operations upon the Leased Premises during the term of this Lease (or any extension thereto).

No goods, merchandise or material shall be kept, stored or sold in or on the Leased Premises which are explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon except for those moving in transport or necessary to engage in those activities expressly permitted in this Lease which are in compliance with all regulations governing the transportation and storage of such materials; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon. Nothing shall be done on the Leased Premises, other than as provided for in this Lease, which will increase the rate of or suspend the insurance upon said Leased Premises or to structures of Lessor. If Lessee causes any hazardous or toxic materials or substance to be spilled or placed at any time in, under or about the Leased Premises in quantities which either: (1) exceed permissible levels as defined by any applicable governmental rule, order, statute, regulation or other governmental requirement, as then in effect; or (2) pose a threat to the health and/or safety of any employee, customer and/or invitee of either Lessor or Lessee, as reasonably determined by Lessor, Lessee shall at Lessee's expense, properly remove and dispose of or otherwise remedy, as the case may require, the same. If more than one such governmental requirement shall apply, Lessee shall comply with the most stringent of such requirements.

Lessee also specifically warrants that it shall immediately notify Lessor of (a) any correspondence or communication from any governmental entity regarding the application of environmental laws to the Leased Premises, or Lessee's operations upon the Leased Premises, and (b) any change in Lessee's operation upon the Leased Premises that would change or has the potential to change Lessee's or Lessor's obligations and/or liabilities under any environmental laws, statutes, regulations or ordinances of any type, kind or short (and any amendments thereto).

In addition, Lessee covenants and agrees to indemnify and hold harmless Lessor, its employees, agents, successors and assigns from and against any and all loss, damage and expense (including, but not limited to, reasonable investigation, legal fees and expenses) including, but not limited to, any claim or action for injury, liability, or damage to persons or property, or any and all claims or actions brought by any person, firm, governmental body or other entity, alleging or resulting from or arising from or in connection with contamination of or adverse effects upon the environment, or in violation of any environmental law or other statute or ordinance, rule, regulation, judgment or order of any governmental or judicial entity, and from and against any damages, liabilities, costs and penalties assessed as a result of any activity or operation on the Leased Premises during the term of this Lease. Lessee's obligations and liabilities under this Subsection shall continue for so long as Lessor bears any potential liability or responsibility under any environmental laws for any activity or operation on the Leased Premises during the Term of this Lease.

Lessor shall have the right to immediately seek to enjoin any such conduct, actions or operations of Lessee upon the Leased Premises which may cause or have the potential to cause or raise the substantial likelihood that violations of any such environmental laws, statutes, ordinances, regulations, etc. will be violated.

Notwithstanding the foregoing, Lessee shall not be responsible for indemnifying Lessor for the consequences of any act or omission of any other tenant, Lessee or invitee of Lessor or any other commercial operator at the Airport who enters upon the Leased Premises unless such party is requested or permitted to do so by Lessee.

26. Surrender of Leased Premises by Lessee

Upon the expiration or other termination of the term of this Lease, Lessee shall quit and surrender the Leased Premises to the Lessor broom clean, in good order and condition, ordinary wear excepted, and Lessee shall remove all of its property. Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Lessee shall be liable for all expenditures incurred for breach of this covenant, including, but not limited to, attorneys' fees and other costs.

27. Right of Entry Reserved

Lessor, through its agents, employees, representatives, and contractors, shall have the right at reasonable times and upon reasonable notice to be not less than twenty (24) hours, except in the case of an emergency, to Lessee, to enter in, upon, and under all portions of the Leased Premises to make ordinary inspections, to observe the performance by Lessee of its obligations under this Lease, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the Leased Premises, to undertake other non-emergency activities or do any other act or thing which the Lessor may be obligated or have the right to do under this Lease or otherwise. Provided, however, that nothing in this Section shall be construed to limit or diminish the Lessor's right of entry at any time in the event of an emergency.

Unless specifically provided in this Lease, no abatement of any payments by the Lessee shall be claimed by or allowed to the Lessee by reason of the exercise by the Lessor of any of the rights set forth in this Section or in any other provision of this Lease. Provided further that, barring an emergency, Lessor's right of entry shall not unreasonably interfere with Lessee's use of the Leased Premises.

Nothing herein is intended or shall be construed to obligate the Lessor to construct, maintain, repair, replace alter, add to, or impose the Leased Premises or any portion thereof, or to impose upon the Lessor any liability for any failure to do so.

28. Financial Statements and Reports

Lessee covenants to furnish the Airport Manager, upon request and within ninety (90) days of the end of its fiscal year, financial statements and all reports of payment of any applicable taxes for operations conducted solely within the confines of the Chicago Executive Airport. The financial statements shall be prepared by an independent Certified Public Accountant and shall include, but not be limited to, a balance sheet, income statement and statement of changes in financial position.

29. General Provisions

a. Incorporation of Primary Guiding Documents. (i) the Airport Rules and Regulations, (ii) Lease Rates and Charges Policy, (iii) General Provisions and Definitions, and (iv) General Aviation Minimum Standards (hereinafter, collectively "the Primary Guiding Documents") as amended are hereby incorporated herein and made part of this Lease. In the event of any inconsistencies, the higher or more restrictive standard shall apply.

b. Recordation of Memorandum of Lease. This Lease shall not be recorded; only a memorandum of this Lease may be recorded. The parties shall execute and acknowledge before a notary public the memorandum in form and substance as mutually agreed reflecting Lessee's rights under this Lease sufficient to give constructive notice of the Lease to subsequent purchasers.

c. Integration. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto with respect to the subject matter contained herein, verbal or otherwise, other than as set forth in this Lease including the exhibits hereto. All additions, changes or deletions herein were made prior to execution by either party, except that additions, changes or deletions made after execution by one party and before execution by the other shall be marginally initialed by both parties.

d. Severability. The provisions of this Lease are severable and it is the intention of the parties hereto that if this Lease cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Lease shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.

e. Headings. The headings of the several articles, paragraphs and sections of this Lease are inserted only as a matter of convenience, and they in no way define, limit or describe the scope of intent of any provision of this Lease, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

f. Notices. All notices, consents, demands, approvals, and requests which are required or permitted to be given by either party to the other pursuant to any provision of this Lease shall be in writing, and delivered personally (including delivery by a regular messenger or courier service), by overnight express delivery, United States mail, or by facsimile transmission. Mailed notices shall be sent by United States Certified or Registered Mail, return receipt requested, postage prepaid and shall be deemed delivered upon receipt. Personally delivered notices and notices delivered by overnight delivery shall be deemed delivered at the time of actual delivery or at the time of attempted delivery (as attested in writing by the person attempting delivery) in the event the intended recipient refuses to accept delivery, and telefaxes shall be deemed delivered upon confirmation of sending. The notice addresses of the parties are as follows:

<u>If to the Lessor</u>:

Airport Manager
Chicago Executive Airport
1020 S. Plant Road
Wheeling, IL 60090
Fax: (847) 537-8183

<u>If to Lessee</u>:

Signature Flight Services Corporation
Attn: General Manager
1100 S. Milwaukee Avenue
Wheeling, IL 60090
Fax: 847-537-4188

<u>With a copy to</u>:

Signature Flight Support Corporation
Attn: Contracts
201 South Orange Avenue
Suite 1100
Orlando, FL 32801
Fax: 407-648-7352

Signature Flight Support Corporation
Attn: General Counsel
201 South Orange Avenue
Suite 1290
Orlando, FL 32801
Fax: 407-648-7352

Any party may change its notice address from time to time upon written notice given under this Lease to the other party.

g. <u>Applicable Law</u>. This Lease is entered into, is to be performed, and shall be construed and enforced in accordance with the internal laws of the State of Illinois, without regard to the conflicts of law principles of the law of such state or of any other state.

h. <u>Waivers</u>. Any term, provision or condition of this Lease may be waived in writing at any time by the party which is entitled to the benefits of such term, provision or condition. No waiver of any term, provision or condition of this Lease shall be deemed to be or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

<u>(Remainder of page intentionally left blank; signature page follows.)</u>

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year written above.

LESSOR:

Chicago Executive Airport

By:______________________________
Its Chairman

ATTEST:

By:______________________________
Its Secretary

LESSEE:

Signature Flight Support Corporation

____

____

By:______________________________
Name:____________________________
Title:_____________________________

EXHIBIT A

LEASED PREMISES

EXHIBIT B

IMPROVEMENTS

See Attached.

EXHIBIT C

INSURANCE REQUIREMENTS

Liability Insurance. Lessee shall, at Lessee's expense, during the term of this Lease maintain an insurance policy or policies providing contractual and comprehensive general liability insurance coverage for Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Leased Premises. The limits of such insurance shall be provided as set forth in the attached chart. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. Lessor reserves the right to increase the minimum limits of coverage amounts by an appropriate amount or to require such additional insurance coverage as Lessor shall determine is reasonably necessary from time to time to adequately protect the interests of Lessor when in Lessor's reasonable opinion the risks attendant to Lessee's operations under the Lease have increased. Such insurance shall include the coverages as set forth on the chart attached hereto as Schedule 1.

Property Insurance. Lessee shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Leased Premises and Improvements in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk). Lessee may obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the fixtures, inventory, and other contents of Lessee situated in the improvements, and loss of earnings should fire, water damage (from bursting pipes or leakage) or other casualty loss occur. Lessee shall look to its own respective insurance coverage for recovery of any damage to the fixtures, inventory, or other contents of the improvements and loss of earnings, and Lessee hereby waives against Lessor, to the extent such waiver does not invalidate any insurance coverage, any and all claims or demands of whatsoever nature for damage, loss or injury to the fixtures, inventory, or other contents situated in the Leased Premises and improvements located thereon which shall be caused by or result from fire, water damage or other perils, events or happenings insured.

Environmental Insurance. In addition to requirements as set forth in the attached Schedule 1 chart pertaining to environmental liability insurance, during the term of this Lease Lessee shall either (a) maintain in full force and effect a policy or policies of insurance covering loss or damage arising from an unintended discharge of fuel or other petroleum products on and from its Leased Premises, with combined single limit coverage in an amount of not less than $1,000,000, in a form and issued by a company or companies satisfactory to CEA, or (b) provide evidence satisfactory to the Airport Manager that all underground storage tanks located on the Leased Premises are operated, maintained, permitted and registered in a manner to qualify for coverage under the Leaking Underground Storage Tank Program established by the Illinois General Assembly in Title XVI of the Illinois Environmental Protection Act, or some equivalent program, and that such program is in the reasonable judgment of the Airport Manager funded at a level to assure adequate protection to Lessor from damages and claims which may arise from unintended discharges of fuel and other petroleum products on and from the Leased Premises.

Certificates of Coverage. Each policy of insurance obtained under this Lease by Lessee shall provide that it may be canceled only upon thirty (30) days written notice to Lessor. Each such policy shall also provide that it shall not be invalid to Lessor because of act or neglect of Lessee. A certificate evidencing such policy shall be delivered to Lessor prior to the Commencement Date of this Lease and shall be available for inspection by Lessor at any time during the term of this Lease. Each policy shall be renewed in a certificate evidencing the new policy shall be deposited with Lessor at least seven (7) days prior to the expiration of the old policy. Upon failure of Lessee to furnish, deliver and maintain such insurance as provided, Lessor may obtain such insurance and charge Lessee as an additional fee, the cost of the insurance plus all appropriate attorney's fees, administrative charges and incidental expenses associated with the transaction. Failure of Lessee to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Lessee from any liability under this Lease, nor shall the insurance requirements be construed to conflict with the obligations of Lessee concerning indemnification. Nothing herein contained shall prevent Lessee from taking out any other insurance for protection of its interests which it deems advisable or necessary.

Increase in Required Insurance Coverage: Lessee acknowledges that the amounts and types of insurance coverage required above are subject to review by the Lessor. The Lessee acknowledges and agrees that the Lessor hereby reserves the right to require such additional insurance coverage as Lessor shall determine is reasonably necessary from time to time to adequately protect the interests of the Lessor and Lessee.

See Schedule 1 attached hereto and incorporated herein.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

(portion of Aero Squadron property)

This Agreement for Purchase and Sale of Real Estate ("Agreement") is made as of the date last written below by and between SIGNATURE FLIGHT SUPPORT CORPORATION ("Signature" or "Seller") and the VILLAGE OF WHEELING and the CITY OF PROSPECT HEIGHTS as joint owners of CHICAGO EXECUTIVE AIRPORT ("CEA" or "Purchaser").

RECITALS

WHEREAS, Signature is or shall become the contract purchaser of approximately _____ acres of land located 1070 S. Milwaukee Avenue, Wheeling, IL at CEA, in Cook County, Illinois ("Real Estate") pursuant to a purchase and sale agreement made between Signature and The George J. Priester and Esther Noffke Partnership, L.P., an Illinois limited partnership dated _________________ ("Priester Contract"); and

WHEREAS, upon taking title to the Real Estate Seller wishes to sell and CEA wishes to purchase a portion of the Real Estate as described below.

NOW THEREFORE, the Parties, in consideration of the mutual promises made herein, agree as follows:

1. Recitals and Exhibits. The Recitals and Exhibits are incorporated herein by reference.

2. Property Description. Pursuant to this Agreement, Seller agrees to sell and Purchaser agrees to purchase, a portion of the Real Estate as more particularly described in Exhibit A which is attached hereto and incorporated herein ("Property").

3. Purchase Price. The total consideration (the "Purchase Price") to be paid by CEA to Seller for the Property shall be One Hundred Eighty Thousand Dollars ($180,000.00), plus or minus prorations as set forth herein, and other good and valuable consideration. Said Purchase Price is to be paid solely by crediting payments of Seller's Annual Access Fee as set forth in Article IV Section 2 of the Agreement for Airport Access of even date herewith, until such time as Seller has been credited $180,000.00.

4. Contingencies. Notwithstanding anything herein to the contrary, this Agreement shall be null and void unless all of the following contingencies and conditions are satisfied or waived in writing by Purchaser within the applicable time period set forth below:

   a. Inspections of the Property including but not limited to inspections of the physical and environmental condition, title, licenses, and permits ("Inspection"). Seller shall allow CEA, CEA's agents and employees, access to the Property and Improvements to conduct such physical inspections contemplated by this section of the Agreement. CEA shall indemnify, defend and hold harmless Seller and Seller's owners and employees from and against any claims arising from such entry on the Property by CEA, CEA's agent and their activities thereon. In addition, CEA shall promptly restore, or cause its agent to restore, the Property to the condition it was in prior to making any soil borings or conducting any other test or study on the Property. In the event Purchaser, in its reasonable discretion, determines that the results of such inspection are not acceptable, Purchaser may terminate this Agreement by delivering notice of such election to Seller on or before that date which is sixty (60) days following the effective date of the Priester Contract (the "Inspection Period").

b. CEA obtaining an environmental inspection of the Property, including but not limited to a Phase I Environmental Audit, the results of which are satisfactory to CEA and Illinois Department of Transportation Division of Aeronautics ("IDA"). In the event Purchaser, in its reasonable discretion, determines that the results of such inspections are not acceptable, Purchaser may terminate this Agreement by delivering notice of such election to Seller on or before the expiration of the Inspection Period.

c. Approval by IDA and/or the Federal Aviation Administration ("FAA") as applicable. In the event Purchaser has not received such approval, Purchaser may terminate this Agreement by delivering notice of such election to Seller on or before the expiration of the Inspection Period.

d. The obligations of CEA to close the transaction are subject to the Seller's execution and delivery, at closing, of an access agreement ("Access Agreement") to allow Signature to have ingress and egress access to the Real Estate across other real estate owned by CEA, upon terms substantially in the form as set out in Exhibit C, and including cross-default provisions with the Lease (defined below).

e. The obligations of CEA to close the transaction are subject to the Seller's execution and delivery, at closing, of a lease agreement ("Lease") for the use of a ramp from the Real Estate to a taxiway on CEA real estate, upon terms substantially in the form as set out in Exhibit D, and including cross-default provisions with the Access Agreement (defined above).

f. The obligations of CEA to close the transaction are further subject to CEA obtaining approval of this Agreement by its Board of Directors prior to the expiration of the Inspection Period. In the event Purchaser has not received such approval, Purchaser may terminate this Agreement by delivering notice of such election to Seller on or before the expiration of the Inspection Period.

g. Upon the timely termination of this Agreement in accordance with this Section 4, this Agreement shall terminate and thereupon neither party shall have any further rights or obligations hereunder.

5. <u>Title Insurance</u>. CEA shall obtain at CEA's expense, a title commitment, for the Property, together with legible copies of all Schedule "B" documents, (the "Title Commitment") to issue an Owner's ALTA (most recent version) Policy of title insurance with respect to the Property issued by First American Title Insurance Company ("Title Company") in an amount to be set at CEA's election. The commitment shall show merchantable title in

Seller subject only exceptions agreed upon by CEA and "Permitted Title Exceptions" as defined below. In addition, the commitment shall provide at the Closing for full extended coverage over general title exceptions contained in such policies and shall include a gap endorsement. The term "Permitted Title Exceptions" shall mean the title exceptions that CEA agrees to accept that shall include: i) public utility easements; ii) zoning and building laws, building lines, use and occupancy restrictions; iii) general real estate taxes which are not yet due and payable, subject to proration as set forth in this Agreement; and iv) any other exceptions to title disclosed on the Title Commitment as to which CEA does not object in the manner provided shall be Permitted Title Exceptions.

6. Survey. CEA shall obtain at its cost and expense an ALTA Survey of the Property, prepared by an Illinois licensed surveyor, identifying the legal description for the Property and other items requested by CEA.

7. Title Objections. Within five (5) business days following delivery of the Title Commitment and/or Survey, CEA may deliver to Seller written notice (the "Title Notice") of exceptions or matters included therein as to which CEA objects (collectively, the "Non-permitted Exceptions"). Any matters set forth on the Title Notice of which Purchaser fails to deliver written objection in accordance with the foregoing, shall be deemed acceptable to Purchaser (the "Permitted Title Exceptions"). If CEA delivers the Title Notice to Seller, Seller shall have ten (10) days within which to elect, by written notice to CEA, whether to cure any Non-permitted Exceptions. If Seller fails to make such a written election, Seller shall be deemed to have elected not to cure any Non-permitted Exceptions. If Seller elects (or is deemed to have elected) not to cure any title defects, CEA shall have five (5) days within which to elect, by written notice to Seller, to either terminate this Agreement or agree to accept title subject to the title defects. If CEA fails to make such a written election, it shall be deemed to have elected to terminate this Agreement. If Seller elects to cure Non-permitted Exceptions, it shall cause the Title Company to issue an endorsement (on a form customarily used by the Title Company which is acceptable to CEA) insuring CEA against loss or damage that may result from such Non-Permitted Exceptions, at no additional cost to CEA. If the Title Company refuses to provide said endorsement, then CEA may terminate this Agreement as its sole remedy.

8. Closing. The Property shall be conveyed to CEA on a date which is simultaneous with the Seller's acquisition of the Real Estate pursuant to the Priester Contract ("Closing"). The Closing shall take place at the offices of First American Title Insurance Company ("Title Company"), or such other location as is acceptable to both parties.

   a. At Closing, Seller shall deliver to CEA the following (to the extent the following list includes documents and instruments, they shall be subject to CEA and/or IDA's prior review and approval):

      i. a recordable Special Warranty Deed conveying title to CEA, with all documentary stamps affixed thereto, free and clear of any and all liens, special encumbrances, covenants, conditions and restrictions, except for "Permitted Title Exceptions", as defined in Paragraph 6 above;

ii. possession of the Property;

iii. an affidavit of Seller certifying that Seller is not a "foreign" person for purposes of Section 1445 of the Internal Revenue Code of 1986, as amended;

iv. an Affidavit of Title;

v. the ALTA owner's fee policy of title insurance for the Property insuring title to the Property being acquired to be in the name of CEA in an amount not less than the Purchase Price of the Property that is subject only to Permitted Title Exceptions and otherwise consistent with the Title Commitment referred to in Section 6 of this Agreement or, in the alternative, the Title Company shall be prepared to issue at Closing an irrevocable commitment for the issuance thereof showing that all requirements have been satisfied, as defined in Paragraph 6 below, the premium for such title policy to be at CEA's expense;

vi. the Access Agreement;

vii. the Lease;

viii. such other documents and certificates as CEA or the Title Company may reasonably request in order to consummate the transactions described herein.

b. At Closing, CEA shall deliver or cause to be delivered to Seller such other documents and certificates as Seller or the title insurer may reasonably request in order to consummate the transactions described herein.

c. Seller and CEA at Closing shall jointly execute and deliver the following:

i. a closing statement prepared in accordance with this Agreement;

ii. all real estate tax declarations, statements, or certificates required by any applicable laws;

iii. an ALTA Loan and Extended Coverage Owners Policy Statement;

iv. the Access Agreement;

v. the Lease.

d. Prorations, Closing Costs and Escrows.

i. Transfer Tax. Purchaser shall pay the amount of any stamp or transfer tax, if any, imposed by state or county law, if any. Both parties agree to execute and deliver such transfer tax forms or declarations as may be necessary.

ii. Real Estate Taxes. Seller shall pay in full all general taxes and all installments of special assessments of whatever kind, due and payable with respect to the Real Estate for 2013 and shall provide a credit to Purchaser for real estate taxes accruing through the Closing. General real estate taxes for the year or years which are, as of the Closing, a lien on the Property, but not yet due and payable shall be apportioned and prorated as of the Closing based upon 110% of the most recent ascertainable complete bills therefore, and CEA shall be given a credit against the Purchase Price in the amount of Seller's share thereof. Further, Seller and Purchaser acknowledge and agree that Property is included within two property tax identification numbers and, as such, the foregoing pro-ration shall be performed on a per square foot prorate basis. For each tax year for which taxes are prorated as provided in the immediately preceding sentence, Purchaser and Seller shall reprorate such general real estate taxes within thirty (30) days after receipt of the actual final bills therefore if said amount differs by 5% or more. Following closing, the Seller and Purchaser shall use commercially reasonable efforts to cause the Real Estate and the Property to be assigned separate and distinct parcel identification numbers.

iii. Recording Costs. CEA shall bear the cost of recording the Special Warranty Deed.

iv. Title Company Fees and Costs. The closing fee of the Title Company shall be paid by CEA and the cost of the owner's title commitment and the Title Policy including endorsements as set forth in paragraph 5 shall be borne by the CEA.

9. <u>Warranties</u>.

a. Seller warrants as of Closing that:

i. Title. Seller has good, marketable and insurable title to the Property, free and clear of all mortgages, liens, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights of way, and easements not of record.

ii. Legal Matters. There is no pending or, to Seller's actual knowledge, threatened action, suit, or proceeding, affecting any portion of the Property.

iii. Seller's Authority. Seller has legal power, right and authority to enter into this Agreement and consummate the transactions contemplated hereby.

iv. Taxes, Special Taxes or Assessments. Seller has paid all taxes and assessments which may be due and owing on the Property. Except as set forth in Section 8(d)(ii) above, there is not presently assessed, levied, pending or, to Seller's actual knowledge, threatened, any special real estate taxes or assessments of any nature with respect to the Property or any part thereof.

Except as may be set forth above, Purchaser acknowledges and agrees that the conveyance of the Property shall be made on an "as-is" "where-is" basis.

b. Survival and Accuracy of Warranties. These representations and warranties shall survive Closing. In the event that any of the warranties shall be discovered by CEA or Seller prior to Closing to be inaccurate as to effect CEA's interest in the Property in an adverse way, that party shall have ten (10) days within which to cure such breach, and in the event that Seller shall fail to correct such breach within the ten (10) day period, CEA, at is sole discretion may terminate this Agreement by notice thereof in writing to Seller or may waive the default and proceed to Closing in accordance with the terms hereof.

10. Default and Remedy.

a. Seller's Failure to Perform. If Seller cannot deliver an executed Special Warranty Deed or other Closing document to CEA at Closing, this Agreement shall be void.

b. CEA's Failure to Perform. Should CEA fail to perform this Agreement promptly in the time and manner specified, this Agreement shall be void.

c. Remedies. The sole remedy of either of Seller or Purchaser following the failure of the other party to perform in accordance with this Agreement shall be an action for specific performance.

11. Time of the Essence. Time is of the essence of the Agreement, and of all the terms and conditions hereof.

12. Notices. All required notices shall be in writing and shall be served directly upon any one of the parties to whom the notice is directed, or the party's attorneys by (a) personal delivery, (b) regular or express mail, or (c) FAX machine. Notices shall be deemed satisfactorily delivered at the time of personal delivery, mailing or FAX transmission regardless of the time of actual receipt by the other party, or their attorney. For purposes of execution of this Agreement and providing subsequent notices and contingency removals hereto, any signed document transmitted by FAX machines shall be treated as an original document.

If to Seller:	If to CEA:
Signature Flight Support Corporation Attn: General Manager 1100 S. Milwaukee Avenue	Chicago Executive Airport 1020 Plant Road Wheeling, IL 60090

Wheeling, IL 60090
Fax: 847-537-4188

With a copy to:
Signature Flight Support Corporation
Attn: Contract
201 South Orange Avenue
Suite 1100
Orlando, FL 32801
Fax: 407-648-7352

And

Signature Flight Support Services
Attn: General Counsel
201 South Orange Avenue
Suite1290
Orlando, FL 32801
Fax: 407-648-7352

Attention: Airport Manager
Fax: 847-537-8183

With a copy to:
Hinshaw & Culbertson LLP
100 Park Avenue
P.O. Box 1389
Rockford, IL 61105
Phone: (815) 490-4900; Fax: (815)490-4901
Attention: Mr. Thomas J. Lester

13. Effectiveness. Following execution by the last party, this Agreement shall be deemed effective only upon delivery to the other party, as provided for notices in the preceding paragraph. This document represents the entire agreement between the parties, may not be amended except by mutual written consent of the partics, and shall be binding upon the parties, their heirs, successors and assigns.

14. Partial Invalidity. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance or any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

16. Survival. The indemnifications, covenants, presentations and warranties made herein shall survive the Closing and the recording of the Special Warranty Deed for a period of one (1) year and this Agreement shall extend to the respective successors, heirs and assigns of Seller and CEA.

17. Professional Fees. In the event of the bringing of any action by a party hereto against another party hereunder by reason of any breach of any of the covenants, contracts, or provisions on the part of the other party rising out of this Agreement, then in that event

the prevailing party shall be entitled to have and recover of and from the other party all reasonable costs and expenses of the action, including actual attorney's fees resulting therefrom.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

19. Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall together constitute one and the same agreement.

20. Captions. The captions in this Agreement are inserted only as matter of convenience and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

21. Construction. The parties acknowledge that CEA and its counsel have received and approved this Agreement and that Seller has received this Agreement, has had full opportunity to consult with legal counsel with regard to this Agreement, and has approved this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments thereto.

22. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing this Agreement, then performance of such act shall be excused for the period of the delay and the period of any such act shall be extended for a period equivalent to the period of such delay.

(Remainder of page intentionally left blank; signature page follows.)

IN WITNESS WHEREOF, the parties executed this document as of the date last written below:

SELLER
SIGNATURE FLIGHT SUPPORT SERVICES

By:________________________

Its:________________________

Date:________________________

PURCHASER
CHICAGO EXECUTIVE AIRPORT

By:________________________

Its: ________________________

Date: ________________________

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE SIGNATURE IS BUYING

(To be provided confirmed)

________________________ in Cook County, Illinois.

Parcel Identification Number:

Part of 03-13-300-007-0000

EXHIBIT B

LEGAL DESCRIPTION OF REAL ESTATE CEA IS BUYING

EXHIBIT C

ACCESS AGREEMENT

EXHIBIT D

LEASE FOR RAMP

EXHIBIT E

TOWER ROAD EASEMENT

ORIGINAL PARCEL 3

THAT PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 AND OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF AFORESAID SECTION 13 BOUNDED BY A LINE DESCRIBED AS FOLLOWS : COMMENCING AT THE SOUTH EAST CORNER OF THE NORTH EAST ¼ OF THE SOUTH WEST 1/4 OF SAID SECTION 13; THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 475.30 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 63 DEGREES 06 MINUTES (MEASURED FROM SOUTH TO WEST), A DISTANCE OF 332.40 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES (MEASURED FROM EAST TO NORTH) WITH THE LAST LINE, A DISTANCE OF 432.81 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 107 DEGREES 46 MINUTES (MEASURED FROM SOUTH TO EAST) WITH THE LAST LINE, A DISTANCE OF 316.15 FEET TO THE CENTER LINE OF THE WHEELING DRAINAGE DITCH; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 104 DEGREES 31 MINUTES 52 SECONDS (MEASURED FROM WEST TO SOUTH), SAID LINE BEING THE CENTER LINE OF THE WHEELING DRAINAGE DITCH, A DISTANCE OF 514.85 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 60 DEGREES 50 MINUTES 03 SECONDS (MEASURED FROM WEST TO SOUTH) WITH THE LAST LINE, A DISTANCE OF 383.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 486.33 FEET OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 13; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 486 .33 FEET, A DISTANCE OF 139.59 FEET TO THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 11.05 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION (EXCEPTING THEREFROM SO MUCH THEREOF AS FALLS SOUTH OF THE NORTH LINE OF THE SOUTH 486 33 FEET OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 13 AFORESAID AND SAID NORTH LINE EXTENDED EASTWARD), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3 :PIN: 03-13-300-007;
172416.30 SF: 3.96 ACRES

PARCEL 3 B - CORNER SECTION OF PARCEL 3

THAT PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 AND OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF AFORESAID SECTION 13 BOUNDED BY A LINE DESCRIBED AS FOLLOWS : ....(TO BE COMPLETED)......................................
......ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3B : 25,794.70 SF; 0.592 ACRES

PARCEL 3 C - AIRCRAFT ACCESS EASEMENT

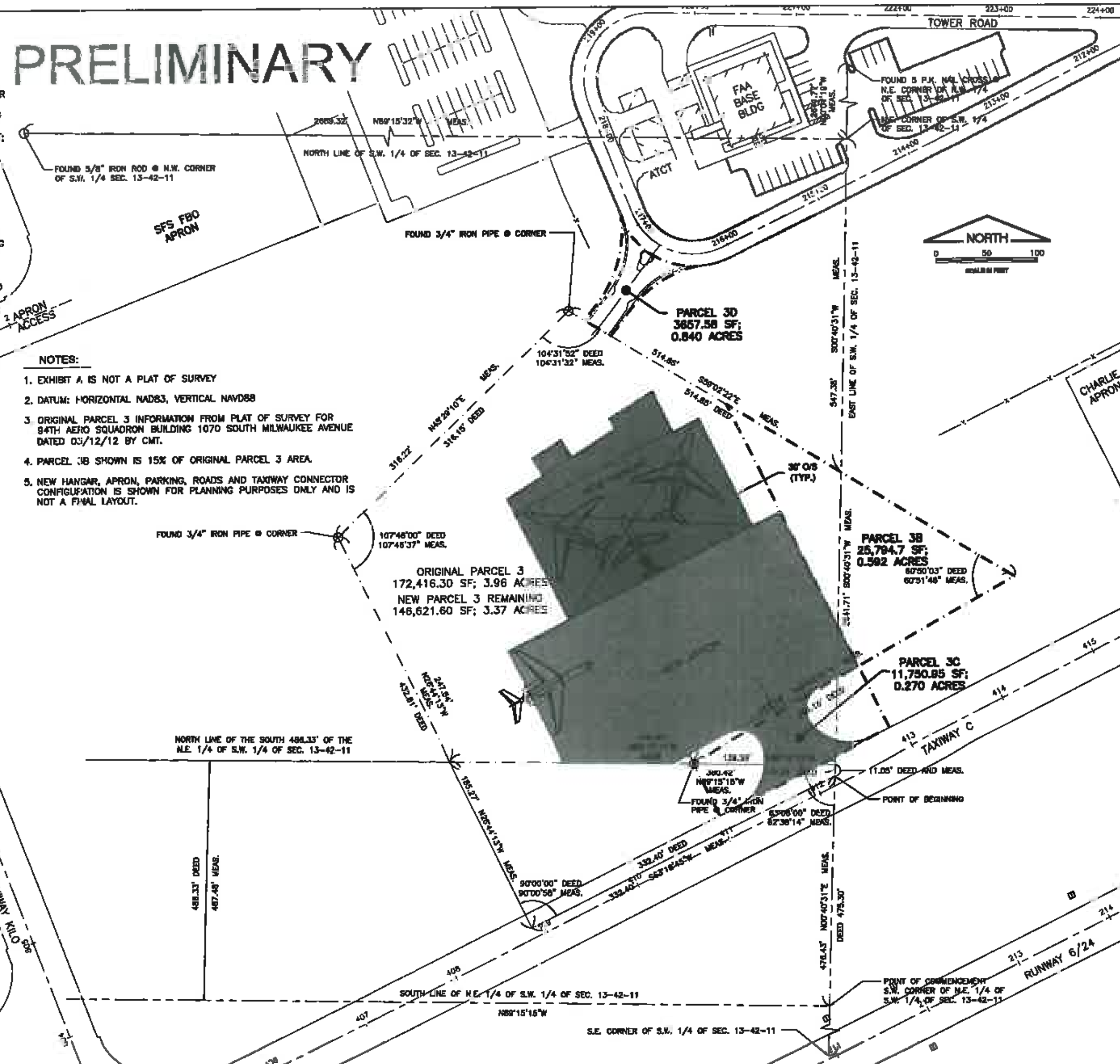
THAT PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 AND OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF AFORESAID SECTION 13 BOUNDED BY A LINE DESCRIBED AS FOLLOWS : ....(TO BE COMPLETED)......................................
......ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3C : 11750.95 SF; 0.270 ACRES

PARCEL 3 D - ACCESS DRIVE INGRESS/EGRESS EASEMENT

THAT PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 AND OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF AFORESAID SECTION 13 BOUNDED BY A LINE DESCRIBED AS FOLLOWS : ....(TO BE COMPLETED)......................................
......ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3D : 3657.58 SF; 0.840 ACRES



NOTES:

1. EXHIBIT A IS NOT A PLAT OF SURVEY
2. DATUM: HORIZONTAL NAD83, VERTICAL NAVD88
3. ORIGINAL PARCEL 3 INFORMATION FROM PLAT OF SURVEY FOR 94TH AERO SQUADRON BUILDING 1070 SOUTH MILWAUKEE AVENUE DATED 03/12/12 BY CMT.
4. PARCEL 3B SHOWN IS 15% OF ORIGINAL PARCEL 3 AREA.
5. NEW HANGAR, APRON, PARKING, ROADS AND TAXIWAY CONNECTOR CONFIGURATION IS SHOWN FOR PLANNING PURPOSES ONLY AND IS NOT A FINAL LAYOUT.

IL. CONTRACT: n/a
IL. LETTING ITEM: n/a
IL. PROJECT: n/a
A.I.P. PROJECT: n/a

SURVEY BOOK # n/a

REVISIONS

NUMBER	BY	DATE

THIS BAR IS EQUAL TO 2" AT FULL SCALE (34X22).

CHICAGO EXECUTIVE AIRPORT
WHEELING/PROSPECT HEIGHTS, ILLINOIS

EXHIBIT A
94TH AERO PARCELS 3B,3C & 3D
PRELIMINARY LEASE DESCRIPTIONS

CMT
CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS
License No. 184-000613

CHICAGO EXECUTIVE AIRPORT

DESIGN BY:	JRL / CW
DRAWN BY:	JRD
CHECKED BY:	CW
APPROVED BY:	BW
DATE:	3/12/13
JOB No:	13280-01-0

PRELIMINARY

SHEET 1 OF 1 SHEETS

O

Prospect Heights

MEMO

DATE: November 5, 2013

TO: Anne Marrin, City Administrator

FROM: Steven L. Cutaia, Acting Public Works Director

Re: Public Works facility-electronic gate

In July of this year, I was informed that there had been an extensive discussion about a need for an electronically operated gate at the Public Works Facility. The request was to have the PW entrance gate(s) open by remote control from within the vehicle. I had obtained four estimates ranging from approximately $11, 821.00 to $18,090.00.

Based upon staff recommendations, the amount, the Better Business Bureau rating of A+ and the proposal, I recommend FIRST FENCE INCORPORATED in the amount of $11, 821.00 to perform the referenced project.

"Where Quality and Service Count"

FIRST FENCE INC.

Ph. 708-547-7555 • 630-553-9594 • 847-998-1930
Fax 708-547-7580

Office / Showroom
10 North Elm Street
Hillside, IL 60162

C 773-988-3553

Plat Available For Quote ☐ Yes ☐ No

Date 10/18/13

Customer Village of Prospect Heights Job site Public Works

Address 8 N. Elmhurst Rd Address 401 Piper Lane

City Prospect Heights State ___ Zip ___ City Prospect Heights State IL Zip 60070

Fax Home # 847-590-1854 Work # (847) 398-6070 #207 Cell Job Site # 847-980-0015 Contact Steve J Cutaia

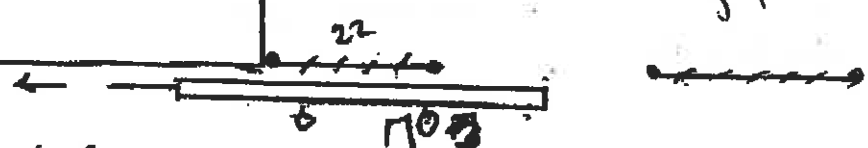
We hereby propose to furnish material and perform the labor necessary for the completion of the following:

Total footage ft.	Wood - PVC ft.	Chain link 31 ft.	Iron - Aluminum ft.
Height, Style & Color		8' cantilever gate	
Picket/ Wire Size: Spacing		9 GA 2"	
Top Finish		Knuckle	
Rails Number and Size		1 7/8	
Gates		31' L	
Terminal Post Sizes		6 5/8 X 12' L	
Intermediate Post Size			

Take Down 60 c/l ft.
Haul Away 60 c/l ft.
Haul Dirt Yes
Butt Pulls 0
Concrete Breaks 0
No. Core Drills 0
No. Asphalt Breaks 0
Underground Utilities Yes
Trim Bushes No
Follow Ground
Straight ✓ Stepped
Additional Work:

Eagle 2000 operator
50 transmitters
Wireless keypad
Photo eye
Pad

BLDG



Lifetime on workmanship
5 year on unit

New 6 5/8 posts
4- rollers
Photo eyes

Tax Exempt

Complete Price on PO # Net 30 # Dollars (11,821)

Payments as Follows: 50% Deposit Balance Due On Completion 5910 Invoice Net 30 Days ___ Financed 9 0 Days ___ Financed ___

Deposit $ 5911 Check # ___ Balance Due $ ___ Visa / Master Card / Discover # ___ Expires ___

If any construction permits are required by local ordinances, Purchaser agrees to secure and pay for said permits. The undersigned Purchaser hereby assumes full responsibility for location of property line upon which said material is to be installed and agrees to hold FIRST FENCE INC. harmless from all claims arising from questions of survey of said property or said property line. FIRST FENCE INC. is only obligated by what is written in the contract. Price quoted is for normal installation, therefore any additional items such as concrete or asphalt breaks or rough fill is discovered, or any other unique conditions involving extra labor costs additional costs are hereby authorized unless already noted. Customer hereby assumes responsibility for any stolen material or vandalism to fence during construction. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL PRIVATE ELECTRICAL LINES, SPRINKLER SYSTEMS AND GAS LINES. Failure to pay as outlined above shall void all warranties and further, FIRST FENCE INC. shall have the right to remove from Purchasers property all fencing installed by virtue of this contract and all prior payments shall be forfeited and applied as liquidating damages but shall not limit FIRST FENCE INC. from securing further payments as may be required. Purchaser also agrees to pay for all reasonable attorney fees COURT COSTS AND COLLECTION COSTS INCURRED BY FIRST FENCE INC. IN COLLECTING ANY MONEY DUE. A 25% HANDLING CHARGE WILL BE ASSESSED ON ALL CANCELLATIONS. All material guaranteed for one year or as per manufacturer, except paint or stain finishes or any locking mechanism. Installation guaranteed for the life of the fence against any defects resulting from improper workmanship, other than gates. Installation of gates guaranteed for one year.

ACCEPTANCE AND AGREEMENT TO PAY

Thank You

The above prices, specifications and conditions are satisfactory and are hereby accepted. FIRST FENCE INC. is authorized to commence work and Purchaser will provide payment as outlined above with a service charge of 1 1/2% per month (18% per year) on any unpaid balance. In the event this proposal is not approved by FIRST FENCE INC. Engineering and Credit department any payment made shall be refunded to the customer and this proposal shall become null and void.

Buyer's Signature ___ Date ___ Company Representative Kevin [signature] Date ___

See P.O.
Steve Cutaia 10-23-13

Kevin 773-988-3553

P

Prospect Heights

To: Mayor Nicholas J. Helmer, City of Prospect Heights City Council

From: Anne Marrin, City Administrator

Date: November 12, 2013

Re: Class B Liquor License-Ultra Foods

Ultra Foods has put in an application requesting a Class B liquor License for the Prospect Crossings location. Although we do not have a specific date of the opening, we wanted to place this as a first reading in front of the Council as we only have two meetings left until the new year and we have been informed by Ultra that they are looking to open in early January.

11/12/2013 Attachments: Ordinance

9

ORDINANCE NO. O-13-__

AN ORDINANCE AMENDING THE NUMBER OF CLASS B LIQUOR LICENSES

BE IT ORDAINED by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

SECTION ONE: That Title 2, Chapter 3, Section 9, "Licenses: Classes, Fees, Limitations on Number and Hours of Operation," of the Prospect Heights City Code, as amended, is hereby further amended to increase the number of licenses available as follows:

Class Of License	Annual Fee	Limitation On Number	Monday Through Thursday	Friday	Saturday	Sunday
B	$2,200.00	7	8:00 A.M. to 12:00 midnight	8:00 A.M. to 12:00 midnight	8:00 A.M. to12:00 midnight	9:00 A.M. to 12:00 midnight

SECTION TWO: 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:

NAYS:

ABSENT:

PASSED and APPROVED this __ day of ___________, ____

____
Nicholas J. Helmer, Mayor

ATTEST:

____
City Clerk

Published in pamphlet form ______________.

SVT, LLC

August 26, 2013

Mayor Nicholas J. Helmer
Liquor Control Commissioner
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070

Dear Mayor Helmer,
Attached is the Ultra Foods application for a local liquor license at 1241 North Rand Road in Prospect Heights, IL. We are seeking a license to sell packed liquor (spirits), beer and wine for off premise consumption in our retail grocery store.

If you need any further information please don't hesitate to contact me at 219-961-9200, or my assistant Ijunia at 219-961-9167.

Best Regards,

David Wilkinson
President
SVT, LLC d.b.a. Ultra Foods

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/06/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
540 W. MADISON
CHICAGO, IL 60661
Attn: chicago.CertRequest@marsh.com; Fax 212-948-0770

SVT

CONTACT NAME:
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentry Insurance A Mutual Co	24988
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SVT, LLC.
D/B/A ULTRA FOODS
2244 45TH STREET
HIGHLAND, IN 46322

COVERAGES **CERTIFICATE NUMBER:** CHI-004742329-05 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR $500,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			90-05449-02	08/01/2013	08/01/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	LIQUOR LIABILITY			90-05449-02 SIR $500,000 OCC / $1,000,000 AGG	08/01/2013	08/01/2014	EACH OCCURRENCE	1,000,000
							AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: ULTRA FOODS 1241 N. RAND ROAD PROSPECT HEIGHTS, IL 60070

THE CITY OF PROSPECT HEIGHTS IS INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY AS THEIR INTEREST MAY APPEAR, BUT ONLY TO THE EXTENT SUCH STATUS IS REQUIRED UNDER THEIR WRITTEN CONTRACT / AGREEMENT WITH THE NAMED INSURED.

CERTIFICATE HOLDER

CITY OF PROSPECT HEIGHTS
8 N. ELMHURST ROAD
PROSPECT HEIGHTS, IL 60070

2013 SEP 16 AM 9:16

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee

Manashi Mukherjee

Q

November 7, 2013

To: Mayor Nicholas J. Helmer
City of Prospect Heights City Council
Anne Marrin, City Administrator

From: Robert Sabo, Assistant to the City Administrator

Re: An Ordinance Amending the Number of Class SB Liquor Licenses for **Players Pub and Grill**

Dave Dziedzic, of Players Pub and Grill, has submit a written request applying for a class SB liquor license. A Class SB liquor license grants the holders of class A and class c licenses a special Sunday brunch SB permit to serve alcoholic beverages on Sundays between the hours of 9:00am and 12:00 noon only in connection with meal service. The SB license is an addendum to the annual liquor license and is not regarded a liquor license on its own. The annual fee for the license is $440.00. Players Pub and Grill has requested a fee waiver. The City Code governing SB permits is attached.

Sincerely,

Robert Sabo
Assistant to the City Administrator

To: City of Prospect Heights

From: Players Pub & Grill

RE: Brunch Liquor License

Players Pub & Grill would like to apply for a Brunch Liquor License for Sunday mornings. With the implementations of video poker we feel that that it is a necessity to make available our services earlier than 12pm on Sundays. Our research shows that a significant amount of gaming is done in the mornings and opening earlier would greatly increase our ability to service the gaming community. We would also like to request a waiver of the annual fee because the increased usage of gaming terminals would directly lead to an increase in realized taxes for the City of Prospect Heights.

Sincerely,

Players Pub & Grill

David Dziedzic

ORDINANCE NO. O-13-__

AN ORDINANCE AMENDING THE NUMBER OF CLASS SB LIQUOR LICENSES

BE IT ORDAINED by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

SECTION ONE: That Title 2, Chapter 3, Section 9, "Licenses: Classes, Fees, Limitations on Number and Hours of Operation," of the Prospect Heights City Code, as amended, is hereby further amended to decrease the number of licenses available as follows:

Class Of License	Annual Fee	Limitation On Number	Monday Through Thursday	Friday	Saturday	Sunday
SB	$440.00	3				9:00 A.M. to 12:00 noon

SECTION TWO: 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:

NAYS:

ABSENT:

PASSED and APPROVED this __ day of ____________, ____.

____
Nicholas J. Helmer, Mayor

ATTEST:

____
City Clerk

Published in pamphlet form __________________.

2-3-8: CLASSIFICATION OF LICENSES:

J. Sunday Brunch Permits: The local liquor control commissioner may grant to holders of class A and class C licenses a special Sunday brunch SB permit to serve alcoholic beverages on Sundays between the hours of nine o'clock (9:00) A.M. and twelve o'clock (12:00) noon. The SB permit shall be an addendum to the annual license; and, in no way, shall it be regarded as a license. Holders of such permits shall pay the fees established in section 2-3-9 of this chapter. (Ord. 0-95-44, 10-16-1995; amd. Ord. 0-09-07, 3-13-2009)

The SB permits shall be effective and concurrent with the licenses to which they apply. No such permit shall be valid in the absence of or during the revocation or suspension of the license to which it applies.

SB permits shall be issued subject to the same rules and restrictions with respect to holder qualifications, terms and conditions, and to the general requirements of this chapter which apply to the licenses. Additional restrictions are as follows:

1. SB permits shall apply only to the service of alcoholic beverages at the licensed establishment.

2. All licensed establishments holding an SB permit may provide additional alcoholic beverage service during the period between the hours of nine o'clock (9:00) A.M. and twelve o'clock (12:00) noon on Sundays only in connection with meal service.

   No person or persons shall be served alcoholic beverages in any area where meal service is not offered and available, and no person or persons shall consume alcoholic beverages during such period except in connection with a meal.

3. Service of alcoholic beverages under the SB permit is strictly prohibited in cocktail lounges, bar areas, coffee shops and other rooms or areas where complete meals are not offered and served. (Ord. 0-95-44, 10-16-1995)

R

November 7, 2013

To: Mayor Nicholas J. Helmer
City of Prospect Heights City Council
Anne Marrin, City Administrator

From: Robert Sabo, Assistant to the City Administrator

Re: Janitorial Services Contract with Crystal Maintenance Services

Staff issued a Request for Proposals for janitorial services in August, 2013. There were 9 submissions which were publicly opened on September 13, 2013. Staff has reviewed and investigated the submittals.

Crystal Maintenance Services was the low bidder at $885.00 per month, with monthly, quarterly, and semi-annual services all inclusive. Staff contacted references all of which came back with positive recommendations.

A representative of Crystal Maintenance Services met with staff to discuss their services. The notes from the meeting can be found attached.

The City is currently paying $1,132 per month for janitorial services. Moving forward with Crystal Maintenance Services will result in a net savings per month of $247, or $2,964 over the course of the fiscal year while improving the level of janitorial services provided to the City.

Based on the competitive bid price and after thorough review, staff recommends proceeding with a one year contract with Crystal Maintenance Services to commence janitorial services for the City of Prospect Heights on January 1, 2014.

Sincerely,

Robert Sabo
Assistant to the City Administrator

SERVICE AGREEMENT

AGREEMENT: Between CRYSTAL MGMT & MAINTENANCE SERVICES, CORP., hereinafter to as the "Contractor" and **City of Prospect Heights** hereinafter referred as the "Client". The term of this agreement shall be from ________________ **to and including** ______________ . Thereafter, it shall continue in full force and effect unless either party gives a written notice to the other party by registered mail, in which event this agreement will terminate 30 days after service of such notice.

SERVICE: The Contractor agrees to furnish labor, equipment, cleaning materials, and supervision necessary to provide the services being performed at: Police Department, City Hall and Public Works. Areas to be serviced include all areas as specified in the RFP (request for proposal). .

Disposable supplies such as paper towels, toilet paper, and toilet cover seats, urinal cakes and hand soaps shall be provided by Client. If the Contractor provides disposable supplies at the request of the Client, it is understood that they will be provided at an extra cost.

Price for Cleaning City Hall, Police Department and Public Works per the specifications of the RFP will be:

Monthly: $ 885.00

Annual price for Quarterly Services specified in the RFP: **included in monthly price**

Annual price for Semi-Annual Services specified in the RFP: **included in monthly price**

TOTAL: $ 885.00 per month

Any services to be performed by Crystal Maintenance Services, Corp., which are outside of the specification, may require additional charges. Such services include but are not limited to: periods of construction, renovation or other unusual occurrences which increase work load. These additional charges will be mutually agreed upon by the Client and the Contractor.

PERSONNEL: The Client agrees that it may at no time during or for one year after termination of this agreement, hire, retain, or employ on its own payroll or by contract basis, any individual that is or has been employed by the Contractor. This provision shall be limited to the hiring or contracting of CRYSTAL MGMT & MAINTENANCE SERVICES, CORP., employees for services similar to these performed by CRYSTAL MGMT & MAINTENANCE SERVICES, CORP., under this agreement, but shall include legal entities (Corporations, Partnerships, etc.) owned by such employee.

RENEWAL PROCESS: It is the intention of this agreement that it remains without interruption in force to the satisfaction and best interest of both parties. In the event cancellation is considered or a cancellation becomes necessary, the offended party reserves the right to cancel by issuing a 30 day written notice. All monies for the services rendered shall be paid promptly and dependent upon the quality of work performed. This is to be determined exclusively by the Board of Directors.

INVOICING: Invoicing shall be monthly; it is due on the tenth of every month during the continuance of this agreement. CRYSTAL MGMT & MAINTENANCE SERVICES, CORP., will assess a late fee on all past due balances which will consist of an interest charge of 2% per month or 24% per year on accounts over 60 days past due. In the event that the Client's account is referred to an agency or attorney's fees and costs of collection shall be recoverable by Contractor.

ACCEPTED AT:________________ THIS_________DAY OF______________, 2013

CITY OF PROSPECT HEIGHTS	**CRYSTAL MGMT & MAINTENANCE SERVICES CORP.**
BY: ____________________	BY: ____________________
TITLE: ____________________	TITLE: ____________________
DATE: ____________________	DATE: ____________________

9/13/13 Janitorial Services RFP Bid Opening

	Bidding Company Name	Bid for Monthly Services	Bid for Quarterly Services	Bid for Semi-Annual Services	Insurance Included With Bid ?	Attended Walkthrough ?
1	Best Quality Cleaning	$674.00	$2,400.00	$2,100.00	Yes	Yes
2	Multisystem Management Co.	$1,250.00	$2,600.00	$1,750.00	Yes	Yes
3	General Cleaning Ltd.	$1,000.00	$340.00	$250.00	Yes	Yes
4	Summit Maintenance Co.	$1,100.00	$880.00	$900.00	No	Yes
5	Eco Clean Maintenance Inc.	$1,023.00	$375.00	$495.00	Yes	Yes
6	ABC Commercial Inc	$900.00	$1,200.00	$400.00	No	Yes
7	Crystal Maintenance Services	$885.00	Inc. in monthly price	Inc. in monthly price	Yes	Yes
8	Mega Commercial Services	$1,320.00	Inc. in monthly price	Inc. in monthly price	Yes	Yes
9	Jani-King	$1,132.00	$534.00	$1,140.00	Yes	Yes

Janitorial Services RFP Interview Notes
Crystal Maintenance Services
11/1/13 1:00PM City Hall

Monika Talar, General Manager of Crystal Maintenance Services met with City Administrator Marrin and Assistant to the City Administrator Sabo at City Hall on November 1 at 1:00pm.

Monika started off the meeting by explaining that Crystal Maintenance Services has 20 years of experience and 80 employees. They are an independent company and not a franchise. Monika is the day to day contact on all issues. They service numerous municipalities including Mt. Prospect, Winfield, Highland Park, and Niles.

Questions:

1) Will it be feasible to clean all the facilities under the proposed schedule in the RFP?
Monika explained that the schedule in the RFP is feasible with respect to cleaning all the specified City facilities.

2) How many crew members are anticipated and will they be the same crew each week?
Monika said it would be 2 crew members. They are aware that all crew that are assigned to work in the City's facilities will require the passage of a background check. The crew will be the same each week and there will be extra cleaning personnel who have background checks done by the City in the event of an absence by one of the regular crew members.

3) How are the crews supervised?
Monika explained that a supervisor will stop by the facilities once a week while the crew is onsite to assess the work being done. Supervisors have years of experience and will correct any noted issues.

4) How are turnover, vacations, and time off handled by Crystal Maintenance Services?
There will be on call substitute personnel who will already have their background checks completed who will be able to step in when a crew member is absent. Furthermore, in the event of turnover, a supervisor will handle cleaning as well as substitutes until a new replacement crew member(s) pass background checks and are trained.

5) How are complaints handled such as reports of poor cleaning from various members of City staff?
City Administrator Marrin commented that any internal City complaints will be funneled through one staff member who will reach out to Crystal to log the complaint. Monika explained that any issues that arise can be reported to the main office. They have weekly meetings with supervisors who are presented with the complaints and then take necessary corrective action to avert any future shortcomings. Most other communities send an e-mail to their office the issue is taken care of.

City Administrator Marrin explained that it is understood that in events when it is hazardous for the crew to come in, such as poor driving conditions, the cleaning services can be rescheduled and that is not an issue as long as there is notification from Crystal Maintenance Services.

6) Are personnel in uniforms with ID's?
All cleaning personnel wear a uniform with Crystal Maintenance Services and also carry an id badge.

7) Does Crystal use a contract or month to month engagement?
Monika explained that the contracts are 1 year or 3 year. There is a thirty day notice cancellation clause and they just asked to be informed as to why the contract is being cancelled.

8) How is the carpet cleaning handled?
Monika explained that carpets are first spot treated, followed by a shampoo and steam cleaning to lift stains. Crews will spot clean carpets beyond semi-annually if they notice stains on the carpeting. They aim to go above the stipulations within the contract.

Monika explained that Crystal Maintenance Services also handles bio-hazard cleanup in such places as jail cells.

City Administrator Marrin commented that the City will make a recommendation to the City Council for final approval of the selected janitorial services contractor in November and the goal is to begin services with the new janitorial services organization commencing January 1.

CRYSTAL MAINTENANCE SERVICES, CORP.

"We Do It Crystal Clean"

City of Prospect Heights
2013 Janitorial Services Proposal

8 N Elmhurst Road
Prospect Heights , IL 60070

Monika Talar
1699 Wall St, Suite # 504
Mt. Prospect, IL 60056
(847) 228 – 6555
(847) 228 – 6588 Fax
crystalmaintenance@ameritech.net

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Standard Operations Book 17

Crystal Maintenance Green Clean Certificate...................................... 18

Certificate of Liability Insurance.. 19

WELCOME TO CYSTAL MAINTENANCE SERVICES, CORP.

Crystal Maintenance Services, Corp., is a full service cleaning contractor, serving Chicagoland area. We specialize in providing professional cleaning services to commercial building owners and managers.

Crystal Maintenance Services, Corp., will provide you with the standards of cleanliness that your building requires, at a price that makes sense. And price, while important, is only one of the factors that must be considered when choosing your cleaning contractor.

What can Crystal Maintenance Services, Corp do for you?

1. Provide you with a clean, **safe**, and healthy environment for your customers and employees.

    - Clean buildings project a first class image.
    - Clean buildings improve the longevity of the building.
    - Healthy buildings ensure a working environment free from contaminates.
    - Healthy buildings provide a safer workplace and decrease the number of workers comp claims due to slip/fall accidents and the spread of viruses.
    - Healthy buildings reduce the amount of sick time taken by employees working in the building.

2. Improve employee morale.

    - Clean buildings are proven to increase employee productivity.
    - Employees who work in a clean building are happier – and happy employees means reduced turnover.

3. Reduce costs and increase revenue.

    - Clean buildings are less expensive to maintain.
    - Clean buildings help to increase tenant satisfaction and reduce tenant turnover.
    - Clean buildings ensure that property values will remain high because having a clean building improves the longevity of the building.

4. Offer you a full-service partnership for all your building maintenance needs.

- With our service, you'll no longer have to worry about restroom and cleaning supplies and equipment, because we manage it all for you and provide our own supplies and equipment.

- We provide quick response to your needs and offer specialized cleaning services such as carpet spotting, carpet cleaning, hard floor care, window washing, and construction clean-up.

- Our operation is fully automated. We track sales and costs of each building in order to measure productivity and efficiency. We use a computerized Telephone Timekeeping System that allows us to accurately track each employee's time and location and ensure proper coverage for each building. Our accounting system is also automated, ensuring accurate and timely billing.

- We believe our most important asset is our people – the success of our business depends on them. Our people are well-trained and well-supervised. New employees are thoroughly screened, including criminal history checks.

  We believe that in order to achieve results for our customers, we need to keep our employees motivated to provide the best service available. Our employees are paid highly competitive wages; they participate in various incentive programs, and are rewarded for a job well done.

CRYSTAL
MAINTENANCE SERVICES, CORP.

1699 Wall St., Suite 504 – Mt. Prospect, IL 60056 – (847) 228 – 6555 – (847) 228 – 6588 fax

September 13, 2013

City of Prospect Heights
Anne Marrin
8 N Elmhurst Road
Prospect Heights, IL 60070

Dear Ms. Marrin,

Thank you for the opportunity to provide you with a proposal for cleaning your building. Your desire to find the best-qualified contractor to partner with was most apparent in our initial meeting. I believe that you have before you a proposal that will exceed your high expectations.

At Crystal Maintenance Services, Corp. we are proud to say that we do our job well and safely. We believe in achieving excellence in all that we do. We also believe in providing our customers with professional service so they can rest assured that their building is in good hands. At Crystal Maintenance Services, Corp. we guarantee that through efficient administration we will not only be competitive in terms of cost, but also will most certainly be the best-qualified contractor for the task at hand.

Thank you for the opportunity to bid on your cleaning and supply needs. If you have any questions, please don't hesitate to ask.

Sincerely,

Monika Talar
General Manager
Crystal Maintenance Services, Corp.

COMPANY HIGHLIGHTS

Crystal Maintenance Services, Corp. was established in 1993, State of Illinois incorporation and resides at: 1699 Wall Street, Suite 504, Lake Center Plaza, Mount Prospect, IL 60056

- Crystal's employees total number 130, they are all legally certified to work in the United States
- Our Crew are thoroughly trained, uniformed, display a company I.D. badge & are able to communicate in English.
- Crew's illnesses, vacation and no shows are thoroughly monitored by Crystal's Management and back filled by "special tasks group" that is always available for extra services. Each crew member is supposed to report to Crystal's Supervisor any situation that makes them unable to work.
- Our New Equipment and Brand Name supplies will serve your facility and will remain in the designated area.
- Floor & carpet refinishing services will be performed as specified, by "floor service crew" so the regular cleaning people are not disturbed.
- Crystal's Account Representative will be always available to attend quality control inspections.
- Bonding and public Insurance of $ 5,000,000.00 is carried to cover all of our operations for your protection.
- List of references is submitted, we encourage you to check them.
- Our telecommunication system is designed with Emergency Paging feature, available 24 hours a day, and 7 days a week to serve both: Customer & Contractor in a professional manner.

ENVIRONMENTAL STATEMENT

As a company with over 15 years of experience in the janitorial business we at CRYSTAL MANAGEMENT & MAINTENANCE SERVICES CORPORATION believe in respecting and protecting the environment.

Each of our employees is a proud family member on his/her own and we also consider CRYSTAL as our second family. You spend a lot of time at work and especially here at Crystal we appreciate good working environment with the same employees working for years.

For us, the idea of protecting world environment derives directly from the basic principles that have guided us from the beginning. Our objectives have always extended beyond financial growth to include broader social goals. Foremost among these is promoting the health and well-being of families - not only the families of today, but also the families of tomorrow - our children and children of our children.

As a company, we will apply our belief in respecting and protecting the environment to all phases of our business. It is our goal to develop our services, so they are compatible with the environment and, beneficial as you use them.

One of the greatest challenges we face today is making those vital decisions that will determine the quality of life ensuing generations. We will display leadership in pursuit of this by bringing to all of our services, supplies and manufacturing the technological innovations that promote clean air, clean water and clean earth....a better environment for us all.

CRYSTAL MANAGEMENT & MAINTENANCE SERVICES CORPORATION dedicates itself and its employees to act, knowing that we are part of a larger community.

EMPLOYEE TRAINING PROGRAM

CRYSTAL'S employees at all times shall be courteous and present a neat and clean appearance and shall wear identifiable work garments and identification to indicate that they are employed by Crystal Maintenance Services, Corp.

CRYSTAL'S employees have knowledge of Material Safety Data Sheets, of all chemicals used for cleaning.

CRYSTAL'S employees shall always do their work during the hours described by Crystal's supervisors accordingly to facility requirements.

CRYSTAL'S employees shall keep all equipment being used for cleaning, in proper working order and let know area managers and supervisors about any problems regarding those.

CRYSTAL'S supervisors shall run periodic checks on equipment and replace any if those are not in proper working order.

Crystal's Staff rules

1. Personal calls on office telephones are prohibited.
2. Breaks and meals are to be taken in designated areas only.
3. No smoking is allowed in any facility.
4. All doors should be secured and locked at all times. Do not allow the public to enter through any of the door.
5. Report breakage immediately.
6. When leaving facility, make sure proper lights are left on.
7. Do not go into cabinets, closets, desks, drawers, or any storage areas if you haven't been authorized to do so.
8. Report lost or stolen keys within 24 hours. No keys are to be duplicated.
9. When leaving a building, check every exterior door.
10. Set building security alarms as required

COMMUNICATION AND QUALITY ASSURANCE

We have found that communication between the **Customer** and **CRYSTAL MAINTENANCE** is the vehicle to ensure customer satisfaction. By securing a good communication network between the property management and Crystal's operating/supervision departments, our company can better meet your everyday needs.

- Our Account Executives are invariably available to handle any concerns you may have
- All of our Account Executives, as well as our field supervisors, are equipped with cell phones

We believe that communication is multi-pronged and goes both ways. Therefore CRYSTAL MAINTENANCE is continuously researching new methods of exchanging views and different opinions between Customers and our management

- Our Quality Assurance Program the key link between Customer and Operation Personnel. We implement a program of face to face contact with real people to ensure that all services are provided to a complete satisfaction

- Formal monthly or quarterly meetings and walk-through inspections are scheduled according to your availability.

- "Project Work" is pre-scheduled on our master calendar, this way ensuring that all tasks are performed in accordance with your cleaning specification.

CRYSTAL MAINTENANCE prides itself on long term relationships achieved through **Quality Service, Personnel Supervision, Great Communication and Client Satisfaction.**
We look forward to include your Company among our Valued Clients.

Crystal Maintenance Services, Corp.

1699 Wall St., Suite 504, Mount Prospect, IL 60056 Phone (847) 228-6555, Fax (847) 228-6588

City Hall

Upstairs - 1 Day per Week (Thursday after 11:00 PM)
Downstairs - 1 Day per Week (Sunday after 8:00 PM)

First: Bathrooms Cleaning – Fill in dispensers. Clean & disinfect toilets (urinals), sinks, mirrors, Countertops, polish all fixtures, partitions (dusting & damp wipe), damp wipe wall tiles, replace Can liners, wipe waste receptacles as needed, sweep and mop tile floors. Light fixtures, vents & high dusting as needed (at least once per week).
Second: Office Area – Dust all desk (when cleared of papers), filing cabinets, bookcases, shelving, tables, ledges, sills etc. Sanitize phones. Empty trash receptacles and recycle, wipe waste
receptacles as needed. Remove cob webs from doors, walls, baseboards & ceiling as needed. Vacuum all carpeted areas.
Third: Lunchroom / Break Room cleaning – Fill in dispensers. Sanitize sinks, countertops, tables etc. Wipe outside of appliances (refrigerators, vending machines & microwave) & clean inside of refrigerators & microwave monthly. Remove trash and recycle. Sweep and damp mop floors daily.
Fourth: Stairwells – Dust mop and damp mop daily. Spot clean all walls; railings etc. & remove cob webs
Fifth: Hallways – Remove cob webs, spot clean walls and baseboards. Vacuum and damp mop floors daily (includes lobby area – clean glass daily, dust and remove cob webs from frames, doors ect vacuum mats)
Empty and replace trash receptacles on exterior daily but not less than weekly. Empty all exterior ash trash & damp mop all ash trash daily.
Light Fixtures cleaning: in all areas as needed or at least quarterly.
Last: Sweep & damp mop all the floors. Turn off all the lights and turn alarm when leaving the building after service.

* Bathroom floors will be cleaned first than office floors vacuumed, hallways, elevator, stairwells,
vacuumed or swept and damp moped and last lobby floors will be swept and damp moped - DAILY

Crystal Maintenance Services, Corp.

1699 Wall St. Suite 504, Mt Prospect, IL 60056 Phone (847) 228-6555 Fax (847) 228-6588

Police Department

Upstairs – 3 Days per week (Monday, Wednesday, Saturday after 8:00 PM)
Downstairs – 2 Days per week (Wednesday, Sunday after 8:00PM)

First: Bathrooms Cleaning – Fill in dispensers, Clean & disinfect toilets (urinals), sinks, mirrors, Countertops, polish all fixtures, partitions (dusting & damp wipe), damp wipe wall tiles, replace Can liners, wipe waste receptacles as needed, sweep and mop tile floors. Light fixtures, vents & High dusting as needed (at least once per week)
Second: Office Area: Dust all desk (when cleared of papers), filing cabinets, ledges, sills etc. Sanitize phones. Empty trash receptacles and recycle, wipe waste receptacles as needed. Remove cob webs from doors, walls, baseboards & ceilings as needed. Vacuum all carpeted area.
Third: Break Room Cleaning – Fill in dispensers. Sanitize sinks, countertops, tables ect. Wipe outside
of appliances (microwave, refrigerator) & clean monthly inside of refrigerator & microwaves. Remove trash and recycle. Sweep and damp mop floors daily.
Forth: Stairwells- Dust mop and damp mop daily. Spot clean all walls; railings etc. & remove cob webs as needed.
Fifth: Hallways – Remove cob webs, spot clean walls and baseboards as needed. Vacuum and damp mop floors daily (includes lobby area – clean glass daily, dust and remove cob webs from doors, vacuum
mats) Empty and replace trash receptacles on exterior daily but not less than weekly.
Light Fixtures Cleaning – in all areas as needed or at least quarterly.
Last – Vacuum, Sweep & damp mop all the floors.

* Bathrooms floors will be cleaned first than office floors vacuumed, hallways , stairways vacuumed
Or swept and damp moped and last lobby floor will be swept and damp moped - DAILY

Crystal Maintenance Services, Corp.
1699 Wall St, Suite 504 , Mt Prospect Il 60056 Phone (847) 228-6555 Fax (847) 228-6588

Public Works
1 Day per week (Thursday after 8:00 PM)

First – Locker Rooms- Clean & disinfect toilets (urinals) , sinks, mirrors, countertops, polish fixtures.
Partitions(dusting & damp wipe), damp wipe wall tiles, replace can liners, wipe waste receptacles as needed , sweep and mop tile floors. Light fixtures, vents & high dusting as needed(at least once per week)

Second – Office Area – Dust all desk (when cleared of papers) , filing cabinets, shelving, ledges Sanitize phones. Empty trash receptacles and recycle, wipe waste receptacles as needed. Remove cob webs from doors , walls , baseboards & ceiling as needed.

Third – Break Room – Fill in dispensers. Sanitize sinks, countertops, tables etc. Wipe outside of appliances & clean inside of microwave monthly. Remove trash and recycle. Sweep and damp mop floors daily.

Forth – Stairwell – dust mop and damp mop daily. Spot clean all walls stair raisers, railings etc & remove cob webs as needed.

Light Fixtures Cleaning - in all areas as needed or at least quarterly.

Last – Sweep & damp mop all the floors.

Monika Talar

OBJECTIVE

Position as Superintendent

PERSONAL

- Ability to supervise, manage and motivate work crews
- Capable of handling multiple projects simultaneously.
- Proven commitment to success
- Strong sense of ethics.

EXPERIENCE

Superintendent/ General Manager, 2003- Present
Crystal MGMT & MAINT Services, Mt Prospect , IL
The responsibilities include part of human resources, equipment and supplies research, OSHA regulatory functions and client relations .She remains excited to be part of such a dynamic business that is quickly becoming leader in its industry. Supervises and inspects jobs using checklists from customers contracts and routinely conduct surprise checks. Communicates with clients regarding their contract concerns and issues. Meets with the facilities managers to inspect , evaluate and conduct contract changes if necessary- as per customer request.

Relationship Banker, 1998-2003
National City Bank, Chicago IL
Promote and sell banking products, provide customer service assistance and perform related duties as required to achieve banking office goals. Handled loan requests , applications and processing. Proficient in product knowledge . Responsible for ensuring compliance of all policies and procedures effecting the day-to-day operations of the banking office. Acquire the knowledge and skills to assume the day to day operations of a retail bank office.

Teller Supervisor, 1993-1998
Avondale Federal Savings Bank, Chicago , IL
Performs servicing duties : greets customers/ prospects in the lobby and on the phone, Researches customers inquiries , orders checks and / or debit cards, returns phone calls, accepts and forwards wires, and other customer originated servicing needs with the intent of enhancing customer retention and exploring additional sales opportunities. Manages and controls tellers, advised them of their daily goals and responsibilities as well as supervises major customer transactions.

REFERENCES

Des Plaines Public Library
1501 Ellinwood St
Des Plaines, IL 60016
Contact: Gary Valente
Phone: (847) 376-2781
Janitorial Services, Spot Cleaning, Carpet and Drapes Cleaning as per customer request
Start: 02/01/1998 to 01/31/2004, start again: 07/08/2011 to present

La Grange Public Library
10 W Cossitt
La Grange, IL 60525
Contact: Ken Vesperman
Phone: (708) 352-0576 ext 21
Janitorial Services, Spot Cleaning, Carpet Cleaning
Start: 2007 to present

Niles Park District (Multiple Locations)
6676 West Howard St
Niles, IL 60714
Contact: Lois Leyh
Phone: (847) 967-6633 ext 111
Janitorial Services, Strip & Wax Floors, Buff Floors, Scrub Floors
Start: 03/2006 to present

Village of Winfield
27 W 465 Jewell Road
Winfield, IL 60090
Contact: Kathy Grand
Phone :(630) 933-7111
Janitorial Services, Carpet Shampoo, Strip & Wax Floors, Spot Cleaning
Start: 2006 to present

Crystal Maintenance Services, Corp.

1699 Wall St., Suite 504
Mount Prospect, IL 60056
Phone: (847)228-6555
Fax: (847)228-6588
crystalmaintenance@ameritech.net

Is your business ready to go green?

Crystal Maintenance Services, Corp.,

has a green cleaning program for your business!

What is Green Cleaning?

Green cleaning is the use of effective cleaning practices and products that protect human health and the environment.

Why Green Cleaning Products?

- ***Reduces Illness***
  Less exposure to harsh chemicals means improved indoor air quality and lower illness rates in the workplace.
- ***Improved Cleaning Efficiency***
  Green cleaning products work just as well, if not better, than traditional industrial products.
- ***Environmentally Friendly***
  Green products and methods reduce the negative impact of cleaning on the environment, such as indoor air quality. Many also have less packaging than traditional cleaning chemicals, which means less waste.
- ***Cost control***
  Use of green products keeps costs down because they are concentrated, which means a small amount of chemical can go a long way.

What is Crystal Maintenance Services Corp. Green Program?

- We use microfiber cloths to keep dust from becoming airborne in your building.
- We use microfiber mops and color-coded cloths that use less water and chemicals, and help prevent cross-contamination.
- We use vacuums that have HEPA filters to prevent dust and other contaminants from re-entering the air.

GREEN CLEAN CERTIFIED INSTITUTE

Want more information? Call us at (847) 228-6555

The Green Clean Institute recognizes Crystal Maintenance Services Corporation as having completed Green Clean Institute Certified™ courses regarding the healthy use of procedures, products and equipment. CRYSTAL MAINTENANCE SERVICES CORPORATION has completed the required GCIC Technician, Manager and Executive courses along with certified frontline staff members completing the GCIC Technician course. This Firm Certification has been earned through the efforts of these individuals and may be presented as evidence of education, commitment and conceptual ability to apply Green Clean Practices within their duties as a Green Clean Institute Certified™ janitorial services organization.

This certificate is awarded to:

Crystal Maintenance Services Corporation

David P Thompson

David Thompson, President

Issued: 10/09/2012 Expires: 10/10/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Biz Broker Inc
3357 N Harlem
Chicago IL 60634
(773) 777-4443

CONTACT NAME:
PHONE (A/C, No, Ext): (773) 777-4443 FAX (A/C, No): (773) 777-4443
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Pekin Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

CRYSTAL MANAGEMENT & MAINTENANCE SERVICES CORP.
1699 WALL ST 504
MT PROSPECT IL 60056

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY: X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE [ ] OCCUR [X]; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY, PRO-JECT, LOC			CL0123679-0	06/29/2013	06/29/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY: ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; X DED; RETENTION $			CU23191-B	06/29/2013	06/29/2014	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$ 10,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		00WC85454A	06/29/2013	06/29/2014	X WC STATUTORY LIMITS; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

PROOF OF INSURANCE

Phone: ( )
FAX: ( )

14

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Biz

The undersigned Proposer hereby swears and affirms that:

1) The Proposer is not barred by law from submitting a proposal to the City for the Project contemplated herein due to any violation of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-E4 (Bid Rotating); and that

2) The Proposer is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

3) The Proposer provides a drug free workplace pursuant 30 ILCS 580/1, et seq.; and that

4) The Proposer is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program; and that

5) None of the following City officials is either an officer or director of the Proposer or owns five percent (5%) or more of Proposer: the City Mayor, the members of the City Council, the City Clerk, the City Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the City Administrator, the heads of the various departments within the City.

Proposer's Firm Name CRYSTAL MNGT & MAINT. SERVICES, CORP.	
Street Address, City, State and Zip Code 1699 WALL ST, SUITE 504, MT. PROSPECT IL 60056	
Phone Number 847-228-6555	Email CRYSTALMAINTENANCE@AMERITECH.NET
Print Name & Title MONIKA TALAR GENERAL MANAGER	Signature [signature]
Federal Employee Identification Number 36-3893101	08-28-2013 Date
Fax Number 847-228-6588	

Subscribed and Sworn to before me this 28TH day of AUGUST, 2013.

[signature]
Notary Public

1-26-17
Notary Expiration Date

SEAL

"OFFICIAL SEAL"
LEVON SAHAKIAN
Notary Public - State of Illinois
My Commission Expires January 26, 2017

S

Prospect Heights

MEMO

DATE: November 5, 2013

TO: Anne Marrin, City Administrator

FROM: Steven L. Cutaia, Acting Public Works Director

Re: Tourism District RFP for landscape architect services

As directed by council, I prepared a Request for Proposal (RFP) for the referenced project. On October 7, 2013 the City published the RFP in the Daily Herald, sent to area architects, and posted it on the City web page. Proposals were due October 18, 2013.

The City received nine submittals ranging from $9,300.00 to $25,400.00, with an approximate average of about $16,000.00. I propose that all submitted entries to the RFP be rejected.

Based upon staff recommendations and previous streetscape designs, I recommend Teska Associates, Incorporated in the amount of $17,740.00 (with a possibility of a few additional needed meetings) to perform the referenced project.

2

Proposal to the City of Prospect Heights

CITY OF PROSPECT HEIGHTS ARCHITECTURAL SERVICES

Milwaukee Avenue / Palatine Road Landscape Corridor Plan

Submitted by Teska Associates, Inc.

October 18, 2013

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6 Team Qualifications - Starts on page 12

7 Resumes - Starts on page 25

Summited By: Teska Associates, Inc.
627 Grove Street
Evanston, IL 60201
ph. 847.869.2015
fax 847.869.2059

Project Manager: Jodi Mariano, PLA, ASLA
JMariano@TeskaAssociates.com

Licensed to practice Landscape Architecture in the State of Illinois

18 October 2013

Steven Cutaia
Acting P.W. Director / Asst. B&Z Director
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070
847.398.6070 x 207
scutaia@prospect-heights.org

RE: City of Prospect Heights Landscape Architectural Services

Dear Mr. Cutaia and members of the Tourism District Committee:

The project description sums up our understanding of this effort: **"The purpose of the Tourism District is to establish business growth and economic stability."**

Our team can help you make that vision a reality. Milwaukee Avenue and Palatine Road are already highly visible, well-traveled roads with quality destinations, including the Chicago Executive Airport, hotels, businesses, dining, and natural areas. ***This assignment will improve the visitor's experience through landscape design treatments that are not only attractive but also durable.***

The Milwaukee Ave / Palatine Road Corridors draw a wide range of motorists each day. While recent improvements to Milwaukee Ave and the levee system provides much needed infrastructure, ***attractive landscape design treatments will reinforce a strong image of community identity.***

The suggested scope of services and budget that follows outlines a process that will provide the City and Tourism District Committee with a set of documents, plans and budget costs to make informed decisions towards approval of the Milwaukee Ave / Palatine Road Corridors Assignment. We anticipate **three (3) meetings** with Staff and Tourism District Committee and **two (2) presentations** to City Council. This proposal recommends **one (1) coordination meeting** with IDOT, which should make the permit process run more smoothly.

The following key deliverables are included and further described in the proposal:

- Preliminary Corridor Design Plan;
- Refined Corridor Design Plan;
- Bid Documents.

Our team is uniquely qualified with both local and regional experience. Teska has worked with many municipalities on multiple assignments which have integrated landscape design along IDOT controlled corridors. Most recently, the team has worked on corridor landscape plans for the Villages of Lemont, Glencoe and Matteson and the Cities of Rochelle and Evanston. We are also familiar with the locale having worked on landscape architectural assignments for nearby campuses at Allstate Headquarters, Astellas Pharma and Glenbrook Hospital.

This proposal is a firm and irrevocable offer for ninety (90) days. We appreciate the opportunity to present this proposal and look forward to discussing the approach and our qualifications in more detail with you.

Sincerely,

Jodi Mariano

Jodi Mariano, PLA, ASLA
Principal

Teska Associates, Inc.
627 Grove Street
Evanston, IL 60201
847.869.2015
mailto: JMariano@TeskaAssociates.com

SECTION 2 | INTRODUCTION & PROJECT APPROACH

The purpose of this project is to develop a comprehensive plan that addresses landscape enhancements for the Milwaukee Ave / Palatine Road corridors. The components of this Plan are intended to be implemented along these corridors. However, landscape design elements may be applied in similar form at key areas throughout the City.

As this scope includes landscape design enhancements for areas within state controlled right of way, coordination with the Illinois Department of Transportation (IDOT) will be a critical element of this assignment. Our team is familiar with IDOT landscape design standards and will employ them throughout this assignment. The scope includes early coordination with IDOT during the concept phase. This step has proven useful in the past towards final approvals during permitting.

The goal of this assignment is to develop comprehensive design plans and associated budgets that will guide City decision making towards the implementation of Milwaukee Ave / Palatine Road corridor landscapes.

1. PROMOTE the City of Prospect Heights as a quality community destination;

2. ENHANCE the character and identity of the City through attractive and durable landscape enhancements;

3. COMPLEMENT the City's recent improvements such as banner signage, planter pots and community logo;

4. ENHANCE the visitor's experience along Milwaukee Ave / Palatine Road via a carefully thought out hierarchy of gateway landscape features which reference landscape communities along the Des Plaines River and nearby Forest Preserves.

Project Area: The project area is focused on the City's Tourism District including the most easterly section of the City, including the Chicago Executive Airport, hotels and businesses located along Palatine and Milwaukee Avenues.

Specific study areas along Milwaukee Avenue include the following:

- **Palatine Road between Wolf Road and Milwaukee Avenue**
- **Northeast corner of Palatine Frontage Road and Milwaukee Ave**
- **Center island between Palatine Road and River Road along Milwaukee Ave**
- **Area along the levee, east of Milwaukee Ave**
- **Bus Stop locations along Milwaukee Ave**
- **Parkway area west of Milwaukee Rd**
- **Landscape area located at the south corner of Milwaukee Ave and River Rd**
- **Other areas as determined**

PROJECT AREA

CORRIDOR OPPORTUNITIES

Support City banner program with landscape enhancements

Enhancements to bus stop areas will support pedestrian use and comfort

Underpass structure and retaining walls are an opportunity for community identity signage

Landscape enhancements will support Milwaukee Avenue businesses

Thematic landscape design should reference native plant communities found along the Des Plaines River and in Forest Preserve areas

Palatine Road bridge is an opportunity for landscape and signage enhancements

SECTION 3 | REFERENCES

Ryan Franklin, Planning Director
Village of Matteson
4900 Village Commons
Matteson IL 60443
708.283.4944

Dave Mau, Director Public Works
Village of Glencoe
675 Village Court
Glencoe, IL
847.835.4111

Drew Irvin, Village Administrator
Village of Lake Bluff
40 E Center Ave
Lake Bluff, IL 60044
847.234.0774

Matt Ames, Director Public Works
Village of Broadview
2350 South 25th Ave
Broadview, IL
708.681.3602

Sat Nagar, Senior Engineer
City of Evanston
2100 Ridge Ave
Evanston, IL 60201
847.448.4311

Dave Plyman, Village Manager
City of Rochelle
420 North 6th St
PO Box 601
Rochelle, IL 61068
815.562.6161

Sue Schwartz, Planning Director
City of Greensboro
300 W Washington Street
Greensboro, NC
336.373.2149

Andrew Jennings, Senior Planner
Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090
847.459.2600

David Schoon, Assistant Director/ Economic Development Coordinator
Village of Northbrook
1225 Cedar Ln
Northbrook, IL 60062
847.664.4502

SECTION 4 | SCOPE OF SERVICES

PHASE 1 | ANALYSIS AND PROGRAMMING

THE ASSIGNMENT INCLUDES DESIGN SERVICES FOR DESIGN ENHANCEMENTS, INCLUDING LANDSCAPE AND STREETSCAPE ENHANCEMENTS. THE SCOPE OF WORK WILL BE BOUND BY ROADWAY RIGHT OF WAY AREAS.

TASK 1.1 Base Map and Site Review

As Milwaukee Ave is controlled by IDOT and recent improvements have been made to the area with the construction of the levees, survey information is likely available for the study area. With the help of the City, Teska will obtain Milwaukee Ave roadway documents. Based on this information and a review of the site area, Teska will assemble a base map in AutoCAD format upon which the conceptual plan will be prepared. *Costs to produce a topographical survey are not included in this proposal.*

At a minimum, the base map will identify the locations of roadway pavement, sidewalks, above ground utilities and structures, vegetation and Right-of-Way line. Should certain property boundary information need further clarification, Teska will require assistance from the City.

TASK 1.2: Kick off Meeting (Meeting#1)

Teska will meet with representatives of the City and Tourism District Committee to review project scope and schedule. Goals and objectives will be discussed to guide the design plan. A driving tour of the study area is included as part of this meeting to discuss community vision at specific opportunity sites.

Teska Associates, Inc leading committee members on a walkabout tour in Canton, IL.

TASK 1.3: Preliminary Corridor Design Plan

Utilizing the base map of existing conditions, a Preliminary Corridor Design Concept Plan will be prepared. At a minimum, the concept plan will address recommended design enhancements for the following:

- Gateway entry areas that announce major intersections and entrances to the City through landscape design, lighting and provisions for possible future community sign locations.
- Roadway structure enhancements designed to improve the appearance of levees, bridge abutments and retaining walls, via landscape design, art panels and lighting.
- Parkway and median enhancements that improve the appearance of Milwaukee Avenue by supporting the City's existing banner program and incorporating landscape and lighting.
- Parkway and frontage road enhancements that improve the appearance of Palatine Road by incorporating landscape and lighting.

- Bus stop areas which support the City's existing seasonal planter program and incorporate in ground landscape, signage and lighting.
- Cost effective design enhancement solutions with high visual impact that can be applied to the immediate study area as well as right-of-way landscapes beyond the study area.
- Planting design that considers the City's maintenance abilities as well as the harsh urban conditions of the roadways.
- Recommendations for installation techniques that maximize plant health and minimize City maintenance duties.

The Preliminary Corridor Design Concept Plan will be drafted in AutoCAD format. The plan will be represented in full color plan, section and elevation view. Photographs and catalogue cuts will be provided as appropriate to communicate the design intent, including specific materials and products.

A preliminary Corridor Design Concept Plan organization includes the following:

Sheet L1	Overall Landscape Concept Framework
Sheets L2 - L3	Palatine Road Concept Plan & Enlargements
Sheets L4 – L5	Milwaukee Ave Concept Plan & Enlargements
Sheets L6	Hardscape Materials and Products Image Board
Sheets L7	Landscape Materials and Products Image Board

TASK 1.4: City Review (Meeting #2)

The Preliminary Corridor Design Concept Plan will be submitted to staff for review. Teska will present the concept plan to representatives of the City and Tourism District Committee. The purpose of this meeting is to discuss the design approach and build consensus at the staff level that will guide the development of permit documents.

TASK 1.5: IDOT Review (Meeting #3)

The Preliminary Corridor Design Concept Plan will be prepared with attention to IDOT design standards. A meeting with IDOT is recommended at this time to review the design concept, address any questions and gain conceptual approval by IDOT. *As this task was not requested in the RFP, associated fees are shown as an additional expense.*

<u>Phase 1 Meetings include:</u>

Kickoff Meeting (#1)
City Review Meeting (#2)
IDOT Review Meeting (#3)

<u>Phase 1 Deliverables</u>

Preliminary Corridor Design Plan

PHASE 2 | APPROVALS/PERMITTING

TASK 2.1: Refined Corridor Design Plan

Based on input gathered during the City Review and IDOT Review Meetings, a refined corridor design plan will be prepared. The plan will include all items indicated above.

The Refined Corridor Design Concept Plan will build on the Preliminary Corridor Design Plan. The plan will include details and product specifications as needed to communicate the design intent. The Plan will be supported by a construction cost estimate.

TASK 2.2: City Review (Meeting #4)

The Refined Corridor Design Plan will be submitted to staff for review. Teska will present the Refined Plan to representatives of the City and Tourism District Committee. The purpose of this meeting is to discuss the design plan and build consensus at the staff level that will guide the development of permit documents.

Based on input gathered during the City Review and IDOT Review Meetings, bid documents will be prepared for permitting with IDOT and bidding by landscape contractors.

TASK 2.3: City Council Presentations (Meeting #5, 6)

The Refined Corridor Design Plan will be submitted to City Administration and City Council for review. Teska will present the Refined Plan and be available to provide clarifications as needed. Teska will make revisions to the plans if necessary. *Two (2) meetings* with City Council are anticipated.

TASK 2.4: Bid Documents

Based on input gathered during the City Review Meeting, landscape bid documents will be prepared. The plan documents will incorporate all items indicated above. Documents will be prepared to a level of specificity that IDOT can review for permitting and that landscape contractors can provide construction bids.

A preliminary landscape bid document organization includes the following:

Sheet L1	Overall Landscape Organization Plan
Sheets L2 – L4	Palatine Road enlargement Plans
Sheets L5 – L7	Milwaukee Ave enlargement Plans
Sheets L8 – L9	Landscape Details
Sheet L10	Plant List / Landscape Specifications

Bid documents will be submitted to the City for review. Revisions will be made if necessary prior to issuing to IDOT for permit review.

TASK 2.5: IDOT Permit Review

Upon City approval of the bid document set, Teska will issue to IDOT for permit review. *As this task was not requested in the RFP, associated fees are shown as an additional expense.*

TASK 2.6: Bid Phase

Based on response and input provided by IDOT, Teska will revise documents if necessary. Approved landscape bid documents will be issued to the City for their use in soliciting bids from landscape contractors. Teska will provide a list of three recommended landscape contractors for the City's use in soliciting bids. Bid administration shall be by the City.

Final bid documents shall be provided in the following formats for use by the City:

- **1 set of full size sheets, 24"x36"**
- **5 sets of half size sheets, 11"x17"**
- **1 digital PDF file, permission granted to reproduce documents for use by City only**

Phase 2 Meetings include:

City Review Meetings (#4)
City Council Presentations (#5, 6)

Phase 2 Deliverables

Refined Corridor Design Plan
Bid Document Set

ADDITIONAL SERVICES AVAILABLE SEPARATELY

ADDITIONAL TASKS NOT INCLUDED IN THIS PROPOSAL MAY BE AVAILABLE AS NEEDED ON AN HOURLY BASIS OR AT A PRE-AGREED FEE.

TASK 3.1: Branding and Signage Design.

Discussions with the Tourism District Committee and City Staff pertaining to community branding and signage design. Preparation of a community signage plan that supports gateway entry signs, wayfinding signs, business signs and community identity.

TASK 3.2: Additional Materials

Materials not furnished by the City that are deemed necessary to conduct the work such as digital, print or reproducible originals or copies of property surveys, utilities, topographic and spot elevation maps, prints, photographs, reprints, aerial survey, etc. of the project area as well as adjacent properties.

TASK 3.3: Additional Meeting

Any public hearings or meetings that Teska is required or asked to attend regarding this proposal's scope of services and/or any additional meetings other than those specified above.

TASK 3.4: Pre-bid Meeting

Attendance at a meeting between interested bidders, client, and consultant(s) to discuss and answer questions relating to construction process, construction details, and bid process.

TASK 3.4: Construction Observation Services

Teska is available to assist the City during the course of construction activities. Teska may be called upon to provide assistance with the following:

- **Any pre-construction meetings with the City and/ or selected general contractor**
- **Tagging plant materials in the nursery**
- **Coordination with manufacturers**
- **Assistance with hardscape or planting layout in the field**
- **Field inspections during the course of construction activities**
- **Punch list preparation**

SECTION 5 | PROFESSIONAL FEES

City of Prospect Heights Landscape Architectural Services **Professional Fees**		
Milwaukee Avenue / Palatine Road Corridor Plan		Subtotal
PHASE 1: CONCEPT DEVELOPMENT		
1.1	Base Map and Site Review	$1,500
1.2	Kick Off Meeting	$460
1.3	Preliminary Corridor Design Plan	$2,420
1.4	City Review Meeting	$460
1.5	IDOT Review Meeting — additional services see below	$0
PHASE 1 DESIGN FEES		$4,840
PHASE 2: APPROVALS / PERMITTING		
2.1	Refined Corridor Design Plan	$2,420
2.2	City Review Meeting	$460
2.3	City Council Presentations	$920
2.4	Bid Documents	$5,040
2.5	IDOT Permit Review -- additional services see below	$0
2.6	Bid Phase	$460
PHASE 2 DESIGN FEES		$9,300
PROJECT SUBTOTAL		$14,140
DIRECT REIMBURSABLES		$1,200
Reimbursables include travel, postage and reproductions.		
PROJECT TOTAL		$15,340
ADDITIONAL SERVICES - IDOT COORDINATION		
A.1	IDOT Review Meeting (Task 1.5 above)	$1,200
A.2	IDOT Permit Review (Task 2.4 above)	$1,200
ADDITIONAL SERVICES DESIGN FEES		$2,400

Teska Associates 2013 Hourly Rate Schedule

Principal	**$130 per hour**
Associate	**$100 per hour**
Administrative Staff	**$55 per hour**

ATTACHMENT A
PROPOSAL SHEET
FOR REQUEST FOR PROPOSAL
FOR Landscape Architectural services

The Proposer must complete this Proposal Sheet.
The undersigned, having examined the specifications and all conditions of this request for proposal in the provision of services to the City of Prospect Heights will provide said services for the specified price below.

It is understood that the City reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than one-hundred eighty (180) days from the date the proposal is required to be submitted to the City of Prospect Heights.

The undersigned proposes to provide Landscape Architectural services to the City of Prospect Heights as more fully described in the Request for Proposal specifications, for the amount(s) as delineated below:

Price for a landscape design for the City of Prospect Heights Tourism District, Milwaukee Avenue Corridor per the specifications of the RFP:
$ 15,340
price for Services specified in the RFP:

Use additional sheet if necessary If it is the Proposer's intention to use a subcontractor(s) to fulfill the requirements of this contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal submittal.

Will you be using a subcontractor?	YES	NO

Jodi Mariano

JODI MARIANO, PLA, ASLA.
PRINCIPAL
TESKA ASSOCIATES, INC.
627 GROVE ST.
EVANSTON, IL. 60201.
847.869.2015.

SECTION 6 | TEAM QUALIFICATIONS

1 | TESKA ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE

Teska is a 35 year-old landscape architectural and planning firm based in Evanston and Plainfield, Illinois. The firm specializes in landscape architecture, community planning, site design and development economics. As a firm that represents public agencies, community organizations, corporations and private sector developers, we understand all elements that are necessary to implement creative, cost effective and sustainable landscape design plans.

As stated in the RFP, the City of Prospect Heights has demonstrated its commitment to corridor landscape enhancements. Teska Associates is prepared to continue this momentum by virtue of our extensive experience with landscape architectural design for distinctive municipal environments along IDOT controlled corridors.

Our creative design process engages City staff, the public, community stakeholders and elected officials; balances functional and sustainable design principles; and incorporates inviting placemaking techniques to create a dynamic landscape plan which supports an enduring and successful corridor environment.

The role of our firm is to provide landscape architectural services that consider the best balance of numerous dynamic elements. We look forward to a process which invites collaboration with the consulting team; input by City staff, evaluation of existing landscapes and proposed enhancements; discussion with stakeholders; and the application of landscape design principles into one practical and vibrant comprehensive landscape design plan.

SHERMAN PLAZA | EVANSTON, ILLINOIS

Streetscape designed by Teska Associates, Inc.

TESKA VALUES

THE LANDSCAPE ARCHITECTS & PLANNERS OF TESKA BELIEVE IN:

LIVABLE COMMUNITIES | We are passionate about creating livable communities; places with a strong economy, walkable and safe streets, and great venues to play and interact with neighbors.

CREATING MEMORABLE PLACES | We strive to craft exceptional people places that fit their environment while helping to create a positive buzz about your project.

BUILDING CLIENT CAPACITY | We equip clients for success; sharing our expertise, leadership, and creativity while educating communities on the what, where, how, and why of win-win development solutions.

BUILDING RELATIONSHIPS| We cherish long-term client-consultant relationships built by listening intently to client needs, maintaining clear and frequent contact, providing timely and responsive service, and exceeding expectations.

GOING THE EXTRA MILE| We know that our success is based on the quality of our service. At Teska, quality service is based on responsiveness, anticipation of needs, maintaining flexibility, and creative and efficient problem solving.

USING APPROPRIATE TECHNOLOGY| We admit to a fondness for the latest tech tools and tricks. We also strongly believe in matching technology to the task. We use GIS, Sketch-up, and all the Adobe products. We also create awesome interactive project web sites. However, we still do freehand sketches and diagrams when that is quicker and more efficient.

HONEST ANSWERS TO TOUGH QUESTIONS| We strive for inclusion and transparency in both our planning and design work. We also do our homework. The solutions we recommend are both creative and realistic. Based on our experience and analysis, we sometimes have to tell a client that in our opinion an idea won't work – but that rejection is quickly followed by an alternative solution that will work.

GOING THE EXTRA MILE


GIVING PEOPLE CHOICES


CREATING MEMORABLE PLACES

GLENSTAR PROPERTY MIXED USE DEVELOPMENT/ ASTELLAS PHARMA, U.S.

GLENVIEW, IL

MIXED USE PLANNING / LANDSCAPE ARCHITECTURE

The former home of a Culligan water bottling plant is now one of the most prime pieces of redevelopment property on the North Shore of Chicago. Located at the intersection of I-294 and Willow Road, the 40 acre site provides easy access to surrounding high tech businesses and close proximity to O'Hare International Airport.

To capitalize on this prime location, a mixed use site plan has been developed that includes the corporate headquarters for Astellas Pharma US (a leading pharmaceutical manufacturer), 70,000 s.f. of neighborhood retail, two hotels, and 153 attached residential units.

On April 29, 2010 ground was officially broken for Astellas Pharma US, Inc. new corporate headquarters. The pharmaceutical headquarters includes two seven-story buildings that total 425,000 s.f. located on an 8 acre parcel. In collaboration with Goettsch Partners architects, Teska landscape architects prepared all site and landscape construction documentation. The buildings, site development and landscaping all emphasize sustainable design that will ensure the development achieves LEED Gold certification.

Teska Associates, Inc.
www.TeskaAssociates.com

NORTHBROOK, IL.

TRI-STATE 294 - AT WILLOW ROAD

ALLSTATE CORPORATE HEADQUARTERS CAMPUS

Allstate Insurance Company has said "You are In Good Hands" for over ten years with Teska Associates, Inc. providing landscape architectural and planning for their main campus located along over 2 miles of the Illinois Tollway I-294 corridor in Northbrook, Il..

Over the past years Teska has provided campus landscape planning for the Allstate HQ campus. Our services has included "Little Hands" childcare facilities and educational outdoor play grounds, Master Site Landscape and Irrigation documents, Sustainable Planning to incorporate native plantings to replace over 20 acres of corporate scale lawns, new arrival plaza for the executive headquarters building with landscape restoration to eliminate underutilized concrete plazas and replace them with naturalistic landscape plantings, new drop-off, water feature fountain, redesign of pedestrian circulation and utilization of urban tolerant naturalistic plantings for parking areas for their 3,500 employee population.

Allstate is in the process of evaluating and incorporating LEED site design and building design elements to adapt their forty year old campus to meet sustainability standards for today by adding campus bicycles for employees, walking trails, green roofs and stormwater bio-swales with native plantings.

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GLENBROOK HOSPITAL

GLENVIEW, IL

LANDSCAPE ARCHITECTURE

In conjunction with work for North Shore University Healthcare, including landscape architectural services for hospitals and medical offices in and around Chicago's north shore, Teska Associates, Inc. prepared a variety of site and landscape plans for the Glenbrook hospital campus.

Landscape plans include plantings around the new building expansion, ornamental plantings at the main entrances to the hospital, parking lot plantings, pond edge landscape treatments and design for a sculpture garden.

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VILLAGE OF GLENCOE ROADWAY MEDIAN LANDSCAPES

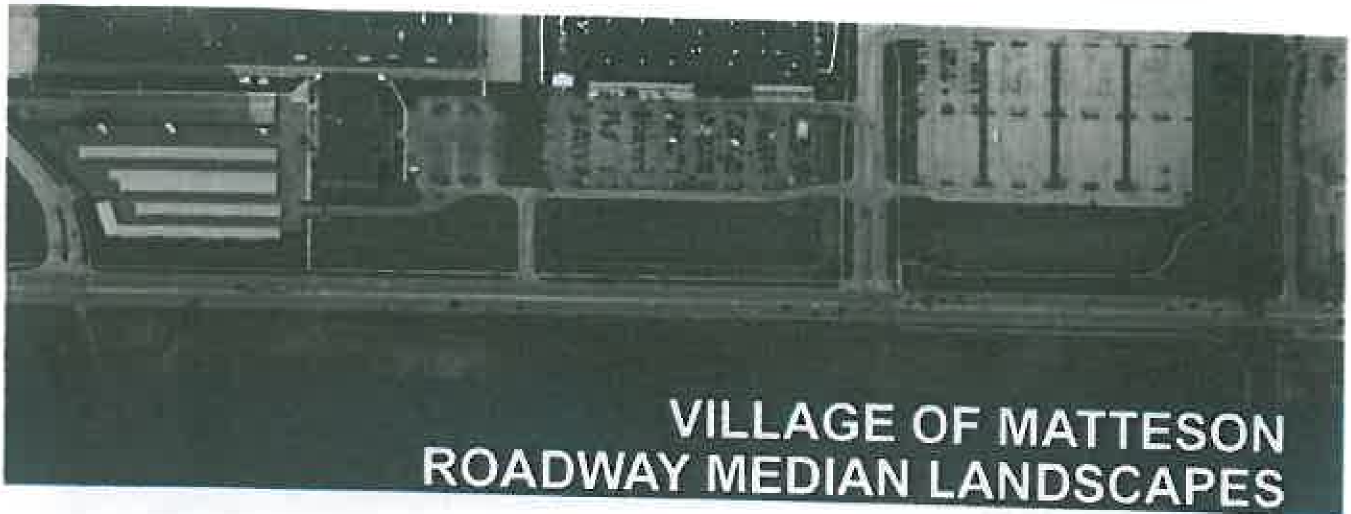
GLENCOE, IL

LANDSCAPE ARCHITECTURE

The Village of Glencoe continues to enhance entrances into the Village through installation of attractive roadway median landscape improvements. Teska Associates assisted the Village with planting design for medians along Dundee Road, an IDOT controlled roadway. The medians serve as a gateway into the Village from the west. The medians also highlight the south entrance to the Chicago Botanic Gardens.

Features of the median landscapes include extensive use of perennials and ornamental grasses for seasonal color and interest and larger caliper trees for a greater initial impact. Irrigation, provisions for holiday lighting, salt and urban tolerant plantings, and considerations for Village maintenance practices were all incorporated into the design.

Teska Associates provided technical design assistance as well as on-site planting layout guidance during construction activities.

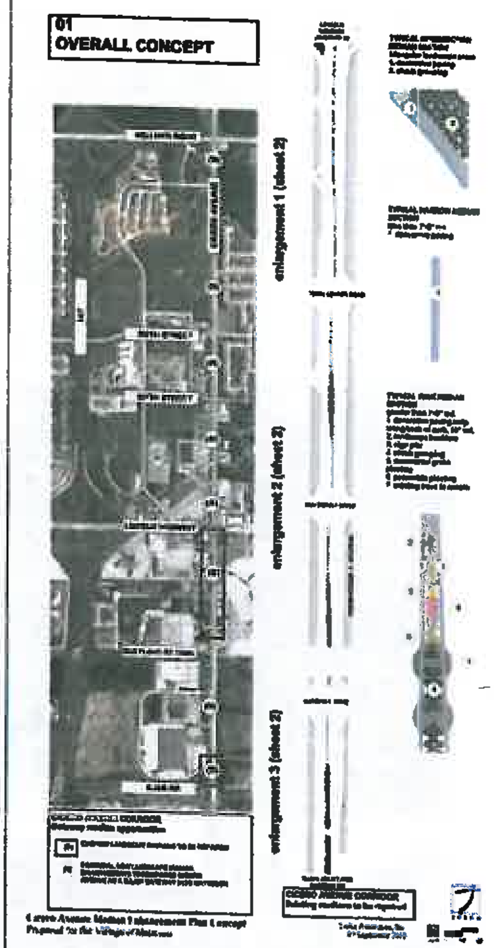


MATTESON, IL

LANDSCAPE ARCHITECTURE

The Village of Matteson is rethinking its community image via landscaped medians along major roadway corridors. Designed and installed as the first phase of a multi-phase project, the Cicero Avenue medians required significant coordination with IDOT to ensure that the landscaped medians met agency standards. Enhancements to the Cicero Avenue corridor are part of a larger community initiative to promote interest and investment within the community. Menards, a large format retail development, has recently opened along the Corridor, in part due to the public investment made by the community.

Features of the median landscapes include gateway signage landscaping, decorative unit pavers, and native plant materials which are selected for their tolerance to urban conditions.



Client:	Village of Matteson
Scope:	Community Planning/Landscape Architecture
Schedule:	Constructed 2012

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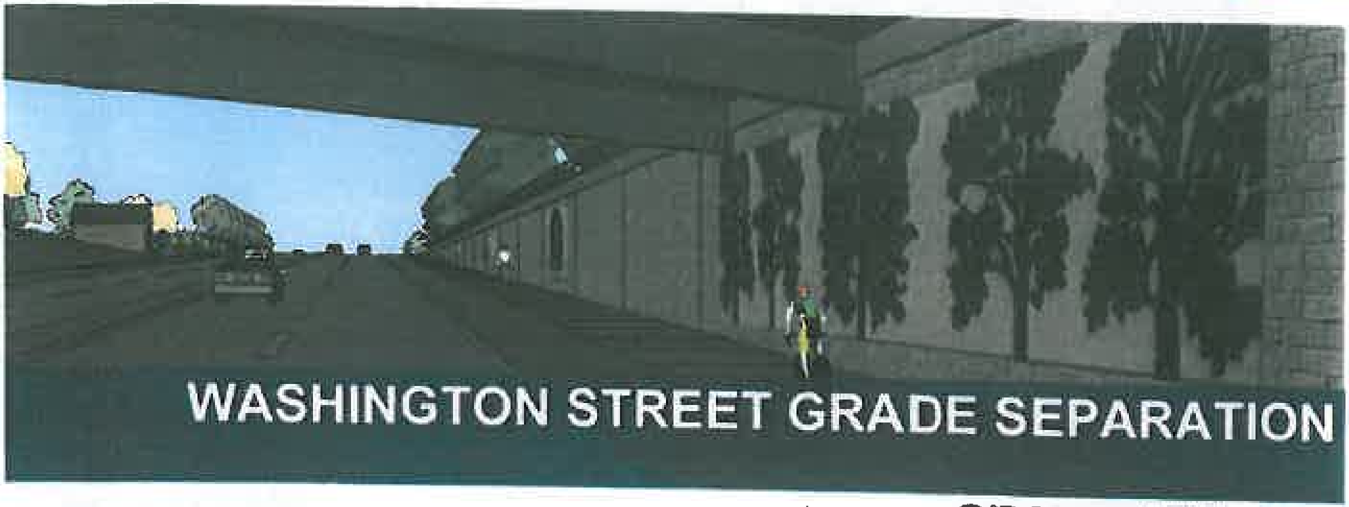


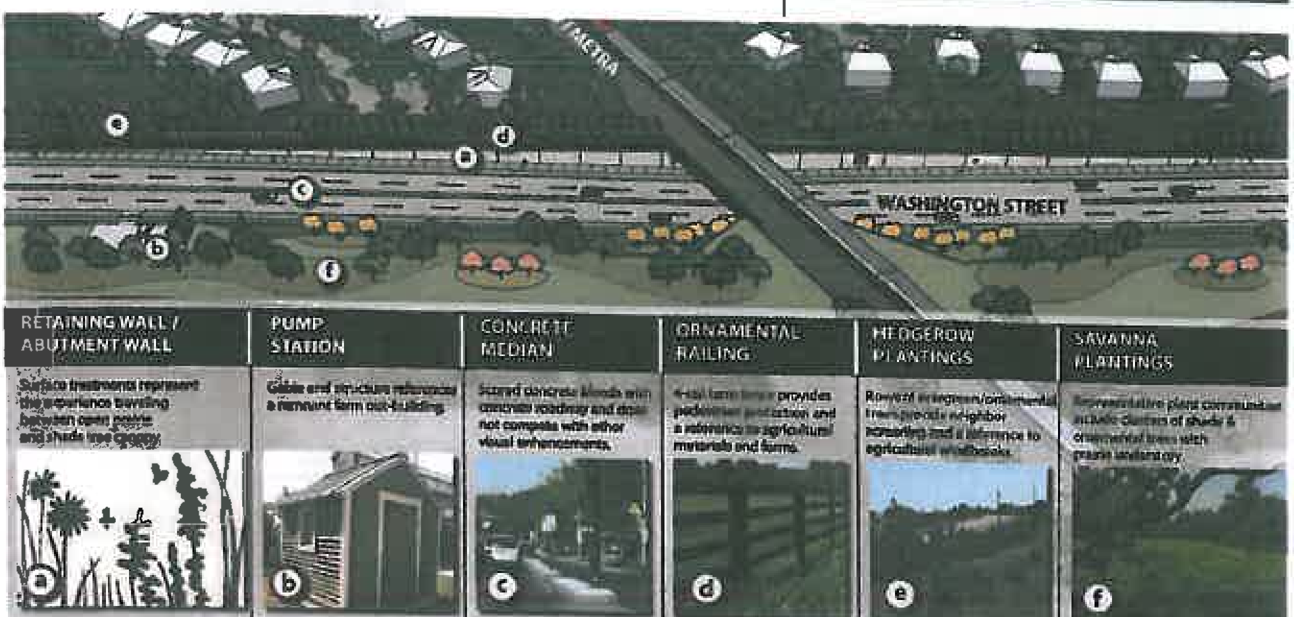
GRAYSLAKE, IL

INFRASTRUCTURE DESIGN PLAN

Lake County Department of Transportation is thinking about roadway infrastructure in a way that supports community identity and contextual design. Working with Patrick Engineering, Teska developed a Design Plan for the proposed roadway underpass that celebrates the Village of Grayslake's cultural and landscape identities. Design treatments include landscape and architectural treatments that honor the Village's agrarian past as well as its native savanna plant communities.

Features of the plan include:

- Retaining wall mural surface treatments that represent the native savanna;
- Pump station treatments that evoke a remnant farm out-building;
- Ornamental railing that recalls indigenous farm fences;
- Hedgerow plantings that reference vernacular windbreaks;
- Savanna plantings that represent native plant communities,



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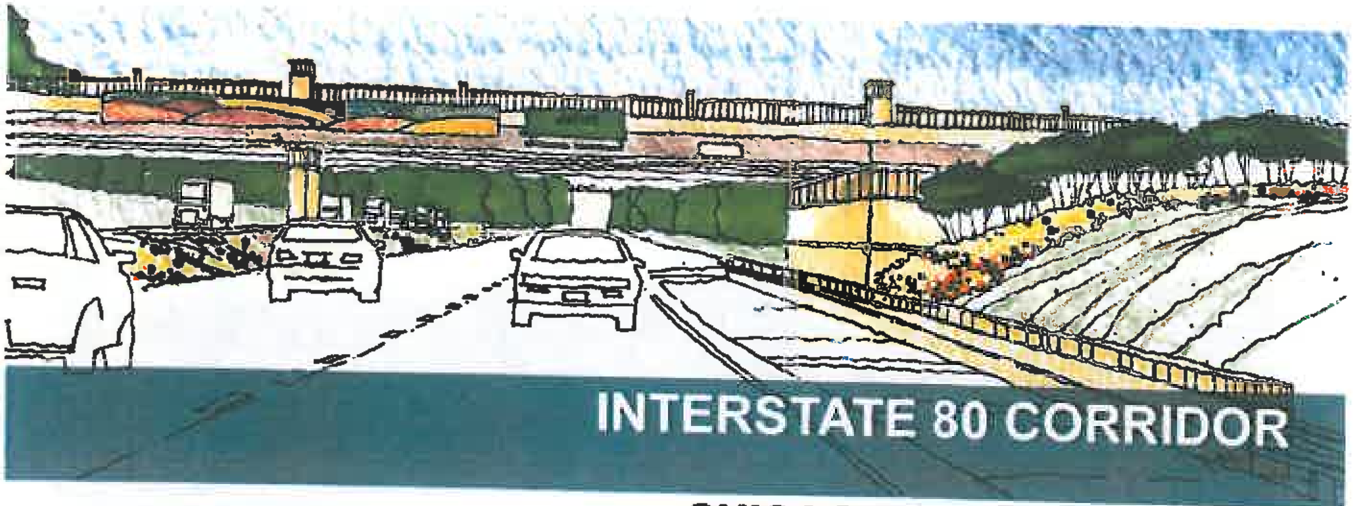


CHICAGO SOUTH SUBURBS

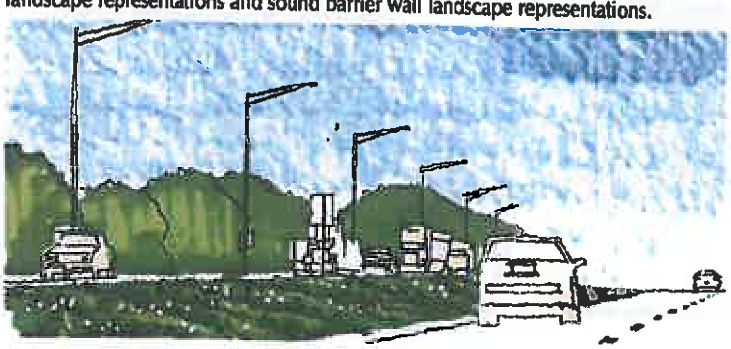
CORRIDOR PLANNING

Teska Associates, Inc. and Business Districts, Inc worked with the South Suburban Mayors and Managers Association and Chicago Southland Development, Inc. (CSDI) to improve the visual appearance and economic vitality of the I-80 corridor. As described in the organization's mission statement, the intention of this visioning plan is "To create a beautiful, themed, consistent and coordinated, highly attractive physical environment as an entrance/ gateway for an Identified I-80 Corridor, resulting in the creation of a positive image that attracts high-end development with quality employment."

The corridor stretches for 16 municipalities and 55 miles between the Indiana border towards the east and the Village of Morris towards the west. Teska developed landscape enhancement concepts, which unify the visual impact of the roadway and encourage each community to express their own identity along the corridor.

The corridor is organized into zones, which emphasize distinct cultural and landscape characteristics of the roadway. These zones include the following: "Rural Homestead", "Pastoral Settlement", "River Settlement", "Suburban Mixed-Use", "Industrial Campus", and "Urban Interchange".

Enhancement concepts were prepared and coordinated with the Illinois Department of Transportation (IDOT) to address high visibility areas located along the corridor, such as intersection landscapes, bridge overpass landscapes, median landscapes, screened landscapes, sponsored landscapes, gateway signage, sign structure landscape representations and sound barrier wall landscape representations.



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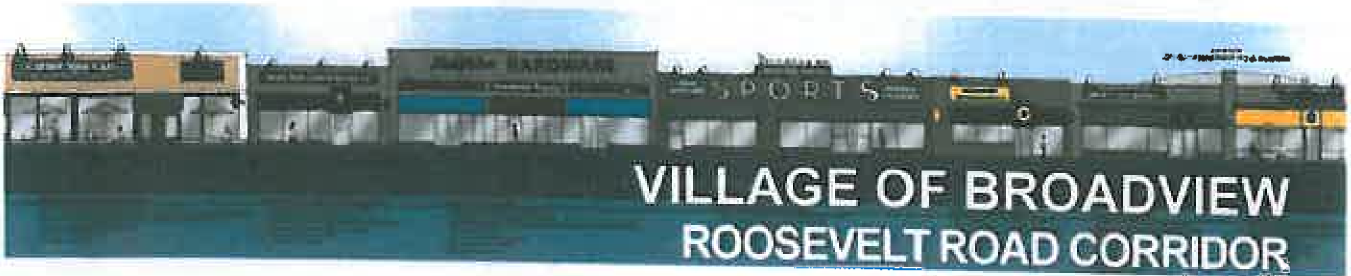


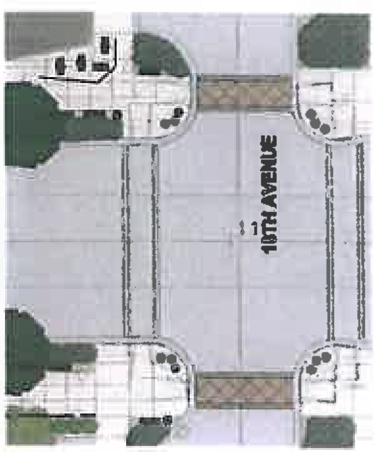
VILLAGE OF BROADVIEW
ROOSEVELT ROAD CORRIDOR
BROADVIEW, IL

FACADE, STREETSCAPE & SIGNAGE PLAN

Broadview's commercial corridor is changing for the better. New businesses have filled vacant storefronts; existing businesses have enhanced their facades; and the Village has budgeted for streetscape improvements.

Teska worked with the Village and businesses to prepare a facade program, including application documents, conceptual plans and design guidelines. Teska led a design charrette with businesses and property owners to identify issues and opportunities for facade enhancements. The design concept plan for a one block face along the corridor was used by businesses to plan, budget and implement facade enhancements. Built projects include roof repair, business signage, storefront windows, doorways and other facade enhancements.

Teska continues to work with the Village on the preparation of streetscape construction documents for the corridor. The streetscape plan is designed to promote corridor businesses via improved on-street parking New sidewalk cafes are designed to support the growing number of restaurant uses. Other features of the streetscape plan include enhancements to municipal parking lots, decorative lighting, enhanced paving, landscape plantings and wayfinding signage.



Streetscape Concept

Signage Concept

Facade Improvements

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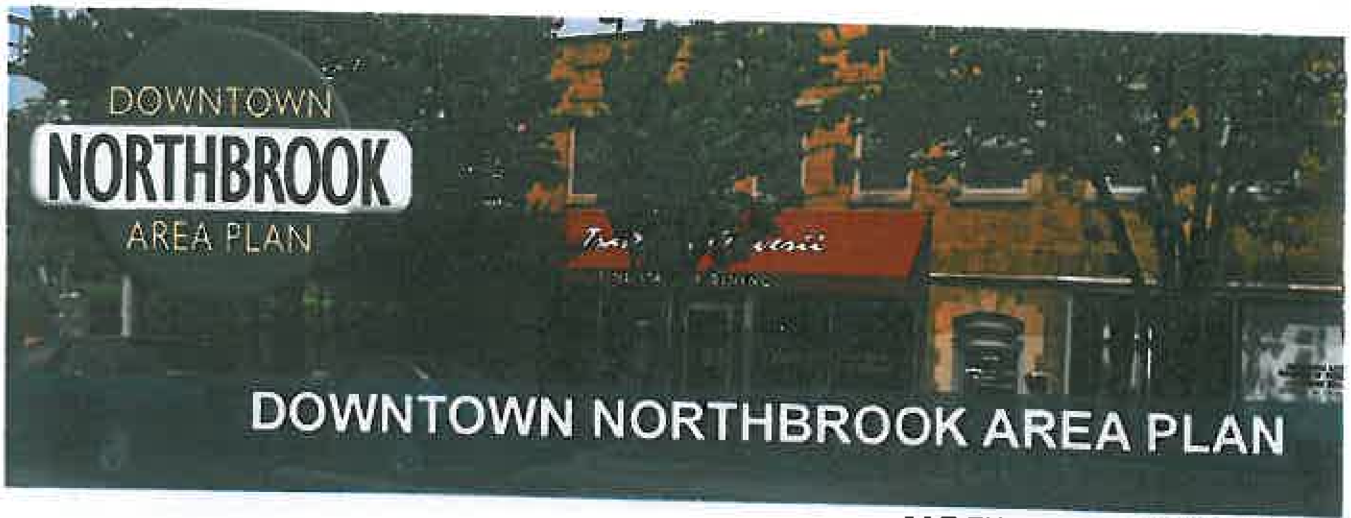


NORTHBROOK, IL

Downtown Northbrook has many of the individual assets of a successful downtown – from Sunset Foods that draws residents in from several neighboring towns for its high quality service and selection to a Village Green that hosts events and sports throughout the year to a Metra Station, Public Library and Village Hall. Yet, deteriorated shopping centers, a lack of pedestrian and bicycle amenities, and disjointed physical barriers led to the need for a new Downtown Plan. Teska led the team which included Business Districts Inc., Fish Transportation Group and Gewalt Hamilton Associates. From an on-line survey that attracted over 1,100 responses by Northbrook Residents, to the use of Community Remarks web-based mapping tool to gather public input, the team pushed the envelope of inclusion by organizing online, in person, and workshop events to build consensus for change.

The team organized a four-day charrette that included a highly structured set of meetings to gather input, create an atmosphere of collaboration and innovation, and involve all stakeholders and interested residents and businesses in a series of sessions and ways to inform the process. Each day, a new set of drawings, comments, and policies were developed, refined, presented, and developed further. By the end of the charrette, a series of distinct design options were developed for each of four key opportunity sites, along with pro forma analysis of the financial feasibility of each option. The process led to out-of-the box thinking and new ideas to think both comprehensively about what ties all of downtown together – from new bike routes, complete streets, and the upgrade of a flood plain into a new fishing pond/potential stormwater mitigation bank – to site specific ideas that can lead to new development proposals.

The Plan included a detailed market analysis and pro forma calculations for four opportunity sites. Through developer and business interviews and comparable properties, the Consultant Team was able to develop designs that were market-based and provide the tools to the Village to test the viability of each design concept.

Contact: David Schoon, Assistant Director/Economic Development Coordinator
(847) 664-4052 | david.schoon@northbrook.il.us

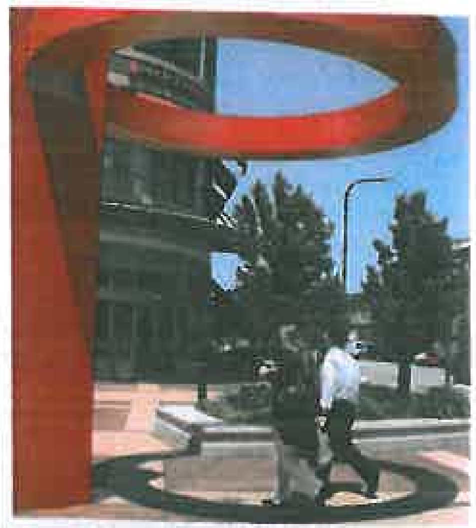
Teska Associates, Inc.
www.TeskaAssociates.com

SHERMAN PLAZA STREETSCAPE DESIGN EVANSTON, IL

SHERMAN PLAZA STREETSCAPE DESIGN

Strolling through the heart of downtown Evanston is exciting again. Inviting retail stores, a new municipal parking garage and a condominium tower breathe life into the downtown. Punctuated by welcoming raised planters, specialty paving, decorative lighting and dynamic public art, the surrounding streetscape celebrates Evanston's urban center.

Teska Associates prepared urban design concepts, construction documents and construction oversight for the Sherman Plaza development, a significant mixed use development within the heart of downtown Evanston.



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CORRIDOR LIGHTING & GATEWAY SIGNAGE

ROCHELLE, IL

Through corridor lighting and signage design, Rochelle is not only improving the efficiency and functionality of lighting, but the City is also expressing community character.

The Corridor Lighting Plan is guided by the results of committee workshops.

The following goals were identified throughout the planning process:

Goal 1: Lighting should be safe, efficient and considerate of applicable design standards for lighting along City roadways and sidewalks

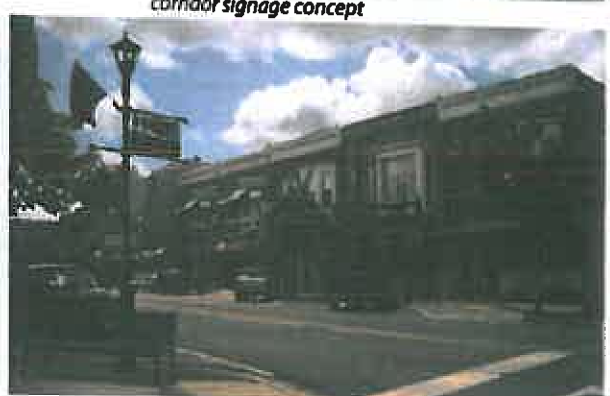
Goal 2: Lighting should be unique and inspiring in expressing the City's identity as a family friendly community with a quaint and historic downtown

Goal 3: Lighting should be sustainable in its use of energy resources.

The first phase of lighting and signage implementation is scheduled for Route 251.

corridor signage concept

existing image of downtown Rochelle



visualization depicting lighting enhancements

JODI Z. MARIANO, PLA, ASLA, CLARB
Principal

Experience

Ms. Mariano's backgrounds in landscape architecture and architecture have prepared her well to guide community urban design projects.

Jodi brings a research-oriented, contextual approach to urban design, providing unique design solutions for our public and private sector clients.

Jodi has directed public processes which have resulted in useful master plans, successful funding applications and dynamic implementation projects. Her professional responsibilities range from concept planning through design, construction phase services, development approval and project installation.

Her proficiency with a wide range of graphic techniques, including hand drawings and computer generated graphics, allow her to craft effective and efficient communication techniques. Her technical experience enables her to produce dependable high quality construction documents.

Prior to joining Teska Associates, Jodi worked for a Chicago engineering firm on high profile infrastructural projects, developing her interest in blending vibrant community based design with functional infrastructure needs.

Jodi is an instructor at the Joseph Regenstein, Jr. School at the Chicago Botanic Gardens where she teaches in the Garden Design Certificate Program.

Education

B.A. Landscape Architecture
UniversityChampaign

M.A. Architecture
University of Illinois, Chicago

Professional Affiliations

State of Illinois, Registered Landscape Architect License No. 157-001062
CLARB Certified Landscape Architect, No. 4570
Member, American Society of Landscape Architects
Instructor, Joseph Regenstein, Jr. School, Chicago Botanic Gardens
Member, Women's Transportation Seminar

Professional Activities/ Speaking Engagements

APA Illinois State Conference, "Successful Grant Writing: Putting Plans into Action", 2011
APA Chicago Metro Section, "Outside the Box: A Historic Preservation Toolkit for Planning", 2011
Glenbrook South High School Women in Math and Science Breakfast, 2010, 2011
Author of the Chicago Botanic Gardens Garden Design Certificate Curriculum Restructuring, 2010

JODI Z. MARIANO, PLA, ASLA, CLARB

Corridor and Urban Design Guidelines
Participated in and led design guidelines assignments which resulted in the design direction for publicly and privately owned properties. Design guidelines have been prepared for **Western Springs, Lombard, South Elgin, Itasca, West Chicago, Sugar Grove and Prairie Grove.** Continuing services for many of these communities have provided assistance with municipal decision making for items such as new development, building additions and modifications.

Streetscape Planning
Worked on behalf of both private developers and municipalities to develop streetscape visioning and detailed bid document plans for streetscape developments. Assisted with obtaining ITEP (Illinois Transportation Enhancement Program) funding for streetscape implementation. Streetscape planning assignments include **Canton Downtown (Canton); Sherman Plaza, Maple Avenue & Borders Plaza (Evanston); Vernon Court Parking Lot, Downtown Planters & Dundee Road median plantings (Glencoe); Lemont Downtown and Historic I&M Canal Trail (Lemont); St. Charles Road (Berkeley); and Southside Streetscape (Greensboro, NC).**

Façade Enhancements
Provided historical research and façade enhancement studies to assist with downtown revitalization projects. Assisted with obtaining DCEO (Department of Commerce and Economic Opportunity) grants for façade implementation. Façade enhancement assignments in downtowns include **Canton, Glencoe, Fox River Grove, Rochelle and Lombard.** Facade enhancement assignments for

Gateway & Wayfinding Signage
Prepared gateway and wayfinding signage packages for downtown district and corridor enhancement. Signage assignments have been completed for **Berkeley, South Elgin, Canton, and Western Springs, Deerfield, and Orland Park.**

Site, Landscape and Architectural Plan Review
Analyzed and prepared project reviews and testimony for a variety of large and small scale projects for the **Villages of Bloomingdale, Itasca, Glencoe, South Elgin, and Lake Bluff.**

Landscape Architecture
Provided landscape architecture design services for multiple residential projects, including single family, townhome and condominium homes. Provided landscape architectural design for specialty garden areas such as the **Wilmette Reading Garden, Glenbrook Hospital Memorial Sculpture Garden, Glencoe Village Hall and Downtown Planters, Astellas Pharmaceuticals.**

Park Master Plans and Park Site Design
Prepared park plans for the South Elgin Parks Department, including **Gateway Plaza, Pickerel Park, and Pioneer Park.** Prepared playground plans for **B'Nai Torah Congregation.**

Infrastructure Design
While at another firm, collaborated with teams of engineers, architects and landscape architects on high profile infrastructure projects including the **South Lake Shore Drive Reconstruction through Historic Jackson Park and the Michigan Avenue Planters above the North & South Grant Park Garages in Chicago.**

DOMINIC SUARDINI
Associate

Experience

Mr. Suardini's background includes extensive knowledge in both landscape architecture and planning professions. Joining Teska in September of 2012, Dominic's experience includes a broad range of urban design, land planning, landscape design, construction documents, and planning projects, with a passion for creating special places for people to live, work and play. Over 12 years experience in hand and computer rendering with applied software programs AutoCAD, Adobe Creative Suite, Google SketchUp, and Microsoft Office Dominic brings both work experience and graphic communication to the drawing board.

Detail-oriented with ability to put on the planner hat, Dominic understands big picture thinking involved in community planning down to the smallest of details in creating a vibrant and unique streetscape for a community.

Prior to joining Teska, Dominic spent 7 years working as a landscape designer/planner for The Lakota Group, Inc. based in Chicago, Illinois. While there he was responsible for producing projects ranging in size from playgrounds to streetscape design to large scale community master plans. His focus was on executing projects from schematic design through constructions and providing clients multiple creative solutions to every project no matter how large or small.

Education

B.L A.	Landscape Architecture Michigan State University East Lansing, MI

Signage & Wayfinding Design

Since joining Teska, Dominic has prepared several signage and wayfinding plans for downtown districts, corridors, and campuses. Signage and wayfinding plans have been completed for **Deerfield Northwest Quadrant, Roosevelt Road (Village of Broadview), Little Village SSA #25 Streetscape Enhancements (Chicago) and Orland Park Transportation Plan Wayfinding Signage Concepts (Village of Orland Park)**

T

November 7, 2013

To: Mayor Nicholas J. Helmer
City of Prospect Heights City Council
Anne Marrin, City Administrator

From: Robert Sabo, Assistant to the City Administrator

Re: An Ordinance Amending the Compensation of Elected Officials Effective May 1, 2015.

Staff was directed to obtain and assemble an elected official compensation schedule for other Illinois communities. Exhibit A is a summary of elected official compensation in various communities which includes population and median household income data from the 2010 census. The attached ordinance has been prepared however the City Council needs to amend the ordinance on its face to include the amount of desired compensation for elected officials prior to final approval. As a reminder, this Ordinance will be effective for the terms of office commencing May 1, 2015.

Sincerely,

Robert Sabo
Assistant to the City Administrator

EXHIBIT A

Elected Official Compensation Schedule Listing Population and Median Household Income per the 2010 Census

Municipality	Population (2010 Census)	Home Rule Status (Per IML)	Median Household Income (2010 Census)	Mayor	Alderman / Trustee	Clerk	Treasurer
Crystal Lake	40,743	Home Rule	$77,550	$400/month	$200/month	$300/month	$50/mtg- Appointed
Hinsdale	16,816	Non-Home Rule	$158,699	$0/month	$0/month	$0/month	$0/month
Westchester	16,718	Non-Home Rule	$72,966	$200/month	$200/month	$200/month	Appointed Hourly Position $25/hr
Morton	16,267	Non-Home Rule	$68,536	$666.67/month	$100/month	$500/month	$2,000/month
Prospect Heights	**16,256**	**Non-Home Rule**	**$60,285**	**$100/month**	**$100/month**	**$100/month**	**$100/month**
Lemont	16,000	Non-Home Rule	$82,147	$1,250/month	$500/month	$900/month	Hourly Position
Lindenhurst	14,462	Non-Home Rule	$99,848	$825/month	$300/month	$400/month	$833.33/month Appointed
Antioch	14,430	Non-Home Rule	$88,690	$1,000/month	$500/month	Appointed	Appointed

ORDINANCE O-13-__

AN ORDINANCE AMENDING TITLE 1, CHAPTER 7 OF THE PROSPECT HEIGHTS CITY CODE RELATED TO THE COMPENSATION OF ELECTED OFFICERS

BE IT ORDAINED by the City Council of the City of Prospect Heights, Cook County, Illinois, as follows:

SECTION ONE: That Section 1-7-1(A) of Chapter 7 of Title 1, of the Prospect Heights City Code is hereby amended with deletions in strikethrough and additions in underline text so that the same shall be read as follows:

Section 1-7-1(A) Elected Officers:
Effective with the City election of April, 2015, the annual salaries of the following elected officials of the City shall be as follows:

Mayor	~~50.00 per month plus 25.00 per regular, special meeting attended, and/or fall/spring workshop attended~~ __________ __________
City Clerk	~~50.00 per month plus 25.00 per regular, special meeting attended, and/or fall/spring workshop attended~~ __________ __________
Aldermen	~~50.00 per month plus 25.00 per regular, special meeting attended, and/or fall/spring workshop attended~~ __________ __________
City Treasurer	~~50.00 per month plus 25.00 per regular, special meeting attended, and/or fall/spring workshop attended~~ __________ __________

SECTION TWO: Salaries established herein are for those terms of office commencing May 1, 2015.

SECTION THREE: That the City Clerk of the City of Prospect Heights be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

SECTION FIVE: 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:
NAYS:
ABSENT:

PASSED this ___ day of _________, ____.

APPROVED this ___ day of _________, ____.

____
Nicholas J. Helmer, Mayor

ATTEST:

____
City Clerk

Published in pamphlet form _______________.

U

APPROVAL OF WARRANTS

11/12/13-COUNCIL MEETING	
General Fund	$ 123,919.20
MFT Fund	1,902.07
Palatine/Milwaukee TIF	108.52
Tourism District	275.00
Development Fund	999.21
DEA Fund	5,222.99
Solid Waste Fund	21.00
S S Area #1	18.00
S S Area #2	18.00
S S Area #3	24.00
S S Area #4	18.00
S S Area #5	25.00
S S Area #8 - Levee Wall #37	22.00
S S Area-Constr#6(Water Main)	35.00
S S Area-Debt#6	-
Road Construction	442,409.73
Road Construction Debt	-
Water Fund	43,694.39
Parking Fund	61.81
Road/Building Bond Escrow	56,149.50
TOTAL	$ 674,923.42

CITY OF PROSPECT HEIGHTS
November 12, 2013

Date	Descripti Payee	Amount
11/01/13	PAYROLL PAYMENT - 11/1/2013	$ 158,553.74
11/08/13	IMRF PAYMENT - October 2013	$ 18,011.19
	TOTAL	$ 158,553.74

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	123,919.20	.00	
MOTOR FUEL TAX FUND			
Total MOTOR FUEL TAX FUND:	1,902.07	.00	
PALATINE/MILWAUKEE TIF FUND			
Total PALATINE/MILWAUKEE TIF FUND:	108.52	.00	
TOURISM DISTRICT			
Total TOURISM DISTRICT:	275.55	.00	
DEVELOPMENT FUND			
Total DEVELOPMENT FUND:	999.21	.00	
DEA SEIZURE FUND			
Total DEA SEIZURE FUND:	5,222.99	.00	
SOLID WASTE DISPOSAL FUND			
Total SOLID WASTE DISPOSAL FUND:	21.00	.00	
SSA #1			
Total SSA #1:	18.00	.00	
SSA #2			
Total SSA #2:	18.00	.00	
SSA #3			
Total SSA #3:	24.00	.00	
SSA #4			
Total SSA #4:	18.00	.00	
SSA #5			
Total SSA #5:	25.00	.00	
SSA #6			
Total SSA #6:	35.00	.00	
SSA #8			
Total SSA #8:	22.00	.00	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
ROAD CONSTRUCTION FUND			
Total ROAD CONSTRUCTION FUND:	442,409.73	.00	
WATER FUND			
Total WATER FUND:	43,694.39	.00	
PARKING FUND			
Total PARKING FUND:	61.81	.00	
ROAD & BUILDING BOND ESCROW			
Total ROAD & BUILDING BOND ESCROW:	45,213.50-	.00	s/b 56,149.50
Grand Totals:	573,560.97	.00	

101,363 Void Check

$674,923.97

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
01-000-2030 WITHHOLDING INSURAN	NCPERS GROUP LIFE INS	52701113	PD PREMIUM FOR MONTH OF 1	10/23/2013	16.00	.00	
01-000-2030 WITHHOLDING INSURAN	NCPERS GROUP LIFE INS	77871113	PD PREMIUM FOR MONTH OF 1	10/23/2013	64.00	.00	
01-000-2061 WITHHOLDING FLEX ME	STEPHANIE HANNON	10.31.2013	MEDICAL REIMBURSEMENT	10/29/2013	951.39	.00	
Total :					1,031.39	.00	
CITY COUNCIL & BOARDS							
01-310-5100 PROFESSIONAL SERVIC	RICHARD TIBBITS	6587520	REIMBURSEMENT FOR A/V	10/21/2013	137.84	.00	
01-310-5300 ALDERMANIC EXPENSE	INLAND GREAT LAKES	10-2013	REIMBURSEMENT FOR MEETIN	10/28/2013	111.00	.00	
01-310-5300 ALDERMANIC EXPENSE	INLAND GREAT LAKES	10A-2013	REIMBURSEMENT FOR MEETIN	10/28/2013	84.40	.00	
Total CITY COUNCIL & BOARDS:					333.24	.00	
ADMINISTRATION							
01-320-5100 PROFESSIONAL SERVIC	NORTH SHORE SIGN	112743	MONTHLY SIGN MTC	11/01/2013	38.00	.00	
01-320-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	440.00	.00	
01-320-5122 CITY PROSECUTOR	CYNTHIA LA MANTIA	11.01.2013	COURT REPORTER SRVCS	11/01/2013	280.00	.00	
01-320-5200 POSTAGE	FEDEX	2-442-28857	MISC SHIPPING	10/23/2013	43.56	.00	
01-320-5220 PHOTOCOPY	GE CAPITAL	59637682	KYOCERA COPIER	10/20/2013	148.70	.00	
01-320-5410 UTILITIES	AT&T	847392424410	CH FAX LINES #3346	10/25/2013	227.09	.00	
01-320-5410 UTILITIES	AT&T	847459061810	PW FAX #9205	10/25/2013	171.30	.00	
01-320-5410 UTILITIES	COMCAST	11.05.2013	PD SERVICE #0882	11/01/2013	170.92	.00	
01-320-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	11.04.2013	PW 1025-210002055667	11/01/2013	33.84	.00	
01-320-5410 UTILITIES	ILLINOIS-AMERICAN WATER C	55629	PW 1025-210002055629	11/04/2013	199.84	.00	
01-320-5410 UTILITIES	NICOR GAS	PD 10.30.2013	PD SRVC 98-65-54-0000 4	10/23/2013	63.05	.00	
01-320-5410 UTILITIES	NICOR GAS	PW 10.30.2013	PW 94-82-27-0000 4	10/23/2013	49.12	.00	
01-320-5410 UTILITIES	VILLAGE OF MOUNT PROSPEC	2013-0038000	WATER 6/15/13-9/15/13	11/01/2013	390.23	.00	
01-320-5410 UTILITIES	XTIVITY SOLUTIONS INC.	0000107	MONTHLY VOIP SERVICE	10/31/2013	973.03	.00	
01-320-5540 PAYROLL SERVICE FEE	PRO DATA PAYROLL SERVICE	308558	PAYROLL PROCESSING	10/30/2013	245.65	.00	
01-320-5700 OFFICE SUPPLIES	LOGSDON OFFICE SUPPLY	0892522-001	CH OFFICE SUPPLIES	10/25/2013	107.79	.00	
01-320-5700 OFFICE SUPPLIES	READY PRESS LLC	72679	ENVELOPES/SUPPLIES	10/30/2013	250.00	.00	
01-320-5700 OFFICE SUPPLIES	STEPHANIE HANNON	HO11952958	REIMBURSEMENT	11/06/2013	64.89	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	2108214-0	CH OFFICE SUPPLIES	10/23/2013	5.25	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	2111060-0	CH OFFICE SUPPLIES	10/25/2013	34.16	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	2118249-0	CH OFFICE SUPPLIES	11/01/2013	12.65	.00	
Total ADMINISTRATION:					3,949.07	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	HMO ILLINOIS	9343	HEALTH INSURANCE	10/17/2013	1,661.09	.00	
01-340-5100 PROFESSIONAL SERVIC	LECHNER AND SONS INC.	1804889	PW UNIFORMS	10/23/2013	5.79	.00	
01-340-5100 PROFESSIONAL SERVIC	MAUREEN E ODEA	11.04.2013	INSPECTIONS 10/2013	11/04/2013	732.00	.00	
01-340-5100 PROFESSIONAL SERVIC	S & J SERVICES INC.	920	ELECTRICAL INSPECTIONS	10/26/2013	808.50	.00	
01-340-5100 PROFESSIONAL SERVIC	SAFEBUILT	0015633-IN	PLUMBING INSPECTIONS	09/30/2013	554.00	.00	
01-340-5321 AUTO EXPENSE	SECRETARY OF STATE	10.31.2013	REPLACEMENT LICENSE PLAT	10/29/2013	6.00	.00	
01-340-5330 TRAINING	2013 NWBOCA FALL SCHOOL	11.06.2013	NWBOCA REGISTRATION	11/06/2013	240.00	.00	
01-340-5700 OFFICE SUPPLIES	FELLOWES, INC.	102913	SUPPLIES	10/29/2013	32.99	.00	
Total BUILDING DEPARTMENT:					4,040.37	.00	
PUBLIC WORKS							
01-350-5020 VEHICLE MAINTENANCE	ARLINGTON HEIGHTS FORD	652741	VEH MTC PARTS #602	10/16/2013	12.66	.00	
01-350-5020 VEHICLE MAINTENANCE	JUST TIRES MP INC.	6125-28338	VEH MTC	10/19/2013	329.84	.00	
01-350-5020 VEHICLE MAINTENANCE	MENARDS	25678	PW OP SUPPLIES	10/17/2013	118.20	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	623423	VEH MTC SUPPLIES	10/15/2013	4.32	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	624050	VEH MTC SUPPLIES	10/17/2013	32.86	.00	
01-350-5104 PROF SERVICES - BUILD	CARDIAC SCIENCE CORPORAT	1593779	PD AED EQUIPMENT	10/18/2013	192.91	.00	
01-350-5104 PROF SERVICES - BUILD	LECHNER AND SONS INC.	1804889	PW UNIFORMS	10/23/2013	77.79	.00	
01-350-5104 PROF SERVICES - BUILD	OPP FRANCHISING INC. DBA J	CHC11130231	PD CLEANING	11/01/2013	315.00	.00	
01-350-5104 PROF SERVICES - BUILD	OPP FRANCHISING INC. DBA J	CHC11130235	CH CLEANING	11/01/2013	817.00	.00	
01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	0011958242	STRTS 3147007013	10/18/2013	180.87	.00	
01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	0011958353	STRTS 0051066105	10/18/2013	373.18	.00	
01-350-5710 OPERATING SUPPLIES	AKT-1 INDUSTRIES INC	16087	PW OPERATING SUPPLIES	09/30/2013	190.00	.00	
01-350-5710 OPERATING SUPPLIES	EL-COR INDUSTRIES INC	82922	PW OPERATING SUPPLIES	10/22/2013	198.80	.00	
01-350-5710 OPERATING SUPPLIES	EL-COR INDUSTRIES INC	82952	PW OPERATING SUPPLIES	10/24/2013	55.00	.00	
01-350-5710 OPERATING SUPPLIES	MENARDS	25678	PW SUPPLIES	10/17/2013	3.51	.00	
01-350-5710 OPERATING SUPPLIES	MICHAEL WAGNER & SONS IN	1293693	PW OPERATING SUPPLIES	10/24/2013	4.68	.00	
01-350-5710 OPERATING SUPPLIES	NAPA-HEIGHTS AUTOMOTIVE	625063	PW OPERATING SUPPLIES	10/21/2013	41.74	.00	
01-350-5710 OPERATING SUPPLIES	NORTHWEST ELECTRICAL SUP	17132274	PW OPERATING SUPPLIES	10/31/2013	17.29	.00	
01-350-5710 OPERATING SUPPLIES	STEINER ELECTRIC COMPANY	S004467682.0	PW OPERATING SUPPLIES	10/03/2013	277.16	.00	
01-350-5730 TOOLS	RUSSO POWER EQUIPMENT IN	1777074	SNOW THROWER/POWER CLE	10/31/2013	494.00	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	1783758-IN	GASOLINE	10/28/2013	2,144.94	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	1787359-IN	GASOLINE	10/28/2013	3,360.89	.00	
01-350-5751 GASOLINE	CONSERV FS INC.	1796746-IN	GASOLINE	10/31/2013	2,131.62	.00	
Total PUBLIC WORKS:					11,374.26	.00	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	HMO ILLINOIS	9343	HEALTH INSURANCE	10/17/2013	11,226.48	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-360-5100 PROFESSIONAL SERVIC	LEXISNEXIS CO.	1290571-2013	ONLINE & RELATED CHARGES	09/30/2013	160.00	.00	
01-360-5100 PROFESSIONAL SERVIC	LEXISNEXIS CO.	1290571-2013	ONLINE & RELATED CHARGES	10/31/2013	163.90	.00	
01-360-5100 PROFESSIONAL SERVIC	NORTHERN ILLINOIS FUNERAL	1744	PD PROF SERVICES	10/31/2013	425.00	.00	
01-360-5140 PRISONERS CARE	VILLAGE OF WHEELING	PH00000029	PRISONER HOUSING	10/22/2013	1,425.00	.00	
01-360-5141 KENNEL FEES	ORPHANS OF THE STORM	11.04.13	KENNEL FEES	11/01/2013	30.00	.00	
01-360-5200 POSTAGE	MAILBOX PLUS	10.31.2013	PD SHIPPING	10/23/2013	42.86	.00	
01-360-5200 POSTAGE	US POSTAL SERVICE	10.31.2013	PD POSTAGE METER REFILL	10/25/2013	500.00	.00	
01-360-5240 NORTHWEST CENTRAL	NW CENTRAL DISPATCH SYST	7944	DISPATCH ASSESSMENT	11/01/2013	15,989.75	.00	
01-360-5610 EQUIPMENT MAINTENA	MAILBOX PLUS	10.23.2013	PD SHIPPING - EQP MTC	10/23/2013	28.48	.00	
01-360-5700 OFFICE SUPPLIES	STEPHANIE HANNON	HO11952958	REIMBURSEMENT	11/06/2013	39.45	.00	
01-360-5741 CLOTHING	AT KULOVITZ & ASSOCIATES I	13-166	PD BODY ARMOR	10/15/2013	170.00	.00	
01-360-5741 CLOTHING	BROOKS-ALLAN	0038028	PD CLOTHING	10/22/2013	932.40	.00	
01-360-5741 CLOTHING	KALE UNIFORMS INC	200PP012	PD CLOTHING	10/07/2013	1,343.34	.00	
01-360-5741 CLOTHING	UNIFORMITY INC	IN226156	PD UNIFORMS	10/18/2013	99.90	.00	
01-360-5741 CLOTHING	UNIFORMITY INC	IN226212	PD UNIFORMS	10/21/2013	107.45	.00	
01-360-5741 CLOTHING	UNIFORMITY INC	IN226329	PD UNIFORMS - DUNNE	10/23/2013	110.70	.00	
01-360-5741 CLOTHING	UNIFORMITY INC	IN226346	PD UNIFORMS	10/23/2013	139.80	.00	
01-360-5741 CLOTHING	UNIFORMITY INC	IN226347	PD UNIFORMS	10/23/2013	128.65	.00	
01-360-5741 CLOTHING	UNIFORMITY INC	IN226486	PD UNIFORMS	10/28/2013	154.55	.00	
01-360-5741 CLOTHING	UNIFORMITY INC	IN226585	PD UNIFORMS	10/30/2013	177.75	.00	
01-360-5741 CLOTHING	UNIFORMITY INC	IN226681	PD UNIFORMS	10/31/2013	8.85	.00	
01-360-7022 POLICE EQUIPMENT	B & H PHOTO VIDEO	76316441	PD CAMERA EQUIPMENT	10/30/2013	12.89	.00	
Total PUBLIC SAFETY:					33,417.20	.00	
GRANTS							
01-390-5910 GRANT - VOCA EXPENS	OMNI YOUTH SERVICES INC.	6COPH14	VOCA GRANT EXPENSE	10/31/2013	6,673.67	.00	
01-390-5947 GRANT-POLICE TOBACC	PETTY CASH PD	10.31.2013	TOBACCO GRANT PURCHASES	10/25/2013	100.00	.00	
Total GRANTS:					6,773.67	.00	
PUBLIC SAFETY CAPITAL OUTLAY							
01-560-7011 BUILDING IMPROVEMEN	MG MECHANICAL SERVICE	22999	PD HVAC SYSTEM	09/30/2013	63,000.00	.00	
Total PUBLIC SAFETY CAPITAL OUTLAY:					63,000.00	.00	
Total GENERAL FUND:					123,919.20	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MOTOR FUEL TAX FUND							
CAPITAL OUTLAY GENERAL							
11-500-7051 SIDEWALKS	BAXTER & WOODMAN INC	0170981	SCHOENBECK ROAD SAFE RO	10/24/2013	1,902.07	.00	
Total CAPITAL OUTLAY GENERAL:					1,902.07	.00	
Total MOTOR FUEL TAX FUND:					1,902.07	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PALATINE/MILWAUKEE TIF FUND							
EXPENSES							
12-300-5100 PROFESSIONAL SERVIC	NICOR GAS	DEV 10.31.201	DEV 75-70-96-7555 9	10/24/2013	65.52	.00	
12-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	43.00	.00	
Total EXPENSES:					108.52	.00	
Total PALATINE/MILWAUKEE TIF FUND:					108.52	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
TOURISM DISTRICT							
EXPENSES							
13-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	45.00	.00	
13-300-5108 BEAUTIFICATION	BARCO PRODUCTS COMPANY	002352032	TOURISM BEAUTIFICATION	10/25/2013	230.55	.00	
Total EXPENSES:					275.55	.00	
Total TOURISM DISTRICT:					275.55	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DEVELOPMENT FUND							
EXPENSES							
14-300-5100 PROFESSIONAL SERVIC	GRUEN GRUEN + ASSOCIATES	1826	LAND USE STUDY	10/28/2013	675.00	.00	
14-300-5100 PROFESSIONAL SERVIC	ILLINOIS-AMERICAN WATER C	63254	DEV 1025-210001863254	11/04/2013	266.21	.00	
14-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	58.00	.00	
Total EXPENSES:					999.21	.00	
Total DEVELOPMENT FUND:					999.21	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DEA SEIZURE FUND							
EXPENSES							
16-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	23.00	.00	
16-300-7020 EQUIPMENT	CDW GOVERNMENT INC	GT05444	SONICWALL	10/30/2013	5,199.99	.00	
Total EXPENSES:					5,222.99	.00	
Total DEA SEIZURE FUND:					5,222.99	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SOLID WASTE DISPOSAL FUND							
EXPENSES							
17-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	21.00	.00	
Total EXPENSES:					21.00	.00	
Total SOLID WASTE DISPOSAL FUND:					21.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #1							
EXPENSES							
21-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	18.00	.00	
Total EXPENSES:					18.00	.00	
Total SSA #1:					18.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #2							
EXPENSES							
22-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	18.00	.00	
Total EXPENSES:					18.00	.00	
Total SSA #2:					18.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #3							
EXPENSES							
23-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	24.00	.00	
Total EXPENSES:					24.00	.00	
Total SSA #3:					24.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #4							
EXPENSES							
24-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	18.00	.00	
Total EXPENSES:					18.00	.00	
Total SSA #4:					18.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #5							
EXPENSES							
25-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	25.00	.00	
Total EXPENSES:					25.00	.00	
Total SSA #5:					25.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #6							
EXPENSES							
26-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	35.00	.00	
Total EXPENSES:					35.00	.00	
Total SSA #6:					35.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #8							
EXPENSES							
28-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	22.00	.00	
Total EXPENSES:					22.00	.00	
Total SSA #8:					22.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ROAD CONSTRUCTION FUND							
EXPENSES							
31-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	44.00	.00	
Total EXPENSES:					44.00	.00	
CAPITAL OUTLAY GENERAL							
31-500-7050 ROAD CONSTRUCTION	ARROW ROAD CONSTRUCTIO	11.07.2013	2013 ROAD CONSTRUCTION	11/01/2013	442,365.73	.00	
Total CAPITAL OUTLAY GENERAL:					442,365.73	.00	
Total ROAD CONSTRUCTION FUND:					442,409.73	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATER FUND							
EXPENSES							
51-300-5050 SYSTEM MAINTENANCE	HD SUPPLY WATERWORKS LT	B611108	WTR MAINT PARTS	10/11/2013	124.20	.00	
51-300-5100 PROFESSIONAL SERVIC	BAXTER & WOODMAN INC	0170980	SCADA SUPPORT SERVICES	10/24/2013	804.09	.00	
51-300-5100 PROFESSIONAL SERVIC	PDC LABORATORIES INC	752817	WTR TESTING	10/15/2013	75.00	.00	
51-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	131.00	.00	
51-300-5200 POSTAGE	FEDEX	2-441-93736	WTR SAMPLE SHIPPING	10/23/2013	51.81	.00	
51-300-5310 MEMBERSHIPS	AMERICAN WATER WORKS AS	10-25-13W	MEMBERSHIP DUES RENEWAL	10/25/2013	325.00	.00	
51-300-5410 UTILITIES	COMCAST	0035801	INTERNET FOR SCADA SYSTE	10/21/2013	99.24	.00	
51-300-5410 UTILITIES	VERIZON WIRELESS	9713791644	SCADA SYSTEM	10/23/2013	40.01	.00	
51-300-5412 WATER	ILLINOIS-AMERICAN WATER C	21674	WTR 1025-210004321674	11/06/2013	42,044.04	.00	
Total EXPENSES:					43,694.39	.00	
Total WATER FUND:					43,694.39	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PARKING FUND							
EXPENSES							
52-300-5101 AUDIT	BAKER TILLY VIRCHOW KRAUS	BT697075	AUDIT SERVICES	10/30/2013	35.00	.00	
52-300-5410 UTILITIES	NICOR GAS	METRA 10.30.	METRA 20-24-74-0000 3	10/23/2013	26.81	.00	
Total EXPENSES:					61.81	.00	
Total PARKING FUND:					61.81	.00	

GL Account and Title		Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ROAD & BUILDING BOND ESCROW								
72-000-2310	DEPOSIT ROAD/BUILDE	ALDI INC.	03-227	REFUND BLD BOND #03-227	04/04/2013	17,917.00-	.00	
72-000-2310	DEPOSIT ROAD/BUILDE	ALDI INC.	03-232	REFUND INFRASTRUCTURE B	04/04/2013	32,772.00-	.00	
72-000-2310	DEPOSIT ROAD/BUILDE	ALDI INC.	10.28.13	BLDG/INFRASTRUCTURE BON	10/28/2013	50,674.00- VOID	.00	
72-000-2310	DEPOSIT ROAD/BUILDE	ALDI INC.	11.04.2013	BLDG/INFRASTRUCTURE BON	04/04/2013	50,674.00	.00	
72-000-2310	DEPOSIT ROAD/BUILDE	MARTHA C. LOPEZ	10.31.2013	ROAD BOND	10/23/2013	490.00	.00	
72-000-2310	DEPOSIT ROAD/BUILDE	MICHAEL J. MORAN	10.31.2013	road bond	10/28/2013	500.00	.00	
72-000-2310	DEPOSIT ROAD/BUILDE	MOCIEJ KEMPA	10-206	BLDG/RD BOND	11/06/2013	4,485.50	.00	
Total :						45,213.50-	.00	
Total ROAD & BUILDING BOND ESCROW:						45,213.50-	.00	
Grand Totals:						573,560.97	.00	

101,363 Void Check

674,923.97