



**CITY COUNCIL REGULAR MEETING
AGENDA**

November 25, 2013

6:30 p.m.

City Hall

Prospect Heights, IL 60070

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE** – Alderman Williamson
- IV. INVOCATION** – Reverend Thomas Kim of the Korean Central United Methodist Church
- V. SPECIAL PRESENTATIONS**
 - A. A Proclamation Declaring December Safe Drunk and Drugged Month.
 - B. Presentation by Chief Jamie Dunne Regarding Automated Traffic Enforcement System for School Busses.
- VI. CLOSED SESSION**
- VII. RESIDENTS COMMENTS (Agenda Matters)**
- VIII. STAFF AND ELECTED OFFICIALS REPORTS**

Chicago Executive Airport - Director Betty Cloud
City Administrator - Anne Marrin
Mayor and Aldermen Comments
- IX. ADOPTION OF CONSENT AGENDA** - All items listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless an Alderman or citizen so requests, in which event the item will be removed from the general order of business and considered under the Approval of Exceptions.
 - C. Approval of Minutes, Regular City Council Meeting, October 28, 2013.
 - D. Approval of Minutes, City Council Workshop, November 12, 2013.
 - E. Approval of the City of Prospect Heights Council Meeting Calendar for 2014.

- F. An Ordinance Approving Certain Agreements with Signature Flight Support Corporation (Waiver of 1st Reading – Discussed at November Workshop).
- G. An Ordinance Regarding an Automated Traffic Enforcement System for Approaching, Overtaking and Passing a School Bus (2nd Reading).
- H. Approval of an Ordinance Amending the Number of Class B Liquor Licenses (Ultra Foods) (2nd Reading).
- I. Approval of an Ordinance Amending the Number of Class SB Liquor Licenses for Player's Pub & Grill (2nd Reading).
- J. An Ordinance Amending Title 1, Chapter 8 of the Prospect Heights City Code Related to the Compensation of Elected Officers (2nd Reading).
- K. A Resolution Approving and Recommending to the Village and the City of Prospect Heights that the Municipalities Approve a Memorandum of Agreement (MOA) with the Federal Aviation Administration Relating to Navigation, Communication and Weather Observing Facilities.

X. APPROVAL OF EXCEPTIONS

XI. APPROVAL OF CONTRACTS

- L. Award of a Contract for Landscape Architecture Proposals for Tourism District with Teska and Associates (Discussed at November Workshop).
- M. Award of a Contract with Crystal Maintenance Services for Janitorial Services for City Buildings (Discussed at November Workshop).
- N. Approval of a Contract with Mesirow Financial for Property, Casualty & Worker's Compensation Insurance for the year Beginning December 1, 2013 through November 30, 2014 (Discussed at November Workshop).
- O. Review and Approval of the Purchase of an Electronic Fence for Public Works from First Fence Inc. (Discussed at November Workshop).
- P. Award of a Contract for Engineering Services with Gewalt Hamilton Engineering for In-House Engineering Services.

XII. LEGISLATION

XIII. APPROVAL OF EXPENDITURES

Q. Approval of Warrants

General Fund	\$128,759.27
MFT Fund	\$0.00
Palatine/Milwaukee TIF	\$1,059.44
Tourism District	\$0.00
Development Fund	\$334.83
DEA Fund	\$0.00
Solid Waste Fund	\$0.00
SS Area #1	\$0.00
SS Area #2	\$0.00
SS Area #3	\$6,528.04

SS Area #4	\$0.00
SS Area #5	\$7,843.39
SS Area #8 – Levee Wall #37	\$94.07
SS Area-Constr #6 (Water Main)	\$0.00
SS Area- Debt #6	\$0.00
Road Construction	\$43,385.48
Water Fund	\$4,389.38
Parking Fund	\$417.82
Road/Building Bond Escrow	\$31,571.20
TOTAL Expenditures	\$224,382.92
Wire Payments, Service Charges, & Payroll	\$1,370,783.16
TOTAL	\$1,595,166.08

XIV. COMMITTEE APPOINTMENTS

XV. RESIDENTS COMMENTS (Non Agenda Matters)

XVI. UNFINISHED BUSINESS

XVII. NEW BUSINESS

R. An Ordinance Amending the Prospect Heights Building Code (Finger Group).

XVIII. ADJOURNMENT

POSTED: November 22, 2013 1:30 p.m. by Robert Sabo, Assistant to the City Administrator

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

A

PROCLAMATION
NATIONAL DRUNK AND DRUGGED DRIVING PREVENTION MONTH
DECEMBER 2013

WHEREAS, motor vehicle crashes killed 956 people in Illinois during 2012; and

WHEREAS, hundreds of those deaths involved a driver impaired by alcohol and/or drugs; and

WHEREAS, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

WHEREAS, for thousands of families across the State and the Nation, holidays are a time to remember loved ones lost; and

WHEREAS, organizations across the State and the Nation are joined with the Drive Sober or Get Pulled Over and other campaigns that foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcement efforts; and

WHEREAS, the City of Prospect Heights is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and other traffic safety groups in that effort to make our roads and streets safer;

NOW, THEREFORE I, Nicholas J. Helmer, Mayor of the City of Prospect Heights, do hereby proclaim December 2013 as Drunk and Drugged Driving (3D) Prevention Month in the City of Prospect Heights and do hereby call upon all citizens, government agencies, business leaders, hospitals and health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

DATED, this 25th day of November, 2013.

Nicholas J. Helmer
Mayor, City of Prospect Heights

ATTEST:

Stacey Adamson
City Clerk

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
January 13, 2014**

February 10, 2014

March 10, 2014

April 14, 2014

May 12, 2014

June 9, 2014

July 14, 2014

No Meeting

September 8, 2014

October 13, 2014

November 10, 2014

December 8, 2014

**Regular City Council
Meeting Schedule
January 27, 2014**

February 24, 2013

March 24, 2014

April 28, 2014

May 27, 2014

June 23, 2014

July 28, 2014

August 25, 2014

September 22, 2014

October 27, 2014

November 24, 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.**

F

ORDINANCE NO. _____

**AN ORDINANCE APPROVING CERTAIN AGREEMENTS
WITH SIGNATURE FLIGHT SUPPORT CORPORATION**

WHEREAS, in July of 2005, the City of Prospect Heights and the Village of Wheeling entered into and signed the Chicago Executive Airport Intergovernmental Agreement (hereinafter the "IGA");

WHEREAS, pursuant to the IGA, Wheeling and Prospect Heights jointly own, operate and maintain Chicago Executive Airport, formerly known as Palwaukee Municipal Airport (the "Airport");

WHEREAS, the Airport is located partially within the City of Prospect Heights and partially within the Village of Wheeling;

WHEREAS, under the IGA, the approval of each of the municipalities is required for certain agreements;

WHEREAS, The CEA Board has recommended and the Village of Wheeling has approved the following agreements:

1. Access Agreement between Chicago Executive Airport and Signature Flight Support Corporation (attached and incorporated as Exhibit A);
2. Ground Lease Agreement between Chicago Executive Airport and Signature Flight Support Corporation(attached and incorporated as Exhibit B);
3. Agreement for Purchase and Sale of Real Estate by and between Signature Flight Support Corporation, the Village of Wheeling and the City of Prospect Heights (attached and incorporated as Exhibit C);
4. Access Easement Agreement by and between the Village of Wheeling and the City of Prospect Heights as Grantors and Signature Flight Support Corporation as Grantee(attached and incorporated as Exhibit D);

The above itemized agreements are referred to collectively as the "Agreements" in this Ordinance;

WHEREAS, the Agreements shall facilitate the development of the property commonly known as the 94th Aero Squadron Property ("Property") in Wheeling for airport purposes;

WHEREAS, the property is very unique, has remained undeveloped for several years, and the city council finds that its development for airport related uses is necessary, convenient and in the best interests of the airport and the residents of the city; and

WHEREAS, the city council expressly finds that the Access Agreement listed as item 1 above is a direct result of the unique circumstances of the Property and shall not be considered a routine agreement and the adoption of which shall not be considered precedential;

NOW, THEREFORE, BE IT ORDAINED as follows:

SECTION ONE: The above recitals are incorporated into this ordinance as if fully set forth.

SECTION TWO: The Agreements are hereby approved and the officials of the city designated on them are hereby authorized to sign them.

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

PASSED and APPROVED this ____ day of _____, 2013.

Nicholas J. Helmer, Mayor

ATTEST:

CITY CLERK

AYES:

NAYS:

ABSENT:

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 ITEM¹: 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.

BUDGET²: N/A

BIDDING³: 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



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 covenants 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 be 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: _____
Chairman

Dated: _____

APPROVED BY:

VILLAGE OF WHEELING

By: _____
Its: _____
Village President

Dated: _____

CITY OF PROSPECT HEIGHTS

By: _____
Its: _____
Mayor

Dated: _____

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 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 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 Section; thence South along the East Line of said 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 A	Leased Premises
Exhibit B	Improvements
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 upkeep, 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. **Services and Utilities; Roads and Parking**

- a. **Utilities.** 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. **Other Services.** 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. Assignment, Mortgage or Subletting

- a. Assignment. 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. Laws, Rules, Regulations, Ordinances and Environmental Laws

- a. Laws, Rules, Regulations and Ordinances. 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. Environmental Laws. 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:

If to the Lessor:

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

If to Lessee:

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

With a copy to:

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. Applicable Law. 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. Waivers. 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.

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

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. Title Insurance. 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 re-prorate 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. **Warranties.**

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 its 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:

Signature Flight Support Corporation
Attn: General Manager
1100 S. Milwaukee Avenue

If to CEA:

Chicago Executive Airport
1020 Plant Road
Wheeling, IL 60090

Wheeling, IL 60090
Fax: 847-537-4188

Attention: Airport Manager
Fax: 847-537-8183

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

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

And

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

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 parties, 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



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.

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 sensors 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



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

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. to 12:00 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 _____.

I

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,

A handwritten signature in black ink, appearing to read 'Robert Sabo'.

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)

November 21, 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 given direction from the City Council at the November 12 City Council Workshop to prepare the elected officials compensation ordinance with the Mayor at \$500.00 per month and all other elected officials at \$250.00 per month. Per the direction of Mayor Helmer, please note the added paragraph regarding absences from Regular City Council Meetings and Regular City Council Workshop Meetings. As a reminder, this Ordinance will be effective for the terms of office commencing May 1, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Sabo', written over a light blue horizontal line.

Robert Sabo
Assistant to the City Administrator

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 bold, underlined text so that the same shall be read as follows:

Section 1-7-1.A. Elected Officers:

1. Salaries: Effective with the commencement of the terms of the below elected officers in May, 2015 ~~city election of April 2003~~, 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. <u>\$500.00 per month, if all regular meetings are attended.</u>
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City Clerk	50.00 per month plus 25.00 per regular, special meeting attended, and/or fall/spring workshop attended. <u>\$250.00 per month, if all regular meetings are attended.</u>
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Aldermen	50.00 per month plus 25.00 per regular, special meeting attended, and/or fall/spring workshop attended. <u>\$250.00 per month, if all regular meetings are attended.</u>
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City Treasurer	50.00 per month plus 25.00 per regular, special meeting attended, and/or fall/spring workshop attended. <u>\$250.00 per month, if all regular meetings are attended.</u>
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2. ~~Additional Compensation: The mayor and/or aldermen shall be eligible to receive compensation from PMAC as set forth under the "rules and regulations of the Palwaukee~~

~~municipal airport commission" as approved by the city if said official is appointed by the mayor to serve as a member of the airport commission.~~

Missed Meetings: If the above officials misses a regular city council or regular city council workshop meeting in a given month, the salary for that month shall be one-half of the amount stated in paragraph 1.

~~3. Establishment Of Salaries: Salaries established herein are for those terms of office commencing May 1, 2003.~~

SECTION TWO: Section 1-7-1.A as currently written shall remain in effect until the commencement of the terms of office in May, 2015, as set forth above.

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 FOUR: 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 _____.



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

From: Anne Marrin, City Administrator

Date: November 25, 2013

Re: Resolution-MOA for Chicago Executive Airport with the FAA

Issue: Last week, the Airport Board of Directors passed the attached resolution, which approves and recommends to both communities the approval of a Memorandum of Agreement (MOA) between the airport, its property owners (Prospect Heights and the Village of Wheeling) and the FAA. This MOA replaces an older/expired version of the document with no significant changes.

The MOA is allowing for the use of airport property for FAA facilities, mainly NAVAID, radio communication, and weather observing station. All of these facilities are beneficial to the airport. There is no monetary compensation in this agreement.

Recommendation: Staff recommends approval of the MOA for the benefit of airport operations.

CHICAGO EXECUTIVE AIRPORT LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO. 13-049

DATE OF BOARD MEETING: November 20, 2013

TITLE OF ITEM SUBMITTED:

A RESOLUTION APPROVING AND RECOMMENDING TO THE VILLAGE OF WHEELING AND THE CITY OF PROSEPT HEIGHTS THAT THE MUNICIPALITIES APPROVE A MEMORANDUM OF AGREEMENT (MOA) WITH THE FEDERAL AVIATION ADMINISTRATION RELATING TO NAVIGATION, COMMUNICATION, AND WEATHER OBSERVING FACILITIES

SUBMITTED BY: Jamie L Abbott, C.M., Acting Airport Manager

BASIC DESCRIPTION OF ITEM: This Memorandum of Agreement is to replace an older MOA for the same purpose; to support the FAA's NAVIADS, communication equipment, and weather observing facilities. There is no monetary consideration regarding this MOA. These facilities benefit the operations of the airport.

BUDGET: N/A

BIDDING: N/A

EXHIBIT(S) ATTACHED: Memorandum of Agreement (MOA) between the Federal Aviation Administration and Chicago Executive Airport, in Wheeling/ Prospect Heights, Cook County, Illinois

RECOMMENDATION: To approve

SUBMITTED FOR BOARD APPROVAL: Jamie L. Abbott, C.M., 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. 13-049

A RESOLUTION APPROVING AND RECOMMENDING TO THE VILLAGE OF WHEELING AND THE CITY OF PROSEPT HEIGHTS THAT THE MUNICIPALITIES APPROVE A MEMORANDUM OF AGREEMENT (MOA) WITH THE FEDERAL AVIATION ADMINISTRATION RELATING TO NAVIGATION, COMMUNICATION, AND WEATHER OBSERVING FACILITIES

WHEREAS, the parties listed in the attached MOA have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations at Chicago Executive Airport; and,

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and,

WHEREAS, the parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Chicago Executive Airport; and,

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

Director Kolssak moved, seconded by Director Cloud that Resolution No. 13-049 be adopted.

Director Cloud Aye

Director Katz Aye

Director Kearns Absent

Director Kolssak Aye

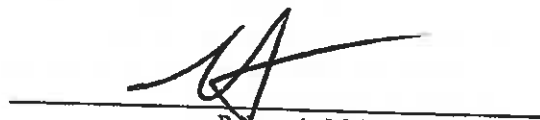
Director Lang Aye

Director Pace Aye

ADOPTED this 20th day of November, 2013, by the Chairman and the Board of Directors of Chicago Executive Airport Board of Directors.

ATTEST:


Elizabeth Cloud
Secretary


Robert A. McKenzie
Chairman

NO COST LAND ON AIRPORT MEMORANDUM OF AGREEMENT

MOA No: DTFACN- 13 - L - 00206

Geographical Location: Wheeling, Illinois 60090

This agreement is made and entered into by the Village of Wheeling & City of Prospect Heights, Illinois, the joint sponsors of Chicago Executive Airport, hereinafter collectively referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, the parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Chicago Executive Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jun-04):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of the parties hereto it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on 10/1/2014 and continuing through 09/30/2034. The FAA can terminate this agreement, in whole or part at any time by giving at least (30) day's notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as Chicago Executive Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (Aug-02):

The FAA shall pay the Airport no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as, Chicago Executive Airport shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (Apr-05)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly

attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the airport with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

10. NOTICES (Oct-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

To Airport

Chicago Executive Airport
Attn: Airport Manager
1020 South Plant Road
Wheeling, IL 60090

FEDERAL AVIATION ADMINISTRATION:

Federal Aviation Administration, AGL -53
2300 E. Devon Ave.
Des Plaines, Illinois 60018

11. Previous Lease(s)/Agreement(s) This agreement supersedes Land Lease number DTFA14-94-L-R2001. Land Lease DTFA14-94-L-R2001 is terminated as of 9/30/2014.

12. The following clauses are incorporated by reference: The full text of these clauses can be found via Internet at site <http://fast.faa.gov/> and finding the form "Land On-Airport Lease".

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

13. MAINTENANCE OF AIRPORT FACILITIES:

The Airport agrees to provide adequate grass cutting, vegetation control, weed cutting, and/ or snow plowing at all FAA air navigational/ communication/ meteorological facilities now or hereafter located on Chicago Executive Airport at no cost to the Government.

14. EXAMINATION OF RECORDS (AUG-02):

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

15. SIGNATURES (Apr-04):

The airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

16. COUNTERPARTS:

This No Cost Land on Airport Memorandum of Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same.

VILLAGE OF WHEELING

UNITED STATES OF AMERICA

Federal Aviation Administration

By: _____

By: _____

Its: President

Charles J. Faso

Title: Real Estate Contracting Officer

Date: _____

Date: _____

CITY OF PROSPECT HEIGHTS

By: _____

Its: Mayor

Date: _____

CHICAGO EXECUTIVE AIRPORT

By: _____

Its: Chairman

Date: _____

CERTIFICATE

I, _____, certify that I am the _____ of the Village of Wheeling (State, County, Municipality, or other Public Authority) named in the foregoing agreement: that Village President who signed said agreement on behalf of the Village of Wheeling was then Village President of said Village of Wheeling that said agreement was duly signed for and in behalf of said Village of Wheeling, by authority of its governing body, and is within the scope of its powers.

Signed _____

I, _____, certify that I am the _____ of the City of Prospect Heights (State, County, Municipality, or other Public Authority) named in the foregoing agreement: that Mayor who signed said agreement on behalf of the City of Prospect Heights was then Mayor of said City of Prospect Heights that said agreement was duly signed for and in behalf of said City of Prospect Heights, by authority of its governing body, and is within the scope of its powers.

Signed _____

I, _____, certify that I am the _____ of the Chicago Executive Airport (State, County, Municipality, or other Public Authority) named in the foregoing agreement: that Chairman of the Board who signed said agreement on behalf of the Chicago Executive Airport was then Chairman of the Board of said Chicago Executive Airport that said agreement was duly signed for and in behalf of said Chicago Executive Airport, by authority of its governing body, and is within the scope of its powers.

Signed _____
Secretary

List of Facilities

**MEMORANDUM OF AGREEMENT
DTFACN-13-L-00206**

Chicago Executive Airport

Dated: 6/14/2013

<u>Number</u>	<u>Facility</u>	<u>R/W Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1	Automated Surface Observing System (ASOS)			Approx. 1.68 Acres
2	Remote Receiver/Transmitter (RTR)			Approx. 0.51 Acres
3	Stand Alone Weather Sensors (SAWS)			Approx. 0.72 Acres
4	Precision Approach Path Indicator (PAPI)	6		Approx. 0.07 Acres
5	Glide Slope (GS)	16		Approx. 0.63 Acres
6	Localizer (LOC)	16		Approx. 0.13 Acres
7	Precision Approach Path Indicator (PAPI)	16		Approx. 0.07 Acres
8	Precision Approach Path Indicator (PAPI)	34		Approx. 0.07 Acres



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

From: Anne Marrin, City Administrator

Date: November 25, 2013

Re: Landscape Architect Teska Associates, Inc.

Issue: As discussed in the November Workshop, the RFP's for Landscape Architect were rejected and staff was directed to execute an agreement with Teska Associates for Landscape Architecture Service for the Tourism District. Teska will work with IDOT in the planning and implementation of the design and assist in writing RFP's for landscape services. We feel they bring much experience to the table especially in transportation corridors and will assess the critical elements of our Palatine/Milwaukee Road area accordingly. The contract total is \$17,740. We would like to begin the plan over the winter months so that we can move on the improvements by early spring.

Recommendation: Staff recommends approval.

11/25/2013 Attachments: Teska Associates, Proposal



14 November 2013

Anne Marrin, City Administrator
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070
AMarrin@prospect-heights.org

Re: City of Prospect Heights Landscape Architectural Services

Dear Anne,

Thank you for the call today. Teska Associates is pleased to have been selected to work with the City of Prospect Heights on landscape planning for the Milwaukee Avenue and Palatine Road Corridors.

I understand that the City Council is planning to discuss this matter in detail at the upcoming November 25 meeting. To assist with the Council's discussion, please find the enclosed scope and budget excerpts that were submitted as our response to the City's RFP on October 18.

Please give a call if there are any questions or clarifications I can provide.

Looking forward to working with you and your staff on this exciting assignment.

Best,

A handwritten signature in blue ink that reads "Jodi Mariano" followed by a horizontal line.

Jodi Mariano, PLA, ASLA
Principal Landscape Architect
Teska Associates, Inc.
627 Grove Street
Evanston, IL 60201
847.869.2015 x324
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 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.

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.



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



- 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.*

Phase 1 Meetings include:

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

Phase 1 Deliverables

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

M

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?

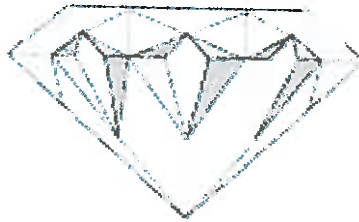
Monika explained that the contracts are 1 year or 3 year. There is a thirty day notice cancellation clause and they just asked to be informed as to why the contract is being cancelled.

- 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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WELCOME TO CRYSTAL 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 contaminants.
 - 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

Cystal 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

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.
-

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

A blue ink signature of David Thompson, written in a cursive style, is located on the right side of the certificate.

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	CONTRACT NAME: PHONE (A/C, No, Ext): (773) 777-4443 FAX (A/C, No): (773) 777-4443 EMAIL: ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Pekin Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Pekin Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED CRYSTAL MANAGEMENT & MAINTENANCE SERVICES CORP. 1698 WALL ST S04 MT PROSPECT IL 60058															

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.

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

CANCELLATION

PROOF OF INSURANCE

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

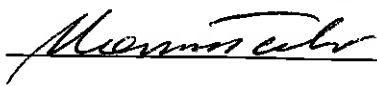
AUTHORIZED REPRESENTATIVE

Phone: () -
 FAX: () -

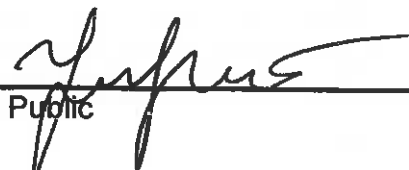
14

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.

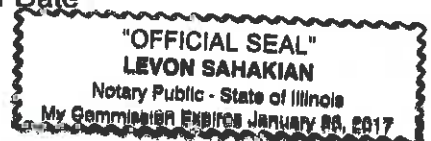
Proposer's Firm Name <u>CRYSTAL MNGT & MAINT. SERVICES, CORP.</u>	
Street Address, City, State and Zip Code <u>1699 WALL ST, SUITE 504, MT. PROSPECT IL 60056</u>	
Phone Number <u>847-228-6555</u>	Email <u>CRYSTALMAINTENANCE@AMERITECH.NET</u>
Print Name & Title <u>MONIKA TALAR</u> <u>GENERAL MANAGER</u>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

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


Notary Public

1-26-17
Notary Expiration Date

SEAL





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



Insurance Program Managers Group, LLC

**Illinois Counties Risk Management Trust
INSURANCE PROGRAM PROPOSAL**

for

**Prospect Heights, City of
8 N. Elmhurst Road
Prospect Heights, IL 60070**

ICRMT2013410

Policy Period: 12/01/2013 to 12/01/2014

Endorsements to the policy resulted in the premium change shown below.

Coverage Part(s)	Premium
General Liability & Law Enforcement Liability	\$133,435
Property, Inland Marine	Included
Commercial Auto	Included
Public Officials Liability - Claims Made	Included
Crime	Included
Boiler & Machinery	Included
Special Coverage	Not Requested
Excess Liability	\$21,091
Total Policy Premium:	\$154,526

Terms and Conditions:

A signed copy of this document along with the payment must be received in the office prior to the effective date of coverage. Coverage cannot be bound without formal documentation.

Binding Order:

Please accept this as a formal confirmation that all terms and conditions of the proposed insurance program by the Illinois Counties Risk Management Trust are accepted effective 12/01/2013.

_____ Signature of Official	_____ Title	_____ Date
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Insurance Program Managers Group, LLC

**Illinois Counties Risk Management Trust
INSURANCE PROGRAM PROPOSAL**

INVOICE

for

Prospect Heights, City of
8 N. Elmhurst Road
Prospect Heights, IL 60070

Policy Number: ICRMT2013410

Policy Period: 12/01/2013 to 12/01/2014

Coverage Part(s)	Premium
General Liability & Law Enforcement Liability	\$133,435
Property, Inland Marine	Included
Commercial Auto	Included
Public Officials Liability - Claims Made	Included
Crime	Included
Boiler & Machinery	Included
Special Coverage	Not Requested
Excess Liability	\$21,091
Total Policy Premium:	\$154,526
Total Policy Premium:	\$154,526

Premium due by effective date of coverage

Please make checks payable to:

Illinois Counties Risk Management Trust

Dept 5532

P.O. Box 3016

Milwaukee, WI 53201



Illinois Counties Risk Management Trust

Part V. Workers' Compensation Proposal

Named Insured: Prospect Heights, City of
8 N. Elmhurst Road
Prospect Heights, IL 60070

Program Year: 2013-2014
Effective Dates: 12/01/2013 to 12/01/2014
Policy Number: ICRMT2013410

Coverage A, Workers' Compensation Limit: Statutory

Coverage B, Employers' Liability Limit: \$2,500,000 Each Accident and \$2,500,000 Each Employee for Disease

Deductible: \$0 Each Accident

Extensions of Coverage: Volunteers

Terms and Conditions:

1. Payrolls subject to annual audit.
2. Policy is only cancellable at program anniversary and after 30 day written notice is given. If required notice is not given, full estimated premium is earned, due and payable.
3. All terms and conditions of membership in the Illinois Counties Risk Management Trust are set forth in the Trust by-laws. A copy of this document is available for your review.

This is not an invoice.



Illinois Counties Risk Management Trust **Part V. Workers' Compensation Proposal**

Named Insured: Prospect Heights, City of
 8 N. Elmhurst Road
 Prospect Heights, IL 60070

Program Year: 2013-2014
Effective Dates: 12/01/2013 to 12/01/2014
Policy Number: ICRMT2013410

Code	Classification	Estimated Payroll	Rate	Estimated Premium
5506	Street & Road	\$0	12.1400	\$0
5606	Contractor - Supervisor	\$86,949	3.0400	\$2,643
7520	Waterworks Operation	\$67,475	9.2700	\$6,255
7580	Sewage Disposal Plant	\$0	8.1500	\$0
7720	Law Enforcement	\$1,616,955	6.5000	\$105,102
8380	Auto Repair	\$75,250	6.3900	\$4,808
8810	Clerical	\$1,217,547	0.5900	\$7,184
9015	Building Operations/Custodial/Maintenance NOC	\$58,909	9.1200	\$5,373
9402	Street Cleaning	\$0	9.5900	\$0
9410	Municipal NOC	\$62,091	6.3600	\$3,949
Totals:		\$3,185,176		\$135,314

Gross Annual Premium		\$135,314
Increased Limit Multiplier	1.02	\$138,020
Experience Modifier	0.92	\$126,978
Schedule Modifier		\$126,978
Subtotal		\$126,978
Premium Discount	10.80%	(\$13,714)
Annual Premium		\$113,265

Acceptance Statement:

Please accept this as a formal confirmation that all terms and conditions of the proposed insurance program by the Illinois Counties Risk Management Trust are accepted effective 12/01/2013.

 Signature of Official

 Title

 Date



Illinois Counties Risk Management Trust
Part V. Workers' Compensation

Invoice

Prospect Heights, City of
8 N. Elmhurst Road
Prospect Heights, IL 60070

Policy Number: ICRMT2013410

Policy Period: 12/01/2013 to 12/01/2014

Coverage Part(s)	Premium
Workers Compensation	\$113,265
Total Policy Premium:	\$113,265
Total Policy Premium:	\$113,265

Total Policy Premium is due: 12/01/2013

Please make checks payable to:
Illinois Counties Risk Management Trust
Dept 5532
P.O. Box 3016
Milwaukee, WI 53201



MEMO

DATE: November 21, 2013
TO: Anne Marrin, City Administrator
FROM: Steven L. Cutaia, Acting Public Works Director
Re: P.W. Electronic Gate

As discussed at the November 12, 2013 council meeting and per Alderman Williamson's direction, I have obtained an additional quote to have the entire front fence/gates to have brown coated chain link. Attached is the additional quote. The coating will be in dark brown to match the trim of the P.W. Facility.

The previous quote again, was \$11, 821.00. Attached is the proposed additional cost of \$1,779.00 for the entire front fence/gates to have the brown coated chain link. This totals \$13,600.00.

The warrantee includes lifetime on the workmanship and five years on the unit.

As stated before staff and I recommend this design and this company, and now this brown coating.

"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

Date 11/21/13
Customer VILLAGE OF PROSPECT HEIGHTS Job site PUBLIC WORKS
Address 8 N ELMHURST RD Address 401 PIPER LANE
City PROSPECT HEIGHTS State IL Zip 60070 City PROSPECT HEIGHTS State IL Zip 60070
Home # 847-590-1854 Work # (847) 398-6070 Job Site # 847-980-0078 Contact STEVEN 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	ft.	Iron - Aluminum	ft.
Height, Style & Color				8' - BROWN VINYL			
Picket/ Wire Size: Spacing				8 GA			
Top Finish							
Rails Number and Size				N/A			
Gates				EXISTING			
Terminal Post Sizes				3"			
Intermediate Post Size				2 1/2"			
Take Down	82						
Haul Away	0						
Haul Dirt	NO						
Butt Pulls	0						
Concrete Breaks	0						
No. Core Drills							
No. Asphalt Breaks							
Underground Utilities							
Trim Bushes							
Follow Ground							
Straight							
Stepped							
Additional Work:							

Change GAL CIL ON NEW TANTILKERN TO BROWN VINYL

Change GAL CIL TO BROWN 82'

Change BRACE BARS

Change TENSION BARS

TIE WIRE

note 596.00

1183.00

Complete Price _____ Dollars (1183.00)
Payments as Follows: 50% Deposit Balance Due On Completion _____ Invoice Net 30 Days _____ Financed 90 Days _____
Deposit \$ _____ Check # _____ Balance Due \$ _____ Visa / Master Card / Discover # _____ Financed 1779.00
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 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 Purchaser's 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 SESSSED 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
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

Date



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

From: Anne Marrin, City Administrator

Date: November 25, 2013

Re: Engineering Contract Award

Issue: The City placed a request for RFQ's for Engineering Services on the website and 15 firms submitted. All submittals were reviewed and references checked. We interviewed four of the firms regarding in-house engineering services, project engineering services and office hours. Our current engineers on the Phase III Road Program, Gewalt Hamilton, captured the spirit of what we were looking for in engineering services. They have vast municipal in-house engineering experience and understand what our needs are for the City. Because they have worked on the Roads Project, they are very aware of many of our road and drainage issues, our resident's needs and requests, our future needs, capital improvements and reporting requirements.

Since we have been without an engineer since October, we have projects that have been placed on hold pending engineering review. Staff would like to see this process approved as soon as possible.

Recommendation: Staff recommends approval of a contract with Gewalt Hamilton for Engineering Services for one year to start as soon as possible.

November 21, 2013

GHA **GEWALT HAMILTON**
ASSOCIATES, INC.
CONSULTING ENGINEERS

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

850 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

820 Lakeside Drive, Suite 5, Gurnee, IL 60031
TEL 847.855.1100 ■ FAX 847.855.1115

www.gha-engineers.com

Re: Letter of Engagement for City Engineering Services
City of Prospect Heights
GHA Proposal No. 2013.219

Dear Ms. Marrin:

Gewalt Hamilton Associates, Inc. (GHA) is extremely enthusiastic to assist the City with day to day civil engineering and other related services. As stated in our proposal for this work, dated October 21, 2013, we propose that Steven Berecz, PE, be assigned as the City Engineer. We understand that GHA will still be eligible to submit on future City CIP planning, design, construction, etc. projects. We also understand that the City expects an average of 20 to 24 office hours per week, which could vary depending on actual work flow and current assignments/projects that the City may have.

We propose Steve's initial office hours be:

- Tuesday's – 6:45am to 5:30pm (about 10 hours)
- Wednesday's – 12:30pm to 5:30pm (5 hours)
- Thursday's – 6:45am to 11:45am (5 hours)
- Additional time as needed would be agreed to on a weekly basis

Some of the anticipated engineering services of the City Engineer will be:

- Transportation planning and engineering
- Utility infrastructure improvements
- Water supply, treatment, and storage analysis and design
- Stormwater management and water resources
- Sanitary sewer collection system analysis and design
- Acquisition of project permits and coordination with other jurisdictional agencies
- Construction observation
- Environmental and hazardous waste cleanup review (possibly a subconsultant to GHA)
- Street, sidewalk and bike path planning and design
- Permit compliance and regulatory review
- Capital project budgeting
- Engineering plan review
- Meeting attendance
- Structural engineering and architectural design (subconsultant to GHA)
- Funding/grant investigation and development
- Public involvement
- Surveying services
- Electrical / SCADA review and design

Following is our proposed rate schedule for completion of public engineering services performed directly for the City of Prospect Heights. We understand that these services could be quite variable. We have assumed that most of this work could be done under a standard or blanket contract with terms and conditions agreeable to both parties. Individual contracts can also be prepared for project specific work as needed. All hourly rates include costs for AutoCAD systems/software, vehicles and equipment.

Public Improvements Rate Schedule

Staff Description	2013-14 Rate
Principal Engineer	\$150/hr
Senior Engineer/Project Manager	\$124/hr**
Professional Eng./Project Consultant	\$104/hr
GIS Professional	\$104/hr
Staff Engineer	\$96/hr
Senior Engineering Technician	\$98/hr
Engineering Technician II	\$84/hr
Engineering Technician I	\$60/hr
Clerical	\$48/hr

** Steven Berecz is in Senior Engineer rate category

GHA 2013-14 Direct Costs

Mileage	\$0.50/mi
Vehicles/equipment	no charge
CADD software/systems	no charge
Black and white printing - up to 11" x 17"	no charge
Large-format black and white printing	\$0.25/sf
Color prints up to 11" x 17"	\$0.50/page
Large-format color plots	\$3.00/sf

Sub-consultant costs have a 10% mark up and overnight postage and messenger services are invoiced without markup.

For work associated to private developments (excluding single family flooding issues and lot grading reviews of single families) we propose the following rate schedule which is our standard for privately funded projects.

Private Development / Plan Review Rate Schedule

Staff Description	2013-14 Rate
Principal Engineer	\$186/hr
Senior Engineer/Project Manager	\$156/hr
Professional Eng./Project Consultant	\$128/hr

GIS Professional	\$110/hr
Staff Engineer	\$106/hr
Senior Engineering Technician	\$104/hr
Engineering Technician II	\$88/hr
Engineering Technician I	\$62/hr
Clerical	\$50/hr

We propose a one-year agreement term from December 2013 through December of 2014, with subsequent extensions scheduled for approval in November of each calendar year. However, we would be agreeable to a longer contract term if desired by the City. Based on our history with other communities, we anticipate serving the City for many years and are prepared to start immediately following authorization by the City.

Please let me know if you need anything further from us at this time. We appreciate the opportunity to work with you, your staff, and the rest of the City.

Sincerely,
Gewalt Hamilton Associates, Inc.



Steven D. Berecz, P.E.

Corporate Secretary

sberecz@gha-engineers.com

Accepted by: _____

Title: _____

Date: _____

Steven D. Berecz, P.E.

Corporate Secretary/Senior Engineer

Years of Experience: 20
Years with GHA: 20

Experience

Steven D. Berecz, a Partner and Member of the Board, is a Registered Professional Engineer practicing for the past 20 years as a Civil Engineer with emphasis on municipal engineering, site development, storm water management and construction engineering. Mr. Berecz has worked directly for numerous municipalities including the Villages of Lincolnwood, Skokie, Inverness, Wilmette, and Niles, and the Cities of Evanston, Des Plaines, and Chicago. He has also worked with many park districts, school districts, and residential and commercial developers, and on a variety of civil site design projects.

City of Evanston

Mr. Berecz has completed many utility design projects, roadway design projects and construction engineering for the City over the past few years. Work included the design of over 8 miles of water main improvements varying in sizes from 8" to 20", the design of over 2 miles of relief storm sewer improvements, and the design of roadway improvements for over 4 miles on arterial streets and many residential streets. Most projects also included providing full-time construction observation and management services. Total construction costs of the capital improvements were around \$25 million.

Village of Lincolnwood

Mr. Berecz was responsible for the planning, design and review of many municipal projects including roadways, public water mains, combined sewer replacements, storm water management programs and subdivision and commercial reviews. He served in the capacity of Village Engineer in Lincolnwood from 2000 through 2012. Additionally, Mr. Berecz was responsible for the overall design, project management, budgeting, permitting, and construction management of over \$40 Million of capital improvements in the Village of Lincolnwood from 1996 to 2012. This work included resurfacing or reconstruction of all 37 miles of Village roadways and approximately 9 miles of water main and sewer replacements. Other recent projects include a major streetscape improvement project on Touhy Avenue using ITEP, MFT and other state funding sources, an entirely new roadway through a TIF district, including a new at grade railroad crossing; an IEPA Low Interest Loan water main project consisting of 3 miles of main improvements; and many other projects.

Village of Skokie

Mr. Berecz has completed numerous design and construction phase service projects for the Village over the past five years, including Phase II and III for the Southeast Industrial District, which is located in a Tax Increments Financing District; redevelopment and streetscape projects; realignment and reconstruction of Gross Point Road; and widening along Oakton Street. These projects included geometric improvements, roadway design, utility design, street lighting, and storm water management. The projects were completed on time and within budget.

Touhy and Crawford Avenues Streetscape, Lincolnwood

GHA assisted the Village of Lincolnwood with design and construction of a landscape and scenic beautification improvement along a 0.3-mile stretch of Touhy Avenue. As Touhy Avenue is under IDOT's jurisdiction, all plans and procedures were reviewed, approved and permitted by IDOT. In addition, a \$725,000 ITEP grant, Illinois First monies and a reimbursement agreement with IDOT were secured for this project. GHA completed a Phase I PDR, Group II categorical exclusions, Phase II P&SE, and provided Phase III construction services for the project. Improvements

Education

Bachelor of Science in Civil Engineering, Washington University, St. Louis, 1992

Master of Science in Civil Engineering, University of Illinois Urbana-Champaign, 1993

Professional Registration

Illinois Licensed Professional Engineer #062-051661

Memberships

American Society of Civil Engineers

American Public Works Association (APWA)

National and Illinois Society of Professional Engineers

included the installation of three new concrete landscape medians on Touhy Avenue, curb and gutter, new street and pedestrian lighting, re-establishment of a 5' public sidewalk, reconstruction of the landscaped parkway, complete street resurfacing and associated work.

Northeast Parkway, Lincolnwood

After several years of planning and coordination, GHA assisted the Village of Lincolnwood with design and construction of a new, one-mile long roadway through a TIF industrial district in the Village. This was a very complex project, involving numerous land acquisitions, two traffic signals on IDOT routes and a new at-grade railroad crossing. The major goal of this project was to revitalize this industrial area and to redevelop the remaining underdeveloped tracts in the Village. GHA was involved with the project from inception and planning stages, to design and permit acquisition, to construction observation and close out. The construction for the entire roadway and both traffic signals was completed on time and within budget of \$3.6 million.

City of Des Plaines

Mr. Berecz has provided design and management services for several projects for the City of Des Plaines, including roadway widening, storm sewer, water main, traffic signal, and street lighting improvements along Lee Street and Perry Street, and installation of more than 120 light poles in Downtown Des Plaines.

APPROVAL OF WARRANTS

Q

11/25/13-COUNCIL MEETING	
General Fund	\$ 128,759.27
MFT Fund	-
Palatine/Milwaukee TIF	1,059.44
Tourism District	-
Development Fund	334.83
DEA Fund	-
Solid Waste Fund	-
S S Area #1	-
S S Area #2	-
S S Area #3	6,528.04
S S Area #4	-
S S Area #5	7,843.39
S S Area #8 - Levee Wall #37	94.07
S S Area-Constr#6(Water Main)	-
S S Area-Debt#6	-
Road Construction	43,385.48
Road Construction Debt	-
Water Fund	4,389.38
Parking Fund	417.82
Road/Building Bond Escrow	31,571.20
TOTAL	\$ 224,382.92



CITY OF PROSPECT HEIGHTS

November 25, 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
11/15/13	PAYROLL PAYMENT - 11/15/2013	\$ 142,305.20
11/19/13	POLICE PENSION FUND - 11/19/13	\$22,730.96
11/21/13	BOND PAYMENT TRANSFER	\$1,029,182.07
	TOTAL	\$ 1,370,783.16

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GENERAL FUND							
01-000-2031 WITHHOLDING - Q AFLA	AFLAC	224879	P/R WITHHOLDING	11/05/2013	152.30	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	11.1.13	MAP UNION #252 DUES 11/01/1	11/01/2013	528.00	.00	
01-000-2052 WITHHOLDING POLICE U	METROPOLITAN ALLIANCE OF	11.1.13	MAP UNION #253 DUES 11/01/1	11/01/2013	165.00	.00	
01-000-2061 WITHHOLDING FLEX ME	MARK PUFUNDT	11.14.13	MEIDCAL REIMBURSEMENT	11/06/2013	155.06	.00	
Total :					1,000.36	.00	
CITY COUNCIL & BOARDS							
01-310-5300 ALDERMANIC EXPENSE	NICHOLAS J. HELMER	11.15.13	ALDERMANIC EXPENSE REIMB	11/12/2013	59.29	.00	
01-310-5300 ALDERMANIC EXPENSE	NICHOLAS J. HELMER	CCLBA-2013	ALDERMANIC EXPENSE REIMB	11/18/2013	490.42	.00	
01-310-5300 ALDERMANIC EXPENSE	PALWAJKEE PILOT'S ASSOCIA	11.15.13	ALDERMANIC EXPENSE	11/15/2013	40.00	.00	
01-310-5310 MEMBERSHIPS	METROPOLITAN MAYORS CAU	2013-405	CAUCUS DUES 2012-2013	06/11/2013	568.96	.00	
Total CITY COUNCIL & BOARDS:					1,158.67	.00	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	11.14.13	MEDICAL INSURANCE EXPENSE	10/31/2013	3,847.00	.00	
01-320-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	12.2013	DENTAL INSURANCE EXPENSE	11/14/2013	362.00	.00	
01-320-5120 CITY ATTORNEY	TRESSLER LLP	11.18.13	LEGAL SVCS	11/18/2013	9,528.81	.00	
01-320-5121 HOUSING ATTORNEY	GUY M KARM	11.14.13	TRAFFIC, HOUSING & RED LIG	11/11/2013	1,000.00	.00	
01-320-5122 CITY PROSECUTOR	GUY M KARM	11.14.13	TRAFFIC, HOUSING & RED LIG	11/11/2013	3,000.00	.00	
01-320-5123 LABOR ATTORNEY	FRANCZEK RADELET	149465	LEGAL SVCS	11/12/2013	4,257.50	.00	
01-320-5130 COMPUTER CONSULTA	XTIVITY SOLUTIONS INC.	1004	IT SERVICE AGREEMENT	11/01/2013	3,550.00	.00	
01-320-5220 PHOTOCOPY	GE CAPITAL	59752103	KONICA COPIER	11/10/2013	763.99	.00	
01-320-5221 PRINTING	RYDIN DECAL	289753	VEH STICKERS 2013	11/05/2013	2,010.00	.00	
01-320-5221 PRINTING	RYDIN DECAL	289970	2013 VEHICLE LICENSE	11/14/2013	589.29	.00	
01-320-5410 UTILITIES	AT&T	821126830 11.	LONG DISTANCE STATEMENT	11/04/2013	15.30	.00	
01-320-5410 UTILITIES	AT&T	847398608011	PD FAX #3493	11/10/2013	52.12	.00	
01-320-5410 UTILITIES	AT&T	847398616011	CH ALARM LINES #5533	11/10/2013	71.92	.00	
01-320-5410 UTILITIES	AT&T	847465118011	PD SUBSTATION RING DOWN #	11/10/2013	36.91	.00	
01-320-5410 UTILITIES	COMCAST	11.21.13	PW SERVICE #8066	11/06/2013	139.85	.00	
01-320-5410 UTILITIES	NICOR GAS	11.14.13. 2787	CH 20-93-79-2787 7	10/22/2013	106.93	.00	
01-320-5410 UTILITIES	VERIZON WIRELESS	9714145182	VERIZON STATEMENT	11/01/2013	772.01	.00	
01-320-5540 PAYROLL SERVICE FEE	PRO DATA PAYROLL SERVICE	309239	PAYROLL PROCESSING	11/12/2013	181.15	.00	
01-320-5700 OFFICE SUPPLIES	LOGSDON OFFICE SUPPLY	0893365-001	CH OFFICE SUPPLIES	11/05/2013	62.00	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	2119745-0	CH OFFICE SUPPLIES	11/11/2013	20.95	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	2131011-0	CH OFFICE SUPPLIES	11/13/2013	12.28	.00	

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Total ADMINISTRATION:							
					30,380.01	.00	
ENGINEERING							
01-330-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	11.14.13	MEDICAL INSURANCE EXPENS	10/31/2013	542.00	.00	
01-330-5110 BILLABLE ENGINEERING	AT GROUP INC.	11.21.13	ENGINEERING SERVICES	11/21/2013	732.09	.00	
Total ENGINEERING:							
					1,274.09	.00	
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	11.14.13	MEDICAL INSURANCE EXPENS	10/31/2013	2,045.00	.00	
01-340-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	12.2013	DENTAL INSURANCE EXPENSE	11/14/2013	339.00	.00	
01-340-5100 PROFESSIONAL SERVICE	AT GROUP INC.	11.21.13	ENGINEERING SERVICES	11/21/2013	4,676.96	.00	
01-340-5221 PRINTING	READY PRESS LLC	72762	B&Z INSPECTION FORMS	11/12/2013	220.00	.00	
01-340-5700 OFFICE SUPPLIES	LOGSDON OFFICE SUPPLY	0894362-001	FELLOWS LUMBAR BACK SUPP	11/13/2013	29.53	.00	
Total BUILDING DEPARTMENT:							
					7,310.49	.00	
PUBLIC WORKS							
01-350-5020 VEHICLE MAINTENANCE	ARLINGTON HEIGHTS FORD	C10001	VEH MTC	11/13/2013	227.78	.00	
01-350-5020 VEHICLE MAINTENANCE	BRISTOL HOSE & FITTING	00337133	VEH MAINT SUPPLIES	11/04/2013	739.97	.00	
01-350-5020 VEHICLE MAINTENANCE	JUST TIRES MP INC.	470040	VEH MTC	10/16/2013	289.84	.00	
01-350-5020 VEHICLE MAINTENANCE	JUST TIRES MP INC.	470579	VEH MTC	10/28/2013	918.16	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	628802	VEH MTC SUPPLIES	11/01/2013	48.97	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	630567	VEH MTC SUPPLIES	11/07/2013	6.74	.00	
01-350-5020 VEHICLE MAINTENANCE	IL DEPT OF TRANSPORTATION	40802	IDOT TRAFFIC SIGNAL MAINT	11/09/2013	2,443.65	.00	
01-350-5031 SIGNAL MAINTENANCE	LECHNER AND SONS INC.	1807113	PW UNIFORMS	10/30/2013	5.79	.00	
01-350-5100 PROFESSIONAL SERVICE	LECHNER AND SONS INC.	1809484	PW UNIFORMS	11/06/2013	5.79	.00	
01-350-5100 PROFESSIONAL SERVICE	LECHNER AND SONS INC.	1811734	PW UNIFORMS	11/13/2013	5.79	.00	
01-350-5100 PROFESSIONAL SERVICE	LECHNER AND SONS INC.	2588	HOME DEPOT STATEMENT	10/28/2013	29.44	.00	
01-350-5104 PROF SERVICES - BUILD	LECHNER AND SONS INC.	1807113	PW UNIFORMS	10/30/2013	77.79	.00	
01-350-5104 PROF SERVICES - BUILD	LECHNER AND SONS INC.	1809484	PW UNIFORMS	11/06/2013	77.79	.00	
01-350-5104 PROF SERVICES - BUILD	LECHNER AND SONS INC.	1811734	PW UNIFORMS	11/13/2013	77.79	.00	
01-350-5104 PROF SERVICES - BUILD	COMED	11.14.13	STRTS 0924068011	11/02/2013	120.90	.00	
01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	0012288880	STRTS 4395721010	11/14/2013	65.73	.00	
01-350-5411 WATER AND ELECTRIC	CONSTELLATION NEWENERGY	0012327175	STRTS 0051066105	11/16/2013	373.64	.00	
01-350-5710 OPERATING SUPPLIES	GRAINGER INC.	9295627641	PW OPERATING SUPPLIES	11/14/2013	31.37	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	2588	HOME DEPOT STATEMENT	10/28/2013	47.03	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	2588	HOME DEPOT STATEMENT	10/28/2013	32.56	.00	
01-350-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	2588	HOME DEPOT STATEMENT	10/28/2013	81.83	.00	
01-350-7023 SAFETY EQUIPMENT	CUTLER WORK WEAR INC.	142143	WORK BOOTS - HEBER	10/26/2013	145.92	.00	

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Total PUBLIC WORKS:							
					5,840.79	.00	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	11.14.13	MEDICAL INSURANCE EXPENS	10/31/2013	18,554.00	.00	
01-360-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	12.2013	DENTAL INSURANCE EXPENSE	11/14/2013	2,618.00	.00	
01-360-5100 PROFESSIONAL SERVIC	CONRAD POLYGRAPH, INC.	1137	POLYGRAPH EXAM	10/02/2013	160.00	.00	
01-360-5100 PROFESSIONAL SERVIC	SANTO SALES INC.	10-13JS	CONTRACTUAL SERVICES	11/07/2013	1,275.00	.00	
01-360-5200 POSTAGE	MAILBOX PLUS	11.21.13	PD SHIPPING	11/12/2013	28.00	.00	
01-360-5221 PRINTING	AMERICAN SOLUTIONS FOR B	INV01615846	PD TICKET SUPPLIES	11/13/2013	1,946.39	.00	
01-360-5321 AUTO EXPENSE	BUSSE CAR WASH	11.14.13	PD CAR WASHES	10/31/2013	24.00	.00	
01-360-5321 AUTO EXPENSE	STEVIE'S HAND CAR WASH INC	103	PD CAR WASHES	11/08/2013	128.00	.00	
01-360-5330 TRAINING	NEMRT	174595	ANNUAL MEMBERSHIP	11/04/2013	2,790.00	.00	
01-360-5610 EQUIPMENT MAINTENA	KEN ANDERSON	11.14.13	PD EXPENSE REIMBURSEMEN	11/08/2013	73.80	.00	
01-360-5610 EQUIPMENT MAINTENA	VERIZON WIRELESS	9714145182	VERIZON STATEMENT	11/01/2013	456.12	.00	
01-360-5700 OFFICE SUPPLIES	OFFICE DEPOT INC.	3955195	PD OFFICE SUPPLIES	10/31/2013	638.42	.00	
01-360-5741 CLOTHING	GALLS/QUARTERMASTER	001202960	PD CLOTHING	11/05/2013	81.13	.00	
01-360-5741 CLOTHING	JAMES ZAWLOCKI	11.17.13	EXPENSE REIMBURSEMENT	11/17/2013	97.18	.00	
01-360-5741 CLOTHING	JOE WHOWELL	11.21.13	EXPENSE REIMBURSEMENT	11/12/2013	143.75	.00	
01-360-5741 CLOTHING	JOSEPH PAWLICKI	11.21.13	EXPENSE REIMBURSEMENT	11/14/2013	245.24	.00	
01-360-5741 CLOTHING	UNIFORMITY INC	IN227055	PD UNIFORMS	11/08/2013	55.95	.00	
Total PUBLIC SAFETY:					29,314.98	.00	
REIMBURSABLE EXP							
01-370-4101 RETIREE HEALTH INSUR	N SUBURBAN EMPL BENEFIT C	11.14.13	MEDICAL INSURANCE EXPENS	10/31/2013	1,008.00	.00	
01-370-4101 RETIREE HEALTH INSUR	N SUBURBAN EMPL BENEFIT C	12.2013	DENTAL INSURANCE EXPENSE	11/14/2013	246.00	.00	
Total REIMBURSABLE EXP:					1,254.00	.00	
GRANTS							
01-390-5910 GRANT - VOCA EXPENS	VERIZON WIRELESS	9714145182	VERIZON STATEMENT	11/01/2013	67.88	.00	
01-390-5947 GRANT-POLICE TOBACC	PETTY CASH PD	10.31.2013	TOBACCO GRANT PURCHASES	10/25/2013	100.00	.00	
Total GRANTS:					32.12	.00	
PUBLIC SAFETY CAPITAL OUTLAY							
01-560-7040 VEHICLES - POLICE	CURRIE MOTORS	PD13-0823	2 PD VEHICLES	11/12/2013	51,258.00	51,258.00	11/12/2013
Total PUBLIC SAFETY CAPITAL OUTLAY:					51,258.00	51,258.00	

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Total GENERAL FUND:					128,759.27	51,258.00	

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PALATINE/MILWAUKEE TIF FUND							
EXPENSES							
12-300-5100 PROFESSIONAL SERVIC	JOURNAL & TOPICS NEWSPAP	157449	TIF LEGALS	11/13/2013	376.94	.00	
12-300-5120 LEGAL SERVICES	TRESSLER LLP	11.18.13	LEGAL SVCS	11/18/2013	682.50	.00	
Total EXPENSES:					1,059.44	.00	
Total PALATINE/MILWAUKEE TIF FUND:					1,059.44	.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	CONSTELLATION NEWENERGY	0012275467	DEV 4143108092	11/13/2013	63.10	.00	
14-300-5100 PROFESSIONAL SERVIC	HOME DEPOT CREDIT SERVIC	2588	HOME DEPOT STATEMENT	10/28/2013	45.98	.00	
14-300-5100 PROFESSIONAL SERVIC	NICOR GAS	11.14.13	DEV 12-35-62-2615 4	10/24/2013	83.13	.00	
14-300-5100 PROFESSIONAL SERVIC	ROUTE 12 RENTAL COMPANY	33859	PW GATE	11/01/2013	142.62	.00	
Total EXPENSES:					334.83	.00	
Total DEVELOPMENT FUND:					334.83	.00	

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SSA #3							
EXPENSES							
23-300-5972 PROPERTY TAX REFUN	COOK COUNTY COLLECTOR	11.14.13	TAX OVERPAYMENT	11/04/2013	6,528.04	.00	
Total EXPENSES:					6,528.04	.00	
Total SSA #3:					6,528.04	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SSA #5							
EXPENSES							
25-300-5050 SYSTEM MAINTENANCE	CONSTELLATION NEWENERGY	11.21.13	SSA#5 3963129118	11/13/2013	86.35	.00	
25-300-5972 PROPERTY TAX REFUN	COOK COUNTY COLLECTOR	11.14.13	TAX OVERPAYMENT	11/04/2013	7,757.04	.00	
Total EXPENSES:					7,843.39	.00	
Total SSA #5:					7,843.39	.00	

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SSA #8 EXPENSES							
28-300-5100 PROFESSIONAL SERVIC	CONSTELLATION NEWENERGY	0012275248	SSA #8 0122149053	11/13/2013	94.07	.00	
Total EXPENSES:					94.07	.00	
Total SSA #8:					94.07	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ROAD CONSTRUCTION FUND							
EXPENSES							
31-300-5100 PROFESSIONAL SERVIC	AT GROUP INC.	11.21.13	ENGINEERING SERVICES	11/21/2013	2,226.83		.00
31-300-5100 PROFESSIONAL SERVIC	TRESSLER LLP	11.18.13	LEGAL SVCS	11/18/2013	780.00		.00
Total EXPENSES:					3,006.83		.00
CAPITAL OUTLAY GENERAL							
31-500-7050 ROAD CONSTRUCTION	GEWALT HAMILTON ASSOCIAT	4755.400-3	2013 ROADS ENG. CONSULTAN	11/05/2013	39,865.15		.00
31-500-7050 ROAD CONSTRUCTION	WATER PRODUCTS COMPANY	0244903	ROAD CONSTRUCTION	11/05/2013	513.50		.00
Total CAPITAL OUTLAY GENERAL:					40,378.65		.00
Total ROAD CONSTRUCTION FUND:					43,385.48		.00

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WATER FUND							
EXPENSES							
51-300-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	11.14.13	MEDICAL INSURANCE EXPENSE	10/31/2013	252.00	.00	
51-300-4100 HEALTH INSURANCE	N SUBURBAN EMPL BENEFIT C	12.2013	DENTAL INSURANCE EXPENSE	11/14/2013	25.00	.00	
51-300-5050 SYSTEM MAINTENANCE	HD SUPPLY WATERWORKS LT	B726739	WTR MAINT PARTS	11/07/2013	374.02	.00	
51-300-5100 PROFESSIONAL SERVIC	PDC LABORATORIES INC	754103	WTR TESTING	10/31/2013	30.00	.00	
51-300-5200 POSTAGE	POSTMASTER	11.13.13	WATER POSTAGE	11/13/2013	301.95	301.95	11/13/2013
51-300-5410 UTILITIES	AT&T	847255912833	SCADA LINE #3303	11/01/2013	115.88	.00	
51-300-5410 UTILITIES	COMED I	1823083040	WTR 1823083040	11/12/2013	24.79	.00	
51-300-5410 UTILITIES	CONSTELLATION NEWENERGY	11.14.13	WTR 0179716002	11/01/2013	339.80	.00	
51-300-5410 UTILITIES	NICOR GAS	11.14.13 00009	WTR 70-06-34-0000 9	10/23/2013	31.83	.00	
51-300-5410 UTILITIES	VERIZON WIRELESS	9714145182	VERIZON STATEMENT	11/01/2013	33.94	.00	
51-300-5412 WATER	VILLAGE OF MOUNT PROSPEC	3287-001	3287-001	11/15/2013	40.26	.00	
51-300-5412 WATER	VILLAGE OF MOUNT PROSPEC	3288-001	3288-001	11/15/2013	402.60	.00	
51-300-5710 OPERATING SUPPLIES	HOME DEPOT CREDIT SERVIC	2588	HOME DEPOT STATEMENT	10/28/2013	75.57	.00	
51-300-5710 OPERATING SUPPLIES	MID AMERICAN WATER OF WA	451579W	WTR SUPPLIES	11/17/2013	2,000.00	.00	
51-300-5750 CHEMICALS	HACH COMPANY	8562694	WTR CHEMICALS	11/07/2013	341.74	.00	
Total EXPENSES:					4,389.38	301.95	
Total WATER FUND:					4,389.38	301.95	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PARKING FUND							
EXPENSES							
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0012289007	METRA 4311103003	11/14/2013	242.56	.00	
52-300-5410 UTILITIES	CONSTELLATION NEWENERGY	0012325962	METRA 2443144010	11/15/2013	175.26	.00	
					417.82	.00	
Total EXPENSES:					417.82	.00	
Total PARKING FUND:							

CITY OF PROSPECT HEIGHTS

City of Prospect Heights Council Meeting

Report dates: 11/14/2013-11/30/2013

Page: 13
Nov 21, 2013 03:30PM

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	CESAR & SONS	11.14.13	ROAD BOND	11/14/2013	500.00	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	KATARZYNA DORULA	12-292	ROAD BOND	11/21/2013	500.00	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	LEXINGTON VILLAGE OF ROB	13-37	ROAD AND BUILDING BOND	11/06/2013	4,473.60	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	LEXINGTON VILLAGE OF ROB	13-37	ROAD AND BUILDING BOND	11/06/2013	4,287.60	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	LEXINGTON VILLAGE OF ROB	13-37	ROAD AND BUILDING BOND	11/06/2013	4,473.60	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	LEXINGTON VILLAGE OF ROB	13-37	ROAD AND BUILDING BOND	11/06/2013	4,287.60	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	LEXINGTON VILLAGE OF ROB	13-37	ROAD AND BUILDING BOND	11/06/2013	4,287.60	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	LEXINGTON VILLAGE OF ROB	13-37	ROAD AND BUILDING BOND	11/06/2013	4,473.60	.00	
72-000-2310 DEPOSIT ROAD/BUILDE	LEXINGTON VILLAGE OF ROB	13-37	ROAD AND BUILDING BOND	11/06/2013	4,287.60	.00	
Total :					31,571.20	.00	
Total ROAD & BUILDING BOND ESCROW:					31,571.20	.00	
Grand Totals:					224,382.92	51,559.95	



R

To: Mayor Nicholas J. Helmer and the Prospect Heights City Council

From: Steve Skiber, Director of Building and Zoning

Date: November 21, 2013

Re: 2600 Sanders Road Project

Issue: The Finger Companies have proposed to construct a 4 story, luxury, apartment building, on approximately 8 acres of vacant land, at 2600 Sanders Road.

Analysis: The developer has proposed construction of a 4 story, Type V A, 350 unit, apartment building, on the former HSBC site. Our code amendments, to the 2003 International Building Code, effective on 1/1/07, require construction elements to be non-combustible. Accordingly, the Finger Companies, have submitted a written request for certain relief of these code amendments, (please reference the red line version of our amendments). Similarly, the Glen Star development, at Willow and Sanders Roads, has a 4 story, Type V A, apartment building, approved by the Village of Glenview, that will be wood constructed, with an NFPA 13 Fire Suppression System, 4 hour fire walls and Fire Department apparatus access on 3 sides. If the requested relief is approved by Council, we will require a NFPA 13 Fire Suppression System, 3 hour UL Designed Fire Walls, an approved lightning arresting system and a paved Fire Department access road around the perimeter.

Recommendation: Staff has analyzed this request and consulted with the Fire District. There will be an acceptable comfort level with the City requested code upgrades. We have also consulted with the Village of Glenview's Building Department, regarding the construction elements approved for the 4 story apartment building, to be constructed by Lennar, at Glen Star. Staff is recommending City Council approval, of the relief sought, by the Finger Companies.

Thank You.

ORDINANCE NO. O-13-__

An Ordinance Amending the Prospect Heights Building Code

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS as follows:

Section 1. That the Prospect Heights City Code, as amended, is hereby further amended by making the changes set forth in Exhibit A which is attached hereto.

Section 2: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED and APPROVED this ____ day of _____, 2013.

Nicholas J. Helmer, Mayor

ATTEST:

City Clerk

AYES:

NAYS:

ABSENT:

Published in pamphlet form:

Exhibit A

City of Prospect Heights Code Amendment Manual

2006

Steve Skiber

Director of Building and Zoning

Effective 1-1-07

¹

City of Prospect Heights Code Amendment Manual 2006

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- 1 List of Adopted Codes
- 2 Amendments to the ICC International **Building** Code 2003 edition
- 3 Amendments to the ICC International **Residential** Code 2003 edition
- 4 Amendments to the State of Illinois **Plumbing** Code 2004 edition
- 5 Amendments to the ICC International **Mechanical** Code 2003 edition
- 6 Amendments to the NFPA National **Electrical** Code 2002 edition
- 7 Amendments to the ICC International **Property Maintenance** Code 2003 edition
- 8 Amendments to the ICC International **Fuel Gas** Code 2003 edition
- 9 Amendments to the ICC **Energy Conservation** Code 2003 edition
- 10 Amendments to the ICC/ANSI A117.1-2003 **American National Standard Accessible and Usable Buildings and Facilities**
- 11 Amendments to the ICC International **Fire** Code 2003 edition
- 12 City of Prospect Heights Automatic Fire Suppression System Requirements

List of Adopted Codes

The following is a list of codes and ordinances adopted (some with amendments) by the City of Prospect Heights

- 1 The City of Prospect Heights Zoning Ordinance (Revised 8-1-03)
- 2 ICC International **Building** Code 2003 edition with amendments
- 3 ICC International **Residential** Code 2003 edition with amendments
- 4 State of Illinois **Plumbing** Code 2004 edition with amendments
- 5 ICC International **Mechanical** Code 2003 edition with amendments
- 6 NFPA National **Electrical** Code 2002 edition with amendments
- 7 ICC International **Property Maintenance** Code 2003 edition with amendments
- 8 ICC International **Fuel Gas** Code 2003 edition with amendments
- 9 ICC International **Energy Conservation** Code 2003 edition with amendments and 2004 supplement.
- 10 ICC International **Fire Code** 2003 edition with amendments.

ICC CODES may be purchased from:

1. ICC, International Code Council
4051 West Flossmoor Road
Country Club Hills, Illinois,
60478-5795 (708) 799-2300
or visit www.ecodes.biz for Online Subscription Service

2. NFPA CODES may be purchases from:

National Fire Protection Association
(NFPA) Fulfillment Center
11 Tracy Drive
Avon, Massachusetts,
02322 1-800-344-3555
or visit www.nfpacatalog.org to order data

3. The web site address for the

ILLINOIS ACCESSIBILITY CODE BOOK is:

www.cdb.state.il.us.

4. The CITY OF PROSPECT HEIGHTS ZONING ORDINANCE
may be purchased from: The City of Prospect Heights or view the
web site address:

www.prospect-heights.il.us

5. The ILLINOIS STATE PLUMBING CODE may be purchased by
contacting:

Illinois Department of Public
Health Attn: Plumbing
Program 828 South Second,
Ground Floor Springfield,
Illinois, 62704 (217) 524-0799

or you may view the code by visiting:

<http://www.ilga.gov/commission/jcar/admincode/077/07700890sections.html>

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City of Prospect Heights

AMENDMENTS

To the

ICC International Building Code 2003 edition

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11. Two-Way Communication Required
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42. Section 3009 Certificate of Compliance (a new section added)
43. Section 3010 Construction Documents and Permits (a new section added)
44. Section 3011 Tests and Inspections (a new section added)
45. Section 3012 Miscellaneous and Conveyors (a new section added)
46. Section 3102 Membrane Structures
47. Section 3109 Swimming Pool Enclosures and Safety Devices
- 48. Section 3401 Existing Structures**
49. Section 3403.1 **Existing Buildings**, Addition, Alterations or Repairs
- 49a. Remodeling and Additions to Existing Buildings for Accessibility (a New Section added)
50. Section 3406 Change of Occupancy
51. Section 3410 Compliance Alternatives
52. Section 3411 Condominium Ownership
53. Part IX Chapter 35, Referenced Standards –Adopted
54. Part X –Appendices

City of Prospect Heights

AMENDMENTS

To the ICC International Building Code 2003 edition and all other adopted codes.

The International Building Code 2003 edition applies to all buildings except single-family residences, two family dwellings (i.e. duplexes) and townhomes. Those structures are covered in the International Residential Code 2003 edition.

GENERAL AMENDMENTS

1. The City of Prospect Heights Amendments

The City of Prospect Heights Amendments, Zoning Ordinance, and Municipal Ordinance shall supersede all sections of all of the adopted model codes.

2. CONFLICTS

Whenever two codes are in conflict, the more stringent requirement shall govern.

3. Permit Drawings –Architect Seal

All drawings submitted for permit shall bear the seal of the Architect's license as well as his signature and the expiration date of his license. Other drawings shall bear the seal and same information of the design professional who prepared them, such as the Structural Engineer, Civil Engineer, Mechanical Engineer, Professional Engineer, etc. All drawings submitted for permit shall bear the seal of the Architects license as well as as applicable. (Every sheet shall bear the seal, signature and expiration date)(3 sets of plans required)

EXCEPTION: An architect's seal (i.e. Design Professional seal) is not required for sheds and other minor accessory structures.

3a. Permit Drawings –Plan Review

When necessary, in the judgment of the Building Official, for complex projects, or

projects which have a construction cost of 10 (ten) million dollars or greater, the plans shall be reviewed by qualified Third Party Plan Review Service, at the owners expense.

4. PENALTIES:

If a building is not completed within the allotted time and the permit expires, the applicant shall be required to pay an additional permit fee, equal to one half (50%) of the original permit fee and provide the Building Department with a schedule of completion, such that the project is fully completed within 90 days. If not completed within the 90-day period, an additional fine of \$100.00 per day shall be imposed for each and every day the project is incomplete. Further, legal action may be taken to insure that all fines are paid and the project gets completed.

The penalty for beginning work without paying for and obtaining a permit results in the permit fee being doubled.

5. ALL BUILDINGS: NON-COMBUSTIBLE

All elements of all buildings shall be of non-combustible construction. All buildings shall be Type IA, IB, IIA or IIB. Construction Type I and construction Type II are those types of construction in which the building elements listed in Table 601 are of non-combustible material or as approved by the Building Official.

Revise to permit Type V-A construction as allowed by Table 503 of the International Building Code.

5a. TENANT FINISH-OUTS AND REMODELING

All tenant finish-outs and remodeling shall be entirely non-combustible construction.

EXCEPTIONS

Special Construction Type 1A Amended

5b. Apartment Buildings, Condominium Buildings, Hotels, Motels, Dormitories, Senior Housing, Adult Care, Child Care and like facilities shall be Type 1A construction, with other amendments (Articulated under **Special Construction, Type 1A, Amended**).

Revise to permit Type V-A construction as allowed by Table 503 of the International Building Code.

5c. Type IV –Heavy Timber Construction

Type IV, Heavy Timber Construction may be utilized for certain appropriate uses such as a church or natatorium when prior approval by the Building Official is obtained.

6. FIRE ALARM SYSTEM REQUIRED

All buildings shall have a Fire Alarm System, which complies with the N. F. P. A. Fire Alarm Code and meets the following, but not limited to, minimum requirements.
Alarm Requirements

6a. All occupancies require a fire alarm system with horns, strobes and pull

stations.

(Exception) –one and two family dwellings

6b. All fire alarm panels and devices are to be point addressable. **Coded access and resets are not approved.** Provide a keyed access and reset.

(Exception) –zoned fire alarm panels may be permitted subject to Fire Marshal approval.

6c. Catalog cut sheets and alarm plans to be submitted for approval with device locations.

6d. Smoke detection required for all duct work exceeding 2,000 C.F.M. with remote test site. **NO EXCEPTIONS.**

6e. The activation of a duct smoke detector must shut down the unit. Remote test switch installed on wall closest to detector –confirm the location of the switch with authority having jurisdiction prior to installation.

6f. All exposed wiring below 8 ft. to be in conduit and must be rated cable (fire alarm rated cable).

6g. All wiring in warehouse areas shall be in conduit stubs, at least up to bar joist level.

6h. Each flow switch shall have its own address on the fire alarm panel.

6i. Manual pull stations shall be located within 5 ft. of an exit and mounted 45 inches above floor level.

6j. Final on-site field and full alarm test shall be witnessed by the Fire Marshal or his designee (24 hour notice required), and the alarm installer must be present.

6k. Annual fire alarm testing must be performed with documentation sent to the Fire Protection District.

6l. All fire alarm systems are to be direct-connect to RED Center via a twoway AES/Keltron Radio. Digital communicators may be used with prior approval from the Fire Marshal.

7. FIRE SPRINKLER SYSTEM REQUIRED

All buildings shall have an approved Automatic Fire Sprinkler System. The system shall be designed and installed per the N. F. P. A. for the "Use and Occupancy Classification" as required by the code. Some general sprinkler requirements are as follows:

SPRINKLER REQUIREMENTS

7a. All commercial occupancies as required as part of the City of Prospect Heights requirements for Automatic Fire Suppression Systems shall be sprinklered in accordance with N.F.P.A.13 requirements.

7b. All multi-family residential occupancies require sprinklers –N.F.P.A. #13R and City of Prospect Heights amended code.

7c. All buildings require sprinklers, standpipes and detection devices.
Standpipes are not required for one-story buildings.

Revise to allow the Parking Structure to be unsprinklered if it meets the Construction Type limitations indicated in Section 406 and Table 503 of the International Building Code.

7d. Hydrostatic test of the system, per N.F.P.A. 13 and N.F.P.A. 24.

7e. Do not cover sprinkler work until hydrostatic test has been completed, witnessed and approved by the Fire Marshal.

7f. An RPZ is required on all sprinkler systems.

7g. An exterior horn-strobe is required for the water flow alarm.

7h. The final on-site sprinkler test shall be witnessed by the Fire Marshal or his designee (24 hour notice required) and the sprinkler installer must be present.

7i. Annual sprinkler testing must be performed and documentation sent to the Fire District.

7j. Provide a hose connection on the standpipe at every level of the building, in the stairway. (2-1/2" diameter National Standard thread.)

8. GENERATOR REQUIRED

Whenever a fire pump is required on the fire sprinkler system, then emergency and standby power is required in the form of a generator.

Note: The use of an emergency generator for buildings of this type is not a requirement of the model code, but The Finger Companies has provided emergency generators in other properties by choice anyway.

a) All buildings, which have a fire pump on the fire sprinkler system, shall provide an on-site generator as the second source of power for the fire pump. The generator shall be the source of the EMERGENCY and STAND-BY power system. It shall provide power to emergency systems such as the fire alarm, emergency lighting, elevator, two-way communication system, fire command station and elsewhere required in the MODEL CODES. (Section 2702.) ref.

b) A second source of power from the Utility Company (Com Ed) is NOT an acceptable alternative to the requirement for an on-site generator for stand-by power. A second source of power from ComEd or other utility company shall NOT be considered a reliable source of power.

c) If the generator is located inside a building, it shall be located in a separate room enclosed with a 2-hour fire-resistance rated wall constructed of 8" wide concrete block. (8" C. M. U.)

d) The generator must be adequate to provide power for all fire protection and safety operations, simultaneously.

e) The generator shall provide power to at least one elevator and elevator lobby lighting.

f) The generator shall provide power to lighting in egress corridors, exit stairways, smoke-pool enclosures, and mechanical equipment rooms, as required by the Adopted Model Codes.

Revise to indicate that generator will be required to provide power to all life safety systems; egress corridor lighting, exit stairway lighting, smoke-proof enclosure lighting, and mechanical equipment rooms associated with life safety equipment (as written this applies to all mechanical rooms).

g) The generator shall provide power to stairway door unlocking systems.
(Exception) - generator not required on 13D sprinkler systems

9. OTHER FIRE PROTECTION REQUIREMENTS

Other requirements related to Fire Protection are as follows

9a) Exit/Emergency lighting and extinguisher locations must be provided on all remodeling, plan submittals.

9b) KEY BOX REQUIREMENTS - Exterior fire department "Key Box" will be required for all new construction, remodeling or occupancy changes.
(Reference IFC Section 506.1)
(Exception) -one and two family dwellings.

9c) Submit contractor's plans for the Fire Sprinkler system for review and approval by the Fire District.

9d) Submit contractor's plans and cut sheets for the Fire Alarm system for review and approval by the Fire District.

9e) Fire extinguishers are required to be installed before the building is occupied. Check with Fire District for types, sizes and locations.

9f) HOOD/DUCT REQUIRMENTS -All cooking hood and duct protection is to be U. L. 300 approved. All remodeling will require upgrading to current code. (Reference IFC Section 904)

Revise this section to indicate that it applies to commercial cooking equipment only. UL 300 is a standard for wet chemical fire suppression of commercial cooking equipment. It is not appropriate for residential cooking equipment.

9g) Duct detection system shall be tied to the fire alarm system.

9h) Submit plans/drawings for hood and duct system for review and approval by the Fire District.

Revise this section to apply only to commercial cooking equipment, not residential equipment.

9i) 10" exterior bells are not permitted –Use horn/strobe in lieu of the exterior bell.

10. AREA OF RESCUE ASSISTANCE REQUIRED

All multi-story buildings shall have Areas of Rescue assistance. Location, construction and size of the Areas of Rescue assistance shall be as prescribed by the Illinois Accessibility Code.

Note: This section is possibly okay as written but is not completely clear. It should be revised to recognize that a horizontal exit is an acceptable Area of Rescue Assistance in multifamily construction as indicated in the Illinois Accessibility Code.

10a) The following types of Areas of Rescue assistance shall be provided at each floor of the building except the level of exit discharge:

i) Horizontal exit(s) into another fire compartment as permitted by the applicable building code.

ii) At least one area of rescue assistance within every stairway, at each level. The area of rescue assistance shall be at least 10 square feet of clear floor area on each floor landing of the stairs in addition to that area required for exiting, and shall not reduce the travel width or reduce the swing of the door. This area of rescue assistance shall be accessible to an environmentally limited person in a wheelchair and have a configuration that will accommodate at least one wheelchair in positions, which do not obstruct people exiting. All elements and the construction of the stairway within which the area of rescue assistance is located shall meet the fire resistance requirements of the applicable building code, or a minimum of one hour fire resistance rating, and shall have self closing doors.

iii) The floor plan showing exit discharge(s) shall indicate the number of environmentally limited persons anticipated to be evacuated in an emergency for the assistance of the owner in preparing an emergency management evacuation plan prior to occupancy of the buildings.

iv) Areas of rescue assistance in multi-story public facilities and multistory housing units with supervised automatic sprinkler system, if stairs are provided leading to grade that are part of a code-required

entrance, an accessible exterior platform at the level of exit discharge shall be provided. The platform shall provide an area of at least 10 square feet, in addition to that area required for exiting, that does not reduce the required travel width and is not reduced by the swing of the door. This space shall be accessible to an environmentally limited person in a wheelchair and have a configuration that will accommodate one wheelchair.

10b) All Areas of Rescue assistance shall have two-way communication, which is direct-connect to RED Center.

11. TWO-WAY COMMUNICATION REQUIRED

Two-way communication shall be provided in all multi-story buildings. Two-way communication shall be provided in all elevators and at all areas of rescue assistance.

11a) Two-Way Communication

A method of two-way communication, with both visible and audible signals, shall be provided between each area of rescue assistance and the primary entry. The fire department or appropriate local authority may approve a location other than the primary entry.

11b) Identification

Each Area of Rescue Assistance shall be identified by a sign, which states "AREA OF RESCUE ASSISTANCE" and displays the international symbol of accessibility. The sign shall be illuminated when exit sign illumination is required. Signage shall also be installed at an inaccessible exit and where otherwise necessary to indicate clearly the direction to areas of rescue assistance. In each area of rescue assistance, instructions on the use of the area under emergency conditions shall be posted adjoining the two-way communication system.

11c) Plan

The floor plan showing exit discharges(s) shall indicate the number of environmentally limited persons anticipated to be evacuated in an emergency for the assistance of the owner in preparing an emergency management evacuation plan prior to occupancy of the building.

12. CONCRETE FOOTINGS AND FOUNDATION WALLS

All footings and foundation walls shall be solid, **CAST IN PLACE CONCRETE**.

12a) The concrete shall be a 6 bag mix or an engineered design mix which shall have a specified compressive strength (f'c) of not less than 3,000 pounds per square inch (psi) at 28 days.

12b) The use of **CALCIUM CHLORIDE** as an admixture is not permitted on site.

12c) The **MINIMUM DEPTH** for all footings shall be 3' 6", measured from finished grade to the bottom of the footing.

12d) The minimum **THICKNESS** for all footings shall be 12 inches minimum or as approved by the Building Official.

12e) **EXTENSION** –All footings shall extend a minimum of 6” each side of the foundation wall it is supporting.

Example: a 1’ 0” wide foundation wall shall be supported by a 2’ 0” wide footing.

12f) **FOAM PLASTIC FORMS** used for pouring a foundation wall or exterior wall into a concrete grid pattern, and then left in place, are not permitted.

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12g) **REINFORCEMENT** –All foundation walls shall have steel reinforcing bars, a minimum of 2 - #5 Bars, Top and Bottom, running continuous.

13. EXTERIOR WALLS

EXTERIOR WALLS –All buildings shall be constructed of approved masonry materials or approved pre-cast concrete panels. “Approved Masonry Materials” shall mean: face brick, natural stone, pre-cast concrete, split face block or equivalent masonry construction. Regular concrete block (C.M.U.) which is painted or stained is not an approved masonry material.

13a) EXTERIORWALLS FOR TYPE IA AMENDED CONSTRUCTION

Apartment buildings, Condominium Buildings, Hotels, Motels, Dormitories, Senior Housing, Adult Care and like facilities shall be constructed of solid masonry walls, which have a minimum thickness of 12” in width. Typically, the minimum wall would be comprised of a 4” wide face brick with an 8” C. M. U. back up. A 4” or 6” width of masonry veneer with a metal stud wall back up, for an exterior wall is not permitted for Type IA amended construction. Any and all metal stud wall systems are **not permitted** for the exterior walls of Type 1A amended construction.

Revise this section to indicate that exterior walls may be constructed of any materials allowed in Type V-A construction per the International Building Code.

13b) EXTERIOR WALLS FOR FUTURE EXPANSION

Walls specifically designed for building expansion in one direction within five (5) years of initial construction may be of a lighter material, consistent with industry standards and the character of the area.

13c) EXTERIORWALLS @SIDE AND REAR ELEVATION

The exterior walls at the side(s) and rear elevation of all buildings shall be constructed of approved masonry materials and shall compliment the Architectural Design of the Front Façade of the building. The side and rear elevations shall also be aesthetically pleasing, so as to not negatively impact the adjacent neighborhood.

In commercial and industrial districts where a residential neighborhood is not affected, the side and rear elevation of a building may utilize split face

block, or any combination of approved masonry materials.

13d) EXTERIOR INSULATION FINISH SYSTEMS (EIFS)

When approved in advance by the Building Official, EIFS may be used for the spandrels of one-story strip shopping centers, or for minor accent areas in other buildings.

13d)-1 EXTERIOR INSULATION FINISH SYSTEMS (EIFS)

All exterior Insulation Finish Systems (EIFS) shall be a completely drainable type system utilizing one or more of the following, as specified by the manufacturer's installation instructions:

- ☐ ☐ A continuous mesh
- ☐ ☐ A "Wrinkle Wrap" type of building wrap
- ☐ ☐ Vertical groove drains in the insulation board
- ☐ ☐ Other method as prescribed by the manufacturer's installation

Instructions

13d)-2 The insulation shall be mechanically fastened.

13d)-3 The contractor performing the work must be a certified installer of the EIFS product that he is installing

13d)-4 The Certified EIFS contractor shall provide a warranty for the labor and materials, identifying that the installation was performed in accordance with manufacturer's installation instructions as well as the provisions of this code. Any and all violations of this code or discrepancies with the manufacturer's installation instructions shall be corrected at the expense of the EIFS contractor, and General Contractor who has control over the project.

13d)-5 The City of Prospect Heights Building Department does not recommend EIFS and assumes no responsibility for its use and/or application to any building.

13d)-6 A Certified Independent EIFS inspector may be employed at the direction of the Building Official at the owner's expense.

14. GYPSUM WALL BOARD

The minimum thickness of all gypsum wallboard to be used in all locations, of all buildings, is 5/8" G. W. B. (Type X).

Revise this section to indicate that 5/8" Type 'X' gypsum board is only required at fire rated walls. Non-rated walls may use any material allowed by Type V-A construction as indicated in the International Building Code. In addition, Type 'X' is not the correct designation for gypsum board used in fire rated ceiling applications, which must use Type 'C' gypsum wall board.

15. PARTITIONS AND FRAMING

The minimum requirement for all partitions, in all buildings is one layer of 5/8" G. W. B. (Type X), each side of 3-5/8" metal studs @ 16" O. C. All framing shall be 16" O. C. All metal studs shall be securely fastened, with a screw located on each flange, both sides, at the top track and at the bottom track.

Revise this section to indicate that partitions and framing may be of any material allowed by Type V-A construction as indicated in the International Building Code.

16. ELEVATOR AND STAIR SHAFTS: 2 HOUR

In all buildings, all walls of all elevator and stair shafts (smoke proof enclosures) shall be two (2) hour masonry construction. The shaft shall be comprised of 8" concrete block walls, constructed with 8" wide concrete masonry units, having a 2 hour fire resistance rating, minimum.

17. MECHANICAL SHAFTS AND DUCTS

In all buildings, all walls of shafts for mechanical, electrical and other building utilities shall be 2 hour masonry construction. The shafts shall be comprised of 8" concrete block walls, constructed of 8" wide concrete masonry units, having a two (2) hour fire resistance rating.

Revise this section to indicate that mechanical shafts and ducts may be of any material allowed by Type V-A construction as indicated in the International Building Code.

17a) **SMALL SINGLE SHAFTS** for mechanical, electrical and other building utilities, which have a cross-sectional area of four (4) square feet or less may utilize 2 hour, gypsum, "SHAFTWALL" construction.

17b) **SHAFTS FOR TRASH CHUTES** must be constructed of two (2) hour masonry construction (8" concrete block walls).

Revise this section to indicate that trash chute shafts may be of any material allowed by Type V-A construction as indicated in the International Building Code.

17c) **DRYER VENTS** - All dryer vents shall be metal or metal flex.

17d) DUCT CONSTRUCTION AND INSTALLATION

All ducts for the air distribution system shall comply with Section 603 of the International Mechanical Code.

EXCEPTIONS:

- ☐ ☐ The use of gypsum boards to form airshafts (ducts) is not permitted.
- ☐ ☐ Stud cavity joist space plenums are not permitted (Reference Section 602.3)
- ☐ ☐ All dryer vents shall be metal ducts or metal flex. Non-metallic ducts are not permitted for dryer vents.

18. STAIRS

All stairs in all buildings shall be constructed of solid cast-in place concrete or **concrete filled metal pan stair treads** with metal risers. A "pattern metal plate" or any type of metal plate used for stair treads is not permitted.

Revise this section to allow precast concrete stairs as will be utilized in the Parking Deck.

18a) The minimum width of all stairs in all buildings shall be 48" wide.

Revise this section to require stair widths meet the minimum requirements of the International Building Code (44" exit width).

18b) For Industrial and Manufacturing USES, a non-slip metal grate may be used for treads on stairs and ships ladders that lead to mezzanines utilized for utilitarian purposes or to access metal grate catwalks.

19. FIREPLACES

MASONRY FIREPLACES

All wood burning fireplaces shall be constructed of masonry per section 2111 of the IBC and in compliance with the New York Masonry Associations guidelines and details. The hearth extension shall always be 20" inches minimum.

19a) **"DIRECT VENT" Fireplace Units** which burns gas only, and have a fixed glass plate in front of the firebox, which cannot be opened, are permitted.

i) If a chimney is created for the direct vent on the outside of the building, it must be brick or stone veneer. Wood siding or non-masonry materials are not permitted to enclose the chimney created on the outside wall.

ii) The direct vent unit may terminate at the outside wall with a collar, per manufacturers installation instructions.

iii) If the vent is run vertically in the interior of the building, it may terminate through the roof, as an exposed vent. If the vent through the roof has a chimney enclosure around it, the enclosure must be clad to look like brick or stone. (Wood siding shall not be permitted to create a chimney).

19b) **"Ventless"** fireplace units which burn gas and have no vent to the outside, are not permitted in bedrooms, basements and attics. They must be operated with a door or window open, per manufacturer's instructions. This product is not recommended by the City of Prospect Heights Building Department or the Prospect Heights Fire District.

20. STRUCTURAL TESTS AND SPECIAL INSPECTIONS

For all buildings, the owner and/or his agent shall insure that all "Structural Tests and Special Inspections" are performed and recorded as required in Chapter 17 of the IBC.

20a) The owner and/or his agent, at his expense shall employ experienced personnel educated in conducting, supervising and evaluating tests, inspections and reports pertaining to all the requirements of Chapter 17 of the IBC.

21. SPECIAL CONSTRUCTION TYPE IA, AMENDED

Special Construction Type IA, amended shall be a category of construction which applies

to all Apartment Buildings, Condominium Buildings, Hotels, Motels, Dormitories, Senior Housing, Adult Care Facilities and other like facilities in which people sleep or are boarding.

All buildings in this category shall comply with the previously listed amendments 1 through 20 as well as the following:

21a) FIRE BARRIERWALLS –(2 hour)

All walls which separate and compartmentalize dwelling units, including corridor walls shall be “Fire Barrier” walls constructed of 8” wide concrete masonry units. The 8” C.M.U. fire barrier wall shall have a fire resistance rating of 2 (two) hours, minimum. Public corridors shall be 5’-1” wide, minimum.

Revise this section to indicate that the walls which separate and compartmentalize dwelling units shall be one hour rated “Fire Partition” type walls constructed of any material allowed by the International Building Code for Type V-A construction.

21b) CEILING/FLOOR CONSTRUCTION –(2 hour)

HORIZONTAL FIRE BARRIER –(2 hour)

The separation between dwelling units, the ceiling/floor assembly shall be precast concrete planks or poured into place concrete, and shall have a minimum fire resistance rating of 2 hours. This must be increased when the code requires a higher fire resistance rating. No other ceiling/floor assembly shall be permitted. (Bar joists are not permitted.)

If a poured in place **CONCRETE COMPOSITE FLOOR/CEILING ASSEMBLY** is utilized, and the metal deck is required for the structural strength of the assembly, then the metal deck as well as the steel beams and columns shall be protected with a minimum 2 (two) hour cementitious spray-on fireproofing, or higher fire resistance hourly rating as specified by the model code.

Revise this section to indicate that the floor/ceiling assemblies which separate and compartmentalize dwelling units shall be one hour rated and constructed of any material allowed by the International Building Code for Type V-A construction.

21c) ALL STEEL BEAMS AND COLUMNS shall be protected with a minimum 2 (two) hour fire resistance rating, or higher fire resistance hourly rating as specified by the model code.

Revise this section to indicate that the structural steel beams and columns which support more than two floors, or one floor and a roof, or support a wall more than two stories in height shall be individually protected on all four sides with materials having the required fire resistance rating as required by the International Building Code for Type V-A construction.

21d) CEILING/ROOF CONSTRUCTION –(2 hour)

The ceiling/roof assembly shall be pre-cast concrete planks, or poured into place concrete, and shall have a minimum fire resistance rating of (two) 2 hours. Open web steel bar joists and other assemblies are not permitted for the roof construction, for this category of buildings.

Revise this section to indicate that the roof/ceiling assemblies shall be constructed of materials and assemblies having the fire resistance ratings as required by the International Building Code for Type V-A construction.

21e) DOORS AND FRAMES

All doors to each dwelling unit shall be 1-1/2 hour fire rated B-LABEL Doors, in B-LABEL welded frames, with B-LABEL hinges and shall have hydraulic door closers. (Spring hinges are not acceptable closers and are not permitted.) All other doors which are located in a 2 (two) hour fire rated wall shall be 1-1/2 hour fire rated B-LABEL doors, with B-LABEL welded frames, B-LABEL hinges and a hydraulic closers. (Typical)

Revise this section to indicate that the doors to each dwelling unit shall be constructed of materials allowed by code and shall be labeled for fire resistance as required by the International Building Code for Type V-A construction.

21f) FIRESTOPPING –PENETRATIONS (ref. Section 712)

All penetrations of all Fire Barriers, shafts and other fire rated assemblies, shall be properly fire-stopped in accordance with ASTM E814. All PVC pipes, which penetrate a fire barrier shall have an “intumescent fire-stop sealant” with a metal ring –on both sides of the penetration.

A professional Fire-stop contractor shall be employed by the owner or his agent to provide shop drawings of all types of penetrations, and submit to the Building Department for review. The Fire-stop contractor shall be employed by the owner and responsible to install all fire-stopping for all the trades throughout the entire building. It is the responsibility of the owner, general contractor and Fire-stop contractor to call the Building Department to inspect all fire-stopping prior to covering the work. Failure to have the firestopping inspected shall require the general contractor to uncover the work at his own expense, even if the fire-stopping is properly in place. (Firestopping amendment applies to ALL buildings).

Revise this section to indicate that all firestopping penetrations shall be tested by an approved testing laboratory such as Underwriter's Laboratory and constructed as allowed by the International Building Code.

21g) FLOOR TO CEILING HEIGHT

The clear height from finished floor to the underside of the pre-cast concrete deck above shall be 8'-8" MINIMUM. The clear height from finished floor to the underside of a composite concrete deck above shall be 9'-0" MINIMUM.

21h) PANIC HARDWARE

Panic hardware is required at all exit Discharge Doors. (all buildings, ref. 1008.1.9)

Revise this section to indicate that panic hardware shall be provided at all discharge doors where required by the International Building Code.

21i) ELEVATOR PHONES

Phones in elevators shall be direct-connect to Red Center.

21j) MECHANICAL

All ductwork shall be metal ducts for supply and return. Stud wall cavities shall not be utilized as an air plenum return.

Revise this section to allow ductwork to be of any material allowed by the International Mechanical Code for use in buildings of Type V-A construction.

21k) RPZ BACKFLOWPREVENTION DEVICE

An RPZ backflow prevention device is required to be installed on the main domestic water supply line to the building. Provide a floor drain for the RPZ. An RPZ is required after the by-pass water meter on the double detector check of the Fire Sprinkler System. (Provide a floor drain for RPZ).
An RPZ is required for an irrigation system. (Provide a floor drain for RPZ).

21l) DEAD END CORRIDOR

The maximum length of a dead end corridor is 20 feet. No exceptions for this category of building.

22. LOW VOLTAGE WIRING (for ALL BUILDINGS)

Low voltage wiring shall be defined as wires/cables which are used for fire alarms, burglar alarms, telephone, intercoms, security systems, computer cable, CATV, doorbells, thermostats and the like.

22a) All low voltage wiring shall be “plenum rated”, cables or wires.

Revise this section to allow low voltage wiring as required by the National Electrical Code.

22b) CONCEALED AREAS

When concealed, low voltage wiring/cables are not required to be in conduit.

Concealed shall be defined as follows:

- ☐ ☐ Located within a gypsum board partition
- ☐ ☐ Located within a floor/ceiling assembly in which the ceiling is gypsum board, suspended acoustical ceiling panel and grid, or similar
- ☐ ☐ Located in a tray or runway that is located above the bottom cord of bar joists in a warehouse space

22c) EXPOSED AREAS

Low voltage wiring is required to be in EMT Conduit in all exposed areas, in the interior of a building and rigid conduit on the exterior of buildings. Some examples of exposed areas are as follows:

- ☐ ☐ Vertically on a wall and not concealed in the wall.
- ☐ ☐ Horizontal runs which are below the top of the bar joists or ceiling assembly.
- ☐ ☐ Any location where one can see the wires.

EXCEPTION: Low voltage wires may run exposed at the top of the bar joists providing that the wires are bundled with ties and that proper hangers are installed at regular intervals to prevent sagging, or installed on cable trays.

23. CORRIDOR VS. HALLWAY (for ALL BUILDINGS; except Type 1A amended requires corridors to be 8" C.M.U.)

23a) CORRIDORS

Public corridors in mercantile, office buildings, schools or other uses which typically divide the building, with a tenant or rooms on each side, shall be a minimum of 5'-1" wide and shall have a fire resistance rating of 2(two) hours. (i.e. 2 layers of 5/8" G.W.B. TYPE "X" on each side of metal studs @ 16" O. C.) All corridor doors shall be 1-1/2 hour fire rated "B" LABEL doors, frames and hinges with hydraulic closer. If glass sidelights are used in the corridor wall, the glass shall be 1-1/2" hour fire rated, or a wall washer sprinkler head shall be located at each glass panel.

Revise this section to allow corridors to be constructed of any material allowed by the International Building Code for Type V-A construction.

23b) HALLWAYS

Hallways or corridors within an office or tenant finish-out area shall NOT be required to have a two (2) hour fire rating. The corridors and hallways that are created by office systems furniture, cubicles, glass partitions or gypsum wall board within a tenant space shall not be required to have a fire rating. Except, that all gypsum board partitions shall be constructed of 5/8" gypsum wallboard on each side of metal studs @ 16" O.C., which is non-combustible construction and by definition has a 1 (one) hour fire rating.

Revise this section to allow hallways to be constructed of any material allowed by the International Building Code for Type V-A construction.

24. TENANT SEPARATION WALLS –OFFICE & MERCANTILE

The tenant separation walls in multiple tenant retail or office uses may utilize an approved two (2) hour fire resistance rated gypsum wall assembly. Such walls shall extend from the floor to the underside of the deck above and shall have sound attenuation blankets.

25. FIRE BARRIER WALL@OFFICE/WAREHOUSE

25a) The fire barrier wall between an office/warehouse, office/manufacturing plant or other mixed uses shall be of 2 (two) hour masonry (8" concrete masonry units) or 2 (two) hour pre-cast concrete construction. Such walls shall extend from the floor to the underside of the roof deck.

25b) In existing office/warehouse type building in which the proper masonry fire barrier wall exists, expansion into the warehouse area to increase office space will require an additional two (2) hour masonry fire barrier wall between the new office space and the warehouse.

25c) **EXCEPTION:** If the additional office space being extended into the existing warehouse is 3,000 square feet or less, then the fire separation wall may be a 2 (two) hour gypsum wall board assembly, 2 layers of 5/8" G.W.B. each side of metal studs @ 16" O. C.

26. CEILINGS

26a) All suspended acoustical ceiling panels and grid shall be a Class "A", 1 (one) hour fire rated product.

26b) All gypsum wallboard ceilings shall be 5/8" gypsum wallboard TYPE "X", minimum.

27. TABLES –no reduction

The fire resistance rating listed in the following Tables, shall not be reduced to a lesser fire resistance rating, even when the building is equipped with an automatic fire sprinkler system. The more stringent requirement shall always apply unless approved by the Building Official and Fire Marshal.

TABLES:

301.1.1 Incidental Use Areas

302.3.2 Required Separation of Occupancies (hours)

705.4 Fire Wall Fire-Resistance Ratings

706.3.7 Fire-Resistance Rating Requirements for the
Fire Barrier Assemblies between Fire Areas

715.3.1 Fire Door and Fire Shutter, Fire Protection Ratings

1016.1 Corridor Fire-Resistance Rating Shall be a Minimum of two (2)
hours.

Revise this section to allow corridors to be fire rated per Table 1016.1 of the
International Building Code.

See Amendment #23 Corridors vs. Hallways

28. STANDING SEAM METAL ROOFS AND MANSARDS

5/8" or 3/4" Plywood shall be permitted sheathing or back-up for standing seam metal roofs or mansards when used over metal deck on bar joists or used as a sheathing over steel C-Joist framing, or other non-combustible framing.

29. INTERIOR WOOD PANELING

All interior wood paneling shall be applied over 5/8" G.W. B. which is attached to metal studs or fire retardant wood studs @ 16" O. C.

30. FOAM PLASTICS

30a) Any type of foam plastic (Styrofoam or like materials) shall not be permitted to be utilized as the floor and/or structural support of auditorium seating, theater seating

or a stage.

30b) Foam plastic forms, which are a stackable system to create foundation walls, exterior walls or interior walls are not permitted. (*All Building Types*).

30c) Prefabricated walls which are comprised of foam plastic with sheathing on each side are not permitted. (*All Building Types*).

30d) Prefabricated wall and roof panels which are constructed of foam plastic (Styrofoam or like material) with sheet metal on each side of the panel are not permitted. (*All Building Types*)

SPECIFIC AMENDMENTS TO THE SECTIONS OF THE IBC 2003

31. 101.1 Title

These regulations shall be known as the Building Code of, The City of Prospect Heights, hereinafter referred to as "this code".

A. SECTION 101.2 SCOPE

EXCEPTIONS:

1. Detached one and two family dwelling or townhouses not more than 2-1/2 stories above grade, and their accessory structures shall comply with the International Residential code as amended and adopted by the City of Prospect Heights.
2. Existing buildings undergoing repair, alterations or additions and change of occupancy shall comply with Chapter 34 of this code, **as amended**.

32. 101.2.1 Appendices

Appendix A and Chapter 35 Referenced Standards shall be adopted. Delete appendices C through J entirely.

33. 105.2 Work Exempt From Permit

All work shall require a permit including all detached accessory structures, fences, retaining walls, sidewalks, driveways, swimming pools, window awnings, signs, radio and television transmitting stations and all construction listed on the City of Prospect Heights fee schedule. Work exempt from permit shall be any:

- ☐ ☐ Minor repair or replacement
- ☐ ☐ Painting, papering, carpeting, tiling, cabinet and other finish work
- ☐ ☐ Re-roofing of single family residence or townhome
- ☐ ☐ Emergency repairs –(some emergency repairs may require a permit after the fact)

34. 114.3 Unlawful Continuance

Any person who shall continue to work after having been served a stop work order, shall be liable to a fine of \$100.00 for the first day, \$200.00 for the second day and an additional \$500.00 for the third day and subsequent days @ \$500.00/day for each and everyday, thereafter.

35. 302.3.1 Non-separated Uses

Fire separations are required between uses, such as tenant separation walls, and shall be rated in accordance with Table 302.3.2 with no reduction in hourly rating. (No reduction, even when the building is fully sprinklered.)

36. 501.2 Premises Identification

Letters or numbers shall be a minimum of 6 (six) inches in height and a stroke of minimum 0.5 inch of a contrasting color to the background itself.

37. 708.1 Fire Partitions - General

Walls separating tenant spaces in offices, mercantile, retail or other uses shall be 2 (two) hour fire rated and have the continuity of the fire partition described in Section 708.4

38. 1007.1 Accessible Means of Egress

Accessible means of egress shall comply with this section and the current version of the Illinois Accessibility Code. The Illinois Accessibility Code takes precedent over Section 1007 of the IBC.

38a. 1008.1.2 Door Swing and Panic Hardware

All doors shall swing in the direction of egress travel. Provide panic hardware on egress doors as directed by the Fire District and Building Official.

EXCEPTION: Egress doors may swing into a small tenant space (1,000 s.f. or less) if prior approval is obtained from the Building Official and Fire District.

39. 3001.2 Elevators & Conveying Systems Referenced Standards
and Revise and modify ASME 2000 A17.1 as follows:

a) Section 2.7.3.1 Access to Machine Rooms and Machinery Spaces
To be revised to read

General Requirements:

A permanent safe, convenient means of access into the elevator machine room and overhead machinery spaces shall be provided for elevator maintenance personnel only. The elevator machine room shall not be used for a through passage to and from other spaces, roof, electrical maintenance, etc.

b) Section 2.8.2.3.1 Shut off Valves in Sprinkler Branch Lines

Shut Off Valves with a tamper proof electrical switch back to a fire alarm panel shall be provided for each branch line for machine room and shaft in an accessible location outside these spaces.

c) Section 2.10.1 Guarding of Equipment

In machine rooms and secondary machinery spaces, the following shall be guarded to protect against accidental contact:

- a. Driving machine sheaves and ropes whose vertical

projection upon a horizontal plane extends beyond the base of the machine.

b. Sheaves.

c. Exposed gears, sprockets, tape or rope sheaves, or drums of selectors, floor controllers, or signal machines guards, and their driving ropes, chains or tapes; and

d. Keys, keyways, and screws in projecting shafts. Hand-winding wheels and flywheels that are not guarded shall have yellow markings.

d) Section 2.14.7.1.3 *Change first sentence to read as follows:*
Passenger and freight elevators shall be provided with a standby emergency lighting power source on each elevator conforming to the following.

e) Section 2.7.3.4 *2.7.3.4 (B) All machine room doors to be 1-1/2" hr B label self-closing and locking*

f) Section 3.7 *Change the requirements of Section 3.7.1 to read requirements of Sec 2.7.1.1.1*

g) Section 3.19.4 *Supply line shutoff valve. Sentence to read:*
With a permanent handle to be attached to valve for shut off purposes.

h) Section 5.3 *Private Residence Elevators*
5.3.1.1.4.5 Machine Room: Electric Elevators room to be of a:

- ☐ ☐ Minimum of 1 (one) hour fire resistance
- ☐ ☐ Minimum 60" wide by 24" deep
- ☐ ☐ Maximum 60" wide by 60" deep
- ☐ ☐ Head Room Minimum 84" high
- ☐ ☐ Door to be minimum 36" wide by 80" self-closing and locking
- ☐ ☐ Main Line Disc Switch to be fused, heavy duty lock side of door
- ☐ ☐ Car Light Disconnect Switch to be fused, heavy duty lock side of door
- ☐ ☐ Room light switch lock side of door. Minimum illumination 5FTC
- ☐ ☐ Room to have a 110V GFI Duplex outlet below light switch
- ☐ ☐ Minimum 5 lb ABC Fire Extinguisher in Machine room, lock side of door

5.3.1.8.3 *Light in car Add:*

Emergency lighting to be provided as per Section 2.14.7.1.3

Add new section-Hydraulic Elevator
5.3.2.3.1 Machine Room –Hydraulic

Machine Room to be provided per 5.3.1.1.4.5

5.3.1.19 Emergency signal. Add:

Emergency signaling device to comply with 2.14.7.1.3

i) Section 8.10.3.2.2M *Section 8.10.3.2.2M*

Hydraulic working pressure shall be checked by running elevator with a full load in the car and the pressure verified as per the Data Plate.

j) Section 5.2.1.27 *Emergency Operation and Signaling Service*

Telephone to a RED Center, emergency light and alarm shall be installed on the elevator.

k) Section 5.2.1.27 *Phase I & II fire service*

Phase I & II fire service with smoke sensor recall shall be provided on elevator. Appropriate key box with keys shall be provided per Fire District. When the machine room or shaft is sprinklered, a shunt trip device controlled by a heat sensor system shall be installed.

40. Section 3007 Existing Elevators

(A NEWSECTION ADDED)

a) Section 3007.1 All existing elevators shall comply with ASME 1996 17.3, Safety Code for existing elevators and escalators.

41. Section 3008 Maintenance and Accidents (A

NEWSECTION ADDED).

a) 3008.1 Owner Responsibility: The owner or the owner's legal agent for the building in which the equipment is located shall be responsible for the care, maintenance and safe operation of all equipment covered by this article after the installation thereof and acceptance by such owner or agent. The owner or agent shall make or cause to be made all periodic tests and inspections, and shall maintain all equipment in a safe operating condition, as required by this article.

b) 3008.2 Contractor Responsibility: The person installing any device covered by this article shall make all acceptance tests and shall be responsible for the care and safe operation of such equipment during its construction and until temporarily or finally accepted by the Building Official's designated Elevator Inspector.

c) 3008.3 Maintenance Items: All operating and electrical parts and accessory equipment or devices subject to this article shall be maintained in a safe operating condition. The maintenance of elevators, dumbwaiters

and escalators shall conform to ASME A17.1 listed in Appendix A.

d) 3008.4 Unsafe Conditions: If, upon inspection, any equipment covered in this article is found to be in an unsafe condition, or not in accordance with the provisions of this code, the code official shall thereupon serve a written notice of such finding upon the building owner or lessee, stating the time when recommended repairs or changes shall be completed. After the service of such notice, it shall be the duty of the owner to proceed within the time allowed to make such repairs or changes as are necessary to place the equipment in a safe condition. It shall be unlawful to operate such equipment after the date stated in the notice unless such recommended repairs or changes have been made and the equipment has been approved, or unless an extension of time has been secured from the code official in writing. Time duration to be 24 hours, 7 days, 15 days or a maximum 30 days.

e) 3008.4.1 Power To Seal Equipment: In cases of emergency, the Building Official, in addition to any other penalties herein provided, shall have the power to seal out of service any device or equipment covered by this article when, in the opinion of the Building Official, the condition of the device is such that the device is rendered unsafe for operation: or for willful failure to comply with recommendations and orders.

f) 3008.4.2 Notice of Sealing Out Of Service: Before sealing any device out of service, the Building Official, except in case of emergency, shall serve written notice upon the building owner or lessee stating intention to seal the equipment out of service and the reasons therefore.

g) 3008.4.3 Unlawful To Remove Seal: Any device sealed out of service by the Building Official shall be plainly marked with a sign or tag indicating the reason for such sealing. Any tampering with, defacing or removal of the sign, tag or seal without approval shall constitute a violation of this article.

h) 3008.5 Accidents Reported and Recorded: The owner of the building shall immediately notify the Building Official of every accident involving personal injury or damage to apparatus on, about or in connection with any equipment covered by this article, and shall afford the Building Official every facility for investigating such accident. When an accident involves the failure, breakage, damage or destruction of any part of the apparatus or mechanism, it shall be unlawful to use such device until after the examination by the Building Official is made and approval of the equipment for continued use is granted. It shall be the duty of the Building Official to make a prompt examination into the cause of the accident and to enter a full and complete report thereof in the records of the building department. Such records shall be open for public inspection at all reasonable hours.

i) 3008.6 Removal Of Damaged Parts: It shall be unlawful to remove from the premises any part of the damaged construction or operating mechanism of elevators, or other equipment subject to the provisions of this article, until permission to do so has been granted by the Building Official.

**42. 3009.0 Certificate of Compliance (A
NEWSECTION ADDED).**

a) 3009.1 The operation of all equipment governed by the provisions of this chapter and hereafter installed, relocated or altered shall be unlawful by persons other than the installer until such equipment has been inspected and tested as herein required and a final certificate of compliance has been issued by the Building Official.

b) 3009.2 Posting Certificates of Compliance: The owner or lessee shall post the current-issued certificate of compliance in a conspicuous place inside the elevator.

43. 3010.0 ADD Construction Documents And Permits

a) 3010.1 Application: The application for a permit shall be accompanied by construction documents in sufficient detail and indicating the location of the machinery room and equipment to be installed, relocated or altered; and all supporting structural members, including foundations. The construction documents shall indicate all materials to be used and all loads to be supported or conveyed. Documents to be reviewed and approved before permit is issued.

b) 3010.2 Permits: Equipment or devices subject to the provisions of this code shall not be constructed, installed, relocated or altered unless a permit has been received from the code official before the work is commenced. A copy of such permit shall be kept at the construction site at all times while the work is in progress.

44. 3011.0 ADD Tests and Inspections

a) 3011.1 General: All equipment and devices covered by the provisions of this code shall be subjected to acceptance and maintenance tests and periodic inspections as required herein.

b) 3011.2 Acceptance tests: Acceptance tests and inspections shall be required on all new, relocated and altered equipment subject to the provisions of this chapter. Tests and inspections shall be of such a nature as to determine whether the entire installation is designed, constructed and installed in compliance with this code, and shall indicate all parts of the equipment and machinery. In addition, Full Load Tests are to be done on all equipment. All such tests shall be made in compliance with the requirements of Section 3004.5 and in the presence of the Building Official, or by an approved agency for the Building Official

and by the person installing such equipment.

c) 3011.3 Periodic tests and periodic inspections: Periodic tests shall be required on all new and existing power elevators, and periodic inspections shall be made of all new and existing equipment subject to the provisions of this chapter.

d) 3011.3.1 Periodic tests: Periodic tests shall be made by the Building Official, or by an approved agency, and shall be made at the expense and responsibility of the owner. Where such tests are not made by the Building Official, the approved agency shall submit a detailed report of the tests to the Building Official on approved forms not more than 30 days after the completion of the tests.

e) 3011.3.2 Periodic inspections: Periodic inspections shall be made by the Building Official or by an approved agency. Where such inspections are not made by the Building Official, the approved agency shall submit a detailed report of the inspection to the Building Official on approved forms not more than 30 days after completion of the inspection.

f) 3011.3.3 Frequency of tests and inspections: Tests and inspections shall be conducted at intervals of not more than those set forth in ASME A17.1 listed in Chapter 35 for elevators, escalators, dumbwaiters and moving walks.

45. 3012.0 MISCELLANEOUS AND CONVEYORS (Add new section)

a) 3012.1 Miscellaneous hoisting and elevating equipment: All miscellaneous hoisting and elevating equipment shall be subjected to tests and inspections as required by the Building Official to ensure safe operation.

b) 3012.2 Conveyors: Conveyors and related equipment shall be inspected and tested in accordance with ASME B20.1 listed in Chapter 35.

46. 3102.0 Membrane Structures

Membrane Structures shall not be permitted.

47. 3109.0 Swimming Pools

a) All swimming pools shall conform to the Illinois Department of Public Health requirements as well as local requirements. The applicant shall submit drawings for approval to that agency as well as the City of Prospect Heights.

See IRC for complete swimming pool requirements and local amendments.

**48. 3401.0 Existing Structures This
Section Not Used**

49. 3403.1 Existing Buildings, Additions, Alterations or Repairs

a) In addition to the requirements of this section, all upgrades or modifications to the Fire Alarm or Fire Sprinkler System must comply with current listed requirements, for new buildings.

b) Any new tenant, or new business moving into an existing building shall be required to install an approved fire alarm system that conforms to the requirements for new construction. The new fire alarm system shall be installed before a Certificate of Occupancy and a Business License will be issued, and before the tenant occupies the space.

49a. 3403.1a Remodeling and Additions to Existing Buildings for Accessibility

(a New Section added) Whenever a remodeling or building addition occurs for the sole purpose of improving the accessibility of that building, (i.e. ramps, elevators, handicap accessible toilets, platform lifts, etc.) the existing building shall not be required to install a fire alarm or fire sprinkler system.

If a fire alarm system exists in the said building, the remodeling or addition for accessibility shall not constitute a requirement to upgrade the current fire alarm system.

50. 3406.0 Change of Occupancy

Whenever the "USE" or Occupancy Classification changes, or a new tenant occupies an existing space, an approved fire alarm system shall be installed per Fire District requirements, if one is not already in place.

a) Whenever the new or proposed "USE" or Occupancy is at a "Higher Use", that is more hazardous, based on life and fire risk, then the new occupancy shall upgrade to current code requirements, the same as for a new building. For example: A "business office use" changes to a restaurant or day care facility. The new "USE" is a more "hazardous use" and therefore a fire sprinkler system, fire alarm system, along with all other code requirements shall be provided, the same as in a new building.

Compliance Alternatives

Delete this section in its entirety.

Condominium Ownership

Add this section.

Buildings, which are planned as having condominium ownership or existing buildings which are converting to condominium ownership shall have the following:

A legally established **Condominium Association**, with Declarations, Rules and Regulations for the operation, maintenance and use of the property. These documents shall be submitted for review by the city's legal staff, and must conform to State of Illinois Statutes for condominiums.

Demising Walls: The demising walls, which compartmentalize each unit shall be constructed of 8" C. M. U., creating a 2 (two) hour fire rated barrier wall minimum. Corridor walls shall be constructed of 8" C.M.U., creating a two (2) hour fire rated barrier wall, as well. (Minimum) If the C.M.U. wall is not technically feasible, a two (2) hour fire rated gypsum wall may be used.

c) Assigned Parking: Each unit shall have a designated parking space(s).

d) Easements: Easements and cross-easements shall be established as necessary to perform repair and replacement of various building systems, building elements and for utilities.

e) Water Meter: The association shall be responsible for paying the water bill. The main water meter to the building shall be read for billing purposes. The Association may utilize private sub-meters to calculate the proportionate share of individual units water usage, and then the Association may use that information for its own purposes. The city will **NOT** issue multiple water meters to one building and send out multiple bills.

f) Apartment Buildings

Existing apartment buildings, which are constructed of wood frame floor/ceiling assemblies, or have wood stud wall framing, shall be required to install an approved fire sprinkler and fire alarm system before converting to condominium ownership.

51. 3410

52. 3411

a)

b)

53. Part IX Referenced Standards –Chapter 35

All of the referenced standards listed in Chapter 35 of the IBC 2003 edition are hereby adopted by the City of Prospect Heights.

54. Part X Appendices

Appendix A and Appendix B are hereby adopted by the City of Prospect Heights. Delete appendices C through J entirely.

~~~END ~~~

