

NOTICE: MEETING MODIFICATION DUE TO COVID-19



Pursuant to the Governor's Executive Orders, the Governor has made a disaster declaration in response to COVID-19. In accordance with 5 ILCS 120/7(e), the head of the public body has determined that an in-person meeting of all of the individual Council members under the Open Meetings Act is not practical or prudent. The chief administrative officer (Joe Wade) will attend in person. The Council and members of the public may continue to attend the meeting virtually via Zoom as attendance in the board room is not feasible. **A Zoom meeting participation instruction page is available following the agenda.** Public comment may be emailed to Deputy Clerk Karen Schultheis kschultheis@prospect-heights.org at least two hours prior to the scheduled meeting. Said email will be read by a representative of the Council at said meeting or otherwise placed into the record.

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE CITY OF PROSPECT HEIGHTS, NOTICE IS HEREBY GIVEN THAT

**THE CITY COUNCIL WORKSHOP TELECONFERENCE MEETING
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS
WILL BE HELD ON MONDAY, JANUARY 10, 2022 AT 6:30 P.M.**

MAYOR NICHOLAS J. HELMER PRESIDING

**THIS MEETING WILL BE RECORDED AND AVAILABLE ON THE CITY'S WEBSITE
ATTENDEES WHO WISH TO SPEAK ON AGENDA OR NON-AGENDA ITEMS WILL BE PROVIDED
AN OPPORTUNITY DURING THE TELECONFERENCE.**

**THERE IS A FIVE MINUTE TIME LIMIT FOR SPEAKERS.
DURING WHICH TELECONFERENCE MEETING IT IS ANTICIPATED THERE WILL BE
DISCUSSION AND CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON
THE MATTERS CONTAINED IN THE FOLLOWING:**

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

A. December 13, 2021 Workshop Meeting Minutes

4. PRESENTATIONS

5. APPOINTMENTS/CONFIRMATIONS AND PROCLAMATIONS

6. PUBLIC COMMENT ON AGENDA MATTERS (*Five Minute Time Limit*)

(Citizens are asked to identify the agenda item they would like to address and will be provided the opportunity to speak to the issue after its presentation and before City Council action)

7. STAFF, ELECTED OFFICIALS, and COMMISSION REPORTS

8. OLD BUSINESS

No Old Business

9. NEW BUSINESS

A. R-22-01 Resolution Approving Chicago Executive Airport Budget Amendment

B. R-22-02 Resolution Approving Chicago Executive Airport Purchase of Approximately 3.37 Acres of Property (Formerly 94th Aero Squadron Restaurant) From Signature Flight Support, LLC for \$1,100,000

10. DISCUSSION TOPICS FOR THIS WORKSHOP MEETING

A. TBD

11. APPROVAL OF WARRANTS

A. Approval of Expenditures

General Fund	\$56,221.77
Motor Fuel Tax Fund	\$3,047.43
Palatine/Milwaukee Tax Increment Financing District	\$0.00
Tourism District	\$0.00
Development Fund	\$0.00
Drug Enforcement Agency Fund	\$0.00
Solid Waste Fund	\$24,709.92
Special Service Area #1	\$0.00
Special Service Area #2	\$0.00
Special Service Area #3	\$0.00
Special Service Area #4	\$0.00
Special Service Area #5	\$0.00
Special Service Area #8 – Levee Wall #37	\$0.00
Special Service Area-Constr #6 (Water Main)	\$0.00

This meeting will be recorded and made available on Cable Channel 17, Prospect Heights Television, and our PHTV YouTube Channel via a link on the City website

Special Service Area- Debt #6	\$0.00
Capital Improvements	\$5,658.00
Palatine Road Tax Increment Financing District	\$0.00
Road Construction	\$0.00
Road Construction Debt	\$550.00
Water Fund	\$1,447.81
Parking Fund	\$0.00
Sanitary Sewer Fund	\$0.00
Road/Building Bond Escrow	\$0.00
TOTAL	\$91,634.93
<u>Wire Payments</u>	
12/31/2021 PAYROLL	\$165,467.43
12/16/2021 POLICE PENSION FUNDING	\$76,121.82
TOTAL WARRANT	\$333,224.18

12. PUBLIC COMMENT ON NON-AGENDA MATTERS (*Five Minute Time Limit*)

13. EXECUTIVE SESSION

14. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

15. ADJOURNMENT

Posted by 5:00 PM, January 6, 2021

INSTRUCTIONS TO VIEW THE ZOOM SIMULCAST

FOR ZOOM VIDEO

Join by Cell Phone, Tablet, or Computer: <https://us02web.zoom.us/j/85902927207>

Meeting ID: **859 0292 7207**

This meeting will be recorded and made available on Cable Channel 17, Prospect Heights Television, and our PHTV YouTube Channel via a link on the City website

FOR ZOOM AUDIO

Join by Phone: 1-312-626-6799

Meeting ID: **859 0292 7207**

Please use your legal name. Any use of inappropriate names may result in ejection from the meeting. The meeting will open 10 minutes before the posted start time. Please join the meeting at least 5 minutes prior to start of meeting. Participants are automatically muted. Items for Public Comment may be emailed to kschultheis@prospect-heights.org by 4:30pm on the day of the meeting to be read at the meeting.

This meeting will be recorded and made available on Cable Channel 17, Prospect Heights Television, and our PHTV YouTube Channel via a link on the City website

Resolution No. R-22-01**A Resolution Approving a FY22 Budget Amendment for Chicago Executive Airport**

WHEREAS, the City of Prospect Heights and the Village of Wheeling have entered into an Intergovernmental Agreement dated July 1, 2005 for the Organization, Operation and Maintenance of the Chicago Executive Airport (CEA); and,

WHEREAS, Section 4..G, 3 of the said Agreement requires the Chicago Executive Airport Board to propose for approval by the Municipalities an Annual Budget for the Chicago Executive Airport; and,

WHEREAS, the City Council of the City of Prospect Heights approved the CEA FY 2022 Budget on April 12, 2021; and,

WHEREAS, the Chicago Executive Airport requests the purchase of property located off Tower Road adjacent to the airfield. The property is presently vacant land that previously operated as the 94th Aero Squadron restaurant; and,

WHEREAS, a budget amendment to increase the budget line item for Building and Land reserve fund from \$200,000.00 to \$1,100,000.00 is necessary to fund the purchase of the vacant land off of Tower Road.

Now, Therefore, Be It Resolved by the Mayor and City Council of the City of Prospect Heights, County Cook, State of Illinois, that the budget amendment for the CEA FY 2022 budget is hereby approved.

Passed and Approved this 10th day of January 2022.

Nicholas J. Helmer, Mayor

Attest:

City Clerk

Ayes:

Nays:

Absent:

**CHICAGO EXECUTIVE AIRPORT
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO. 21-051

DATE OF BOARD MEETING: December 15, 2021

TITLE OF ITEM SUBMITTED:

RESOLUTION APPROVING BUDGET AMENDMENT

SUBMITTED BY: Jeffrey J. Miller, Executive Director

BASIC DESCRIPTION OF ITEM¹:

This resolution is to approve, subject to the approval of the Village of Wheeling and City of Prospect Heights, a budget amendment to increase the budget line item for Building and Land reserve fund from \$200,000.00 to \$1,100,000.00. The budget amendment is necessary to fund the purchase of the vacant land off of Tower Road commonly known as the 94th Aero Squadron Property. CEA has sufficient funds on hand to fund the purchase. If approved, the budget amendment will be forwarded to the Village of Wheeling and City of Prospect Heights for their consideration and approval pursuant to Section 3.A.5 of the Intergovernmental Agreement.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: None

RECOMMENDATION: To approve

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. 21-051

RESOLUTION APPROVING BUDGET AMENDMENT

WHEREAS, the Board of Directors of the Chicago Executive Airport believes that the acquisition of the property commonly known as the 94th Aero Squadron Property, Wheeling, Cook County, Illinois ("Real Estate") is in the best interests of Chicago Executive Airport; and

WHEREAS, the Board of Directors of Chicago Executive Airport finds the purchase price of \$1,100,000.00 to be fair and equitable; and

WHEREAS, the Board of Directors of Chicago Executive Airport finds the property to be purchased is important to the future development of the Airport; and

WHEREAS, the Board of Directors of Chicago Executive Airport passes this Resolution to amend the budget line item for Building and Land Reserve Fund to increase the line amount from \$200,000.00 to \$1,000,000.00, and

WHEREAS, Chicago Executive Airport has sufficient funds on hand to fund the purchase.

NOW, THEREFORE, be it and it is hereby resolved by the Board of Directors of Chicago Executive Airport, as follows:

1. The Amendment to the Budget increasing the Building and Land Reserve Fund line item from \$200,000.00 to \$1,100,000.00 is hereby approved in its entirety, subject to approval of the Village of Wheeling and City of Prospect Heights, and the Executive Director is directed to take the steps necessary to have the Amendment to Budget considered for approval by the Village of Wheeling and City of Prospect Heights.

Director Hellyer moved, seconded by Director Lang that Resolution No. 21-051 be adopted.

Director Berman	<u>Aye</u>	Director Kiefer	<u>Aye</u>
Director Hellyer	<u>Aye</u>	Director Lang	<u>Aye</u>
Director Kearns	<u>Aye</u>	Director Saewert	<u>Aye</u>

ADOPTED this 15th day of December 2021, by the Board of Directors of Chicago Executive Airport.

ATTEST: Bill Hellyer
Bill Hellyer
Secretary

D. Court Harris
D. Court Harris,
Chairman



To: Mayor Helmer and Members of the City Council

From: Joe Wade, City Administrator

Subject: Resolution Approving Chicago Executive Airport Purchase of Property from Signature Flight Support, LLC

Date: December 29, 2021

Background

Chicago Executive Airport requests the purchase of approximately 3.37 acres of property located off Tower Road adjacent to the airfield. The purchase price is \$1,100,000. The property is presently vacant land that is owned by Signature Flight Support, LLC. It is the location of the former 94th Aero Squadron restaurant.

The Village of Wheeling and City of Prospect Heights purchased most of the land at the Airport in 1986. However, there were several parcels which remained privately owned, including the former 94th property.

In accordance with Federal Aviation Administration guidance, due to the proximity of the property, it is recommended the airport should control through ownership as to not create a through-the-fence operation. Its purchase would allow for this lot and adjacent lots, presently owned by Chicago Executive Airport, to be developed into aeronautical uses adding direct, indirect and induced effects to the local economy. It will also create tax revenue for applicable taxing districts.

Analysis

This land purchase is a part of CEA's developmental plan. Authorization was provided by the Village of Wheeling in the form of a resolution adopted at their last Village Board meeting.

RESOLUTION NO. R-22-02

**A RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE CHICAGO EXECUTIVE AIRPORT
PURCHASE OF PROPERTY FOR \$1,100,000 FROM SIGNATURE FLIGHT SUPPORT, LLC**

WHEREAS, the City of Prospect Heights, Cook County (the "City") is an Illinois Municipal Corporation pursuant to the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

WHEREAS, Section 11-76.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-76.1-1 (the "Statute"), grants the power to Illinois municipalities having a population of less than 500,000 inhabitants to purchase real property for a public purpose; and

WHEREAS, the City is the joint owner of the Chicago Executive Airport with the Village of Wheeling (the "Village") and is a party to an Intergovernmental Agreement with the Village governing the operation of the Airport and last revised on December 18, 2013; and

WHEREAS, pursuant to Section 3(A)(6) of the Intergovernmental Agreement, both City and Village approval are required before the Airport acquires additional land; and

WHEREAS, the Airport Board believes the acquisition of approximately 3.37 acres of property, informally known as the former 94th Aero Squadron Restaurant location, will benefit the future development of the Airport.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PROSPECT
HEIGHTS, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION 1: The above recitals are hereby incorporated into this Resolution as if set forth verbatim.

SECTION 2: The City Council of the City of Prospect Heights approves and authorizes the Chicago Executive Airport to execute the real estate contract, attached hereto as Exhibit A.

SECTION 3: That this Resolution shall take effect from and after its adoption and approval.

Passed and Approved this 10th day of January, 2022

Nicholas J. Helmer, Mayor

Attest:

City Clerk

Ayes:

Nays:

Absent:

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and dated effective as of the date this Agreement is last signed by the parties hereto (the "Effective Date"), by and between Chicago Executive Airport, an Illinois municipal corporation organized and existing under the laws of the State of Illinois (the "Buyer"), and Signature Flight Support, LLC, a Delaware limited liability company (the "Seller").

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. AGREEMENT TO PURCHASE AND SELL. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller all of Seller's right, title, and interest in and to the following described property in accordance with the terms and conditions of this Agreement:

(a) Approximately _____ acres of vacant land off of Tower Road at Chicago Executive Airport, as more particularly described on **EXHIBIT A** attached hereto and incorporated herein by this reference (the "Land") ;

(b) all easements, rights-of-way, reservations, privileges, and other appurtenances abutting, benefiting or pertaining thereto.

The term "Property" as hereinafter used shall collectively mean Seller's right, title and interest in and to the Land and any other property or items set out in this Section 1. All properties transferred pursuant to this Agreement, are transferred AS-IS WHERE-IS with no warranties, either express or implied, except warranty of title.

2. PURCHASE PRICE, ESCROW MONEY, ALLOCATION.

(a) The total purchase price ("Purchase Price") for the Property shall be One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00), which shall be payable as follows:

(i) within five (5) business days of the Effective Date, Purchaser shall deliver to Chicago Title ("Escrow Agent") by an electronic funds transfer the sum of Forty Thousand and No/100 Dollars (\$40,000.00) as escrow money ("Earnest Money"); provided, however, Purchaser shall not be obligated to deliver the Escrow Money until Seller and Escrow Agent have executed and delivered such form of escrow agreement as the Escrow Agent shall require;

(ii) at Closing, Purchaser shall deliver to the Escrow Agent for the benefit of Seller an electronic funds transfer in the amount of the Purchase Price

less the amount of the Escrow Money and as adjusted according to the items to be paid and prorated pursuant to the terms of this Agreement.

3. TAXES, FEES AND COSTS. The Purchase Price shall be adjusted as follows:

(a) Seller shall pay all costs and title premiums for a standard title insurance policy for a leasehold interest in the Land in the amount of the Purchase Price with extended coverage over the general exceptions contained in the title policy without endorsements. At Purchaser's expense, Purchaser may obtain endorsements. The Contract shall be contingent upon the title company issuing the following endorsements at Purchaser's election and expense: PIN, Survey, Access, Contiguity and Utility Facility Endorsements. This shall be a condition precedent to the Contract. In the event the title company is either unwilling or unable to issue said endorsements, Purchaser shall have the option to terminate the Contract upon written notice to Seller in which case the Earnest Money shall be promptly returned to Purchaser and neither party shall have any further obligations under the Contract.

(b) The cost of the Escrow Money escrow, the Closing escrow and any "New York style" closing fees will be paid by Seller.

(b) Pre-existing insurance premiums (if any) will not be prorated or assumed by Purchaser, as all existing insurance policies of Seller (if any) shall be canceled at time of Closing.

(c) All real estate taxes and assessments which are due and payable during the calendar year prior to the year in which the Closing occurs shall be prorated between Seller and Purchaser based on the following formula: most recent ascertainable assessed valuation for the Property multiplied by the most recent state equalizer multiplied by the most recent tax rate multiplied by 105% (and prorated through the date of Closing). Real Estate Taxes due and payable during the calendar year in which the closing occurs shall be prorated between Seller and Purchaser based on the following formula: most recent ascertainable assessed valuation for the Property multiplied by the most recent state equalizer multiplied by the most recent tax rate multiplied by 105% divided by 365 and multiplied by the number of days from January 1 of the year of Closing through the day prior to the Closing Date. Such real estate taxes shall be re-prorated upon receipt of and in accordance with the final 2021 real estate bills for the Property and thereupon each party shall account to the other for their respective share of said real estate taxes.

(d) All recording fees for the deed and any instruments required to be recorded by Purchaser under the terms of this Agreement with respect to the Property shall be paid by Purchaser, and all recording fees in connection with the removal of any monetary liens or other encumbrances on the Property shall be paid by Seller (provided, however, with respect to other encumbrances, only so long as Seller elects to remove such encumbrances as set forth in Section 6).

(e) All water, sewer or utility charges payable by Seller and shall be paid in full by Seller at Closing or prorated on an accrual basis as of the Closing Date on the basis of

the most recent ascertainable bills or other reliable information with respect to such expense.

(f) All State of Illinois and Cook County transfer tax imposed on the transfer of title shall be paid by Seller at Closing. Any Municipal transfer tax, if any, shall be paid by the party designated in the Municipal Ordinance.

(g) All costs and expenses incident to this transaction and the closing thereof, and not specifically described above, shall be paid by the party incurring the same, including without limitation attorneys' fees.

Except as set forth above, all income and expenses related to the Property shall be the property and responsibility, respectively, of Seller through 11:59 p.m. on the day immediately preceding the date of Closing, all income and expenses thereafter shall be the property and responsibility, respectively, of Purchaser. The terms of this Section 4 shall survive Closing.

4. TITLE AND SURVEY EXAMINATION.

(a) Within ten (10) days after the Effective Date, Seller shall order a title commitment ("Commitment") for the Property issued by Chicago Title (the "Title Company"), together with a copy of each of the recorded documents of record set forth therein. Seller shall forward the Commitment and recorded documents to Purchaser promptly upon its receipt thereof, and Purchaser shall have until expiration of the Inspection Period to examine and review the same and to furnish Seller with a written statement of matters shown on the Commitment that are deemed unacceptable to Purchaser ("Title Objections"). Any matters not objected to prior to the expiration of the Inspection Period shall be deemed to be acceptable to Purchaser and shall become Permitted Exceptions, as defined herein; provided, however, Seller shall remove any liens of a fixed or ascertainable amount caused by Seller on or prior to the Closing Date. Seller may (but shall not be required to) elect to eliminate or cure some or all of the Title Objections by notifying Purchaser in writing of said election within ten (10) days after receipt of such Title Objections, in which case the elimination or cure of said Title Objections shall be completed on or before the Closing Date. If Seller does not elect to eliminate or cure any one or more of the Title Objections, Purchaser shall have the option, evidenced by written notice to Seller to be given by Purchaser to Seller within fifteen (15) days after delivery of such Title Objections, to either (a) terminate this Agreement, in which case, notwithstanding any provision hereof to the contrary, the refundable portion of the Escrow Money shall be returned to Purchaser and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent any right, obligation or liability set forth herein expressly survives termination of this Agreement, or (b) waive the uncured Title Objections, and such Title Objections shall become Permitted Exceptions, and proceed to Closing. If Purchaser fails to elect when required between option (a) and (b) in the preceding sentence, Purchaser shall be deemed to have elected to waive pursuant to option (b). Purchaser shall have the right to amend Purchaser's Title Objections ("Amended Objection Notice") to object to any title matters which are disclosed in any supplemental reports or updates to the Commitment or Updated Survey delivered to Purchaser after the end of the Inspection Period (which title matters were not reflected in

the Commitment, Existing Survey or Updated Survey provided to Purchaser prior to the end of the Inspection Period) provided that Purchaser objects to the same within five (5) days after Purchaser's receipt of the applicable supplemental reports or updates to the Commitment or Updated Survey but in no event after Closing. Seller may (but shall not be required to) elect to eliminate or cure some or all of the Title Objections by notifying Purchaser in writing of said election within five (5) days after receipt of such Amended Objection Notice, in which case the elimination or cure of said Title Objections shall be completed on or before the Closing Date. If Seller does not elect to cure or correct any such Title Objections, Purchaser shall elect prior to Closing to proceed under either clause (a) or (b) above, in either case within two (2) days thereafter. The term "Permitted Exceptions" shall mean: (i) all matters either shown on the Existing Survey or the Updated Survey (as each are defined below) or listed in the Commitment as exceptions to which Purchaser does not raise an objection or, having objected, Purchaser waives in accordance with the provisions of this Section 6 (excluding any mortgage granted by Seller); (ii) all applicable municipal and zoning ordinances; and (iii) non-delinquent real estate taxes and assessments which are not yet due and payable in the year in which the Closing occurs, and subsequent years. Any monetary liens on the Property at the time of Closing caused by Seller will be discharged or released at the time of Closing out of the Purchase Price or other funds provided by Seller and shall not be a Permitted Exception.

(b) Seller shall order, at Seller's expense, an updated ALTA survey. Purchaser shall have until the expiration of the Inspection Period to examine and review the same and to furnish Seller with a written statement of matters that are deemed unacceptable to Purchaser (collectively, "Survey Defects") shown on the Existing Survey and/or Updated Survey. If Purchaser does not object to any Survey Defects on or prior to expiration of the Inspection Period, Purchaser will be deemed to have waived any right to such objection and any Survey Defects not objected to shall be deemed Permitted Title Exceptions. Any Survey Defects timely objected to on the Existing Survey or the Updated Survey shall be treated in the same manner as the Title Objections as described above.

(c) If, on or prior to Closing, Seller fails to cure and remove any of the Title Objections it elected to eliminate or cure, Purchaser may, at its option and as its sole remedy hereunder, at law or in equity, either (i) terminate this Agreement by written notice to Seller on or prior to Closing, in which event the Escrow Money shall be returned to Purchaser and this Agreement, without further action of the parties, shall become null and void and neither party shall have any further liabilities or obligations under this Agreement except for those liabilities or obligations which expressly survive termination of this Agreement; or (ii) elect to consummate the Closing and accept title to the Land and Improvements subject to all those Title Objections that Seller has failed to cure or remove (in which event, all such exceptions to title shall be deemed Permitted Exceptions), without deduction or offset against the Purchase Price.

5. DEED CONVEYANCE. At Closing, Seller agrees to convey title to the Property to Purchaser by executing a Warranty Deed in a form to be approved by Purchaser and the Title Company (the "Warranty Deed") subject only to the Permitted Exceptions. Seller shall deliver exclusive possession of the Property to Purchaser on the date of Closing, free and clear of all tenants, occupants and parties in possession and the other Permitted Exceptions. The Warranty

Deed shall use, as the description of the Property, the legal description of the Property contained in the Title Insurance Policy to be issued by the Title Company in the amount of the Purchase Price at Closing (the "Title Policy"). Notwithstanding anything contained in this Agreement to the contrary, with respect to all matters affecting title to the Property Land and any liens or other encumbrances affecting the Property and the Land, Purchaser acknowledges and agrees it will be relying upon the Title Policy. If Purchaser has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any warranty made by Seller in this Agreement or the Warranty Deed, Purchaser agrees that it will look first to its Title Policy for recovery on such claim if such matter is covered thereby, and Purchaser shall not assert any claim solely against Seller for a breach of a representation, warranty or covenant with respect to such title claim unless and until Purchaser has made a claim against the Title Company, but the Title Company has refused or denied such claim. The foregoing provisions shall survive Closing and delivery of the Warranty Deed.

6. INSPECTION CONTINGENCY.

(a) During the period commencing on the Effective Date and ending at 5:00 p.m. (local time at the Property) on the date that is ninety (90) days thereafter (the "Inspection Period"), Purchaser and Purchaser's agents, inspectors, appraisers, contractors, employees, third party consultants, lenders, engineers, accountants and attorneys shall have the right to enter upon, pass through and inspect the Property and the Land at times and dates scheduled in advance by the parties. In connection with any entry by Purchaser, or its agents, employees or contractors onto the Property and the Land Purchaser shall give Seller reasonable advance notice of such entry and shall conduct such entry and any inspections in connection therewith so as to minimize, to the greatest extent possible, interference with Seller's business and otherwise in a manner reasonably acceptable to Seller. Without limiting the foregoing, prior to any entry to perform any invasive on-site testing, Purchaser shall give Seller notice thereof, including the identity of the company or persons who will perform such testing and the proposed scope of the testing and the time and date for such testing. Seller shall approve or disapprove such proposed invasive testing within three (3) business days after receipt of such notice, such approval to be within the sole and unfettered discretion of Seller, Seller's failure to notify Purchaser of its approval or disapproval shall be deemed to be Seller's disapproval thereof. Seller or its representative may be present to observe any testing or other inspection performed on the Property and the Land and, during such inspection, may take a portion of any sample being tested by Purchaser to allow Seller, if it so chooses, to perform its own testing. Upon Seller's written request, Purchaser shall promptly deliver to Seller copies of any reports relating to any testing or other inspection of the Property and the Land performed by Purchaser or its agents, employees or contractors. Purchaser shall maintain, and shall assure that its contractors maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Purchaser, its agents, employees or contractors, arising out of any entry or inspections of the Property and the Land pursuant to the provisions hereof, and Purchaser shall provide Seller with evidence of such insurance coverage upon written request by Seller. Purchaser agrees to repair any and all damage to, and restore, the Property and the Land to the extent of conditions created by Purchaser or its agents or designees.

(b) Purchaser, in its sole discretion, shall have the right to terminate this Agreement by giving written notice thereof to Seller on or prior to the expiration of the Inspection Period. If Purchaser gives such notice of termination within the Inspection Period, this Agreement shall terminate and notwithstanding any provision hereof to the contrary the Earnest Money plus any interest shall be returned to Purchaser and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

7. APPROVAL CONTINGENCY.

Purchaser shall have ninety (90) days from the Effective Date to obtain the approval of the Village of Wheeling and the City of Prospect Heights as required by Section 3.A.6 of the Intergovernmental Agreement. If approval of both municipalities is not obtained within said ninety (90) days this Agreement shall be null and void and all earnest money plus any interest shall be returned to Purchaser.

8. LEASE CONTINGENCY.

Closing is contingent upon Purchaser, as Lessor, and Seller, as Lessee, entering into Net Ground Lease for the property described in Exhibit B on such terms and conditions as are mutually agreed to by Purchaser and Seller. If the parties cannot agree on the terms of a Net Ground Lease on or before the Closing Date, this Agreement shall automatically terminate and all Earnest Money plus any interest shall be returned to Purchaser.

9. DELIVERIES AT CLOSING.

(a) In the event this Agreement is not terminated in accordance with its terms, the parties acknowledge and agree that the closing ("Closing") will take place on a date mutually agreeable by the parties, which date shall be not later than thirty (30) days after expiration of the Inspection Period ("Closing Date"), or such other mutually agreeable date, in escrow, through the offices of Escrow Agent upon the delivery of the documents set forth in this Section 8.

(b) At the Closing, Seller shall furnish and deliver to Purchaser the following:

(i) the duly executed Warranty Deed conveying the Property subject only to the Permitted Exceptions;

(ii) duly executed affidavits as reasonably requested by Title Company to remove the so-called "standard" exceptions to a title policy on the Property and such other forms reasonably required by Title Company in order to issue a title policy on the Property consistent with the terms and provisions of this Agreement;

(iii) two (2) duly executed original counterparts of a Master Statement (the "Master Statement") conforming to the proration and other relevant provisions of this Agreement, which Master Statement shall be in a form mutually and reasonably agreed to by Seller and Purchaser;

(iv) such instruments as are necessary to evidence to the Title Company that Seller and its representatives have the authority to execute the Deed;

(v) a certification pursuant to the Foreign Investment and Real Property Transfer Act;

(vi) all keys, electronic codes, electronic key cards, passwords and any and all other such security devices in Seller's possession relating to the Property;

(vii) a certificate certifying that all of the Seller's representations and warranties contained herein are true and correct in all material respects as of the Closing Date and that Seller has complied in all material respects with all covenants contained herein; and

(viii) all other documents reasonably required to consummate this transaction.

(c) At the Closing, Purchaser shall furnish and deliver to Seller, or to the Escrow Agent for the benefit of Seller, the following:

(i) an electronic funds transfer of immediately available United States federal funds in the amount owed by Purchaser to Seller for the Purchase Price as set forth in Section 2 hereof;

(ii) two (2) duly executed counterparts of Master Statements shall be in a form mutually and reasonably agreed to by Seller and Purchaser; and

(iii) all other documents reasonably required to consummate this transaction.

10. CONDEMNATION, DESTRUCTION OR DAMAGE PRIOR TO CLOSING.

Seller agrees to promptly notify Purchaser in the event any condemnation act is threatened or instituted against a portion of the Property or in the event of any damage to or destruction of the Property by fire or other casualty. If, after the Effective Date and prior to Closing, any portion of the Property becomes subject to condemnation, then the Purchaser shall have the option to: (a) terminate this Agreement in which event, notwithstanding any provision hereof to the contrary, the Escrow Money shall be returned to Purchaser and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement, or (b) proceed to Closing with no reduction in the Purchase Price, in which event Purchaser shall be entitled to all condemnation awards. If, after the Effective Date and prior to Closing, any portion of the Property is damaged or destroyed by fire or other casualty in an amount of \$50,000 or more, then the Purchaser shall have the option to: (i) terminate this Agreement in which event, notwithstanding any provision hereof to the contrary, the Escrow Money shall be returned to Purchaser and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement, or (ii) proceed to Closing with no reduction in the Purchase Price and Seller shall assign any insurance proceeds to Purchaser.

11. REAL ESTATE BROKERAGE.

Seller and Purchaser hereby represent and warrant to each other that neither Seller nor Purchaser has utilized the services of any real estate broker or agent relating to the sale of the Property. Seller and Purchaser hereby agrees to indemnify, defend and hold each other harmless for, from and against any and all claims, obligations, liabilities, demands, losses, damages, liens, causes of actions, suits, costs and expenses (including attorneys' fees and court costs) associated with the claim or claims of any other real estate broker, agent or brokerage firm for real estate commissions, finder's fees or any other compensation or fee arising from this transaction and the conduct of Seller.

12. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants to Seller that the following statements are true and correct and shall be true and correct as if originally made on and as of the Closing Date: (a) Purchaser is duly organized, existing and in good standing, under the laws of its state of organization, and, at Closing, shall be duly authorized to transact business in and in good standing in the state where the Property is located; (b) Purchaser is duly authorized and has full power and authority except for the approval of the Village of Wheeling and City of Prospect Heights which Purchaser shall diligently seek upon execution of the Agreement to enter into and perform this Agreement and all documents and instruments to be executed by Purchaser pursuant to this Agreement (collectively, "Purchaser's Documents"); (c) this Agreement has been, and Purchaser's Documents will be, duly executed and delivered by Purchaser, individually, or by duly authorized officers or representatives of Purchaser; and (d) no consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required that will not otherwise be delivered at Closing for the execution and delivery by Purchaser of this Agreement and Purchaser's Documents or the consummation by Purchaser of the transactions contemplated by this Agreement and Purchaser's Documents. The representations made in this Section 11 shall be true and correct in all material respects as of the Effective Date and at Closing and shall survive Closing for a period of six (6) months after the Closing Date.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.

(a) Seller represents and warrants to Purchaser that the following statements are true and correct and shall be true and correct as if original made on and as of the Closing Date:

(i) Seller is duly organized, existing and in good standing, under the laws of its state of organization and is duly authorized to transact business in and is in good standing in the state where the Property is located.

(ii) Seller has full power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Seller pursuant to this Agreement (collectively "Seller's Documents").

(iii) This Agreement has been, and Seller's Documents will be, duly executed and delivered by duly authorized officers or representatives of Seller.

(iv) No consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required that will not otherwise be delivered at Closing for the execution and delivery by Seller of this Agreement and Seller's Documents or the consummation by Seller of the transactions contemplated by this Agreement and Seller's Documents.

(v) Seller has received no written notice of any currently proposed zoning changes of the Property or existing proceedings to take all or any part of the Property by condemnation or right of eminent domain and, to Seller's knowledge no such changes or proceedings are pending or threatened.

(vi) There are no options or rights of first refusal to acquire any interest in the Property granted by Seller.

(vii) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(b) Seller covenants that:

(i) Seller will not sell, assign or convey any right, title or interest whatever in or to the Property or the Land or create or cause to exist any new or additional lien, encumbrance or charge thereon.

(ii) Until the Closing, Seller shall (A) continue to operate and maintain the Property in its current condition and repair, and otherwise consistent with Seller's operation and maintenance practices in existence as of the date hereof, normal wear and tear and condemnation and casualty excepted, (B) maintain the existing general liability and property insurance policies, or comparable replacements thereof, and (C) perform when due all of Seller's obligations under the Contracts and Leases.

(iii) Until Closing, Seller shall not do any of the following without Purchaser's prior written consent, which shall not be unreasonably withheld prior to expiration of the Inspection Period, but may be withheld in Purchaser's sole discretion after expiration of the Inspection Period: (A) make any material physical change to the Land, Improvements or the Property; (B) sell any of the Land or the Property; (C) enter into, materially amend or modify, extend or renew any Contract, Lease, or other agreement relating to the Land or the Property; (D) remove or permit to be removed from the Property, or otherwise sell, furniture, fixtures and equipment or parts thereof, except in the ordinary course of business and for which suitable replacements are made at the time of such removal, provided the same would be replaced in the ordinary course of business; or (E) further encumber title to the Land or the Property.

Seller acknowledges that Purchaser has relied and will rely on the representations and warranties of Seller in executing this Agreement and closing the purchase and sale of the Property pursuant to this Agreement. Seller shall immediately notify Purchaser in writing of any event or condition

known to Seller which occurs prior to Closing that causes a change in the facts relating to, or the truth of, any of the representations or warranties herein. All of Seller's warranties and representations shall be qualified and modified as appropriate by any such additional information provided in writing by Seller to Purchaser and by any contrary information resulting from any inspection or investigation made by or on behalf of Purchaser. The representations made in this Section 14, as so qualified and modified, shall be true and correct in all material respects as of the Effective Date and at Closing and shall survive Closing for a period of one (1) year after the Closing Date.

14. DEFAULT; REMEDIES; TERMINATION.

(a) Seller's Default. Except as otherwise specifically provided in this Agreement, in the event that any of Seller's representations or warranties contained herein are untrue in any material respect, or if Seller shall have failed to have timely performed any of its obligations, covenants and/or agreements contained herein, then Purchaser may, as Purchaser's sole and exclusive remedy for such default:

(i) cancel and terminate this Agreement by giving Seller timely written notice of such election prior to or at the Closing, and in such event all Escrow Money and any interest thereon shall be immediately paid to Purchaser.

(b) Purchaser's Default. If Purchaser shall fail or refuse to close the purchase of the Property as contemplated hereby due to the default of Purchaser hereunder, and said default continues for ten (10) business days after written notice to Purchaser, then the Escrow Money and any interest thereon shall be paid to Seller as liquidated damages as Seller's sole and exclusive remedy for such default. Seller hereby specifically waives any and all rights which it may have to damages or specific performance as a result of Purchaser's default under this Agreement, and the parties hereby acknowledge, after specific negotiation, that the valuation of Seller's damages would be very difficult to determine and that the amount of the Escrow Money is a reasonable estimate of Seller's damages and is intended to constitute a fixed amount of liquidated damages in lieu of other remedies available to Seller and is not intended to constitute a penalty.

(c) Post Closing Default. Notwithstanding the foregoing, with respect to any breach and/or default of either party for any matter surviving Closing, the other party shall retain all rights against the defaulting party for damages arising out of such breach and/or default, as well as any other remedy available at law.

15. ASSIGNMENT OF PURCHASE AGREEMENT. Purchaser shall have the right to assign all right, title and interest in the Purchase Agreement to an acquisition entity (limited liability company, partnership, joint venture, etc.) to be designated by Purchaser not later than fourteen (14) days prior to Closing.

16. MISCELLANEOUS.

(a) Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other shall be in writing and shall be deemed effective either: (i) on the date personally delivered to the address below, as evidenced by

written receipt therefor, whether or not actually received by the person to whom addressed; (ii) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx or UPS, addressed to such party at the address specified below, or (iii) on the day of delivery by email to the respective numbers and email addresses specified below. For purposes of this Section 16(a), the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Seller: Chicago Executive Airport
Attn: Executive Director
1020 Plant Road
Wheeling, IL 60090
Phone: (847) 537-2580
Email:

with a copy to: Allen Galluzzo Hevrin Leake, LLC
Attn: Thomas J. Lester, Esq.
6735 Vistagreen Way
Rockford, IL 61107
Phone: (815) 414-5530
Email: tlester@aghlaw.com

If to Purchaser: Signature Flight Support
Attn: General Manager
1100 S. Milwaukee
Wheeling, IL 60090
Email: Stephen.bongiorno@signatureaviation.com

(b) Time; Dates. Time shall be of the essence in all matters concerning this Agreement. If the date for the performance of any act hereunder falls on a Saturday, Sunday or a legal holiday, then the time for performance thereof shall be deemed extended to the next successive business day.

(c) Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements (either oral or written) are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(d) Governing Law; Jury Waiver. **This Agreement shall be governed by and construed in all respects in accordance with the laws of the State where the Property**

is situated, without regard to such State's conflicts of laws provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THE PARTIES PURSUANT HERETO. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE SOLELY FILED IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(e) Captions; Headings. The captions and headings in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(g) Assignment. Neither party may assign this Agreement without the prior written consent of the other. Subject to the foregoing, this Agreement is binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

(h) No Third Party Beneficiary. This Agreement is made for the sole benefit of the parties hereto and no other person or party shall have any rights, remedies or legal interest of any kind under or by reason of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute but one and the same instrument. This Agreement may be executed with signatures delivered by either facsimile or scanned email, and copies of such signatures so delivered shall be deemed as originals.

(j) Exhibits and Schedules. The Exhibits and Schedules attached to this Agreement are incorporated herein and form a part of this Agreement.

(k) Exclusivity. Until the Closing Date or the date that this Agreement is terminated, Seller shall not enter into any contract to sell the Property to any person or entity other than Purchaser.

(l) Agreement Not To Be Recorded. This Agreement shall not be filed of record by or on behalf of Purchaser in any office or place of public record. If Purchaser fails to comply with the terms hereof by recording or attempting to record this Agreement or a notice thereof, such act shall not operate to bind or cloud the title to the Property. Seller shall, nevertheless, have the right forthwith to institute appropriate legal proceedings

to have the same removed from record. If Purchaser or any agent, broker or counsel acting for Purchaser shall cause or permit this Agreement or a copy thereof to be filed in an office or place of public record, Seller, at its option, and in addition to Seller's other rights and remedies, may treat such act as a default of this Agreement on the part of Purchaser . However, the filing of this Agreement in any lawsuit or other proceedings in which such document is relevant or material shall not be deemed to be a violation of this Paragraph.

(m) Board Approval. This Agreement shall not be binding on Purchaser until approval by the Board of Directors of Seller.

IN WITNESS WHEREOF, the parties have executed this Real Estate Purchase and Sale Agreement as of the Effective Date.

PURCHASER:

Chicago Executive Airport

By: _____

Name: Court Harris

Title: Chairman

Date: _____

SELLER:

Signature Flight Support, LLC

By: _____

Name: _____

Title: _____

Date: _____

IL CONTRACT: n/a	SURVEY BOOK # n/a			0 1 2		
IL LETTING ITEM: n/a	NUMBER	BY	DATE	THIS BAR IS EQUAL TO 2" AT FULL SCALE (34022)		
IL PROJECT: n/a						
A.P. PROJECT: n/a						

[illegible]

125.52° 100.55' S 100.55' E

291.50° 99.55' S 99.55' E

247.10° 100.55' S 100.55' E

PARCEL 3A
146,621.80 SF: 3.37 ACRES

Parcel 1A
Parcel 2A
Parcel 4A

EXHIBIT IS NOT A PLAT OF SURVEY

1. DATUM: HORIZONTAL NAD83, VERTICAL NAVD88
1. ORIGINAL PARCEL 3 INFORMATION FROM PLAT OF SURVEY FOR 94TH AERO SQUADRON BUILDING 1070 SOUTH MILWAUKEE AVENUE DATED 03/12/12 BY CMT.



**CHICAGO EXECUTIVE AIRPORT
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO. 21-052

DATE OF BOARD MEETING: December 15, 2021

TITLE OF ITEM SUBMITTED:

**RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE
PURCHASE OF THE FORMER 94TH AERO SQUADRON PROPERTY FOR \$1,100,000**

SUBMITTED BY: Jeffrey J. Miller, Executive Director

BASIC DESCRIPTION OF ITEM¹:

This resolution is to approve, subject to the approval of the Village of Wheeling and City of Prospect Heights, the Real Estate Contract for Purchase and Sale between Chicago Executive Airport on behalf of City of Prospect Heights, Illinois and Village of Wheeling, Illinois and Signature Flight Support, LLC for the vacant land off of Tower Road commonly referred to as the 94th Aero Squadron Property for the purchase price of \$1,100,000.00. If approved, the Real Estate Contract for Purchase and Sale will be forwarded to the Village of Wheeling and City of Prospect Heights for their consideration and approval pursuant to Section 3.A.6 of the Intergovernmental Agreement.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Purchase & Sale Agreement

RECOMMENDATION: To approve

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. 21-052

RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF THE FORMER 94TH AERO SQUADRON PROPERTY FOR \$1,100,000

WHEREAS, the Board of Directors of the Chicago Executive Airport believes that the acquisition of the property commonly known as the 94th Aero Squadron Property, Wheeling, Cook County, Illinois ("Real Estate") is in the best interests of Chicago Executive Airport; and

WHEREAS, the Board of Directors of Chicago Executive Airport finds the purchase price of \$1,100,000.00 to be fair and equitable; and

WHEREAS, the Board of Directors of Chicago Executive Airport finds the property to be purchased is important to the future development of the Airport; and

WHEREAS, the Board of Directors of Chicago Executive Airport passes this Resolution to formally approve the Real Estate Contract for Purchase and Sale on behalf of the City of Prospect Heights, Illinois and Village of Wheeling, Illinois, a copy of which is attached hereto as **Exhibit A**, and

NOW, THEREFORE, be it and it is hereby resolved by the Board of Directors of Chicago Executive Airport, as follows:

1. The Real Estate Contract for Purchase and Sale by and between Chicago Executive Airport on behalf of the City of Prospect Heights, Illinois and Village of Wheeling, Illinois (the "Purchaser") and Signature Flight Support, LLC ("Seller") is hereby approved in its entirety, subject to approval of the Village of Wheeling and City of Prospect Heights, and the Executive Director is directed to take the steps necessary to have the Real Estate Purchase and Sale Agreement considered for approval by the Village of Wheeling and City of Prospect Heights.
2. Upon approval of the Real Estate Purchase and Sale Agreement, the Chairman is authorized to sign the Contract and the Executive Director is authorized to take all actions and sign all documents necessary to effectuate the closing.

Director Lang moved, seconded by Director Saewert that Resolution No. 21-052 be adopted.

Director Berman	<u>Aye</u>	Director Kiefer	<u>Aye</u>
Director Hellyer	<u>Aye</u>	Director Lang	<u>Aye</u>
Director Kearns	<u>Aye</u>	Director Saewert	<u>Aye</u>

ADOPTED this 15th day of December 2021, by the Board of Directors of Chicago Executive Airport.

ATTEST:

Bill Hellyer
Bill Hellyer
Secretary

D. Court Harris
D. Court Harris
Chairman

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and dated effective as of the date this Agreement is last signed by the parties hereto (the "**Effective Date**"), by and between Chicago Executive Airport, an Illinois municipal corporation organized and existing under the laws of the State of Illinois (the "**Buyer**"), and Signature Flight Support, LLC, a Delaware limited liability company (the "**Seller**").

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **AGREEMENT TO PURCHASE AND SELL.** Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller all of Seller's right, title, and interest in and to the following described property in accordance with the terms and conditions of this Agreement:

(a) Approximately 3.31 acres of vacant land off of Tower Road at Chicago Executive Airport, as more particularly described on **EXHIBIT A** attached hereto and incorporated herein by this reference (the "**Land**") ;

(b) all easements, rights-of-way, reservations, privileges, and other appurtenances abutting, benefiting or pertaining thereto.

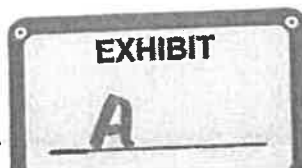
The term "**Property**" as hereinafter used shall collectively mean Seller's right, title and interest in and to the Land and any other property or items set out in this **Section 1**. All properties transferred pursuant to this Agreement, are transferred AS-IS WHERE-IS with no warranties, either express or implied, except warranty of title.

2. PURCHASE PRICE, ESCROW MONEY, ALLOCATION.

(a) The total purchase price ("**Purchase Price**") for the Property shall be One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00), which shall be payable as follows:

(i) within five (5) business days of the Effective Date, Purchaser shall deliver to Chicago Title ("**Escrow Agent**") by an electronic funds transfer the sum of Forty Thousand and No/100 Dollars (\$40,000.00) as escrow money ("**Earnest Money**"); provided, however, Purchaser shall not be obligated to deliver the Escrow Money until Seller and Escrow Agent have executed and delivered such form of escrow agreement as the Escrow Agent shall require;

(ii) at Closing, Purchaser shall deliver to the Escrow Agent for the benefit of Seller an electronic funds transfer in the amount of the Purchase Price



less the amount of the Escrow Money and as adjusted according to the items to be paid and prorated pursuant to the terms of this Agreement.

3. TAXES, FEES AND COSTS. The Purchase Price shall be adjusted as follows:

(a) Seller shall pay all costs and title premiums for a standard title insurance policy for a leasehold interest in the Land in the amount of the Purchase Price with extended coverage over the general exceptions contained in the title policy without endorsements. At Purchaser's expense, Purchaser may obtain endorsements. The Contract shall be contingent upon the title company issuing the following endorsements at Purchaser's election and expense: PIN, Survey, Access, Contiguity and Utility Facility Endorsements. This shall be a condition precedent to the Contract. In the event the title company is either unwilling or unable to issue said endorsements, Purchaser shall have the option to terminate the Contract upon written notice to Seller in which case the Earnest Money shall be promptly returned to Purchaser and neither party shall have any further obligations under the Contract.

(b) The cost of the Escrow Money escrow, the Closing escrow and any "New York style" closing fees will be paid by Seller.

(b) Pre-existing insurance premiums (if any) will not be prorated or assumed by Purchaser, as all existing insurance policies of Seller (if any) shall be canceled at time of Closing.

(c) All real estate taxes and assessments which are due and payable during the calendar year prior to the year in which the Closing occurs shall be prorated between Seller and Purchaser based on the following formula: most recent ascertainable assessed valuation for the Property multiplied by the most recent state equalizer multiplied by the most recent tax rate multiplied by 105% (and prorated through the date of Closing). Real Estate Taxes due and payable during the calendar year in which the closing occurs shall be prorated between Seller and Purchaser based on the following formula: most recent ascertainable assessed valuation for the Property multiplied by the most recent state equalizer multiplied by the most recent tax rate multiplied by 105% divided by 365 and multiplied by the number of days from January 1 of the year of Closing through the day prior to the Closing Date. Such real estate taxes shall be re-prorated upon receipt of and in accordance with the final 2021 real estate bills for the Property and thereupon each party shall account to the other for their respective share of said real estate taxes.

(d) All recording fees for the deed and any instruments required to be recorded by Purchaser under the terms of this Agreement with respect to the Property shall be paid by Purchaser, and all recording fees in connection with the removal of any monetary liens or other encumbrances on the Property shall be paid by Seller (provided, however, with respect to other encumbrances, only so long as Seller elects to remove such encumbrances as set forth in Section 6).

(e) All water, sewer or utility charges payable by Seller and shall be paid in full by Seller at Closing or prorated on an accrual basis as of the Closing Date on the basis of

the most recent ascertainable bills or other reliable information with respect to such expense.

(f) All State of Illinois and Cook County transfer tax imposed on the transfer of title shall be paid by Seller at Closing. Any Municipal transfer tax, if any, shall be paid by the party designated in the Municipal Ordinance.

(g) All costs and expenses incident to this transaction and the closing thereof, and not specifically described above, shall be paid by the party incurring the same, including without limitation attorneys' fees.

Except as set forth above, all income and expenses related to the Property shall be the property and responsibility, respectively, of Seller through 11:59 p.m. on the day immediately preceding the date of Closing, all income and expenses thereafter shall be the property and responsibility, respectively, of Purchaser. The terms of this Section 4 shall survive Closing.

4. TITLE AND SURVEY EXAMINATION.

(a) Within ten (10) days after the Effective Date, Seller shall order a title commitment ("Commitment") for the Property issued by Chicago Title (the "Title Company"), together with a copy of each of the recorded documents of record set forth therein. Seller shall forward the Commitment and recorded documents to Purchaser promptly upon its receipt thereof, and Purchaser shall have until expiration of the Inspection Period to examine and review the same and to furnish Seller with a written statement of matters shown on the Commitment that are deemed unacceptable to Purchaser ("Title Objections"). Any matters not objected to prior to the expiration of the Inspection Period shall be deemed to be acceptable to Purchaser and shall become Permitted Exceptions, as defined herein; provided, however, Seller shall remove any liens of a fixed or ascertainable amount caused by Seller on or prior to the Closing Date. Seller may (but shall not be required to) elect to eliminate or cure some or all of the Title Objections by notifying Purchaser in writing of said election within ten (10) days after receipt of such Title Objections, in which case the elimination or cure of said Title Objections shall be completed on or before the Closing Date. If Seller does not elect to eliminate or cure any one or more of the Title Objections, Purchaser shall have the option, evidenced by written notice to Seller to be given by Purchaser to Seller within fifteen (15) days after delivery of such Title Objections, to either (a) terminate this Agreement, in which case, notwithstanding any provision hereof to the contrary, the refundable portion of the Escrow Money shall be returned to Purchaser and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent any right, obligation or liability set forth herein expressly survives termination of this Agreement, or (b) waive the uncured Title Objections, and such Title Objections shall become Permitted Exceptions, and proceed to Closing. If Purchaser fails to elect when required between option (a) and (b) in the preceding sentence, Purchaser shall be deemed to have elected to waive pursuant to option (b). Purchaser shall have the right to amend Purchaser's Title Objections ("Amended Objection Notice") to object to any title matters which are disclosed in any supplemental reports or updates to the Commitment or Updated Survey delivered to Purchaser after the end of the Inspection Period (which title matters were not reflected in

the Commitment, Existing Survey or Updated Survey provided to Purchaser prior to the end of the Inspection Period) provided that Purchaser objects to the same within five (5) days after Purchaser's receipt of the applicable supplemental reports or updates to the Commitment or Updated Survey but in no event after Closing. Seller may (but shall not be required to) elect to eliminate or cure some or all of the Title Objections by notifying Purchaser in writing of said election within five (5) days after receipt of such Amended Objection Notice, in which case the elimination or cure of said Title Objections shall be completed on or before the Closing Date. If Seller does not elect to cure or correct any such Title Objections, Purchaser shall elect prior to Closing to proceed under either clause (a) or (b) above, in either case within two (2) days thereafter. The term "Permitted Exceptions" shall mean: (i) all matters either shown on the Existing Survey or the Updated Survey (as each are defined below) or listed in the Commitment as exceptions to which Purchaser does not raise an objection or, having objected, Purchaser waives in accordance with the provisions of this Section 6 (excluding any mortgage granted by Seller); (ii) all applicable municipal and zoning ordinances; and (iii) non-delinquent real estate taxes and assessments which are not yet due and payable in the year in which the Closing occurs, and subsequent years. Any monetary liens on the Property at the time of Closing caused by Seller will be discharged or released at the time of Closing out of the Purchase Price or other funds provided by Seller and shall not be a Permitted Exception.

(b) Seller shall order, at Seller's expense, an updated ALTA survey. Purchaser shall have until the expiration of the Inspection Period to examine and review the same and to furnish Seller with a written statement of matters that are deemed unacceptable to Purchaser (collectively, "Survey Defects") shown on the Existing Survey and/or Updated Survey. If Purchaser does not object to any Survey Defects on or prior to expiration of the Inspection Period, Purchaser will be deemed to have waived any right to such objection and any Survey Defects not objected to shall be deemed Permitted Title Exceptions. Any Survey Defects timely objected to on the Existing Survey or the Updated Survey shall be treated in the same manner as the Title Objections as described above.

(c) If, on or prior to Closing, Seller fails to cure and remove any of the Title Objections it elected to eliminate or cure, Purchaser may, at its option and as its sole remedy hereunder, at law or in equity, either (i) terminate this Agreement by written notice to Seller on or prior to Closing, in which event the Escrow Money shall be returned to Purchaser and this Agreement, without further action of the parties, shall become null and void and neither party shall have any further liabilities or obligations under this Agreement except for those liabilities or obligations which expressly survive termination of this Agreement; or (ii) elect to consummate the Closing and accept title to the Land and Improvements subject to all those Title Objections that Seller has failed to cure or remove (in which event, all such exceptions to title shall be deemed Permitted Exceptions), without deduction or offset against the Purchase Price.

5. DEED CONVEYANCE. At Closing, Seller agrees to convey title to the Property to Purchaser by executing a Warranty Deed in a form to be approved by Purchaser and the Title Company (the "Warranty Deed") subject only to the Permitted Exceptions. Seller shall deliver exclusive possession of the Property to Purchaser on the date of Closing, free and clear of all tenants, occupants and parties in possession and the other Permitted Exceptions. The Warranty

Deed shall use, as the description of the Property, the legal description of the Property contained in the Title Insurance Policy to be issued by the Title Company in the amount of the Purchase Price at Closing (the "Title Policy"). Notwithstanding anything contained in this Agreement to the contrary, with respect to all matters affecting title to the Property Land and any liens or other encumbrances affecting the Property and the Land, Purchaser acknowledges and agrees it will be relying upon the Title Policy. If Purchaser has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any warranty made by Seller in this Agreement or the Warranty Deed, Purchaser agrees that it will look first to its Title Policy for recovery on such claim if such matter is covered thereby, and Purchaser shall not assert any claim solely against Seller for a breach of a representation, warranty or covenant with respect to such title claim unless and until Purchaser has made a claim against the Title Company, but the Title Company has refused or denied such claim. The foregoing provisions shall survive Closing and delivery of the Warranty Deed.

6. INSPECTION CONTINGENCY.

(a) During the period commencing on the Effective Date and ending at 5:00 p.m. (local time at the Property) on the date that is ninety (90) days thereafter (the "Inspection Period"), Purchaser and Purchaser's agents, inspectors, appraisers, contractors, employees, third party consultants, lenders, engineers, accountants and attorneys shall have the right to enter upon, pass through and inspect the Property and the Land at times and dates scheduled in advance by the parties. In connection with any entry by Purchaser, or its agents, employees or contractors onto the Property and the Land Purchaser shall give Seller reasonable advance notice of such entry and shall conduct such entry and any inspections in connection therewith so as to minimize, to the greatest extent possible, interference with Seller's business and otherwise in a manner reasonably acceptable to Seller. Without limiting the foregoing, prior to any entry to perform any invasive on-site testing, Purchaser shall give Seller notice thereof, including the identity of the company or persons who will perform such testing and the proposed scope of the testing and the time and date for such testing. Seller shall approve or disapprove such proposed invasive testing within three (3) business days after receipt of such notice, such approval to be within the sole and unfettered discretion of Seller, Seller's failure to notify Purchaser of its approval or disapproval shall be deemed to be Seller's disapproval thereof. Seller or its representative may be present to observe any testing or other inspection performed on the Property and the Land and, during such inspection, may take a portion of any sample being tested by Purchaser to allow Seller, if it so chooses, to perform its own testing. Upon Seller's written request, Purchaser shall promptly deliver to Seller copies of any reports relating to any testing or other inspection of the Property and the Land performed by Purchaser or its agents, employees or contractors. Purchaser shall maintain, and shall assure that its contractors maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Purchaser, its agents, employees or contractors, arising out of any entry or inspections of the Property and the Land pursuant to the provisions hereof, and Purchaser shall provide Seller with evidence of such insurance coverage upon written request by Seller. Purchaser agrees to repair any and all damage to, and restore, the Property and the Land to the extent of conditions created by Purchaser or its agents or designees.

(b) Purchaser, in its sole discretion, shall have the right to terminate this Agreement by giving written notice thereof to Seller on or prior to the expiration of the Inspection Period. If Purchaser gives such notice of termination within the Inspection Period, this Agreement shall terminate and notwithstanding any provision hereof to the contrary the Earnest Money plus any interest shall be returned to Purchaser and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

7. APPROVAL CONTINGENCY.

Purchaser shall have ninety (90) days from the Effective Date to obtain the approval of the Village of Wheeling and the City of Prospect Heights as required by Section 3.A.6 of the Intergovernmental Agreement. If approval of both municipalities is not obtained within said ninety (90) days this Agreement shall be null and void and all earnest money plus any interest shall be returned to Purchaser.

8. LEASE CONTINGENCY.

Closing is contingent upon Purchaser, as Lessor, and Seller, as Lessee, entering into Net Ground Lease for the property described in Exhibit B on such terms and conditions as are mutually agreed to by Purchaser and Seller. If the parties cannot agree on the terms of a Net Ground Lease on or before the Closing Date, this Agreement shall automatically terminate and all Earnest Money plus any interest shall be returned to Purchaser.

9. DELIVERIES AT CLOSING.

(a) In the event this Agreement is not terminated in accordance with its terms, the parties acknowledge and agree that the closing ("Closing") will take place on a date mutually agreeable by the parties, which date shall be not later than thirty (30) days after expiration of the Inspection Period ("Closing Date"), or such other mutually agreeable date, in escrow, through the offices of Escrow Agent upon the delivery of the documents set forth in this Section 8.

(b) At the Closing, Seller shall furnish and deliver to Purchaser the following:

(i) the duly executed Warranty Deed conveying the Property subject only to the Permitted Exceptions;

(ii) duly executed affidavits as reasonably requested by Title Company to remove the so-called "standard" exceptions to a title policy on the Property and such other forms reasonably required by Title Company in order to issue a title policy on the Property consistent with the terms and provisions of this Agreement;

(iii) two (2) duly executed original counterparts of a Master Statement (the "Master Statement") conforming to the proration and other relevant provisions of this Agreement, which Master Statement shall be in a form mutually and reasonably agreed to by Seller and Purchaser;

(iv) such instruments as are necessary to evidence to the Title Company that Seller and its representatives have the authority to execute the Deed;

(v) a certification pursuant to the Foreign Investment and Real Property Transfer Act;

(vi) all keys, electronic codes, electronic key cards, passwords and any and all other such security devices in Seller's possession relating to the Property;

(vii) a certificate certifying that all of the Seller's representations and warranties contained herein are true and correct in all material respects as of the Closing Date and that Seller has complied in all material respects with all covenants contained herein; and

(viii) all other documents reasonably required to consummate this transaction.

(c) At the Closing, Purchaser shall furnish and deliver to Seller, or to the Escrow Agent for the benefit of Seller, the following:

(i) an electronic funds transfer of immediately available United States federal funds in the amount owed by Purchaser to Seller for the Purchase Price as set forth in Section 2 hereof;

(ii) two (2) duly executed counterparts of Master Statements shall be in a form mutually and reasonably agreed to by Seller and Purchaser; and

(iii) all other documents reasonably required to consummate this transaction.

10. CONDEMNATION, DESTRUCTION OR DAMAGE PRIOR TO CLOSING.

Seller agrees to promptly notify Purchaser in the event any condemnation act is threatened or instituted against a portion of the Property or in the event of any damage to or destruction of the Property by fire or other casualty. If, after the Effective Date and prior to Closing, any portion of the Property becomes subject to condemnation, then the Purchaser shall have the option to: (a) terminate this Agreement in which event, notwithstanding any provision hereof to the contrary, the Escrow Money shall be returned to Purchaser and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement, or (b) proceed to Closing with no reduction in the Purchase Price, in which event Purchaser shall be entitled to all condemnation awards. If, after the Effective Date and prior to Closing, any portion of the Property is damaged or destroyed by fire or other casualty in an amount of \$50,000 or more, then the Purchaser shall have the option to: (i) terminate this Agreement in which event, notwithstanding any provision hereof to the contrary, the Escrow Money shall be returned to Purchaser and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement, or (ii) proceed to Closing with no reduction in the Purchase Price and Seller shall assign any insurance proceeds to Purchaser.

11. REAL ESTATE BROKERAGE.

Seller and Purchaser hereby represent and warrant to each other that neither Seller nor Purchaser has utilized the services of any real estate broker or agent relating to the sale of the Property. Seller and Purchaser hereby agrees to indemnify, defend and hold each other harmless for, from and against any and all claims, obligations, liabilities, demands, losses, damages, liens, causes of actions, suits, costs and expenses (including attorneys' fees and court costs) associated with the claim or claims of any other real estate broker, agent or brokerage firm for real estate commissions, finder's fees or any other compensation or fee arising from this transaction and the conduct of Seller.

12. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants to Seller that the following statements are true and correct and shall be true and correct as if originally made on and as of the Closing Date: (a) Purchaser is duly organized, existing and in good standing, under the laws of its state of organization, and, at Closing, shall be duly authorized to transact business in and in good standing in the state where the Property is located; (b) Purchaser is duly authorized and has full power and authority except for the approval of the Village of Wheeling and City of Prospect Heights which Purchaser shall diligently seek upon execution of the Agreement to enter into and perform this Agreement and all documents and instruments to be executed by Purchaser pursuant to this Agreement (collectively, "Purchaser's Documents"); (c) this Agreement has been, and Purchaser's Documents will be, duly executed and delivered by Purchaser, individually, or by duly authorized officers or representatives of Purchaser; and (d) no consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required that will not otherwise be delivered at Closing for the execution and delivery by Purchaser of this Agreement and Purchaser's Documents or the consummation by Purchaser of the transactions contemplated by this Agreement and Purchaser's Documents. The representations made in this Section 1.1 shall be true and correct in all material respects as of the Effective Date and at Closing and shall survive Closing for a period of six (6) months after the Closing Date.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.

(a) Seller represents and warrants to Purchaser that the following statements are true and correct and shall be true and correct as if original made on and as of the Closing Date:

(i) Seller is duly organized, existing and in good standing, under the laws of its state of organization and is duly authorized to transact business in and is in good standing in the state where the Property is located.

(ii) Seller has full power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Seller pursuant to this Agreement (collectively "Seller's Documents").

(iii) This Agreement has been, and Seller's Documents will be, duly executed and delivered by duly authorized officers or representatives of Seller.

(iv) No consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required that will not otherwise be delivered at Closing for the execution and delivery by Seller of this Agreement and Seller's Documents or the consummation by Seller of the transactions contemplated by this Agreement and Seller's Documents.

(v) Seller has received no written notice of any currently proposed zoning changes of the Property or existing proceedings to take all or any part of the Property by condemnation or right of eminent domain and, to Seller's knowledge no such changes or proceedings are pending or threatened.

(vi) There are no options or rights of first refusal to acquire any interest in the Property granted by Seller.

(vii) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(b) Seller covenants that:

(i) Seller will not sell, assign or convey any right, title or interest whatever in or to the Property or the Land or create or cause to exist any new or additional lien, encumbrance or charge thereon.

(ii) Until the Closing, Seller shall (A) continue to operate and maintain the Property in its current condition and repair, and otherwise consistent with Seller's operation and maintenance practices in existence as of the date hereof, normal wear and tear and condemnation and casualty excepted, (B) maintain the existing general liability and property insurance policies, or comparable replacements thereof, and (C) perform when due all of Seller's obligations under the Contracts and Leases.

(iii) Until Closing, Seller shall not do any of the following without Purchaser's prior written consent, which shall not be unreasonably withheld prior to expiration of the Inspection Period, but may be withheld in Purchaser's sole discretion after expiration of the Inspection Period: (A) make any material physical change to the Land, Improvements or the Property; (B) sell any of the Land or the Property; (C) enter into, materially amend or modify, extend or renew any Contract, Lease, or other agreement relating to the Land or the Property; (D) remove or permit to be removed from the Property, or otherwise sell, furniture, fixtures and equipment or parts thereof, except in the ordinary course of business and for which suitable replacements are made at the time of such removal, provided the same would be replaced in the ordinary course of business; or (E) further encumber title to the Land or the Property.

Seller acknowledges that Purchaser has relied and will rely on the representations and warranties of Seller in executing this Agreement and closing the purchase and sale of the Property pursuant to this Agreement. Seller shall immediately notify Purchaser in writing of any event or condition

known to Seller which occurs prior to Closing that causes a change in the facts relating to, or the truth of, any of the representations or warranties herein. All of Seller's warranties and representations shall be qualified and modified as appropriate by any such additional information provided in writing by Seller to Purchaser and by any contrary information resulting from any inspection or investigation made by or on behalf of Purchaser. The representations made in this Section 14, as so qualified and modified, shall be true and correct in all material respects as of the Effective Date and at Closing and shall survive Closing for a period of one (1) year after the Closing Date.

14. DEFAULT; REMEDIES; TERMINATION.

(a) Seller's Default. Except as otherwise specifically provided in this Agreement, in the event that any of Seller's representations or warranties contained herein are untrue in any material respect, or if Seller shall have failed to have timely performed any of its obligations, covenants and/or agreements contained herein, then Purchaser may, as Purchaser's sole and exclusive remedy for such default:

(i) cancel and terminate this Agreement by giving Seller timely written notice of such election prior to or at the Closing, and in such event all Escrow Money and any interest thereon shall be immediately paid to Purchaser.

(b) Purchaser's Default. If Purchaser shall fail or refuse to close the purchase of the Property as contemplated hereby due to the default of Purchaser hereunder, and said default continues for ten (10) business days after written notice to Purchaser, then the Escrow Money and any interest thereon shall be paid to Seller as liquidated damages as Seller's sole and exclusive remedy for such default. Seller hereby specifically waives any and all rights which it may have to damages or specific performance as a result of Purchaser's default under this Agreement, and the parties hereby acknowledge, after specific negotiation, that the valuation of Seller's damages would be very difficult to determine and that the amount of the Escrow Money is a reasonable estimate of Seller's damages and is intended to constitute a fixed amount of liquidated damages in lieu of other remedies available to Seller and is not intended to constitute a penalty.

(c) Post Closing Default. Notwithstanding the foregoing, with respect to any breach and/or default of either party for any matter surviving Closing, the other party shall retain all rights against the defaulting party for damages arising out of such breach and/or default, as well as any other remedy available at law.

15. ASSIGNMENT OF PURCHASE AGREEMENT. Purchaser shall have the right to assign all right, title and interest in the Purchase Agreement to an acquisition entity (limited liability company, partnership, joint venture, etc.) to be designated by Purchaser not later than fourteen (14) days prior to Closing.

16. MISCELLANEOUS.

(a) Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other shall be in writing and shall be deemed effective either: (i) on the date personally delivered to the address below, as evidenced by

written receipt therefor, whether or not actually received by the person to whom addressed; (ii) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx or UPS, addressed to such party at the address specified below, or (iii) on the day of delivery by email to the respective numbers and email addresses specified below. For purposes of this Section 16(a), the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Seller: Chicago Executive Airport
Attn: Executive Director
1020 Plant Road
Wheeling, IL 60090
Phone: (847) 537-2580
Email:

with a copy to: Allen Galluzzo Hevrin Leake, LLC
Attn: Thomas J. Lester, Esq.
6735 Vistagreen Way
Rockford, IL 61107
Phone: (815) 414-5530
Email: tlester@aghlaw.com

If to Purchaser: Signature Flight Support
Attn: General Manager
1100 S. Milwaukee
Wheeling, IL 60090
Email: Stephen.bongiorno@signatureaviation.com

(b) Time; Dates. Time shall be of the essence in all matters concerning this Agreement. If the date for the performance of any act hereunder falls on a Saturday, Sunday or a legal holiday, then the time for performance thereof shall be deemed extended to the next successive business day.

(c) Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements (either oral or written) are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(d) Governing Law; Jury Waiver. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State where the Property

is situated, without regard to such State's conflicts of laws provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THE PARTIES PURSUANT HERETO. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE SOLELY FILED IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(e) Captions; Headings. The captions and headings in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(g) Assignment. Neither party may assign this Agreement without the prior written consent of the other. Subject to the foregoing, this Agreement is binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

(h) No Third Party Beneficiary. This Agreement is made for the sole benefit of the parties hereto and no other person or party shall have any rights, remedies or legal interest of any kind under or by reason of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute but one and the same instrument. This Agreement may be executed with signatures delivered by either facsimile or scanned email, and copies of such signatures so delivered shall be deemed as originals.

(j) Exhibits and Schedules. The Exhibits and Schedules attached to this Agreement are incorporated herein and form a part of this Agreement.

(k) Exclusivity. Until the Closing Date or the date that this Agreement is terminated, Seller shall not enter into any contract to sell the Property to any person or entity other than Purchaser.

(l) Agreement Not To Be Recorded. This Agreement shall not be filed of record by or on behalf of Purchaser in any office or place of public record. If Purchaser fails to comply with the terms hereof by recording or attempting to record this Agreement or a notice thereof, such act shall not operate to bind or cloud the title to the Property. Seller shall, nevertheless, have the right forthwith to institute appropriate legal proceedings

to have the same removed from record. If Purchaser or any agent, broker or counsel acting for Purchaser shall cause or permit this Agreement or a copy thereof to be filed in an office or place of public record, Seller, at its option, and in addition to Seller's other rights and remedies, may treat such act as a default of this Agreement on the part of Purchaser . However, the filing of this Agreement in any lawsuit or other proceedings in which such document is relevant or material shall not be deemed to be a violation of this Paragraph.

(m) Board Approval. This Agreement shall not be binding on Purchaser until approval by the Board of Directors of Seller.

IN WITNESS WHEREOF, the parties have executed this Real Estate Purchase and Sale Agreement as of the Effective Date.

PURCHASER:

Chicago Executive Airport

By: D. Court Harris
Name: Court Harris
Title: Chairman

Date: 12/15/21

SELLER:

Signature Flight Support, LLC

By: _____
Name: _____
Title: _____

Date: _____

1-800-857-8343
24 HRS. TOLL-FREE



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

1/10/2022

Checks

General Fund	\$	56,221.77
Motor Fuel Tax Fund		3,047.43
Palatine/Milwaukee Tax Increment Financing District		-
Tourism District		-
Development Fund		-
Drug Enforcement Agency Fund		-
Solid Waste Fund		24,709.92
Special Service Area #1		-
Special Service Area #2		-
Special Service Area #3		-
Special Service Area #4		-
Special Service Area #5		-
Special Service Area #8 - Levee Wall #37		-
Special Service Area-Constr#6(Water Main)		-
Special Service Area-Debt#6		-
Capital Improvements		5,658.00
Palatine Road Tax Increment Financing		-
Road Construction		-
Road Construction Debt		550.00
Water Fund		1,447.81
Parking Fund		-
Sanitary Sewer Fund		-
Road/Building Bond Escrow		-
TOTAL	\$	91,634.93

Wire Payments

12/31/21 PAYROLL		165,467.43
12/16/21 POLICE PENSION FUNDING		76,121.82
	\$	333,224.18

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
CANON FINANCIAL SERVICES	27908027	JAN 22 BUILDING COPIER	01/02/2022	01-340-7020	181.09	.00	
Total CANON FINANCIAL SERVICES:					181.09	.00	
CHICAGO METROPOLITAN AGE	FY2022--208	METROPOLITAN MAYORS MEM	12/03/2021	01-310-5310	614.70	.00	
Total CHICAGO METROPOLITAN AGENCY FOR PLANNING:					614.70	.00	
CHICAGO PARTS AND SOUND L	1-0237072	SQUAD BRAKES	11/01/2021	01-350-5020	238.54	.00	
Total CHICAGO PARTS AND SOUND LLC:					238.54	.00	
CROWN COVERINGS INC	21090901	POLICE DEPARTMENT CARPET	12/14/2021	01-350-5104	13,776.00	.00	
Total CROWN COVERINGS INC:					13,776.00	.00	
DE LAGE LANDEN FINANCIAL S	74815100	FEB 22 PD COPIER	12/18/2021	01-320-5200	1,045.11	.00	
Total DE LAGE LANDEN FINANCIAL SERVICES INC:					1,045.11	.00	
DEKIND COMPUTER CONSULT	32079	FEB 22 COMP CONSULT	01/03/2022	01-320-5130	3,510.00	.00	
DEKIND COMPUTER CONSULT	32106	SPLASH TOP FEE 2022	01/03/2022	01-320-5130	1,423.75	.00	
DEKIND COMPUTER CONSULT	32195	DEC 21 TRIP CHARGES	01/03/2022	01-320-5130	120.00	.00	
Total DEKIND COMPUTER CONSULTANTS:					5,053.75	.00	
DELTA DENTAL OF ILLINOIS	1522755	JAN 22 HMO DENTAL	01/01/2022	01-360-4100	61.05	.00	
DELTA DENTAL OF ILLINOIS	1522756	JAN 22 RETIREE DENTAL	01/01/2022	01-370-4101	57.34	.00	
DELTA DENTAL OF ILLINOIS	1524517	JAN 22 VISION	01/01/2022	01-320-4100	54.26	.00	
DELTA DENTAL OF ILLINOIS	1524517	JAN 22 VISION	01/01/2022	01-340-4100	33.85	.00	
DELTA DENTAL OF ILLINOIS	1524517	JAN 22 VISION	01/01/2022	01-360-4100	276.11	.00	
DELTA DENTAL OF ILLINOIS	1524517	JAN 22 VISION	01/01/2022	01-350-4100	20.60	.00	
DELTA DENTAL OF ILLINOIS	1524517	JAN 22 VISION	01/01/2022	01-370-4101	46.08	.00	
DELTA DENTAL OF ILLINOIS	1524533	JAN 22 HMO VISION	01/01/2022	01-360-4100	32.33	.00	
Total DELTA DENTAL OF ILLINOIS:					581.62	.00	
EL-COR INDUSTRIES INC	116813	HARDWARE SIGNS	08/15/2021	01-350-5710	34.44	.00	
EL-COR INDUSTRIES INC	118029	AUTO PARTS	12/15/2021	01-350-5020	322.67	.00	
Total EL-COR INDUSTRIES INC:					357.11	.00	
FLEXSOURCE, LLC	22786	DEC 21 FSA/HRA FEES	12/25/2021	01-320-5100	150.00	.00	
Total FLEXSOURCE, LLC:					150.00	.00	
FOOD & ALCOHOL SERVICE TR	2021-16	DEC 21 HEALTH INSPECTIONS	01/01/2022	01-340-5100	805.00	.00	
Total FOOD & ALCOHOL SERVICE TRAINING INC:					805.00	.00	
GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	01-320-5105	3,605.70	.00	
GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	01-320-5100	417.50	.00	
GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	01-320-5106	1,246.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	30-550-7064	777.00	.00	
GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	30-550-7064	122.00	.00	
GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	01-320-5105	83.50	.00	
GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	30-550-7063	4,759.00	.00	
GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	11-550-7060	3,047.43	.00	
Total GEWALT HAMILTON ASSOCIATES INC.:					14,058.13	.00	
GUY M KARM	12/30/21	SEP- DEC CITY PROSECUTOR	12/30/2021	01-324-5125	9,500.00	.00	
Total GUY M KARM:					9,500.00	.00	
HACH COMPANY	12780765	WATER SYSTEM METERIAL	12/07/2021	51-300-5050	133.75	.00	
HACH COMPANY	12783210	WATER SYSTEM MATERIAL	12/08/2021	51-300-5050	127.60	.00	
HACH COMPANY	12792483	SYSTEM TESTING	12/14/2021	51-300-5050	186.90	.00	
Total HACH COMPANY:					448.25	.00	
HMO ILLINOIS	12/17/21	JAN 22 HEALTH INSURANCE	12/17/2021	01-360-4100	6,168.09	.00	
Total HMO ILLINOIS:					6,168.09	.00	
HOME DEPOT CREDIT SERVIC	9702267	NRC TOOLS	12/09/2021	01-310-5960	209.90	.00	
Total HOME DEPOT CREDIT SERVICES:					209.90	.00	
INTERNATIONAL LEAGUE OF CI	01/10/22	MEMBERSHIP	01/10/2022	01-310-5310	750.00	.00	
Total INTERNATIONAL LEAGUE OF CITIES INC:					750.00	.00	
INTOXIMETERS INC	695826	DRY GAS	12/14/2021	01-360-7022	131.50	.00	
Total INTOXIMETERS INC:					131.50	.00	
JUST TIRES MP INC.	0000082498	SQUAD TIRES POLICE CAR ST	12/11/2021	01-350-5020	870.60	.00	
Total JUST TIRES MP INC.:					870.60	.00	
LAKE COOK REPORTING LTD	18801	COURT REPORTING NOV	11/15/2021	01-360-5100	412.50	.00	
LAKE COOK REPORTING LTD	18834	COURT REPORTING NOV	11/23/2021	01-360-5100	412.50	.00	
Total LAKE COOK REPORTING LTD:					825.00	.00	
LESLIE HALEY	12/28/21	REFUND CREDIT BAL SEWER A	12/28/2021	51-000-1005	290.00	290.00	12/30/2021
Total LESLIE HALEY:					290.00	290.00	
LOLAS PIZZA	12/23/21	EMPLOYEE HOLIDAY PARTY	12/23/2021	01-320-5951	345.00	.00	
Total LOLAS PIZZA:					345.00	.00	
MADISON NATIONAL LIFE	1476298	JAN 22 LIFE INSURANCE	12/27/2021	01-320-4110	30.94	.00	
MADISON NATIONAL LIFE	1476298	JAN 22 LIFE INSURANCE	12/27/2021	01-340-4110	33.00	.00	
MADISON NATIONAL LIFE	1476298	JAN 22 LIFE INSURANCE	12/27/2021	01-350-4110	48.72	.00	
MADISON NATIONAL LIFE	1476298	JAN 22 LIFE INSURANCE	12/27/2021	01-360-4110	205.31	.00	
MADISON NATIONAL LIFE	1476298	JAN 22 LIFE INSURANCE	12/27/2021	51-300-4110	10.31	.00	
MADISON NATIONAL LIFE	1476298	JAN 22 LIFE INSURANCE	12/27/2021	01-000-2030	129.27	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total MADISON NATIONAL LIFE:					457.55	.00	
METROPOLITAN INDUSTRIES I	INV034384	WATER SYSTEM DATA SERVICE	12/15/2021	51-300-5100	313.00	.00	
Total METROPOLITAN INDUSTRIES INC:					313.00	.00	
NAPA-HEIGHTS AUTOMOTIVE	432652	AUTO PARTS	12/14/2021	01-350-5020	109.56	.00	
Total NAPA-HEIGHTS AUTOMOTIVE:					109.56	.00	
NICOR GAS	12/21/21-2093	CH NICOR 11/19-12/21/21	12/21/2021	01-320-5410	600.27	.00	
NICOR GAS	12/22/21-2024	METRA 11/22-12/22/21	12/22/2021	01-320-5410	258.98	.00	
NICOR GAS	12/22/21-7006	WELLHOUSE NICOR 11/22-12/2	12/22/2021	51-300-5410	272.74	.00	
NICOR GAS	12/22/21-9482	PW 11/22-12/22/21	12/22/2021	01-320-5410	1,094.85	.00	
NICOR GAS	12/22/21-9865	PD 11/22-12/22/21	12/22/2021	01-320-5410	611.30	.00	
Total NICOR GAS:					2,838.14	.00	
NORTH SHORE SIGN	122019	JAN 22 SIGN MAINTENANCE	01/01/2022	01-320-5100	243.00	.00	
Total NORTH SHORE SIGN:					243.00	.00	
NORTHWEST ELECTRICAL SUP	17522228	LIGHTING MAINTENANCE	12/02/2021	01-350-5710	315.50	.00	
Total NORTHWEST ELECTRICAL SUPPLY CO:					315.50	.00	
NW CENTRAL 9-1-1 SYSTEM	1333-2	POLICE RADIO EQUIPMENT	11/10/2021	01-360-7022	1,630.85	1,630.85	12/30/2021
Total NW CENTRAL 9-1-1 SYSTEM:					1,630.85	1,630.85	
NW CENTRAL DISPATCH SYST	9154	credit applies to inv 1323	11/01/2021	01-360-7022	171.60	171.60	12/30/2021
Total NW CENTRAL DISPATCH SYSTEM:					171.60	171.60	
PDC LABORATORIES INC	I9495193	WATER TESTING	12/30/2021	51-300-5050	73.50	.00	
Total PDC LABORATORIES INC:					73.50	.00	
PROSPECT HEIGHTS FIRE PRO	12/21/21	CPR RECERTIFICATIONS	12/21/2021	01-360-5330	600.00	.00	
Total PROSPECT HEIGHTS FIRE PROTECTION DIST.:					600.00	.00	
PURCHASE POWER	12/24/21	ADMIN POSTAGE	12/24/2021	01-320-5200	32.01	.00	
Total PURCHASE POWER:					32.01	.00	
RAY O'HERRON CO INC	2161985-IN	PD CLOTHING	12/13/2021	01-360-5741	578.97	.00	
Total RAY O'HERRON CO INC:					578.97	.00	
ROSE MARY JURINEK	12/20/21	COURT REPORTING 12/21	12/20/2021	01-360-5100	440.00	.00	
Total ROSE MARY JURINEK:					440.00	.00	
RUSSO POWER EQUIPMENT IN	SPI10925304	MOWER PARTS	12/13/2021	01-350-5650	232.84	.00	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
Total RUSSO POWER EQUIPMENT INC.:					232.84	.00	
SOLID WASTE AGENCY	6915	FEB 22 O&M COSTS AND TRUE-	01/01/2022	17-300-5420	24,709.92	.00	
Total SOLID WASTE AGENCY:					24,709.92	.00	
STAPLES	8064726398	OFFICE SUPPLIES	12/30/2021	01-320-5700	52.47	.00	
Total STAPLES:					52.47	.00	
TRUGREEN PROCESSING CEN	081 1638469	UNIFROM & CARPET	12/31/2021	01-350-5104	94.13	.00	
Total TRUGREEN PROCESSING CENTER:					94.13	.00	
UNIFIRST CORPORATION	061 1392779	PD CARPET	08/19/2021	01-350-5104	45.00	.00	
UNIFIRST CORPORATION	061 1396022	PD CARPET	09/02/2021	01-350-5104	45.00	.00	
UNIFIRST CORPORATION	061 1399180	PD CARPET	09/16/2021	01-350-5104	45.00	.00	
UNIFIRST CORPORATION	061 1403363	PD CARPET	10/28/2021	01-350-5104	45.00	.00	
UNIFIRST CORPORATION	061 1405581	PD CARPET	10/14/2021	01-350-5104	45.00	.00	
UNIFIRST CORPORATION	061 1418953	PD CARPET	12/09/2021	01-350-5104	45.00	.00	
UNIFIRST CORPORATION	061 1420691	PD CARPET	12/16/2021	01-350-5104	1,216.21	.00	
UNIFIRST CORPORATION	061 1422356	PD CARPET	12/23/2021	01-350-5104	45.00	.00	
UNIFIRST CORPORATION	081 1634470	CARPET & UNIFORMS	12/17/2021	01-350-5104	92.95	.00	
UNIFIRST CORPORATION	081 1636452	UNIFORM & CARPET	12/24/2021	01-350-5104	92.95	.00	
Total UNIFIRST CORPORATION:					1,717.11	.00	
US BANK NA	6373908	SERIES 2020 ADMIN FEE	12/24/2021	41-300-5430	550.00	.00	
Total US BANK NA:					550.00	.00	
VERIZON WIRELESS	9895745833	SCADA 11/24-12/23/21	12/23/2021	51-300-5410	40.01	.00	
Total VERIZON WIRELESS:					40.01	.00	
WAREHOUSE DIRECT OFFICE	5136528-0	OFFICE SUPPLIES	01/03/2022	01-320-5700	35.38	.00	
Total WAREHOUSE DIRECT OFFICE PROD INC.:					35.38	.00	
Grand Totals:					91,634.93	2,092.45	

Vendor Name	Invoice Number	Description	Invoice Date	GL Account Number	Net Invoice Amt	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
01-000-2030 WITHHOLDING INSURAN	MADISON NATIONAL LIFE	1476298	JAN 22 LIFE INSURANCE	12/27/2021	129.27	.00	
Total :					129.27	.00	
CITY COUNCIL & BOARDS							
01-310-5310 MEMBERSHIPS	CHICAGO METROPOLITAN AGE	FY2022--208	METROPOLITAN MAYORS MEM	12/03/2021	614.70	.00	
01-310-5310 MEMBERSHIPS	INTERNATIONAL LEAGUE OF CI	01/10/22	MEMBERSHIP	01/10/2022	750.00	.00	
01-310-5960 NRC OPERATIONS	HOME DEPOT CREDIT SERVIC	9702267	NRC TOOLS	12/09/2021	209.90	.00	
Total CITY COUNCIL & BOARDS:					1,574.60	.00	
ADMINISTRATION							
01-320-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1524517	JAN 22 VISION	01/01/2022	54.26	.00	
01-320-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1476298	JAN 22 LIFE INSURANCE	12/27/2021	30.94	.00	
01-320-5100 PROFESSIONAL SERVIC	FLEXSOURCE, LLC	22786	DEC 21 FSA/HRA FEES	12/25/2021	150.00	.00	
01-320-5100 PROFESSIONAL SERVIC	GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	417.50	.00	
01-320-5100 PROFESSIONAL SERVIC	NORTH SHORE SIGN	122019	JAN 22 SIGN MAINTENANCE	01/01/2022	243.00	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	3,605.70	.00	
01-320-5105 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	83.50	.00	
01-320-5106 PROFESSIONAL FEES -	GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	1,246.00	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	32079	FEB 22 COMP CONSULT	01/03/2022	3,510.00	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	32106	SPLASH TOP FEE 2022	01/03/2022	1,423.75	.00	
01-320-5130 COMPUTER CONSULTAN	DEKIND COMPUTER CONSULT	32195	DEC 21 TRIP CHARGES	01/03/2022	120.00	.00	
01-320-5200 POSTAGE	DE LAGE LANDEN FINANCIAL S	74815100	FEB 22 PD COPIER	12/18/2021	1,045.11	.00	
01-320-5200 POSTAGE	PURCHASE POWER	12/24/21	ADMIN POSTAGE	12/24/2021	32.01	.00	
01-320-5410 UTILITIES	NICOR GAS	12/21/21-2093	CH NICOR 11/19-12/21/21	12/21/2021	600.27	.00	
01-320-5410 UTILITIES	NICOR GAS	12/22/21-2024	METRA 11/22-12/22/21	12/22/2021	258.98	.00	
01-320-5410 UTILITIES	NICOR GAS	12/22/21-9482	PW 11/22-12/22/21	12/22/2021	1,094.85	.00	
01-320-5410 UTILITIES	NICOR GAS	12/22/21-9865	PD 11/22-12/22/21	12/22/2021	611.30	.00	
01-320-5700 OFFICE SUPPLIES	STAPLES	8064726398	OFFICE SUPPLIES	12/30/2021	52.47	.00	
01-320-5700 OFFICE SUPPLIES	WAREHOUSE DIRECT OFFICE	5136528-0	OFFICE SUPPLIES	01/03/2022	35.38	.00	
01-320-5951 EMPLOYEE RECOGNITI	LOLAS PIZZA	12/23/21	EMPLOYEE HOLIDAY PARTY	12/23/2021	345.00	.00	
Total ADMINISTRATION:					14,960.02	.00	
LEGAL							
01-324-5125 OUTSIDE COUNSEL	GUY M KARM	12/30/21	SEP- DEC CITY PROSECUTOR	12/30/2021	9,500.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LEGAL:					9,500.00	.00	
BUILDING DEPARTMENT							
01-340-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1524517	JAN 22 VISION	01/01/2022	33.85	.00	
01-340-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1476298	JAN 22 LIFE INSURANCE	12/27/2021	33.00	.00	
01-340-5100 PROFESSIONAL SERVIC	FOOD & ALCOHOL SERVICE TR	2021-16	DEC 21 HEALTH INSPECTIONS	01/01/2022	805.00	.00	
01-340-7020 EQUIPMENT	CANON FINANCIAL SERVICES	27908027	JAN 22 BUILDING COPIER	01/02/2022	181.09	.00	
Total BUILDING DEPARTMENT:					1,052.94	.00	
PUBLIC WORKS							
01-350-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1524517	JAN 22 VISION	01/01/2022	20.60	.00	
01-350-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1476298	JAN 22 LIFE INSURANCE	12/27/2021	48.72	.00	
01-350-5020 VEHICLE MAINTENANCE	CHICAGO PARTS AND SOUND L	1-0237072	SQUAD BRAKES	11/01/2021	238.54	.00	
01-350-5020 VEHICLE MAINTENANCE	EL-COR INDUSTRIES INC	118029	AUTO PARTS	12/15/2021	322.67	.00	
01-350-5020 VEHICLE MAINTENANCE	JUST TIRES MP INC.	0000082498	SQUAD TIRES POLICE CAR ST	12/11/2021	870.60	.00	
01-350-5020 VEHICLE MAINTENANCE	NAPA-HEIGHTS AUTOMOTIVE	432652	AUTO PARTS	12/14/2021	109.56	.00	
01-350-5104 PROF SERVICES - BUILD	CROWN COVERINGS INC	21090901	POLICE DEPARTMENT CARPET	12/14/2021	13,776.00	.00	
01-350-5104 PROF SERVICES - BUILD	TRUGREEN PROCESSING CEN	081 1638469	UNIFROM & CARPET	12/31/2021	94.13	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	061 1392779	PD CARPET	08/19/2021	45.00	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	061 1396022	PD CARPET	09/02/2021	45.00	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	061 1399180	PD CARPET	09/16/2021	45.00	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	061 1403363	PD CARPET	10/28/2021	45.00	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	061 1405581	PD CARPET	10/14/2021	45.00	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	061 1418953	PD CARPET	12/09/2021	45.00	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	061 1420691	PD CARPET	12/16/2021	1,216.21	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	061 1422356	PD CARPET	12/23/2021	45.00	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	081 1634470	CARPET & UNIFORMS	12/17/2021	92.95	.00	
01-350-5104 PROF SERVICES - BUILD	UNIFIRST CORPORATION	081 1636452	UNIFORM & CARPET	12/24/2021	92.95	.00	
01-350-5650 LANDSCAPE SUPPLIES	RUSSO POWER EQUIPMENT IN	SPI10925304	MOWER PARTS	12/13/2021	232.84	.00	
01-350-5710 OPERATING SUPPLIES	EL-COR INDUSTRIES INC	116813	HARDWARE SIGNS	08/15/2021	34.44	.00	
01-350-5710 OPERATING SUPPLIES	NORTHWEST ELECTRICAL SUP	17522228	LIGHTING MAINTENANCE	12/02/2021	315.50	.00	
Total PUBLIC WORKS:					17,780.71	.00	
PUBLIC SAFETY							
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1522755	JAN 22 HMO DENTAL	01/01/2022	61.05	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1524517	JAN 22 VISION	01/01/2022	276.11	.00	
01-360-4100 HEALTH INSURANCE	DELTA DENTAL OF ILLINOIS	1524533	JAN 22 HMO VISION	01/01/2022	32.33	.00	
01-360-4100 HEALTH INSURANCE	HMO ILLINOIS	12/17/21	JAN 22 HEALTH INSURANCE	12/17/2021	6,168.09	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-360-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1476298	JAN 22 LIFE INSURANCE	12/27/2021	205.31	.00	
01-360-5100 PROFESSIONAL SERVIC	LAKE COOK REPORTING LTD	18801	COURT REPORTING NOV	11/15/2021	412.50	.00	
01-360-5100 PROFESSIONAL SERVIC	LAKE COOK REPORTING LTD	18834	COURT REPORTING NOV	11/23/2021	412.50	.00	
01-360-5100 PROFESSIONAL SERVIC	ROSE MARY JURINEK	12/20/21	COURT REPORTING 12/21	12/20/2021	440.00	.00	
01-360-5330 TRAINING	PROSPECT HEIGHTS FIRE PRO	12/21/21	CPR RECERTIFICATIONS	12/21/2021	600.00	.00	
01-360-5741 CLOTHING	RAY O'HERRON CO INC	2161985-IN	PD CLOTHING	12/13/2021	578.97	.00	
01-360-7022 POLICE - SMALL EQUIPM	INTOXIMETERS INC	695826	DRY GAS	12/14/2021	131.50	.00	
01-360-7022 POLICE - SMALL EQUIPM	NW CENTRAL 9-1-1 SYSTEM	1333-2	POLICE RADIO EQUIPMENT	11/10/2021	1,630.85	1,630.85	12/30/2021
01-360-7022 POLICE - SMALL EQUIPM	NW CENTRAL DISPATCH SYST	9154	credit applies to inv 1323	11/01/2021	171.60	171.60	12/30/2021
Total PUBLIC SAFETY:					11,120.81	1,802.45	
REIMBURSABLE EXP							
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	1522756	JAN 22 RETIREE DENTAL	01/01/2022	57.34	.00	
01-370-4101 RETIREE HEALTH INSUR	DELTA DENTAL OF ILLINOIS	1524517	JAN 22 VISION	01/01/2022	46.08	.00	
Total REIMBURSABLE EXP:					103.42	.00	
Total GENERAL FUND:					56,221.77	1,802.45	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MOTOR FUEL TAX FUND							
11-550-7060 SIDEWALKS	GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	3,047.43	.00	
Total :					3,047.43	.00	
Total MOTOR FUEL TAX FUND:					3,047.43	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SOLID WASTE DISPOSAL FUND							
EXPENSES							
17-300-5420 SWANCC CHARGES	SOLID WASTE AGENCY	6915	FEB 22 O&M COSTS AND TRUE-	01/01/2022	24,709.92	.00	
Total EXPENSES:					24,709.92	.00	
Total SOLID WASTE DISPOSAL FUND:					24,709.92	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CAPITAL IMPROVEMENTS							
30-550-7063 DRAINAGE IMPROVEME	GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	4,759.00	.00	
30-550-7064 DRAINAGE IMPR - WILLO	GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	777.00	.00	
30-550-7064 DRAINAGE IMPR - WILLO	GEWALT HAMILTON ASSOCIAT	12/13/21	NOV 21 ENGINEERING SERVIC	12/13/2021	122.00	.00	
Total :					5,658.00	.00	
Total CAPITAL IMPROVEMENTS:					5,658.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ROAD CONSTRUCTION DEBT EXPENSES							
41-300-5430 BANK FEES	US BANK NA	6373908	SERIES 2020 ADMIN FEE	12/24/2021	550.00	.00	
Total EXPENSES:					550.00	.00	
Total ROAD CONSTRUCTION DEBT:					550.00	.00	

GL Account and Title	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATER FUND							
51-000-1005 UTILITY CASH CLEARIN	LESLIE HALEY	12/28/21	REFUND CREDIT BAL SEWER A	12/28/2021	290.00	290.00	12/30/2021
Total :					290.00	290.00	
EXPENSES							
51-300-4110 LIFE INSURANCE	MADISON NATIONAL LIFE	1476298	JAN 22 LIFE INSURANCE	12/27/2021	10.31	.00	
51-300-5050 SYSTEM MAINTENANCE	HACH COMPANY	12780765	WATER SYSTEM METERIAL	12/07/2021	133.75	.00	
51-300-5050 SYSTEM MAINTENANCE	HACH COMPANY	12783210	WATER SYSTEM MATERIAL	12/08/2021	127.60	.00	
51-300-5050 SYSTEM MAINTENANCE	HACH COMPANY	12792483	SYSTEM TESTING	12/14/2021	186.90	.00	
51-300-5050 SYSTEM MAINTENANCE	PDC LABORATORIES INC	I9495193	WATER TESTING	12/30/2021	73.50	.00	
51-300-5100 PROFESSIONAL SERVIC	METROPOLITAN INDUSTRIES I	INV034384	WATER SYSTEM DATA SERVICE	12/15/2021	313.00	.00	
51-300-5410 UTILITIES	NICOR GAS	12/22/21-7006	WELLHOUSE NICOR 11/22-12/2	12/22/2021	272.74	.00	
51-300-5410 UTILITIES	VERIZON WIRELESS	9895745833	SCADA 11/24-12/23/21	12/23/2021	40.01	.00	
Total EXPENSES:					1,157.81	.00	
Total WATER FUND:					1,447.81	290.00	
Grand Totals:					91,634.93	2,092.45	

GL Account and Title	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND			
Total GENERAL FUND:	56,221.77	1,802.45	
MOTOR FUEL TAX FUND			
Total MOTOR FUEL TAX FUND:	3,047.43	.00	
SOLID WASTE DISPOSAL FUND			
Total SOLID WASTE DISPOSAL FUND:	24,709.92	.00	
CAPITAL IMPROVEMENTS			
Total CAPITAL IMPROVEMENTS:	5,658.00	.00	
ROAD CONSTRUCTION DEBT			
Total ROAD CONSTRUCTION DEBT:	550.00	.00	
WATER FUND			
Total WATER FUND:	1,447.81	290.00	
Grand Totals:	91,634.93	2,092.45	