



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

OCTOBER 8, 2019
7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Request for Waiver of Sign Regulations and Enforcement for Henry's Thanksgiving Day Hustle 5K & Kids Dash
 2. Request for Raffle License for Lake in the Hills American Legion Post #1231
 - B. Police
 1. Intergovernmental Agreement with McHenry County Sheriff's Office for the McHenry County Gang Task Force
 2. Ordinance Amending Chapter 43, Offenses Against Public Peace, Safety and Morals, Section 43.25, and Appendix B, Comprehensive Fine and Fee Schedule of the Municipal Code
 - C. Public Works
 1. Payment Request for Well 15 in the amount of \$137,745.50 to Municipal Well and Pump
 2. Ordinance Authorizing the Approval of a Ground Lease with Blue Skies Flying Services for PAP-18
 3. Informational Item concerning Airport Transportation Improvement Project Requests for 2020 through 2025
5. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Bogdanowski
 - D. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - E. Trustee Bojarski
 - F. Trustee Murphy
 1. Parks and Recreation Board Liaison Report

6. Village President
7. Audience Participation
8. Adjournment

MEETING LOCATION
Lake in the Hills Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: October 8, 2019

DEPARTMENT: Administration

SUBJECT: Request for Waiver of Sign Regulations and Enforcement for Henry's Thanksgiving Day Hustle 5K & Kids Dash

EXECUTIVE SUMMARY

Attached please find a letter from Karen Kopf, Race Director for Henry's Thanksgiving Day Hustle 5K & Kids Dash, requesting enforcement activities be suspended to allow the erection of temporary signage in the right-of-way at the intersections listed below, within the Village boundaries, from November 14, 2019 until November 29, 2019 to advertise the race.

Intersections:

Algonquin & Square Barn

Randall & Algonquin

Haligus Road - Entrance of Marlowe Middle School

Lakewood & Miller

Algonquin & Lakewood

Albrecht & Miller

Karen Kopf, Race Director, will be in attendance at the October 8, 2019 Committee of the Whole meeting.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Letter

RECOMMENDED MOTION

Motion to suspend enforcement activities from November 14, 2019 until November 29, 2019 to allow the installation of temporary signage at the intersections referenced above for the 7th Annual Henry's Thanksgiving Day Hustle 5K & Kids Dash.



September 8, 2019

Mr. Russ Ruzanski & Village Trustees
Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL 60156

Dear Mr. Ruzanski & Village Trustees,

I am writing to request a waiver from Section 16, Signs of the Zoning Ordinance for the event I am organizing on Thanksgiving morning out of Marlowe Middle School. I have included more information about the 7th Annual Henry's Thanksgiving Day Hustle 5K & Kids Dash, which benefits the Muscular Dystrophy Association, below. Ideally, I would like to include signage regarding the race at the following intersections:

- Algonquin & Square Barn Roads
- Algonquin & Lakewood Roads
- Randall & Algonquin Roads
- Albrecht & Miller Roads
- Lakewood & Miler Roads
- Haligus Rd. at entrance of Marlowe Middle School

I would like to post both banners and medium-sized lawn signs with information about the race in the ground at the locations mentioned above starting on Thursday, November 14th. After the race on Thanksgiving day, Thursday, November 28, I will remove the signs by Friday, November 29.

Kopf Running is hosting Henry's Hustle on Thanksgiving at Marlowe Middle School. The race benefits the Muscular Dystrophy Association in honor of a 7 year old local boy named Henry Betts, who was diagnosed with muscular dystrophy as an infant. In 2018, we had 430 run/walkers and kids dashers and raised nearly \$7,000 for the Muscular Dystrophy Association. Participants also donated several hundred pounds of food for the Algonquin / Lake in the Hills Interfaith Food Pantry. Participation is anticipated to be between 400-500 run/walkers and 50 kids dashers for the 2019 race. After the run/walk and kids dash, everyone will be invited to enjoy some refreshments, music, and kids games indoors at the Marlowe gym.

Thank you in advance for your consideration of this request for a waiver of the Zoning Ordinance.

Sincerely,

Karen Kopf

Race Director - Henry's Thanksgiving Day Hustle 5K & Kids Dash
630.476.6187 (mobile); karenkopf@gmail.com



REQUEST FOR BOARD ACTION

MEETING DATE: October 8, 2019

DEPARTMENT: Administration

SUBJECT: Raffle License Request for Lake in the Hills American Legion Post 1231

EXECUTIVE SUMMARY

The Lake in the Hills American Legion Post 1231 is requesting a Raffle License for a weekly drawing of the Queen of Hearts to be held from November 14, 2019 thru November 5, 2020. The Village Board approved the same type of raffle request last year at the October 25, 2018 Village Board meeting. That Raffle, License #18-13, will be expiring on November 7, 2019 and the American Legion would like to continue having the Queen of Hearts Raffle.

As of August 31, 2019, the American Legion has paid out \$5,027 in prizes and has a net proceed of \$20,100.

All provisions of Section 31.02 of the Village Code have been met. The Lake in the Hills American Legion Post 1231 unanimously voted to request a waiver of the fidelity bond requirement associated with the Raffle Application form.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Raffle License Application for Weekly Drawing from November 14, 2019 thru November 5, 2020

RECOMMENDED MOTION

Motion to approve the Raffle License Request and waive the fidelity bond requirement for the Lake in the Hills American Legion Post 1231.



Village of Lake in the Hills
Raffle Application Form

Date of Application 9/15/19

(The Village President, with the advice and consent of the Board of Trustees, shall have 30 days in which to approve or disapprove the license applied for.)

Application Information:

Name of Organization: LAKE in the Hills AMERICAN Legion Post 1231

Date of incorporation or formation of Organization (minimum of 5 years in existence is required to qualify for license): 1955

Does this organization fulfill the requirement of operating without profit to its members: Yes [X] No []

Purpose for which club/ organization was formed: Support Veterans And the Families

Presiding Officer's Name: JACK Repta

Presiding Officer's Address: 1015 SUTHERLAND DR CRYSTAL LAKE, IL 60014

Secretary's Name: Norman Schwarz

Secretary's Address: 174 Berkshire DR CRYSTAL LAKE, IL 60014

Raffle Manager's Name: Richard Jung

Raffle Manager's Address: 176 Hilltop DR L.I.T.H.

Raffle Manager's Phone #: 847-658-7488

Raffle Manager's Date of Birth: 6-29-43

Names & Addresses of any other individual directly involved with the administration of the raffle.

Raffle Information:

Dates raffle chances will be sold or issued: MONDAY thru SUNDAY Hours of operation M-F, with 3-11 AM F.S. Noon-2 AM S-noon-1 AM

Date/Time raffle is to take place: THURSDAY 8pm 11/14/19 - 11/5/20

Location or Description of Premises and Address of raffle: American Legion Post 1231 1101 W Algonquin RD L.I.T.H., IL 60156

Location or areas within the Village where the raffle chances will be sold or issued:
Method by which the winning chance will be determined:

American Legion Post 1231

RANDOM DRAWING

Total number of chances to be sold:

~~2500~~ - ~~5000~~ 2 million

Maximum price of each raffle chance:

6 for \$5.00

Item(s) to be raffled:

Queen of HEARTS

Maximum Retail Value of Each Prize:

\$ 50 or 5% or 10% of Pot

\$

\$

\$

\$

\$

Retail dollar value of all prizes:

\$

Assertions:

- Yes No Does the raffle manager reside in Lake in the Hills?
- Yes No Is the raffle manager a US Citizen?
- Yes No Has the raffle manager ever been convicted of a felony under any federal or state law?
- Yes No Has the raffle manager ever been convicted of pandering or other crimes or misdemeanor opposed to decency and morality?
- Yes No Has the organization ever had a raffle license previously revoked for cause?
- Yes No Is the presiding officer, secretary, raffle manager or other individuals directly involved in the administration of the raffle, a law enforcing public official, President, Trustee, or member of the Village Board or commission, or any president or member of a County Board?
- Yes No Is there interest in the raffle for any law enforcing public official, President, Trustee, or member of the Village Board or commission, or any president or member of a County Board?
- Yes No Has the organization or raffle manager ever been convicted of a gambling offense as proscribed by either local, state or federal law?
- Yes No Has the organization or raffle manager ever been issued a federal gambling device stamp or a federal wagering stamp for the current tax period?
- Yes No Has the premises of the raffle ever been issued a federal gambling device stamp or a federal wagering stamp for the current tax period?

Bond and Fee Requirements:

- Yes No Is a waiver of the fidelity bond provision being requested of the Board of Trustees?
- Yes No If yes, has the organization provided evidence of unanimous vote in favor of the fidelity bond waiver?
- Yes No If no, is the fidelity bond attached to this application?



Village of Lake in the Hills Bond Waiver Request Page

The Village Code requires that the raffle manager shall give a fidelity bond in an amount not less than the anticipated gross receipts for each raffle. The bond shall be in favor of the organization and conditioned upon his/her honesty in the performance of his/her duties. The bond shall also provide that notice is given in writing to the Village of Lake in the Hills not less than thirty (30) days prior to its cancellation.

The Village president and Board of Trustees is authorized to waive the requirement for a bond by including a waiver provision the license issued, provided that by a unanimous vote of the members of the licensed organization, such a waiver is requested. Such a request does not guarantee that a waiver will be granted by the Village of Lake in the Hills; however, if your organization would like to request a waiver of the bonding requirement, please complete the following Bond Waiver Request. Please be sure to have both signatures notarized.

On the 15 day of September, the membership of American Legion
(Name of Organization)

by unanimous vote requested that the Village of Lake in the Hills waive the fidelity bonding requirement for its raffle to be conducted on the attached raffle application.

Signed: [Signature]
Presiding Officer

Signed: [Signature]
Secretary

Subscribed and sworn to before me this

17th day of September, 2019

[Signature]
Notary Public



NOT FOR PROFIT STATEMENT

We, the undersigned Presiding Officer and secretary, do hereby attest that JACK REPTA (name of organization) is a bona fide religious, charitable, labor, fraternal, educational, or veteran organization that operates without profit to their members and which have been in existence continuously for a period of five (5) years immediately before making application for a license, and which have been during that entire five (5) year period, a bona fide membership engaged in carrying out their objectives as described on the attached raffle application.

Signed: [Signature]
Presiding Officer

Signed: [Signature]
Secretary

Subscribed and sworn to before me this

17 day of September, 2019.

[Signature]
Notary Public





Village of Lake in the Hills Raffle Affirmation Page

I (we) swear (or affirm) that our organization/club is not-for-profit and that I (we) have never been convicted of any felony and are not disqualified to receive a license by reason of any matter or thing contained in this Section 31.02 of the Lake in the Hills Municipal Code or any other Ordinances of the Village, laws of the State of Illinois or of the United States of America. I also swear that no previous license issued by any state or subdivision of Federal Government has been revoked. I will not violate any of the laws of the State of Illinois or of the United States or any Ordinances of the Village of Lake in the Hills in the conduct of the raffle. I will not allow gambling devices or gambling on the premises where the drawing will be held.

I (we) understand that a fidelity bond in an amount not less than the anticipated gross receipts is needed from the manager unless notice is attached to the application that the club/organization voted, by unanimous vote, to waive such provision.

At the conclusion of the raffles, a report shall be made to the Village of Lake in the Hills as to the gross receipts, expenses and net proceeds from the raffles.

I swear that the statements contained in the application are true and correct to the best of my knowledge and belief.

Jack Stept

Presiding Officer

and/or

Norm Elward

Secretary

Sworn to before me this 17th day
of September, 20 19
Patricia C Farley

Notary Public



MUNICIPAL CODE SECTION 31.02 TO BE REVIEWED BY APPLICANT

I have read and will comply with Section 31.02 of the Village of Lake in the Hills Municipal Code.

Jack Stept

Signature

9-15-19

Date



REQUEST FOR BOARD ACTION

MEETING DATE: October 8, 2019

DEPARTMENT: Police

SUBJECT: IGA for McHenry County Gang Task Force

EXECUTIVE SUMMARY

The department is a longstanding member of the McHenry County Gang Task Force. The assignment of our officers to the task force is on an as-needed basis for short durations, normally for festivals held throughout the county or targeted enforcement campaigns.

This agreement replaces the agreement entered on January 1, 2016. The only changes to the new document are;

- Page one the villages of Hebron, Oakwood Hills, and Spring Grove are added as additional members of the McHenry County Gang Task Force.
- Page three, paragraph 11 changed to, "The term of this Agreement is for a five (5) year period beginning January 1, 2020, and ending December 31, 2024."
- Page eight, paragraph 27, the in-effect starting date is January 1, 2020.
- Page nine is updated to reflect the current acting McHenry County Board Chairman Jack D. Franks and McHenry County Clerk Joseph J. Tirio.
- The footer format is changed in the document to reflect the page number and total pages of the document.

FINANCIAL IMPACT

When staffing allows officers are assigned as part of their regular workweek. When staffing is at minimum required levels, assignments are made to available officers at the officer's overtime rate. Overtime pay is budgeted in the patrol overtime budget for the assignments.

ATTACHMENTS

1. 2020-2024 McHenry County Gang Task Force IGA

RECOMMENDED MOTION

Motion to approve the agreement between the Lake in the Hills Police Department and the McHenry County Sheriff's Office.

INTERGOVERNMENTAL AGREEMENT

FOR

McHENRY COUNTY GANG TASK FORCE

This Agreement is made and entered into this _____ day of December, 2019, by and between the COUNTY OF McHENRY, a body politic and corporate of the State of Illinois (hereinafter referred to as the "COUNTY"), the McHENRY COUNTY SHERIFF (hereinafter referred to as the "SHERIFF"), and the Municipalities of the VILLAGE OF ALGONQUIN, VILLAGE OF CARY, CITY OF CRYSTAL LAKE, VILLAGE OF FOX RIVER GROVE, CITY OF HARVARD, VILLAGE OF HEBRON, VILLAGE OF HUNTLEY, VILLAGE OF ISLAND LAKE, VILLAGE OF JOHNSBURG, VILLAGE OF LAKE IN THE HILLS, VILLAGE OF LAKEMOOR, CITY OF MARENGO, MCHENRY COUNTY CONSERVATION DISTRICT, CITY OF MCHENRY, VILLAGE OF MCCULLOM LAKE, VILLAGE OF OAKWOOD HILLS, VILLAGE OF RICHMOND, VILLAGE OF SPRING GROVE, VILLAGE OF WONDER LAKE and CITY OF WOODSTOCK, (hereinafter referred to collectively as the "MUNICIPALITIES" and individually as "MUNICIPALITY").

WHEREAS, the COUNTY, the SHERIFF, and the MUNICIPALITIES are authorized by the terms and provisions of 5 ILCS 220/5 *et. seq.*, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly; and

WHEREAS, the Parties mutually desire to become members of the McHenry County Gang Task Force unit for the purpose of providing law enforcement services at events and law enforcement operations within unincorporated and incorporated McHenry County in accordance with the terms and conditions set forth below.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree as follows:

Members and Jurisdiction

1. Each of the signatories to this agreement is a member ("Member") of the McHenry County Gang Task Force unit for the purpose of providing law enforcement services at events and law enforcement operations within unincorporated and incorporated McHenry County.

2. Each MUNICIPALITY shall appoint one or more officer(s) from its respective police department to the gang task force unit. The SHERIFF shall appoint one or more deputies to the gang task force unit.

3. The SHERIFF shall authorize the appointed municipal police officers to perform the law enforcement functions described under this Agreement outside of their respective municipal jurisdictions within McHenry County until notified otherwise by the COUNTY or the SHERIFF.

Command and Control

4. A request for services provided by the McHenry County Gang Task Force shall be submitted to the SHERIFF via email or in writing. All requests may be approved or denied at the SHERIFF'S discretion. In the absence of a written or emailed request or confirmation, the organized presence of the task force in a member jurisdiction shall carry a presumption of being requested by that MUNICIPALITY.

5. The Chief of Police (or his/her designee) of the MUNICIPALITY in which the McHenry County Gang Task Force unit has been requested to provide services shall command and control the unit for the duration of such assistance. Should services be required outside the jurisdiction after the services have commenced, command and control shall remain with the Chief of Police (or his/her designee) of the MUNICIPALITY in which the McHenry County Gang Task Force unit has been requested to provide services.

6. The SHERIFF shall command and control the gang task force unit in unincorporated McHenry County and when the unit is requested to provide services in a municipality which is not a party to this Agreement.

Defense and Indemnification

7. a. The Member in command and control of the gang task force during a period of assistance shall assume the defense of and hold harmless all other Members of the gang task force unit, their officers, deputies and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other Members, their officers, deputies or employees may hereafter sustain, incur, or be required to pay, arising solely or in part due to any act or omission of any Member, its officers, agents, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement; provided, however, that no indemnification is required for the payment of judgments or settlements of suits or claims arising out of the gross negligence or willful misconduct by another Member or its employees or agents. The Members agree to enter into a joint defense agreement and to cooperate in the defense of this matter to carry out the intent of this section to the extent allowed by law.

b. This Agreement does not create an independent operating body, but merely provides for shared services and allocation of duties and risk as described in this Agreement. However, in the event of a claim for any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees in which the "McHenry County

Gang Task Force” itself is named – instead of or in addition to any of the Members of this Intergovernmental Agreement -- then the obligations described in Section 6.a. above shall also apply to the “McHenry County Gang Task Force”. However, the indemnifying Member may act to have any claims against the “McHenry County Gang Task Force” as a separate entity dismissed from any lawsuit or claim of any sort.

Employment Status and Liability

8. For all purposes under this Agreement, an officer or deputy that is employed by a Member and acting under color of this Agreement shall be and remain an employee of such Member, and shall not be considered an employee of any other Member, regardless of which Member is commanding and controlling the action of the McHenry County Gang Task Force unit during a period of assistance.

9. Each Member shall be solely responsible for the payment of wages, health, welfare and pension benefits, worker’s compensation, unemployment compensation, disability benefits, and all other benefits and payments resulting from the employment relationship. Neither the COUNTY nor any other Member shall be responsible for payment of worker’s compensation, unemployment compensation, disability or death benefits, or any other employee benefits to any employee of another Member as a consequence of the performance of this Agreement.

10. Each Member waives all claims against all other parties to this Agreement for compensation for any loss, damage, personal injury, or death occurring to its respective personnel and/or equipment as consequence of the performance of this Agreement. Notwithstanding anything to the contrary in this Agreement, no Member waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents and nothing in this paragraph in any way diminishes the Members’ defense and indemnification obligations under paragraph 6 of this Agreement.

Term, Withdrawal and Termination

11. The term of this Agreement is for a five (5) year period beginning January 1, 2020 and ending December 31, 2024.

12. Each Member may withdraw their officer(s) from the gang task force unit upon thirty (30) days written notice of withdrawal to the other parties, the effect of which shall terminate their rights, obligations and privileges under this Agreement. A Member that has withdrawn assumes no responsibility for the actions of the remaining Members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal, including all defense and indemnification obligations imposed under paragraph. No Member shall be liable to any other member for its failure or refusal to provide appoint personnel or for the withdrawal as a Member or of personnel from the unit. Withdrawal of a Member shall not affect the continuation of this Agreement as to any other Member not indicating an intention to withdraw as provided herein.

13. The COUNTY or the SHERIFF may terminate this Agreement upon thirty (30) days written notice of termination to the other parties, provided, however, all defense and indemnification obligations imposed under paragraph 7 for acts or omissions occurring prior to the effective date of termination shall survive the termination this Agreement.

Insurance

14. Each Member shall be responsible for maintaining for the duration of this Agreement its own insurance with respect to its liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including the performance of this Agreement. Such insurance shall be maintained through qualified insurers and/or a self-insured governmental risk pool, and shall provide, at a minimum, the following coverages and liability limits:

- (a) Public Entity Liability, including but not limited to broad form general liability for personal injury and property damage, automobile liability for owned, non-owned and hired vehicles, public officials liability, and law enforcement liability; all such coverage shall provide contractual liability coverage for liability assumed in this Agreement and have limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- (b) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$1,000,000 for each incident.

15. The insurance required in this Agreement shall not include in the policy or any endorsements thereto any exclusion or limitations of contractual liability, any amendment of the insured contract definition or modification of the exception to the employers' liability exclusion or endorsements ISO CG 2139 or ISO CG 2426.

16. The Members agree that with respect to the above required insurance that:
- (a) The Members shall provide each other with Certificates of Insurance evidencing the above required insurance, within thirty (30) days of commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
 - (b) The Members shall provide each other with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change in insurance coverage; and

- (c) Insurance Notices and Certificates of Insurance shall be provided to all of the Parties in accordance with paragraph 23, with an additional notice to the COUNTY's risk management division at:

Deputy County Administrator/Risk Management
McHenry County Administration
2200 N. Seminary Avenue
Woodstock, Illinois 60098

General Terms and Conditions

17. No person shall illegally be excluded from employment rights or participation in, or be denied the benefits of, the program which is the subject of this Agreement on the basis of race, religion, color, sex, age, disability, or national origin.

18. It is understood and agreed that the entire Agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof. This Agreement may be amended by mutual consent of all of the parties, which shall be signed and executed with the same formality with which this instrument was executed.

19. This Agreement should not be construed or interpreted as furthering the duties, functions or responsibilities of the SHERIFF, the COUNTY or the MUNICIPALITIES beyond those tenets outlined in this Agreement.

20. No claim for services furnished by the MUNICIPALITIES, not specifically provided in this Agreement, will be allowed by the COUNTY and SHERIFF, nor shall the MUNICIPALITIES do any work or furnish any additional services not covered by this Agreement, unless it is approved in writing by the COUNTY. Such approval shall be considered to be a modification of this Agreement.

21. The Members may not assign, transfer or otherwise convey their rights or obligations under this Agreement without the prior written consent of all the Members.

22. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such an event, any Member may terminate this Agreement forthwith upon the delivery of written notice of termination to the other parties.

23. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the MUNICIPALITIES (including its officers, employees and

agents) as agents, representatives, or employees of the COUNTY or the SHERIFF for any purpose, or in any manner, whatsoever.

24. All notices permitted or required under this Agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the addresses stated:

To the SHERIFF: Sheriff Bill Prim
McHenry County Sheriff's Department
2200 North Seminary Avenue
Woodstock, IL 60098

To the COUNTY: Peter Austin
County Administrator
2200 North Seminary Avenue
Woodstock, IL 60098

To the MUNICIPALITIES: Village Manager
Village of Algonquin
2200 N. Harnish Drive
Algonquin, IL 60120

Mayor
Village of Cary
655 Village Hall Drive
Cary, IL 60013

Mayor
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Village of Fox River Grove
305 Illinois Street
Fox River Grove, IL 60021

City Administrator
City of Harvard
201 W. Front Street
Harvard, IL 60033

President
Village of Hebron
12007 Prairie Avenue
P.O. Box 372
Hebron, IL 60034

Assistant Village Manager
Village of Huntley
10987 Main Street
Huntley, IL 60142

Mayor
Village of Island Lake
3720 Greenleaf Avenue
Island Lake, IL 60042

Village of Johnsburg
1515 Channel Beach Avenue
Johnsburg, IL 60051

Director of Public Safety
& Village President
Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL 60156

Village of Lakemoor
28874 IL Route 120, Suite C & D
Lakemoor, IL 60051

Mayor
City of Marengo
132 E. Prairie Street
Marengo, IL 60152

Executive Director
McHenry County Conservation District
18410 U.S. Highway 14
Woodstock, IL 60098

Mayor
City of McHenry
333 S. Green Street
McHenry, IL 60050

Village of McCullom Lake
4811 W. Orchard Drive
McCullom Lake, IL 60050

President
Village of Oakwood Hills
3020 North Park Drive
Oakwood Hills, IL 60013

Village of Richmond
5600 Hunter Drive
Richmond, IL 60071

President
Village of Spring Grove
7401 Meyer Road
Spring Grove, IL 60081

President
Village of Wonder Lake
4444 Thompson Road
Wonder Lake, IL 60097

Mayor
City of Woodstock
121 W. Calhoun Street
Woodstock, IL 60098

The SHERIFF and the COUNTY shall be entitled to separate copies of each Notice. Any Notice transmitted by first class United States Mail shall be deemed received on the second business day following its deposit in a United States Mail receptacle. The term "business day" shall not include Saturdays, Sundays or any other day declared to be a legal holiday in the State of Illinois by State Statute.

25. The laws of the State of Illinois shall control the interpretation of this Agreement.

26. Each person signing this Agreement on behalf of one of the parties agrees, represents and warrants that he or she has been duly and validly authorized to execute this Agreement on behalf of their party.

27. This Agreement may be executed in counterparts and shall be considered in effect starting January 1, 2020 upon execution by the COUNTY, SHERIFF, and at least one additional party.

28. The SHERIFF shall have the authority to approve the addition of parties not listed in this Agreement, provided that the additional members are located in McHenry County and are legally authorized to enter into such an agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

County of McHenry

ATTEST:

By: _____
Jack D. Franks, Chairman
McHenry County Board

Joseph J. Tirio
McHenry County Clerk

Date: _____

Date: _____

McHenry County Sheriff Department

By: _____
Bill Prim, Sheriff

Date: _____

Village of Algonquin

Village of Cary

By: _____

By: _____

Date: _____

Date: _____

City of Crystal Lake

Village of Fox River Grove

By: _____

By: _____

Date: _____

Date: _____

City of Harvard

By: _____

Date: _____

Village of Hebron

By: _____

Date: _____

Village of Huntley

By: _____

Date: _____

Village of Island Lake

By: _____

Date: _____

Village of Johnsburg

By: _____

Date: _____

Village of Lake In The Hills

By: _____

Date: _____

Village of Lakemoor

By: _____

Date: _____

City of Marengo

By: _____

Date: _____

McHenry County Conservation District

By: _____

Date: _____

City of McHenry

By: _____

Date: _____

Village of McCullom Lake

By: _____

Date: _____

Village of Oakwood Hills

By: _____

Date: _____

Village of Richmond

By: _____

Date: _____

Village of Spring Grove

By: _____

Date: _____

Village of Wonder Lake

By: _____

Date: _____

City of Woodstock

By: _____

Date: _____



REQUEST FOR BOARD ACTION

MEETING DATE: October 8, 2019

DEPARTMENT: Police

SUBJECT: Ordinance - Amending Chapter 43, Section 43.25, and Appendix B of the Municipal Code

EXECUTIVE SUMMARY

In response to the State of Illinois approval of the Cannabis Regulation and Tax Act that takes effect January 1, 2020, the Police Department has prepared text amendments to Chapter 43, "Offenses Against Public Peace, Safety, and Morals," Section 43.25, "Cannabis, Synthetic Alternative Drugs, and Drug Paraphernalia." The attached text amendments bring the Municipal Code into compliance with the State-level changes to recreational use, possession, cultivation, medical use, public use, and public display of cannabis.

The proposed changes also include a text amendment to the fee schedule, Appendix B of the Municipal Code. The penalty for any violation of these provisions has been adjusted to not less than \$200 and no more than \$300 for a first offense and not less than \$400 and not more than \$600 for any subsequent offenses.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. An Ordinance Amending Chapter 43, Section 43.25, and Appendix B of the Municipal Code

RECOMMENDED MOTION

Motion to adopt the Ordinance and approve amendments to Chapter 43 and Appendix B of the Village's Municipal Code.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019 - _____

An Ordinance Amending Chapter 43, Offenses Against Public Peace, Safety and Morals, Section 43.25, Cannabis, Synthetic Alternative Drugs, and Drug Paraphernalia, and Appendix B, Comprehensive Fine and Fee Schedule of the Lake in the Hills Municipal Code

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety and welfare of the citizens; and

WHEREAS, the State of Illinois enacted the Cannabis Regulation and Tax Act (the "Act"), which pertains to the possession, use, cultivation, transportation and dispensing of adult-use cannabis, which became effective June 25, 2019; and

WHEREAS, pursuant to the Act, the Village of Lake in the Hills may enact reasonable ordinances not in conflict with the Act; and

WHEREAS, the Village desires to prohibit the use of cannabis in public.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, as follows:

SECTION 1: The *Cannabis, Synthetic Alternative Drugs, and Drug Paraphernalia* section of Chapter 43, Offenses Against Public Peace, Safety and Morals, Section 43.25, of the Lake in the Hills Municipal Code shall be retitled as *Cannabis and Synthetic Alternative Drugs*.

SECTION 2: Chapter 43, Offenses Against Public Peace, Safety and Morals, Section 43.25, Cannabis and Synthetic Alternative Drugs, Subsection A, Cannabis, of the Lake in the Hills Municipal Code shall be amended by adding the underlined language and deleting the stricken language as follows:

A. CANNABIS

1. DEFINITIONS: For purposes of this Section, cannabis is defined as in 720 ILCS 550/3(a), as amended.
2. POSSESSION PROHIBITED: It shall be unlawful for any person who is under the age of 21 to knowingly possess up to 30 grams of any substance containing cannabis within the corporate limits of the Village. Further, it shall be unlawful for any person to possess any substance containing cannabis within the corporate limits of the Village:
 - (a) in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act;
 - (b) on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act;
 - (c) in any correctional facility;
 - (d) in a vehicle not open to the public unless the cannabis is in a reasonably secured, sealed container and reasonably inaccessible while the vehicle is moving;
 - (e) in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises;
 - (f) in any part of a building owned in whole or in part, or leased, by the Village; or
 - (g) in any other manner prohibited by state statutes, as they may be amended from time to time.
3. POSSESSION LIMITED:
 - (a) Other than as set forth in Section 43.25(A)(2), it shall be unlawful for any person who is 21 years of age or older and a resident of the State of Illinois to cumulatively possess within the corporate limits of the Village:
 - (i) more than 30 grams of cannabis flower;
 - (ii) more than 500 milligrams of THC contained in a cannabis-infused product; or,
 - (iii) more than 5 grams of cannabis concentrate.

Notwithstanding the foregoing, it shall not be unlawful for registered qualifying patients under the Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.) to possess more than 30 grams of any cannabis produced by cannabis plants grown under 10-5(b) of the Cannabis Regulation and Tax Act, provided any amount of cannabis produced in excess of 30 grams of raw cannabis or its equivalent must remain secured within the residence or residential property in which it was grown.

(b) Other than as set forth in Section 43.25(A)(2), it shall be unlawful for any person who is 21 years of age or older and not a resident of the State of Illinois to cumulatively possess within the corporate limits of the Village:
(i) more than 15 grams of cannabis flower;
(ii) more than 250 milligrams of THC contained in a cannabis-infused product; or,
(iii) more than 2.5 grams of cannabis concentrate.

4. CULTIVATION PROHIBITED: It shall be unlawful for i) any person who is under the age of 21, or ii) any person who is 21 years of age or older and not a registered qualifying patient under the Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.), to cultivate cannabis plants within the corporate limits of the Village. Further, it shall be unlawful for any person to cultivate cannabis plants within the corporate limits of the Village in any other manner prohibited by state statutes, as they may be amended from time to time.

5. CULTIVATION LIMITED: It shall be unlawful for any person who is 21 years of age or older and a registered qualifying patient under the Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.) to cultivate cannabis plants within the corporate limits of the Village:

(a) unless the person has been a resident of the State of Illinois for more than 30 days before cultivation;
(b) in excess of 5 plants that are more than 5 inches tall per household without a cultivation center or craft grower license;
(c) outside of an enclosed, locked space;
(d) using cannabis seeds purchased from somewhere other than a dispensary for the purpose of home

- cultivation and seeds may not be given or sold to any other person;
- (e) in a location where they are subject to ordinary public view (within the sight line with normal visual range of a person, unassisted by visual aids, from a public street or sidewalk adjacent to real property, or from within an adjacent property);
 - (f) without reasonable precautions to ensure the cannabis plants are secure from unauthorized access, including unauthorized access by a person under 21 years of age;
 - (g) on non-residential property and property that is not lawfully in possession of the cultivator or without the consent of the person in lawful possession of the property.
 - (h) in a dwelling, residence, apartment, condominium unit, enclosed, locked space, or piece of property which has not been divided into multiple dwelling units and contains in excess of 5 plants at any one time; or,
 - (i) unless residing at the residence where the cannabis plants are located, except that a registered qualifying patient's authorized agent may tend to the cannabis plants if attending to the residence for brief periods, such as when the qualifying patient is temporarily away from the residence.

A registered qualifying patient who cultivates more than the allowable number of cannabis plants, or who sells or gives away cannabis plants, cannabis, or cannabis-infused products produced under this Section, is liable for penalties as provided by law, including the Cannabis Control Act, in addition to loss of home cultivation privileges as established by rule.

36. MEDICAL USE OF CANNABIS: Notwithstanding the foregoing, it shall not be unlawful for any ~~individual~~ registered qualifying patients to possess cannabis consistent with the Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.), as amended, the terms of which are incorporated herein.

7. PUBLIC USE OF CANNABIS: It shall be unlawful for any person to use cannabis:

- (a) in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act;
- (b) on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act;
- (c) in any correctional facility;
- (d) in any motor vehicle;
- (e) in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises;
- (f) in any public place or privately owned parking lot or walkway where retail business is conducted (as used in this Section, "public place" means any part of a building or property owned in whole or in part, or leased, by the Village, parks, and sidewalks);
- (g) knowingly in close physical proximity to anyone under 21 years of age who is not a registered medical cannabis patient under the Compassionate Use of Medical Cannabis Pilot Program Act.
- (h) in any other manner prohibited by state statutes, as they may be amended from time to time.

8. PUBLIC DISPLAY OF CANNABIS: It shall be unlawful for any person to display cannabis in any public place (as used in this Section, "public place" means any part of a building or property owned in whole or in part, or leased, by the Village, parks, and sidewalks).

49. VIOLATION; PENALTY: Whoever violates any provision of this Section 43.25 shall be fined as follows: ~~not less than \$100 and not more than \$200 if the amount possessed is less than 10 grams;~~ not less than \$200 and not more than \$300 ~~if the amount possessed is 10 to 30 grams~~ for a first offense; not less than \$400 and not more than \$600 ~~if the amount possessed is 10 to 30 grams~~ for a subsequent offense. Each day that a violation continues shall be considered a separate offense.

SECTION 3: Chapter 43, Offenses Against Public Peace, Safety and Morals, Section 43.25, Cannabis and Synthetic Alternative Drugs, Subsection C, Drug Paraphernalia, of the Lake in the Hills Municipal Code shall be amended by deleting it in its entirety.

SECTION 4: Appendix B, Comprehensive Fine and Fee Schedule, Section 1: Penalties Eligible for Chapter 15, Code Hearing Department and/or Prosecution, shall be amended by adding the following into said Section:

<u>Section or Chapter</u>	<u>Offense</u>	<u>Starting Fine</u>	<u>Maximum Fine</u>
<u>Section 43.25</u>	<u>Cannabis and Synthetic Alternative Drugs - First Offense</u>	<u>\$200.00</u>	<u>\$300.00</u>
<u>Section 43.25</u>	<u>Cannabis and Synthetic Alternative Drugs - Subsequent Offense</u>	<u>\$400.00</u>	<u>\$600.00</u>

SECTION 5: If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

SECTION 6: This Ordinance shall be in full force upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law, provided, however, that the offenses provided for herein shall take effect on the first day of January, 2020.

Passed this 10th day of October 2019 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 10TH DAY OF OCCTOBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____



REQUEST FOR BOARD ACTION

MEETING DATE: October 8, 2019

DEPARTMENT: Public Works

SUBJECT: Motion to waive the competitive bidding process and approve payment to Municipal Well and Pump of Waupun, WI, in the amount of \$137,745.50 for repairs to Well 15.

EXECUTIVE SUMMARY

In March of this year, the Well 15 water treatment facility was taken out of service by Village staff because the pump and motor that pumps water from the underground aquifer to the facility failed due to a thrust bearing failure. This was the third time the well pump suffered a thrust bearing failure since it was installed approximately three years ago. Shortly after the well pump failed, Municipal Well and Pump, the contractor that furnished and installed it, removed and transported the pump to the manufacturer's representative for repair and investigation.

After investigating the cause of the failure, it was discovered that a flaw in the design of the water treatment facility has been causing the well pump thrust bearing failures. Specifically, the water treatment facility lacked a vacuum regulator valve, which caused the well pump to start up under much greater pressure than its design allows, which resulted in the failure. The vacuum regulator valve is a necessary component to the operation of the facility, and was omitted from the design of the well house in the early 2000's.

Based on these findings, the well pump failures are due to a water treatment facility design flaw and not the manufacture or installation of the pump and motor. Municipal Well and Pump is requesting to be reimbursed for the costs associated with the most recent well pump failure. They are not seeking reimbursement for the previous well pump failures.

Due to the nature of the failure of the pump and motor, Village staff recommend payment in the amount of \$137,745.50 to Municipal Well and Pump as reimbursement for the costs associated with the most recent well pump repair and reinstallation. Village staff have discussed this loss with the Intergovernmental Risk Management Agency (IRMA), which serves as the Village insurance provider, and have filed a claim for the loss. Initial conversations suggest that because the water treatment facility was designed and built in the early 2000's, the date of the loss may be beyond the statute of limitations to file a claim. Village staff will update the Village Board of Trustees when IRMA has made a final determination regarding this loss.

FINANCIAL IMPACT

The Village's 2019 budget does not include funds for this project as this loss was unanticipated. The payment of \$137,745.50, will be paid out of 520.00.00.80.20, which is a Water Fund capital account used for well upgrades and repairs.

ATTACHMENTS

1. Well 15 Investigation Report
2. Municipal Well and Pump Invoice

RECOMMENDED MOTION

Motion to waive the competitive bidding process and approve payment to Municipal Well and Pump of Waupun, WI, in the amount of \$137,745.50 for repairs to Well 15.



September 18, 2019, Rev. 1

Lake in the Hills Public Works Department
Mr. Ryan McDillon
9010 Haligus Road
Lake in the Hills, IL 60156

via email: rmdillon@lith.org

Re: Well #15 Installation Investigation

Dear Mr. McDillon:

As you recall, it was determined that the recent motor failure at well #15 was again due to the thrust bearing failing. We completed removal of the unit on March 12th, 2019. The unit was crated and prepped for shipment on March 14th. The motor shipped out on Monday March 18th, along with the bowl assembly to Gicon Pumps and Equipment for tear down of both the motor and the bowl assembly.

The report was previously sent to you. As stated, the thrust bearing failure is indicative of a catastrophic event or events that would cause this.

Taking a brief historical review, we first removed a Byron Jackson motor that had failed in May of 2016. This Byron Jackson motor was inspected and also failed from a thrust bearing failure. This unit was replaced with an Indar unit and started up in July of 2016. The bowl unit was rebuilt at that time and some column pipe repaired. A factory string test was done on the pump and motor before shipment.

In February of 2017 the well went down and the cause of failure at that time was the thrust bearing in the motor. This complete removal, repair and reinstallation was covered under warranty by Municipal Well & Pump and Gicon Pump and Equipment. We chalked up this failure as “one of those things” and covered all labor and material repairs. We are not seeking any compensation for the work in 2017. The equipment was reinstalled in April of 2017 and operated without incident until March of 2019, nearly two years.

Based on an initial electrical investigation by NC Electric, it appeared that the thrust bearing was again at fault. The windings of the motor checked good, and the well pump was delivering the required amount of water at the time of failure. The well pump was pulled in March of 2019 and both the pump and motor were shipped to Gicon Pumps and Equipment for analysis of failure.

As stated above, this last failure was again attributed to the thrust bearing. Even though the motor was out of its warranty period, (Standard warranty is 1-year) we had conversations with yourself and Mr. Dan Kaup that this is not the run time that any of us were looking for. We agreed that Municipal Well &

Pump would investigate further by removing the pump and motor until we could confirm why the unit had failed.

The bowl assembly was in good shape and required basic rebuilding of bearings, wear rings and bowl shaft.

Further on-site investigation and analysis of SCADA data was requested and supplied to us. As stated in our meeting with yourself on April 24th we could not come to a conclusion with the data supplied to us. The data provided did give us some electrical and operation history that was required to assist us in arriving at a conclusion. There were some idiosyncrasies' in the data, however, and it was attributed to possible fiber optic interference or cell tower interference.

This left all of us in a predicament. In order to determine if there are any issues with the electrical supply, controls or operations, we needed to have the well pump operational. In addition, we needed to connect sophisticated electrical and pressure/vacuum recording devices to see exactly how the installation was operating.

Municipal Well & Pump and Gicon Pumps and Equipment felt that there was something happening to cause the failure of the thrust bearing. This type of failure is indicative of "possibly" the unit back spinning from a shutdown and starting back up during the backspin time. However, in order to make that determination, we needed the recording equipment installed and the data recorded properly.

Mr. Mike Cleary of NC Electric installed the required electrical recording equipment. In addition, Municipal Well & Pump installed pressure/vacuum recording equipment to verify discharge pressure during start-up, during operation and on shut down. The operation of the well pump would be for a short time to record and analyze the operational data. The writer was on site during the entire testing period.

Recall also that when we televised, there was 62-feet of fill in the well. We recommend that this be cleaned out prior to pump installation, which was approved by Lake in the Hills. This was completed by Municipal Well & Pump.

As stated in our letter of May 6th, Municipal Well & Pump provided estimated costs for the work associated to well #15. If the failure was determined to be a workmanship issue or equipment issue, Municipal Well & Pump would stand behind the repairs. Should an issue be determined to be that outside the scope of Municipal Well & Pump or Gicon, Lake in the Hills would be responsible. We discussed this solution verbally with Mr. Kaup and yourself, and granted this was a strange situation, we all felt it was the proper way to handle it at the time.

Municipal Well & Pump authorized Gicon Pumps and Equipment to repair the motor and rebuild the bowl assembly. When completed, the motor and bowl were factory tested together prior to shipment and reinstallation.

Recall that both in 2016 and 2017, the pump and motor were factory tested together prior to shipment too. This testing ensures that the pump and motor are performing as they should.

As stated in the letter of May 6th, the breakdown of the work anticipated was as follows:

1) Pump removal	
a. Two men & Rig, 21-hours @\$558.00/hr.	\$11,718.00
b. Three men & Rig, 28-hours @\$690.00/hr.	19,320.00
c. Shop, 12-hours @\$163.00/hour	1,956.00
d. Freight to Gicon	2,244.00
2) Well Televising	2,850.00
3) Bail fill material Estimate 40-hours @558.00/hour	22,320.00
4) Dumpster & Disposal, estimate only	3,000.00
5) Motor Repair	23,680.00
6) Pump Repair	12,669.00
7) Return Freight (estimate)	2500.00
8) Pump Installation (estimate & duplicate of pull)	32,994.00
9) Start-up (estimate)	2500.00
10) NC Electric Charges	<u>T.B.D.</u>
	Total Estimate <u>\$137,751.00</u>

As a side note, Municipal Well & Pump has installed numerous Indar units since 2004 and these two are our only failures, whether a warranty or non-warranty issue. Our point being these units have been very reliable.

On July 23, 2019, after installation of the well pump was completed, we started up the equipment. The electrical starter had NC Electrics recording equipment and the discharge pipe from the well had the pressure/vacuum recording equipment installed by Municipal Well & Pump. Recorded data is as follows:

Time	Reservoir Level in feet	Discharge Pressure-digital in psi	Vacuum Pressure in torrents	GPM	Amperage	Voltage	Remarks
10:00am		45	0	1245			
10:06		46	0	1240			
10:10	3.5	45	0	1225			Reservoir level shut off is 7.5-feet. Booster pump running at 970GPM.
10:20		45	0	1210			
10:30	4.2	43	0	1200			
10:40	5.2	44	0	1200	73		
10:50	5.3	44	0	1195	73		
11:00	5.9	44	0	1190	73		
11:10	6.2	44	0	1185	73		
11:20	6.7	44	0	1185	73		
11:30	7.2	43	0	1180	72.8		
11:35	7.5	0	700	0	0		Well Pump OFF

11:36		0	673	0	0		1-torrent=0.01934psi
11:37		0	666	0	0		
11:38		0	687	0	0		
11:39		0	684	0	0		
11:40		0	681	0	0		
11:41		0	674	0	0		
11:42		0	665	0	0		
11:43		0	657	0	0		
11:44		0	648	0	0		
11:45		0	638	0	0		
11:50							Well Pump ON
11:55		49	0	1235			
12:00		49	0	1230			
12:12		49	0	1228			
12:13		49	0	1224			End of recording data. Shut pump off.

The result of this test shows two things. First, there is no air/vacuum valve on the piping to allow the air to expel on pump start, and more importantly not allow air to enter the water column when the pump shuts off. With a static water level of approximately 492-feet, the water column inside the 10-inch pipe is being held back.

With the pump/motor starting up in this fashion, the thrust bearing is taking a severe hit due to excessive column of water above the pump. Whereas this does not potentially cause an immediate failure, over time, the thrust bearing eventually gives out.

In addition, during the normal operating cycle, the well is delivering 1200-gallons per minute and the booster is pumping out of the reservoir at about 970-gallons per minute. The well pump shuts off only for a short time, basically 15-minutes, before it is called again to start up when the reservoir level gets low.

It would be VERY desirable and strongly recommended to have the well pump and booster pump pace together to eliminate the starting and stopping. Note that we do not know how many times the well pump shuts off and restarts after 15-minutes during a typical cycle. Extending the run time of the well pump is desirable, if not mandatory. You have decreased the GPM output of the well by throttling the gate valve, but that can only do so much.

We installed the new air/vacuum valve on the piping. We have included that billing from DeFranco Plumbing who handled the installation of the valve and the cost of the 2-inch Val-matic valve. The piping from the air-vacuum valve was originally set up to discharge to a floor drain, however the hydrogen-sulfide from the well was too strong and the pipe was vented outside.

We are including our invoice for work completed. It totals \$137,745.50. The cleaning out was previously billed and paid for.

Municipal Well & Pump and all parties involved appreciate the patience and cooperation of all parties involved. Arriving at the root cause of failure is gratifying.

Very Truly Yours,
MUNICIPAL WELL & PUMP

Dick Milaeger

Richard N Milaeger
Vice President

CC: Mr. Dan Kaup, Village of Lake in the Hills

via email: dkaup@lith.org



Invoice

Invoice Number:

16016

Invoice Date:

Aug 30, 2019

Page:

1

Sold To:

Lake In The Hills, Vil Of
 Ryan McDillon
 9010 Haligus Road
 Lake In The Hills, IL 60156

Project Number	Payment Terms	Sales Representative Name
MD19-174	Net 30 Days	Richard N. Milaeger

Quantity	Description	Unit Price	Extension
	Lake In The Hills Well No. 15		
	. March 5, 2019 - Prep and load equipment, load cable spooler, tongs and wrenches. Drive to site and park equipment.		
9.50	Two men and a Rig	558.00	5,301.00
	. March 6, 2019 - Set-up equipment, take well head apart, disconnect wires, lift pump off pitless, pull 100 feet of pump.		
10.00	Two men and a Rig	558.00	5,580.00
	. March 7, 2019 - Continue pulling pump. 600 feet total out.		
10.00	Three men and a Rig	690.00	6,900.00
	. March 8, 2019 - Continue pulling pump. All column pipe out - leave bowl and motor in well, store cable in building.		
8.50	Three men and a Rig	690.00	5,865.00
	. March 11, 2019 - Drive to site, remove pump and motor,		

**REMIT TO: Municipal Well & Pump
 PO Box 311
 Waupun, WI 53963**

Subtotal

Continued

Sales Tax

Continued

TOTAL

Continued

Invoices greater than 30 days old are subject to a finance charge of 1.0% per month.



Invoice

Invoice Number:

16016

Invoice Date:

Aug 30, 2019

Page:

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Sold To:

Lake In The Hills, Vil Of
 Ryan McDillon
 9010 Haligus Road
 Lake In The Hills, IL 60156

Project Number	Payment Terms	Sales Representative Name
MD19-174	Net 30 Days	Richard N. Milaeger

Quantity	Description	Unit Price	Extension
7.50	separate each and load each onto skids. Tear down rig and clean-up. Three men and a Rig	690.00	5,175.00
3.00	March 12, 2019 - Load plywood and materials, return to base. Prep motor for shipment, inspect pump bowl assembly. Three men and a Rig	690.00	2,070.00
12.00	Shop - Two Men	163.00	1,956.00
	Motor Freight to Gicon Pumps and Equipment		2,244.00
	Well Televising		2,850.00
13.50	June 24, 2019 - Load equipment for pump installation, load tongs and wrenches. Drive to site, set-up pump service rig and unload three sections of pipe. Unload motor, stage pump. Two Men and a Rig	558.00	7,533.00

**REMIT TO: Municipal Well & Pump
 PO Box 311
 Waupun, WI 53963**

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

Invoices greater than 30 days old are subject to a finance charge of 1.0% per month.



Invoice

Invoice Number:

16016

Invoice Date:

Aug 30, 2019

Page:

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Sold To:

Lake In The Hills, Vil Of
 Ryan McDillon
 9010 Haligus Road
 Lake In The Hills, IL 60156

Project Number	Payment Terms	Sales Representative Name
MD19-174	Net 30 Days	Richard N. Milaeger

Quantity	Description	Unit Price	Extension
12.50	<p>June 25, 2019 - Stage pipe, couple pump to motor, balance motor (Meg reading: 14.5,24.1 & 30.8 gig-ohms). Loc-tite first joint into bowl, install cable guard and temperature wire, make splice.</p> <p>Two Men and a Rig</p>	558.00	6,975.00
13.00	<p>June 26, 2019 - Finish and protect splice, start to set pump. Chlorinate well and column pipe. 300 feet installed. (Med reading: 28.3,35.2,40.5 gig-ohms)</p> <p>Two Men and a Rig</p>	558.00	7,254.00
13.25	<p>June 27, 2019 - Clean pipe threads and couplings, continue setting pump. 520 feet installed. (Meg reading: 23.2,27.9 and 30.3 gig-ohms)(continually 1.09,1.09, 1.08).</p> <p>Two Men and a Rig</p> <p>NOTE: Some of our crews elect to work a summer schedule, which is 4 days, hence more hours per day.</p>	558.00	7,393.50

**REMIT TO: Municipal Well & Pump
 PO Box 311
 Waupun, WI 53963**

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

Invoices greater than 30 days old are subject to a finance charge of 1.0% per month.



Invoice

Invoice Number:

16016

Invoice Date:

Aug 30, 2019

Page:

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Sold To:

Lake In The Hills, Vil Of
 Ryan McDillon
 9010 Haligus Road
 Lake In The Hills, IL 60156

Project Number	Payment Terms	Sales Representative Name
MD19-174	Net 30 Days	Richard N. Milaeger

Quantity	Description	Unit Price	Extension
13.50	July 1, 2019 - Load discharge hose, piping and orifice. Drive to site, continue to clean threads and couplings and installing pump. 700 feet installed. (Meg reading: 37.1,47.4 and 48.2 gig-ohms) Two Men and a Rig	558.00	7,533.00
6.50	July 2, 2019 - Install last joint, set-down on pitless with new o-rings. Wire-up motor, connect discharge valving off hydrant and hose and orifice. Tear down rig and start to clean-up site. Three Men and a Rig	690.00	4,485.00
6.50	Tow Men and a Rig	558.00	3,627.00
10.75	July 3, 2019 - Finish piping, start-up, unit in wrong rotation. Switch leads and re-start. Clean-up site. Two Men and a Rig	558.00	5,998.50
4.00	July 8, 2019 - Unload truck and trailer. Shop - Two Men	163.00	652.00

**REMIT TO: Municipal Well & Pump
 PO Box 311
 Waupun, WI 53963**

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

Invoices greater than 30 days old are subject to a finance charge of 1.0% per month.



Invoice

Invoice Number:

16016

Invoice Date:

Aug 30, 2019

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Sold To:

Lake In The Hills, Vil Of
 Ryan McDillon
 9010 Haligus Road
 Lake In The Hills, IL 60156

Project Number	Payment Terms	Sales Representative Name
MD19-174	Net 30 Days	Richard N. Milaeger

Quantity	Description	Unit Price	Extension
12.00	July 11, 2019 - Drive to site, run well to waste, collect sample and deliver to lab, return. Two Men	163.00	1,956.00
6.00	August 8, 2019 - Drive to site, pick-up hose and orifice and piping. Pick-up Driver: NO CHARGE		
840.00	1" PVC drop pipe T&C	1.55	1,302.00
1.00	Factory test bowl/motor (\$3500.00 fee) - No Charge		
1.00	10" coupling w/setscrews	247.50	247.50
3.00	10" pipe cut and threaded	96.00	288.00
1.00	Precision Digital Recorder (\$2145.00) No Charge		
2.00	Baker O-rings	110.00	220.00
1.00	Motor repair including; teardown and inspection, sandblast parts, new Indar mechanical seal, radcal bearing, upper axial bearing, thrust bearing, lower axial bearing, new membrane, lower thrust housing.	23,680.00	23,680.00
1.00	Bowl repair including; teardown and inspection, new bowl	12,669.00	12,669.00

**REMIT TO: Municipal Well & Pump
 PO Box 311
 Waupun, WI 53963**

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

Invoices greater than 30 days old are subject to a finance charge of 1.0% per month.



Invoice

Invoice Number:

16016

Invoice Date:

Aug 30, 2019

Page:

6

Sold To:

Lake In The Hills, Vil Of
 Ryan McDillon
 9010 Haligus Road
 Lake In The Hills, IL 60156

Project Number	Payment Terms	Sales Representative Name
MD19-174	Net 30 Days	Richard N. Milaeger

Quantity	Description	Unit Price	Extension
	bearings, new wear rings, new 17-4 high strength bowl shaft, sand collar, cable guard.		
	Bowl/Motor return freight		2,850.00
	DeFranco Plumbing Labor & Material to Install Air-Vacuum Valve		4,457.00
	Valmatic 2-inch 102DWS air-vacuum valve		684.00

**REMIT TO: Municipal Well & Pump
 PO Box 311
 Waupun, WI 53963**

Subtotal	137,745.50
Sales Tax	
TOTAL	137,745.50

Invoices greater than 30 days old are subject to a finance charge of 1.0% per month.



REQUEST FOR BOARD ACTION

MEETING DATE: October 8, 2019

DEPARTMENT: Public Works

SUBJECT: Airport Ground Lease for Hangar PAP-18

EXECUTIVE SUMMARY

The Lake in the Hills Airport Rules and Regulations require airport tenants to enter into applicable leases, licenses, or storage agreements for Village owned hangers. Blue Skies Flying Services is requesting a new ground lease on Hangar PAP-18. This lease is for the period of October 11, 2019 through October 1, 2039. The lease includes an option to renew for four additional five-year terms.

Mike Carzoli has signed the appropriate lease form and submitted acceptable proof of insurance. A background check was not conducted as Blue Skies is already an airport tenant.

FINANCIAL IMPACT

The Airport Fund will receive \$2,390.04 annually from the ground lease, subject to annual increases approved by ordinance.

ATTACHMENTS

1. Proposed Ordinance
2. PAP-18 Ground Lease

RECOMMENDED MOTION

Motion to approve the ordinance and authorize the Village President and Village Clerk to sign the ground lease for Hangar PAP-18 with Blue Skies Flying Services.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-_____

**An Ordinance Authorizing the Approval of a Ground Lease
between the Village of Lake in the Hills and Blue Skies
Flying Services for PAP-18**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, as follows:

SECTION 1: That the President is hereby authorized to enter into a Ground Lease between the Village and Blue Skies Flying Services, care of Mike Carzoli, for PAP-18 at the Lake in the Hills Airport:

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 10th day of October, 2019 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 10TH DAY OF OCTOBER, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS
LAKE IN THE HILLS AIRPORT GROUND LEASE

THIS GROUND LEASE (this “Lease”) made and entered into at Lake in the Hills, Illinois, this 11th day of October, 2019 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Lessor”) and Blue Skies Mike Carzoli (the “Lessee”).

WITNESSETH:

WHEREAS, the Lessor does hereby let and lease to the Lessee the parcel of property depicted on Exhibit A attached to and by this reference incorporated into this Lease at the Lake in the Hills Airport (the “Airport”), which parcel of property is commonly known as:

[PAP-18]

Lot dimensions: 42’3” x 18’ by 16’5” x 20’7” (The “Premises”).

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on October 11, 2019 and shall continue for a period of 20 years and shall terminate October 1, 2039 (the “Initial Term”) unless sooner terminated as hereinafter provided.

1.02 The Lessee shall have the option to renew this Lease for four (4) additional terms of five years (the “Extension Terms”), which Extension Terms shall commence on the day immediately following the last day of the then existing Term, provided (i) that the Lessee notifies the Lessor in writing (the “Extension Notice”) at least 60 days prior to the expiration of the existing Term that the Lessee intends to renew this Lease for one of the Extension Terms; (ii) that the Lessee is not in default of any obligation or duty imposed upon it by this Lease; and (iii) that the Lessor may increase, modify, or otherwise alter, for the Extension Terms, the amount of rent paid by the Lessee. The Lessor shall notify the Lessee in writing of any rent increase (the “Rental Increase Notice”) within 30 days of receipt of the Extension Notice. In the event the Lessee determines that the rental increase is unreasonable, the Lessee shall have 10 days after Lessor’s delivery of the Rental Increase Notice to elect to terminate this Lease. In the event the Lessee elects to terminate this Lease pursuant to the terms of this Article 1.02, then the Lessee shall provide the Lessor with written notice (the “Termination Notice”) of its intention to do so no later than 10 days after the Lessor’s delivery of the Rental Increase Notice. In the event the Lessor does not receive the Termination Notice within the 10-day period of time, it shall be conclusively presumed that the Lessee has elected not to terminate this Lease

ARTICLE 2: USE

2.01 The Premises shall be used, occupied, and maintained by the Lessee for the sole purpose of supporting an Aircraft Hangar/Storage facility (the “Hangar”) for aircraft owned or leased by the Lessee and for lease for storage of other aircraft, and uses reasonably incidental thereto, and for no other purpose (the “Approved Uses”).

2.02 The Lessee shall not conduct any business activities or aviation-related activities other than the Approved Uses, unless the Lessee shall also have a separate and valid commercial activity agreement with the Lessor. The Lessee shall comply with (a) all applicable governmental laws, ordinances, codes, rules, and regulations and applicable orders and directions of public officers thereunder and (b) all requirements of carriers of insurance on the Premises respecting all matters of occupancy, condition, maintenance, and use of the Premises, whether any of the foregoing shall be directed to the Lessee or the Lessor, including but not limited to any environmental laws or regulations by any local, state, or federal government and the Airport rules and regulations.

2.03 The Lessee agrees to occupy the entire Premises and to properly maintain and operate the Approved Uses at all times during the term(s) of this Lease.

2.04 The Lessee shall be entitled to the non-exclusive use, in common with other users, of the public facilities of the Airport solely for the purpose of ingress and egress to and from the Premises. The Lessee shall not use the public areas for the transient or permanent tie-down of aircraft or for any purposes other than as expressly permitted by this Lease.

2.05 The Lessee shall, at the Lessee's own expense, comply with all present and hereinafter enacted environmental laws, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq., Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., Safe Drinking Water Act, 42 U.S.C. Section 300 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., and the regulations promulgated thereunder and any other laws, regulations, and ordinances (whether enacted by the local, state or federal governments) now in effect or hereinafter enacted, that deal with the regulation or protection of the environment and hazardous materials. The Lessee shall not cause or permit any hazardous material to be used, generated, manufactured, produced, or stored on, under, or about the Premises. The Lessee shall not keep on the Premises any inflammables, such as gasoline, kerosene, naphtha, or benzene or other volatile chemicals or compounds or explosives or any other articles of intrinsically dangerous nature, except such materials and equipment commonly related to airplane maintenance. The Lessee further shall indemnify, defend, and hold harmless the Lessor from and against any and all liability, loss, damage, expense, penalties, and legal and investigation fees or costs arising from or related to any claim or action for injury or liability brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment of the Premises.

ARTICLE 3: RENT

3.01 The amount of rent payable to the Lessor (the "Rent") is set forth on the rent schedule ("the Rent Schedule") attached to and by this reference incorporated into this Lease as Exhibit B. The Rent, during the Initial Term and any Extension Term, is subject to an increased adjustment by the Lessor on an annual basis based on the following: the current year's Rent multiplied by the Consumer Price Index (the "CPI") for the Chicago Metropolitan Area, up to a maximum 10 percent increase over the current year's rent. The CPI to be used for the preceding calculation shall be the CPI available for the most recent 12 month period. The first month's Rent

shall be paid upon the execution of this Lease and each month's Rent thereafter shall be paid in advance on or before the first day of a calendar month during the term(s) of this Lease. Rent for any partial calendar month within the Term shall be prorated on a per diem basis assuming a 30-day month.

3.02 The Lessee agrees to pay all rent and any other amount owing hereunder on the due date thereof to the Lessor at its office at 600 Harvest Gate, Lake in the Hills, Illinois, or to such other person at such other address as the Lessor may from time to time designate in writing. The Lessee hereby agrees that the Lessee's obligation to pay such rent and other amounts shall be absolute and unconditional under all circumstances, including, without limitation, the following circumstances: (a) any setoff counter-claim, recoupment, defense, or other right that the Lessee may have against the Lessor, or anyone else for any reason whatsoever; (b) any damage to, loss, or destruction of the Premises or any interruption or cessation in the use or possession thereof by the Lessee for any reason whatsoever, unless directly caused by the negligent acts of Lessor; (c) any insolvency, bankruptcy, reorganization, or similar proceedings by or against the Lessee; and (d) any other event or circumstance whatsoever, whether or not similar to any of the foregoing. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statutes or otherwise, to terminate, cancel, quit, or surrender any portion of the Premises hereunder except in accordance with the expressed terms hereof. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise, except in the event of termination without the fault of Lessee or termination upon change of ownership in accordance with Article 12 of this Lease, or dis-affirmed by the Lessee, all remaining rent payments which would have become due and payable in accordance with the terms hereof had this Lease not been terminated or dis-affirmed in whole or part shall become immediately due and payable. Each rent or any other payment made by the Lessee hereunder shall be final and the Lessee shall not seek to recover all or any part of such payment from the Lessor for any reason whatsoever.

3.03 The Lessee shall also pay the Lessor a late charge upon payment of Rent after the tenth day of any month in the amount of 10 percent of the amount owed. Payment of a late charge to the Lessor shall in no way interfere with the Lessee's obligation to pay Rent on the first day of each month. Payment by the Lessee of a late charge shall not be deemed a waiver of or otherwise limit the Lessor's remedies under this Lease.

ARTICLE 4: LESSOR'S RIGHT TO RELOCATE LESSEE

4.01 The Lessee acknowledges that at any time during the term(s) of this Lease, the Lessor may need to relocate the Hangar to another comparable location at the Airport (the "Relocation"). In the event the Lessor determines in its sole and absolute discretion that Relocation is necessary, the Lessor shall provide the Lessee with 30 days written notice of its intention to relocate. The Hangar will be relocated to another location that, in the sole discretion of the Lessor, is comparable to the Premises, and the definition of the "Premises" shall be revised to reflect the new location. The Lessor will pay for the following costs of Relocation: preparation of the new site, relocation of the Hangar and hangar facilities onto the new site, and all costs directly associated with the Relocation. The Lessee shall have no right to reimbursement from the Lessor for any costs incurred by the Lessee as a result of the Relocation, except for reasonable costs incurred by the Lessee as a result of Lessor's Relocation actions.

4.02 The Lessor shall not be responsible for theft, loss, injury, damage, or destruction of the Hangar or of any aircraft or other property on the Premises during the Relocation. The Lessee hereby releases and discharges the Lessor for the loss of or damage to the Lessee's property, except for that loss or damage arising out of the Lessor's negligence during the Relocation.

ARTICLE 5: CONDITION OF PREMISES; REPAIR

5.01 The Lessee has inspected the Premises and accepts the Premises in an "as is" condition. The Lessee acknowledges that its decision to enter into this Lease was based on its own knowledge and analysis and not on any representations by the Lessor, and the Lessee waives any and all claims against the Lessor in connections therewith. At the termination of this Lease, the Lessee shall, at Lessee's sole expense, remove the Hangar, including any foundation, and restore the Premises to a natural state, including grading and grass seeding.

5.02 The Lessee agrees, at its sole cost and expense, to repair, replace, or reconstruct the Hangar and other improvements located on the Premises that are damaged or destroyed by fire or other casualty, or required to be repaired, removed, or reconstructed by any governmental or military authority. Such repair, replacement, or reconstruction shall be accomplished within such time as may be reasonable under the circumstances after allowing for delays caused by strikes, lockouts, acts of God, fire, extraordinary weather conditions, or any other cause or casualty beyond the reasonable control of Lessee (the "Reasonable Time Period"). The design and specifications of such repair, replacement, or reconstruction shall be as determined by Lessee; but such work shall restore the Premises to not less than its condition prior to said need for repair.

ARTICLE 6: COVENANTS

The Lessee agrees to all of the following covenants:

(a) The Lessee shall not commit, suffer, or allow to be committed or suffered any acts of waste on the Premises, or commit or permit to be committed any acts which will in any way constitute a public or private nuisance or an unlawful or immoral act. Only the Approved Uses shall be permitted.

(b) All maintenance to the Hangar or other improvements or any repair of damages to same from any cause shall be the sole responsibility of the Lessee and shall be made in the Reasonable Time Period and at the Lessee's expense (unless such damage was caused by the negligence of the Lessor) and same shall comply fully with all applicable laws, ordinances, and other government regulations, codes, and directions.

(c) The Lessee shall not erect or install any sign of any kind anywhere in or on the Premises without the specific prior written consent of the Lessor. In addition, the Lessee shall not use any broadcast or audio advertising media, including but not limited to loudspeakers, phonographs, or radio or television broadcasts, in a manner visible or audible outside of the Hangar.

(d) The Lessee shall not install any exterior lighting or plumbing fixtures, shades, or awnings or exterior decoration or paintings or build any enclosures or audio or television antenna, loudspeakers, sound amplifiers, or similar devices on the roof or exterior walls of the Hangar without the specific prior written consent of the Lessor.

(e) The Lessee shall store all trash and garbage within proper receptacles in the Hangar and around the Premises. The Lessee shall not burn any trash or garbage of any kind in or about the Premises.

ARTICLE 7: REMEDIES

7.01 In the event of any default by the Lessee with respect to any of the events below and the Lessee's failure to cure said default within 10 days after written notice thereof by the Lessor, the Lessor may immediately terminate this Lease and/or the Lessee's right to possession hereunder, and pursue any other remedy available to the Lessor at law or in equity and including, without limitation, those remedies set forth at the end of this Article, upon the happening of one or more of the following events:

- (a) The making by the Lessee of an assignment for the benefit of the creditors without the written consent of the Village Administrator;
- (b) The operation or supervision of any business other than the Approved Uses conducted in the Premises by the Lessee, or by anyone else, except only with the prior specific written consent of the Lessor;
- (c) The levying of a writ of execution or attachment on or against the property of the Lessee;
- (d) The doing, or permitting to be done, by the Lessee of any act which creates a mechanic's lien or claim therefor against the Premises or any part of the Premises;
- (e) The failure of the Lessee to pay any Rent when due, which shall not be in lieu of any statutorily prescribed remedies for the Lessee's failure to pay Rent but shall be in addition thereto;
- (f) If the estate created hereby shall be taken in execution or by other process of law or if proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of the Lessee or composition for the benefit of a creditor or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of the Lessee for any purpose and said proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein discharged within 10 days after the institution of said proceedings;
- (g) Any failure of the Lessee to keep and perform fully any of its covenants under this Lease;

- (h) The abandonment of the Premises by the Lessee or the discontinuance by the Lessee of the proper maintenance and operation of the Approved Uses for a consecutive period of three months or longer;
- (i) If the Lessee is a corporation, the sale of any of the Lessee's stock pledged for any purpose, whether by virtue of execution or otherwise.

7.02 Upon the event of a default hereunder by the Lessee, the Lessor shall have the right to cure the default, at its option, by any means reasonably necessary. In such event, the Lessee shall reimburse the Lessor for all reasonable costs incurred by the Lessor in curing the default.

7.03 Upon the termination of this Lease or the Lessee's right to possession hereunder, the Lessor may re-enter the Premises using such force as may be necessary and in compliance with applicable law and remove all persons, fixtures, property and equipment therefrom and the Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of possession of the term of this Lease. Upon termination of either the Lessee's right to possession or the Lease, the Lessor shall be entitled to recover immediately an amount equal to the minimum rent for the balance of the term less the amount of any minimum rental obtained from any other lessee for the balance of the term in the event the said premises are re-let. Upon and after entry into possession without termination of this Lease, the Lessor may, but need not, re-let the Premises or any part thereof for the account of the Lessee for such rent, for such time and upon such terms as the Lessor in its sole discretion shall determine.

ARTICLE 8: TAXES

The Premises is owned by the Lessor and is currently tax-exempt. Therefore, in the event the Lessee's operations on the Premises cause a tax to be assessed against, levied upon, or otherwise become payable in respect of the Premises or the use thereof, the Lessee shall pay all taxes relating to the Premises or to this Lease, including all real estate taxes, personal property taxes and leasehold taxes, unforeseen as well as foreseen, that are assessed against, levied upon and become payable in respect of the Premises or the use thereof during the term(s) of this Lease; provided, however, that in the event such taxes are imposed as a result of Lessor's actions under the Lease, then the Lessee shall not be responsible for said taxes. Such payment of taxes by Lessee shall be in addition to the payment of Rent.

ARTICLE 9: INSURANCE; INDEMNIFICATION

9.01 The Lessee shall, at Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy of airport liability and property damage insurance with respect to the Hangar and the Premises or any other occupant of the Premises, in which the limits of public liability shall not be less than \$1 million per occurrence. The policy shall name the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor 30 days prior written notice thereof. The insurance shall be with companies licensed to do business in the State of Illinois. The insurance shall be in a form reasonably acceptable to the Lessor and a copy of the policy and a certificate of insurance shall be delivered to the Lessor prior to the commencement hereof. In the event the Lessee shall fail to procure said insurance, the

Lessor may, but shall be under no obligation to, procure such insurance in which event the Lessee agrees to pay to the Lessor, as additional rent, the amount of premium therefore on the first day of the month following the month in which the Lessor notifies the Lessee of the amount of premium due hereunder.

9.02 The Lessee, shall at the Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy for fire and property damage insurance with respect to the Hangar and all other Lessee property contained on the Premises, as well as all other improvements on the Premises, in such amount and form, and with such companies, as the Lessor may reasonably determine. The Lessee shall, from time to time, as requested by the Lessor, deliver certificates of such insurance verifying coverage to the Lessor.

9.03 Except only to the extent otherwise prohibited by law, the Lessee covenants and agrees to indemnify and hold harmless the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney's fees, the Lessor may be required to pay as a result of acts and/or omissions of the Lessee or any agent of the Lessee.

ARTICLE 10: SUBORDINATION

The parties to this Lease desire that this Lease be prior in lien to all other documents, including mortgages, trust deeds, or other encumbrances that may hereafter be recorded against the Premises. Lessee agrees to subordinate any mortgage, trust deed, or other encumbrance that may hereafter be placed on the Premises, or to any advances to be made thereunder and to interest thereon and all renewals, replacements, and extensions thereof, to this Lease; and the Lessee agrees to execute any instrument or instruments which the Lessor may reasonably, at the Lessor's sole and complete discretion, require to effect such subordination, provided that the Lessee and its successors and assigns shall have the right to freely, peaceably, and quietly occupy and enjoy the full possession and use of said premises as long as the Lessee shall not be in default under this Lease, and subject to the Lessor's right to relocate the Lessee as set forth in Article 4 of this Lease. In the event of any mortgagee, trustee, or encumbrancer notifying the Lessee to that effect, this Lease shall be deemed prior in lien to said mortgage, trust deed, or encumbrance whether or not this Lease is dated prior to or subsequent to the date of said mortgage, trust deed, or encumbrance.

ARTICLE 11: IMPROVEMENTS; MECHANIC'S LIENS

11.01 This Section 11.01 is applicable if the Premises are unimproved as of the effective date of this Lease. During the term of this Lease, unless this Lease shall be sooner terminated in accordance with the terms hereof; the Lessee, at its sole cost and expense, shall construct or place on the Premises the Hangar and related improvements in accordance with the Lessee's plans and specifications as set forth in Exhibit C attached to and by this reference incorporated into this Lease (the "Plans"). The Hangar and related improvements shall be constructed in accordance with all applicable federal, state and local laws, codes, ordinances, and regulations and shall have the specific prior written approval of the Lessor.

11.02 All repairs, construction, modifications, alterations, or changes made by the Lessee to the Premises shall be done or contracted for only with the Lessor's specific prior written consent,

which the Lessor may withhold for any reason that the Lessor deems sufficient. Notwithstanding anything to the contrary herein, no alterations to the Premises are allowed during the term(s) of this Lease except for the construction of the Hangar and related improvements. Any of the foregoing that the Lessee undertakes shall be done at the Lessee's sole cost and expense and none of the foregoing nor any other act shall be allowed or suffered which may create any mechanic's lien or claim for lien against the Premises. In the event any lien or claim for lien upon the Lessor's title or the Premises results from any act or neglect of the Lessee, and the Lessee fails to remove said lien or dismiss such claim for lien within 10 days after the Lessors notice to do so, the Lessor may, but need not, remove the lien or satisfy such claim for lien by paying the full amount thereof without any investigation or contest of the validity or amount thereof and the Lessee shall pay the Lessor promptly upon demand, and as additional rent, the amount paid out by the Lessor, including the Lessor's costs, expenses, and counsel fees.

ARTICLE 12: ASSIGNMENT OR SUBLETTING

The Lessee agrees not to assign, encumber, or in any manner transfer this Lease or any interest hereunder and not to permit the use or occupancy of the Premises, whether by license, concession or otherwise by anyone other than the Lessee without the specific prior written consent of the Lessor (which consent shall not be unreasonably denied); provided, however, that the Lessee may sublet the Premises for the remainder of the then existing Term with the prior written consent of the Lessor (which consent shall not be unreasonably denied) and subject to the terms of this Lease. Any assignment or subletting permitted hereunder shall not be deemed to relieve the Lessee of its obligation to pay rental and perform its other obligations hereunder. Consent by the Lessor of one assignment or one subletting or one use or occupancy of the Premises shall not constitute a waiver of the Lessor's rights under this Article as to any subsequent assignments, subletting, or use or occupancy. If the Lessee is a corporation or partnership, and if, during the term of this Lease, the ownership of the shares of stock or partnership interests which constitute control of the Lessee changes by reason of sale, gift, death, or otherwise, the Lessee shall provide the Lessor with written notice and confirmation of the new owner's intent to be bound by the terms of the Lease, along with evidence of the new owner's financial information to insure that the new owner is capable of performing the obligations set forth in this Lease. In the event the Lessor concludes, in the exercise of its discretion, that the new owner is not capable of performing the obligations under this Lease, the Lessor may at any time thereafter terminate this Lease by giving the Lessee written notice of such termination at least 30 days prior to the date of termination stated in the notice. Receipt of rent after such change of control shall not affect the Lessor's rights under the preceding sentence.

ARTICLE 13: UNTENANTABILITY

In the event that the Hangar shall be destroyed or so damaged by fire, explosion, windstorm, or other casualty as to be un-tenantable, the Lessee shall within the Reasonable Time Period secure the Hangar and restore it in accordance with the terms of this Lease and rents due hereunder shall not be abated.

ARTICLE 14: SURRENDER OF PREMISES; HOLD OVER

14.01 At the expiration of the tenancy hereby created, whether by lapse of time or otherwise, or upon termination of the Lessee's right of possession, the Lessee shall immediately surrender possession of the Premises to the Lessor in good condition, and shall remove the Hangar and all other improvements therefrom. If such possession is not immediately surrendered, then the Lessor may immediately enter the Premises and possess itself thereof and remove all persons and effects therefrom using such force as may be necessary and in compliance with applicable law. If the Lessee shall fail or refuse to remove all of the Lessee's property from the Premises, then the Lessee shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to the Lessor without any cost either by set-off; credit, allowance, or otherwise, and the Lessor may at its option accept title to such property, or at the Lessee's expense may remove the same or any part thereof in any manner that the Lessor shall choose and store the same without incurring liability to the Lessee or any other person.

14.02 It is agreed and understood that any holding over by the Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rental of three times the current monthly rental, and in addition the Lessee shall be liable to the Lessor for all loss or damage on account of any holding over against the Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by the Lessor from the Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after any judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand, or suit or imply consent for any action for which the Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises and remove the structures.

ARTICLE 15: COSTS AND FEES

The Lessee shall pay upon demand all of the Lessor's costs, charges, and expenses, including fees of attorneys, agents, and others retained by the Lessor, incurred in enforcing any of the obligations of Lessee under this Lease or in any litigation, negotiation, or transaction in which the Lessor shall, without the Lessor's fault, become involved through or on account of this Lease. In the event it becomes necessary for either party hereto to file suit to enforce this Lease or any provision contained herein, the prevailing party in such suit shall be entitled to recover, in addition to all other remedies or damages provided for in this Lease, reasonable attorneys' fees and costs incurred in such suit at trial or on appeal or in connection with any bankruptcy or similar proceeding.

ARTICLE 16: SUCCESSORS AND ASSIGNS

The terms, covenants, and conditions hereof shall be binding upon, apply and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of; the parties hereto. No rights, however, shall inure to the benefit of any assignee or sub-lessee of the Lessee except only if such assignment or sublease has been specifically consented to by the Lessor in writing as provided herein.

ARTICLE 17: REMEDIES CUMULATIVE

All rights and remedies of the Lessor enumerated in this Lease shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently as often as occasion therefor arises.

ARTICLE 18: ESTOPPEL CERTIFICATE

Each party agrees at any time and from time to time, upon not less than 20 days prior written request by the other, to execute, acknowledge, and deliver to the other a statement in writing certifying that this Lease is unmodified and in full force and effect and the date to which the rental and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of this leasehold or the fee, or mortgagee or assignee of any mortgage upon this leasehold or the fee of the Premises.

ARTICLE 19: MISCELLANEOUS

19.01 The necessary grammatical changes required to make the provisions of this Lease apply to the past, present, and future and in the plural sense where appropriate and to corporations, associations, partnerships, or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

19.02 The laws of, but not the conflicts of law rules of, the State of Illinois shall govern the validity, performance, and enforcement of this Lease.

19.03 The headings of several articles contained herein are for convenience only and do not limit or construe the contents of the articles.

19.04 All of the covenants of this Lease are independent covenants. If any provisions of this Lease are found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then the remainder of the Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

19.05 Notwithstanding any other provision to the contrary herein, either Lessor or Lessee may, in its sole discretion, terminate this Lease upon 30 day's written notice to the other party.

ARTICLE 20: NOTICES

Any notices required or desired to be given under this Lease shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery, or (iv) given by facsimile transmission, with any such facsimile transmission confirmed by next business day overnight express delivery. Any notice shall be addressed to the party to receive it at the following address or at such other address as the party may from time to time direct in writing:

To the Lessee at:

Blue Skies Mike Carzoli
8411 Pyott Road
Lake in the Hills, Illinois 60156

And to the Lessor at:

Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60156
Attention: Village Administrator

With a copy to:

Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60156
Attention: Airport Manager

Express Delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three days after deposit with the United States Postal Service. Facsimile notices shall be deemed given upon the date of transmission, provided that compliance is made with the remaining obligations of this Article 20.

ARTICLE 21: PRIOR AGREEMENTS

This Lease replaces and supersedes any other written or oral prior agreement, arrangement, or understanding between the Lessee and the Lessor or its agent, which prior agreement(s) shall be considered null and void and of no further effect whatsoever as of the date hereof.

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

[LESSOR] VILLAGE OF LAKE IN THE HILLS

By: _____
Village President

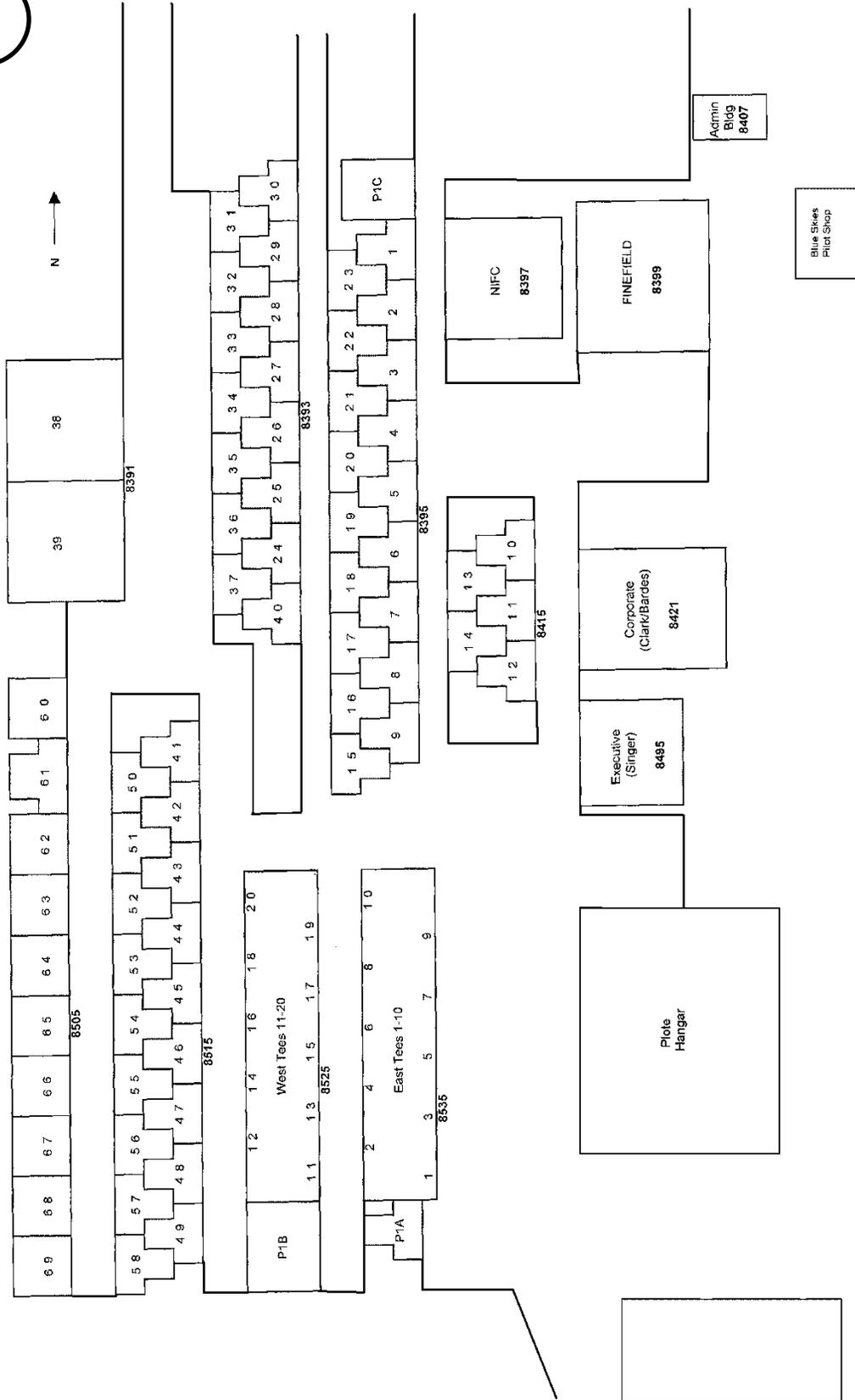
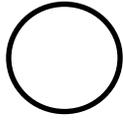
Attest: _____
Village Clerk

[LESSEE] Blue Skies - Mike Carzoli

By: _____
Mike Carzoli

Title:

EXHIBIT A PREMISES



**EXHIBIT B
RENT SCHEDULE**

Village Owned Facility Leases and Tie Downs

Description	Rate	Frequency
Hard surface tie downs	\$90.00	Monthly
Grass tie downs	\$60.00	Monthly
East and West T-Hangar Building Leases	\$299.00	Monthly
Maintenance Hangar Building Lease	\$2,881.78	Monthly
8603 Pyott Road Building Lease	\$2,075.91	Monthly

Overnight Transient Storage

Description	Rate	Frequency
Grass Tie Down	\$5.00*	Daily
Hard Surface Tie Down or Ramp Area	\$10.00*	Daily
T-Hangar	\$30.00	Daily

*\$5 or \$10 respectively of the overnight transient fees will be waived if the aircraft operator purchases at least 15 gallons of aviation fuel in conjunction with that overnight stay.

Land Leases

Description	Rate	Frequency
Square Hangars	\$12.42*	Cents per Month
T-Hangar Size A (39'3" x 14'8"; 16'6" x 14'7" approx.)	\$191.45	Monthly
T-Hangar Size B (42'3" x 18'; 16'5" x 20'7" approx.)	\$199.17	Monthly
T-Hangar Size C (46' x 21'; 19'6" x 23'8" approx.)	\$214.58	Monthly

*Per square foot of land area occupied based on the outside perimeter of the structure (rounded to the nearest foot) unless otherwise specified in the lease.

**Private Hangar Electrical Service Fee
Monthly Fee by Breaker Size and Configuration**

Breaker Size (Amps)	Monthly Fee (USD)	Comments
20	\$6	Single breaker serves 3 individual hangars
20	\$11	Single breaker serves 2 individual hangars
20	\$22	Fee per individual breaker
30	\$33	Fee per individual breaker
40	\$44	Fee per individual breaker
50	\$56	Fee per individual breaker
60	\$67	Fee per individual breaker

**EXHIBIT B
RENT SCHEDULE**

Disconnect/Reconnect – Electrical

If a tenant makes a request to the Village to disconnect Village provided electrical service to a private hangar, the disconnection may be completed subject to review to ensure it is feasible to complete the request. If the request is approved the tenant will not be allowed to reconnect to the Village provided electrical service for a period of 12 months. The 12-month period shall start on the date the electrical is disconnected to the private hangar. After the 12-month period, the tenant can submit a request to reconnect to the Village provided electrical service. The Village will charge a fee of \$65.00 to reconnect the Village provided electrical service.

Non-Aeronautical Storage

The following non-aeronautical storage lease rates shall be effective upon execution of a new lease:

Area in Square Feet	Monthly Rental Rate
10 x 10	\$33
10 x 30	\$75

Waiver to Late Fees

If a late fee is assessed according to the lease, a request to waive the late fee may be considered by the Village Finance Department. The late fee may be waived in the event all of the following conditions are met:

1. A written request to waive the late fee must be presented to the Finance Department; and
2. The Finance Department must receive the written request to waive the late fee by the last business day of the month the payment was due and was not received until after the 10th of the same month; and
3. The tenant has displayed a good payment history during the preceding 12 months. A good payment history shall be defined as having a) no late fees posted to the account, and b) no late fee waiver requested for the account during the preceding 12 months and c) no returned payments associated with the account.

**EXHIBIT C
PLANS**

Not applicable.



INFORMATIONAL MEMORANDUM

MEETING DATE: October 8, 2019

DEPARTMENT: Public Works

SUBJECT: Airport Transportation Improvement Project Requests for 2020 through 2025

EXECUTIVE SUMMARY

The Illinois Department of Transportation Division of Aeronautics (IDOA) prepares a five-year spending plan for improvements to the Illinois airport system. Annually, the Village submits its plan for consideration to be incorporated in the State's plan. On October 15, 2019, Village staff will meet with IDOA personnel in Springfield. Some of the notable projects to be discussed at this meeting include:

1. Automated Weather Observing System (AWOS) - The replacement of the existing AWOS system is currently scheduled for 2024; however, Village staff intends to ask IDOA about replacing the AWOS sooner and also the annual maintenance costs that would be associated with a new AWOS system, as Village staff have identified that the maintenance costs associated with a new AWOS system could be as high as \$10,000 a year.
2. Parking lot repaving - The Airport repaved its parking lot this past summer. Staff intends to ask the IDOA if this project is eligible for reimbursement under a State/local project.
3. Runway Improvements - Phase two of the runway work is being moved up to 2021 with the final phase occurring in 2025. Phase one of the runway work, which would consist of eliminating the displaced thresholds, installing windsocks, and a small lighting upgrade, has already begun this year and will likely stretch into spring of 2020.

The attached tables outline the Village's projects planned for 2020 and beyond, subject to Federal Aviation Administration and IDOA approval.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Draft Transportation Improvement Program Plan

SUGGESTED DIRECTION

Authorize Village staff to present the program to the Illinois Department of Transportation, Division of Aeronautics on October 15, 2019.

Transportation Improvement Program: Airports FY 2021-2025

Lake in the Hills Airport (3CK)

Lake in the Hills, Illinois

General Aviation

Sponsor Project Priority	AIP Priority Number	Year Requested	Project Title	Project Description	ELEMENTS REQUIRED				JUSTIFICATION				ESTIMATED COST				Notes / Comments
					Project on ALP	Environmental Determination EA / CAT X / EIS	Clear Approaches (From 5010 Inspection Results)	Land Acquired	Apron Sizing Calcs	RGFE Evaluation Form	Bldg Size Calcs / Equipment Inventory	Federal		State	Local	Total	
					Yes / No / NA	Pending or Approval Date	Yes / No	Yes / No / NA	Yes / No / NA	Yes / No / NA	Yes / No / NA	Discretionary / Apportionment	Entitlement				
Review - FY 2020 and Prior																	
A	72	2019	Rehabilitate Runway 8/26 - Phase 1 Preliminary Phase Engineering and Plan Development	Reconstruct, Rehab. and Reprofile Runway 8/26 (75' x 3,800') to meet Design Standards - Phase 1 Obstruction Evaluation, Removal and Rwy Threshold Marking; Plan Development for Phase 1 Rehab.	Yes	FONSI Issued 2006	No; Approaches will be Cleared as Part of the project	Yes	NA	NA	NA	\$0	\$419,490	\$23,305	\$23,305	\$466,100	FFY 2018 Programming Letter (July 31, 2017) indicated the Project has been programmed at the levels noted.
FY 2021 - FY 2025 Program																	
2	19	2020	Rehabilitate Terminal Auto Parking Lot	Rehabilitate Terminal Auto Parking Lot (Potential S/L Project)	Yes	CATEX	No; Approaches will be Cleared prior to implementation of the project	Yes	NA	NA	NA		\$42,210	\$4,690	\$46,900		Potential State/Local Funded Project
3	72	2021	Rehabilitate Runway 8/26 - Phase 2 Rehab. ReProfile and Overlay	Reconstruct, Rehab. and Reprofile Runway 8/26 (75' x 3,800') to meet Design Standards - Phase 2 Rehabilitation and Overlay	Yes	FONSI Issued 2006	No; Approaches will be Cleared prior to implementation of the project	Yes	NA	NA	NA	\$1,950,000	\$300,000	\$125,000	\$125,000	\$2,500,000	Need to Confirm the Remaining Available Non-Primary Entitlement Funding that can be utilized on the project. Available NPE may be < \$300,000.00
1A	47	2023	Replace Automated Weather Observation System (Replace AWOS)	Replace Automated Weather Observation System (Replace Existing AWOS with AWOS-III) (Federal/State/Local Funding Option)	Yes	To Be Completed	No; Approaches will be Cleared prior to implementation of the project	Yes	NA	NA	NA	\$187,500	\$150,000	\$18,750	\$18,750	\$375,000	Current AWOS is over 15 Years old and parts are unavailable. Maintaining the system has become problematic. FY2019 NPE will be used.
1B	47	2023	Replace Automated Weather Observation System (Replace AWOS)	Replace Automated Weather Observation System (Replace Existing AWOS with AWOS-III)(State/Local Funding Option)	Yes	To Be Completed	No; Approaches will be Cleared prior to implementation of the project	Yes	NA	NA	NA		\$337,500	\$37,500	\$375,000		Current AWOS is over 15 Years old and parts are unavailable. Maintaining the system has become problematic.
4	72	2024	Rehabilitate Runway 8/26 - Phase 3 Widening	Reconstruct and Rehabilitate Runway 8/26 to meet Design Standards - Phase 3 Widening	Yes	FONSI Issued 2006	No; Approaches will be Cleared prior to implementation of the project	Yes	NA	NA	NA	\$1,950,000	\$300,000	\$125,000	\$125,000	\$2,500,000	Uses 2022 and 2023 NPE funding.
FY 2026 and Beyond																	
5	23	2026+	Relocate Entrance Road	Relocate existing entrance road (presently in primary surface) to serve new terminal area (2,700 linear feet) (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 7).	Yes	FONSI Issued 2006	No; project is preparatory to achieving clean approaches	Yes	NA	NA	NA	\$1,147,500	\$0	\$63,750	\$63,750	\$1,275,000	IDA Moved Up in the Program per Programming Letters 2013
6	46	2026+	Construct West Terminal Apron Phase 1	Construct New West GA Apron - Phase 1 to replace existing transient apron (currently located within the primary surface). Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 5.	Yes	FONSI Issued 2006	No; project is preparatory to achieving clean approaches	Yes	Yes	NA	NA	\$1,957,500	\$148,500	\$117,000	\$117,000	\$2,340,000	

Transportation Improvement Program: Airports FY 2021-2025

Lake in the Hills Airport (3CK)

Lake in the Hills, Illinois

General Aviation

Sponsor Project Priority	AIP Priority Number	Year Requested	Project Title	Project Description	ELEMENTS REQUIRED				JUSTIFICATION				ESTIMATED COST			Notes / Comments	
					Project on ALP	Environmental Determination EA / CAT X / EIS	Clear Approaches (From 5010 Inspection Results)	Land Acquired	Apron Sizing Calcs	RGFE Evaluation Form	Bldg Size Calcs / Equipment Inventory	Federal		State	Local		Total
					Yes / No / NA	Pending or Approval Date	Yes / No	Yes / No / NA	Yes / No / NA	Yes / No / NA	Yes / No / NA	Discretionary / Apportionment	Entitlement				
7	45	2026+	Construct Replacement Water Service	Furnish replacement water service (building presently in primary surface); extend fire protection water in replacement south terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 8).	Yes	FONSI Issued 2006	No; project is preparatory to achieving clean approaches	Yes	NA	NA Replacement by Standards	NA	\$666,000	\$0	\$37,000	\$37,000	\$740,000	Alternate S/L Project
8	45	2026+	Construct Replacement Sewer Service	Furnish replacement sanitary sewer service (building presently in primary surface) in replacement south terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 9).	Yes	FONSI Issued 2006	No; project is preparatory to achieving clean approaches	Yes	NA	NA Replacement by Standards	NA	\$193,500	\$0	\$10,750	\$10,750	\$215,000	
9	23	2026+	Relocate Entrance Road Phase 2	Relocate existing entrance road (presently in primary surface) to serve new terminal area (1,500 linear feet) (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 7).	Yes	FONSI Issued 2006	No; project is preparatory to achieving clean approaches	Yes	NA	NA	NA	\$459,000	\$148,500	\$33,750	\$33,750	\$675,000	
10	46	2026+	Construct West Terminal Apron Phase 2	Construct New West GA Apron - Phase 2 to replace existing transient apron (currently located within the primary surface). Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 5.	Yes	FONSI Issued 2006	No; project is preparatory to achieving clean approaches	Yes	Yes	NA	NA	\$1,201,500	\$148,500	\$75,000	\$75,000	\$1,500,000	
11	19	2026+	Construct Auto Parking	Construct replacement auto parking (presently in primary surface) in new terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 11).	Yes	FONSI Issued 2006	No; project is preparatory to achieving clean approaches	Yes	NA	NA	NA	\$81,000	\$148,500	\$12,750	\$12,750	\$255,000	
12	34	2026+	Construct Replacement Hangar Facilities	Construct replacement private hangar facilities (hangars presently in primary surface) in south terminal area; remove existing (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 10).	Yes	FONSI Issued 2006	No; project is preparatory to achieving clean approaches	Yes	NA	NA Replacement by Standards	NA	\$450,000	\$0	\$25,000	\$25,000	\$500,000	
13	50	2026+	Construction of Replacement Hangar Area Pavements	Grading, drainage and paving for replacement and new hangar area pavements in south terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 13).	Yes	FONSI Issued 2006	No; project is preparatory to achieving clean approaches	Yes	NA	NA Replacement by Standards	NA	\$1,215,000	\$0	\$67,500	\$67,500	\$1,350,000	
14	40	2026+	Construct Replacement Terminal Building	Construct replacement terminal building (presently in primary surface) in south terminal area (Remove Airport Design Deviations and FAR Part 77 Obstructions, Phase 12).	Yes	FONSI Issued 2006	No; project is preparatory to achieving clean approaches	Yes	NA	NA Replacement by Standards	NA	\$1,350,000	\$0	\$75,000	\$75,000	\$1,500,000	