



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

JANUARY 26, 2021
7:30 P.M.

AGENDA

Due to the Governor's order restricting gatherings of people, and in an effort to minimize the potential spread of COVID-19, the Village reserves the right to restrict attendance to the meetings. The Village encourages anyone who wishes to address the Village Board to submit a written statement to be read aloud at the meeting. Please submit such a written statement to Village Administrator Fred Mullard at fmullard@lith.org by 4pm on **January 26, 2021**.

1. Call to Order
2. Pledge of Allegiance
3. Presentation - Employee Service Award
4. 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.
5. Staff Presentations
 - A. Administration
 1. Raffle License Request for American Legion Post #1231
 - B. Police Department
 1. PowerDMS Service Order #Q-86130 Terms and Conditions
 - C. Public Works
 1. Purchase One Six-yard Dump Truck and Associated Truck-outfitting Services
 2. Professional Engineering Services Standard Schedule of Hourly Charges - Crawford, Murphy and Tilly, Inc.
 3. Ordinance Approving a Ground Lease for Hangar PAP-49 with Mike Biewenga of MWB Aviation, LLC.
 - D. Community Development
 1. Ordinance Granting Text Amendments to Section 3, Definitions and Section 15, Fences of the Zoning Ordinance
 2. Ordinance Granting Text Amendments to Section 11, Permitted and Conditional Use Chart of the Zoning Ordinance

6. 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
7. Village President
8. Audience Participation
9. 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: January 26, 2021

DEPARTMENT: Administration

SUBJECT: Raffle License Request for American Legion Post #1231

EXECUTIVE SUMMARY

The American Legion Post #1231 is requesting a Raffle License for the following Dates in 2021 from 6:00 P.M. - 9:00 P.M.:

March 31, May 1, September 11, November 6 and December 18

The raffle prizes will consist of various meat items. Section 31.02 of the Village Code regulates organizations that conduct raffles in the Village. Organizations desiring to conduct a raffle must apply to the Village for a raffle license. All provisions of Section 31.02 of the Village Code have been met. 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

RECOMMENDED MOTION

Motion to approve the raffle license request and waive the fidelity bond requirement for American Legion Post #1231.



Village of Lake in the Hills
Raffle Application Form



Date of Application December 17th 2020

(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: LITH 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: To Support Veterans AND Their Families

Presiding Officer's Name: Norman Schwartz

Presiding Officer's Address: 174 Berkshire DR Crystal Lake, IL 60014

Secretary's Name: Jack Repta

Secretary's Address: 1015 Sutherland DR Crystal Lake, IL 60014

Raffle Manager's Name: Rich Jung

Raffle Manager's Address: 176 Hilltop DR LITH, IL 60156

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: 3/21/21, 5/17/21, 9/11/21, 11/6/21, 12/18/21

Date/Time raffle is to take place: 6pm-9pm

Location or Description of Premises and Address of raffle: LITH American Legion Post 1231 1101 W Algonquin RD LITH, 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:

LITH American Legion Post 1231

Random Drawing

ESTIMATE \$3900.00

Total number of chances to be sold:

Maximum price of each raffle chance:

\$1 for one or 6 for \$5.00

Item(s) to be raffled:

VARIOUS MEATS from Butcher on the Block

Maximum Retail Value of Each Prize:

\$50-

\$

\$

\$

\$

\$

Retail dollar value of all prizes:

\$2400 - ESTIMATE

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.

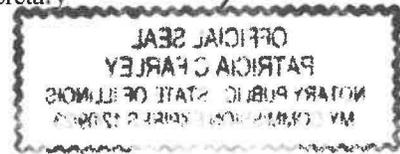
The Village president and Board of Trustees is authorized to waive the requirement for a bond by including a waiver provision the license issued, provided that by a unanimous vote of the members of the licensed organization, such a waiver is requested. Such a request does not guarantee that a waiver 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 11 day of December, 2020, the membership of American Legion Post 1231
(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
11th day of December, 2020

[Signature]
Notary Public



NOT FOR PROFIT STATEMENT

We, the undersigned Presiding Officer and secretary, do hereby attest that American Legion Post 1231 (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
11th day of December, 2020

[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.



Noma Stumpf
Presiding Officer

and/or

[Signature]
Secretary

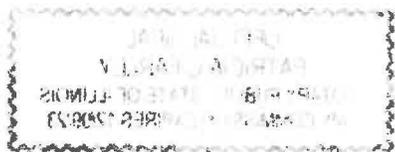
Sworn to before me this 11th day of December, 2020
[Signature]
Notary Public

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.

Noma Stumpf
Signature

Date





REQUEST FOR BOARD ACTION

MEETING DATE: January 26, 2021
DEPARTMENT: Police Department
SUBJECT: PowerDMS Service Order #Q-86130 Terms and Conditions

EXECUTIVE SUMMARY

The department uses PowerDMS software to manage policy and training documentation. The annual software subscription fee is due for 2021. Paragraph 9 in the Terms and Conditions includes an indemnification clause requiring Board approval.

FINANCIAL IMPACT

The per-user fee is \$53.29 for a total of \$3,996.75, which is \$3.24 under the budget amount.

ATTACHMENTS

1. PowerDMS Service Order #Q-86130
2. PowerDMS Inc. Terms and Conditions Last updated: July 1, 2020

RECOMMENDED MOTION

Motion to approve and authorize the Chief of Police to execute the PowerDMS Service Order #Q-86130.



Contract Details **Order Details**

Account Number: A-1334
Customer: Lake In The Hills Police Department (IL)
Sales Rep: Salesforce Administrator

Order #: Q-86130
Order Date: 1/28/2021
Valid Until: 1/28/2021
Subscription Start Date: 1/28/2021
Subscription Term (months): 12

Customer Contact

Billing Contact: Lake In The Hills Police Department (IL)
Joyce Griggel
Address: 600 Harvest Gate
Lake in the Hills, IL 60156

Billing Contact Email: jgriggel@lith.org
Phone: (847) 658-5676
Fax:

Payment Terms

Payment Term: Net 60 **Notes:**

PO Number:

Subscription Service

Item	Start Date	End Date	Qty	Type	List Price	Total
SDMS-AS	1/28/2021	1/27/2022	75	Recurring	\$53.29	\$3,996.75
Annual PowerDMS.com hosted subscription fee						
TOTAL:						\$3,996.75

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in a written agreement between PowerDMS and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <http://www.powerdms.com/terms-and-conditions/>. The Effective Date (as defined in the terms and conditions) shall be the date set forth below.

Accepted and Agreed By Authorized Representative of:
Lake In The Hills Police Department (IL)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL

PowerDMS, Inc.
Terms and Conditions
Last Updated: July 1, 2020

These Terms and Conditions (this “Agreement”) shall be effective between the Customer and PowerDMS as of the Effective Date. This Agreement governs the provision of the Services by PowerDMS and the purchase and use of the Services by Customer. By execution of one or more Service Orders, Customer accepts the terms of this Agreement and thereby agrees to be bound by the terms and conditions set forth in this Agreement.

1. Definitions; Construction

1.1 Definitions.

“Agreement” means these PowerDMS Terms and Conditions.

“Customer” means the entity or organization identified on the Service Order.

“Customer Data” means electronic data and information submitted by or for Customer to PowerDMS in connection with the Services.

“Effective Date” means the date on which the Customer executes the first Service Order.

“Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

“Intellectual Property Rights” means all trade secrets, United States patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the United States.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“PowerDMS” means PowerDMS, Inc., a Delaware corporation.

“PowerDMS Technology” means the software applications, tools, application programming interfaces (APIs), connectors, programs, networks and equipment that PowerDMS uses to make its software as a service subscription products and related services available to its customers.

“Service Order” means an ordering document issued by PowerDMS and executed by Customer, whether or not designated a “Service Order”, specifying the Services the Customer is purchasing from PowerDMS, as such Service Order may be amended from time to time as mutually agreed by the Customer and PowerDMS. Service Orders shall not include Customer’s purchase order forms.

“Services” means the PowerDMS software as a service (SaaS) subscription products and/or professional services described in one or more Service Orders executed by the Customer.

“Subscription Term” means the period of time identified on each Service Order, for which PowerDMS has committed to provide, and Customer has committed to pay for, the Services.

“Users” means an individual who is an employee or independent contractor of Customer who has been authorized by Customer to use the Services, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, PowerDMS at Customer’s request) has supplied a user identification and password.

“Volunteered Data” shall include any and all suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer or its Users relating to the Services or the PowerDMS Technology as well as any portion of the Customer Data that the Customer submits into the PowerDMS Success Community or otherwise unambiguously identifies through the Services as being made freely available to PowerDMS or other PowerDMS customers. Volunteered Data shall not include Protected Health Information (PHI), data applicable to or regulated by the Payment Card Industry–Data Security Standards (PCI-DSS), Personally Identifiable Information (PII), or personal data of data subjects within the European Union (EU), European Economic Area (EEA), or Switzerland.

1.2 Construction. This Agreement applies to the provision of all Services. The parties will enter into one or more Service Orders that contain additional terms and conditions applicable to the provision of certain Services. Upon execution by the Customer (or upon becoming effective under Section 7.3), each Service Order will be incorporated into this Agreement. In the event of any conflict between the provisions of this Agreement and any Service Order, the provisions of the Service Order will prevail, but only to the extent of such conflict.

2. Services

2.1 Services. PowerDMS will (a) make the Services available to Customer and Customer’s Users pursuant to this Agreement and any applicable Service Orders, (b) provide applicable standard support for the Services at no additional charge (or such other level of support specified in a Service Order), (c) use commercially reasonable efforts, using applicable current industry practices, to ensure the Services do not contain or transmit any Malicious Code, and (d) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime (of which PowerDMS will give advance notice).

2.2 Subscriptions. Unless otherwise provided in the applicable Service Order, Services are purchased as subscriptions. If Customer elects to increase the number of Users permitted to use the Services pursuant to a subscription, fees for the additional Users will be calculated at the same per User pricing as the underlying subscription and will be prorated for the portion of that subscription term remaining at the time the additional Users are added. Any such modification to a subscription will be confirmed in writing

by Customer, and both PowerDMS and Customer shall be subject to the terms of this Agreement with respect to the additional Users and any new Services purchased in connection with such modification.

2.3 Customer Responsibilities. Customer will be responsible for (a) ensuring Customer and its Users comply with terms and conditions of this Agreement and each Service Order, (b) the accuracy, quality and legality of the Customer Data, the means by which the Customer obtained the Customer Data and Customer's use of the Customer Data in connection with the Services, (c) using reasonable efforts to prevent unauthorized access to or use of Services, and provide prompt notice to PowerDMS of any unauthorized access or use, (d) using the Services only in accordance with this Agreement, any applicable Service Orders and applicable laws and government regulations, and (e) allocating the necessary resources and personnel to cooperate with PowerDMS staff in a timely manner to allow the Services to perform.

2.4 Restrictions. Customer acknowledges that PowerDMS does not pre-screen, verify, or endorse the content of the Customer Data that Customer or its Users stores or transmits via the Services. Customer will not, and will ensure its Users do not (a) make any of the Services available to anyone other than Users or use any Services for the benefit of anyone other than Customer and its Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit Protected Health Information (PHI), unless otherwise agreed in writing by the parties, (e) use the Services to store, transmit or process the personal data of data subjects within the European Union (EU), European Economic Area (EEA), Switzerland or the United Kingdom unless otherwise agreed in writing by the parties, (f) use the Services to store or transmit data applicable to or regulated by the Payment Card Industry – Data Security Standards (PCI-DSS), (g) use the Services to store or transmit Malicious Code, (h) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (i) attempt to gain unauthorized access to the Services or its related systems or networks, (j) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (k) frame or mirror any part of the Services, other than framing on Customer's own intranets or otherwise for Customer's own internal purposes, (l) access the Services for the purpose of building, selling or marketing a competitive product or service or copying any PowerDMS Technology, (m) remove the copyright, trademark, or any other proprietary rights or notices included within PowerDMS Technology and on and in any documentation or training materials, (n) disassemble, reverse engineer, or decompile the Services, including PowerDMS Technology or otherwise attempt to obtain or perceive the source code of PowerDMS Technology, or (o) use the Services in a manner which violates any applicable laws.

2.5 Infringing or Restricted Content. PowerDMS reserves the right to delete or disable content stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if PowerDMS otherwise reasonably believes any such content is in violation of Section 2.4.

2.6 Modifications to Services. The Services may be modified by PowerDMS from time to time as it deems necessary to address changes in technology and the needs of its customers, provided that any such

modification will not degrade the functionality of the Services in any material manner, unless required by applicable law. PowerDMS will notify Customer in advance of any material modifications.

2.7 Third Party Services. The Services may permit Customer and its Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that PowerDMS is not the original source and shall not be liable for any inaccuracies contained in any content provided in a Third Party Services. PowerDMS makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. PowerDMS may discontinue access to any Third Party Services through the Services, if the relevant agreement with the applicable third party no longer permits PowerDMS to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, PowerDMS will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

3. Proprietary Rights and Licenses

3.1 Limited License to Use Services. Subject to the terms and conditions of this Agreement, PowerDMS hereby grants to Customer a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license, for the term of each Service Order, to access and use, and to permit its Users to access and use, the Services, solely for Customer’s operations in its ordinary course of business.

3.2 Limited License to Use Customer Data. Customer hereby grants to PowerDMS a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license (except to its sub-processors, as required for the provision of the Services), to aggregate, compile, transmit, and otherwise use the Customer Data, as necessary to perform the Services, to create Statistical Data and Anonymized Data for the purposes described in 3.3 below and as otherwise may be agreed in writing by Customer.

3.3 Statistical Data and Anonymized Data. PowerDMS tracks and collects certain information about how Users use the Services and uses the information collected to obtain general statistics regarding the use of the Services and to evaluate how Users use and navigate the Services (collectively, “Statistical Data”). PowerDMS may use Statistical Data for PowerDMS’s internal analytical purposes, including the improvement and enhancement of the Services and PowerDMS’s other offerings. At times, PowerDMS may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, “Anonymized Data”). Anonymized Data will not contain information that identifies or could be used to identify Customer or its Users. Customer agrees that Anonymized Data is not Confidential Information of Customer. PowerDMS may use Anonymized Data to create reports that it may use and disclose for PowerDMS’s commercial or other purposes.

3.4 Reservation of Rights. No rights or licenses are granted except as expressly set forth herein. Without limiting the foregoing, subject to the limited rights expressly granted in this Section 3, all right, title and interest (including all related Intellectual Property Rights) in and to (a) the Services and the PowerDMS Technology is retained by PowerDMS, and (b) the Customer Data is retained by Customer.

3.5 Feedback and Volunteered Data. Customer grants PowerDMS a worldwide, perpetual, irrevocable, royalty-free license to use, disclose, reproduce, license or otherwise distribute and incorporate into the Services and the PowerDMS Technology any “Volunteered Data”.

3.6 Federal Government Use. If the Services or the PowerDMS Technology are made available to a federal government end user, for ultimate federal government end use, technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement.

4. Fees

4.1 Fees. Customer will pay PowerDMS all fees specified in a Service Order. Except as otherwise specified in this Agreement or in a Service Order Form, payment obligations are non-cancelable, and fees paid are non-refundable, and quantities purchased cannot be decreased during the relevant subscription term.

4.2 Payment Terms. Each Service Order shall specify the fees applicable to the Subscription Term. Except as otherwise specified in a Service Order, fees are billed annually in advance of each year of the Subscription Term, but regardless of the billing cycle, Customer is responsible for the fees for the entire Subscription Term. Fees are due within thirty (30) days from the date of the invoice referencing such Service Order.

4.3 Customer Purchase Orders. Except as otherwise specified in a Service Order, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Service Order. Any reference to a purchase order in a Service Order or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order or in any way be deemed to modify, alter, supersede or supplement any Service Order or this Agreement.

4.4 Taxes. The fees set forth in each Service Order do not reflect any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchase and use of Services, excluding any taxes based upon PowerDMS's personal property ownership or net income. If PowerDMS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 4.4, PowerDMS will invoice Customer for, and Customer will promptly pay, the amount of such Taxes unless Customer provides PowerDMS with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.5 Overdue Charges. Any invoiced amount that is not received by PowerDMS when due as set forth in a Service Order will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower.

4.6 Suspension of Services. If any amount owing by Customer is more than 30 days overdue, PowerDMS may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

4.7 Payment Disputes. PowerDMS will not exercise its rights under Section 4.5 or 4.6 so long as Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5. Confidentiality

5.1 Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. PowerDMS Confidential Information includes the PowerDMS Technology and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Service Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

5.2 Obligations. The Receiving Party will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

5.3 Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

5.4 Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 5, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

6. Customer Data

6.1 Data Protection. PowerDMS will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by PowerDMS personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for PowerDMS to rely upon the security processes and measures utilized by PowerDMS’s cloud infrastructure providers.

6.2 Data Breach Notification. PowerDMS will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within custody and control (a “Security Breach”)

within 72 hours of PowerDMS's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. Except to the extent required otherwise by applicable law, Customer will have approval rights on notifying any third-party regulatory authority of the Security Breach. If applicable law or Customer's policies require notification of its Users or others of the Security Breach, Customer shall be responsible for such notification.

6.3 Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on PowerDMS's systems using the then existing features and functionality of the Services, PowerDMS will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by PowerDMS, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, PowerDMS will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.

7. Term; Termination

7.1 Term of Agreement. Subject to earlier termination as provided below, this Agreement begins on the Effective Date and continues for as long as any Subscription Terms are in effect.

7.2 Termination for Breach. A party may terminate this Agreement or any Service Order (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7.3 Subscription Term and Renewal. The length of the Subscription Term will be as specified in the applicable Service Order. At least 30 days prior to the expiration of a Subscription Term, PowerDMS will send a new Service Order notifying Customer of the pricing applicable to a renewal subscription for a period equal to the expiring Subscription Term. PowerDMS reserves the right to increase the subscription fees applicable to the renewal subscription. The new Service Order shall be deemed to be effective if Customer (a) returns the executed Service Order to PowerDMS, (b) remits payment to PowerDMS of the fees set forth in the invoice referencing the Service Order, or (c) the Customer or any of its Users access or use the Services after the expiration of the previous Subscription Term.

7.4 Effect of Termination. Upon termination of this Agreement for any reason, Customer and its Users will cease all use of the Services and, except for PowerDMS's right to receive accrued but unpaid fees and as provided in Section 11.12 (Survival), all rights and obligations of the parties hereunder will automatically cease. Notwithstanding the foregoing, termination will not affect or prejudice any right or remedy that a party possesses with respect to any breach of this Agreement occurring on or before the date of termination. If this Agreement is terminated by Customer in accordance with Section 7.2 (Termination for Breach), PowerDMS will refund to Customer any prepaid fees covering the remainder of the Subscription Term after the effective date of termination.

7.5 Suspension. PowerDMS may suspend Customer's or any User's right to access or use any portion of the Services if PowerDMS determines that Customer's or Users' use of the Services (i) poses a security risk to the Services, PowerDMS or any third party, (ii) may adversely impact the Services, or the networks or data of any other PowerDMS customer, business partner or service provider, (iii) does not comply with this Agreement, a Service Order or applicable law, or (iv) may subject PowerDMS or any third party to liability. PowerDMS will endeavor to provide as much notice as is reasonably practicable under the circumstances, and to reinstate the Services as soon as reasonably practicable following resolution of the issue.

8. Representation and Warranties; Disclaimers

8.1 PowerDMS. PowerDMS represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to Customer in this Agreement; (b) this Agreement is the legal, valid, and binding obligation of PowerDMS, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity) (c) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement; (d) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound, and (e) it will perform the Services in accordance with this Agreement in a timely, professional and workmanlike manner.

8.2 Customer. Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to PowerDMS; (b) this Agreement is the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity); (c) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound; and (d) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement.

8.3 Disclaimer of Implied Warranties. THE WARRANTIES SET FORTH IN SECTION 8.1 AND 8.2 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY POWERDMS AND CUSTOMER, HEREUNDER, RESPECTIVELY. EACH OF POWERDMS AND CUSTOMER EXPRESSLY DISCLAIMS, AND THE OTHER PARTY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, THAT THE SERVICES ARE SECURE, OR THAT THE SERVICES WILL BE AVAILABLE CONSTANTLY AND IN AN UNINTERRUPTED MANNER AND ANY OTHER IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, ALL THIRD-PARTY OFFERINGS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. POWERDMS MAKES NO WARRANTY THAT THE SERVICES WILL COMPLY WITH THE LAWS (INCLUDING WITHOUT LIMITATION ANY LAWS RESPECTING DATA PRIVACY) OF ANY JURISDICTION OUTSIDE OF THE UNITED STATES OF AMERICA.

9. Indemnification

9.1 By PowerDMS. PowerDMS will defend Customer from and against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Services infringe or misappropriate such third party's Intellectual Property Rights, provided PowerDMS is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement. The foregoing obligations do not apply with respect to any infringement resulting from the modification of the Services or combination of the Services with software, hardware, data, or processes not provided by PowerDMS, the continued use of the Services by Customer after being notified of the alleged infringement or after being informed of modifications that would have avoided the infringement, or Customer's use of the Services in violation of this Agreement or the applicable Service Order.

9.2 By Customer. To the extent permitted by applicable law, Customer will defend PowerDMS from and against claim, demand, suit or proceeding made or brought against PowerDMS (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's Intellectual Property Rights, (b) in connection with Customer's violation of any applicable laws, or (c) in connection with a dispute between a User and Customer, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

9.3 Mitigation. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by PowerDMS to be infringing, PowerDMS may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services.

9.4 Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. Limitation of Liability.

10.1 Exclusion of Certain Claims. REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER OR SUBSTITUTE SERVICES, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, REVENUE OR ANTICIPATED PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, POWERDMS SHALL NOT BE LIABLE FOR THE CRIMINAL ACTS OF THIRD PARTIES.

10.2 Limitation of Liability. EXCEPT WITH REGARD TO LIABILITY FOR THE INDEMNITY OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE SUM OF ALL AMOUNTS REQUIRED TO BE PAID BY CUSTOMER TO POWERDMS IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY

GIVING RISE TO SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE PRICING AND OTHER TERMS SET FORTH IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

11. General Provisions

11.1 Entire Agreement. This Agreement, Exhibit A (if applicable), and any Service Orders executed by Customer (or deemed effective under Section 7.3) constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. This Agreement (excluding the Service Orders) may be modified or amended from time to time at the discretion of PowerDMS, and PowerDMS will post the most current version of this Agreement at www.powerdms.com/terms-and-conditions. Any Service Order executed (or deemed effective under Section 7.3) or amended, or any Subscription Term specified in any Service Order which is renewed or otherwise extended, shall be subject to the terms and conditions of this Agreement, as so modified or amended. Except for the terms of any Service Order executed by Customer, any additional, supplementary or conflicting terms supplied by either party (whether in hard copy or electronic form), including those contained or referenced in any invoice, purchase order or policies, are expressly rejected by each party and shall serve only the purpose of identifying the products or services ordered.

11.2 Government Entity Addendum. If Customer is a Government Customer, the Government Customer Addendum (attached hereto as Exhibit A) is hereby incorporated into the Agreement.

11.3 No Waiver. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision.

11.4 Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with PowerDMS's prior written consent. PowerDMS may assign this Agreement without Customer's consent to a parent, subsidiary, an acquirer of all or substantially all of the assets of PowerDMS or a successor by merger or other business combination. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.5 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision will be deemed stricken from the Agreement and the remaining provisions of this Agreement will remain in full force and effect.

11.6 Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever.

11.7 Publicity. Unless otherwise provided in the applicable Sales Order, PowerDMS may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

11.8 No Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.9 Resolution of Disputes. In the event of a dispute between the parties regarding this Agreement, the parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement, The parties agree that they shall share equally the cost of the mediation filing and hearing fees and the cost of the mediator; however, each party shall bear its own attorney's fees and associated costs and expenses. If the mediation fails to resolve the dispute, the parties agree that the dispute shall be settled by a single arbiter by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any arbitration award shall be final, binding and conclusive upon the parties and a judgment rendered thereon may be entered in any court having jurisdiction thereof. Except as may be prohibited by law, the arbitrator may, in his or her discretion, award reasonable attorneys' fees and other costs of arbitration to the prevailing party. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

11.10 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given (a) when received, if personally delivered; (b) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (c) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be given using the contact information with respect to each party set forth in the applicable Service Order or such other contact information as may be designated by a party by giving written notice to the other party pursuant to this Section 11.10.

11.11 Force Majeure. Neither party will be liable for failure to perform its obligations hereunder, except the obligation to make payment due, to the extent that it's performance is prevented, hindered or delayed as a result of strikes, riots, fires, explosions, acts of God, epidemics, pandemics, acts of terrorism, war, governmental action, labor conditions, internet service interruptions or slowdowns, vandalism or cyber-attacks, or any other cause beyond the reasonable control of such party.

11.12 Electronic Signatures; Counterparts. Signatures and other express indications of agreement sent by electronic means (facsimile or scanned and sent via e-mail or signed by electronic signature service where legally permitted) will be deemed original signatures. This Agreement may be signed in multiple counterparts, each of which will be deemed an original and which will together constitute one agreement.

11.13 Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability.

Exhibit A Government Customer Addendum

This Government Customer Addendum ("Addendum") forms part of the Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and the Agreement, the terms of this Addendum shall control.

1. Applicability. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Agreement.

2. Termination for Non-Appropriation of Funds. If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Agreement.

3. Indemnification. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 9.2 of the Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. Open Records. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 5 of the Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for PowerDMS to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. Resolution of Disputes. If Customer is prevented from arbitrating a dispute as provided for in Section 11.9 of the Agreement because Customer is subject to federal, state or local law prohibiting agreeing to binding arbitration, the arbitration provisions of Section 11.9 shall not apply, and instead, if mediation fails to resolve the dispute, either party may initiate a legal proceeding in a court of competent jurisdiction.

6. Cooperative Purchasing. If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, PowerDMS agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer ("Related Agency") to purchase Services under the terms of the Agreement, at the Related Agency's discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and PowerDMS; for clarity, Customer shall not be responsible for any transactions between the Related Agency and PowerDMS, (b) the terms (including pricing) specified in the Service Orders entered into between PowerDMS and Customer shall not be incorporated into the transactions between the Related Agency and PowerDMS, and (c) the Related Agency will confirm in writing it has the authority to use the Agreement for the purchase and that the use of the Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.



REQUEST FOR BOARD ACTION

MEETING DATE: January 26, 2021

DEPARTMENT: Public Works

SUBJECT: Purchase one six-yard dump truck and associated truck-outfitting services

EXECUTIVE SUMMARY

Staff seeks Board approval to purchase a truck cab and chassis from Rush Truck Center of Huntley, IL, and to purchase vehicle outfitting services from Henderson Products of Huntley, IL.

The Fiscal Year (FY) 2021 Village budget includes \$205,000.00 for the replacement of unit 86, a dump truck used by the Public Works Public Properties Division. Village staff researched several dump truck brands and equipment before determining that an International brand dump truck cab and chassis outfitted with a Henderson brand dump body and snow and ice equipment provides the most value to the Village. After identifying the specifications for the dump truck, staff compared the final cost of the truck and dump body through several purchasing cooperatives to determine the best competitive bid price. Staff determined that the Central Management Services joint bid for the cab and chassis awarded to Rush Truck Center of Huntley, IL, and the Sourcewell Cooperative's bid for vehicle outfitting services, awarded to Henderson Products of Huntley, IL provides the best available pricing. The cost of the cab and chassis from Rush Truck Center is \$81,415.00 with an additional cost of \$105,396.00 for outfitting from Henderson Products. The \$105,396.00 outfitting cost includes \$11,547.00 for a conveyor system to assist with gravel and dirt distribution. The Village sold truck 26 last year along with the conveyor as it too had neared the end of its service life. As the conveyor creates a specific hydraulic load, purchase and installation is best accomplished during build-out of the vehicle to ensure proper operation. Purchase of the conveyor includes a ten percent discount through Sourcewell.

The total cost for the dump truck is \$186,811.00, which is \$18,189.00 under the budgeted amount of \$205,000.00.

FINANCIAL IMPACT

The Village's FY 2021 Budget includes \$205,000.00 for the purchase of this dump truck in the Capital Improvement Fund. The total cost to replace truck 86 is \$186,811.00, which is \$18,189.00 under budget.

ATTACHMENTS

1. Cab and Chassis Specifications
2. Vehicle Outfitting Specifications
3. Capital Asset Form

RECOMMENDED MOTIONS

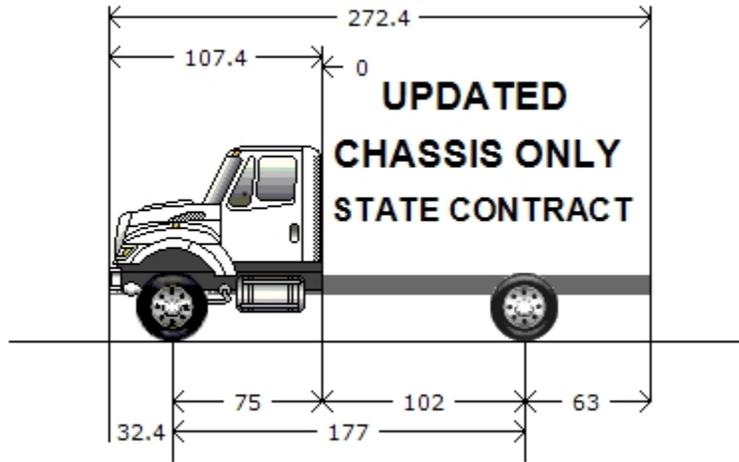
Motion to approve the purchase of one cab and chassis from Rush Truck Center of Huntley, IL, through the Central Management Services in the amount of \$81,415.00.

Motion to approve the purchase of vehicle outfitting services from Henderson Products of Huntley, IL, through the Sourcewell Cooperative in the amount of \$105,396.00.

Prepared For:
 VILLAGE OF LAKE IN THE HILLS
 HOWARD RAU
 1115 Crystal Lake Rd.
 Lake In The Hills, IL 60156-3315
 (847)960 - 7508
 Reference ID: STATE CONTRACT

Presented By:
 RUSH TRUCK CENTERS
 David R Mueller
 3441 Gatlin Road
 Springfield IL 62707 -
 (217)718-2220

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2022 HV507 SFA (HV507)

AXLE CONFIG: 4X2
MISSION: Requested GVWR: 35000. Calc. GVWR: 35780
DIMENSION: Wheelbase: 177.00, CA: 102.00, Axle to Frame: 63.00
ENGINE, DIESEL: {Cummins L9 360} EPA 2021, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)
TRANSMISSION, AUTOMATIC: {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH: Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING: {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, SINGLE: {Meritor RS-21-160} Single Reduction, 21,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.63
CAB: Conventional, Day Cab
TIRE, FRONT: (2) 12R22.5 Load Range H G751 MSA (GOODYEAR), 483 rev/mile, 68 MPH, All-Position
TIRE, REAR: (4) 11R22.5 Load Range G FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE: 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT: Cab schematic 100WK
 Location 1: 9219, Winter White (Std)
 Chassis schematic N/A

Description

Base Chassis, Model HV507 SFA with 177.00 Wheelbase, 102.00 CA, and 63.00 Axle to Frame.

TOW HOOK, REAR (2)

AXLE CONFIGURATION {Navistar} 4x2

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiIn Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqiIn

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, FRONT {Bendix Spicer ES-165-6X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

BRAKES, REAR {Bendix Spicer ES-165-7X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL140, for 4x2/6x2

AFTERTREATMENT COVER Steel, Black

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type

Description

EXHAUST HEIGHT 10' 11"

MUFFLER/TAIL PIPE GUARD (1) Aluminum

SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

CB RADIO Accommodation Package; Header Mounted; Feeds From Accessory Side of Ignition Switch; Includes Power Source and Two (2) Antennas, Antenna Bases with Wiring on Both Side Mirrors

RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input

TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch

AUXILIARY HARNESS 5.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

HORN, ELECTRIC Disc Style

SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted in Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches

JUMP START STUD Remote Mounted

BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Mounted Right Side Perpendicular to Frame Rail, 35" Back of Cab

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

Description

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

BUG SCREEN Mounted Behind Grille

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PROMOTIONAL PACKAGE Government Silver Package

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

ENGINE, DIESEL {Cummins L9 360} EPA 2021, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control

FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)

EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP OMIT

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

Description

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, SINGLE {Meritor RS-21-160} Single Reduction, 21,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.63

SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, **Mounted on Engine**

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, OIL TEMP, REAR AXLE

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

CAB INTERIOR TRIM Classic, for Day Cab

WINDSHIELD Heated, Single Piece

ARM REST, RIGHT, DRIVER SEAT

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel

Description

WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

(4) TIRE, REAR 11R22.5 Load Range G FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 12R22.5 Load Range H G751 MSA (GOODYEAR), 483 rev/mile, 68 MPH, All-Position

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

(US DOLLAR)

Description

Price

Net Sales Price:

\$81,415.00

.
. .
ABOVE FIGURE IS FOR CHASSIS ONLY (Does NOT include body or mounted equipment)

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 19416CMS BOSS4-P-8607

ABOVE FIGURES DO NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:
EMISSION SURCAHRGES, FREIGHT / DESTINATION FEES and RAW MATERIAL SURCHARGES

Approved by Seller:

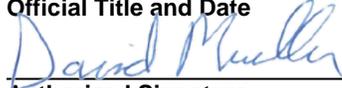
Accepted by Purchaser:

SALES REPRESENTATIVE 12-03-2020

VILLAGE OF LAKE IN THE HILLS

Official Title and Date

Firm or Business Name



Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE
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CUSTOMER QUOTE

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To: VILLAGE OF LAKE IN THE HILLS
Attn:
Quote Date: 1/14/2021
Valid Until: 2/13/2021

Quoted By: Chris Fack
Phone: 847-836-4996
Cell: 847-754-5035
Fax: 563-927-7108
Email: cfack@hendersonproducts.com

Quoted:
MKE SA, HPH, RSP, TGS, PWS

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

MARKE SA Dump Body

BODY LENGTH: 10ft BODY LENGTH
SIDE STYLE: **STRAIGHT SIDES**
SIDE HEIGHT (FROM FLOOR): 30" SIDE HEIGHT
REAR BODY PROFILE: **STANDARD STRAIGHT VERTICAL GATE**
REAR CORNER POSTS: **REAR BOLSTERS 8" ABOVE SIDES**
BOARD POCKETS: 2" WIDE BOARD POCKETS
HOIST TYPE: **TRN MOUNT TELE HOIST W/ SUBFRM, INTERNAL DOGHOUSE**
HOIST CYLINDER/MODEL: **MAILHOT CS-SERIES, DOUBLE ACTING, CS90-4.5-3DA**
HYDRAULIC PUMP: **NO FACTORY SUPPLIED HYDRAULIC PUMP**
CYLINDER CRADLE STYLE: **STANDARD HOIST CRADLE**
INSTALL SUBFRAME AND/OR CYLINDER: **SHIP LOOSE - DEALER TO INSTALL**
EXTRA BODY PROP: **EXTRA BODY PROP**
HYDRAULIC RESERVOIR: **NO RESERVOIR - DEALER TO SUPPLY**
FLOOR MATERIAL: **1/4" AR400 FLOOR**
FLOOR TO SIDE RADIUS: **5" RADIUS FLOOR TO SIDE**
LONGSILL MATERIAL: **5" I-BEAM LONGSILLS (STANDARD SKIP WELD)**
SIDES/HEADSHEET MATERIAL: **10GA 201SS SIDES/HEAD**
SIDE BRACING TYPE: **DOUBLE V-CRIMP INTERMEDIATE SIDE BRACES**
SIDE BRACE MATERIAL: **DOUBLE V-CRIMP SIDE BRACE**
TOP RAIL STYLE: **FLAT (2" FLAT, THEN SLOPED)**
CONTOURED FRONT CORNER POSTS: **NO FRONT CORNER POSTS**
REAR CORNER POST MATERIAL: **7GA 201SS REAR CORNER POSTS**
TAILGATE STYLE: **STANDARD TAILGATE**
TAILGATE SHEET MATERIAL: **10GA 201SS TAILGATE SHEET**
TAILGATE BRACING: **SINGLE HORIZONTAL TAILGATE BRACE**
TAILGATE BRACE MATERIAL: **10GA 201SS TAILGATE BRACING**
TAILGATE TOP PIVOT HARDWARE: **1-1/4" PINS, 1" PLATES, GREASABLE**
TAILGATE LATCH TYPE: **DBL ACTING AIR CYL TG RELEASE, GREASABLE SS BUSHINGS**
TAILGATE RELEASE VALVE: **ELECTRIC CONTROL TAILGATE RELEASE VALVE**
TAILGATE PIN LANYARDS: **NO TAILGATE PIVOT PIN LANYARDS**
TAILGATE LIFT LOOP: **TAILGATE LIFT LOOP, D-RING, CENTER OUTSIDE (SS)**
LATCH JAWS: **LOWER TG LATCH JAWS, GREASABLE**
COAL CHUTE: **NO COAL CHUTE**
REAR FACE LIGHT HOLES: **(2) OBOURND LIGHT HOLES, EA BOLSTER REAR FACE**
REAR SIDE MARKER LIGHT HOLE: **STD 2.5" SIDE MARKER LIGHT HOLES**





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EXTERIOR LIGHT BOXES INSTALLED: NO EXTERIOR LIGHT BOXES
LIGHTING PACKAGE: NO OEM LIGHTING PACKAGE
BODY HINGE CONSTRUCTION: STD SUBFRAME INTEGRAL HINGE
BODY HINGE TYPE: GREASABLE HINGE BLOCKS
BODY HINGE PAINT: YES, REAR HINGE PAINTED @ FACTORY
PAINT PREPARATION: SS WASH-NATURAL FINISH, PRIME MILD PARTS (201/304SS BODY)
CABSHIELD STYLE: NO CABSHIELD
ASPHALT LIP: WELD ON ASPHALT LIP
ASPHALT LIP MATERIAL: 201 STAINLESS STEEL
ASPHALT LIP STYLE: 12" WELD ON, 7GA 201SS WITH 1/4" ENDPLATES
ASPHALT LIP INSTALLED: ASPHALT LIP SHIPPED LOOSE
WALK RAILS: WALK RAIL INSTALLED ON LOWER RUBRAILS
WALKRAIL MATERIAL: STAINLESS STEEL WALKRAIL MATERIAL
WALK RAIL TYPE: 1-1/2" GRIP STRUT (304SS)
TARP RAILS: NO TARP RAILS
SIDE LADDERS: (YES) SIDE LADDER - Pick From List Below
SIDE LADDER MATERIAL: STAINLESS STEEL LADDER CONSTRUCTION - Pick From List Below
DRIVER'S SIDE FRONT LADDER: 3 STEP PULL OUT LADDER (201SS)
INSTALL DRIVER SIDE FRONT LADDER: YES, INSTALL DRIVERS SIDE FRONT LADDER
DRIVER'S SIDE REAR LADDER: NO DRIVERS SIDE REAR LADDER
CURBSIDE FRONT LADDER: NO CURBSIDE FRONT LADDER
CURBSIDE REAR LADDER: NO CURB SIDE REAR LADDER
STEP(S): NO STEP(S)
GRAB HANDLES: GRAB HANDLE, DRIVERS SIDE FRONT
SIDEBOARDS: YES, SLOPED SIDEBOARDS
Show Options: Show Options
SIDEBOARD SIDE MATERIAL: 10GA 201SS SIDEBOARD SIDE MATERIAL
SIDEBOARD TOPRAIL MATERIAL: 10GA 201SS SIDEBOARD TOP RAIL
SIDEBOARD TOP RAIL PROFILE: SIDEBOARD TOP RAIL PROFILE SLOPED
SIDEBOARD INSTALLATION: SIDEBOARDS SHIPPED LOOSE, NO INSTALLATION AT FACTORY
RUBBER MOUNTING PADS: NO RUBBER MOUNTING PADS
VIBRATOR MOUNTING PAD: VIBRATOR MOUNTING PAD, BETWEEN LONGSILLS (MILD)
REAR APRON FILLER PLATE (FOR TGS SANDER): REAR APRON FILLER PLATE FOR TGS
INSTALL TGS SPREADER: NO TGS INSTALL
HEATED BODY: NO HEATED BODY OPTION
CRADLE MOUNT TOOLBOX: NO TRIANGULAR CRDL MOUNT TOOLBOX (SLOPED HEAD P2P ONLY)
TOOLBOX (BODY INTEGRAL): NO INTEGRAL BODY TOOLBOX
Option 2 Description: ASPHALT LIP TO BE PIN ON USING TGS HARDWARE
Option 3 Description: CABSHEILD 22x86 w/ tarp 4, whelen lightsPN: 139313.201
LOOSE

Henderson Pro Hitch

Hitch: Pro Hitch
Country: United States of America
Language: English
Lift Arm: Telescopic fold down arm
Lift Cylinder: 4.0 inch Diameter, Double Acting





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Paint & Finish: Powder Coated Gloss Black
Decals: Standard Decals
Lower Connection, Hitch Portion: Quick Hitch, 30.5 inch or 33.0 inch
Quick Disconnect Mounting Plate-Front: 1 pr holes for 1/2" quick disconnect
Cheek Plates: Custom Factory Designed Cheek Plate
Custom Cheekplates Cheek Plates: 1/2" THICK W/ 5/8" FRONT PUSH PLATE
Frame Kicker: Less Frame Kicker
Front Bumper: Less Front Bumper
Hitch: 1 Year Comprehensive Warranty

Reversible snow plow

Plow Length: 11' length
Moldboard Trip: Full trip with 2 external compression springs
Pushframe Type: Standard Circle Frame with Top Mount Cylinders
Moldboard Height: 42" height
Moldboard Shield: Integral shield
Moldboard Sheet Material: 10 GA GR50 steel (standard)
Mailbox Cut/Mouse Ear: Mailbox cutout on right side of moldboard
Hydraulic Cylinders: 4" x 2" x 10" reversing nitrided cylinders
Paint: Henderson Orange
12" Rubber Deflector: Yes, w/ SS Backer
Install Rubber Deflector: Yes
36" Plastic Side Markers, Pair: Yes
Parking Jack, Screw Adjustable: Yes
Install Parking Jack: Yes
Cutting Edge: Std 5/8" x 8" One Piece AASHTO punch
Curb Guard, Installed: Double Wrap around curb guards
Hitch, Plow Portion: Quick hitch
Plow portion hitch width: 30.5"
Plow Portion Installed on Plow: Yes
Hitch, Truck Portion: See HPH or HCH for Truck portion hitch
Custom Option Fields: No Custom Options Required

TGS salt / sand spreader

TROUGH MATERIAL: 201SS
AUGER SIZE AND TYPE: 6" dia. auger, direct drive
MOUNTING BRACKETS: Std brackets for 96" wide bodies
MOTOR W/ SPEED SENSOR: Motor w/integral speed sensor
Option 1 Description: Slurry Tube

PWS liquid pre-wetting system

Power Source: Hydraulic Powered Pump
Application: Munibody





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Product Size: **Munibody 9ft RDO**
Control Box: **No Valve, Hydraulic Powered Pump and Flow Meter**
Pump: **Upgraded Pump Rated at 8.2 GPM**
Console: **None-Deduct PWSH-I Console**
Tank Size: **No Tank(s)-Deduct MUNI 75 gal tank**
Spray Assembly: **Std Variable Displacement Nozzle Assembly for Rear Chute**
Mounting Hardware: **No Mounting Hardware or N/A**
Option 1 Description: **no nozzles-slurry tube in TGS**

Installation Workup

Facility: **IDC-IL**
Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**
Completed Truck Delivery Method: **Henderson Delivers (100 miles or less)**
Chassis Make: **International**
Chassis Model Yr: **2020**
Chassis Model: **7400**

Hitch Type: **ProHitch, multi-hitch**
Mount Type: **ProHitch-Cheekplates Supplied From Factory**
Front Bumper: **OEM Bumper Cut and Split**

Front Plow Type: **Standard Henderson Plow**
Plow Markers (Front Plow): **IDC Install of fact supplied markers, sales to order w/ unit**
Rubber Deflector Install: **Supplied/Installed @ Factory, sales to order w/ unit**
Front Plow Curb Guards: **Supplied/Installed @ Factory (Sales to order with unit)**
Plow Jack Install: **Supl'd/Instl'd on plow @ Factory, Sales order with unit**

Dump Body Type: **Mark E Single Axle**
Floor Length: **(10') Floor length**
Hoist Type: **Tele Trun HoIst with Subframe, Internal Doghouse**
Cylinder Type: **Double Acting**
Body Material (Sides/ends): **Stainless Steel Type Body Material**
Tailgate Release Type: **Factory supplied electric over air valve release**
Pressure Protection Valve: **Direct to air tank valve (Int & Mack ONLY)**
Cabshield Install: **Supl'd by fact, welded to body @ IDC, sales to order w/ unit**
Asphalt Lip (FF Only): **Supl By Fact, Inst @ IDC, Pin on (Sales order with unit)**
Grab Handle(s): **Supplied/Installed @ factory (sales to order with unit)**
Ladder(s): **Supplied/Installed @ Factory (sales to order w/ unit)**
Shovel Holder: **(1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt**
Shovel Holder Loc (1): **Driver side headsheet**
Vibrator: **Cougar Vib, DC2700 kit, 50' cable, SA (order vib pad w unit)**
Sideboards: **Supplied/Installed @ Factory (sales to order w/ unit)**
Tarp Brand: **US Tarp (order 86" c/s if using integral shield)**
Tarp System: **Electric Tarp, Bullet Proof Arms, w/o Wind Deflector**
Tarp Material: **Black Vinyl (Asphalt rated)**
Tarp Length: **13' Body Length or Shorter (BV, US)**





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Body Spec Notes:

Spreader Type: **TGS**
TGS Drive Type: **Hydraulic Drive**
TGS Spinner Configuration: **Single Spinner Install**
TGS Body Type: **Standard straight gate body install**
TGS mounting type: **Pin on style (interchangeable with asph lip, if applicable)**
HYD QD Mount Brackets: **Stainless Steel QD Mount in front of dump body bolster**

Prewet/Liquid System: **Frame Mount Prewet System**
Configuration: **IDC Supplied (sales to quote from vendor)**
Vendor Supplied Kit: **Dual 120 gal BTC Prewet Tanks PN: 118175**
Install Location: **Cradle Mount (verify fit or CA/CT if Req'd)**
Drive Configuration: **Hydraulic Drive, Henderson Supplied (Sales to order w/unit)**
Controls: **Supplied by IDC (sales to order w/ hyd cntrls)**
Feedback Sensor: **Yes (Sales to order w/unit)**
Slurry Tube: **Factory Supplied/Installed (sales to order w/unit)**
Liquid Options 1: **2.5 gal flush tank PN: 161566(1), Bracket PN:165484.201 (1)**

Liquid Details:

2.5 GALLON FLUSH TANK.
INSTALL FLUSH TANK ABOVE PW PUMP ENCLOSURE ON DRIVER SIDE OF TRUCK.
USE 3 WAY BALL VALVE.
MARK BANJO FITTING "P" FOR PW AND "F" FOR FLUSH ON THE YELLOW HANDLE.
NEEDS 2" MALE QUICK FILL W/ CAP.
USE CAM LOCK FITTING NEAR HYD QD FOR EASY REMOVAL

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**
Mudflaps (Rear): **Swinging w/Logo**
Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**
Fenders: **Poly fenders, Full Pair, single axle, SS mount**
Pintle Plate: **Yes (select from options below)**
Pintle Plate Configuration: **3/4" Plate, PH20 Holes, SA w/ SubFrm (3LTC)**
Pintle Plate D-Rings: **Qty (2) 3/4" D-rings**
Pintle Hook: **45 Ton**
Glad Hands: **Glads, Fixed, Strt, Serv & Emerg, w/Dust Covr, Drop Hoses,Pr**
Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV,new style (municipal)**
Truck Wash: **Complete Truck Wash/Clean/Vac 1**
Warranty: **Standard 1 Year Warranty**
Inspection: **Walk-around meeting only**
Reflective Tape: **Reflective Tape, Henderson Logo (60' Linear)**
Install Touch-up: **Basic Installation Touch-Up**
Chassis Install Options 1: **Mudflap brackets to be forward of rear posts**
Chassis Install Options 2: **Pintle hook to be 24in. from ground to seat of hook**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**
Power Distribution Panel: **Power Distribution Panel**





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Misc Electrical Supplies: **Req'd Misc Elect Supplies**
Plow Lights: **Plow Lts, ABL, Heated**
Plow Light Brackets: **Plow Lt Hood Brckts, SS, INTERNATIONAL**
Worklight(s) QTY: **(QTY 2) Work Lights (Select type below)**
Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**
Worklight (1) Gen Location: **On rear of body**
Worklight (2) Type: **LED, Worklight, 4in Round (Optilux)**
Worklight (2) Gen Location: **On rear of body**
Rear Dump Bolster (S/T/T): **LED S/T/T, kit (West) (order holes)**
Rear Dump Bolster (Back-up): **B/U Lights, LED, Clear, Oval, pair (Order holes with body)**
Back up alarm: **Backup Alarm, 97db**
Junction Box/Backup Alarm Bracket: **Backup Alarm Bracket Installed**
Body up switch/light: **Body UP Switch/Body Up Light (Trucklite)**
Brake controller: **Brake Controller, Voyager Brake Controller**
License Plate Lights: **IDC Supplied License Plate Light Gray Housing**
Backbone & Wire Standoffs: **10' Backbone (For SA)**
Camera: **MS Foster**
Camera Kit: **Camera Sys, 7" Monitor, 1 Camera w/wash & Exten Cble**
IDC Light Package: **72" Justice (ILDOT) w/2 wk lites, Std Risers**
Pavement Temp Sensor: **Included w/ Hyd (price w/hyd pkg)**
Electrical Install Opt 1: **TGS LED Strip lights PN: 164575 Qty 3**

Electrical Spec Notes:

Hydraulics: **Full Hydraulic Package**
Hyd Supplier: **Force America (Select Pkg Below)**
Hyd Supplier (Spec): **QT# 1184217-1**
Controls Type: **Electric Controls**
PTO Type: **Included in Hydraulics Package**
Reservoir Type: **Supplied With Hydraulics**
Valve Enclosure Type: **Supplied With Hydraulics**
Low Oil Shut Down: **Yes, included in Hyd Pkg**
High Temp Oil Shut Down: **Yes, included in Hyd Pkg**
Low Oil Indicator: **Yes, included in Hyd Pkg**
Return Filter: **Provided with Hydraulics**
SS Tubing Upgrade: **SA, F&R lines, 6' Frnt, 9'Rr**
Quick Coupler Upgrade: **Standard Quick Couplers**

Hydraulics Notes:





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Single Package: \$93,849.00
Package(s) : 1
Total: \$93,849.00

Signed: _____ Date: _____

Quote notes:

Sourcewell Contract# 080818-HPI

Sourcewell #: 94223

Please consider the following options. Please mark all with an "X".
All applicable Sourcewell discounts have been applied.

ADD IN OPTIONS:

1.) HTC Cross Conveyor, 18" belt with sandbag attachment and deflector plate for shouldering. Will operate and reverse through the Force America control system. ADD \$11,547.00 Sold with a 10% discount per the Sourcewell contract #080818

TOTAL WITH OPTIONS _____



CAPITAL ASSET REQUEST FORM

FUND:	General
DEPARTMENT:	Public Works
DIVISION:	Properties

NAME OF ASSET OR PROJECT TITLE:

6-Yard Dump Truck (#86)

TOTAL EXPECTED COST:

\$205,000

DESCRIPTION:

Replace truck #86 since it has reached the end of its service life.

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: Truck #86 was purchased in 2006 and is an International 7400 dump truck used for snowplowing, hauling materials, and salt during snow plowing operations in winter.
- 2: Truck #86 has 77,404 miles on the engine and power train. The current vehicle replacement rating is 21.37, and \$24,316.56 has been spent on this vehicle since its purchase. The truck will be 15 years old in 2021 and has age-appropriate wear. The vehicle has its original engine and driveline. The central hydraulic system is obsolete, and parts are no longer available for the electronics system. The recommendation is to replace this vehicle per the department's vehicle replacement plan for 2021.
- 3: Not replacing Truck #86 will risk the potential for additional high-cost repairs in the near future on a vehicle that is at the end of its service life. The

recommendation is to replace this vehicle since any future repairs wouldn't be fiscally prudent for this vehicle.





REQUEST FOR BOARD ACTION

MEETING DATE: January 26, 2021

DEPARTMENT: Public Works

SUBJECT: Crawford, Murphy and Tilly, Inc. Professional Engineering Services Standard Schedule of Hourly Charges

EXECUTIVE SUMMARY

Staff seeks Board approval to amend Crawford, Murphy and Tilly, Inc.'s standard schedule of hourly charges for professional engineering services at the Lake in the Hills Airport from January 1, 2021 through December 31, 2021.

The Village currently retains Crawford, Murphy and Tilly, Inc. ("CMT") of Springfield, IL for airport consulting services. The Board approved a master contract with CMT on February 21, 2019. That contract remains in effect through March 27, 2024.

Annually, CMT requests rate increases and Village staff bring these proposed increases to the Village Board for consideration. Enclosed is a proposed Ordinance increasing CMT's rates from January 1, 2021 until December 31, 2021. CMT has informed Village staff that it charges the same rates to all its clients. In 2021, CMT has elected to keep all rates flat. CMT's rates are only used for on-call hourly assignments as Illinois Department of Transportation rates are used for all federally funded grant projects. CMT has served in a consulting capacity for the Airport since 2012. The Public Works Department is satisfied with their performance.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Proposed Ordinance

RECOMMENDED MOTION

Motion to approve an ordinance amending Crawford, Murphy and Tilly, Inc.'s standard schedule of hourly charges for professional engineering services at the Lake in the Hills Airport from January 1, 2021 through December 31, 2021.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021 - _____

**An Ordinance Approving an Amended Master Contract with
Crawford, Murphy and Tilly, Inc. for Engineering Services at
the Lake in the Hills Airport**

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: The agreement for engineering services with Crawford, Murphy and Tilly, Inc. for the Lake in the Hills Airport was approved on February 21, 2019. It shall be amended with a new Standard Schedule of Hourly Charges from January 1, 2021 through December 31, 2021, which is Exhibit A of this Ordinance.

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 28th day of January, 2021 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 28TH DAY OF JANUARY, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2021

Classification	Regular Rate
Principal	\$ 230
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II	\$ 220
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	\$ 190
Sr. Structural Engineer II	\$ 175
Sr. Technician II	\$ 160
Aerial Mapping Specialist	\$ 155
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 150
Technical Manager II Environmental Scientist III	\$ 140
Sr. Technician I	\$ 135
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 130
Environmental Scientist II Technician II	\$ 115
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	\$ 95
Administrative/Accounting Assistant	\$ 60

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2022.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.



REQUEST FOR BOARD ACTION

MEETING DATE: January 26, 2021

DEPARTMENT: Public Works

SUBJECT: Airport Ground Lease for Hangar PAP-49

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. Mike Biewenga, President of MWB Aviation, LLC is requesting a new ground lease on Hangar PAP-49. This lease is for the period of February 1, 2021 to January 31, 2041. The lease includes an option to renew for four additional five-year terms.

Mr. Biewenga has signed the appropriate lease form and has provided acceptable proof of insurance. A background check was previously completed and no issues were found by the Lake in the Hills Police Department.

FINANCIAL IMPACT

The Airport Fund will receive \$2,390.04 annually from the ground lease and another \$252 from electrical fees, subject to annual increases approved by ordinance.

ATTACHMENTS

1. Proposed Ordinance
2. PAP-49 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-49 with Mike Biewenga of MWB Aviation, LLC.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021-_____

**An Ordinance Authorizing the Approval of a Ground Lease
between the Village of Lake in the Hills and MWB Aviation,
LLC for PAP-49**

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 MWB Aviation, LLC for PAP-49 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 28th day of January, 2021 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 28TH DAY OF JANUARY, 2021

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 T-HANGAR SPACE LEASE (this "Lease") made and entered into at Lake in the Hills, Illinois, this twenty ninth day of January, 2021 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the "Lessor") and MWB Aviation, LLC (the "Lessee").

WITNESSETH:

WHEREAS, the Lessor does hereby let and lease to the Lessee the T-Hangar Space by (the "Space") 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:

"T-Hangar Space or Premises" location: **PAP-49** (the "Leased Premises").
Lot Dimensions: **42' x 3" x 18' by 16'5" x 20'7"** (the "Premises").

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on February 1, 2021 and shall continue for a period of 20 years and shall terminate January 31, 2041 (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. In the event of a negative CPI, the rent shall remain the same as the prior year. 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 untenable, 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:



Village of Lake in the Hills
Public Works Department
9010 Haligus Road
Lake in the Hills, IL 60156

To the Lessee at:

MWB Aviation, LLC
315 N Belmont Avenue
Arlington Heights, IL 60004

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] MWB Aviation, LLC

By: 
Michael Biewenga

Title: President



EXHIBIT A

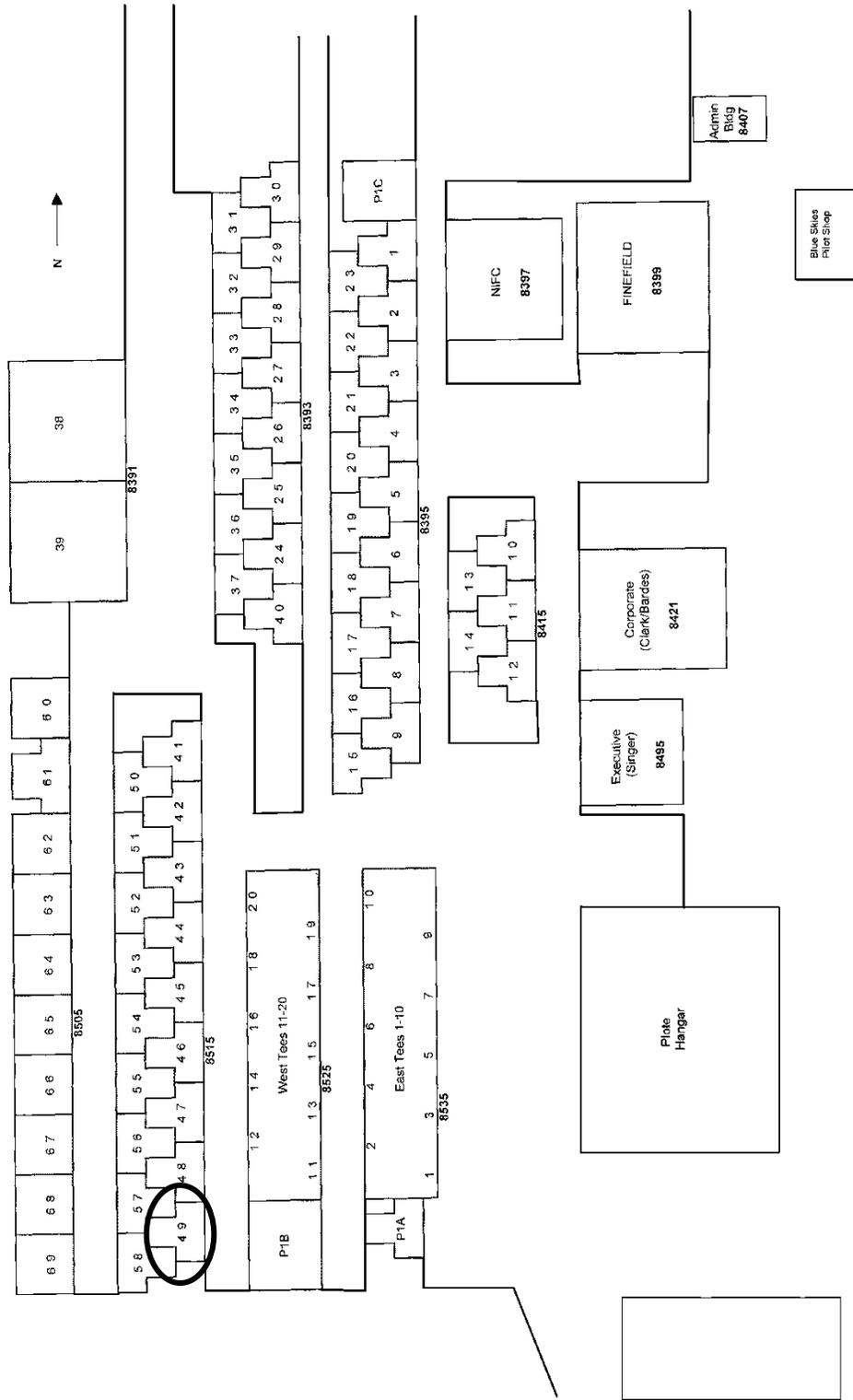




EXHIBIT B
Rent Schedule

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

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

15 gallons of aviation fuel in conjunction with that overnight stay.

*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	\$7	Single breaker serves 3 individual hangars
20	\$11	Single breaker serves 2 individual hangars
20	\$22	Fee per individual breaker
30	\$32	Fee per individual breaker
40	\$43	Fee per individual breaker
50	\$54	Fee per individual breaker
60	\$65	Fee per individual breaker



EXHIBIT B CONTINUED

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.



Village of Lake in the Hills
Public Works Department
9010 Haligus Road
Lake in the Hills, IL 60156

EXHIBIT C
Plans

Not Applicable.



REQUEST FOR BOARD ACTION

MEETING DATE: January 26, 2021

DEPARTMENT: Community Development

SUBJECT: Text Amendment to Section 3, Definitions and Section 15, Fences

EXECUTIVE SUMMARY

Over the past four months staff, consultants, and the Planning and Zoning Commissioners have conducted an in-depth analysis of Section 3, Definitions and Section 15, Fences of the Zoning Ordinance. Many changes have been researched and discussed to bring forth standards that update the placement of fencing in the Village. The Planning and Zoning Commission held discussion on the proposed amendments at the December 14, 2020, meeting. The Planning and Zoning Commission held a public hearing on the proposed amendments January 18, 2021. The only public input at the hearing was from a resident who wanted to be better screened from a community trail and did not feel the amendments were sufficient to allow for the desired screening. Following the public hearing, the Planning and Zoning Commission voted to recommend approval of the amendments to the Village Board.

In updating the regulations, particular attention was given to the following items;

- 1) Consolidating the Zoning Lot definitions into Section 3, Definitions instead of having lot type definitions in Section 15.
- 2) Clarifying the applicability of Section 15 to all properties; including residential, business, and manufacturing.
- 3) Allowing for the ability to construct 100% solid fencing in permitted yards.
- 4) Providing a range of allowable fence materials to include typically available wood, vinyl, and composite materials.
- 5) Allowing for fences which have a typically available lattice-top.
- 6) Providing flexibility with corner fencing to follow lot lines instead of a set angle.
- 7) Providing clearer definition of minor variations able to be allowed by the Community Development Director.
- 8) Allowing for more flexibility on fencing types for perimeter, or buffer, fencing and raising the height limit to 6'.
- 9) Simplifying the requirements for instances where two fences of differing heights meet.

10) Taking into consideration Section 26, Landscape Standards, when requiring separation fencing.

11) Including illustrations in Section 3, Definitions and updating the illustrations in Section 15, Fences to match Section 3.

Finally, a significant addition to Section 15, Fences is the summary table which would allow for ease of reference and a summary of standards. For your consideration, attached are the proposed changes to Section 3 and Section 15 of the Zoning Ordinance.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Ordinance
2. Section 15, Fences, with commentary

RECOMMENDED MOTION

Motion to approve an ordinance to amend Section 3, Definitions and Section 15, Fences of the Zoning Ordinance.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021-_____

**An Ordinance Granting Text Amendments to
Section 3, "Definitions", and Section 15, "Fences"
of the Village of Lake in the Hills Zoning Ordinance**

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, a representative of the Village of Lake in the Hills petitioned the Village to consider amending a part of Section 3 "Definitions" and Section 15, "Fences" in its entirety; and

WHEREAS, a public hearing was held by the Village of Lake in the Hills Planning and Zoning Commission, after due notice in the manner provided by law; and

WHEREAS, the Planning and Zoning Commission, after deliberation has made a report and made its recommendation relative to the text amendments; and

WHEREAS, the President and Board of Trustees have considered the report and recommendation of the Planning and Zoning Commission and all of the evidence presented by the petitioner at the public hearing before the Planning and Zoning Commission;

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

SECTION 1: The Corporate Authorities find that the statements in the foregoing preamble are true.

SECTION 2: The recommendation of the Planning and Zoning Commission on the question of approving the Zoning Ordinance is hereby accepted.

SECTION 3: That Section 3, "Definitions" shall be amended in the zoning ordinance as follows:

SECTION 3
Definitions

Zoning Lot: A plot of ground, made up of one or more parcels, that is, may be, or is intended to be occupied by a use, building or buildings including the open spaces required by this Zoning Code.

1. INTERIOR LOT:

A. Interior lot is any lot having a lot line fronting or facing only one street.

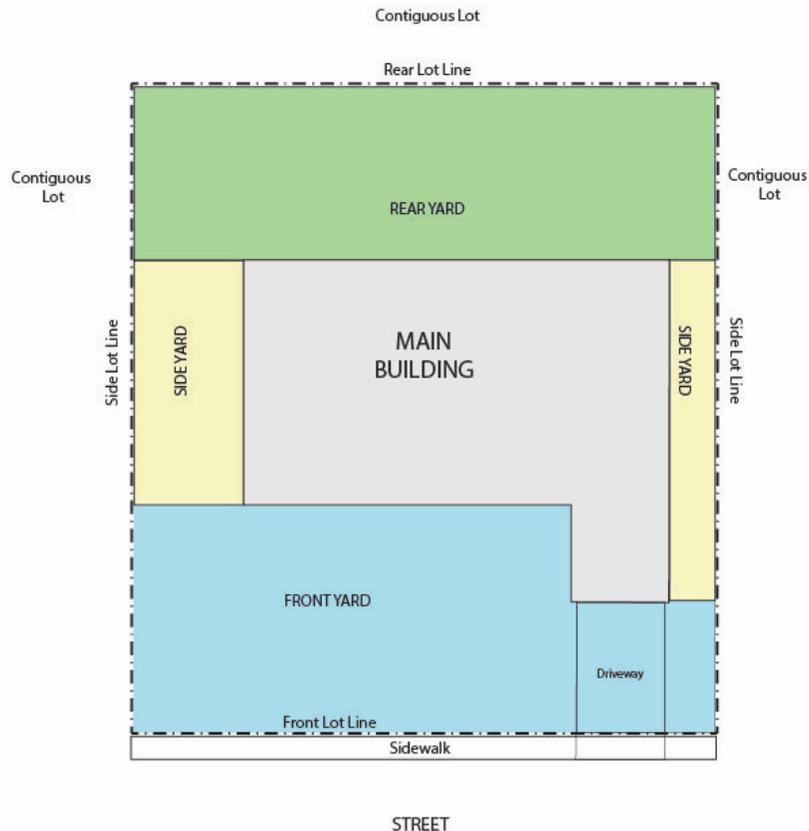
B. The front yard of an interior lot is the area extending across the front of a lot and being contained within the front lot line, the front elevation of the main building and the side lot lines. (See *Illustration A*)

C. The rear yard of an interior lot is the area extending across the rear of a lot and being contained within the rear lot line, the rear elevation of the main building, the side lot lines and at the opposite end of the lot from the front lot line. (See *Illustration A*)

D. The side yard of an interior lot is the area extending along a side lot line and contained between the front and rear yards, the side lot line and the side elevation of the main building. (See *Illustration A*)

ILLUSTRATION A

Interior Lot



2. CORNER LOT:

A. A corner lot is a lot situated at the junction of, abutting on or facing two intersecting streets; or a lot at the point of deflection in alignment of a single street, the interior angle of which is 135 degrees or less. Lot lines fronting, abutting or facing the streets shall be considered the front lot lines.

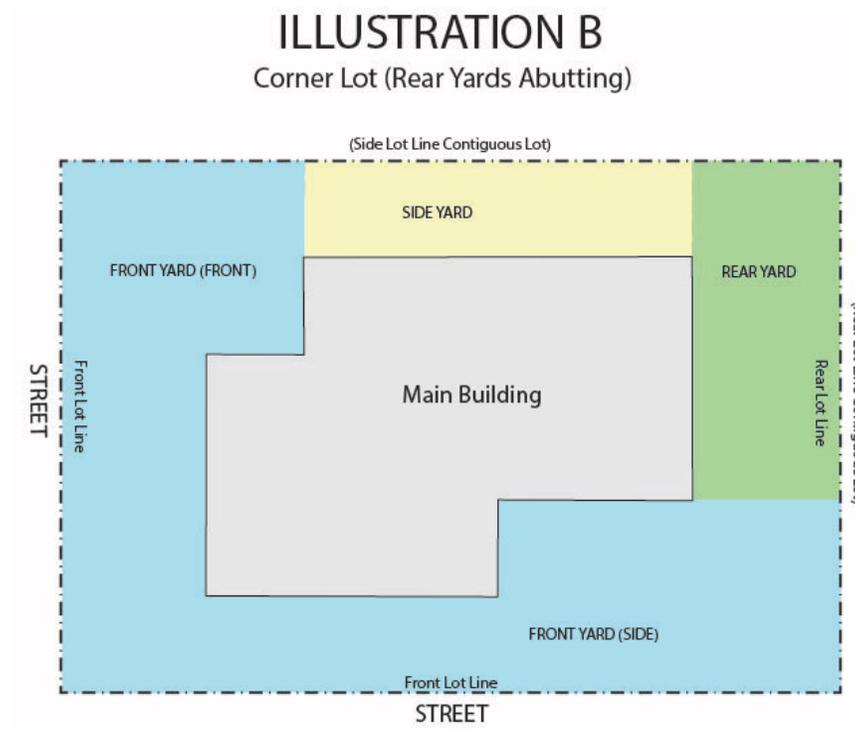
B. Corner lots have two front yards, as follows:

- (i) The front yard (front) is the area extending within and along the front lot lines to the side lot lines and then inward alongside lot lines to a point equal to that part of the main building (exclusive of projections) closest to the front lot lines and then continuing parallel to the front lot line and extending to the property line along the adjacent street. (See Illustration B)

(ii) The front yard (side) is that area contained between the front yard (front), the rear lot line, the main building and the front lot line abutting the adjacent street. (See Illustration B)

C. The rear yard is the area extending across the rear of the lot and parallel to the street upon which the lot has its shortest dimension. Such area shall be within and extending along the rear lot line to a point equal to that part of the main building (exclusive of projections) closest to the front lot line and then inward from the rear lot line to that part of the main building and from the rear lot line along the side lot line to a point equal to that part of the main building (exclusive of projections) closest to the rear lot line and then inward from the side lot line to that point of the building. (See Illustration B)

D. The side yard is that area remaining after establishing the front and rear yards or the area extending along the side lot line and contained between the front and rear yards, the main building and the side lot line. (See Illustration B)



3. THROUGH (INTERIOR) LOT:

A. Through (interior) lot is defined as a lot that

has a pair of opposite lot lines along two more or less parallel streets and that is not a corner lot. On an interior through lot, both lot lines parallel to, fronting or facing a street shall be considered the front lot lines.

B. Through (interior) lots have two front yards, as follows:

(i) Front yard (front) is the area extending across the front of the lot and being contained within the front lot line, the side lot lines and the front of the main building. (See Illustration C)

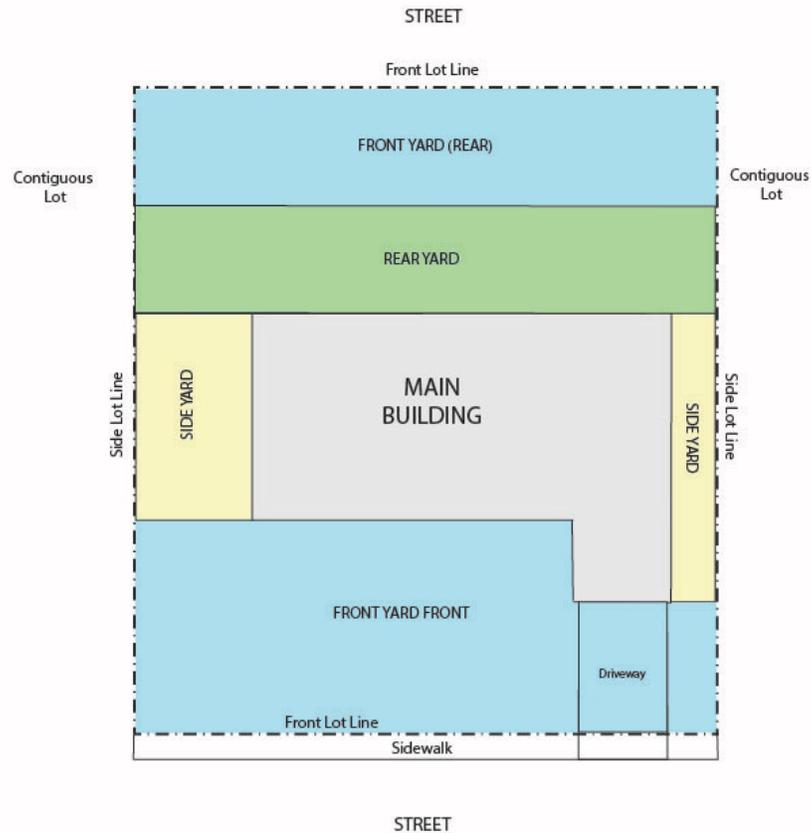
(ii) Front yard (rear) is the area extending across the rear of the lot, opposite from the front yard (front) and being contained within its front lot line, the side lot lines and for the minimum depth of front yard as required for the applicable zoning district. (See Illustration C)

C. Rear yard is the area remaining after determining the front yard (rear) and being contained within the side lot lines, the rear of the main building and front yard (rear). (See Illustration C)

D. Side yard is the area extending along a side lot and contained between the side lot line and the main building and the front yard (front) and the rear yard. (See Illustration C)

ILLUSTRATION C

Through (Interior) Lot



4. THROUGH (CORNER) LOT:

A. Through (corner) lot is defined as a lot which has a pair of opposite lot lines along two more or less parallel streets and has another lot line fronting or facing another street or roadway and has its side lot line adjoining or contiguous to another lot or lots. On the corner through lot, all lot lines parallel to, fronting or facing any street shall be considered the front lot lines.

B. Front yards in through (corner) lots shall have three front yards as follows:

(i) Front yard (front) is the area extending across the front of the lot with the least dimension and being contained within that front lot line, the front of the main building, the side lot line and its opposite front lot line. (See Illustration D)

(ii) Front yard (rear) is the area extending

across the rear of the lot, opposite from the front yard (front) and being contained within its front lot line, the side lot line and the front yard (side) and for minimum depth of a front yard as required for the applicable zoning district. (See Illustration D)

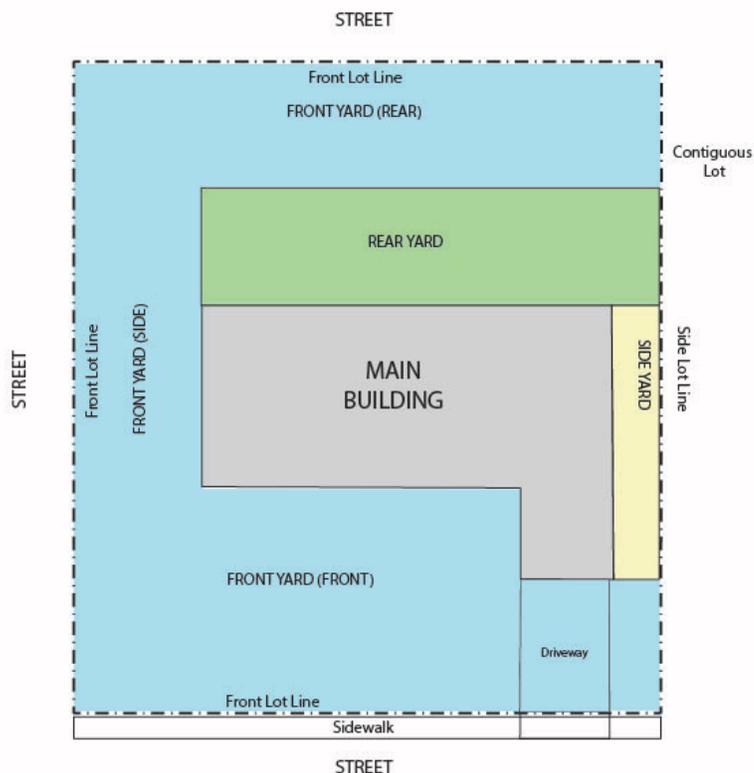
(iii)Front yard (side) is the area extending along the front of the lot with the greatest dimension and contained within the front yard (front), its front lot lines and the main building. (See Illustration D)

C. The rear yard is the area contained between the front yard (rear) and the main building and the side lot line and the front yard (side). (See Illustration D)

D. The side yard is the area extending along a side lot line and contained between the side lot line and the main building and the front yard (front) and the rear yard. (See Illustration D)

ILLUSTRATION D

Through (Corner) Lot



5. THROUGH (ENTIRE BLOCK) LOT:

A. Through (entire block) lot is a lot which has all its lot lines abutting, fronting on, or facing streets and which does not have any side lot lines. On a through lot (entire block), all lot lines abutting, fronting on or facing any street shall be considered the front lot lines.

B. A through lot (entire block) shall have four front yards as follows:

(i) One, front yard (front), is the area extending across the front of the lot with the least dimension and being contained within the front lot line and the front of the building or buildings and the two front lines opposite from each other with the least dimension. (See Illustration E)

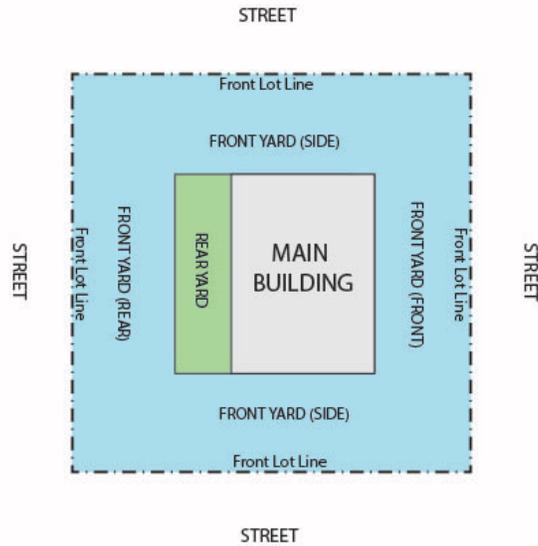
(ii) One, front yard (rear), is the area extending across the rear of the lot, opposite from the front yard (front) and being contained within its front lot line, the front yards (side), the rear yard and for the minimum depth of a front yard as required for applicable zoning district. (See Illustration E)

(iii) Two, front yards (side), each shall be the area extending along the front of the lot with the least dimension and contained within the front yard (front) and its front lot lines and the main building. (See Illustration E)

C. Rear yard is the area contained between the front yard (rear) and the main building and the two front yards (side). (See Illustration E)

ILLUSTRATION E

Through (Entire Block) Lot



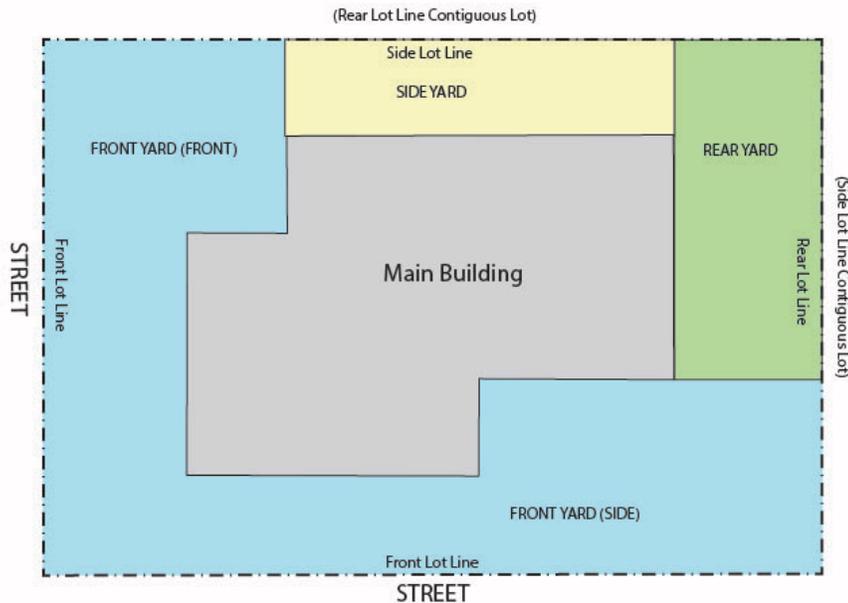
6. REVERSED CORNER LOT

A. A reversed corner lot is the same as a corner lot except that its front lot line with the greatest dimension is substantially a continuation of the front lot lines of the interior lots to its rear, and its rear lot line adjoins or abuts the side lot line of the lot to its rear. Lot lines abutting, fronting or facing a street shall be considered the front lot lines.

B. Front yard, side yard and rear yard of a reversed corner lot is the same as the front yard, side yard and rear yard of a corner lot. (See Illustration F)

ILLUSTRATION F

Reverse Corner Lot (Rear & Side Yard Abutting)



SECTION 4: That Section 15, Fences" shall be removed in its entirety and amended in the Zoning Ordinance to read as follows:

Section 15 Fences

15.1 GENERAL PROVISIONS:

15.1-1 *Permit Required*: No fence shall be constructed without a permit first having been properly issued in compliance with this section by the Village for fencing on any property within the Village. The fee for a fence permit shall be determined by the Board of Trustees.

15.1-2 *Plans Required*: The Community Development Department shall require such plans and drawings as deemed reasonably necessary prior to issuance of a permit to assure compliance with this Zoning Code.

15.1-3 *Code Compliance Required*: All fences shall be constructed in conformance with the ordinances of the Village. The Community Development Department shall inspect same for compliance.

15.1-4 *Barbed Wire: Dangerous Fences Prohibited*: With the exception of Section 15.8 no fence shall contain any barbed wire or be constructed in any way to potentially cause

injury to any person.

15.1-5 *Maintenance*: All fences shall be maintained and kept in good condition.

15.1-6 *Airport District 1 Restrictions*: Fences in the AD-1 District shall be allowed only per the airport regulations described in Chapter 26 of the Municipal Code.

15.1-7 *Definitions*: See Section 3 for definitions of Front Yard, Front Yard (side), Front Yard (rear), Front Yard (front), Side and Rear Yards, Through Corner Lot, Reversed Corner Lot, Interior Lot, Corner Lot, Through Lot, and Through (entire block) Lot.

15.1-8 *Nonconforming Fences*: All fences heretofore lawfully constructed and not conforming to the provisions hereof are declared legal nonconforming structures and may continue to exist, but shall not be reconstructed, or enlarged, and if rebuilt, must conform to existing codes.

15.1-9 *Prohibition*: No fence shall be permitted within any property front yard or front yard (front), other than corner fences, as allowed within this Section.

15.2 CONSTRUCTION STANDARDS:

Section 15.2-1 *Standards*:

A. All fences shall be constructed of one or more of the following materials: suitable plastic material (PVC, vinyl, and composite), wood that is treated or a species that is naturally resistant to withstand decay and rot, chain link, decorative aluminum, wrought iron, or other suitable material as approved by the Community Development Director or his/her designee.

B. All rails and supports shall be on the inside of the fence, such that the decorative side of the fence shall face outward from the property enclosed. Supports may also be internal to the fence so that both sides of the fence have the same decorative appearance.

C. All fence post holes shall be a minimum of 42 inches deep for five foot and taller fences. All fences less than five feet in height may have post holes that are only 36 inches deep. Posts shall be securely anchored in the ground with concrete.

D. Fences, other than decorative corner fences, four

feet in height or greater are allowed to encroach six inches above the maximum height for posts or ornamental caps on posts.

E. Where chain link fences are allowed, they shall be maintained in good condition.

F. A gate shall be provided along at least one fence line adjacent to a public street to allow access for emergency response personnel. The gate shall be a minimum of 36 inches in width. The gate shall be mounted in such a manner that the gate swings over private property of the lot where it is located and not over the public right-of-way. All gates provided for fencing around swimming pools must swing outward, away from the pool area.

15.3 PERMITTED FENCING

15.3-1 *Front yards:*

A. Corner fencing sections, such as split rails or pickets or other open type, shall be permissible, and shall be at least 50% permeable to light and air, shall not include any backing, shall not exceed 12 feet in length along each property line, and shall be a maximum of 3 feet in height. The two sections must join together at an angle running parallel to the respective lot lines to form a corner (corner section), but no corner section may be closer than 10 feet to another corner section (See Illustration A). Corner fencing shall also be allowed in the front yard (front) for corner lots.

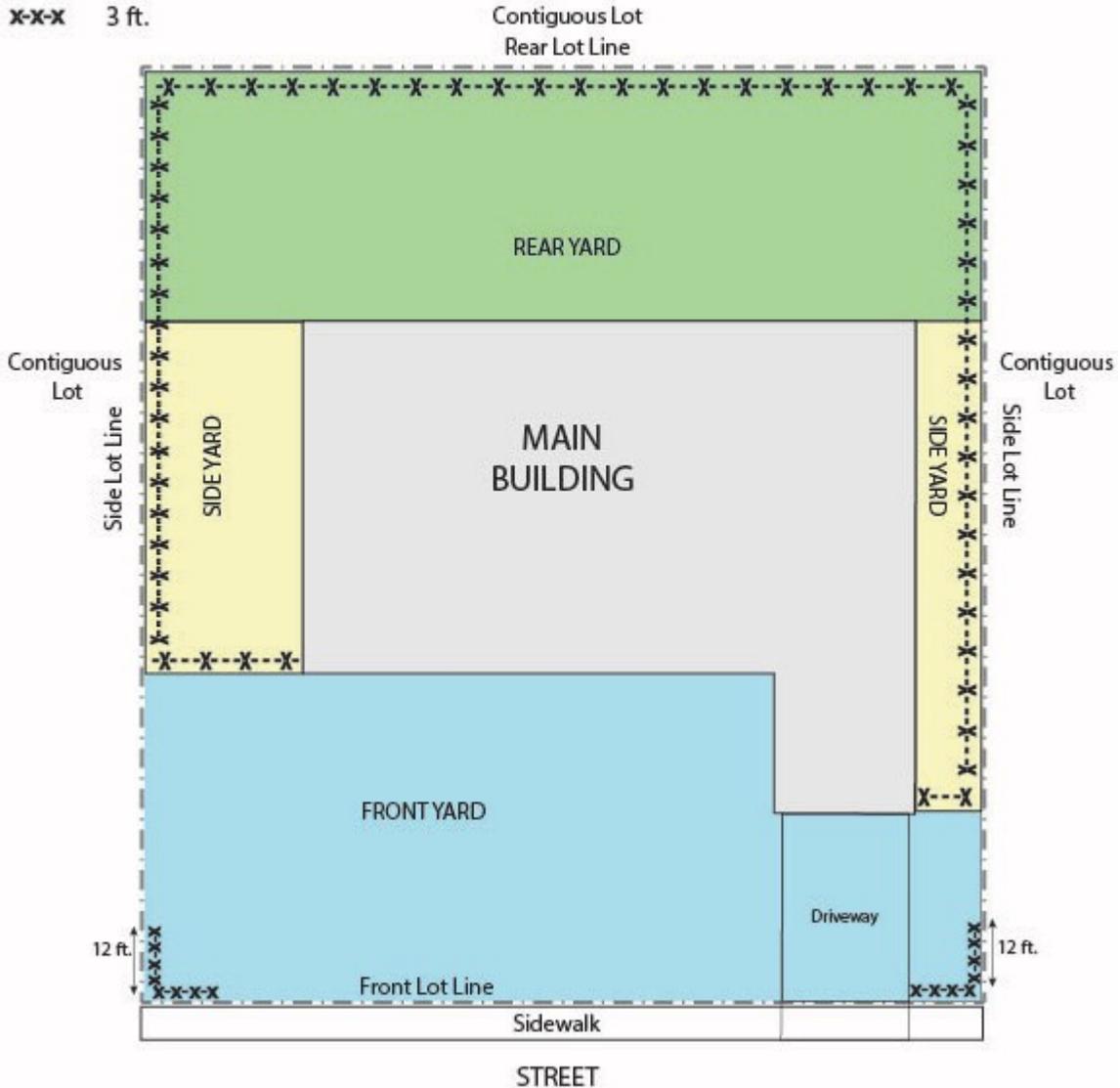
ILLUSTRATION A

Interior Lot

Allowable Fence Height

X--X 6 ft.

X-X-X 3 ft.



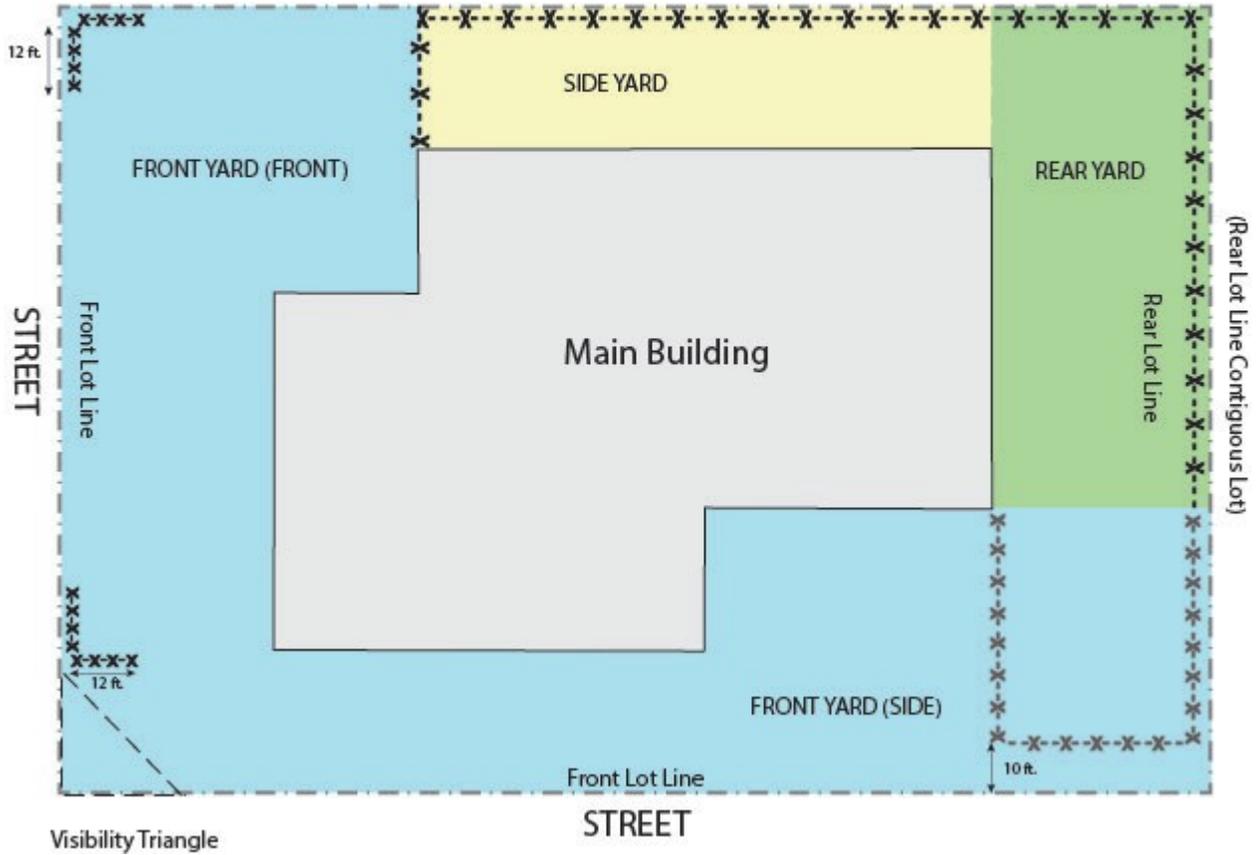
B. Fences within the front yard (side) which abut another front yard or front yard (side) on a *corner lot* may be up to 100 percent closed, shall not exceed four feet in height, and shall not be closer than 10 feet to the front yard or front yard (side) property line. The fence must also be located behind or in line with the rear elevation of the building. Up to an additional foot may be added to the top the fence that is at least 30% open (lattice), (See Illustration B).

ILLUSTRATION B

Corner Lot (Rear Yards Abutting)

Allowed Fence Height

- X--X 6 ft.
- X-X 4 ft. plus bonus
- X-X-X-X 3 ft.



Visibility Triangle

Corner Lot (Rear Yards Abutting) - Example

Allowed Fence Height

- X--X 6 ft.
- X-X 4 ft. plus bonus
- X-X-X-X 3 ft.



Visibility Triangle

C. Fences within the front yard (side) which abut a front yard or front yard (front) on a reversed corner lot may be up to 100 percent closed, shall not exceed

four feet in height, and shall not extend closer to the front lot line or front yard (side) lot line than the applicable front yard or front yard (front) building setback line of the adjacent lot. Fences shall be located behind or in line with the rear elevation of the building. Up to an additional foot may be added to the top of the fence that is at least 30 percent open (lattice), (See Illustration C).

ILLUSTRATION C

Allowed Fence Height

- X--X 6 ft.
- X-X 4 ft. plus bonus
- x-x-x-x 3 ft.

Reverse Corner Lot (Rear & Side Yard Abutting)

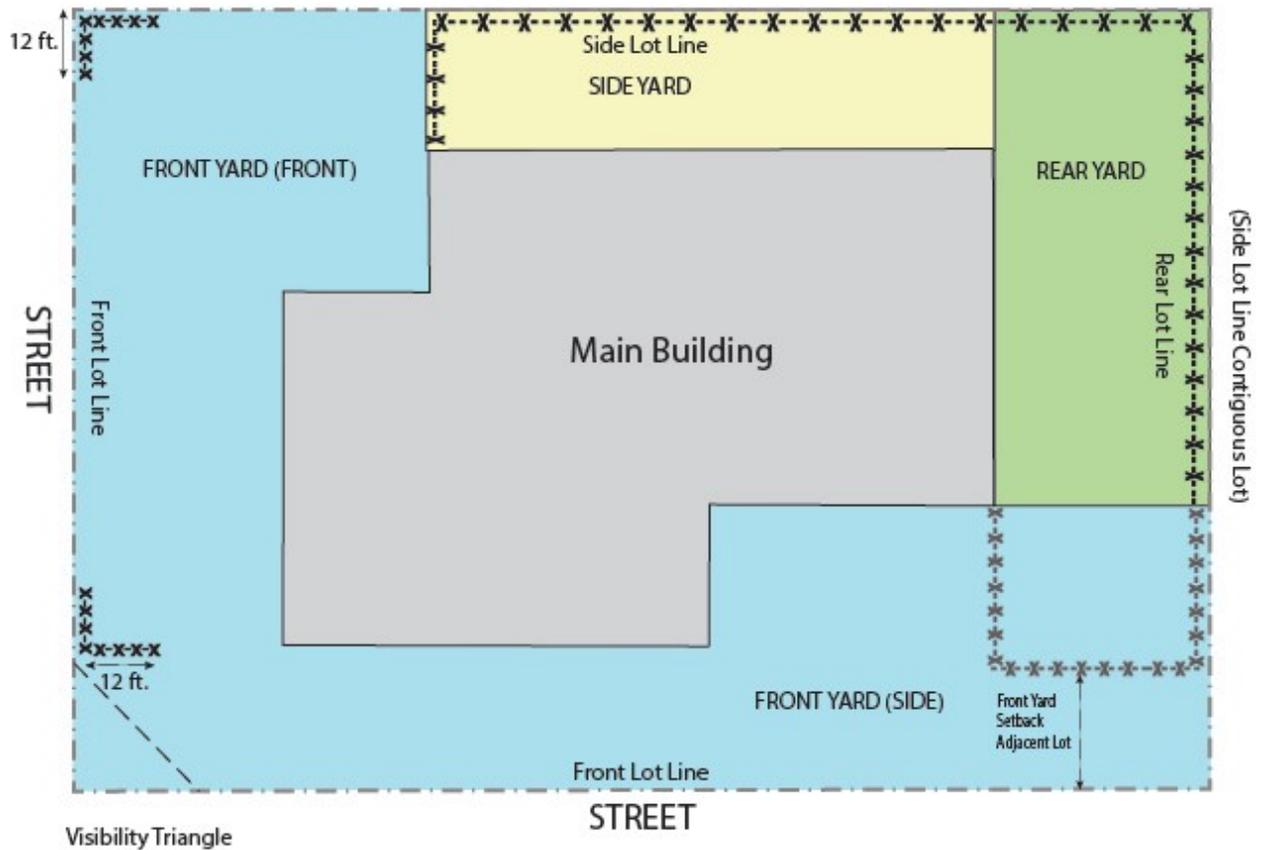


ILLUSTRATION D

Through (Corner) Lot

Allowed Fence Height

- X---X 6 ft.
- X-X 4 ft. plus bonus
- XXXX 3 ft.

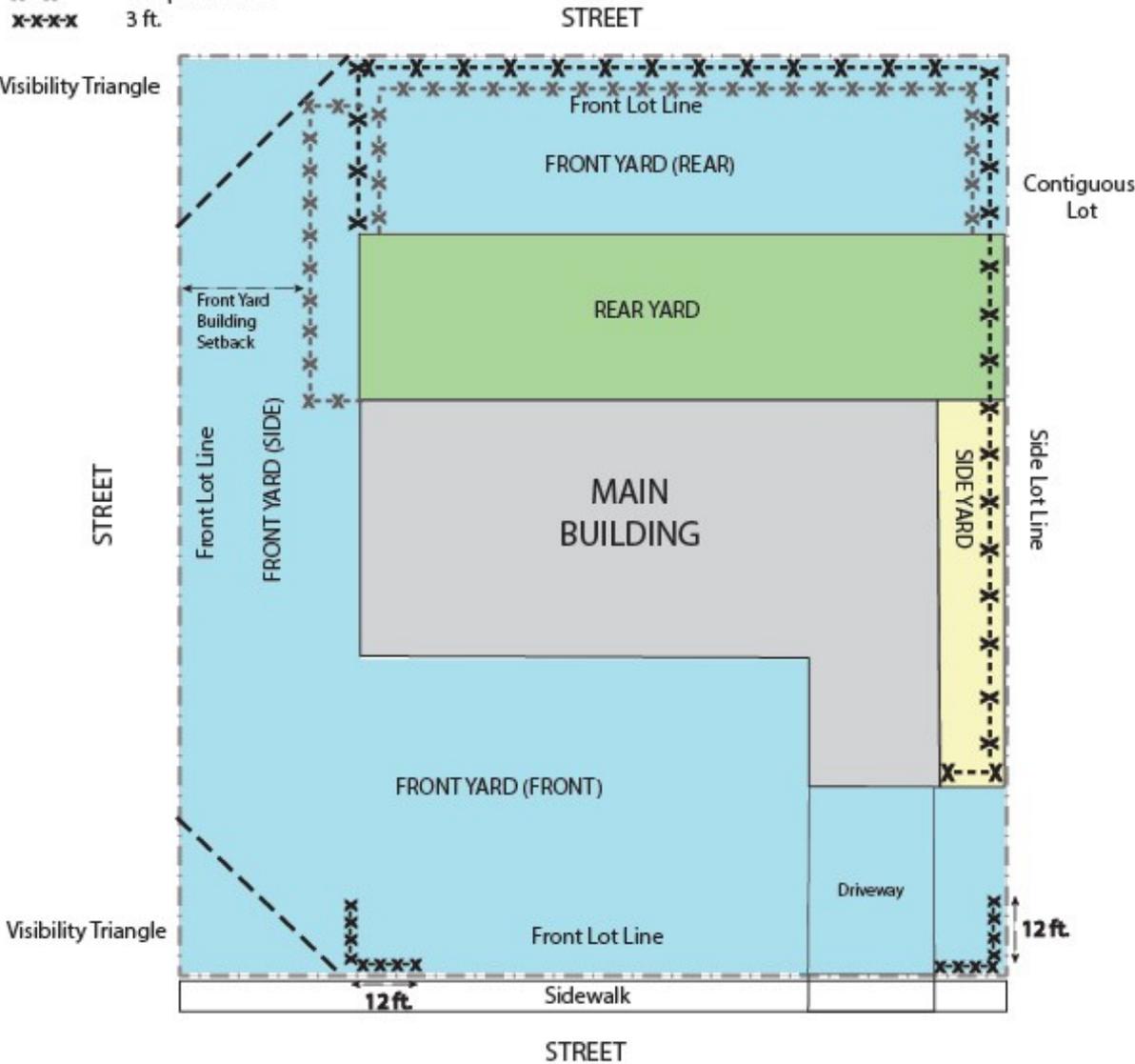
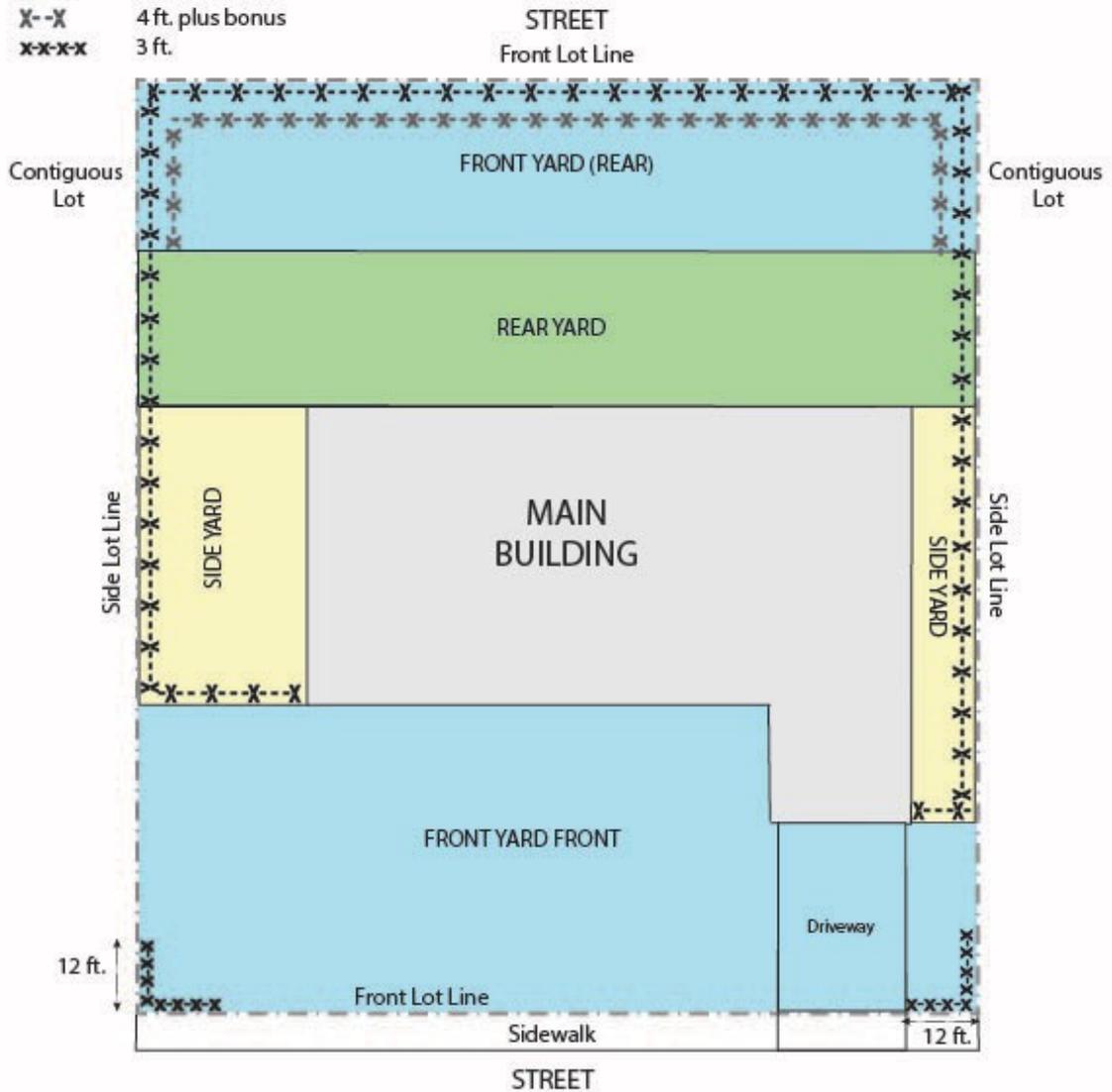


ILLUSTRATION E

Through (Interior) Lot

Allowed Fence Height

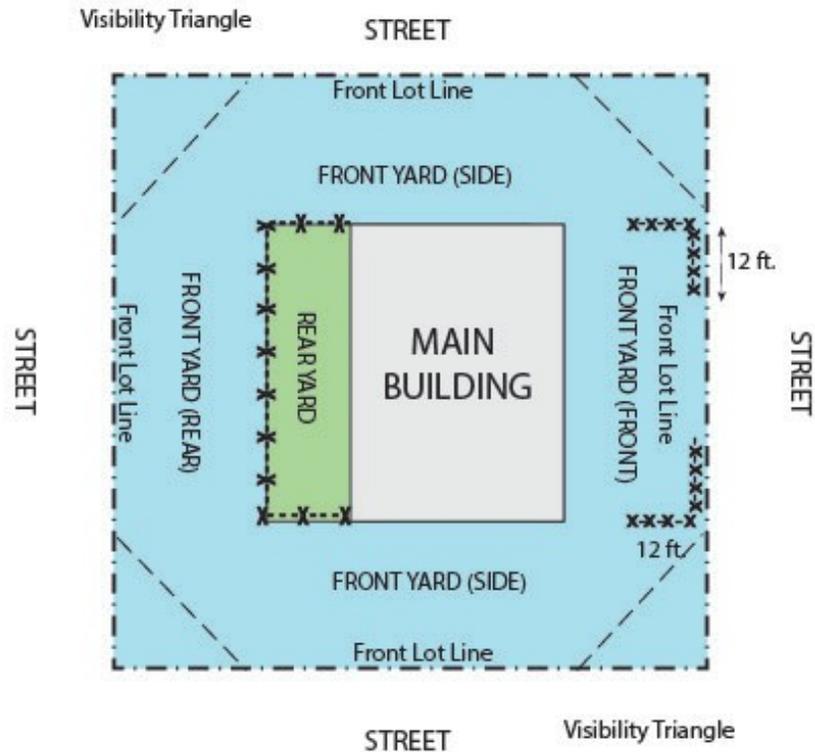
- X--X 6 ft.
- X-X 4 ft. plus bonus
- xxx 3 ft.



F. Fences within the rear yard on a through (entire block) lot may be up to 100 percent closed and not exceed six feet in height (see Illustration F).

ILLUSTRATION F

Allowable Fence Height Through (Entire Block) Lot
 X--X 6 ft.
 X-X-X 3 ft.



G. No chain link shall be used in any residential front yard.

15.3-2 *Minor Variations*: The Community Development Director or designee shall have authority, but not the obligation, to grant minor or technical variations to these standards where: 1) conditions are physically unique and would result in a height variation of 6 inches or less; 2) approval of an open fence that meets the intent of 30% open or 50% open but does not exactly meet the requirement; 3) approval to locate a fence closer to a property line than allowed and/or up to a 10' deviation from a rear elevation alignment requirement, because of a physical obstruction that would prevent the placement of the fence in the required location. Any minor or technical variation shall be documented and presented to the Planning and Zoning Commission at their next regular meeting for their information.

15.3-3 *Side and rear yards*: Side yard and rear yard, fences, may be up to 100% closed, and shall not exceed six feet in height, provided that buffer fencing shall be

permitted in accordance with the provisions of Section 15.6 of this Zoning Code. Fences in the rear yards of lots fronting the following four lakes shall be regulated per Section 15.9: Woods Creek Lake, Goose Lake, Willow Lake, and Lake Scott.

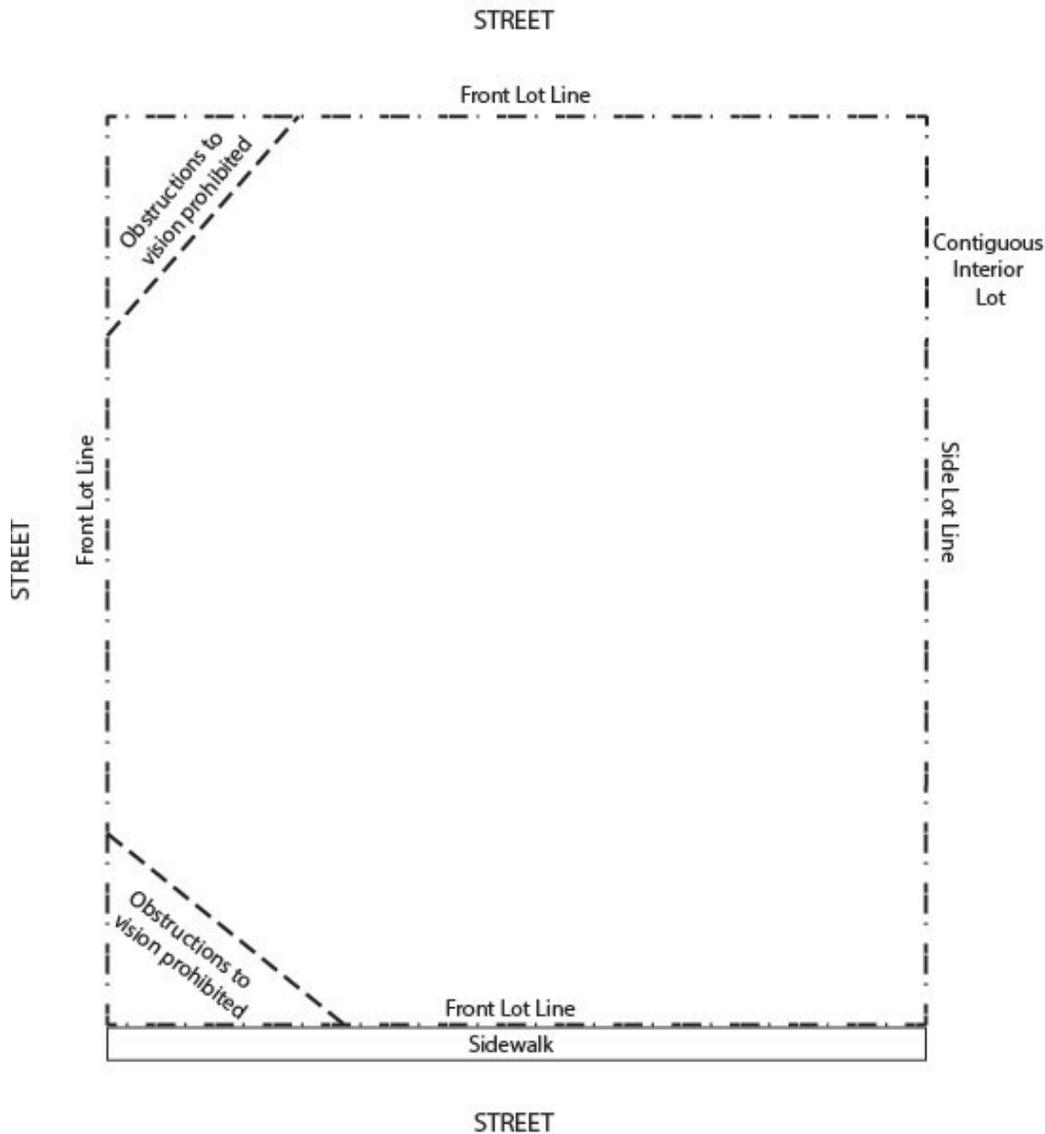
15.3-4 *Temporary Fencing*: Temporary fencing for special events or constructions sites shall obtain a permit and follow Building and Fire Code safety standards for means of egress requirements and be securely mounted. Temporary fencing shall be of suitable materials and may consist of chain link and may be a maximum height of 8 feet.

15.4 VISION OBSTRUCTIONS PROHIBITED:

No fence, screening, or other structure shall be constructed on any corner lot taller than 24 inches in height from curb level or street crown if located within the area of a sight-line triangle, two legs of which are a distance of 23 feet each when measured along each of the intersecting front lot lines and from the point where such lines intersect (See Illustration G). Distance is measured from lot line, or from road right-of-way where closer to building (lot line in right-of-way), or from edge of pavement where no right-of-way exists and edge of pavement is closer to building than lot line (lot line within roadway). Sight-line triangle distances may be increased by the Community Development Director in order to account for any unique site constraints which would necessitate increased sight-line distances.

ILLUSTRATION G

Vision Area - Corner Through Lot



15.5 EXEMPTIONS:

15.5-1 *Certain Institutional Fences:* Nothing in this Zoning Code shall prohibit the erection of an open mesh-type or chain-link fence for public parks, recreational areas, ballfields, public or private school sites, or property owned by any public utility or agency.

15.5-2 *Soil and Erosion Control:* Nothing in this Zoning Code shall prohibit the erection of soil and erosion control fencing around any disturbed area during construction.

15.5-3 *Snow Fencing*: Nothing in this Zoning Code shall prohibit the erection of snow fencing to control blowing snow between November 1 and April 1 on any property owned by any public utility or agency.

15.5-4 *Certain Terraces and Patios*: Open terraces and patios located in a rear yard may be enclosed by a solid fence not to exceed 72 inches in height and not extending more than 12 feet out from the principal building.

15.6 BUFFER FENCING ADJACENT TO BUSY STREETS:

15.6-1 *Defined*: Buffer fencing is defined as fencing along thoroughfares having a speed limit of 30 miles per hour or higher abutting a rear or front (rear) property line or designated rear yard which does not allow vehicular access to those thoroughfares from abutting lots or tracts.

15.6-2 *Clear Vision Areas*: When two streets intersect, a clear vision area must be maintained by measuring 23 feet from the intersecting lot lines, down each lot line and creating a diagonal line across the two points. This is known as the Clear View Triangle. Buffer fencing shall be located along property lines.

15.6-3 *Location*: Buffer fencing shall be located within 3 to 4 inches back from the property line outside of any required easements.

15.6-4 *Material*: Buffer fencing shall be constructed entirely of sturdy and durable materials such as cedar, or pressure-treated wood, metal, vinyl, or composite materials.

15.6-5 *Height; Style*: Buffer fencing shall be permitted up to a maximum of 6 feet in height and may be a solid style fence.

15.6-6 *Gates*: Permitted gates shall be constructed of the same material and style of the Buffer fencing but shall be of the same construction as the fence.

15.6-7 *Connection of Interior Fencing*: Where buffer fencing is installed; interior fencing is permitted to be extended and connected to the Buffer fencing. *Where two fences of differing heights intersect, the taller fence shall taper down to the shorter fence at a 1 to 1 slope.*

15.7 DOG POUNDS, RUNS & ENCLOSURES:

15.7-1 *Rear Yard and Front Yard (Rear) Only; Lot Line Limitation*: Dog enclosures shall be permitted only in rear and front (rear) yards and shall be located not closer than 10 feet to any lot line, except for rear lot lines along front (rear) yards.

15.7-2 *Construction Standards*: Such enclosures shall be constructed of fencing that is at least 30 percent open, shall not exceed six feet in height and shall not exceed a total of 50 square feet.

15.7-3 *Number Limited*: Only one such enclosure shall be permitted per zoning lot.

15.8 SEPARATION WALLS/FENCING (MULTIPLE FAMILY, BUSINESS, MANUFACTURING PROPERTY):

15.8-1 *Separation Fence Required if Abutting Residential*: Whenever a business abuts a residential area, there shall be erected a wall or durable solid fence at least six feet in height and maintained in good condition. Separation fencing will not be required when perimeter fencing, as required in Section 26, is deemed adequate and comparable screening by the Community Development Director or designee.

15.8-2 *Standard in not Abutting Residential*: Whenever a business or manufacturing zoned property does not abut a residential area, a fence no more than eight feet in height, may be erected in side or rear yards. A three-strand barbed wire extension, not exceeding eighteen inches is permissible, provided it does not encroach upon a neighboring property and is placed on top of a fence a least six feet in height.

15.8-3 Whenever a duplex, townhouse, condominium or any other multiple-family zoned property abuts single family zoned property, a six-foot-high board on board cedar or pressure treated wood fence or approved vinyl, PVC, or metal fence shall be erected between the two areas. Separation fencing will not be required when perimeter fencing, as required in Section 26, is deemed adequate and comparable screening by the Community Development Director or designee.

15.9 LAKEFRONT FENCING:

15.9-1 *Defined*: Lakefront fencing is defined as fencing that is located in the rear yards of lots that abuts one of the following four lakes: Woods Creek Lake, Goose Lake, Willow Lake, and Lake Scott.

15.9-2 *Height:* The maximum height for any lakefront fencing shall be 4 feet exclusive of posts or ornamental objects.

15.9-3 *Setback:* The minimum setback for lakefront fencing is 15 feet from the shoreline or property line, whichever is closest to the principal structure on the lot at the time of permit.

15.9-4 *Percent Open:* Lakefront fencing shall be at least 50% open as viewed at 90 degrees.

15.9-5 *Type of Fences:* Lakefront fencing shall be restricted to vertical pickets or split rails.

15.10 FENCE REFERENCE TABLE:

See Table 15.10 as a reference guide to standards and requirements listed in this Section. Table 15.10 is to be used in conjunction with these standards and is not meant to provide exception or waiver for any standard not listed therein. Should there be any conflict between Table 15.10 and the regulations, text and Illustrations, contained in this Section, the regulations and Illustrations shall take precedence.

Yard Fencing								
Lot Type	Allowable Opacity	Allowable Height	Offsets (Distance from lot line)		Alignment/Location relative to building	Bonus Foot for Lattice Allowed (Yes/No)	Vision Triangles Apply (Yes/No)	Corner Fencing Allowed (Yes/No)
			Distance	From Lot Line Type				
							Section 15.4	Section 15.3-1
Interior Lot								
Front	-	-	-	-	-	No	No	Yes
Side	100%	Up to 6'	-	-	-	No	No	No
Rear	100%	Up to 6'	-	-	-	No	No	No
Corner Lot								
Front yard (front)	-	-	-	-	-	No	Yes	Yes
Front yard (side) - Abutting front yard (side)	100%	Up to 4'	10' or more	Front yard (side) lot line	Behind or in line with rear elevation of building	Yes	Yes	No
Side yard	100%	Up to 6'	-	-	-	No	No	No
Rear yard	100%	Up to 6'	-	-	-	No	No	No
Reversed Corner Lot								
Front yard (front)	-	-	-	-	-	No	Yes	Yes
Front yard (side) - Abutting front yard (front)	100%	Up to 4'	Front yard (front) building setback of adjacent property	Front yard (side) lot line	Behind or in line with rear elevation of building	Yes	Yes	No
Side yard	100%	Up to 6'	-	-	-	No	No	No
Rear yard	100%	Up to 6'	-	-	-	No	No	No
Through Corner Lot								
Front yard (front)	-	-	-	-	-	No	Yes	Yes
Front yard (side)	100%	Up to 4'	Front yard (side) building setback line	Front yard (side) lot line	Behind or in line with rear elevation of building	Yes	Yes	No
Front yard (rear) - Abutting front yard (side or front)	100%	Up to 4'	-	-	-	Yes	No	No
Front yard (rear) - Abutting front yard (rear)	100%	Up to 6'	-	-	-	No	No	No
Side yard	100%	Up to 6'	-	-	-	No	No	No
Rear yard	100%	Up to 6'	-	-	-	No	No	No
Interior Through Lot								
Front yard (front)	-	-	-	-	-	No	No	Yes
Front yard (rear) - Abutting front yard (side or front)	100%	Up to 4'	-	-	-	Yes	No	No
Front yard (rear) - Abutting front yard (rear)	100%	Up to 6'	-	-	-	No	No	No
Side yard	100%	Up to 6'	-	-	-	No	No	No
Rear yard	100%	Up to 6'	-	-	-	No	No	No
Entire Block Through Lot								
Front yard (front)	-	-	-	-	-	No	Yes	Yes
Front yard (side)	-	-	-	-	-	No	Yes	No
Front yard (rear)	-	-	-	-	-	No	Yes	No
Rear yard	100%	Up to 6'	-	-	-	No	No	No

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: 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 28th day of January, 2021 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 28TH DAY OF JANUARY, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:

SECTION 15, FENCES AMENDMENTS COMMENTARY

Key amendments to Section 15, Fences, with commentary, are as follows;

The fence ordinance applies to all fences; residential, commercial, industrial, etc.

~~15.1~~ 15.1 GENERAL PROVISIONS:

~~15.1-1~~ Permit Required: No fence shall be constructed without a permit first having been properly issued therefor in compliance with this section by the Village; ~~provided, however, that no permit shall be required for the installation of sections of decorative fencing in a front yard on any property within the Village.~~ The fee for a fence permit shall ~~be determined~~ determined by the Board of Trustees.

Lot definitions are now included in Section 3, Definitions, not Section 15, Fences.

15.1-7 Definitions: See Section 3 for definitions of Front Yard, Front Yard (side), Front Yard (rear), Front Yard (front), Side and Rear Yards, Through Corner Lot, Reversed Corner Lot, Interior Lot, Corner Lot, Through Lot, and Through (entire block) Lot.

Fences can be made of a wide range of materials, with exceptions made below for corner fencing, buffer fencing, and separation fencing between non-residential and residential – as described below. Fence supports may be fully enclosed.

~~15.2~~ 15.2 CONSTRUCTION STANDARDS:

Section 15.2-1 Standards:

~~A~~ A. All fences shall be constructed of one or more of the following materials: suitable plastic material, (PVC, vinyl, and composite), wood that is treated or a species that is naturally resistant to withstand decay and rot, chain link, decorative aluminum, wrought iron, or other suitable material, as approved by the Community Development Director or his/her designee.

~~B~~ B. All rails and supports shall be on the inside of the fence, such that the decorative side of the fence shall face outward from the property enclosed. Supports may also be internal to the fence so that both sides of the fence have the same decorative appearance.

Fences higher than 4' may now have fence post caps.

D. Fences, other than decorative corner fences, four feet in height or greater are allowed to encroach six inches above the maximum height for posts or ornamental caps on posts.

Corner fencing may now only be 50% permeable, up to 12 feet long, and simply follow the lot lines instead of a set angle.

~~15.3~~ 15.3 PERMITTED FENCING

15.3-1 Front yards:

~~A. Decorative corner~~ Corner fencing sections, such as split rails or pickets or other open type, shall be permissible, and shall be at least 50% permeable to light and air, shall not include any backing, shall not exceed 12 feet in length along each property line, and shall be a maximum of 3 feet in height and at least 70 percent open. Two. The two sections must join together at a 120 degree angle or less running parallel to the respective lot lines to form a corner (corner section), but no corner section may be closer than 10 feet to another corner section (See Illustration A). Corner fencing shall also be allowed in the front yard (front) for corner lots.

~~B. Fence, other than decorative corner fence, within the front yard (side) which abuts another front yard (side) shall be at least 30 percent open, not exceeding five feet in height exclusive of posts or ornamental objects on posts, provided the fence is not closer than ten feet to the property line plus starts and ends at a rear yard.~~

Front yard (side) fences may now be 100% closed and may be up to 4' high. An additional foot in height is allowed for a lattice or 30% top to fence.

Front yard (side) setback on corner lots is still 10', which has not changed, and must be behind rear elevation of building, which has not changed.

~~GB. Fences, other than decorative corner fence, within the front yard (side) on a reversed corner lot **corner lot** may be up to 100 percent closed, shall not exceed four feet in height, and shall not be at least 30 percent open, not exceeding five feet in height exclusive of posts or ornamental objects on posts, provided the fence is not closer than ten closer than 10 feet to the front yard or front yard (side) property line along the street and starts and end at a rear yard. The fence shall not extend closer to the front lot line than the width of the front yard (front) of the adjacent lot. must also be located behind or in line with the rear elevation of the building. Up to an additional foot may be added to the top the fence that is at least 30% open (lattice), (See Illustration B).~~

Front yard (side) setback on reversed corner lots is neighboring front yard setback, instead of entire front yard, and must be behind rear elevation of building.

~~C. Fences, other than decorative corner fence, within the front yard (side) which abut a front yard or front yard (front) on a **reversed corner lot** may be up to 100 percent closed, shall not exceed four feet in height, and shall not extend closer to the front lot line or front yard (side) lot line than the applicable front yard or front yard (front) building setback line of the adjacent lot. Fences shall be located behind or in line with the rear elevation of the building. Up to an additional foot may be added to the top of the fence that is at least 30% open (lattice), (See Illustration C).~~

~~D. Fences, other than decorative corner fence, within the front yard (side) on a through (corner) lot shall~~ may be at least 30 up to 100 percent open, closed shall not exceeding five exceed four feet in height exclusive of posts or ornamental objects on posts, provided the fence is not closer than ten feet to the property line and starts and ends at a rear yard. The fence shall not extend beyond the rear most line of the rear yard. Where and shall not be closer to the front yard (side) property line than the interior fence is taller and adjoining fence shorter, required building setback line. Up to an additional foot may be added to the change in grade shall taper in height to match the adjoining section. (See Illustration I) top of the fence that is at least 30% open (lattice). Fences shall be located behind or in line with the rear elevation of the building.

Front yard (rear) fences on through corner lots may be 4' plus lattice top or 6', depending upon what type of yard the front yard (rear) yard is abutting. Fencing may also be 100% closed.

Fences contained within the front yard (rear) on a through (corner) lot, may be up to 100 percent closed and not exceed four feet in height. Up to an additional foot may be added to the top of the fence that is at least 30% open (lattice). Fences contained within the Rear Yard or where a front yard (rear) is contiguous to another front yard (rear), may be 100 percent closed and shall not exceed 6 feet in height, exclusive of posts or ornamental caps on posts (See Illustration D).

Front yard (rear) fences on interior through lots may be 4' plus lattice top or 6', depending upon what type of yard the front yard (rear) yard is abutting. Fencing may also be 100% closed.

E. Fences contained within the front yard (rear) on an interior through lot, may be up to 100 percent closed and not exceed four feet in height if abutting a front yard or front yard (front). Up to an additional foot may be added to the top of the fence that is at least 30% open (lattice). Fences contained within the rear yard or where a front yard (rear) is contiguous to another front yard (rear) may be 100 percent closed and shall not exceed 6 feet in height, exclusive of posts or ornamental caps on posts (See Illustration E).

Side and rear yard fencing may be 100% closed and may be up to 6', except for the lake properties, explained below.

~~15.3-2-3 Side and rear yards: Fences, at least 30 percent open, Side yard and rear yard, fences, may be up to 100% closed, and shall not exceeding exceed six feet in height exclusive of posts or ornamental objects on posts, provided, however that perimeter buffer fencing shall be permitted in accordance with the provisions of Section 15.426 of this Zoning Code. Fences in the rear yards of lots fronting the following four lakes shall be regulated per Section 15.459: Woods Creek Lake -- Lake #1, Goose Lake -- Lake #2, Willow Lake -- Lake #3, and Lake Scott -- Lake #4.~~

Minor variations by Community Development Director are now limited to three different types of variations and no longer use the 1000' standard.

15.3-2 Minor Variations: The Community Services Development Director or designee shall have authority, but not the obligation, to grant a variation minor or technical variations to these standards to allow construction similar to the nearby properties. Thewhere: 1) conditions are physically unique and would result in a height variation of 6 inches or less; 2) approval of an open fence that meets the intent of 30% open or 50% open but does not exactly meet the requirement; 3) approval to locate a fence closer to a property line than allowed and/or up to a 10' deviation from a rear elevation alignment requirement, because of a physical obstruction that would prevent the placement of the fence in the required location. Any minor or technical variation shall be documented and presented to the Planning and Zoning Commission at their next regular meeting for their information. Differing from existing neighborhood conditions shall be defined as a majority of the similar situations within 1000 feet of the property in question.

Perimeter fencing is now referred to as Buffer fencing. Buffer fencing may now be 6', have wider range of materials and may be 100% closed. Where two fences of differing heights meet, a 1 to 1 slope is the required taper.

~~15.12~~ PERIMETER 15.6 BUFFER FENCING- ADJACENT TO BUSY STREETS:

~~15.126-1- Defined:~~ Perimeter Buffer fencing is defined as ~~fencing~~ fencing along ~~thoroughfares~~ thoroughfares having a speed limit of 30 miles per hour or higher abutting ~~property~~ a rear or front (rear) property line or designated rear yard which does not allow vehicular access to those thoroughfares from abutting lots or tracts.

~~15.6-3~~ Location: Buffer fencing shall be located within 3 to 4 inches back from the property line outside of any required easements.

~~12-6~~ Material: Perimeter Buffer fencing shall be constructed entirely of ~~western red~~ sturdy and durable materials such as cedar, ~~which shall remain in its natural condition except for clear or pressure-treated wood or cedar wood preservatives used to prevent decay and rot,~~ metal, vinyl, or composite materials.

~~15.12-7-6-5~~ Height; Style: Perimeter Buffer fencing shall be ~~five~~ permitted up to a maximum of 6 feet in height and ~~30 percent open, flat topped, board on board.~~ may be a solid style fence.

~~15.12-9-6-7~~ Connection of Interior Fencing: Where ~~perimeter~~ Buffer fencing is installed, interior fencing is permitted to be extended and connected to the ~~perimeter~~ Buffer fencing. Where the interior fencing is six feet high, the change in grade shall be made evenly, with the eight foot section connecting. (See Illustration I.) two fences of differing heights intersect, the taller fence shall taper down to the shorter fence at a 1 to 1 slope.

Separation fencing now takes into account the buffering standards in Section 26.

15.1415.8 SEPARATION WALLS/FENCING (MULTIPLE FAMILY, BUSINESS, MANUFACTURING PROPERTY):

15.148-1- Separation Fence Required —if— Abutting Residential: Whenever a business abuts a residential area, there shall be erected a wall or durable solid fence at least six feet in height and maintained in good condition. Separation fencing will not be required when perimeter fencing, as required in Section 26, is deemed adequate and comparable screening by the Community Development Director or designee.

15.148-2- Standard in not Abutting Residential: Whenever a business or manufacturing zoned property does not abut a residential area, a fence of at least six feet in height, but no more than eight feet in height, may be erected. in side or rear yards. A three-strand barbed wire extension, not exceeding eighteen inches is permissible, unless permissible, provided it does not meet the applicable setback standard encroach upon a neighboring property and is placed on top of a fence a least six feet in height.

15.148-3- Whenever a duplex, townhouse, condominium or any other multiple family zoned property abuts single family zoned property, a six-foot-high board on board cedar or pressure treated wood fence or approved vinyl, PVC, or metal fence shall be erected between the two areas. The later of Separation fencing will not be required when perimeter fencing, as required in Section 26, is deemed adequate and comparable screening by the —two—builders shall be responsible for the fence Community Development Director or designee.



REQUEST FOR BOARD ACTION

MEETING DATE: January 26, 2021

DEPARTMENT: Community Development

SUBJECT: Text Amendments to Section 11, Permitted and Conditional Use Chart

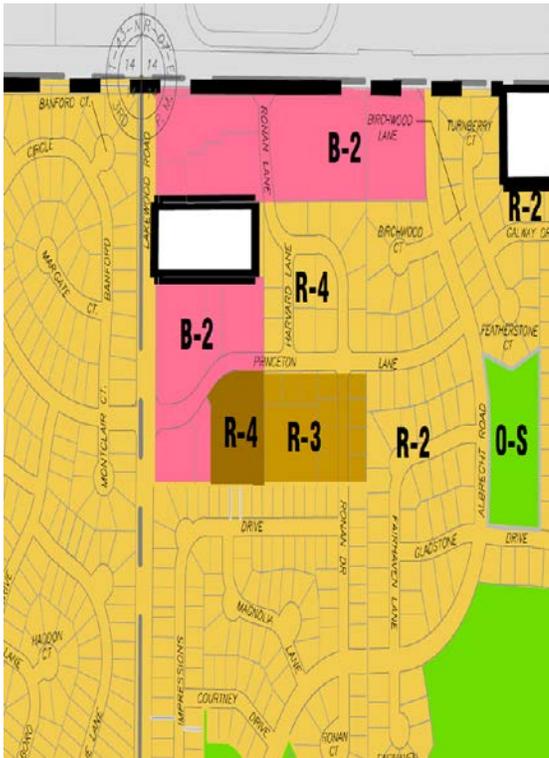
EXECUTIVE SUMMARY

Staff proposes updates to the Permitted and Conditional Use Chart to allow outdoor storage of materials, vehicles, and equipment accessory to a principle use, as a Conditional Use in the B-1 and B-2 Zoning Districts. Currently the ordinance indicates outdoor storage is not permitted in these districts.

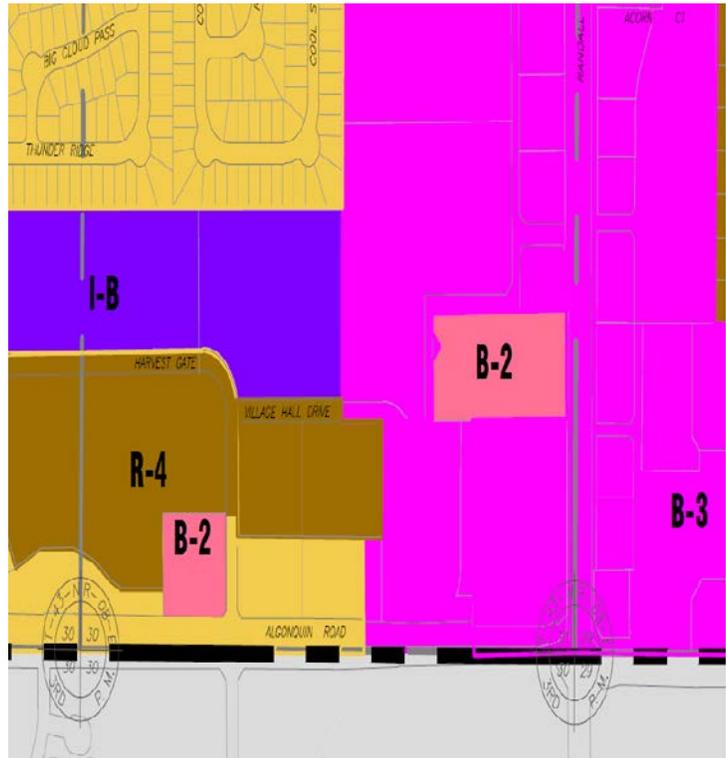
The proposed updates are to allow for outdoor storage activities in the B-1, Business Transitional Zoning District, and B-2, Neighborhood Convenience Zoning District in order to help support businesses. In addition, requiring a conditional use approval will allow for conditions to be imposed to appropriately control any adverse impacts the storage activities could potentially have to adjacent and nearby properties.

A review of the Zoning Map reveals this update would allow for outdoor storage to potentially occur on 26 parcels currently zoned B-1 or B-2 that are generally grouped in four geographic regions as follows:

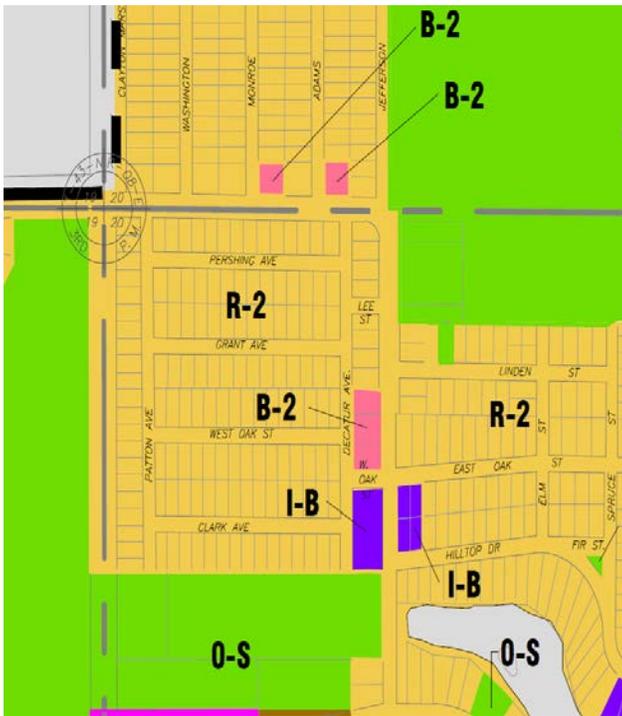
Lakewood Road / Ackman Road area:



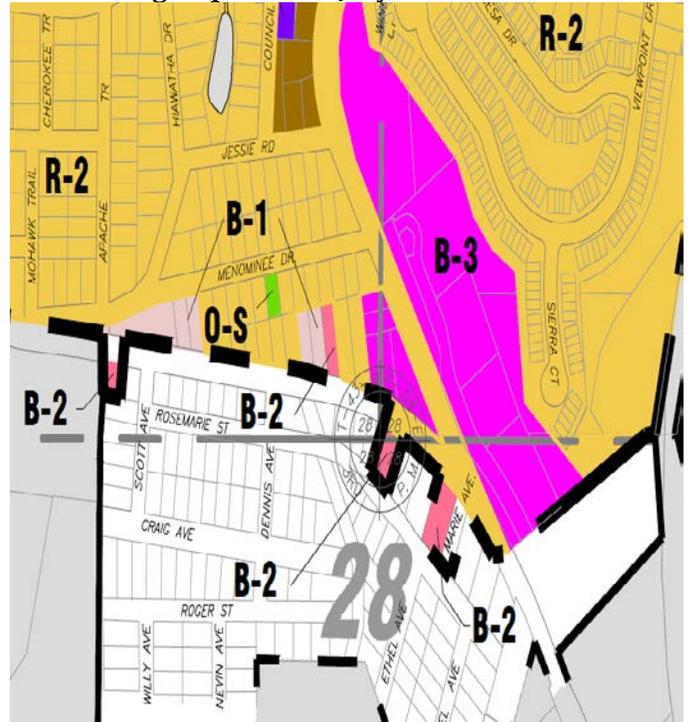
Algonquin Road / Randall Road area:



Crystal Lake Road/ Miller Road area:



Algonquin Road/ Pyott Road area:



A public hearing for these text amendments was held by the Planning and Zoning Commission at their two most recent meetings. There were no public comments. Commissioners voted unanimously to recommend approval of the proposed changes.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Staff Reports to Planning & Zoning Commission - December 2020, and January 2021 meetings
2. Ordinance

RECOMMENDED MOTION

Motion to approve an ordinance to amend Section 11, Permitted and Conditional Use Chart, of the Zoning Ordinance to allow outdoor storage of materials, vehicles, and equipment accessory to a principle use in the B-1, Business Transitional Zoning District and the B-2, Neighborhood Convenience Zoning District.



REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION

PLANNING AND ZONING COMMISSION

MEETING DATE: December 14, 2020

DEPARTMENT: Community Development

SUBJECT: Zoning Text Amendments to Section 11, Permitted and Conditional Use Chart

EXECUTIVE SUMMARY

It has come to staff's attention that the current Permitted and Conditional Use Chart of the Zoning Ordinance does not permit outdoor storage of materials, vehicles, or equipment as accessory to the principle use of a property in the B-1, Business Transitional Zoning District. Staff proposes consideration be given for an update of the Permitted and Conditional Use Chart to allow for these types of accessory uses in the B-1 District. Staff would further suggest that due to the transitional designation of the district, such accessory uses only be considered as possible with a conditional approval. This change will help to better serve properties in the Village with a B-1 business designation, yet still ensure a level of protection to nearby properties that have residential zoning designations.

According to the Zoning Ordinance, the B-1, Transitional Business District is established for uses which may be reasonably established in a building originally designed and constructed for residential use. The Transitional Business District is intended to provide land and structures to be used primarily as space for professional offices and service uses. Residences, built and designed as a home, are allowed as a permitted use, and a single dwelling unit is allowed in a building containing a business use. The uses permitted are characterized by a low volume of traffic and limited outdoor signing.

For consideration, attached is the proposed change to Section 11 of the Zoning Ordinance, to update the Permitted and Conditional Use Chart such that a Conditional Use may be permitted in the B-1, Transitional Business Zoning District.

ATTACHMENTS

1. Proposed change to Section 11, Permitted and Conditional Use Chart

RECOMMENDED ACTION

Commission recommends approval to the Village Board to amend Section 11, Permitted and Conditional Use Chart of the Zoning Ordinance, to allow for a conditional use for outdoor storage of materials, vehicles, and equipment accessory to a principle use in the B-1, Business Transitional Zoning District.



REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION

PLANNING AND ZONING COMMISSION

MEETING DATE: January 18, 2021

DEPARTMENT: Community Development

SUBJECT: Zoning Text Amendments to Section 11, Permitted and Conditional Use Chart

EXECUTIVE SUMMARY

It had come to staff's attention that the current Permitted and Conditional Use Chart of the Zoning Ordinance did not permit outdoor storage of materials, vehicles, or equipment as accessory to the principle use of a property in the B-1, Business Transitional Zoning District. The change to allow this was discussed and approved by the Commission at the December 14, 2020 meeting. Discussion occurred during that meeting, to consider also allowing this change in the B-2, Neighborhood Convenience Zoning District.

Staff proposes consideration be given for an update of the Permitted and Conditional Use Chart to allow for these types of accessory uses in the B-2 District as well. Staff would further suggest such accessory uses only be considered as possible with a conditional approval. This change will help to better serve properties in the Village with a B-2 business designation, yet still ensure a level of protection to nearby properties.

According to the Zoning Ordinance, the B-2, Neighborhood Convenience Business District is established to meet the needs of the immediate neighborhood. It is intended to provide convenience shopping for persons living in adjacent residential areas. Permitted uses shall be those that are appropriate to satisfy basic shopping needs which occur on a frequent or daily basis.

For consideration, attached is the proposed change to Section 11 of the Zoning Ordinance, to update the Permitted and Conditional Use Chart such that a Conditional Use may be permitted in the B-2, Transitional Business Zoning District.

ATTACHMENTS

1. Proposed change to Section 11, Permitted and Conditional Use Chart

RECOMMENDED ACTION

Commission recommends approval to the Village Board to amend Section 11, Permitted and Conditional Use Chart of the Zoning Ordinance, to allow for a conditional use for outdoor storage of materials, vehicles, and equipment accessory to a principle use in the B-2, Neighborhood Convenience Zoning District.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021-_____

**An Ordinance Granting Text Amendments to Section 11,
"Permitted and Conditional Use Chart", of the
Lake in the Hills Zoning Ordinance**

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, a representative of the Village of Lake in the Hills petitioned the Village to consider texts amendment to Section 11, Permitted and Conditional Use Chart; and

WHEREAS, public hearings were held by the Village of Lake in the Hills Planning and Zoning Commission, after due notices in the manner provided by law; and

WHEREAS, the Planning and Zoning Commission, after deliberations, has made a report and made its recommendations relative to the text amendments; and

WHEREAS, the President and Board of Trustees have considered the report and recommendation of the Planning and Zoning Commission and all of the evidence presented by the petitioner at the public hearings before the Planning and Zoning Commission;

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

SECTION 1: The Corporate Authorities find that the statements in the foregoing preamble are true.

SECTION 2: The recommendation of the Planning and Zoning Commission on the question of approving the text amendments to the Zoning Ordinance is hereby accepted.

SECTION 3: That Section 11, Permitted and Conditional Use Chart, Section 11, shall be amended to read as follows:

**SECTION 11
PERMITTED AND CONDITIONAL USE CHART**

P - Permitted Use
C - Conditional Use

A 1	R E 5	R E 2	R E 1	R 1 A & B	R 2	R 3	R 4	USE	B 1	B 2	B 3	B 4	B 5	M 1	M 2	O S	I B	A D 1	A D 2
								Outdoor Storage of Materials/Vehicles/Equipment accessory to principle use	C	C	C	C		C	C		C	C	C

SECTION 4: 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 continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: 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 28th day of January, 2021 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 28TH DAY OF JANUARY, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: