



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

MARCH 9, 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 March 9, 2021.

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Finance
 1. Ordinance approving Budget Amendments for Fiscal Year Ending December 31, 2021
 - B. Police Department
 1. Lateral Officer Hire above Authorized Staffing Level
 - C. Public Works
 1. Reject all Bids for the 2021 Grounds Maintenance Services Contract
 2. Commercial Services Activity Agreement with World Resolutions, LLC
5. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Bogdanowski
 - D. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - E. Trustee Bojarski
 - F. Trustee Murphy
 1. Parks and Recreation Board Liaison Report
6. Village President
7. Audience Participation
8. Motion to enter into Closed Session to discuss Collective Negotiating Matters between the Public Body and its employees (5 ILCS 120/2 (c))

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: March 9, 2021

DEPARTMENT: Finance

SUBJECT: Ordinance Approving Budget Amendments to the Operating Budget for the Fiscal Year Ending December 31, 2021

EXECUTIVE SUMMARY

Additional funds are being requested in the 2021 Fiscal Year Budget to fund unanticipated costs in two Village funds.

In the Police Department - Patrol Division of the General Fund, \$22,500 is being requested to fund salary and benefit costs for the lateral hire of a Police Officer for a three-month overlap period to allow for proper training time. While the hiring of this officer will add a potential \$9,500 to Police Pension liabilities, it will not be payable until 2022 and will be included in the next fiscal year's budget submittal.

In Special Service Area #6 Fund, staff seeks Board approval to partner with the Village of Huntley and have Christopher B. Burke Engineering provide professional ecological maintenance services to the Lake in the Hills east portion of the Southwind natural area, in an amount not to exceed of \$6,510. Christopher B. Burke Engineering, Ltd. was contracted by the Village of Huntley to evaluate site conditions, provide maintenance and enhancement activities, and prepare maintenance recommendations including a Long-Term Maintenance and Monitoring Plan for the Southwind natural areas. The Village of Huntley and Lake in the Hills share Wetland 2. The Village of Lake in the Hills owns the portion of Wetland 2 located at the southeast corner of the natural area. In an effort to maintain the entire natural area, the Village of Huntley contacted Lake in the Hills and provided a proposal from Christopher B. Burke on 2021 maintenance activities.

FINANCIAL IMPACT

Approving the proposed Ordinance will provide authorization to expend an additional \$22,500 from the General Fund for the lateral hire of a Police Officer for a three-month period and an additional \$6,510 for ecological maintenance services to the east portion of the Southwind natural area.

ATTACHMENTS

Proposed Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance Approving Budget Amendments to the Operating Budget for the Fiscal Year Ending December 31, 2021.

VILLAGE OF LAKE IN THE HILLS

Ordinance 2021-_____

**An Ordinance Approving Budget Amendments
to the Operating Budget for the
Fiscal Year Ending December 31, 2021**

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

WHEREAS, the Village of Lake in the Hills acting by and through its President and Board of Trustees has previously approved an Operating Budget for the Fiscal Year ending December 31, 2021 as part of Ordinance No. 2020-36; and

WHEREAS, it is necessary and appropriate to delete, add to, or otherwise change certain sub-classes within object classes and certain object classes themselves in said Operating Budget as provided in Exhibit A to this Ordinance;

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 amendments to the Operating Budget for the Fiscal Year Ending December 31, 2021 are hereby approved in the form and content as provided in Exhibit A which is attached hereto and made a part thereof.

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 immediately from and after its passage by a vote of two-thirds of the corporate authorities and approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 11th day of March, 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 11TH DAY OF MARCH 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:

Exhibit A

03-11-2021

Village of Lake in the Hills
Budget Transfer/Amendment
For the Fiscal Year Ending December 31, 2021

Account Number	Account Description	Current Budget Amount	Revised Budget Amount	Increase (Decrease)	Amendment Description
GENERAL FUND					
Police Department - Patrol					
100.20.20-50.04	Salaries & Wages Full Time	3,359,489	3,378,589	19,100	Three months of salary costs for lateral hire Police Officer
100.20.20-51.04	Taxes & Benefits FICA	276,573	278,073	1,500	Three months of FICA costs for lateral hire Police Officer
100.20.20-51.20	Taxes & Benefits Health & Life Insurance	547,410	549,310	1,900	Three months of health insurance costs for lateral hire Police Officer
	Total - Police Department - Patrol			22,500	
	TOTAL GENERAL FUND			22,500	
SSA#6 FUND					
Special Service Area #6					
328.00.00-61.04	Maintenance Grounds	17,520	24,030	6,510	Ecological maintenance services to east portion of Southwind natural area
	Total - Special Service Area #6			6,510	
	TOTAL SSA#6 FUND			6,510	
	TOTAL ALL FUNDS			29,010	



REQUEST FOR BOARD ACTION

MEETING DATE: March 9, 2021

DEPARTMENT: Police

SUBJECT: Lateral Officer Hire Above Authorized Staffing Level

EXECUTIVE SUMMARY

The department has a projected retirement in July of this year that will create an opening for a police officer position. The patrol division has been running short-staffed, between one and three positions since January of 2019. To expedite the transition and training of a new person the recommendation is to hire a lateral officer candidate to fill the projected opening on or around April 12. This will allow the candidate to start the sixteen-week field training program needed for solo-patrol duties. Starting the new officer before the position vacancy will have them ready for solo-patrol duties around July 30 instead of October 29 if the position is filled in July.

FINANCIAL IMPACT

The estimated salary and benefits cost for the new officer from April 12 to July 12 is \$32,000. A Budget Amendment is being presented as a separate item.

ATTACHMENTS

None

RECOMMENDED MOTION

Motion to approve and authorize the Police Department to exceed the authorized staffing level and hire one officer on or around April 12 for the projected vacancy in July.



REQUEST FOR BOARD ACTION

MEETING DATE: March 09, 2021

DEPARTMENT: Public Works

SUBJECT: Reject all Bids for the 2021 Grounds Maintenance Services Contract

EXECUTIVE SUMMARY

Staff seeks Board approval to reject all bids for the grounds maintenance services contract that opened on January 29, 2021.

Staff released a Request for Proposal (RFP) for the grounds maintenance services contract on October 26, 2020. The RFP invitation was sent to forty-nine vendors, posted on the Village's website, and published in the *Northwest Herald*. Staff received and opened three sealed bids on January 29, 2021. After reviewing each bid, staff determined that all three bids were non-responsive. Two of the bids did not contain complete pricing and the vendor that submitted the third bid did not provide unit pricing. After discussing each bid internally and with each respective vendor, staff believes that it is in the Village's best interest to reject all bids and rebid.

Staff rebid the grounds maintenance service contract earlier this month and made some adjustments to the RFP document to make it easier for vendors to provide unit pricing and provide accurate totals. Staff plan to bring forth a contract award recommendation to the Village Board at the March 23rd Committee of the Whole Meeting.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. RFP Results

RECOMMENDED MOTION

Motion to reject all bids for the grounds maintenance services contract that opened on January 29, 2021.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Guy Fehrman, Streets Superintendent
Date: February 5, 2021
Subject: RFP Results – Grounds Maintenance Services

The RFP opening for Grounds Maintenance Services was held at the Public Works Facility on January 29, 2021 at 10:00 a.m. Due to the Illinois COVID-19 Resurgence Mitigations that were in place earlier this month, the RFP opening was conducted via GoToMeeting.com and all interested parties were invited to view and participate in the GoToMeeting.com RFP opening. Mr. Peter D’Agostino from the Village of Lake in the Hills Public Works Department opened and read aloud the following sealed RFP submittals:

Company	Year	Total Cost Per Year – Grounds Maintenance Services	Bidder Acknowledges Addendum #1	Bidder Acknowledges Addendum #2
Mark 1 Landscape, Inc. (Bartlett, IL)*	2021	\$490,525.00 As read \$582,964.50 Corrected	No	Yes
	2022	\$490,525.00 As read \$582,964.50 Corrected		
	2023	\$490,525.00 As read \$582,964.50 Corrected		
Ryco Landscaping (Lake in the Hills, IL)*	2021	\$557,000.00 As read \$560,691.00 Corrected	Yes	Yes
	2022	\$557,000.00 As read \$560,383.00 Corrected		
	2023	\$557,000.00 As read \$560,383.00 Corrected		
LCU Properties (Machesney Park, IL)**	2021	\$1,373,576.52 As-read	No	Yes
	2022	\$1,373,576.52 As-read		
	2023	\$1,373,576.52 As-read		

*Bidder did not provide pricing for all items listed in the RFP

**The Village has determined that this bidder is non-responsive.

Village staff will review the RFP submittals further and plan to make a recommendation to the Village Board of Trustees at an upcoming Village Board meeting.



REQUEST FOR BOARD ACTION

MEETING DATE: March 9, 2021

DEPARTMENT: Public Works

SUBJECT: Commercial Services Activity Agreement with World Resolutions, LLC

EXECUTIVE SUMMARY

Staff seeks Board approval to enter into a commercial service activity agreement with World Resolutions, LLC.

The Lake in the Hills Airport Rules and Regulations require commercial activities which operate from the Lake in the Hills Airport to enter into an agreement with the Village. World Resolutions LLC, d/b/a Pilot Flight Training Courses plans to continue to offer flight training at the airport as they have been for the previous four years. Their last commercial activity agreement was signed in 2017 and expires this month. The agreement grants World Resolutions LLC access to the airport while establishing service standards, insurance requirements, and a commitment to observe the airport rules and regulations and minimum standards.

The agreement will be in effect March 12, 2021 through March 11, 2025. The agreement is based on the standard agreement found in the Airport Minimum Standards. Required insurance coverage has been obtained and is on file.

FINANCIAL IMPACT

An annual fee of \$93.29 will be collected from any flight instructors on record during the course of the year with World Resolutions, LLC d/b/a Pilot Flight Training Courses and paid to the Airport Operating and Maintenance Fund.

ATTACHMENTS

1. Commercial Service Activity Agreement with World Resolutions, LLC

RECOMMENDED MOTION

Motion to approve the Commercial Service Activity Agreement with World Resolutions, LLC.

VILLAGE OF LAKE IN THE HILLS

LAKE IN THE HILLS AIRPORT AGREEMENT AUTHORIZING SERVICES

THIS AGREEMENT is entered into as of the 11th day of March 2021, by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Village”) and World Resolutions LLC, dba Pilot Flight Training Courses (the “Operator”);

Section 1. Term of Agreement. This Agreement shall be effective as of March 12, 2021 and shall automatically terminate on March 11, 2025 unless this agreement is terminated prior to that time under the provisions contained herein.

Section 2. Location of Operations. During the term of this Agreement, and by separate Lease, the Operator shall maintain the necessary office and operations space at the Lake in the Hills Airport (the “Airport”) in the location and facilities depicted on Exhibit A attached to and by this reference incorporated into this Agreement for the purpose of conducting the operations authorized herein, provided that during the term of this Agreement the Operator adheres to these Minimum Standards and the Village’s rules and regulations relating to Airport operations, as adopted by Village ordinance, and as may be amended from time to time with regard to its authorized activities.

Section 3. Permitted Activities.

(a) While this Agreement is in effect and the Operator is not in default, the Operator shall have the permission of the Village to engage in the following, but only the following, business activities at the Airport, as defined in the Minimum Standards:

Aircraft Flight Training

(b) It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide any aeronautical related services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Village reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical or related nature.

Section 4. Validation of Activities. The operator shall be responsible for notifying the Village of changes in services, equipment, staffing and other items that increase or decrease fees paid to the Village. Failure of the operator to notify the Village of the same within 30 days of such changes shall constitute a breach of this agreement and shall be sufficient grounds to terminate this agreement. The Village may request additional information or conduct announced or unannounced onsite inspections of the operator’s facilities to validate the accuracy of the commercial activities.

Section 5. Village Services. The Village reserves the right, but shall not be obligated to the Operator, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, or to provide for the same to be performed by third parties, together with the right to direct and control all activities of the Operator with regard to the public landing areas and ramp areas of the Airport and the maintenance thereof.

Section 6. Public Portions of Airport. The Operator shall have use and have access to all public portions of the Airport for taxi, landing, and takeoff of aircraft and shall have use of roads and public automobile parking lots in the same manner and to the same extent as any member of the public. In addition to the Operator's hangar space, the Operator shall have priority use of the ramp area adjacent to and in front of its hangar for staging and conducting its commercial activity. The priority use area shall be of a size reasonably agreed upon by the Operator and the Village's representative. The Operator shall have use of this priority area for the purposes of parking aircraft, loading aircraft, and preparing aircraft prior to takeoff, but not for overnight parking of aircraft. The Operator shall not conduct any operations on public portions of the Airport unless written authorization is granted for such use by the Village. The Village reserves the right to further develop or improve the landing area of the Airport as it deems necessary, regardless of the desires or view of the Operator and without interference or hindrance there from. The Village reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction together with the right to prevent the Operator from erecting or permitting to be erected any building, other structure, or device on or adjacent to the Airport which, in the opinion of the Village, would limit the usefulness of the Airport or constitute a hazard to aircraft. In enforcing the foregoing rights, the Village further reserves the right to relocate the Operator's operations and facilities, at the sole cost of the Village.

Section 7. Payments to Village. Payments to the Village shall be due on or before the first day of each month. Operator shall pay to the Village fees for the right to conduct the permitted activities in accordance with the Commercial Activity Fees Schedule attached hereto as Exhibit B and by this reference incorporated into this Agreement. It is expressly understood and agreed to by the Operator that the above charges are not a tax separately payable by any customer of the Operator, and that the Operator is prohibited from designating or itemizing said charges, or any portion thereof, on any invoice or receipt for any customer.

Section 8. Delinquent Payments. Any payments required by this Agreement shall be considered delinquent after the 10th day of the month they are due and payable. A service charge of 10 percent per month from the date due and payable until paid shall be charged the Operator for such delinquencies. Any payments which are delinquent for more than 30 days shall constitute a default.

Section 9. Indemnity. The Operator shall defend, indemnify, and keep and hold harmless the Village and its trustees, officers, employees, agents, and representatives from and against any and all claims, demands, suits, judgments, costs, and expenses asserted or claimed by any person or persons by reason of death or bodily injury to any person or persons, or loss or damage to any property, resulting in whole or in part from the business, activities or any operations of the Operator, including without limitation, any loss or damage to the Operator or its business.

Section 10. Insurance. The Operator shall obtain and maintain continuously in effect at all times during this agreement, at the Operator's sole expense, insurance issued by an insurance company licensed to do business in the State of Illinois for the following types and limits:

A. Aircraft Liability (including passengers)

1. Piston: \$1,000,000 Combined Single Limit, \$100,000 Passenger Bodily Injury, Per Occurrence
2. Turboprop: \$3,000,000 Combined Single Limit, Per Occurrence
3. Turbojet: \$5,000,000 Combined Single Limit, Per Occurrence

B. General Liability

1. Premise: \$1,000,000 Combined Single Limit Per Occurrence
2. Products/Completed Operations: \$1,000,000 Combined Single Limit per Occurrence

C. Hangar Keepers Liability:

1. Required when Hangar Owner/Lessee has in their care, custody, and control, aircraft belonging to another individual or entity.
2. Piston: \$500,000 Per Aircraft, \$1,000,000 Per Occurrence
3. Turboprop: \$1,000,000 Per Aircraft, \$2,000,000 Per Occurrence
4. Turbojet \$3,000,000 Per Aircraft, \$5,000,000 Per Occurrence

D. Workers Compensation:

1. Part 1, As required by State Statute
2. Part 2, Employers Liability:
 - i. \$500,000 Per Accident
 - ii. \$500,000 Per Employee
 - iii. \$500,000 Policy Limit

E. Commercial Operators Operating an Aircraft Fuel Dispensing Service:

A Commercial Operator operating an Aircraft fuel dispensing service is required to carry the following types of insurance in the limits specified, in addition to the Minimum Insurance Requirements:

1. Pollution liability coverage to the extent reasonably available with a minimum limit of one million dollars (\$1,000,000) per occurrence and in the aggregate;
2. General commercial liability and products liability with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.

F. Additional Insured:

All policies of insurance required herein, except for workers' compensation and employer's liability coverage, shall contain a cross liability endorsement and a severability of interest provision, and shall be expressly endorsed to name each of the following as a Co-Insured for any liability arising out of the Commercial Operator's or any of its subcontractor's operations at the Airport: **The Village of Lake in the Hills and its Board of Trustees, officers, appointees, employees, servants, attorneys, legal representatives, agents, and/or representatives.**

Each endorsement and subrogation waiver shall be evidenced by a Certificate of Insurance. It can't be terminated without 60 days written notice. The Certificate of Insurance shall list the following legal entity as the Certificate Holder:

Village of Lake in the Hills

600 Harvest Gate

Lake in the Hills, IL 60156

In addition to providing the Village with the Certificate of Insurance, the Additional Endorsement Documentation naming the Village of Lake in the Hills and its Board of Trustees, officers, appointees, employees, servants, attorney, legal representatives, agents, and/or representatives shall be provided as proof of that the appropriate additional insured is named as specified herein.

No deductible amount in excess of five thousand dollars (\$5,000.00) or self-insurance shall be used to satisfy the Commercial Operator's minimum insurance requirements hereunder without the prior written approval of the Village.

G. Cancellation and Form

Each policy of insurance required herein shall contain a provision that it may not be canceled before expiration of its term except upon sixty (60) days written notice to the Village and shall be issued by an insurance company licensed to do business in the State of Illinois. The Commercial Operator shall provide a copy of all policies of insurance the Commercial Operator is required to procure and maintain under the requirements herein to the Airport Manager.

H. Changes and Additional Rights

The limits set forth herein shall be increased at the Commercial Operator's expense, if additional amounts are required by any federal or state regulations or by the Village. If a Commercial Operator shall at any time fail to furnish, maintain or renew any of the insurance required herein, or shall fail to furnish certificate(s) of insurance and Additional Insured Endorsement(s) evidencing the insurance coverage required herein, the Village shall have the right, but not the obligation, to obtain such insurance coverage, and all amounts so paid by the Village shall constitute an obligation on the part of the Commercial Operator becoming immediately due and payable. The Village's rights in this paragraph are in addition to any other remedies it may have.

All certificates of coverage displaying requirements (i.e. additional insured's waiver of subrogation, notice of cancellation) shall be issued directly from the insurance carrier.

The failure of the Operator to comply with the insurance provisions of this section shall be considered default by the Operator and sufficient grounds to terminate this Agreement.

Section 11. Fees, Licenses, and Taxes. The Operator shall pay all fees, licenses, and taxes on personal property use in the operation of its business.

Section 12. Service Standards. The Operator agrees:

- (a) To furnish good, prompt, and efficient services adequate to meet all reasonable demands for goods and services of the kinds it renders at the Airport; and
- (b) To furnish goods and services on a fair, equal, and non-discriminatory basis to all users thereof; and
- (c) To charge fair, reasonable, and non-discriminatory prices for all goods and services provided by the Operator hereunder, provided that the Operator shall be allowed to give reasonable and non-discriminatory discounts, rebates, or similar types of price reductions; and
- (d) That the facilities of the Operator for the purpose of providing goods and services at the Airport shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for such goods and services.

Section 13. Non-Exclusive Use. This Agreement shall in no way convey the exclusive use of any part of the Airport, except those portions exclusively leased to, or provided to, the Operator and as specifically allowed herein, and shall not be construed as providing any special privilege for any public portion of the Airport, with the exception of priority use of the adjacent ramp area as provided above. The Village reserves the right to lease to other parties any other portion of the Airport for any purpose deemed suitable for the Airport by the Village.

Section 14. Assignment. The Operator shall not assign any rights provided in this Agreement without the specific prior written consent of the Village. Any such unauthorized assignment shall be void and shall be cause for immediate termination of this Agreement.

Section 15 Transfer of Stock or Ownership of Operator. The Operator understands and agrees that this Agreement is non-transferable and, during the term of this Agreement, any transfer of a controlling ownership interest in the Operator shall be cause for immediate termination of this Agreement.

Section 16. Agreements of Village with United States, State of Illinois, or Agencies. The terms and conditions of this Agreement shall not be construed to prevent the Village from making any commitments it desires to the United States Government, or to the State of Illinois, or to any agency thereof, so as to qualify for the expenditure of federal or State funds at the Airport. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Village, or its predecessors or successors, and the United States or the State of Illinois, relative to the operation or maintenance of the Airport, the execution of which has been made or may be required as a condition precedent to the expenditure of federal or State funds for the development of the Airport.

Section 17. Rules, Regulations, Minimum Standards, and Codes. The Operator agrees to comply with, and be subject to, all of the following:

- (a) The Airport Rules and Regulations and the Airport Minimum Standards adopted by the Village, as amended from time to time, regarding the management, use, and operation of the Airport; and
- (b) All applicable Federal, State, and Village building, zoning, and hazard codes; and
- (c) All applicable governmental rules, regulations, standards, and requirements relating to the storage and disposal of aviation fuel or any other toxic materials and contaminants. The Operator shall be solely responsible for obtaining and maintaining all necessary permits for storage and disposal and shall provide the Village with copies of such permits and evidence of compliance with the terms and conditions thereof. Improper storage or disposal of toxic materials or contaminants shall be grounds for termination of this Agreement. The Operator shall be responsible for the costs of correcting any contamination or damage to the leased premises and facilities and/or adjacent areas caused by it or its agents' improper storage, disposal, or use of any such materials, and such responsibility by the Operator shall survive the termination of this Agreement.

Section 18. Notices. Whenever any notice or payment is required by this Agreement to be made, given, or transmitted to the parties hereto, such notice or payment shall be deemed delivered if given in person or by registered or certified mail as follows:

If to the Village:

Village Administrator
Village of Lake in the Hills
600 Harvest Gate

Lake in the Hills, Illinois 60156

If to the Operator:

World Resolution, LLC
Dbas Pilot Flight Training Courses
640 Juniper Lane
Lake in the Hills, IL 60156
Attn: Joseph Standley

Section 19. Waiver of Terms. The waiver by the Village to the Operator of any breach of any term, covenant, or condition herein contained shall not be deemed waiver of a subsequent breach.

Section 20. Construction. This Agreement shall be construed in accordance with the laws of, but not the conflict of laws rules of, the State of Illinois. This Agreement constitutes the entire Agreement between the parties, and it may not be altered, amended, or modified except by written agreement of all parties hereto. The Operator and the Village expressly consent to jurisdiction in the Circuit Court of the Twenty-second Judicial Circuit, McHenry County, Illinois.

Section 21. Termination.

- (a) The Village may terminate this agreement with respect to the Operator at any time if the Operator fails to comply with any other provisions of this Agreement.

The Village shall first notify the Operator in writing of the failure to comply. If the Operator does not correct the failure and fully comply within 30 days after delivery of said notice, then the Village may terminate this Agreement immediately by written notice of termination. Upon delivery of said termination notice, all rights of the Operator shall be canceled.

- (b) The Operator may terminate this Agreement at any time upon 90 days written notice to the Village. In the event of such termination, the Operator shall pay all charges due as of said termination date within 30 days thereafter.

Section 22. Additional Remedies of the Village. In addition to the provisions of Section 21 above, in the event of any failure of the Operator to comply with any term, condition, or covenant of this Agreement, the Village may seek further relief and additional remedies to the fullest extent permitted by law, including but not limited to monetary damages and injunctive relief.

IN WITNESS WHEREOF, the Village and Operator set their hands and seals as of the date first written above.

VILLAGE OF LAKE IN THE HILLS

WORLD RESOLUTIONS LLC, dba
PILOT FLIGHT TRAINING COURSES

RUSS RUZANSKI
VILLAGE PRESIDENT

By: JOSEPH STANDLEY
PRESIDENT

ATTEST:

ATTEST:

CECILIA CARMAN
VILLAGE CLERK

MICHAEL PERANICH
AIRPORT MANAGER

(Seal)

EXHIBIT A

Not applicable.

EXHIBIT B

COMMERCIAL ACTIVITY FEE SCHEDULE

Persons desiring to conduct one or more of the Activities to be engaged in shall pay the listed fees set forth in the Airport Minimum Standards which may be modified by the Village Board from time to time. The following is the schedule of fees current as of the signing of this agreement:

Category	Monthly Fee (unless noted)
Aircraft Charter / Air Taxi Service	\$100.42 per aircraft per month
Flight Instruction / Aircraft Rental / Flying Clubs	\$51.83 per aircraft per month
Flight Instructors	\$95.03 per year
Aircraft Maintenance	\$124.17 per Airframe, Power Plant, or Avionics and Instrument Repair Mechanic (first two) PLUS \$32.40 for each additional mechanic per month
Aircraft Sales	\$300.00 per year
Aircraft Storage	\$18.36 per aircraft per month for all aircraft not owned by the hangar owner
Assistance to Home-Built Aircraft Owners	\$30.56 per aircraft per month
Hot Air Balloon Operators	0-15 operations per year: \$152.79 16-30 operations per year: \$400.00 31+ operations per year: \$150 for every 10 operations above 30
Mechanic for Assistance to Home-Built Aircraft Owners	\$95.03 per month (If mechanic is included as a mechanic within another commercial activity at this airport, then no fee is Required)