



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

SEPTEMBER 20, 2022
7:30 P.M

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Informational Item concerning Strategic Plan Updates
 - B. Community Development
 1. Ordinance Granting a Conditional Use at 9190 Pyott Road – Obedience School with Dog Day Care
 - C. Public Works
 1. Ordinance approving an Airport Ground Lease with Ted Lipinski Declaration of Trust for PAP-60
5. Board of Trustees
6. Village President
7. 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: _____



INFORMATIONAL MEMORANDUM

MEETING DATE: September 20, 2022

DEPARTMENT: Administration

SUBJECT: Strategic Goals Update

EXECUTIVE SUMMARY

In November of 2021, The Village Board adopted Strategic Plan Goals and Objectives. A total of five goals were adopted along with supporting objectives for each goal. Staff then prepared initiatives to achieve each objective. The time frames anticipated for achieving each objective range from April through December of 2022, with some continuing annually thereafter. Staff will present an update to the Board on the progress made in each of the five goals as outlined below.

Goal #1: Improve development opportunities throughout the Village

1. Develop plans identifying development opportunities and detail the feasibility, needs, and challenges of each opportunity
 - **UPDATE:** Staff prepared concept plans for the Illinois Route 47 corridor, Ackman Road corridor, the Lehigh Hanson holdings north and south of the airport along Pyott Road, and the Illinois Route 31 corridor, to include proposed land uses, and road alignments
 - **UPDATE:** A task order was initiated to have Baxter & Woodman prepare a Water & Sewer Study to determine viability of growth surrounding the airport and east to Route 31. The initial results of the study are in, but require additional discussion about the options for routing. Meetings with the engineer will be scheduled shortly.

Goal #2: Provide a wide array of outstanding parks and recreation programs to enhance quality of life for Village residents.

1. Review prior year's successful programs and research current industry trends in recreation programs to effectively use existing and planned infrastructure and improve the demand for our programming.
 - **UPDATE:** Staff continues to review program offerings, partnerships, and locations to host programming when planning for seasonal activity guides. Locations that are used to host programs are being tracked. Staff continues to engage with program participants to determine how else they recreate. Quarterly reports track participation numbers and revenues across all program areas.
 - **UPDATE:** The Village is now utilizing technology for the check-in / check-out process for camp and preschool.

- **UPDATE:** Social media continues to be a great avenue for marketing. Branding, especially the Rec2U vehicle at multiple events, reinforces the Parks and Recreation programs.
2. Update and improve parks infrastructure to make the facilities more comprehensive and attract more regional users
 - **UPDATE:** The new play equipment at Lynn Dillow Park was been designed through collaborations with a resident focus group, who selected universal design concepts to allow more individuals the ability to utilize and recreate at the park. The new designs are expected to be brought forward at an upcoming Board meeting. The universal design concept is one that is expected to be incorporated into many parks throughout the Village. The Parks Master Plan will help guide decision making once it is completed.
 - **UPDATE:** Staff continues to program at LITH facilities including the Rec2U visiting neighborhood parks throughout the summer. Day camp and special events visit local parks for the splash pad, fishing, and outdoor play.
 3. Create new partnerships with other parks and recreation organizations to improve the efficiency, effectiveness, and breadth of our programming
 - **UPDATE:** Staff has developed relationships with the Algonquin Area Public Library & NISRA to host co-sponsored events. Staff has developed agency relationships to assist with filling trips or even take the LITH registered participants, if numbers are small, for events to run.
 - **UPDATE:** The new Director of Parks and Recreation Director met with NISRA in August. There is an upcoming inclusion workshop to attend in October. Staff worked with NISRA on an inclusion tool for special events and programming.

Goal #3: Improve the financial health of all Village funds.

1. Implement revenue growth without increasing property taxes for the average property owner
 - **UPDATE:** The Village's website now caters to developers and businesses interested in relocating or expanding in Lake in the Hills. The economic development pages have been updated with available sites and concept plans for each area. The Village invested in GIS software that allows site selectors to search and analyze the various opportunities in the Village.
 - **UPDATE:** In an effort to increase program participation and revenue, the Recreation Division began targeted marketing to appeal to residents' interests using a list of attributes such as physical wellbeing, mental wellbeing, stretching skills, socialization, reducing screen time, safety, inclusivity, enriching relationships, nature, culture, and uniquely LITH. Program participants are asked in post-event surveys as to how the program aligned with those attributes. Staff uses these attributes when promoting events in marketing.
 - **UPDATE:** In addition to ARPA funds received this year, the Village also received grant funds offsetting the cost of the Reach 11 project and the Industrial Drive reconstruction. The Village pursued and received grant funding for body worn cameras, in-squad cameras, the Smart Tornado System, and most recently the Plote Field light replacements. In the next month, staff will also be submitting grant requests for land acquisition through OSLAD and beach improvements through a T-Mobile community grant.

Goal #4: Improve Police facilities to meet current requirements and anticipated needs for a minimum of the next twenty years.

1. Define the needs and objectives of the project including proposals for vacated facilities.
 - **UPDATE:** After staff interviews were completed, Dewberry Architects delivered the first draft of the space needs analysis for the new facility on 8/17/22. The facility project team toured four police facilities on 8/30/22 to gain a better understanding of design options. On 9/12/22 the project team will engage in a design charrette process with Dewberry which will allow for the visualization of design ideas. Future deliverables are as follows; 9/19/22 – Master Planning meeting in which the team will review the first draft of the concept plans. 9/26/22 – Concept Planning revision review in which the team will review the revisions from the 9/19/22 meeting.
2. Develop a financial plan and project timeline to start construction no later than 2025
 - **UPDATE:** On 7/12/22 the Finance department delivered the police facility funding plan to the Village Board which was approved on 7/14/22. The delivery of the schematic design from Dewberry is tentatively scheduled for 1/24/23. The next phases after that would be design development and then construction.

Goal #5: Improve the business climate for the small business community

1. Improve relations with the small business community to support their continued growth
 - **UPDATE:** Ashley Eccles, our Assistant Village Administrator and Trevor Bosack, our Director of Parks and Recreation will be engaging with our local businesses through an increased presence at Chamber functions.
2. Expand support for the small business community beyond the local Chamber of Commerce
 - **UPDATE:** Staff continues to showcase our businesses through the e-newsletters and social media. They also communicate a variety of sponsorship opportunities to which help to provide much needed marketing and exposure to local businesses.

FINANCIAL IMPACT

None.

ATTACHMENTS

None.

SUGGESTED DIRECTION

None.



REQUEST FOR BOARD ACTION

MEETING DATE: September 20, 2022

DEPARTMENT: Community Development

SUBJECT: Conditional Use for a Dog Obedience School and Dog Day Care Business at 9190 Pyott Road, Unit B.

EXECUTIVE SUMMARY

Sean Galavan of GIK9, LLC proposes establishing a dog obedience school with dog day care at 9190 Pyott Road, Unit B, which is located in an M-1 zoning district. The business would occupy space within an existing industrial building that the Flood Brothers Corporation currently occupies in the west portions of the building. The new dog training school would occupy three bays of the building in the eastern portion. The use is consistent with the Village's Comprehensive Plan and compatible with the surrounding zoning districts. The village Zoning Ordinance identifies dog obedience schools and dog day cares as permitted by conditional use approval in an M-1 zoning district.

The business will consist of indoor training classes for dogs and their owners, oriented toward home protection training. Day and overnight care will be limited, as most classes will have the owner present with the dog, and they are just there to attend the class.

Adequate parking is available on the site for the business. A small fenced in area on the far east end of the building will be provided for limited exercising of dogs outside. Staffing will be limited to the business owner and an additional worker.

The Planning & Zoning Commission conducted a public hearing on September 12, 2022. The Commission recommended approval by a vote of 5-0 with no special conditions imposed. The attached documents are presented for your consideration.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Ordinance
2. Staff Report
3. Application
4. Local Zoning Map and Aerial Photo
5. Building Photo

RECOMMENDED MOTION

Motion to approve a conditional use for a dog obedience school and dog day care at 9190 Pyott Road, Unit B, on parcel 19-21-126-003.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022 - ____

**An Ordinance Granting a Conditional Use to allow a
Obedience School with Dog Day Care
at 9190 Pyott Road, Unit B Parcel 19-21-126-003**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois (the "Village"), 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 to regulate for the protection of the public health, safety, morals, and welfare, as granted in the Constitution of the State of Illinois; and

WHEREAS, Sean Galavan, applicant, at the subject property at 9190 Pyott Road, Unit B, petitioned the Village of Lake in the Hills to request Conditional Use approval to allow for an Obedience School with Dog Day Care; 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 its recommendation relative to the conditional use for the subject property; and

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

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 findings and recommendations of the Planning and Zoning Commission on the question of granting a Conditional Use at 9190 Pyott Road, Unit B, Parcel 19-21-126-003, to allow for an Obedience School with Dog Day Care, are hereby accepted.

SECTION 3: Conditional Use approval to allow for an Obedience School with Dog Day Care at 9190 Pyott Road, Unit B, Parcel 19-21-126-003, is hereby granted on the subject property.

SECTION 4: All other requirements set forth in the Zoning Ordinance of the Village of Lake in the Hills, as would be required by the Village as to any owner of property zoned in the same manner as the Subject Property shall be complied with.

SECTION 5: 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 judgement shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: 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 20th day of September, 2022 by roll call vote as follows:

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

APPROVED THIS 20TH DAY OF SEPTEMBER 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____



REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION

PLANNING AND ZONING COMMISSION

MEETING DATE: September 12, 2022

DEPARTMENT: Community Development

SUBJECT: Conditional Use for an Obedience School with Dog Day Care at 9190 Pyott Road

EXECUTIVE SUMMARY

General Information

Requested Action: Sean Galavan requests a Conditional Use Permit to allow for an obedience school with dog day care as a secondary use to train dogs.

Owner: MAH Holdings LLC, William Hinde

Applicant: Sean Galavan, John Curtis

Purpose: Establish an obedience school business with dog day care as a secondary use to train dogs

Location and Size: 9190 Pyott Road – approximately 1 acre

<i>Zoning and Land Use:</i>	Site:	M-1 Manufacturing Limited/Light industrial
	North:	M-1 Manufacturing Limited/Vacant
	East:	M-1 Manufacturing Limited/Light industrial
	South:	B-4 Business-Commercial/Retail and service
	West:	M-1 Manufacturing Limited/Vacant
	Future Land Use:	Manufacturing/Industrial

Background

The applicant proposes a dog obedience and training school in three (3) of the tenant spaces at the address. The operation will consist of indoor training classes for dogs and their owners. Training will be oriented towards home protection. Day or overnight care will be limited and secondary as most classes will have owners accompany their dog for each session. Outdoor training space and dedicated parking is also proposed to serve the business. As obedience schools and dog day care are listed as conditional uses in the M-1 zoning district, the applicant is requesting a conditional use permit to establish the business.

Standards and Findings of Fact for a Conditional Use

The Planning and Zoning Commission may recommend and the Board of Trustees shall consider the following factors and how they are relevant to the specific conditional use requested:

- A. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;

The applicant indicates the location will serve as the center of operation for GIK9 and that demand for dog training has grown, providing a business opportunity.

Staff finds there to be no dog obedience schools in the nearby area and find this service to be necessary and desirable as dog ownership is common practice.

- B. That the proposed use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;

The applicant indicates they hold themselves to strict safety criteria, including certified trainers. They have behavioral screening and required vaccination records.

Staff finds the proposed business has safety and sanitary protocols. The business is also located in an area where dog training will not impact residential neighborhoods. The use is not anticipated to be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity.

- C. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

The applicant indicates dogs will be secured and will not be outside unmonitored. Trainers will be present and the area will be fenced.

Staff finds the area to host a number of different light industrial and professional service businesses. The area is generally industrial in nature. Permitting the use of tenant spaces for dog obedience would not interfere with current surrounding operations and would not impede normal and orderly development of this light industrial area.

- D. The extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents;

The applicant indicates they would like to join the local business community and provide a service to the surrounding area and the Village.

Staff finds the surrounding uses include light industrial, professional service, and retail. The parcel hosting the proposed service is a large lot with various vehicles and equipment stored and serviced. The proposed business would be professional service that would not be in conflict with the comprehensive plan and would be an addition to the different uses include in this land use district.

- E. The amount of traffic congestion or hazards, if any, that may occur as a result of the conditional use, as well as the extent and adequacy of pedestrian and vehicular access and circulation;

The applicant indicates the services provided would not need to accommodate large crowds of in-person customers at the location. Pets are dropped off individually or are instructed in small groups.

Staff finds the facility would generate very little traffic and no congestion or hazards would occur as a result of the conditional use. Circulation would remain the same and similar to other uses in the area.

- F. The extent that the conditional use can be adequately served by essential public facilities and services, and by private utilities;

The applicant indicates property owners have prioritized quick and easy access for all essential/private facilities including emergency services.

Staff finds the property and facility have served various tenants in the existing building and are anticipated to be able to service the proposed use as well. Essential public and private facilities and services appear adequate.

- G. That the proposed use will comply with the regulations and conditions specified in this Zoning Code for such use, and with the stipulations and conditions made a part of the authorization granted by the Board of Trustees;

The applicant indicates they will comply with Village requirements and regularly confirm conditions are being met.

Staff finds the proposed use will comply with regulations and conditions in the Zoning Code.

ATTACHMENTS

1. Application
2. Plat
3. Exhibits

RECOMMENDED ACTION

Planning and Zoning Commission recommend approval to the Village Board to grant a Conditional Use Permit to allow for an obedience school with dog day care at 9190 Pyott Road, Parcel #19-21-126-003.



PLANNING & ZONING APPLICATION

Property Information

Common street address: **9190 Pyott rd, Lake in the hills, IL 60156**

PIN (Property Index Number): 19-21-126-003

Current Zoning: M1-Manufacturing Proposed Zoning: Same

Current Use: Empty Proposed Use: Obedience School

Is the request consistent with the Comprehensive Plan? **Yes**

Number of Acres: ↓ 1 **If greater than 4 acres, 2 acres for government property or 5 acres for manufacturing zoned land, application shall be processed as a Planned Development as a Conditional Use. See definition of Planned Development and PD Section of Zoning Ordinance.**

Legal description of the property (print or attach exhibit): _____

Commercial

Property Owner Information

Name(s): William Hinde

Business/Firm Name (if applicable): MAH Holdings LLC

Address: 1480 Imhoff Dr

City/State/Zip: Lith, IL 60156

Phone Number: 847-854-4370

Email: maprecision@sbcglobal.net

Applicant Information

Name(s): **Sean Galavan**

Business/Firm Name (if applicable): **GIK9, LLC.**

Address: **535 Northview Lane**

City/State/Zip: **Hoffman Estates, IL, 60169**

Phone Number: **(224)-244-0544**

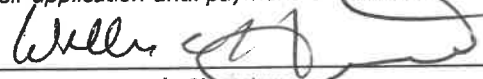
(561) 814-7022

Email: **galig3521@gmail.com**

PLANNING & ZONING APPLICATION
Page Two

1	2	3	4	5	6
Request	Select Request with "X"	Required Fee ac = acre	For Requirements See Appendix	Public Hearing Required See Appendix A2	Total Fee (enter amount per column 3)
Annexation		\$1,000/ac payable upon annexation	D	Yes	
Sketch Plan		\$0	E	No	
Tentative Plan		\$500 + \$10/ac	F	No	
Final Plat		\$500 + \$10/ac	G	No	
Plat of Vacation and/or Resubdivision Plat		\$500 + \$10/ac	H	No	
Conditional Use	X	\$500 + \$10/ac over 2 ac	I	Yes	\$500
Rezoning		\$500 + \$10/ac over 2 ac	J	Yes	
Text Amendment		\$500	K	Yes	
Variance – Residential		\$100	L	Yes	
Variance – Non-Residential		0-2 ac = \$250 Over 2 ac = \$500	L	Yes	
Development Plan Review		\$500 + \$10/ac	M	No	
Total Fees – add column 6 (Separate Check)					\$500
Additional Fees					
Stormwater Permit Application Fee to be paid at time of permit issuance (Separate Check)					
Minor = \$250 Intermediate or Major = \$1,000					
Reimbursement of Fees Required Appendix B = \$2,000 + \$100/acre for every acre over 5 acres (Separate Check)					

If the Village provides a sign to publicize a public hearing related to this application, the applicant accepts responsibility to ensure the sign is returned within one week after completion of the hearing. The applicant further agrees that if the sign is not returned, they will compensate the Village \$75.00 to allow for a replacement of the lost sign and agrees the Village may withhold approval of their application until payment is received.


 Property Owner's Signature _____ Date 8-1-22

If Owner/Applicant is a School District please, fill out and submit Appendix N


 Applicant's Signature _____ Date _____

All required appendices and documentation shall be submitted with this application. Incomplete applications will not be processed.



Property Address/PIN: 19-21-126-003

**Standards and Findings of Facts
Per Section 24.6 of the Zoning Ordinance**

Before recommending any Conditional Use, the Planning and Zoning Commission and the Board of Trustees shall consider the following factors and how they are relevant to the specific conditional use being requested.

1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will it contribute to the general welfare of the neighborhood or community? **Explain how this standard is met.**

This location will serve as the center of operation for GIK9. The demand for dog training has grown exponentially across Illinois allowing a perfect opportunity for a small business like ourselves to grow. We hope to bring our passion for pet companionship not only through providing an essential service but by also being a community hub for canine education.

2. That the proposed use, under the circumstances of the particular case, will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. **Explain how this standard is met.**

We hold ourselves to a strict standardized safety criteria. This includes fully certified trainers, behavioral screening of all canines prior to acceptance, vaccination records to permit canines on premises, and regular disinfecting of the facility.

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. **Explain how this standard is met.**

All dogs will be secured in appropriately sized kennels and will not have access to any outside premises unmonitored. Trainers will periodically train and walk the dogs in an outside designated area that is fenced off from any surrounding properties.

Property Address/PIN: 19-21-126-003

4. The extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents. **Explain how this standard is met.**

We hope to join the Village's community of booming small businesses by incentivizing surrounding areas to take our service thus bringing potential traffic to local business.

5. The amount of traffic congestion or hazards, if any, that may occur as a result of the conditional use, as well as the extent and adequacy of pedestrian and vehicular access and circulation. **Explain how this standard is met.**

GIK9 does not provide a service that will require a large crowd of in-person customers at the location. Our customers primarily drop off their pets allowing the facility to focus on checking clients

in individually. GIK9 does offer group sessions that will include no more than 6 people on location at once (there will be designated parking for GIK9 customers).

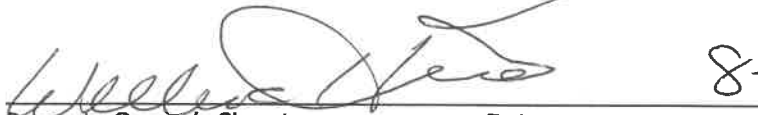
6. The extent that the conditional use can be adequately served by essential public facilities and services, and by private utilities. **Explain how this standard is met.**


Property owners have prioritized quick and easy access for all essential/private facilities and services including emergency services.

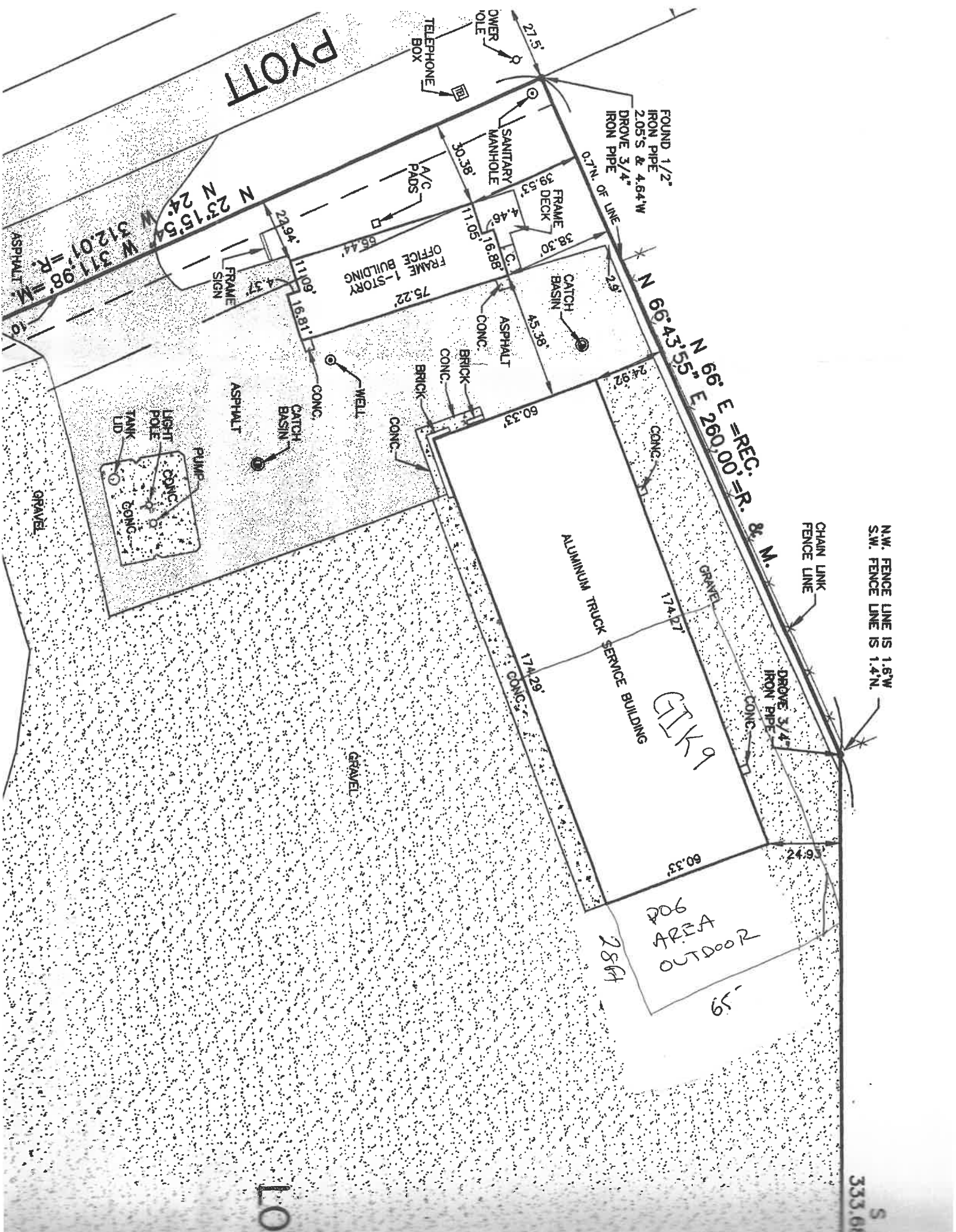
7. That the proposed use will comply with the regulations and conditions specified in this Zoning Code for such use, and with the stipulations and conditions made a part of the authorization granted by the Board of Trustees. **Explain how this standard is met.**

GIK9 will uphold all of the Village's proposals by regularly doing an internal census to confirm specified conditions are being met.

8. The Village may impose any other criteria as identified in the Zoning Code.

 8-1-22
Property Owner's Signature Date

Sean Galavan
 8-1-22
Applicant's Signature Date



PYOTT

N 23.15.54 W 24.24
 N 31.98.88 W 312.01 = R.
 ASPHALT

TELEPHONE BOX
 DWER OLE

27.5'

FOUND 1/2" IRON PIPE 2.05'S & 4.64'W
 DROVE 3/4" IRON PIPE

SANITARY MANHOLE

30.39'

111.05'

46.16.88

75.22'

56.44'

4.37'

111.09'

181.91'

22.94'

4.37'

111.09'

181.91'

22.94'

4.37'

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4.37'

111.09'

181.91'

22.94'

0.7% OF LINE

N 66.43.55 E 260.00 = R.
 N 66. E = REC.
 W. M.

CHAIN LINK FENCE LINE

N.W. FENCE LINE IS 1.6'N
 S.W. FENCE LINE IS 1.4'N

FRAME 1-STORY OFFICE BUILDING

ASPHALT

CONC.

BRICK

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ALUMINUM TRUCK SERVICE BUILDING

GILK 9

POG AREA OUTDOOR

28ft

65'

ASPHALT

ASPHALT

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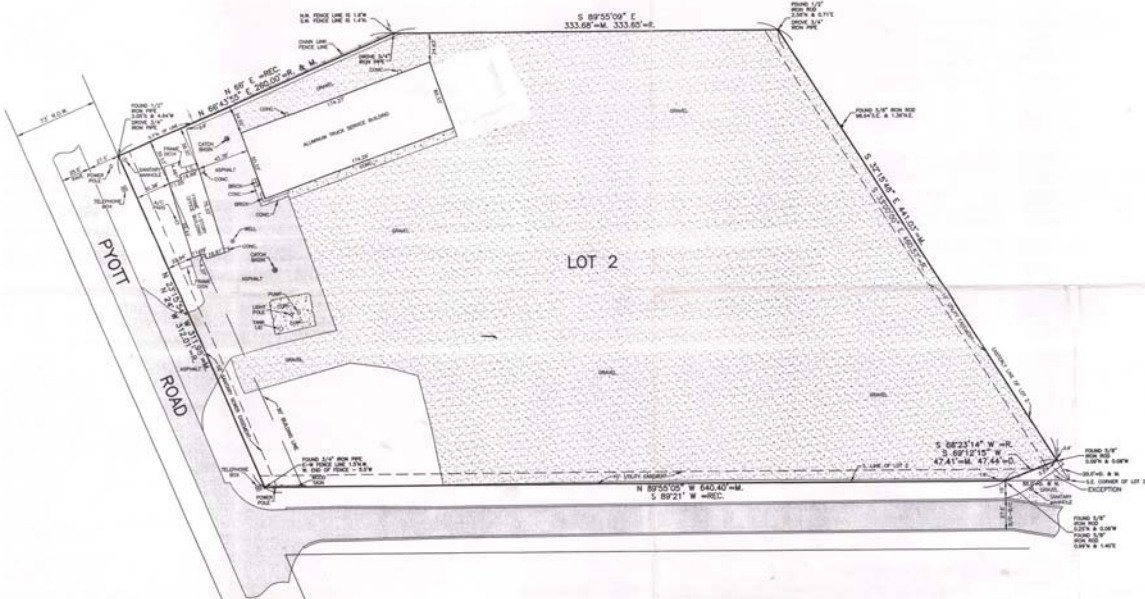
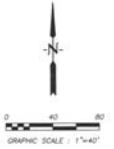
LO

333.68

S 1

PLAT OF SURVEY

LOT 2 IN ROSENTHAL ACRES (EXCEPT THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 33 DEGREES, 00 MINUTES WEST ALONG THE EASTERLY LINE OF SAID LOT 2, 20.00 FEET; THENCE SOUTH 68 DEGREES, 23 MINUTES, 14 SECONDS WEST, 47.44 FEET; TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES, 15 MINUTES, 17 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2, 55.00 FEET TO THE PLACE OF BEGINNING), BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 1, 1982 AS DOCUMENT NO. 835795, IN MAHENRY COUNTY, ILLINOIS.



STATE OF ILLINOIS, S.S.
 COUNTY OF MAHENRY

WE, CHARLES A. MIONISKE, INC. DO HEREBY CERTIFY THAT WE HAVE SUBMITTED THE PROPERTY DESCRIBED HEREON AND THAT THE PLAT SHOWS A SUBDIVISION OF LAND SUBJECT TO ALL ENCUMBRANCES THEREON IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS LAND SURVEYING ACT, AS AMENDED.

THIS 27th DAY OF MAY 2005

Mark T. Berhardt
 MARK T. BERHARDT
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 000000000
 LICENSE RENEWAL DATE: 11-30-2008

PLAT OF SURVEY		SCALE: 1" = 40'	REVISIONS
Charles A. Mioniske Inc. SURVEYING / LAND PLANNING 2024 STATE ROUTE 178 CRISTAL LAKE, ILLINOIS 60014 (815) 460-3532	PREPARED FOR: <u>MOORE TRUCKING</u> ADDRESS: <u>PIOTT ROAD</u> LAKE IN THE HILLS, ILLINOIS	DATE: 5-27-2005 DATE OF FIELD WORK: 5-20-05	REVISIONS 1 2 3 4 5 6 7 8 9 10
DRAWN BY: <u>DAF</u> CHECKED BY: <u>WJB</u>	JOB NO. 2005-128	DATE OF FIELD WORK: 5-20-05	TOTAL SHEETS: 12 OF 12 SHEETS

INDICATES 3/4" IRON PIPE (SHALL BE SHOWN)

THIS PROFESSIONAL SERVICE CONFORMS TO THE COMPANY POLICY AND THE STANDARDS OF PRACTICE ESTABLISHED BY THE BOARD OF SURVEYING AND LAND PLANNING OF THE STATE OF ILLINOIS.

NOISE TO BE USED ON EXISTING POLYMER AND LOCAL CONTRACTORS FOR BUILDING SHALL BE EXERCISED FOR THE PROTECTION OF THE PUBLIC INTEREST AND THE SAFETY OF THE SURVEYOR.

BOUNDARY SURVEYING SHALL NOT BE USED TO DETERMINE LOT LINE LOCATIONS.

ILLINOIS PROFESSIONAL LAND SURVEYOR AND FIRM, THIS SERVICE FIRM CERTIFICATION LICENSE NO. 000-000001 EXP. 04/30/2007

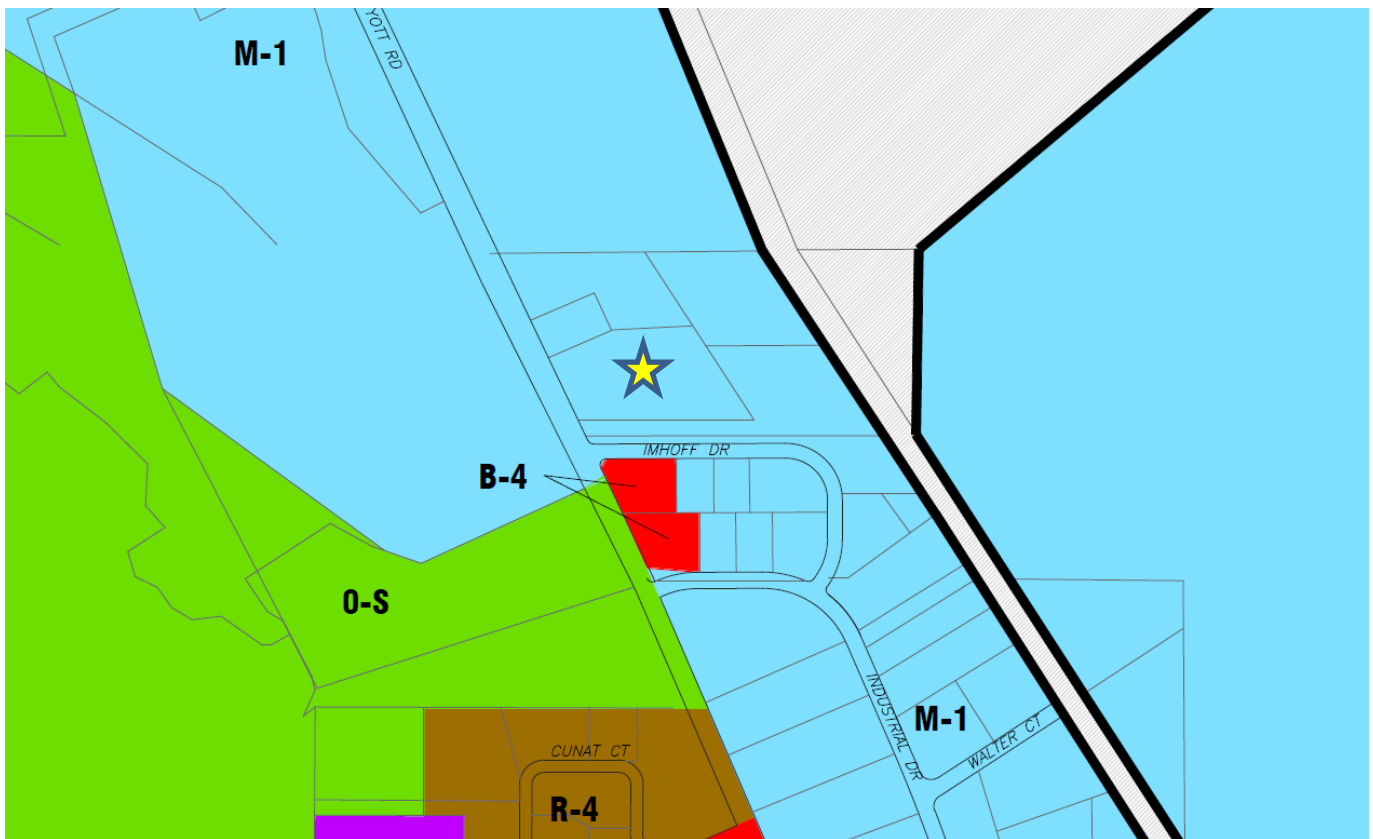
- ABBREVIATIONS ON SHEET:
- S.S. SURVEYOR OR REGISTERED PROFESSIONAL ENGINEER
 - P.E. REGISTERED PROFESSIONAL ENGINEER
 - M.S. REGISTERED MECHANICAL ENGINEER
 - E.C. REGISTERED ELECTRICAL ENGINEER
 - C.E. REGISTERED CIVIL ENGINEER
 - A.S. REGISTERED ARCHITECT
 - L.S. REGISTERED LAND SURVEYOR
 - P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR
 - P.E. REGISTERED PROFESSIONAL ENGINEER
 - P.E. REGISTERED PROFESSIONAL ENGINEER
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 - P.E. REGISTERED PROFESSIONAL ENGINEER

Conditional Use request to allow for an Obedience School with Dog Day Care at 9190 Pyott Road

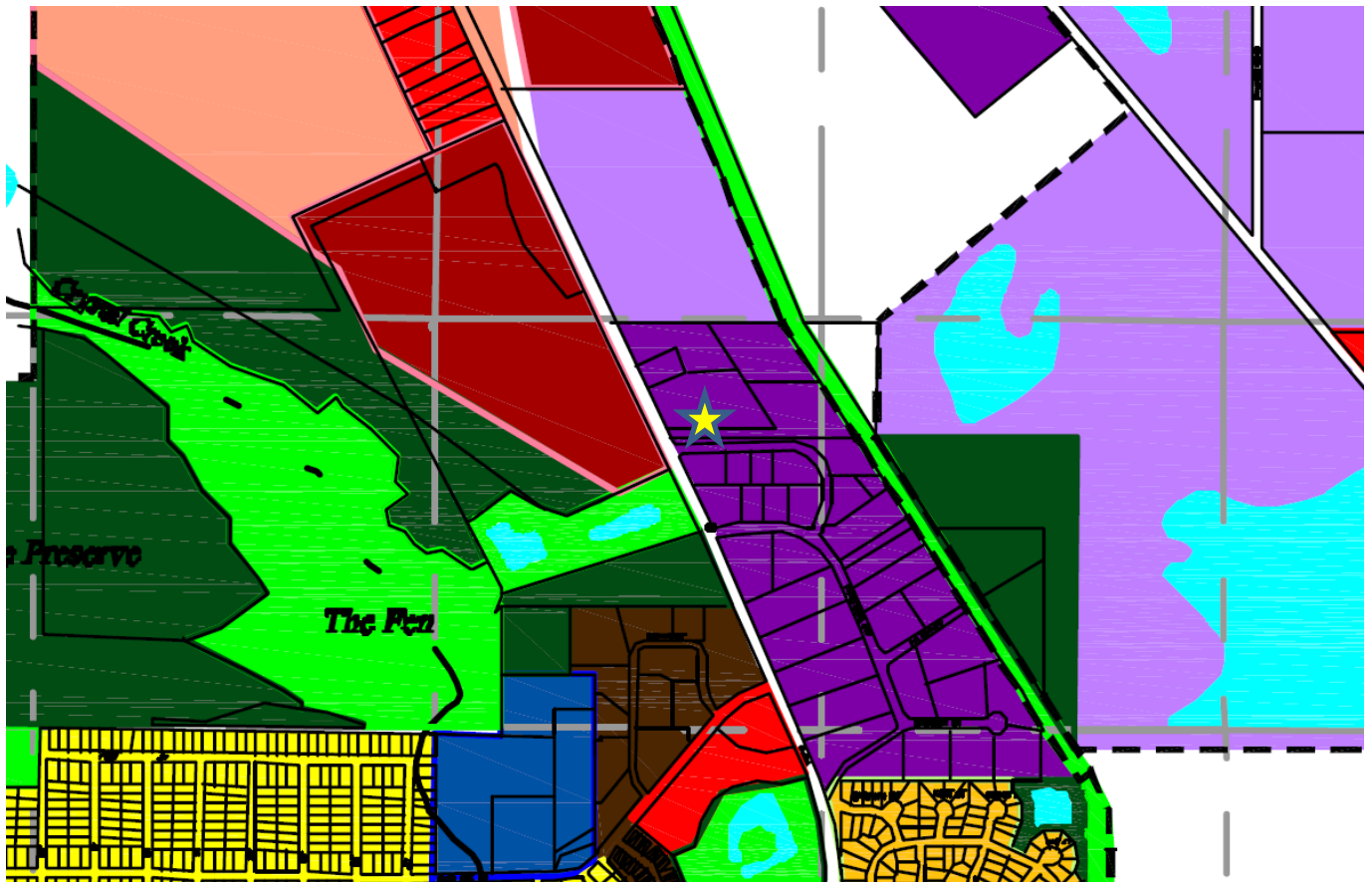


3. EXHIBITS

ZONING MAP



FUTURE LAND USE MAP



AERIAL PHOTO



SITE PHOTOS

View of property from parking area.



View of property from Imhoff Drive.



View of property from Imhoff Drive.





REQUEST FOR BOARD ACTION

MEETING DATE: September 20, 2022

DEPARTMENT: Public Works

SUBJECT: Airport Ground Lease for Hangar PAP-60

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. Ted Lipinski is requesting a new ground lease in the name of his trust fund on Hangar PAP-60. This lease is for the period of September 23, 2022 to September 22, 2042. The lease includes an option to renew for four additional five-year terms.

Mr. Lipinski has signed the appropriate lease form and has provided acceptable proof of insurance.

FINANCIAL IMPACT

The Airport Fund will receive \$2819.04 annually from the ground lease, subject to annual increases approved by ordinance.

ATTACHMENTS

1. Proposed Ordinance
2. PAP-60 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-60 with Ted Lipinski of Ted Lipinski's Declaration of Trust.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

**An Ordinance Authorizing the Approval of a Ground Lease
between the Village of Lake in the Hills
and Ted Lipinski Declaration of Trust for PAP-60**

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 to regulate for the protection of the public health, safety, morals and welfare, as granted in the Constitution of the State of Illinois.

WHEREAS, the Village and Ted Lipinski Declaration of Trust wish to enter into a Ground Lease for PAP-60 at the Lake in the Hills Airport for an initial period of 20 years, ending September 22, 2042 with the option to renew for four (4) additional terms of five years; and

WHEREAS, the dimensions of the land area occupied by the outside perimeter of PAP-60 is approximately 43'5" x 42'6" of billable hangar space.

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 Ted Lipinski Declaration of Trust for PAP-60 at the Lake in the Hills Airport ("Exhibit A"), attached hereto and made a part hereof.

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 20th day of September, 2022 by roll call vote as follows:

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

APPROVED THIS 20TH DAY OF SEPTEMBER, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

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

THIS GROUND LEASE (this “Lease”) made and entered into at Lake in the Hills, Illinois, this twenty-second day of September, 2022 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Lessor”) and Ted Lipinski Declaration of Trust dated October 25, 1996 (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:

PAP-60

Lot Dimensions: **43’5” by 42’6”** (the “Premises”).

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on September 23, 2022 and shall continue for a period of 20 years and shall terminate September 22, 2042 (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.



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

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

ARTICLE 20: NOTICES

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

To the Lessee at:

Ted Lipinski Declaration of Trust dated October 25, 1996
c/o Ted Lipinski
336 Windsor Lane
Barrington, Illinois 60010

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.



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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] Ted Lipinski Declaration of Trust dated October 25, 1996

By: 
Ted Lipinski

Title:



EXHIBIT A

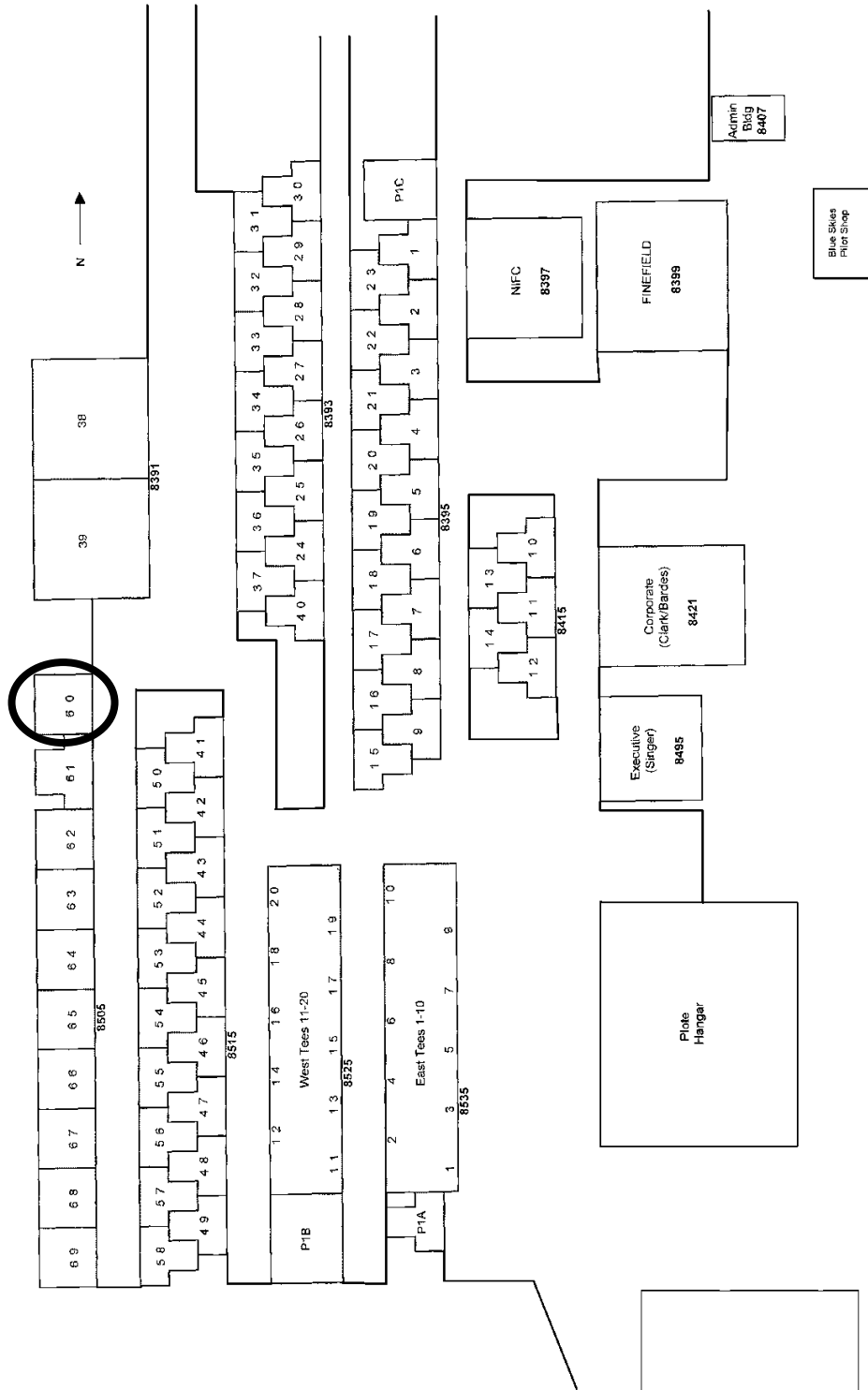




EXHIBIT B
Rent Schedule

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	\$304.98	Monthly
Maintenance Hangar Building Lease	\$2,939.42	Monthly
8603 Pyott Road Building Lease	\$2,117.43	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	\$12.67*	Cents per Month
T-Hangar Size A (39'3" x 14'8"; 16'6" x 14'7" approx.)	\$195.28	Monthly
T-Hangar Size B (42'3" x 18'; 16'5" x 20'7" approx.)	\$203.15	Monthly
T-Hangar Size C (46' x 21'; 19'6" x 23'8" approx.)	\$218.87	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	\$6	Single breaker serves 3 individual hangars
20	\$9	Single breaker serves 2 individual hangars
20	\$18	Fee per individual breaker
30	\$27	Fee per individual breaker
40	\$36	Fee per individual breaker
50	\$45	Fee per individual breaker
60	\$54	Fee per individual breaker



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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.

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.



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EXHIBIT C
Plans

Not Applicable