



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING

JANUARY 24, 2023  
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. Public Works
    1. Waive Competitive Bidding and approve the purchase of Water Meters
    2. Accept the 2023 Ground Maintenance Services Bid
    3. Award a contract for the 2023 Asphalt Parking Lot and Bike Path Replacement Project
    4. Approve the purchase of a Tractor
    5. Award a three-year contract for Tree Purchase with Kankakee Nursery Co.
    6. Ordinance authorizing the approval of a Ground Lease with Sands Road, LLC for PAP-13
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: \_\_\_\_\_



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** January 24, 2023

**DEPARTMENT:** Public Works

**SUBJECT:** Waive Competitive Bidding and Purchase Water Meters

## EXECUTIVE SUMMARY

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Staff seeks Board approval to waive the competitive bidding process and purchase water meters and meter parts from Water Resources, Inc. of Elgin, IL.

To support projected growth and necessary maintenance throughout the year, the Village's water system requires new water meters, replacement water meters, and replacement parts. The number of meters, parts, and equipment needed for 2023 was determined based on historical meter replacement information and projected growth estimates from the Community Development Department. Water Resources Inc. is the sole regional supplier of the Neptune E-Coder R900i water meters compatible with the Village's water meter reading system. A recommendation memo and 2023 water meter price list are attached for your review and consideration.

## FINANCIAL IMPACT

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The 2023 Village Budget includes \$64,360.00 in the Water Fund for the procurement of new water meters, replacement water meters, and replacement parts.

## ATTACHMENTS

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1. Recommendation Memo
2. Water Resources Inc. 2023 Price List

## RECOMMENDED MOTION

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Motion to waive the competitive bidding process and approve the purchase of new water meters, replacement water meters, and replacement parts from Water Resources Inc. of Elgin, IL, for fiscal year 2023 in an amount not to exceed \$64,360.00.

# **Lake in the Hills Public Works Department**

## **MEMORANDUM**

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**To:** Ryan McDillon, Public Works Director  
**From:** Kevin Rivera, Water Superintendent  
**Date:** 1/24/2023  
**Subject:** 2023 Water Resources P.O. Recommendation

The purpose of this memo is to recommend that the Village waive the competitive bidding process for the purchase of new and replacement water meters for 2023. Water Resources Inc. of Elgin, IL, is the sole regional supplier of the Neptune E-Coder R900i water meters that are compatible with the Village's water meter reading system and Village staff have been satisfied with the performance of the Neptune water meters. As such, I recommend approval of a 2023 blanket purchase order with Water Resources Inc. of Elgin, IL, in the amount of \$64,360.00, for the purchase of new and replacement water meters.

The requested amount of \$64,360.00 matches the 2023 budgeted amount.

Water Resources Q1 2023 Price List  
Village of Lake in the Hills

<b>Meters</b>	
5/8"x 1/2"	T-10 Meter E-Coder/R900i (inside set) CuFt. \$295.00
3/4" S.L.	T-10 Meter E-Coder/R900i (inside set) CuFt. \$345.00
1"	T-10 Meter E-Coder/R900i (inside set) CuFt. \$415.00
1"x1/4"	T-10 Meter E-Coder/R900i (inside set) CuFt. \$415.00
1 1/2"	T-10 Meter E-Coder/R900i (inside set) CuFt. \$695.00
2"	T-10 Meter E-Coder/R900i (inside set) CuFt. \$890.00
2"	T/F Cmpd. Meter E-Coder/R900i (pit set)CF \$1980.00
3"	T/F Cmpd. Meter E-Coder/R900i (pit set)CF \$2745.00
4"	T/F Cmpd. Meter E-Coder/R900i (pit set)CF \$3760.00
6"	T/F Cmpd. Meter E-Coder/R900i (pit set)CF \$5970.00
<b>Accessories</b>	
1/2" Connections (per pair)(includes gasket)(Lead Free)	\$33.50
3/4" Connections (per pair)(includes gasket)(Lead Free)	\$41.00
1" Connections (per pair)(includes gasket)(Lead Free)	\$51.50
1 1/2" Brass Flange Kit (Lead Free)	\$175.00
2" Brass Flange Kit (Lead Free)	\$180.00
3" Flange Kit (Cast Iron)	\$195.00
4" Flange Kit (Cast Iron)	\$225.00
6" Flange Kit (Cast Iron)	\$270.00
Rolls of Meter Wire (3con.22gauge)(1000Ft/Roll)	\$160.00
R900 RF MIU's (V4-wall version)	\$125.00
This pricing is valid for 90 days through 3/31/23	



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** January 24, 2023

**DEPARTMENT:** Public Works

**SUBJECT:** Accept the 2023 Grounds Maintenance Services Bid

## EXECUTIVE SUMMARY

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Staff seeks Board approval of the bid for 2023 grounds maintenance services with Mark I Landscaping at a cost not to exceed \$500,612.01.

In 2021, the Village issued an RFP for grounds maintenance services at various locations throughout the Village. In March of 2021, the Village Board awarded Mark I Landscaping a contract for grounds maintenance services with an initial one-year term in 2021, and two additional optional years for the 2022 and 2023 seasons. The Village exercised the option to extend the contract in 2022. Due to Mark 1's performance over the past two years, staff again recommends extending the contract for the second option year for ground maintenance services in 2023. The 2023 cost of \$500,612.01 represents an increase of approximately 3.6 percent from 2022. A recommendation memo from the Public Works Streets Superintendent is attached for your review and consideration.

## FINANCIAL IMPACT

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The Village's Fiscal Year 2023 Budget includes \$500,612.01 for this contract (\$305,430.60 in the General Fund, \$9,403.00 in the Water Fund, and \$185,778.41 in the Special Service Areas Fund).

## ATTACHMENTS

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1. Recommendation Memo

## RECOMMENDED MOTION

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Motion to approve Optional Year (2) April 3, 2023 - November 3, 2023 of the grounds maintenance services contract with Mark I Landscaping at a cost not to exceed \$500,612.01.

# **Lake in the Hills Public Works Department**

## **MEMORANDUM**

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**To:** Ryan McDillon, Public Works Director  
**From:** Guy Fehrman, Streets Superintendent  
**Date:** November 30, 2022  
**Subject:** Recommendation to accept the 2023 bid for grounds maintenance services

On March 25, 2021 the Village Board awarded Mark I Landscaping a contract for grounds maintenance services in 2021, after requesting pricing for three-years (2021, 2022 & 2023) through an RFP process. The Village was satisfied with their performance in 2021 and accepted their bid for ground maintenance services in 2022. Mark 1's 2023 pricing is approximately 3.6 percent higher than their 2022 pricing. Public Works was pleased with the grounds maintenance services Mark I Landscaping provided in 2021 and 2022. Their company has done a great job with taking care of the grounds maintenance contract and is quick to respond to any issues that we have had. I recommend accepting their 2023 bid for grounds maintenance services.



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** January 24, 2023

**DEPARTMENT:** Public Works

**SUBJECT:** Award a Contract for the 2023 Asphalt Parking Lot and Bike Path Replacement Project

## EXECUTIVE SUMMARY

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Staff seeks Board approval to award a contract to Schroeder Asphalt Services, for the 2023 asphalt parking lot and bike path replacement projects, for an amount not to exceed \$69,988.50.

Staff released a Request for Proposal (RFP) for parking lot and bike path asphalt work on December 7, 2022. The RFP was posted on the Village's website and an invitation to bid was sent to fifty-three vendors and published in the *Northwest Herald*. Public Works received and opened ten sealed proposals on January 13, 2023. Schroeder Asphalt Services of Huntley, IL was the lowest responsible bidder at \$69,988.50. The Village has previously contracted with Schroeder Asphalt Services for asphalt work and has been satisfied with their service and the company. The RFP results, a recommendation letter, and the bid certification form are attached for your review.

## FINANCIAL IMPACT

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The 2023 Village Budget includes a total of \$92,400.00 for the replacement of Ryder Park parking lot and a section of the Miller Road bike path in the Capital Improvement Fund. The Ryder Park parking lot is \$35,508.50, which is \$11,891.50 under the budgeted amount of \$47,400.00 and the Miller Road bike path is \$34,480.00, which is \$10,520.00 under the budgeted amount of \$45,000.00. In total, this project is \$22,411.50 under budget.

## ATTACHMENTS

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1. RFP Results
2. Recommendation Letter
3. Bid Certification Form
4. Capital Asset Forms

## RECOMMENDED MOTION

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Motion to accept the bid and award a contract to Schroeder Asphalt Services, for the 2023 asphalt parking lot and bike path replacement projects, for an amount not to exceed \$69,988.50.

# Lake in the Hills Public Works Department

## MEMORANDUM

**To:** Ryan McDillon, Public Works Director  
**From:** Guy Fehrman, Superintendent of Streets  
**Date:** January 13, 2023  
**Subject:** RFP Bid Results – 2023 Asphalt Parking Lot and Bike Path Replacement Projects

The bid opening for the 2023 Asphalt Parking Lot and Bike Path Replacement Projects RFP was held at the Village of Lake in the Hills Public Works Facility located at 9010 Haligus Road, Lake in the Hills, IL 60156 today at 9:00 A.M. Vendors in attendance were Mike Novickas – M & J Asphalt, Miguel Hernandez – Evans and Son Blacktop, Brad Manko – Maneval, Jennifer Schroeder – Schroeder Asphalt, Angelica Cardona – Everlast Blacktop Inc., and Brenden Waterworth – Champion. Village staff in attendance were Guy Fehrman – Superintendent of Streets, Peter D’Agostino – Administrative Services Manager, and Stephanie Raupp – Administrative Specialist I, acting as recorder. Peter D’Agostino read the RFP bid amounts as follows:

Company	Bid Amount		Bidder Acknowledges Addendum #1
Champion Paving Corp. Hampshire, IL	Location One:	\$34,299.00	No
	Location Two:	\$41,000.00	
	Total:	\$75,299.00	
Everlast Blacktop Elgin, IL	Location One:	\$41,486.00	Yes
	Location Two:	\$40,239.00	
	Total:	\$81,725.00	
Maneval Construction Co., Inc. Ingleside, IL	Location One:	\$65,000.00	Yes
	Location Two:	\$55,000.00	
	Total:	\$120,000.00	
Evans & Son Blacktop, Inc. West Chicago, IL	Location One:	\$34,500.00	Yes
	Location Two:	\$37,678.00	
	Total:	\$72,178.00	



<b>Company</b>	<b>Bid Amount</b>		<b>Bidder Acknowledges Addendum #1</b>
M & J Asphalt Paving Company, Inc. Cicero, IL	Location One:	\$41,100.00	Yes
	Location Two:	\$41,900.00	
	Total:	\$83,000.00	
Hastings Asphalt Services Inc Harvard, IL	Location One:	\$42,152.00	No
	Location Two:	\$50,416.00	
	Total:	\$92,568.00	
Schroeder Asphalt Services, Inc. Huntley, IL	Location One:	\$35,508.50	Yes
	Location Two:	\$34,480.00	
	Total:	\$69,988.50	
Troch-McNeil Paving Company, Inc. Elk Grove Village, IL	Location One:	\$53,735.00	Yes
	Location Two:	\$46,020.00	
	Total:	\$99,755.00	
Chicagoland Paving Contractors Inc. Lake Zurich, IL	Location One:	\$39,000.00	Yes
	Location Two:	\$40,000.00	
	Total:	\$79,000.00	
Accu-Paving Co. Broadview, IL	Location One:	\$46,550.00	No
	Location Two:	\$35,670.00	
	Total:	\$82,220.00	

The RFP opening concluded at 9:15 A.M. All RFP submittals will be reviewed by Village staff and staff plan to make a recommendation to the Village Board of Trustees at an upcoming Village Board meeting.

# **Lake in the Hills Public Works Department**

## **MEMORANDUM**

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**To: Ryan McDillon, Director of Public Works**  
**From: Guy Fehrman, Superintendent of Streets**  
**Date: January 13, 2023**  
**Subject: Recommendation to Award a Contract for Asphalt Parking Lot and Bike Path Projects to Schroeder Asphalt Services**

I recommend awarding the contract to Schroeder Asphalt Services for the asphalt parking lot and bike path projects and a P.O in the amount of \$69,988.50 for 2023.

A request for proposal was emailed to fifty-six prospective bidders. The RFP was posted on the Village's website, and published in the local paper. On January 13, 2023 ten sealed bids were opened. Schroeder Asphalt Services was low bid at 69,888.50. Schroeder Asphalt Services has previously been contracted by the Village for asphalt work and has been satisfied with their service and the company.

The 2023 Village Budget includes \$92,400.00 for the asphalt parking and bike path projects in the Capital Improvement Fund.

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS  
BID CERTIFICATION FORM

2023 Asphalt Parking Lot and Bike Path Replacement Projects

CONTRACTOR'S NAME: Schroeder Asphalt Services, Inc.

ADDRESS: P.O. Box 831  
Huntley, IL 60142

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

Location	Price (Not-to-exceed)
Location One: Crystal Lake Road Parking Lot	\$ <u>35,508.50</u>
Location Two: Miller Road Bike Path	\$ <u>34,480.00</u>

TOTAL (locations 1 & 2) \$ 69,988.50

2. COSTS: Sixty nine thousand, nine hundred and eighty eight dollars <sup>50</sup>/<sub>100</sub>

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 60 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of

adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

**3. DELIVERY REQUIREMENTS:**

The undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

**4. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract, [he/she] will completely perform the contract in strict accordance with its terms and conditions by May 31, 2023.

**5. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for contract, in accordance with the following specifications and drawings (if required) as attached.

**6. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.


Dated at Huntley, IL this 23rd day of January, 2023

By: *Ronald Schroeder*  
(signature)

Its: Ronald Schroeder, President  
Title

Ronald Schroeder, being duly sworn, deposes and states that he/she is the President of Schroeder Asphalt Services, Inc. and that the statement above is

true and correct. Subscribed and sworn before me this 23rd day of January, 2023

(NOTARY STAMP)  *Lisa Wunderlich*  
Notary Public Lisa Wunderlich

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

# CAPITAL ASSET REQUEST FORM

**CAPITAL ASSET:** Ryder Park Parking Lot

**TOTAL COST:** \$47,400

**DEPARTMENT:** Public Works

**CLASSIFICATION:** Rehabilitation or Asset Management

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## DESCRIPTION:

The Streets Division seeks to replace the Ryder Park parking lot. This parking lot provides a necessary area for motorists to park their vehicle while attending ball games and visiting the parks. It was installed in 2002 and has reached the end of its usable life at 21 years old.

Each year, staff evaluates the condition of the parking lots in the Village. Based on this assessment, each parking lot is given a condition rating. The current rating is 59 out of 100. The parking lots with the lowest rating are prioritized in the replacement schedule.

Delaying the replacement of this deteriorated parking lot could lead to higher future replacement costs and extensive maintenance to keep the asset functional.



# CAPITAL ASSET REQUEST FORM

**CAPITAL ASSET:** Miller Road Bike Path Resurfacing

**TOTAL COST:** \$45,000

**DEPARTMENT:** Public Works

**CLASSIFICATION:** Rehabilitation or Asset Management

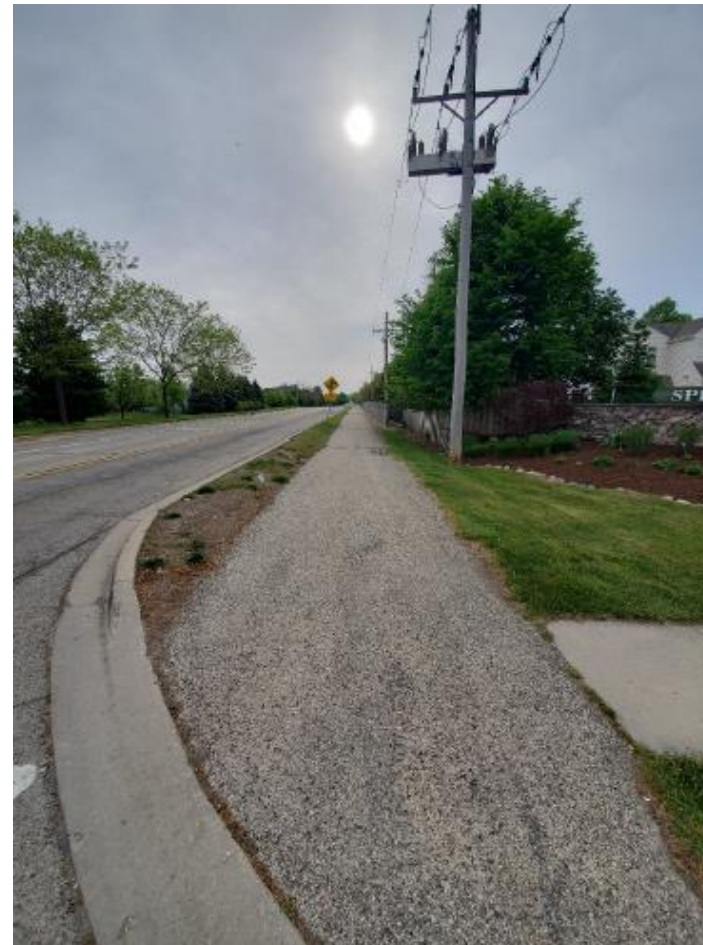
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## DESCRIPTION:

The Streets Division seeks to resurface the Miller Road bike path. This path provides a necessary area for pedestrians to walk or ride their bikes while attending community events and ball games and visiting local parks.

Each year, staff evaluates the conditional of the bike paths in the Village. Based on this assessment, the bike paths are prioritized in the replacement schedule. The Miller Road bike path is in need of replacement as it has reached the end of its usable life at 24 years.

Delaying the replacement of deteriorated bike paths could lead to higher future replacement costs and extensive maintenance to keep the asset functional.





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** January 24, 2023  
**DEPARTMENT:** Public Works  
**SUBJECT:** Purchase a Tractor

## EXECUTIVE SUMMARY

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Staff seeks Board approval to purchase a tractor from Johnson Tractor, through the Sourcewell Purchasing Cooperative in the amount of \$56,219.48.

The Fiscal Year (FY) 2023 Village Budget includes \$57,250.00 for the purchase of a new tractor to replace the Village's existing 1995 Kubota tractor. The Public Properties Division uses this tractor to conduct athletic field maintenance, which requires that the tractor have a lighter footprint than the other full-size tractor that the Streets Division utilizes for detention and street maintenance work. Public Properties Division staff researched several replacement options and recommended replacing their existing tractor with a new Kubota tractor. The Sourcewell Cooperative offers the lowest price for a new Kubota tractor and attachments through Kubota Tractor Corporation distributor, Johnson Tractor of Harvard, IL. Cooperatives, such as the Sourcewell Purchasing Cooperative, are aggregated joint purchasing programs that receive competitive bid prices for vehicles and equipment for governmental purchase. Chapter 17.08 of the Municipal Code recognizes joint purchasing programs as an acceptable to substitute to a formal competitive bid.

## FINANCIAL IMPACT

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The Village's FY 2023 Budget includes \$57,250.00 for the purchase of the new tractor in the Capital Improvement Fund. The total cost for the tractor is \$56,219.48, which is \$1,030.52 under budget.

## ATTACHMENTS

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1. Kubota Tractor Specifications
2. Capital Asset Form

## RECOMMENDED MOTION

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Motion to approve the purchase of a tractor from Johnson Tractor, through the Sourcewell Purchasing Cooperative in the amount of \$56,219.48.



Date: 1/6/2023

Customer Name:

Lake in the Hills  
9010 Haligus Rd  
Lake in the Hills, IL 60156  
847-276-6427

Prepared By:

**Dave King**  
Cell 815-403-1871  
Store 815-943-5454  
davek@johnsontractor.com  
20508 Oak Grove Rd, Harvard IL

Equipment Quote Details	
<b>Kubota MX6000HSTC Diesel 4wd Cab Tractor R4 Tires</b> Kubota LA1065A Loader. L2296 72" Bucket w/bolt on edge	\$ 45,697.98
<b>Land Pride 3rd Function Loader Valve w/ Install</b> Kubota Rear Hyd remote w/Install MX6891/L8303	\$1,793
<b>Land Pride RCR1860. 60" Rotary Cutter</b> Land Pride BB3584. 84" Box Blade Scraper	\$ 2,464.25
<b>Land Pride FSP700 Spreader w/Cover</b>	\$ 2,305.25
<b>Land Pride AP-PFL4648. 48" Pallet Forks</b>	\$ 1,341.75
SOURCEWELL. CONTRACT #031121. TRACTOR QUOTE #2550494	
Finance Terms	
	DEPOSIT \$ -
	TOTAL \$ 56,219.48

*Please Note: Due to the volatility in the market, this sale may be subject to a price surcharge. Buyer will be notified and afforded an opportunity to confirm.*

Buyer's Signature \_\_\_\_\_

Date \_\_\_\_\_

Dealer's Signature Dave King

Date 1/6/2023



# CAPITAL ASSET REQUEST FORM

**CAPITAL ASSET:** Tractor #29

**TOTAL COST:** \$57,250

**DEPARTMENT:** Public Works

**CLASSIFICATION:** Rehabilitation or Asset Management

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## DESCRIPTION:

The Public Properties Division of the Public Works Department seeks to replace Tractor #29. Tractor #29 provides Village staff the ability to conduct athletic field repairs. The vehicle is at the end of its usable life, and any further repairs would outweigh the value of the tractor if sold as surplus.

The tractor is used regularly throughout the season (April through October) and is a critical piece of equipment for the park's athletic field maintenance program. The tractor's uses include moving field mix, baseball infield lip maintenance, and dragging warning track, which fills the need for a lightweight tractor. If not replaced, staff will lose the ability to complete these duties.





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** January 24, 2023

**DEPARTMENT:** Public Works

**SUBJECT:** Recommendation to Award a Tree Purchase Contract to Kankakee Nursery Co.

## EXECUTIVE SUMMARY

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Staff seeks Board approval to award a three-year contract to Kankakee Nursey Co. for the purchase and delivery of trees in 2023, 2024 and 2025.

Village staff released a Request for Proposal (RFP) for Tree Purchase Services on December 1, 2022. The RFP invitation was sent to thirty vendors, posted on the Village's website, and published in the *Northwest Herald*. Public Works received and opened four sealed proposals on January 6, 2023. In comparing the RFP submittals, Kankakee Nursery supplied the lowest pricing for more tree species than any other vendor did over a three-year period. Therefore, staff recommend entering into a three-year contract with Kankakee Nursery Co. to purchase trees in 2023, 2024 and 2025.

The RFP results and the bid certification form are attached for your review.

## FINANCIAL IMPACT

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The Village's 2023 budget includes \$31,000.00 for the purchase of trees. The budget includes \$20,000.00 in the General Fund, \$1,000.00 in the Water Fund and \$10,000.00 total from seven Special Service Area Funds.

## ATTACHMENTS

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1. RFP Results
2. Bid Certification Form

## RECOMMENDED MOTION

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Motion to accept the proposal and award a three-year contract to Kankakee Nursey Co. for the purchase and delivery of trees in 2023, 2024 and 2025.

# Lake in the Hills Public Works Department

## MEMORANDUM

**To:** Ryan McDillon, Public Works Director  
**From:** Guy Fehrman, Streets Superintendent  
**Date:** January 9, 2023  
**Subject:** RFP Results - Tree Purchase Services

The Public Works Department received and opened four (4) Request for Proposal (RFP) submittals for the Tree Purchase Services Contract at 10:00 a.m. Friday, January 6, 2023 at the Public Works Department located at 9010 Haligus Road, Lake in the Hills, 60156. No vendors were in attendance. Those present from the Village Of Lake In The Hills were Peter D’Agostino – Administrative Services Manager, Guy Fehrman – Streets Superintendent and Sunni Butler - Administrative Specialist I, acting as recorder. Peter D’Agostino indicated if the bidders acknowledged Addendum #1:

Company	Bidder Acknowledges Addendum #1
Goodmark Nurseries, LLC. - Wonder Lake, IL	Yes
Fox Ridge Nursery, Inc - Harvard, IL	Yes
Kankakee Nursery Co. - Saint Anne, IL	Yes
The FIELDS on Caton Farm, Inc. - Crest Hill, IL	Yes

The RFP opening concluded at 10:08 a.m. Village staff will review the RFP submittals and plan to make a recommendation to the Village Board at an upcoming Village Board Meeting.





**APPENDIX 4**  
**VILLAGE OF LAKE IN THE HILLS**  
**BID CERTIFICATION FORM**  
**Tree Purchase Services**

CONTRACTOR'S NAME:

Kankakee Nursery Co.

ADDRESS:

4481 S 3250E Rd

Saint Anne, IL 60964

PHONE NUMBER:

815-937-9358

SCIENTIFIC NAME	COMMON NAME	COST PER TREE @ 2 INCHES		COST PER TREE @ 2.5 INCHES		COST PER TREE @ 3 INCHES	
		One-year agreement	Three-year agreement	One-year agreement	Three-year agreement	One-year agreement	Three-year agreement
		January 1, 2023 to December 31, 2023	January 1, 2023 to December 31, 2025	January 1, 2023 to December 31, 2023	January 1, 2023 to December 31, 2025	January 1, 2023 to December 31, 2023	January 1, 2023 to December 31, 2025
Acer miyabei 'Morton'	State Street Maple	\$ 157	\$ 157	\$ 189	\$ 189	\$ 224	\$ 224
Acer platanoides 'Royal Red'	Royal Red Maple	\$ 164	\$ 164	\$ -	\$ -	\$ -	\$ -
Aesculus hippocastanum	Common Horsechestnut	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aesculus glabra	Ohio Buckeye	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aesculus flava	Yellow Buckeye	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alnus glutinosa	Common/Black Alder	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Betula nigra	River Birch	\$ 137	\$ 137	\$ 157	\$ 157	\$ 189	\$ 189
Carpinus carolinana	American Hornbeam	\$ 152	\$ 152	\$ -	\$ -	\$ -	\$ -
Carya ovata	Shagbark Hickory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Catalpa speciosa	Northern Catalpa	\$ 129	\$ 129	\$ 172	\$ 172	\$ 224	\$ 224
Celtis occidentalis	Common Hackberry	\$ 139	\$ 139	\$ 184	\$ 184	\$ 206	\$ 206
Cercis canadensis	Eastern Redbud	\$ 144	\$ 144	\$ -	\$ -	\$ -	\$ -
Fagus grandifolia	American Beech	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SCIENTIFIC NAME	COMMON NAME	COST PER TREE @ 2 INCHES		COST PER TREE @ 2.5 INCHES		COST PER TREE @ 3 INCHES	
		One-year agreement	Three-year agreement	One-year agreement	Three-year agreement	One-year agreement	Three-year agreement
		January 1, 2023 to December 31, 2023	January 1, 2023 to December 31, 2025	January 1, 2023 to December 31, 2023	January 1, 2023 to December 31, 2025	January 1, 2023 to December 31, 2023	January 1, 2023 to December 31, 2025
<i>Fagus sylvatica</i>	European Beech	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Ginkgo biloba</i>	Ginko	\$ 252	\$ 252	\$ -	\$ -	\$ -	\$ -
<i>Gymnocladus dioicus</i>	Kentucky Coffeetree	\$ 139	\$ 139	\$ 194	\$ 194	\$ 233	\$ 233
<i>Larix decidua</i>	Common Larch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Liriodendron tulipifera</i>	Tulip Tree	\$ 139	\$ 139	\$ 179	\$ 179	\$ 224	\$ 224
<i>Nyssa sylvatica</i>	Black Tupelo	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Platanus acerifolia</i>	London Planetree	\$ 121	\$ 121	\$ 151	\$ 151	\$ 184	\$ 184
<i>Populus tremuloides</i>	Aspen	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Quercus bicolor</i>	Swamp White Oak	\$ 159	\$ 159	\$ 196	\$ 196	\$ 236	\$ 236
<i>Quercus macrocarpa</i>	Bur Oak	\$ 152	\$ 152	\$ 188	\$ 188	\$ 229	\$ 229
<i>Quercus muehlenbergii</i>	Chinkapin Oak	\$ 166	\$ 166	\$ 216	\$ 216	\$ 247	\$ 247
<i>Quercus 'Crimschmidt'</i>	Crimson Spire Oak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Quercus rubra</i>	Red Oak	\$ 166	\$ 166	\$ 216	\$ 216	\$ 247	\$ 247
<i>Taxodium distichum</i>	Bald Cypress	\$ 166	\$ 166	\$ 189	\$ 189	\$ 217	\$ 217
<i>Tilia cordata</i>	Littleleaf Linden	\$ 157	\$ 157	\$ 198	\$ 198	\$ -	\$ -
<i>Ulmus davidiana</i> var. japonica 'Morton'	Accolade Elm	\$ 118	\$ 118	\$ 141	\$ 141	\$ 182	\$ 182
<i>Ulmus carpinifolia</i> 'New Horizon'	New Horizon Elm	\$ 118	\$ 118	\$ 141	\$ 141	\$ 182	\$ 182

SCIENTIFIC NAME	COMMON NAME	COST PER TREE @ 2 INCHES		COST PER TREE @ 2.5 INCHES		COST PER TREE @ 3 INCHES	
		One-year agreement	Three-year agreement	One-year agreement	Three-year agreement	One-year agreement	Three-year agreement
		January 1, 2023 to December 31, 2023	January 1, 2023 to December 31, 2025	January 1, 2023 to December 31, 2023	January 1, 2023 to December 31, 2025	January 1, 2023 to December 31, 2023	January 1, 2023 to December 31, 2025
Ulmus 'Frontier'	Frontier Elm	\$ 124	\$ 124	\$ 154	\$ 154	\$ 197	\$ 197
Ulmus 'Morton Glossy'	Triumph Elm	\$ 118	\$ 118	\$ 141	\$ 141	\$ 182	\$ 182

**6' HEIGHT MINIMUM**

Picea pungens	Blue Spruce	\$	\$	\$	\$	\$	\$
Pinus strobus	White Pine	\$ 130	\$ 130	\$	\$	\$	\$
Picea abies	Norway Spruce	\$ 130	\$ 130	\$	\$	\$	\$

**6' CLUMP MINIMUM**

Malus sargentii	Sargent Crabapple	\$	\$	\$	\$	\$	\$
Cornus alternifolia	Pagoda Dogwood	\$	\$	\$	\$	\$	\$
Betula nigra	River Birch	\$ 101	\$ 101	\$ 119	\$ 119	\$ 136	\$ 136

7'      7'      8'      8'

**1. COST OF WORK:**

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

**2. COSTS:**

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively.



The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

### **3. DELIVERY REQUIREMENTS:**

The undersigned hereby affirms and states that the prices listed as "Delivered" are the total costs for the delivery of item(s) to their designated locations ready for use.

### **4. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for said Tree Purchase Services, [he/she] will completely perform the contract in strict accordance with its terms and conditions after the undersigned has been awarded the contract.

### **5. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Tree Purchase Services, in accordance with the following specifications as attached.

### **6. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be cost per tree at specified diameter so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.

Dated at Kankakee Nursey this 20th day of December, 202~~3~~<sup>2</sup>.

By: Michael Porter  
(signature)

Its: Sales Representative  
Title

Michael Porter, being duly sworn, deposes and states that he/she is the  
Sales Representative of Kankakee Nursey Co. and that the statement above is

true and correct. Subscribed and sworn before me this 20th day of December, 202~~3~~<sup>2</sup>

(NOTARY STAMP)

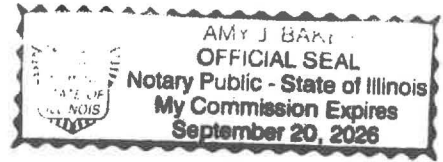
Amy J Baker  
Notary Public

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** January 24, 2023

**DEPARTMENT:** Public Works

**SUBJECT:** Airport Ground Lease for Hangar PAP-13

## EXECUTIVE SUMMARY

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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. Larry Edwards is requesting a new ground lease in the name of his LLC, Sands Road, on Hangar PAP-13. This lease is for the period of January 27, 2023 to January 26, 2043. The lease includes an option to renew for four additional five-year terms.

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

## FINANCIAL IMPACT

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The Airport Fund will receive \$2,343.36 annually from the ground lease, subject to annual increases approved by ordinance.

## ATTACHMENTS

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1. Proposed Ordinance
2. PAP-13 Ground Lease

## RECOMMENDED MOTION

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Motion to approve the Ordinance and authorize the Village President and Village Clerk to sign the ground lease for Hangar PAP-13 with Sands Road, LLC.

**VILLAGE OF LAKE IN THE HILLS**

**ORDINANCE NO. 2023- \_\_\_\_\_**

**An Ordinance Authorizing the approval of a Ground Lease  
between the Village of Lake in the Hills  
and Sands Road, LLC for PAP-13**

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 Sands Road, LLC wish to enter into a Ground Lease for PAP-13 at the Lake in the Hills Airport for an initial period of 20 years, ending January 26, 2043 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-13 is approximately 39'3" x 14'8" by 16'6" x 14'7" 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 Sands Road, LLC for PAP-13 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 26th day of January, 2023 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 26TH DAY OF JANUARY, 2023

\_\_\_\_\_  
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 26<sup>th</sup> day of January, 2023 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Lessor”) and Sands Road, LLC (the “Lessee”).

WITNESSETH:

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

**[PAP-13]**

Lot dimensions 39’3” x 14’8” by 16’6” x 14’7” (The “Premises”).

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on January 27, 2023, and shall continue for a period of 20 years and shall terminate January 26, 2043 (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 benzine or other volatile chemicals or compounds or explosives or any other articles of intrinsically dangerous nature, except such materials and equipment commonly related to airplane maintenance. The Lessee further shall indemnify, defend, and hold harmless the Lessor from and against any and all liability, loss, damage, expense, penalties, and legal and investigation fees or costs arising from or related to any claim or action for injury or liability brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment of the Premises.

### ARTICLE 3: RENT

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

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

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

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

#### ARTICLE 4: LESSOR'S RIGHT TO RELOCATE LESSEE

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



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

#### ARTICLE 5: CONDITION OF PREMISES; REPAIR

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

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

#### ARTICLE 6: COVENANTS

The Lessee agrees to all of the following covenants:

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

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

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

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

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

## ARTICLE 7: REMEDIES

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

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

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

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

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

#### ARTICLE 8: TAXES

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

#### ARTICLE 9: INSURANCE; INDEMNIFICATION

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

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

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

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

#### ARTICLE 10: SUBORDINATION

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

#### ARTICLE 11: IMPROVEMENTS; MECHANIC'S LIENS

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

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

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

#### ARTICLE 12: ASSIGNMENT OR SUBLETTING

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

#### ARTICLE 13: UNTENANTABILITY

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

#### ARTICLE 14: SURRENDER OF PREMISES; HOLD OVER

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

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

#### ARTICLE 15: COSTS AND FEES

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

#### ARTICLE 16: SUCCESSORS AND ASSIGNS

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

## ARTICLE 17: REMEDIES CUMULATIVE

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

## ARTICLE 18: ESTOPPEL CERTIFICATE

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

## ARTICLE 19: MISCELLANEOUS

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

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

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

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

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

## ARTICLE 20: NOTICES

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

**To the Lessee at:**

Sands Road LLC / Larry Edwards  
6714 Sands Road  
Crystal Lake, IL 60014

**and to the Lessor at:**

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

**with a copy to:**

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

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

**ARTICLE 21: PRIOR AGREEMENTS**

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

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

[LESSOR] VILLAGE OF LAKE IN THE HILLS

By: \_\_\_\_\_  
**Village President**

Attest: \_\_\_\_\_  
**Village Clerk**

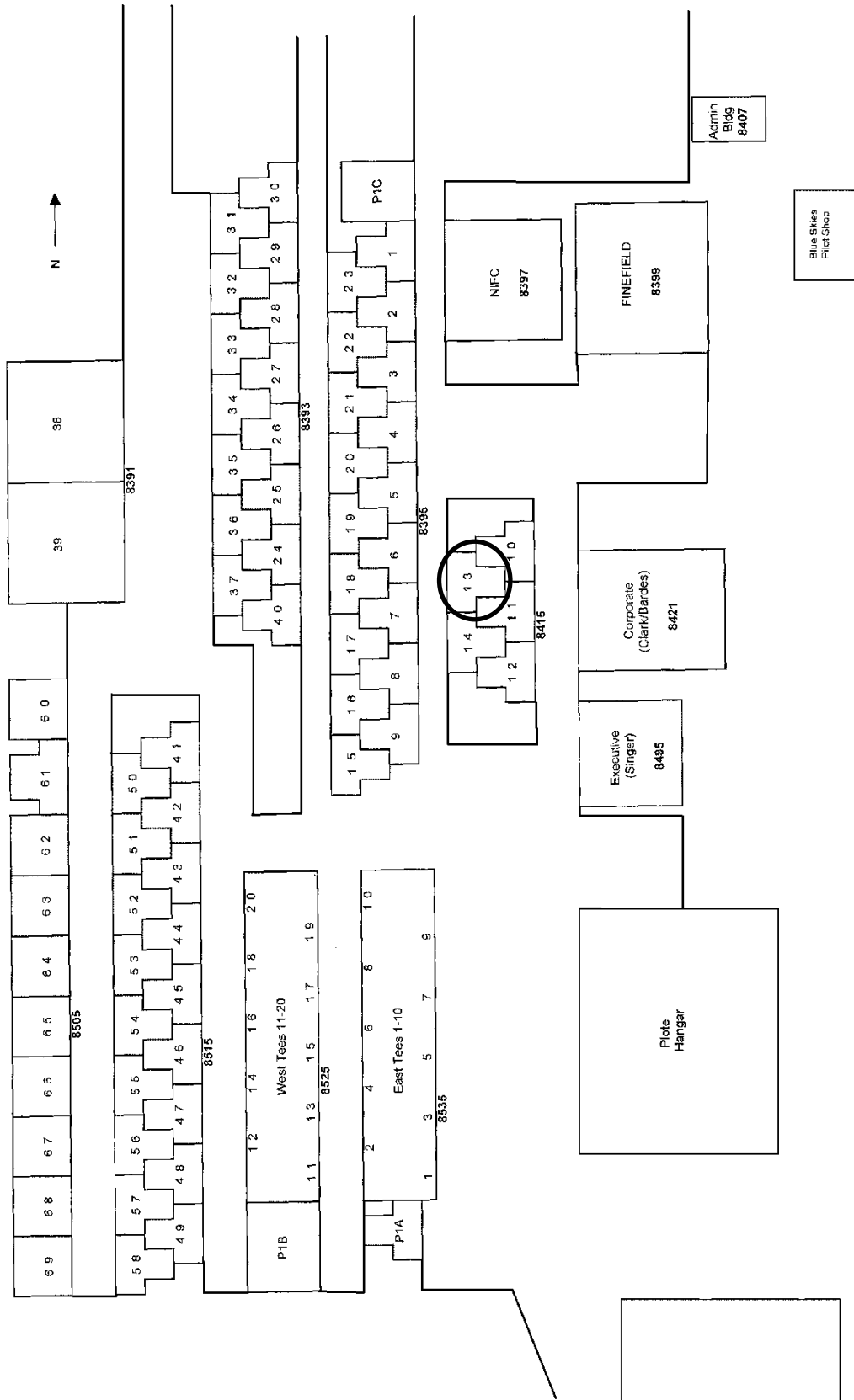
[LESSEE] Sands Road LLC / Larry Edwards

By: 

Title: SOLE MEMBER



# EXHIBIT A PREMISES



**EXHIBIT B  
RENT SCHEDULE**

**Village Owned Facility Leases and Tie Downs**

<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
Hard surface tie downs	\$90.00	Monthly
Grass tie downs	\$60.00	Monthly
East and West T-Hangar Building Leases	\$320.00	Monthly
Maintenance Hangar Building Lease	\$3,086.39	Monthly
8603 Pyott Road Building Lease	\$2,117.43	Monthly

**Overnight Transient Storage**

<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
Grass Tie Down	\$5.00*	Daily
Hard Surface Tie Down or Ramp Area	\$10.00*	Daily
T-Hangar	\$30.00	Daily
Large Aircraft Ramp Fee	\$50.00	Daily

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

**Land Leases**

<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
Square Hangars	\$13.30*	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

\*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**

<b>Breaker Size (Amps)</b>	<b>Monthly Fee (USD)</b>	<b>Comments</b>
20	\$7	Single breaker serves 3 individual hangars
20	\$10	Single breaker serves 2 individual hangars
20	\$20	Fee per individual breaker
30	\$29	Fee per individual breaker
40	\$39	Fee per individual breaker
50	\$49	Fee per individual breaker
60	\$59	Fee per individual breaker

**EXHIBIT B**  
**RENT SCHEDULE**

**Disconnect/Reconnect – Electrical**

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

**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 10<sup>th</sup> of the same month; and
3. The tenant has displayed a good payment history during the preceding 12 months. A good payment history shall be defined as having a) no late fees posted to the account, and b) no late fee waiver requested for the account during the preceding 12 months and c) no returned payments associated with the account.

**EXHIBIT C  
PLANS**

Not applicable.