



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

MAY 23, 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. Administration
 1. Request waiver of Section 43.09, "Noise", of the Lake in the Hills Municipal Code and waiver of Sign Regulations and Enforcement for Club 400
 2. Request waiver of Sign Regulations and Enforcement for Joanna Krzepkowska/HomeSmart Connect
 3. Ordinance allowing Temporary Sale of Packaged Beer for Licensed Establishment
 - B. Community Development
 1. Ordinance Granting a Variation to reduce the Minimum Front Yard for an attached Garage at 332 Hiawatha Drive
 2. Ordinance Amending certain Ordinance No. 2022-29, Granting a Variation to Section 16.7 Table 5 - Signs Permitted at 220 N. Randall Road to allow for a sign
 - C. Public Works
 1. Ordinance approving an Airport Ground Lease for Hangar PAP-08 with Edmund Kraus
 2. Ordinance approving an Airport Ground Lease for Hangar PAP-47 with David Hall
 3. Ordinance approving an Airport Office Sublease with World Resolutions, LLC
 - D. Parks & Recreation
 1. Village Support Request for the 2023 McHenry County Century Ride
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) 960-7400 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: May 23, 2023

DEPARTMENT: Administration

SUBJECT: Club 400 requesting a waiver of Section 43.09, "Noise", of the Lake in the Hills Municipal Code and waiver of Sign Regulations & Enforcement

EXECUTIVE SUMMARY

Attached please find a letter from Stewart McVicar, with Club 400, requesting enforcement activities be suspended to allow the placement of temporary signage on Henry Lane. He has also requested a waiver of the provisions of Section 43.09, Noise, of the Municipal Code to allow music to be played at an event being held by Club 400 at 3090 Henry Lane on Thursday, August 17, 2023. Finally, he requests that parking be allowed on the following streets for approximately 250 guests:

- Northside of Gladstone
- Eastside of Henry Lane
- Southside of Gateway
- Eastside of Albrecht

Accordingly, the police department will place signage restricting parking to only one side of the street during the events. This will alleviate street congestion and allow for better traffic flow for residents and emergency vehicle access if necessary.

Club 400 will also be applying for a one-day Event Permit Liquor License.

Mr. McVicar will be present at the May 23, 2023 Committee of the Whole meeting.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Club 400 Letter

RECOMMENDED MOTION

Motion to waive the provisions of Section 43.09, "Noise" from 6:00pm until 10:30pm, suspend enforcement activities to allow the installation of temporary signage on Henry Lane, and allow parking for approximately 250 guests for the event being held by Club 400 on August 17, 2023 at 3090 Henry Lane.



Nancy Sujet
Village of Lake in the Hills
Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

Via Email to: Nancy Sujet, nsujet@lith.org

RE: Stewart McVicar/Club 400 2023 Event

Dear Nancy,

Club 400 and Stewart McVicar request a waiver of enforcement for noise, posting temporary signage, and parking ordinance requirements on Thursday, August 17th from 6:00pm until 10:30pm.

Stewart McVicar, property owner of 3090 Henry Lane, Lake in the Hills, is seeking approval to host a charity event on Thursday, August 17th. The event is set to commence at 6:00pm with some guests and volunteers arriving early for set-up. The event is set to conclude at approximately 10:30pm with some guests and volunteers to remain on site later for clean-up. It is anticipated approximately 250 guests and volunteers will be present. Temporary signs will be placed on the property at 3090 Henry Lane, LITH and will not be posted elsewhere in the Village.

The August 17, 2023 event will feature Chicago Cubs players/celebrities, Joe Maddon with approximately 250 tickets sold to benefit the Special Olympics as well as Club 400. A ticket to the event includes food, drink, a meet-and-greet with the celebrities and an auction of donated Cubs memorabilia.

The event will be catered by a local restaurant and food permits will be in place to serve food and drink by McHenry County Health Department. Beer, wine and soft drinks will be served. We will have off-duty police checking IDs and handing out wristbands that will signify a person is over 21 years of age. All servers will carry Bassett certification and are trained to look for wristbands, underage drinkers, and intoxicated individuals. The property is also fenced in on 3-sides with only one entrance into and out of the event.

Parking will be restricted to one side of the street to ensure emergency vehicle access to the property. Parking will be available as follows, with "no parking" signs on the opposite side of the streets: north side of Gladstone, east side of Henry Lane, south side of Gateway and east side of Albrecht. In addition, a shuttle service will be operating to take attendees from the parking lots near Red Tail Golf Course to the event to reduce parking on the streets.

We have a special event certification of insurance for general liability, which includes host liquor for the event. Our applications for Event Permits from the Village ASAP. We do not anticipate any issues with insurance or securing the appropriate permits.

Please let me know if you have any questions at this time or need clarification. We appreciate your consideration of these requests. If possible, we would like our requests placed on the agenda for an upcoming board meeting. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ray Bogdanowski', written in a cursive style.

Ray Bogdanowski, rogdanowski@lith.org

Shannon Andrews, sandrews@lith.org

Ann Marie Hess, ahess@lith.org

Bradford Stewart, bstewart@zrfmlaw.com

Stewart McVicar, stewartmcvicar@yahoo.com



REQUEST FOR BOARD ACTION

MEETING DATE: May 23, 2023

DEPARTMENT: Administration

SUBJECT: Request for Waiver of Sign Regulations and Enforcement for Joanna Krzepkowska/HomeSmart Connect

EXECUTIVE SUMMARY

Per the Zoning Ordinance, Section 16.2-8, all non-profit entities wishing to place temporary signs in the right-of-ways must submit a written request to the Community Development Department to allow for an event sign(s) to be placed in the public right-of-way, which are approved by the Village Administrator.

Per Village Code, Chapter 31, Section 31.01 C, residents that receive a garage sale permit are limited to three signs and they shall be displayed only during the dates the sale is in progress and must be removed within 24 hours after the last day of the sale.

The attached request is from Joanna Krzepkowska, realtor for HomeSmart Connect. She is requesting enforcement activities be suspended to allow the erection of temporary signage in the right-of-way at the intersections listed below, within the Village boundaries, from June 1, 2023 until June 19, 2023, to advertise participation in a neighborhood garage sale to take place from June 15 through June 18, 2023, in the Meadowbrook subdivision.

1. Lakewood Road and Miller Road
2. Miller Road and Haligus Road
3. Miller Road and Swanson Road (Southside)
4. Miller Road and Randall Road

Since this is not a non-profit entity, the request is being submitted to the Village Board for approval.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Letter

RECOMMENDED MOTION

Motion to suspend enforcement activities from June 1, 2023, until June 19, 2023, to allow the installation of temporary signage at the intersections referenced above for the neighborhood garage sale to take place from June 15 to June 18, 2023, in the Meadowbrook subdivision.



May 5th 2023

Village of lake in the Hills

600 Harvest Gage

Lake in the Hills, IL 60156

Dear Village of lake in the Hills Board of Trustees:

Joanna Krzepkowska Realtor at HomeSmart Connect would like to place 4 signs for upcoming Meadowbrook community garage sale to attract more participants at the corner of:

1. Lakewood Rd and Miller Rd
2. Lakewood Rd and Ackman Rd
3. Miller Rd & Randall Rd
4. Miller Rd & Haligus Rd

I'm asking for a 2-week period before the event that will be happening on June 15-18

Please see attached sample. Signs size 2x4 feet

Sincerely, Joanna Krzepkowska



**MEADOWBROOK ANNUAL
COMMUNITY**

**June 15-18
2023**

GARAGE SALE



Sponsored by:
**JOANNA
KRZEPKOWSKA**
Your Neighborhood
Realtor





REQUEST FOR BOARD ACTION

MEETING DATE: May 23, 2023

DEPARTMENT: Administration

SUBJECT: Ordinance Allowing Temporary Sale of Packaged Beer

EXECUTIVE SUMMARY

On May 9, 2023, the Village received a request from Corinna Sac of UpRising Bakery, for a temporary license that would allow the business to sell packaged beer to clear excess stock from its inventory. The business, which is an existing liquor license holder under the name Desserts by Corrina, LLC, would like to offer the packaged liquor sales during Memorial Day weekend, from May 27 through May 29, 2023.

The attached Ordinance would allow for the temporary sale of packaged beer for offsite consumption by Desserts by Corrina, LLC for the requested dates of May 27-29, 2023, provided that any beer sold must be part of a complete packaged unit (i.e., a four pack or six pack). In all other respects, the requirements of the Village Code and liquor license for the establishment would remain in full force and effect.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Ordinance
2. Email Request

RECOMMENDED MOTIONS

Motion to Approve an Ordinance Allowing Temporary Sale of Packaged Beer for Licensed Establishment.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2023 - _____

**An Ordinance Allowing Temporary Sale of
Packaged Beer for Licensed Establishment**

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 as granted in the Constitution of the State of Illinois; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, on May 9, 2023, a request was made by a local business holding a liquor license, Desserts by Corrina, LLC, to sell packaged beer from its current inventory to obtain value for inventory that is not currently needed; and

WHEREAS, the Village wishes to assist restaurants, and other liquor serving establishments, to operate successfully.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, Illinois, pursuant to its home rule authority, as follows:

SECTION 1: The temporary sale of packaged beer for offsite consumption by Desserts by Corrina, LLC, is hereby authorized and approved, for the dates of May 27-29, 2023, provided that any beer sold must be part of a complete packaged unit (i.e., a four pack or six pack).

SECTION 2: In all other respects, the requirements of the Village Code and liquor license for the establishment shall remain in full force and effect.

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are temporarily superseded to the extent of such conflict with this Ordinance, without otherwise affecting, impairing, or amending them.

SECTION 5: This Ordinance shall be in full force and effect immediately upon its approval, notwithstanding its publication in pamphlet form (which publication is hereby authorized) as provided by law, due to the exigency of the requested timeframe.

Passed this 25th day of May, 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 25TH DAY OF MAY, 2023

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau

Published:

From: [UpRising Bakery and Cafe](#)
To: [Nancy Sujet](#); [Raymond Bogdanowski](#)
Subject: temporary event license
Date: Tuesday, May 9, 2023 11:46:30 AM

Dr. Liquor Commissioner,

Can we please apply for a temporary license? for 3 days, of May 27th, 28th, 29th 2023, we would like to sell the beers we have as packs - to go - not to be consumed on premise to clear excess stock.

Sincerely,
Corinna Sac
Bakery: 224-209-8695
Cell: 815-200-2622





REQUEST FOR BOARD ACTION

MEETING DATE: May 23, 2023

DEPARTMENT: Community Development

SUBJECT: An Ordinance Granting a Variation to reduce the Minimum Front Yard for an attached Garage at 332 Hiawatha Drive

EXECUTIVE SUMMARY

The existing single-family detached residence at 332 Hiawatha Drive is a typical raised ranch constructed in 1973. The applicant, Peter Wisniewski, purchased the home on February 26, 2007. Mr. Wisniewski would like to renovate and construct additions onto the front and rear of the residence to add living space and create a more usable garage. The lot is steeply sloped and drops 22 feet in elevation from the front lot line along Hiawatha Drive to the rear lot line along Goose Lake. The floor of the existing lower-level garage is over 14 feet lower than the street, and is accessed by a steep asphalt driveway. As a part of the project, the existing garage is proposed to be converted to living space, and a new two-car garage is proposed to be added onto the front of the upper level of the house.

The subject property is within the R-2 One-Family Dwelling zoning district. In accordance with Section 7.4 of the Zoning Code a minimum front yard of 25 feet is required to be maintained in the R-2 zoning district. The proposed new attached garage would be set back only 6.66 from the front lot line. Therefore, the applicant has requested approval of a variation from Section 7.4 of the Zoning Code to reduce the required front yard from 25 feet to 6.66 feet.

Village staff reviewed the variation request according to the standards listed in the Zoning Code. In general, staff found that the request meets all three conditions and all six supplemental standards for the granting of a variation.

The Planning & Zoning Commission conducted a public hearing on May 15, 2023. The Commission recommended approval of the request by a vote of 7-0.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Ordinance
2. Staff Report
3. Application
4. Zoning Map, Future Land Use Map, and Photos

RECOMMENDED MOTION

Motion to approve an ordinance granting a variation to reduce the minimum front yard for an attached garage at 332 Hiawatha Drive.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2023 - ____

**An Ordinance Granting a Variation to reduce the Minimum Front Yard
for an attached Garage at 332 Hiawatha Drive**

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 as granted in the Constitution of the State of Illinois; and

WHEREAS, pursuant to Section 2 of the Zoning Code, the President and Board of Trustees have determined that the passage of this Ordinance will promote and protect the public health, safety, morals, comfort and general welfare of the residents of the Village; and

WHEREAS, Peter Wisniewski (the "Owner") is the record title owner of that certain property located in the R-2 One-Family Dwelling Zoning District ("R-2 District"), consisting of approximately 7,687 square feet, commonly known as 332 Hiawatha Drive in the Village, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance (the "Property"); and

WHEREAS, the Property is currently improved with a single-family detached residence; and

WHEREAS, the Owner desires to construct and maintain an attached garage in front of the residence that would be set back 6.66 feet from the front lot line on the Property (the "Proposed Development"); and

WHEREAS, pursuant to Section 7.4 of the Zoning Code, a minimum front yard of 25 feet is required to be maintained in the R-2 District; and

WHEREAS, in order to permit the Proposed Development on the Property, the Owner has filed an application for a variation from Section 7.4 of the Zoning Code to reduce the required front yard from 25 feet to 6.66 feet (the "Requested Relief"); and

WHEREAS, pursuant to Section 21.6 of the Zoning Code, a public hearing of the Village of Lake in the Hills Planning and Zoning Commission("PZC") to consider approval of the Requested Relief was duly advertised in the Northwest Herald on April 22, 2023, and was held on May 15, 2023; and

WHEREAS, on May 15, 2023, after deliberation the PZC voted (7 aye, 0 nay, 0 absent, 0 abstain) to approve findings of fact and make a report and a recommendation to the President and Board of Trustees in support of the Requested Relief; and

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills have considered the findings of fact, the report, and the recommendation of the PZC, and have determined that the Requested Relief meets the standards for variations as set forth in Section 23 of the Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the Requested Relief to the Owner, subject to the conditions, restrictions, and provisions of this Ordinance;

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

SECTION 1: The Corporate Authorities find that the statements in the foregoing preambles are true, and the statements are incorporated into, and made a part of, this Ordinance as the findings of the Village President and Board of Trustees.

SECTION 2: The findings, report and recommendation of the PZC on the question of granting the Requested Relief is hereby accepted.

SECTION 3: APPROVAL OF VARIATION. In accordance with and pursuant to Section 23 of the Zoning Code and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Village President and Board of Trustees hereby grant the approval of a variation from Section 7.4 of the Zoning Code to reduce the required front yard from 25 feet to 6.66 feet on the Property for the Proposed Development alone.

SECTION 4: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approval granted pursuant to Section 3 of this Ordinance is hereby granted expressly and specifically subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

- A. COMPLIANCE WITH REGULATIONS. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Development and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. COMPLIANCE WITH PLANS. Except for modifications approved by the Building Commissioner in order for the proposed development to comply with the Building Code requirements in Chapter 24 of the Municipal Code, the development, use, operation, and maintenance of the Property must comply with the plans for the Proposed Development prepared by Sasshaus Studio, consisting of four sheets with a date of 03/20/2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit B (the "Plans");
- C. LIMITATION OF VARIATION. The variation granted pursuant to Section 3 of this Ordinance applies and is limited only to the Proposed Development, as depicted in the Plans. No future alterations or modifications that are not in conformity with the requirements of the Municipal Code may be made to the Proposed Development or the Property without first obtaining approval in accordance with the applicable provisions of the Municipal Code.
- D. EXPIRATION OF VARIATION. Pursuant to Section 23.10 of the Zoning Code, the approval granted pursuant to Section 3 of this Ordinance shall be valid for no longer than one year from the date of adoption unless a building permit has been issued for the Proposed Development.
- E. REIMBURSEMENT OF VILLAGE COSTS. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Further, the Owner is liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 5: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the McHenry County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained

herein inures solely to the benefit of, and is binding upon, the Owner, and each of the Owner's respective heirs, representatives, successors, and assigns, except as provided in Section 4.D herein.

SECTION 6: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approval granted in Section 3 of this Ordinance will, at the sole discretion of the President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the President and Board of Trustees may not so revoke the approval granted in Section 3 of this Ordinance unless it first provides the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the zoning district in which the Property is located, and only the previous approvals granted specific to the Property by the Village, prior to the adoption of this Ordinance and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstance.

SECTION 7: AMENDMENTS. Any amendments to the approval granted in Section 3 of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

SECTION 8: 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 9: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 10: EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events, which are conditions precedent:

1. Passage by the President and Board of Trustees in the manner required by law;

2. Publication in pamphlet form (which publication is hereby authorized) in the manner required by law; and
3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit C attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner does not file a fully executed copy of the Unconditional Agreement and Consent, as required by Section 10.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Passed this 25th day of May, 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 25TH DAY OF MAY, 2023

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

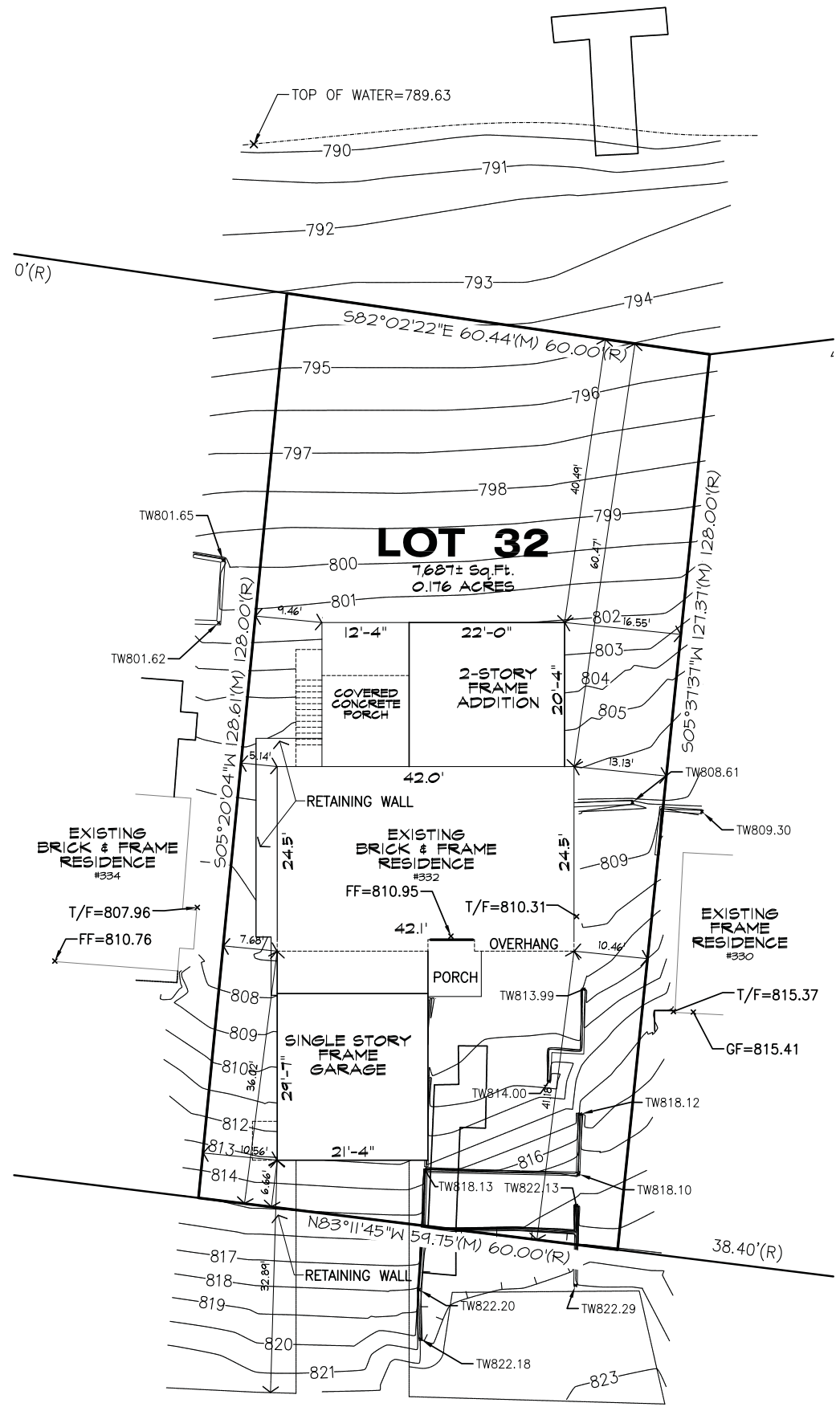
LOT 32 IN BLOCK J IN LAKE IN THE HILLS ESTATES UNIT NO. 10, BEING A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 5, 1952, AS DOCUMENT NUMBER 255945, IN BOOK 11 OF PLATS, PAGE 56, IN MCHENRY COUNTY, ILLINOIS.

Commonly known as 332 Hiawatha Drive, Lake in the Hills, Illinois.

PIN: 19-28-106-031

EXHIBIT B

PLANS



HIAWATHA DRIVE

SITE PLAN

SCALE: 1" = 10'-0"

WISNIEWSKI RESIDENCE
 ADDITION/REMODEL PROJECT
 332 HIAWATHA LANE
 LAKE in the HILLS, ILLINOIS

ZONING REVIEW 03/20/2023

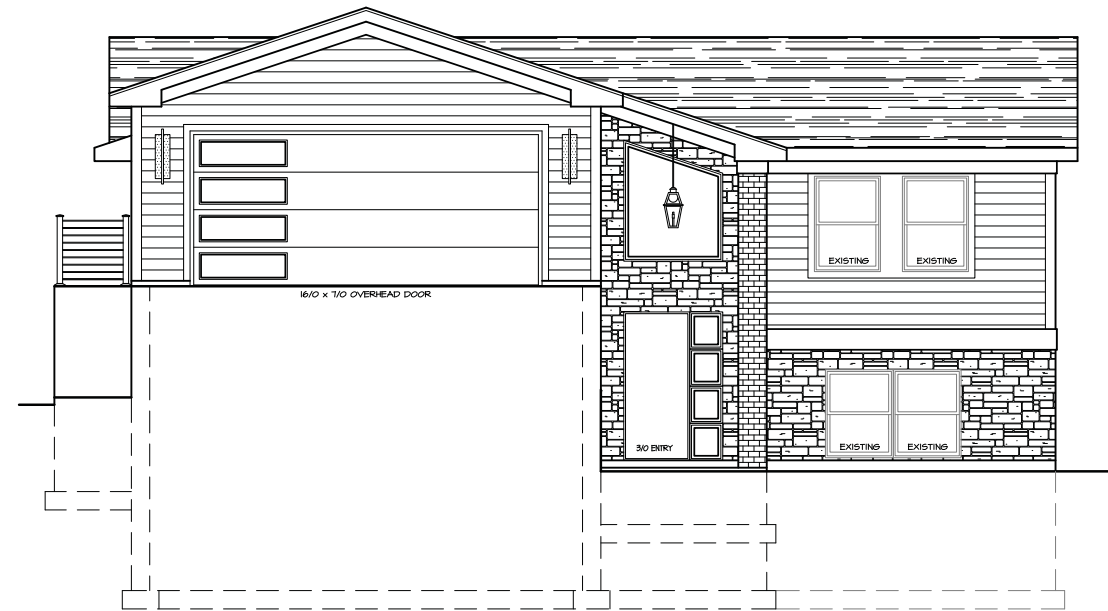
SASSHAUS STUDIO
 1614 OLCOTT RD.
 MARENGO, ILLINOIS
 815-558-7277

DRAWN BY: KNS

PLANS

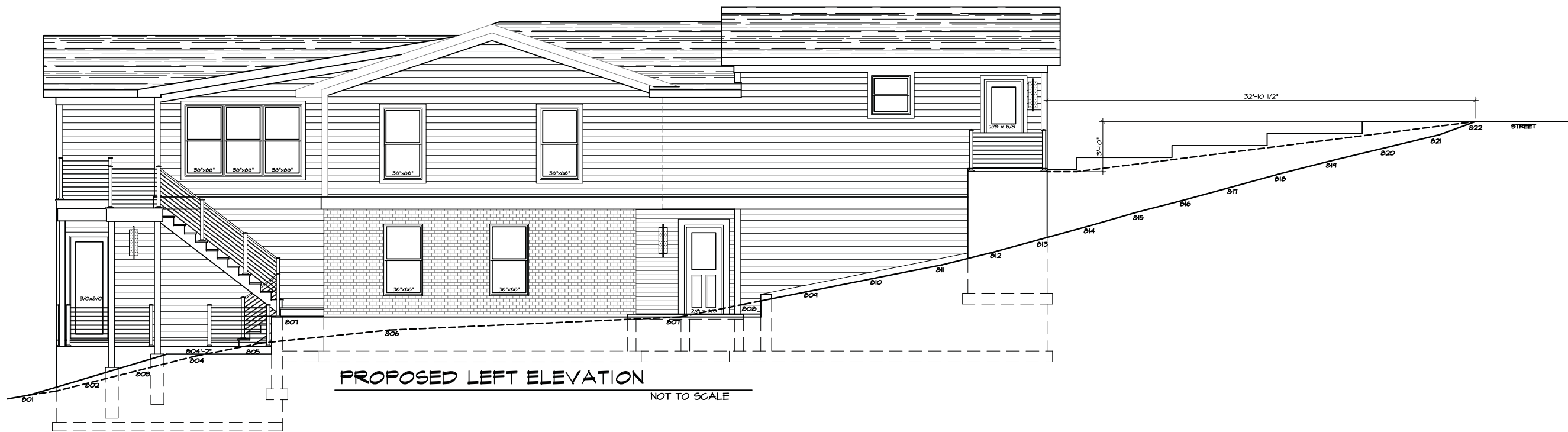
COPYRIGHT 2021

NOTE:
VERIFY ALL EXISTING CONDITIONS
IN FIELD. NOTIFY ARCHITECT
IMMEDIATELY IF ANY DISCREPANCIES
ARE FOUND.



PROPOSED FRONT ELEVATION

NOT TO SCALE



PROPOSED LEFT ELEVATION

NOT TO SCALE

WISNIENSKI RESIDENCE
ADDITION/REMODEL PROJECT
332 HIAWATHA LANE
LAKE in the HILLS, ILLINOIS

ZONING REVIEW 03/20/2023

SASSHAUS STUDIO
1614 OLCOTT RD.
MARENGO, ILLINOIS
815-558-7277

DRAWN BY: KNS

ELEVATIONS

A2

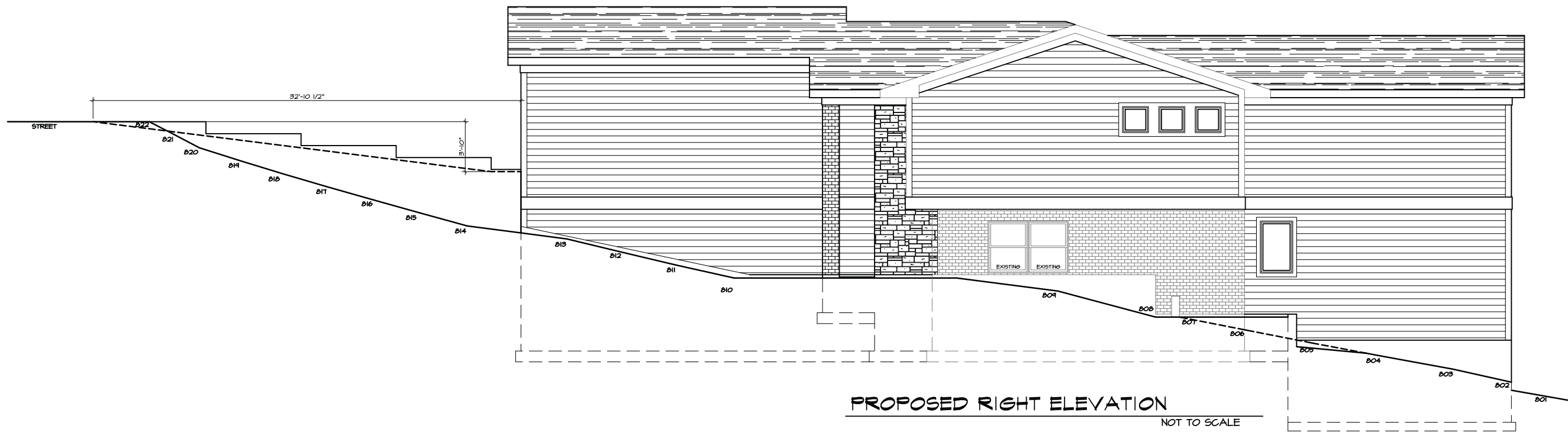
COPYRIGHT 2023

NOTE:
VERIFY ALL EXISTING CONDITIONS
IN FIELD. NOTIFY ARCHITECT
IMMEDIATELY IF ANY DISCREPANCIES
ARE FOUND.



PROPOSED REAR ELEVATION

NOT TO SCALE



PROPOSED RIGHT ELEVATION

NOT TO SCALE

WISNIEWSKI RESIDENCE
ADDITION/REMODEL PROJECT
332 HIAWATHA LANE
LAKE in the HILLS, ILLINOIS

ZONING REVIEW 03/20/2023

SASSHAUS STUDIO
1614 OLCOTT RD.
MARENGO, ILLINOIS
815-558-7277

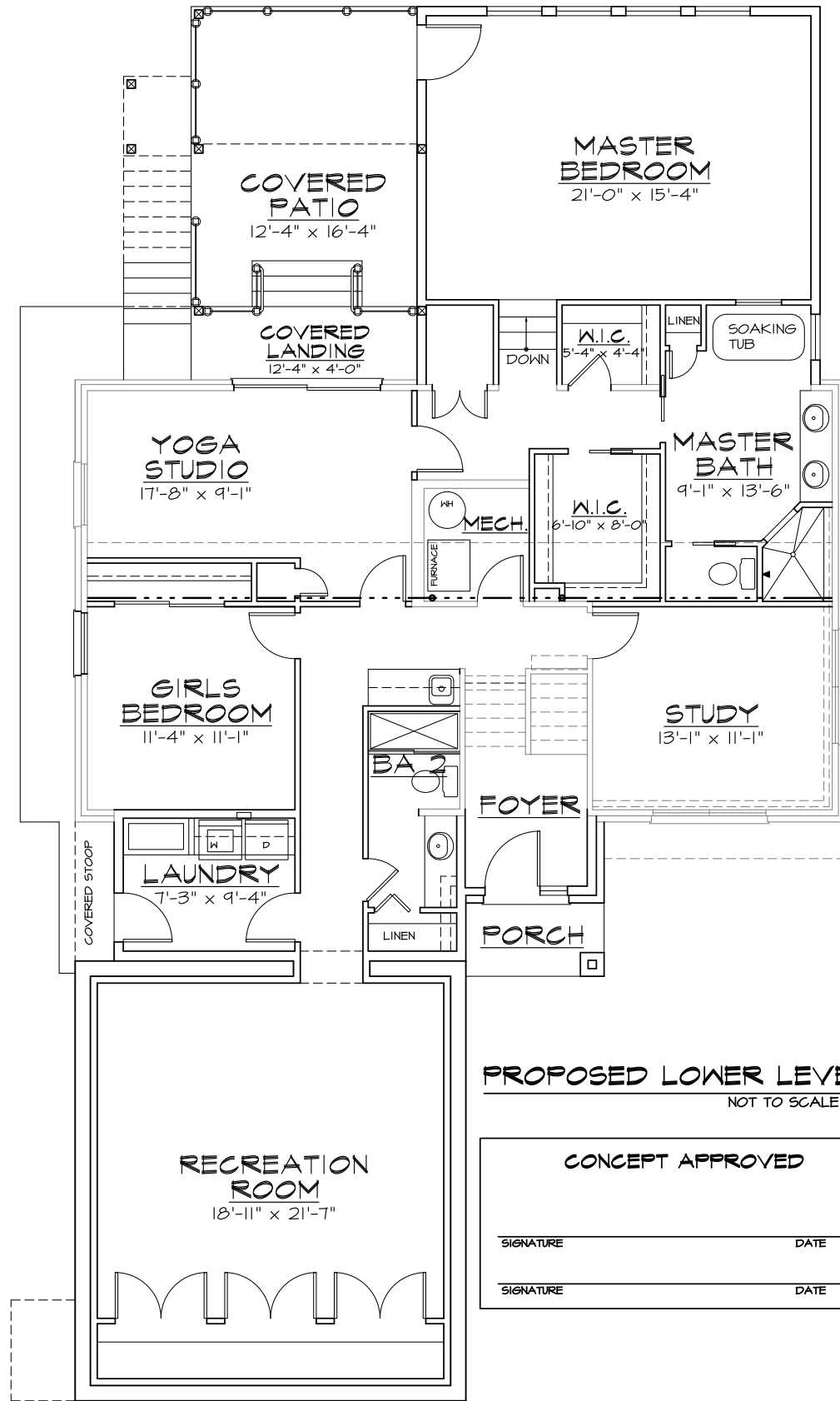
DRAWN BY: KNS

ELEVATIONS

A3

COPYRIGHT 2023

NOTE:
VERIFY ALL EXISTING CONDITIONS
IN FIELD. NOTIFY ARCHITECT
IMMEDIATELY IF ANY DISCREPANCIES
ARE FOUND.

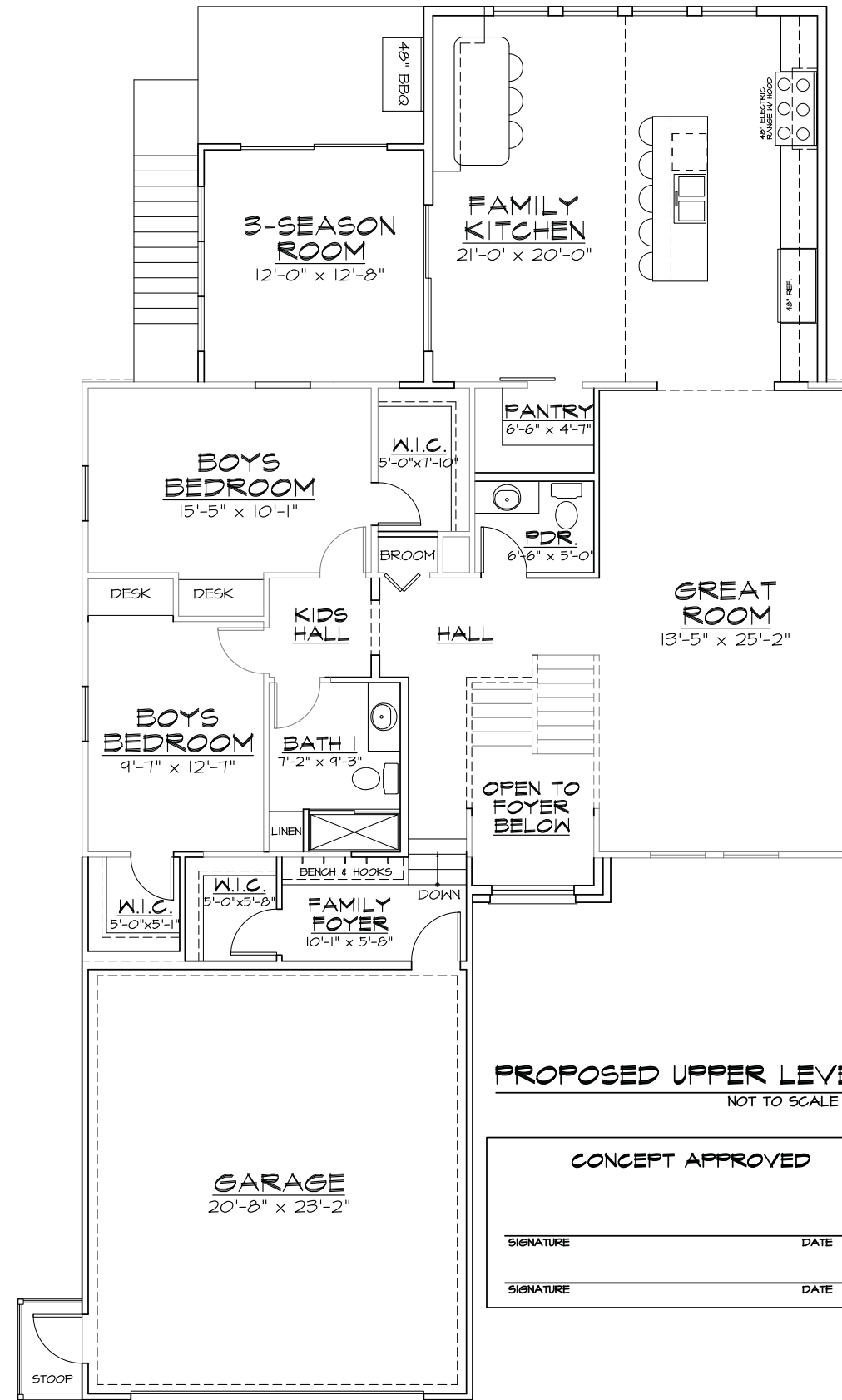


PROPOSED LOWER LEVEL
NOT TO SCALE

CONCEPT APPROVED

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____



PROPOSED UPPER LEVEL
NOT TO SCALE

CONCEPT APPROVED

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

WISNIEWSKI RESIDENCE
ADDITION/REMODEL PROJECT
332 HIAWATHA LANE
LAKE in the HILLS, ILLINOIS

ZONING REVIEW 03/20/2023

SASSHAUS STUDIO
1614 OLCOTT RD.
MARENGO, ILLINOIS
815-558-7277

DRAWN BY: KNS

FLOOR PLANS



EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Lake in the Hills, Illinois ("Village"):

WHEREAS, Peter Wisniewski ("Owner") is the record title owner of that certain property in the Village commonly known as 332 Hiawatha Drive ("Property"); and

WHEREAS, Ordinance No. _____, adopted by the Village President and Board of Trustees on May 25, 2023 ("Ordinance"), grants a zoning variation to the Owner to allow the construction of an attached garage on the Property; and

WHEREAS, Section 10 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, his unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance.

NOW, THEREFORE, the Owner does hereby agree and covenant as follows:

1. The Owner does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of zoning variation approval for the Property or its adoption of the Ordinance, and that the Village's approval does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

4. The Owner does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village

elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting zoning variation approval for the Property.

Dated: _____ 2023

ATTEST:

PETER WISNIEWSKI

By: _____

By: _____

REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION



PLANNING AND ZONING COMMISSION

MEETING DATE: May 15, 2023

DEPARTMENT: Community Development

SUBJECT: Variation for an Attached Garage at 332 Hiawatha Drive

EXECUTIVE SUMMARY

General Information

Requested Action: Variation from Section 7.4 of the Zoning Code to reduce the minimum front yard

Owner: Peter Wisniewski

Applicant: Peter Wisniewski

Purpose: To allow the construction of a home renovation to add a new garage and living space about 27 feet closer to Hiawatha Drive

Location and Size: 332 Hiawatha Drive. Approximately 7,687 square feet in area.

Zoning and Land Use:

Site:	R-2 One-Family Dwelling - Single-Family Residential
North:	R-2 One-Family Dwelling - Goose Lake
East:	R-2 One-Family Dwelling - Single-Family Residential
South:	R-2 One-Family Dwelling - Single-Family Residential
West:	R-2 One-Family Dwelling - Single-Family Residential
Future Land Use:	Low Density Residential

Background

The existing single-family detached residence at 332 Hiawatha Drive is a typical raised ranch constructed in 1973, with three bedrooms and two bathrooms. The home has 1,080 square feet of living area on the upper level and 528 square feet on the lower level, along with a 428-square-foot two-car garage on the lower level. The applicant, Peter Wisniewski, purchased the home on February 26, 2007.

Mr. Wisniewski would like to renovate and construct additions onto the front and rear of the residence to add living space and create a more usable garage. The lot is steeply sloped and drops 22 feet in elevation from the front lot line along Hiawatha Drive to the rear lot line along Goose Lake. The floor of the existing lower-level garage is over 14 feet lower than the street, and is accessed by a steep asphalt driveway. As a part of the project, the existing garage is proposed to be converted to living space, and a new two-car garage is proposed to be added onto the front of the upper level of the house. A basement recreation room is proposed to be built into the hill underneath the garage. The additions would add over 2,300 square feet to the house and increase the living areas to four bedrooms and 3½ bathrooms.

The subject property is within the R-2 One-Family Dwelling zoning district. In accordance with Section 7.4 of the Zoning Code a minimum front yard of 25 feet is required to be maintained in the R-2 zoning district. The proposed new attached garage would be set back only 6.66 from the front lot line. Therefore, the applicant has requested approval of a variation from Section 7.4 of the Zoning Code to reduce the required front yard from 25 feet to 6.66 feet.

Analysis

Per Section 23.7 of the Zoning Code, there are three conditions and six supplemental standards that shall be considered by the Planning and Zoning Commission in determining whether to recommend approval of a variation. The applicant has indicated on their submitted application form how they believe these factors are met. Staff will provide a detailed analysis below of all factors for the request.

Staff has reviewed whether the subject property could yield a reasonable return if required to comply with the minimum yard requirements. As noted on the submitted application form, the home currently has a steep driveway that is difficult for paving contractors to maintain and is unsafe in the winter. Because of this condition, the homeowners represent that they cannot find a reasonable quote for asphalt paving. Staff finds that this condition makes the existing garage and driveway less desirable to when compared to other homes in the vicinity, and would potentially reduce the sale price of the subject property when compared to similar raised-ranch residences. The requested variation would allow construction of a garage that is only 3'10" lower than the street, which would eliminate the steep driveway. Therefore, staff finds that the property would yield a reduced return without the granting of the requested variation.

Staff has reviewed whether the plight of the owner is due to unique circumstances, and notes that the subject property is on a steep hillside that backs up to Goose Lake. Many other properties along the four Village lakes have similar situations with a garage constructed close the front lot line, such as with the residences nearby at 342, 344, 346 & 348 Hiawatha Drive. Certainly, this condition is common around the lakes, but staff finds that condition is not prevalent throughout the Village in general. Therefore, staff finds that the location of the subject property on a steep lot along a lake is a unique circumstance that supports the variation request.

Staff has reviewed whether the variation, if granted, would alter the essential character of the locality. If the variation were to be granted, the attached garage would be set back only 6.66 feet from the front lot line on the south side of the lot. However, the street pavement for Hiawatha Drive is located on the far south side of the public right-of-way, leaving a large parkway area on the north side of the roadway. Therefore, the attached garage would be set back 32.89 feet away from the northern edge of the Hiawatha Drive pavement. Per Section 18.4-3 of the Zoning Code, a typical

parking space is 18 feet long. This means that a car could be parked on the proposed driveway and be located over 14 feet away from the edge of the street. Essentially, to the casual observer on the street who is not aware of the location of the lot line, the house would not appear to be especially close to the street. Further, the applicant has proposed a design that includes low pitched roof lines with only a minimal increase in overall height, such that views of the lake from surrounding properties will remain nearly the same as in the existing condition. Therefore, staff finds the essential character of the area will not be changed.

In review of whether the physical surroundings, shape or topographical conditions of the specific property would bring a particular hardship upon the owner as distinguished from a mere inconvenience, the submitted application lists details of drainage issues with the existing garage and driveway. Staff notes that the house is located directly at the intersection of Hiawatha Drive and Cherokee Trail, and at the downstream end of Cherokee Trail. During typical rain events, stormwater coming down Cherokee Trail crosses the street and runs down the driveway on the subject property. The applicant has included a website link in their application packet to a video showing this flow of water. The applicant has also indicated that water enters their garage during larger rain events. The proposed new garage would eliminate this issue, and the construction is proposed to include drainage improvements. Staff finds that these unique physical conditions of the property bring a particular hardship upon the owner.

As noted above, it is common for lots along the lakes to have steep slopes, and lakefront lots are limited to a specific area of the Village and are not prevalent throughout the Village in general. Therefore, staff finds that the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification.

In review of whether the purpose of the variation is based exclusively upon a desire to make more money out of the property, staff notes that the applicant has owned and lived in the residence for 16 years, and the submitted plans appear to show that the construction project will add more living space for a master bedroom and for children's bedrooms. It seems clear that the proposed construction is primarily intended to provide more space to allow the applicant's family to stay and live in the house, and not an exclusive desire to sell the house for more money. Further, as noted on the submitted application, the proposed design would eliminate a drainage problem and make it safer for cars to back out of the driveway. Specifically, in the current condition, drivers exiting the driveway would have a lot of difficulty seeing traffic along Hiawatha Drive because the driveway is much lower than the street. The required variation would result in a flatter driveway which would greatly increase the visibility for drivers on the driveway and on the street.

Staff has reviewed whether the alleged difficulty or hardship has been created by any person presently having interest in the property, and notes that the steeply sloped driveway and drainage problem already existed when the applicant purchased the residence in 2007. Staff finds that the applicant did not create this hardship.

Staff has reviewed whether the granting of the variation will be detrimental to the public welfare or injurious to other property in the neighborhood. As detailed above, the proposed attached garage would be set back 32.89 feet away from the roadway, and the proposed driveway would be much more level. The flatter driveway would greatly increase the visibility for drivers on the driveway and on the street. Further, staff notes that there is an existing paved parking area for the subject property within the Hiawatha Drive public right-of-way that was approved by the Village Board in 1995. Therefore, even with the reduced setback, the property owner will still have sufficient space

to park four cars outside of the garage. Therefore, the variation will not cause injury to other properties in that there will still be sufficient parking areas, and in that the variation will increase the public welfare by eliminating a hazardous condition.

Finally, staff has reviewed whether the proposed variation will impair an adequate supply of light and air to adjacent property or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood. The requested front yard variation would reduce the distance from the building to the front property line, but the distance from the building to the side property lines would stay the same. Therefore, approval of the variation would not increase the danger of fire to the adjacent residences to the east and west. The existing house is two stories tall, and the proposed attached garage would only be one story tall along the front. Therefore, staff finds that the requested variation to allow the proposed attached garage would not reduce the supply of light and air to the surrounding properties.

Findings – Summary

Based on the analysis noted above, staff offers draft findings that support the approval of the requested variation. The Planning and Zoning Commission’s decision must be consistent with the findings, otherwise the commissioners should deliberate new findings at the public hearing.

Findings – Detail

The Planning and Zoning Commission may recommend and the Board of Trustees shall permit a variation of the provisions of the Zoning Code only if the evidence, in the judgement of the Village, sustains each of the following three conditions:

- A. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located: *The property would yield a reduced return without the granting of the requested variation in that the existing driveway is very steep and access to the existing garage is difficult, and the requested variation would allow for a normal driveway slope.*
- B. The plight of the owner is due to unique circumstances: *The plight of the owner is due to the unique circumstance in that the home is located on a steep lot that backs up to Goose Lake.*
- C. The variation, if granted, will not alter the essential character of the locality: *The variation, if granted, would not alter the essential character of the locality, in that the proposed attached garage would be set back 32.89 feet from the edge of the street pavement along Hiawatha Drive, and in that the view of Goose Lake from surrounding properties will remain basically unchanged.*

For the purpose of supplementing the above standards, the Village, in making its determination whether there are practical difficulties or particular hardship, also shall take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence that:

- D. The particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out: *The physical conditions of*

the specific property would bring a hardship upon the owner if the strict letter of the regulation were to be carried out in that the property receives extra stormwater that flows down the hill along Cherokee Trail.

- E. The conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification: *The conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification, in that steep lakefront lots are limited to a specific area of the Village.*
- F. The purpose of the variation is not based exclusively upon a desire to make more money out of the property: *The purpose of the variation is not based exclusively upon a desire to make more money out of the property, but rather a desire to expand the house so that 16-year Village residents may stay in the house and resolve a drainage problem.*
- G. The alleged difficulty or hardship has not been created by any person presently having interest in the property: *The alleged difficulty or hardship has not been created by any person presently having interest in the property in that the existing house and steep driveway were constructed in 1973, and the applicant purchased the property in 2007.*
- H. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located: *The granting of the requested variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located, in that the proposed attached garage will result in a driveway with better visibility for drivers, which will lessen the chance for vehicular accidents and improve the public welfare.*
- I. The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood: *The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood, in that the proposed attached garage would not be located any closer to the adjacent residences to the east and west, and the garage would be only one story tall along the front.*

ATTACHMENTS

1. Application
2. Exhibits
3. Survey
4. Architectural Plans

RECOMMENDED ACTION

Staff recommends that the Planning and Zoning Commission review, deliberate, and make the following motion:

A motion to recommend approval of the requested variation from Section 7.4 of the Zoning Code to reduce the required front yard from 25 feet to 6.66 feet to allow construction of an attached garage on the property at 332 Hiawatha Drive, per the findings noted in the staff report dated May 15 2023.



Village of Lake in the Hills Development and Zoning Application

Date: 4/6/23

Property Information

Common street address: 332 Hiawatha Dr. Lake in the Hills 60156

PIN (Property Index Number): _____

Current Zoning: _____

Proposed Zoning: _____

Current Use: _____

Proposed Use: _____

Is the request consistent with the Comprehensive Plan? _____

Number of Acres: _____ 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): _____

Property Owner Information

Name(s): Peter Wisniewski

Business/Firm Name (if applicable): _____

Address: 332 Hiawatha Dr.

City/State/Zip: LITH, IL - 60156

Phone Number: 815-404-9525

Email: Peter.j.wisniewski@gmail.com

Applicant Information

Name(s): Peter Wisniewski

Business/Firm Name (if applicable): _____

Address: _____


City/State/Zip: (same as above)


Phone Number: _____

Email: _____

Lake in the Hills Development and Zoning Application
Page 2

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					
Conditional Use		\$500 + \$10/ac over 2 ac	I	Yes	
Rezoning		\$500 + \$10/ac over 2 ac	J	Yes	
Text Amendment		\$500	K	Yes	
Variance – Residential		\$100	L	Yes	\$100
Variance – Non-Residential		0-2 ac = \$250 Over 2 ac = \$500	L	Yes	
Development Plan Review		\$500 + \$10/ac	M	No	
Total Fees					\$100
Additional Fees					
Stormwater Permit Application Fee to be paid at time of permit issuance					
Minor = \$250					
Intermediate or Major = \$1,000					
Reimbursement of Fees Required (Attach Appendix B) = \$2,000 + \$100/acre for every acre over 5 acres					\$2,000


 Property Owner Signature _____
 Date 4/6/23


 Applicant Signature _____
 Date 4/6/23

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

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

EXHIBIT A

**VILLAGE OF LAKE IN THE HILLS
REIMBURSEMENT OF FEES AGREEMENT**

Project Name: 332 Hiawatha Renovation

Owner Name: Peter Wisniewski

Address: 332 Hiawatha Dr LITH 60156

Telephone number: 815-404-9525

Petitioner Name: Peter Wisniewski

Address: 332 Hiawatha Dr

Telephone Number: 815-404-9525

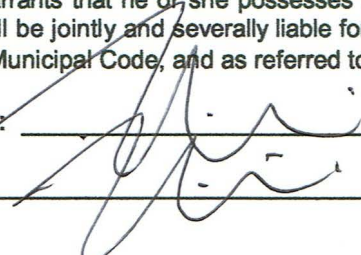
Address and General Parcel Location:

Parcel Identification Number:

Total Acreage:

Invoices should be mailed to: 332 Hiawatha Dr.

By signing this Agreement the petitioner and/or owner acknowledge that each of them has read Chapter 44 of the Lake in the Hills Municipal Code and each of them fully understands and agrees to comply with the terms set forth therein. Further, by signing below, each signatory warrants that he or she possesses full authority to so sign. The owner and/or petitioner agree that owner and petitioners shall be jointly and severally liable for payment of fees referred to in applicable sections of Chapter 44 of the Lake in the Hills Municipal Code, and as referred to hereinabove.

Property Owner Signature & Date:  4/6/23

Petitioner Signature & Date:  4/6/23

FOR OFFICE USE ONLY:

Initial Escrow Amount Received \$ _____ On / /

Copies of Agreement forwarded to:

- Village Administrator
- Village Engineer
- Village Attorney
- Planning Consultant
- Director of Community Services
- Director of Public Works
- Village Collector
- Other _____

Village of Lake in the Hills Account Number: _____

APPENDIX L Variation

This appendix shall be filled out, signed, and submitted with the following information along with the Development and Zoning Application and in accordance with Village Ordinances <http://www.lith.org/administration/page/municipal-code-zoning> and all other applicable requirements:

1. Compliance with Appendix A regarding public notice and hearing requirements
2. Plat of Survey
3. Current Deed to verify property ownership
4. Development Plans (if applicable) that comply with the Zoning Ordinance and all other Village ordinances to include:
 - a. Existing Conditions Plan
 - b. Site Plan
 - c. Utility Plan
 - d. Grading Plan
 - e. Landscape Plan
 - f. Lighting Plan
 - g. Color Building Elevations
 - h. Sign Plan
 - i. Detail Page
5. Stormwater Application and associated reports, if applicable (Appendix C)
6. All documents and information necessary to comply with Village Ordinances.
7. Reimbursement of Fees Agreement, if applicable (Appendix B, Exhibit A)

Submit 1 hard copy of each report and a PDF of each report.

Submit 1 Full Size (minimum 24" x 36") hard copy and a full size PDF of each required plan.

1. Please indicate the variation that is being sought, include section(s) and paragraph(s) of the Zoning Ordinance and any dimension(s) and a brief description of the proposed use, construction or development that prompted the request:

We would like a variance of Section 7.4 of the Zoning Ordinance to decrease the front yard setback requirement for the purpose of constructing a 636 foot addition/attached two car garage facing Hiawatha Dr. based on the Plat of Survey dated October 7th, 2022.

Mr. Peter and Mrs. Allison Wisniewski are proposing a home renovation at 332 Hiawatha Dr. (owners since 2007) to add a new kitchen, new garage and living space 20 feet towards Goose Lake and about 27 feet closer to Hiawatha Dr.

The property owners would like to excavate the current driveway to add a 21 x 18 foot concrete walled recreation room attached to the current house and then build a two-car attached garage on top and closer to Hiawatha in order to create a safer driveway slope with better drainage.

Standards and Findings of Facts for a Variance per Section 23.7 of the Zoning Ordinance

The Planning and Zoning Commission may recommend and the Board of Trustees shall permit a variation of the provisions of this Zoning Code, as authorized in this Section, only if the evidence, in the judgement of the Village sustains each of the following three conditions:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located. **Explain how this standard is met.**

The property owners cannot safely maintain the driveway in the winter or find an asphalt contractor who can provide a reasonable bid because of the slope and worry for asphalt paving equipment.

The driveway has lowered the resale value of the home because of the uncontrollable excessive water coming from the top of Cherokee Trail hill and down the steep slope of the driveway, leading to regular flooding in all four seasons.

The driveway slope is unsafe because it does not provide a sufficient line of sight. It is dangerous to Hiawatha Dr. traffic and makes backing out of driveway incredibly hazardous.

2. The plight of the owner is due to unique circumstances. **Explain how this standard is met.**

The properties location is unique in that it lies at the bottom of a steep hill (Cherokee Trail), a street (Hiawatha Dr.) and also at the top of a steep hill (Driveways) that slopes into Goose Lake.

Therefore during storms, water, sediment and debris flow directly down the driveway from the street above, and routinely go through the garage on it's way to the lake, water sometimes inside the home as well (see video).

3. The variation, if granted, will not alter the essential character of the locality. **Explain how this standard is met.**

The neighborhood has large trees and a wide range of pitched roof designs and obstructed views of Goose Lake. The proposed architectural design utilizes natural stone, low pitched roof with extensions coming off the front and rear of the original house keeping maximum views. We propose the following:

- Upgraded drainage to improve the storm water management and stop the consistent land erosion.
- Keeping the essential character of the area with upgraded landscaping along the West side of the property.
- The new low-pitched garage roof would minimize the impact of the proposed construction in keeping with the appeal and character of the area.
- The requirement of the low-pitched roof would minimize the impact of the proposed construction on the neighboring property values.

For the purpose of supplementing the above standards, the Village, in making this determination whenever there are practical difficulties or particular hardship, also shall take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

4. That the particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out. **Explain how this standard is met.**

332 Hiawatha Drive's extreme front slope off the paved intersection of Hiawatha Dr. and Cherokee Trail, unique position on a hill and drainage situation is documented in the following:

- Professional photographs dated Spring of 2022
- Topographical surveys completed by Vanderstappen Land Surveying, Inc. 9/20/22
- Video evidence of a typical rain event flooding on 4/4/23

5. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification. **Explain how this standard is met.**

Our house is unique due to being located at the paved intersection of Hiawatha Dr. and Cherokee Trail without adequate sewer and drainage facilities.

6. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property. **Explain how this standard is met.**

The variation would drastically improve the safety of driving conditions and provide the opportunity to improve the underlying drainage systems with large diameter plumbing and a channel drain installed at the top of the new proposed driveway.

7. That the alleged difficulty or hardship has not been created by any person presently having interest in the property. **Explain how this standard is met.**

The hardship is created by increasing weather events due to environmental changes and by poor village planning, rules and regulations when the neighborhood and home was originally built.

Zoning Committee,

We, Mr. Peter and Mrs. Allison Wisniewski are proposing a home renovation at 332 Hiawatha Dr. (owners since 2007) to add a new kitchen, new garage and living space 20 feet towards Goose Lake and about 27 feet closer to Hiawatha Dr. We would like to dig out our current driveway to add a 21 x 18 foot concrete walled recreation room attached to the current house and then build a two-car garage on top in order to create a safer driveway slope and better living conditions.

Hardships:

1. Our existing brick and frame residence is located at the bottom of a hill (Cherokee Dr.) and at the base of a steep incline (our driveway). This causes regular flooding issues in our garage that have led to mud, sediment, water and mold building up in one of our few storage areas.
2. Due to the sharp descent of the driveway, shoveling and maintaining the driveway in the winter is dangerous. Use of the driveway for parking is impossible with ice and snow, and hauling heavy garbage cans/recycling bins up and down an icy slope proves interesting and sometimes frightening.
3. Multiple attempts at getting reasonable bids to fix the existing driveway have been unsuccessful because contractors are nervous about getting paving equipment up and down the hill, the cost outrageous due to the pitch.
4. For 15 years, we have made many attempts to manage the erosion and garage flooding such as consistent drainage updates, and properly maintaining gutters. Unfortunately our efforts are no match for any torrential downpour that carries with it heavy onslaughts of water and sediment flowing from the street above us.
5. The regular flooding and extremely steep driveway decline make our 3 Seasons/1.5 car garage useless for parking our vehicles and storing anything of value.
6. There is no parking on Hiawatha Dr, therefore the dangerous driveway causes safety and parking issues for visitors.
7. The steep driveway causes unsafe driving conditions, especially when backing out as the field of view is blocked.
8. The steep driveway causes increased wear and tear on vehicles.

We would like a variance of Section 7.4 of the Zoning Ordinance to decrease the front yard setback requirement for the purpose of constructing a 636 foot addition and above attached two car garage facing Hiawatha Dr. based on the Plat of Survey dated October 7th, 2022.

The new proposed driveway will be approximately 33 feet from the street at a much safer slope for our young family and visitors. This will allow us to reconfigure the drainage, similar to how we added drainage to our terrace garden walkway on the South side of our home that has stopped the erosion.

Thanks for your consideration to build an addition, upgrade the drainage and move a useable garage close to the top of the hill like our neighbors did at 346 Hiawatha Dr. in 2005.

We amend the following:

- A. Upgraded drainage will improve the storm water management and stop the consistent land erosion.
- B. The essential character of the area would not be altered, but improved to a high degree with upgraded landscaping along the West side of the property.
- C. The new low-pitched roof off the garage would minimize the impact of the proposed construction in keeping with the appeal and character of the area.
- D. The requirement of the low-pitched roof would minimize the impact of the proposed construction on the neighboring property values.

Attachments:

- 1. Plat and topographical Survey:
https://drive.google.com/drive/folders/1SxxzVS0zZQ2mZeCUGDDSqfwUwd-u6_nB?usp=share_link
- 2. Zoning Review Architectural Plans:
https://drive.google.com/file/d/1biCKCVaN1o7GGnQmuDoyWgjTEmJIK68n/view?usp=share_link
- 3. Video and Photos of driveway and garage flooding during heavy rain (4/4/23):
https://drive.google.com/drive/folders/1-GzIQj7ojstXUTv8oRGQCJQ7-Tq4-cF-?usp=share_link
- 4. Standards and Findings of Facts for a variance per section 23.7 of the Zoning Ordinance:
https://drive.google.com/file/d/1gC6JYuazluQ-AIVzo5fqI_G6i5XTbJ8Q/view?usp=share_link
- 5. 332 Hiawatha Dr. Property Deed:
https://drive.google.com/file/d/1ydIhIbDFGA1fBBG9IUEGnO-tDhGz9ert/view?usp=share_link

Regards,

Allison and Pete Wisniewski
332 Hiawatha Dr.
Lake in the Hills, IL

60156

Cell: (815) 404-9525

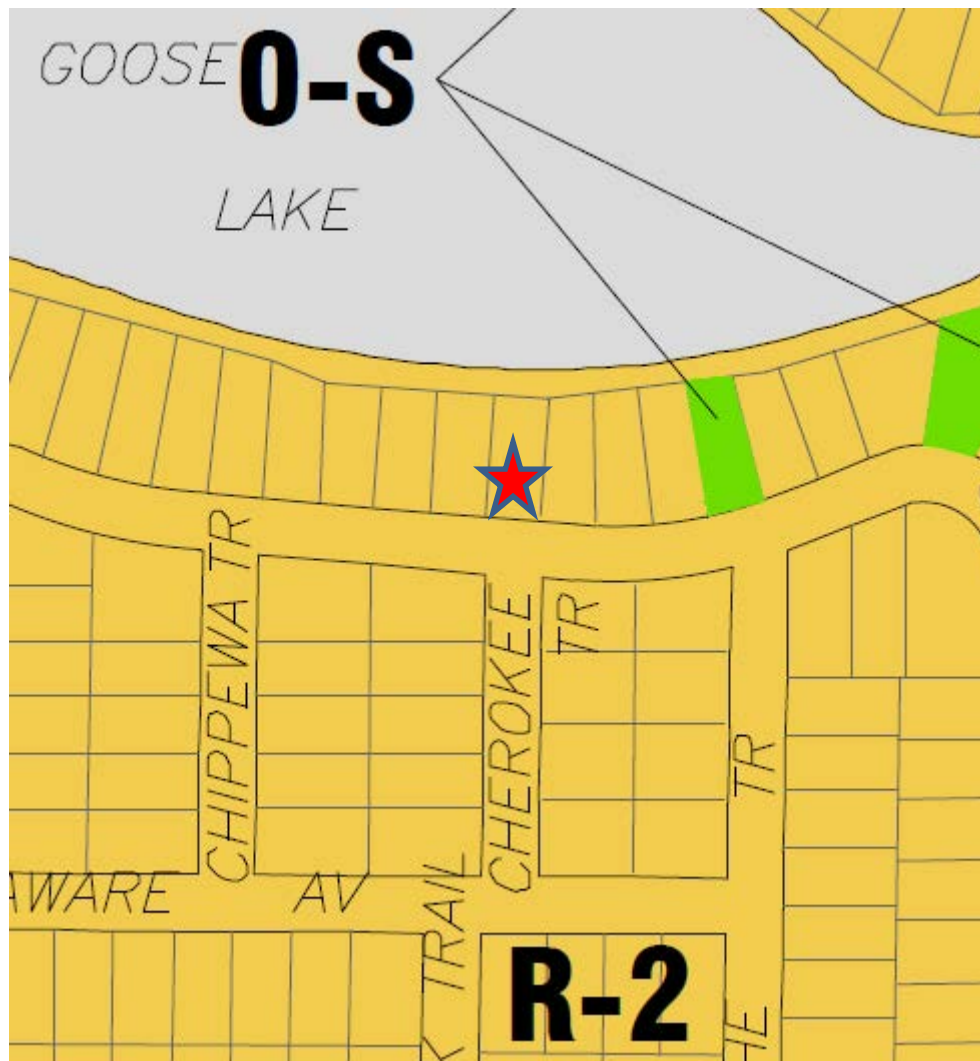
Email: peterjwisniewski@gmail.com

Variation for an Attached Garage at 332 Hiawatha Drive



2. EXHIBITS

ZONING MAP



FUTURE LAND USE MAP



AERIAL PHOTO



PROPERTY PHOTOS

Front of House
with Driveway



Street Intersection
in Front of House





REQUEST FOR BOARD ACTION

MEETING DATE: May 23, 2023

DEPARTMENT: Community Development

SUBJECT: An Ordinance Amending that certain Ordinance 2022-29, Granting a Variation to Section 16.7 Table 5 - Signs Permitted, at 220 N. Randall Road, PIN 19-30-276-006, to allow for a Sign

EXECUTIVE SUMMARY

On August 11, 2022 the Board of Trustees passed Ordinance 2022-29 granting a variation to Mark Hoffmann to allow for the construction of a new permanent ground sign for the Moretti's restaurant at 220 N. Randall Road. The variation from Section 16.7 of the Zoning Code approved an increase in the maximum allowable height of the sign from 8 feet to 15 feet as measured from the base of the sign. The ordinance also included a condition requiring the base of the sign to be located near the northeast corner of the property adjacent to the driveway accessing Randall Road.

When Mr. Hoffmann's sign contractor submitted a formal sign permit application for the new sign, the drawings showed the sign in a different location centered on the front of the building. Therefore, on January 12, 2023 the Board of Trustees passed Ordinance 2023-01 as a first amendment to Ordinance 2022-29 to approve the new location.

On January 13, 2023 the Community Development Department issued permit number PE055770 to allow construction of the new ground sign. The approved permit documents include a copy of the January 12 ordinance as a reference, and include drawings prepared by the sign contractor showing the height of the sign to be 15 feet as measured from the grade at the base of the sign. A Village inspector approved the "pre-pour footing" inspection on February 23, 2023. As a part of this inspection, staff was able to confirm that the sign would be in the correct location.

The contractor scheduled a "rough electrical" inspection for April 19, 2023. Upon arrival on April 19, the inspector found that the sign was essentially complete. Therefore, in addition to examining the rough electrical work, the inspector measured the size of the sign. Unfortunately, the installed sign is four feet taller than allowed by the approved variation and permit. Specifically, the approved sign permit drawings show the height of the sign to be 15'0" as measured from the grade at the base of the sign, but the installed sign is 19 feet tall as measured from the base of the sign. Therefore, Mr. Hoffmann has requested a second amendment to the originally approved ordinance to approve the installed height of the sign.

For consideration by the Board of Trustees, the Village Attorney has drafted the attached ordinance as a second amendment to Ordinance 2022-29. As noted above, the original approved variation increased the allowable height of the sign from 8 feet to 15 feet. The attached ordinance amends Section 3 of Ordinance

2022-29 to further increase the allowable height of the sign from 15 feet to 19 feet. All other conditions of the previous approvals remain unchanged. If a motion to approve the ordinance is passed, the sign would be allowed to remain in place with the current height. If a motion to approve the ordinance fails, the owner's sign contractor would need to trim the sign post and re-attach the sign box to reduce the height.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Ordinance
2. Sign Permit number PE055770
3. Photos

RECOMMENDED MOTION

Motion to approve an Ordinance Amending that certain Ordinance 2022-29, Granting a Variation to Section 16.7, Table 5 - Signs Permitted, at 220 N. Randall Road, PIN 19-30-276-006, to allow for a Sign

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2023 - _____

An Ordinance Amending that certain Ordinance No. 2022-29, Granting a Variation to Section 16.7 Table 5 - Signs Permitted, at 220 N. Randall Road, PIN 19-30-276-006, to allow for a Sign

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 Amending 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, the Village adopted Ordinance 2022-29, *Granting a Variation to Section 16.7 Table 5 - Signs Permitted, at 220 N. Randall Road, PIN 19-30-276-006, to allow for a Sign*, on August 12, 2022 (the "Variance Ordinance"); and

WHEREAS, Section 3 of the Variance Ordinance grants an additional 7 feet above the maximum height of 8 feet on the subject property to allow for a 15-foot-high sign structure, measured from the base of the sign; and

WHEREAS, the Village wishes to amend such permissible height of the sign on the Subject Property; 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 reference to "15 foot" in Section 3 of the Variance Ordinance is hereby amended to be "19 foot".

SECTION 2: 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 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: 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 25th day of May, 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 25TH DAY OF MAY, 2023

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____



VILLAGE OF LAKE IN THE HILLS

Signs Plan Review

Owner/Occupant: Moretti's Ristorante & Pizza

Site Address: 220 N Randall Rd

Owner's Phone: (847) 303-4426

Applicant's Name: Carmela Menna/ Omega Sign and Lighting

Contractor's Name: OMEGA SIGN & LIGHTING INC

Contractor's Phone: 6302374397

Type of Review: Signs

Permit Number: PE055770

Comments:

All electric for sign shall follow the 2011 National electrical Code.

Ground sign shall follow development agreement plan.

Message board shall not imitate, or can be confused with, traffic control devices at intersection.

To schedule inspections please phone (847) 960-7440 (24 hour notice is required)

Underground electric for ground sign shall be protected in rigid conduit a minimum of 18" inches below grade.

Work shall match with the information in the Ordinance passed 1-12-23, a copy of which is attached to this permit release.

Required Inspections:

Underground electric

Pre-pour footing

Final Inspection

Inspections may be scheduled through the public portal under Community Development on the Village web site: <http://www.lith.org/cd/page/public-portal>

To schedule an inspection by phone, call [\(847\)-960-7400](tel:847-960-7400). Please submit the request by 3 P.M. to be on the list for the following day.



SIGN PERMIT APPLICATION

600 Harvest Gate
Lake in the Hills, IL 60156
(847) 960-7440
Fax: (847) 960-7445
www.lilh.org

Permit No. PE055 110

Project Address: 220 N RANDALL RD Lot: Pin No.:
Business Name: MORETTIS & ALA CARTE ENTERTAINMENT Township: Algonquin
Lineal Footage of Space/Building Frontage: Height of Sign from Grade: 15'
Sign Type: D/F PYLON SIGN WITH EMU Illuminated: Yes Temporary: No
Dimensions: 10'-2" x 6'-10 3/4" = 152.5 sq.ft. Estimated Cost: \$14,000

Owner's Information
Name: MARK HOFFMAN / 2330 HAMMOND DR UNT G. SCHALMBURG IL 60020 / 847.303.4400 / mhoffman@acepieces.com

Applicant's Information
Name: carmela menna / 1401 w jeffrey dr. addison il 60101 / (630)237-4397 / permits@omegasignchicago.com

ALL CONTRACTORS MUST BE LICENSED IN THE VILLAGE PRIOR TO PERMIT ISSUANCE

Contractor: omega sign & lighting inc / 1401 w jeffrey dr, addison il 60101 / permits@omegasignchicago.com
Electrician: omega sign & lighting inc / 1401 w jeffrey dr, addison il 60101 / permits@omegasignchicago.com

NOTICE: The applicant having read and examined this application and fully understanding the intent thereof declares that the statements made are true to the best of his or her knowledge and belief. The applicant certifies that he or she has read and understands the codes and all provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to the applicant to violate or cancel the provisions of any other federal, state, local law or homeowner association covenant restrictions regulating construction or the performance of construction. The applicant agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments (including deficiencies and interest), costs and expenses which may in any way accrue against the Village, its officials, agents, and employees arising in whole or in part or in consequence of the construction of the project as stated herein. Furthermore, the Village of Lake in the Hills assumes no liability, and the owner(s) and the applicant, jointly and severally, agree to indemnify and hold harmless the Village of Lake in the Hills relative to the placement, location or installation of any improvements on the owner's or other third parties' property.

Signature of Owner or Applicant: [Signature] Date: 9/9/22

If Applicant, I hereby certify that the proposed work is authorized by the owner of record, and that I have been authorized by the owner to make this application.

CONDITIONS OF APPROVAL This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty.

INSPECTIONS ARE REQUIRED FOR EVERY PERMIT. CALL 847-960-7440 24-HOURS PRIOR TO INSPECTION. PERMIT NUMBER AND ADDRESS ARE REQUIRED WHEN REQUESTING INSPECTION.

FOR OFFICE USE

Fees: \$ 126.25 Approved By: [Signature] Issue Date: 1-13-23 Permit Duration: 7-13-23 Days: Scanned []

ORDINANCE NO. 2023 - D1

AN ORDINANCE AMENDING ORDINANCE NO. 2022-29, AN ORDINANCE GRANTING
A VARIATION TO SECTION 16.7 TABLE 5 - SIGNS PERMITTED,
AT 220 N. RANDALL ROAD, PIN 19-30-276-006,
TO ALLOW FOR A SIGN

ORDINANCE PASSED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LAKE IN THE HILLS
AT THEIR REGULAR MEETING ON JANUARY 12, 2023
PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE
BOARD OF TRUSTEES
OF THE
VILLAGE OF LAKE IN THE HILLS

President: Ray Bogdanowski

Board of Trustees: Stephen J. Harlfinger
Bob Huckins
Bill Dustin
Suzette Bojarski
Diane Murphy
Wendy Anderson

Clerk: Shannon DuBeau

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022 - 29

An Ordinance Granting a Variation to Section 16.7
Table 5 - Signs Permitted, at 220 N. Randall Road,
PIN 19-30-276-006, to Allow for a Sign

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, Mark Hoffmann, applicant at the subject property at 220 North Randall Road, petitioned the Village of Lake in the Hills requesting a variation to 16.7 Table 5 - Signs Permitted to allow for a sign; 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 rezoning 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 variation to Section 16.7 Table 5 - Signs Permitted to allow for a sign at 220 North Randall Road, PIN 19-30-276-006, is hereby incorporated.

SECTION 3: Approval of ~~the Variations. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Sections 4 and 5 of this Ordinance, the following variations from Section 16.7 Table 5 - Signs Permitted, for an additional 7 feet above the maximum allowable height of 8 feet to allow for a 15 foot high sign structure, measured from the base of the sign, at of the Zoning Code are hereby granted on the subject property at 220 N. Randall Road, PIN 19-30-276-006, with the following conditions, is~~

~~hereby granted on the subject property, with the understanding the variation for the sign does not relieve the owner from complying with all other setbacks of the Village, the required distance from the front lot line and that the sign shall be constructed approximately at the location indicated on the submitted land title survey. Based on the heights of surrounding single-tenant commercial signs, the applicant's request for a variation of an additional 7 feet in height from the maximum allowable standards, as measured from the base of the sign, is hereby approved.:~~

1. An increase in the maximum allowable height of the ground sign from 8 feet to 15 feet as measured from the base of the sign; and,
- 1-2. A decrease in the minimum required distance from a lot line for the ground sign from 10 feet to 2.5 feet.

SECTION 4: Conditions. The approvals granted in this Ordinance ~~is~~ are granted expressly and specifically subject to the following conditions:

1. The changeable copy portion of the sign shall not be used to direct attention to a business, commodity, service, or entertainment conducted, sold or offered at a location other than the premises on which the sign is located.
2. The sign base shall be located ~~within 17 feet of the driveway accessing North Randall Road approximately 120 feet north of the southern property line~~ and within 13 feet of the eastern property line along North Randall Road, and no part of the sign may be located less than 2.5 feet away from the eastern property line along North Randall Road.

SECTION 5: 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 6: 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 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

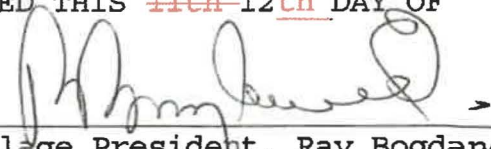
SECTION 8: This ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this ~~11th~~-12th day of ~~August~~January, ~~2022~~-2023 by roll call vote as follows:

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

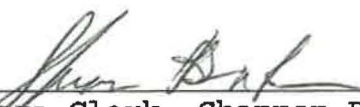
APPROVED THIS ~~11th~~-12th DAY OF

~~August~~January, ~~2022~~2023



Village President, Ray Bogdanowski





Village Clerk, Shannon DuBeau

Published: January 13, 2023

C E R T I F I C A T I O N

I, SHANNON DUBEAU, do hereby certify by my signature affixed below that I am the duly elected and qualified Village Clerk of the VILLAGE OF LAKE IN THE HILLS, County of McHenry, Illinois, and that as such Village Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the President and Board of Trustees of said Village of Lake in the Hills.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the VILLAGE OF LAKE IN THE HILLS, Illinois, held on the 12th day of January 2023 the foregoing Ordinance titled "An Ordinance Amending Ordinance No. 2022-29, An Ordinance Granting a Variation to Section 16.7 Table 5 - Signs Permitted, at 220 N. Randall Road, PIN 19-30-276-006, to allow for a sign" as duly passed by the Board of Trustees of the VILLAGE OF LAKE IN THE HILLS a true and correct copy of which is attached hereto. The passage of said Ordinance was on a roll call vote, on which the vote was as follows:

	Ayes	Nays	Absent	Abstain
Trustee Harlfinger	✓	_____	_____	_____
Trustee Huckins	✓	_____	_____	_____
Trustee Dustin	✓	_____	_____	_____
Trustee Bojarski	✓	_____	_____	_____
Trustee Murphy	✓	_____	_____	_____
Trustee Anderson	✓	_____	_____	_____
President Ray Bogdanowski	_____	_____	_____	_____

I do further certify that said Ordinance was duly published on January 13, 2023, in pamphlet form.

IN WITNESS WHEREOF, I have above set my hand and caused to be affixed the seal of the VILLAGE OF LAKE IN THE HILLS, Illinois on the 13th day of January 2023.

Shannon DuBeau
 Shannon DuBeau, Village Clerk
 By Nancy Sujet, Deputy Village Clerk
 Village of Lake in the Hills
 McHenry County, Illinois



Moretti's

220 N. Randall Rd.
Lake in the Hills, IL 60156

MORETTI'S

220 N. Randall Rd.
Lake in the Hills, IL 60156

Date 10/25/21

Acct. Executive S. Menna

Page No. 001

Revision Number Date

(Rev. 9) 06/21/22

(Rev. 10) 08/05/22

(Rev. 11) 08/05/22

(Rev. 12) 08/08/22

(Rev. 13) 08/09/22

Rev. 14 08/10/22 Rev. 15 12/15/22
Rev. 16 12/22/22

Drawn By D. Savage

Drawing Scale

PERMIT INFO

Sign Sq. Ft.

No. of Lamps/LEDs

Total Wattage

No. of Power Supplies

Total Amperage

Ext. 20 Amp Toggle
Switch w/Rubber Boot

Signature mm/dd/yy

Cust. Approval Date

Signature mm/dd/yy

Landlord Approval Date

ELECTRICAL NOTES

Sign company DOES NOT provide Primary Electrical to Sign. Power to the Sign must be done by a licensed electrical contractor or licensed electrician.

Each Sign Must Have:

1. A minimum of One(1) dedicated 120V 20A circuit.
2. Junction box installed within Six(6) feet of Sign.
3. Three Wire: Line, Ground, and Neutral.

MORETTI'S

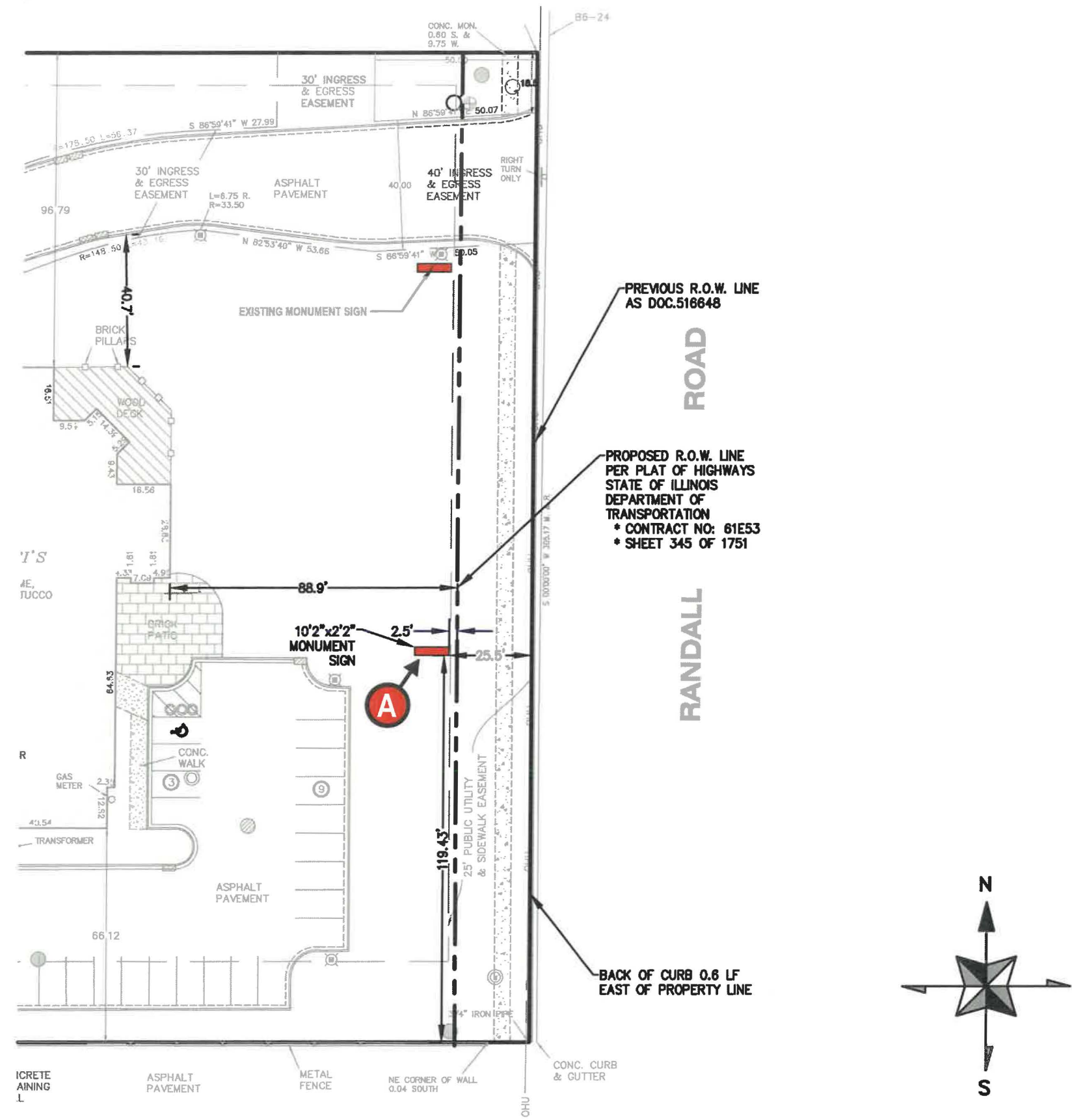
220 N. Randall Rd.
Lake in the Hills, IL 60156

Date	10/25/21
Acct. Executive	S. Menna
Page No.	002
Revision Number	Date
(Rev. 9)	06/21/22
(Rev. 10)	08/05/22
(Rev. 11)	08/05/22
(Rev. 12)	08/08/22
(Rev. 13)	08/09/22
Rev. 14	08/10/22
Rev. 15	12/15/22
Rev. 16	12/22/22
Drawn By	D. Savage
Drawing Scale	N.T.S.

PERMIT INFO

Sign Sq. Ft.	
No. of Lamps/LEDs	
Total Wattage	
No. of Power Supplies	
Total Amperage	
Ext. 20 Amp Toggle Switch w/Rubber Boot	Yes

Signature	mm/dd/yy
Cust. Approval	Date
Signature	mm/dd/yy
Landlord Approval	Date



This Document, and the information contained, is the property of Omega Sign & Lighting Inc. (the Company). By receipt of this Document, the holder agrees not to distribute to any other entities, nor reproduce this Document and the information contained, without the prior written approval by the Company. The Customer agrees that Omega Sign & Lighting Inc. will fabricate signs as per the above rendering(s) and Customer agrees to all charges to fabricate sign(s) including permit & procurement fees & storage fees. The colors depicted in the rendering(s) are not an exact color match that will appear in the sign(s) construction, and exact color swatches can be provided only at the Customer's request.

630.237.4397
OMEGASIGNCHICAGO.COM



ELECTRICAL NOTES
Sign company DOES NOT provide Primary Electrical to Sign. Power to the Sign must be done by a licensed electrical contractor or licensed electrician.

Each Sign Must Have:
1. A minimum of One(1) dedicated 120V 20A circuit.
2. Junction box installed within Six(6) feet of Sign.
3. Three Wire: Line, Ground, and Neutral.

A

D/F PYLON SIGN W/ SAMSUNG 8mm RGB EMU

N.T.S.



PROPOSED



PREVIOUS MONUMENT SIGN LOCATION

OMEGA
 Sign & Lighting Inc.
 630.237.4397
 OMEGASIGNCHICAGO.COM

MORETTI'S

**220 N. Randall Rd.
 Lake in the Hills, IL 60156**

Date 10/25/21

Acct. Executive S. Menna

Page No. 003

Revision Number Date

(Rev. 9) 06/21/22

(Rev. 10) 08/05/22

(Rev. 11) 08/05/22

(Rev. 12) 08/08/22

(Rev. 13) 08/09/22

Rev. 14 08/10/22 Rev. 15 12/15/22
 Rev. 16 12/22/22

Drawn By D. Savage

Drawing Scale

PERMIT INFO

Sign Sq. Ft.

No. of Lamps/LEDs

Total Wattage

No. of Power Supplies

Total Amperage

Ext. 20 Amp Toggle
 Switch w/Rubber Boot

Signature mmm/dd/yy

Cust. Approval Date

Signature mmm/dd/yy

Landlord Approval Date

This Document, and the information contained, is the property of Omega Sign & Lighting Inc. (the Company). By receipt of this Document, the holder agrees not to distribute to any other entities, nor reproduce this Document and the information contained, without the prior written approval by the Company. The Customer agrees that Omega Sign & Lighting Inc. will fabricate signs as per the above rendering(s) and Customer agrees to all charges to fabricate sign(s) including permit & procurement fees & storage fees. The colors depicted in the rendering(s) are not an exact color match that will appear in the sign(s) construction, and exact color swatches can be provided only at the Customer's request.

630.237.4397
OMEGASIGNCHICAGO.COM



ELECTRICAL NOTES

Sign company DOES NOT provide Primary Electrical to Sign. Power to the Sign must be done by a licensed electrical contractor or licensed electrician.

Each Sign Must Have:

1. A minimum of One(1) dedicated 120V 20A circuit.
2. Junction box installed within Six(6) feet of Sign.
3. Three Wire: Line, Ground, and Neutral.

MORETTI'S

220 N. Randall Rd.
Lake in the Hills, IL 60156

Date 10/25/21

Acct. Executive S. Menna

Page No. 004

Revision Number Date

(Rev. 9) 06/21/22

(Rev. 10) 08/05/22

(Rev. 11) 08/05/22

(Rev. 12) 08/08/22

(Rev. 13) 08/09/22

Rev. 14 08/10/22 Rev. 15 12/15/22
Rev. 16 12/22/22

Drawn By D. Savage

Drawing Scale 3/16"=1'

(Rev. 8)

PERMIT INFO

Sign Sq. Ft.

No. of Lamps/LEDs

Total Wattage

No. of Power Supplies

Total Amperage

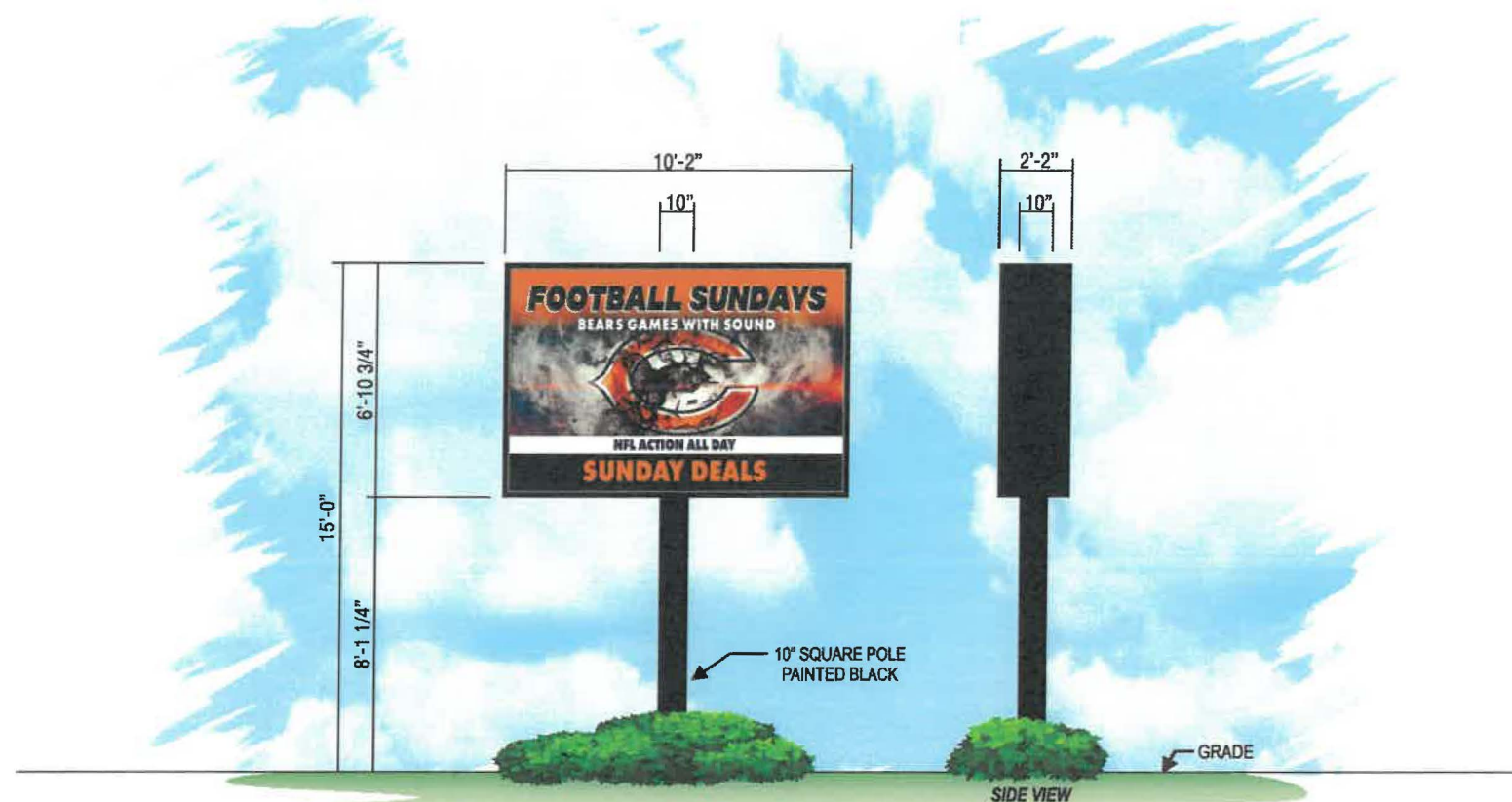
Ext. 20 Amp Toggle Switch w/Rubber Boot Yes

Signature mmi/dd/yy

Cust. Approval Date

Signature mmi/dd/yy

Landlord Approval Date



A D/F ILLUM. PYLON SIGN W/ SAMSUNG 8mm RGB EMU

Total Sq.Ft.: 152.5

Pole: Painted, MP Black.



Quantity: 2
Overall Cab. Height: 6'-10 3/4"
Overall Cab. Width: 10'-2"
Active: 6'-6 3/4" x 9'-10"
Overall Sign Depth: 8in.
Total Sq. Ft.: 70.0

Type: 8mm 240 x 360 RGB LED Matrix Display
Cabinet Style: XPR-E
Approx. Weight/Face: 541.8 lbs
Wattage/Face: 6000 (Display only)



ELECTRICAL NOTES

Sign company DOES NOT provide Primary Electrical to Sign. Power to the Sign must be done by a licensed electrical contractor or licensed electrician.

Each Sign Must Have:

1. A minimum of One(1) dedicated 120V 20A circuit.
2. Junction box installed within Six(6) feet of Sign.
3. Three Wire: Line, Ground, and Neutral.

REQUEST FOR BOARD ACTION

A Variation to Section 16.7 Table 5 - Signs Permitted, at 220 N. Randall Road



3. PHOTOS

View of sign directly adjacent to the base



View of sign
from the north



View of sign
from the south





REQUEST FOR BOARD ACTION

MEETING DATE: May 23, 2023

DEPARTMENT: Public Works

SUBJECT: Airport Ground Lease for Hangar PAP-08

EXECUTIVE SUMMARY

The Airport Rules and Regulations document requires tenants to enter into applicable leases, licenses, or storage agreements for Village owned hangers. Edmund Kraus is requesting a new ground lease on Hangar PAP-08. This lease is for the period of June 1, 2023 to June 1, 2043. The lease includes an option to renew for four additional five-year terms.

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

FINANCIAL IMPACT

The Airport Fund will receive \$2,437.80 annually from the ground lease and \$240 from electrical service fees, subject to annual increases approved by ordinance.

ATTACHMENTS

1. Proposed Ordinance
2. PAP-08 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-08 with Edmund Kraus.

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 Edmund Kraus for PAP-08**

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 Edmund Kraus wish to enter into a Ground Lease for PAP-08 at the Lake in the Hills Airport for an initial period of 20 years, ending June 1, 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-08 is approximately 42'3" x 18' by 16'5" x 20'7" 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 Edmund Kraus for PAP-08 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 25th day of May, 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 25TH DAY OF MAY, 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 25th day of May, 2023 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Lessor”) and Edmund W Kraus (the “Lessee”).

W I T N E S S E T H:

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-08]

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

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on June 1, 2023, and shall continue for a period of 20 years and shall terminate June 1, 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:

Edmund W Kraus
20459 Ela Rd.
Deer Park , IL 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.

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] Edmund W Kraus

By: Edmund W Kraus
Edmund W Kraus

Title: OWNER

EXHIBIT A PREMISES

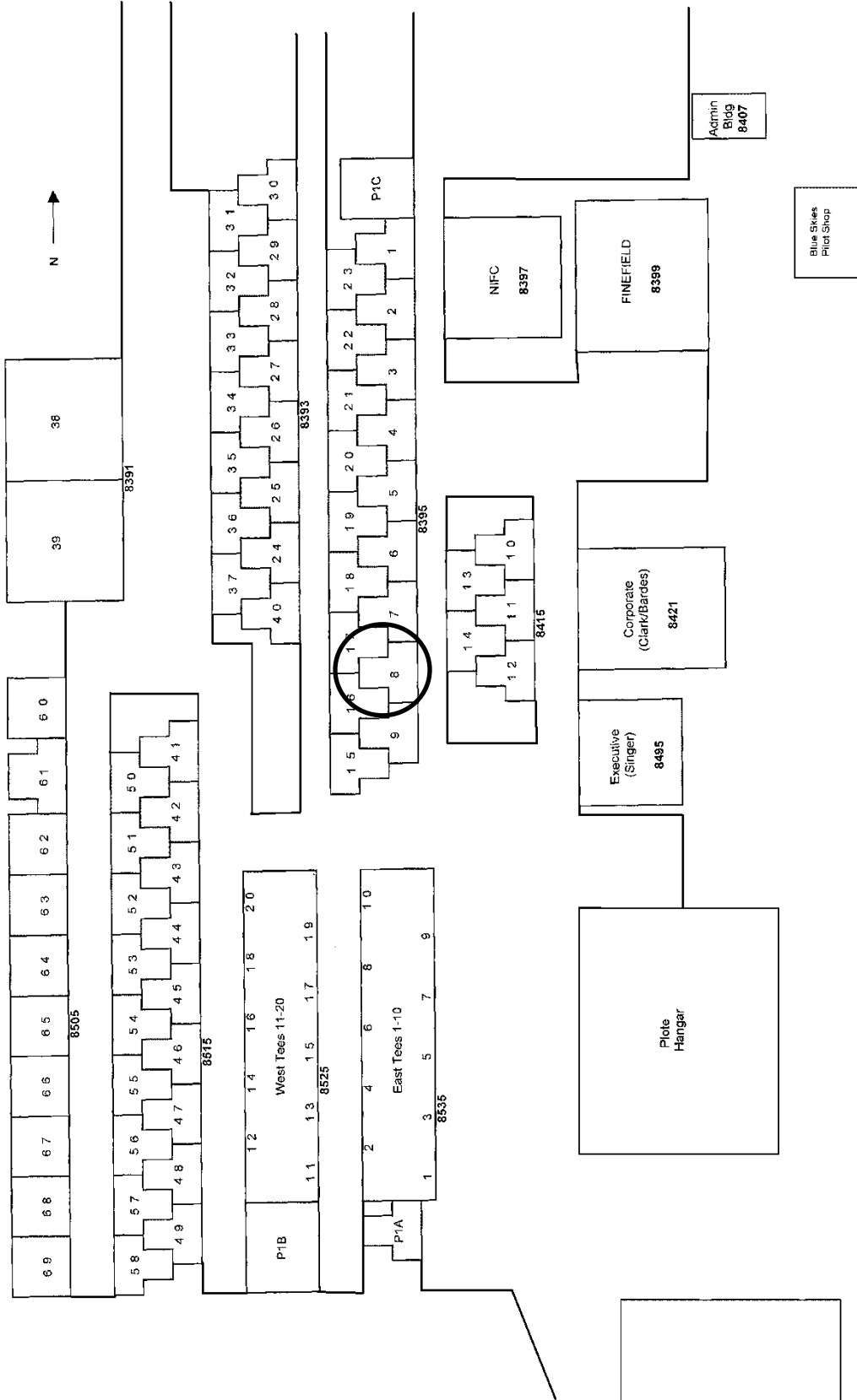


EXHIBIT B
Rent Schedule

Village Owned Facility Leases and Tie Downs		
Description	Rate	Frequency
Hard surface tie downs	\$90.00	Monthly
Grass tie downs	\$60.00	Monthly
East and West T-Hangar Building Leases	\$320.00	Monthly
Maintenance Hangar Building Lease	\$3,086.39	Monthly
8603 Pyott Road Building Lease	\$2,117.43	Monthly
Airport Office Sublease	\$375.00	Monthly

*\$5 or \$10 respectively of the overnight transient fees will be waived if the aircraft operator

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

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

Land Leases		
Description	Rate	Frequency
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)		
Breaker Size (Amps)	Monthly Fee (USD)	Comments
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 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.

**EXHIBIT C
PLANS**

Not applicable.



REQUEST FOR BOARD ACTION

MEETING DATE: May 23, 2023

DEPARTMENT: Public Works

SUBJECT: Airport Ground Lease for Hangar PAP-47

EXECUTIVE SUMMARY

The Airport Rules and Regulations document requires tenants to enter into applicable leases, licenses, or storage agreements for Village owned hangers. David Hall is requesting a new ground lease on Hangar PAP-47. This lease is for the period of June 1, 2023 to June 1, 2043. The lease includes an option to renew for four additional five-year terms.

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

FINANCIAL IMPACT

The Airport Fund will receive \$2,437.80 annually from the ground lease and \$372 from electrical service fees, subject to annual increases approved by ordinance.

ATTACHMENTS

1. Proposed Ordinance
2. PAP-47 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-47 with David Hall.

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 David Hall for PAP-47**

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 David Hall wish to enter into a Ground Lease for PAP-47 at the Lake in the Hills Airport for an initial period of 20 years, ending June 1, 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-47 is approximately 42'3" x 18' by 16'5" x 20'7" 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 David Hall for PAP-47 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 25th day of May, 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 25TH DAY OF MAY, 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 25th day of May 2023 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Lessor”) and David Hall (the “Lessee”).

W I T N E S S E T H:

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-47]

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

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on June 1, 2023, and shall continue for a period of 20 years and shall terminate June 1, 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:

David Hall
26 Rolling Hills Dr
Barrington , IL 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.

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] David Hall

By: David C. Hall
David Hall

Title: _____

EXHIBIT A PREMISES

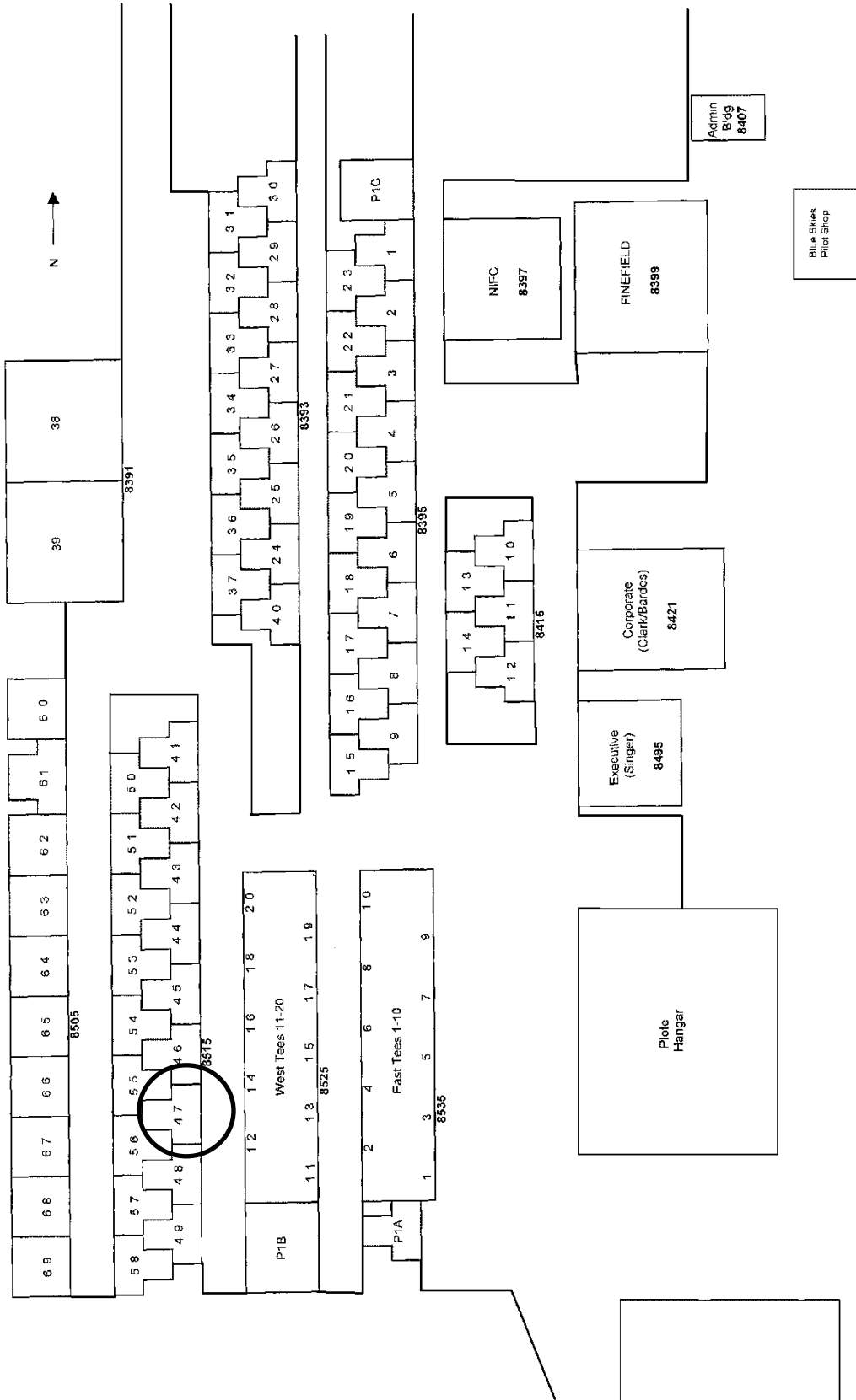


EXHIBIT B
Rent Schedule

Village Owned Facility Leases and Tie Downs		
Description	Rate	Frequency
Hard surface tie downs	\$90.00	Monthly
Grass tie downs	\$60.00	Monthly
East and West T-Hangar Building Leases	\$320.00	Monthly
Maintenance Hangar Building Lease	\$3,086.39	Monthly
8603 Pyott Road Building Lease	\$2,117.43	Monthly
Airport Office Sublease	\$375.00	Monthly

*\$5 or \$10 respectively of the overnight transient fees will be waived if the aircraft operator

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

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

Land Leases		
Description	Rate	Frequency
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)		
Breaker Size (Amps)	Monthly Fee (USD)	Comments
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 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.

**EXHIBIT C
PLANS**

Not applicable.



REQUEST FOR BOARD ACTION

MEETING DATE: May 23, 2023
DEPARTMENT: Public Works
SUBJECT: Airport Office Sublease

EXECUTIVE SUMMARY

The Lake in the Hills Airport Rules and Regulations require airport tenants to enter into applicable leases for Village owned hangers and buildings. World Resolutions, LLC, d/b/a Pilot Flight Training Courses, has been subleasing the airport middle office since 2017. Their current sublease is due to expire on June 12, 2023. Joe Standley, the owner and President, is requesting a new two-year sublease for the space.

Mr. Standley has signed the appropriate lease form and has acceptable proof of insurance on file. His LLC is in good standing with the State of Illinois Secretary of State's office.

FINANCIAL IMPACT

The Airport Fund will receive \$4,500 annually from the sublease, subject to annual increases approved by ordinance.

ATTACHMENTS

1. Proposed Ordinance
2. Airport Office Sublease

RECOMMENDED MOTION

Motion to approve the Ordinance and authorize the Village President and Village Clerk to sign the office sublease lease with Joe Standley of World Resolutions, LLC.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2023-_____

**An Ordinance Authorizing the Approval of a Sublease
between the Village of Lake in the Hills and
World Resolutions, LLC d/b/a Pilot Flight Training Courses**

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 World Resolutions, LLC d/b/a Pilot Flight Training Courses wish to enter into an Office Sublease at the Lake in the Hills Airport for a period of 2 years, ending June 12, 2025; and

WHEREAS, the dimensions of the office space are approximately 10' x 10'.

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 an office sublease between the Village and World Resolutions, LLC 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 25th day of May, 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 25TH DAY OF MAY, 2023

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

Exhibit A

**VILLAGE OF LAKE IN THE HILLS
BUILDING LEASE**

Above Space for Recorder's Use Only

TERM OF LEASE		
BEGINNING	ENDING	
June 13, 2023	June 12, 2025	
DATE OF LEASE	MONTHLY RENT	SECURITY DEPOSIT
June 1, 2023	\$375.00	\$350.00

LESSEE/TENANT		LESSOR/LANDLORD	
NAME:	World Resolutions, LLC dba Pilot Flight Training Courses	NAME:	Village of Lake in the Hills
ADDRESS OF PREMISES:	640 Juniper Lane Lake in the Hills, IL 60156	ADDRESS:	600 Harvest Gate Lake in the Hills, IL 60156

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a commercial office within the property at 8397 Pyott Road, Lake in the Hills, IL. This Lease includes the office space and allows access to the common areas which are defined as the lobby area within the Airport office, adjoining bathrooms, and hallways leading to and from this space. These areas are depicted in more detail in Exhibit A which is attached hereto and made a part of this Lease. Electric and natural gas utilities are included.

**ARTICLE 1:
TERM**

1.01 This Lease shall commence on June 13, 2023 and terminate on June 12, 2025, unless either Party provides thirty (30) days written notice of termination. 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.

1.02 This lease will automatically renew for a three-month term unless the Lessee or Lessor provides written notice of intent to terminate at least 30 days prior to the end of the current term. All other terms and conditions of this lease shall remain the same. Only four automatic renewals shall be permitted.

1.03 In case of the Premises shall be rendered untenantable by fire or other casualty, Lessor may at his option terminate this Lease, or repair the Premises within thirty days, and failing so to do, or upon the destruction of the Premises, the term hereby created shall cease and the Lease shall be terminated without penalty to the Lessor.

**ARTICLE 2:
APPROVED USES**

2.01 The Premises as depicted on **Exhibit A** shall be used, occupied, and maintained by the Lessee for the sole purpose of operating an office, warehouse, welding service business, and outside storage for landscape and pavement maintenance business by the Lessee and for uses reasonably incidental thereto (hereinafter the "Approved Uses"), and for no other purpose.

2.02 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.

2.03 The Lessee shall not conduct any business activities other than the Approved Uses. Under no circumstances may the premises be used to store vehicles, boats, trailers, or any other recreational or commercial vehicles that are not used as part of the operation or maintenance of the Premises for the Approved Uses.

2.04 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.

2.05 The Lessee shall not keep on the Premises any inflammables, such as kerosene, naphtha, or benzene or other volatile chemicals or compounds or explosives or any other articles of intrinsically dangerous nature without written permission from Lessor. Gasoline being stored for the purposes of property maintenance will be allowed. 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") shall be 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 adjustment by the Lessor on an annual basis by the greater of 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 60156, 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 an act of God or 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.

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. The Lessee's obligation to pay accrued late charges is separate and apart from 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: SECURITY DEPOSIT

4.01 The Lessee agrees to deposit with the Lessor a Security Deposit of \$350.00 as security for the performance of all covenants and agreements of Lessee hereunder. The Security Deposit is due upon execution of the Lease.

4.02 Lessor may at any time or times apply all or any portion thereof in payment of any amounts due Lessor from Lessee, and upon Lessor's demand Lessee shall in such case during the term of the lease promptly deposit with Lessor such additional amounts as may then be required to bring the Security Deposit up to the full amount stated above.

4.03 Subject to the exception set forth in this Paragraph, such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4.04 If Lessor withholds some or all of Lessee's Security Deposit, Lessor will notify Lessee within thirty (30) days after the end of the lease Term, and Lessee will include an itemized list of damages and the actual or estimated cost of repairs. Otherwise, if no part of the security deposit is withheld, Lessor will return Lessee's security deposit to Lessee within forty-five (45) days after the end of Lessee's lease Term.

ARTICLE 5: CONDITION OF PREMISES; REPAIR

5.01 The Lessee has inspected the Premises and accepts the Premises in an "as is" condition.

5.02 The Lessor agrees to ensure the electrical system, plumbing system, HVAC systems, and locks are in operational order prior to the start of the lease. The existing alarm system shall be disabled. The facility shall be made available in broom clean condition.

5.03 The Lessor and Lessee acknowledge that the premises is currently served by a private water well and a septic tank system. The Lessee is currently satisfied with the existing water well and septic systems. Furthermore, in the event the private water or sanitary sewer service to the premises becomes inoperable and the Lessor determines that it does not want to provide said services to the premises, then the Lessee may terminate the Lease immediately and shall have no further obligation thereunder.

5.04 The Lessor and Lessee acknowledge that the premises is currently served by a private water well and a septic tank system. The Lessee is currently satisfied with the existing water well and septic systems. Furthermore, in the event the private water or sanitary sewer service to the premises becomes inoperable and the Lessor determines that it does not want to provide said services to the premises, then the Lessee may terminate the Lease immediately and shall have no further obligation thereunder.

5.05 Upon termination of the Lease, the Lessee shall return the Premises to the Lessor in a clean and orderly, well-maintained and repaired condition, capable of being re-let.

ARTICLE 6: COVENANTS

6.01 The Lessee agrees to all of the following covenants:

(a) The Lessee shall not store or accumulate trash or garbage upon the Premises or otherwise commit or allow to be committed any acts on the Premises that constitute a public or private nuisance. The Lessee shall store all trash and garbage within proper receptacles. The Lessee shall not burn any trash or garbage of any kind in, on, or about the Premises. The Lessee shall keep the Premises in a clean, orderly condition.

(b) The Lessee shall not erect or install any permanent sign of any kind anywhere in or on the Premises except for the office sliding glass door and office window without first meeting all existing Village Zoning regulations and obtaining specific prior written consent of the Lessor, which shall not be unreasonably withheld. After submission of request for a sign, Lessor shall have thirty business days to give its written

consent. Unless Lessor specifically denies its consent in thirty business days, Lessor hereby waives its right to object.

- (c) Lessee shall not store hazardous materials inside the premises.
- (d) Lessee shall comply with a no smoking order to include smokeless tobacco and vaping from the Village within the premises or within 15 feet of exterior doors.
- (e) Lessee shall refrain from excessive use of utilities as determined by the Lessor. Lessor agrees to maintain premises at a comfortable temperature during its posted business hours.
- (f) Lessee shall ensure building is secure when operating outside of posted business hours of the Village of Lake in the Hills Airport such as nights and holidays.
- (g) Lessee shall maintain reasonable noise levels within leased area and common areas as defined in Exhibit A.
- (h) Lessee shall notify the Village anytime a group numbering more than 10 people is expected in the building.
- (i) Lessee shall comply with all Airport Rules and Regulations.
- (j) Use of space other than authorized as depicted in Exhibit A is forbidden.
- (k) The Lessee shall not modify the exterior of the premises in any way including installation of shades, or awnings or the building of any enclosures or audio or television antennas, loudspeakers, sounds amplifiers, or similar devices.
- (l) The Lessee shall immediately inform the Lessor within seven days, if at any time it becomes defunct or dissolved, either voluntarily or involuntarily. Upon such notice, the Lessor may elect to immediately or within another time period terminate this Lease.

ARTICLE 7: REMEDIES

7.01 Default by Lessee: Events of default by the Lessee under this Lease shall include:

- (a) The failure of the Lessee to pay any Rent when due;
- (b) The failure of the Lessee to pay the required Security Deposit;
- (c) The failure of the Lessee to pay any accrued late charges within 30 days;
- (d) The failure of the Lessee to maintain insurance on the Premises in accordance with Article 10 of this Lease;
- (e) The making by the Lessee of an assignment of this Lease without express permission of the Lessor;
- (f) The operation or supervision of any business other than the Approved Uses conducted in, on or about the Premises by the Lessee, or by anyone else, except with the prior specific written consent of the Lessor;
- (g) The failure to adhere to all applicable governmental laws, ordinances, codes, rules, and regulations and applicable orders and directions of public officers thereunder and all requirements of carriers of insurance on the Premises in accordance with Article 2 of this Lease;

- (h) The levying of a writ of execution or attachment on or against the property of the Lessee;
- (i) The doing, or permitting to be done, by the Lessee of any act which creates a mechanic's lien or claim therefore against the Premises or any part of the Premises;
- (j) 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 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;
- (k) Any failure of the Lessee to keep and perform fully any of its covenants, warranties, terms, agreements or obligations under this Lease;
- (l) 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;

7.02 In the event of a default hereunder by the Lessee for failure to pay any Rent when due, the Lessor may immediately avail itself of any remedy available to the Lessor at law, equity, or by statute.

7.03 In the event of any other default hereunder by the Lessee other than for failure to pay any Rent when due, the Lessor shall provide the Lessee with Notice of said default and the Lessee shall have ten (10) days to cure said default. If the default is not cured within the ten (10) days, the Lessor may terminate the Lessee's right to possession of the premises and/or it may terminate the Lease and it 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. The Lessor may also avail itself of any remedy available to the Lessor at law, equity, or by statute.

7.04 Default by Lessor: Any failure of the Lessor to keep and perform any of its covenants, warranties, terms, agreements, or obligations under this Lease shall be considered an event of default.

7.05 In the event of any default by the Lessor, the Lessee shall provide the Lessor with notice of said default and the Lessor shall have ten (10) days to cure said default, if the cure can, in fact, be remedied within ten (10) days. In the Lessor fails to cure the default within the applicable time, the Lessee may immediately terminate this Lease and pursue any other remedy available to the Lessee at law, equity, or by statute.

ARTICLE 8: INSURANCE; INDEMNIFICATION

8.01 The Lessee shall, at Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy of premises liability or an umbrella policy that includes property damage insurance with respect to the Premises and any improvements 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 subject to reasonable approval by the Lessor. 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 of the Lease. Such coverage shall apply as primary insurance with respect to any other insurance or self- insurance programs of the Village and shall include cross liability coverage. 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.

8.02 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, employee or subcontractor of the Lessee.

8.03 Lessee's Contractors, Subcontractors, and Independent Contractors. Lessee shall require that each and every one of its Contractors and Subcontractors and any Independent Contractors operating on the Premises carry, in full force and effect during the performance of this Agreement, insurance coverage of the type which Lessee is required to obtain under the terms of this Article, including regarding additional insureds, with limits of at least \$1,000,000 for each type of insurance.

ARTICLE 9: ASSIGNMENT OR SUBLETTING

9.01 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 is in the sole discretion of the Lessor.

ARTICLE 10: SURRENDER OF PREMISES; HOLD OVER

10.01 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. 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.

10.02 It is agreed and understood that any holding over by the Lessee of the Premises at the expiration or cancellation of this Lease shall obligate lessee to pay two 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 11: COSTS AND FEES

11.01 The Lessee shall upon demand pay all of the Lessor's costs, charges, and expenses, including fees of attorneys, agents, and others retained by the Lessor, incurred in enforcing or interpreting or construing 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 the Village to file or defend any suit to enforce, interpret, or construe this Lease or any provision contained herein and prevails; the Village 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 12:
SUCCESSORS AND ASSIGNS

12.01 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 13:
REMEDIES CUMULATIVE

13.01 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 14:
MISCELLANEOUS

14.01 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.

14.02 The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease.

14.03 Venue for any legal action under this Lease shall be in the 22nd Judicial Circuit Court of McHenry County.

14.04 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.

14.05 This Lease shall not be binding or fully executed until appropriate approvals by the Corporate Authorities of the Village of Lake in the Hills have been duly obtained.

14.06 The Village of Lake in the Hills reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. (FAA Order 5190.6A—AGL-600)

14.07 The Village of Lake in the Hills reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard. (FAA Order 5190.5A—AGL-600)

14.08 This lease shall be subordinate to the provisions of and requirements of any existing or future agreement between the (Owner) and the United States, relative to the development, operation, or maintenance of the airport (FAA Order 5190.6A—AGL-600)

14.09 The Lessee (licensee, permittee, contractor, etc.) agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the (leased) premises, or in the event of any planned modification or alteration of any present or future

building or structure situation on the (leased) premises. (FAA Order 5190.6A—AGL-600)

14.10 There is hereby reserved to the (Owner), its successors and assign, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein (leased). This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Lake in the Hills Airport. (FAA Order 5190.6A—AGL-600)

14.11 The Lessee (licensee, permittee, contractor, etc.) by accepting this (lease) agrees for itself, its successors, and assigns that it will not make use of the (leased) premises in any manner, which might interfere with the landing and taking off of aircraft from Lake in the Hills Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby (leased) and cause the abatement of such interference at the expense of the Lessee. (FAA Order 5190.6A—AGL-600)

14.12 It is clearly understood by the Lessee or Permittee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform. (Assurance 22—FAA Order 5190A—AGL-600)

ARTICLE 15:
NOTICES

15.01 Any notices required or desired to be given under this Lease shall be in writing may be (i) personally served, (ii) sent by certified mail, return receipt requested, (iii) sent by overnight express delivery, or (iv) by facsimile transmission. 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: World Resolutions, LLC dba Pilot Flight Training Courses
Joe Standley
640 Juniper Lane
Lake in the Hills, IL 60156

and to the Lessor at: Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60156
Attention: Village Administrator

with a copy to: Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, Illinois 60156
Attention: Airport Manager

Personal and 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 18.

ARTICLE 16:
PRIOR AGREEMENTS

16.01 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:

Ray Bogdanowski, Village President

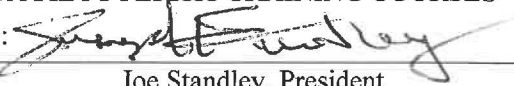
Attest:

Shannon DuBeau, Village Clerk

LESSEE:

WORLD RESOLUTIONS, LLC
DBA PILOT FLIGHT TRAINING COURSES

By:


Joe Standley, President

Attest:

Title:

Exhibit A
8397 Pyott Road, Lake in the Hills, Illinois

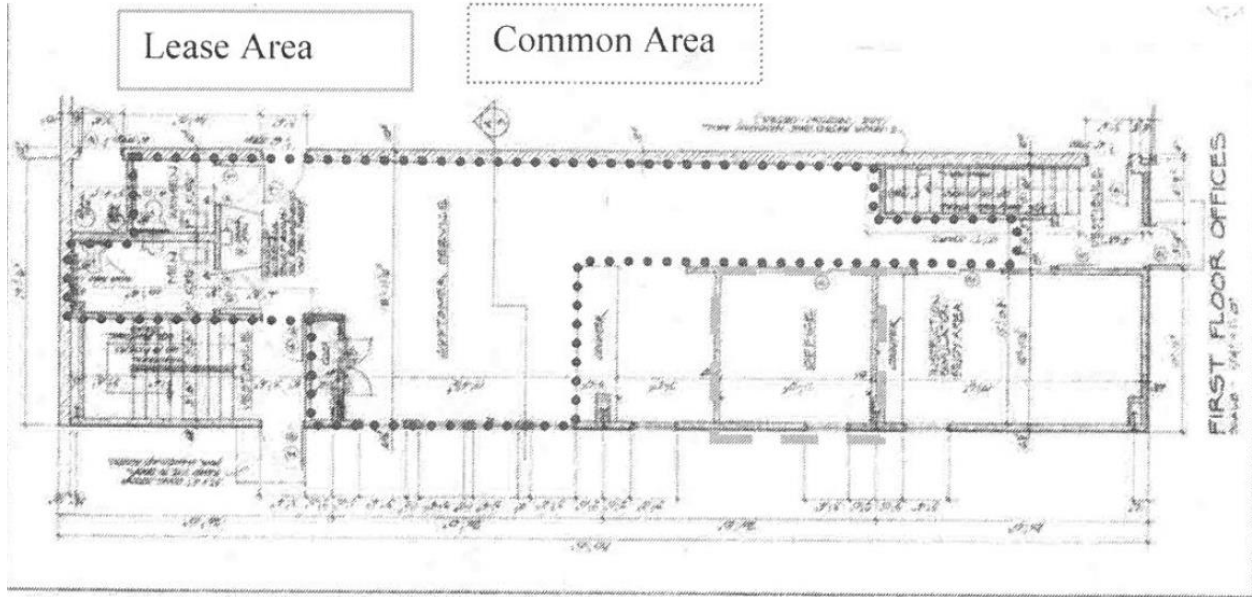


EXHIBIT B
Rent Schedule

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	\$320.00	Monthly
Maintenance Hangar Building Lease	\$3,086.39	Monthly
8603 Pyott Road Building Lease	\$2,117.43	Monthly
Airport Office Sublease	\$375.00	Monthly

*\$5 or \$10 respectively of the overnight transient fees will be waived if the aircraft operator

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

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

Land Leases		
Description	Rate	Frequency
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)		
Breaker Size (Amps)	Monthly Fee (USD)	Comments
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 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.



REQUEST FOR BOARD ACTION

MEETING DATE: May 23, 2023

DEPARTMENT: Parks and Recreation

SUBJECT: Village Support Request for the 2023 McHenry County Century Ride

EXECUTIVE SUMMARY

The People for Parks Foundation of Lake in the Hills, Inc., is hosting the Third Annual McHenry County Century Ride on May 28, 2023. This recurring event is a fundraiser organized to benefit the Village's Parks and Recreation programs. The Foundation has submitted a special event permit application requesting the use of a small portion of the parking lot at Sunset Park for the event.

In addition, the Foundation has submitted a request for support from the Village (attached) for this year's event. While most items on the list can be accommodated internally by staff, the following requests require Board approval:

- A waiver of the deposit (\$1,000), rental fee (\$35) for Sunset Park, application fee (\$25), and safety plan review fee (\$150).
- Permission to allow overnight placement of a twelve-foot (12') equipment trailer in the roundabout at Sunset Park from Friday, May 26 through Monday, May 29, 2023.

FINANCIAL IMPACT

The value of the fee waivers being requested is \$1,215; however, \$1,000 of this would be refunded to the organization if no damage occurred.

ATTACHMENTS

1. The People for Parks Foundation Request Letter

SUGGESTED DIRECTION

Motion to approve the Village support requests from the People for Parks Foundation of Lake in the Hills for the May 28, 2023 event.

May 17, 2023



Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL 60156

RE: Village Support Request – People for Parks Foundation 2023 Fundraising Event
McHenry County Century Ride – May 28, 2023

Dear President Bogdanowski and Village Trustees;

The People for Parks Foundation of Lake in the Hills, Inc is committed to hosting one major fundraising event this year with the Village's Parks and Recreation Department being the benefactor of our efforts. We are excited to bring the Third Annual McHenry County Century Ride with over 500 riders coming from Chicago, Florida, Wisconsin and yes even Lake in the Hills.

McHenry County Century Ride (In partnership with True Blue Dogs Foundation) Sunday May 28, 2023

We intend to utilize the parking lot at Miller Road (near the splash pad) as the start and ending location. The drop off circle will be the hub of activity that includes a 12' trailer (Smith PT), a 10 x 10 tent, tables, chairs, picnic tables and bags games. We have worked with Director Trevor Bosack on submitting the application for approval.

We are requesting the following support from the Village to enhance this event:

- Waiver of the deposit and rental fee for Sunset Park
- Waiver of the \$25 application fee
- Waiver of the \$150 Safety Plan Review
- Permission to place directional signs at selected locations directing riders out and back to Sunset Park.
- Permission to place promotional signage within the Village up to two weeks prior to the event and to be taken down no later than one week after the event.
- Permission to allow the overnight placement of a 12' equipment trailer (Smith PT) in the round about from Friday, May 26 through Monday, May 29.
- Public Works Supplies to include: 6-10 picnic tables placed in the round about circle, 4 garbage toters, 2 bags games.
- Parks & Recreation supplies requested: PA system and Wi Fi Hot spot.

On behalf of the People for Parks Foundation, I thank you in advance for your support to this event.

A handwritten signature in black ink, appearing to read "Trudy Wakeman". The signature is fluid and cursive, with a large initial "T" and "W".

Trudy Wakeman, Foundation Member

CC:

Trevor Bosack

Shannon Andrews

Mary Frake

Ryan McDillon

Bob Huckins

Elizabeth Wakeman

Denise Haugk