



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

JULY 23, 2024
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. Finance
 1. Informational Item concerning Manual Schedule of Bills Revisions
 - B. Public Works
 1. Waiver of Competitive Bidding for Emergency Repair of Well 10
 2. Task Order No. 2024-10 for Reach 9 Design and Permitting
 3. Ordinance approving a Ground Lease with Aleksei Air LLC for PAP-1A
 - C. Parks & Recreation
 1. Agreement with Lake in the Hills Historical Society for use of the Labahn-Hain House
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: _____



INFORMATIONAL MEMORANDUM

MEETING DATE: July 23, 2024

DEPARTMENT: Finance

SUBJECT: Manual Schedule of Bills Revisions

EXECUTIVE SUMMARY

Historically, the Village has approved payroll related payments to vendors on the Manual Schedule of Bills each month but the true cost of each payroll is actually reflected in gross payroll totals not just payments made to vendors to clear out payroll deduction liability accounts. Beginning with the June Manual Schedule of Bills being presented for approval at the July 25th Village Board meeting, gross payroll totals will be included in the Manual Schedule of Bills totals in lieu of just the payments to various vendors. This will result in a higher dollar amount being presented for approval which, over the past twelve months, has averaged \$596,947.70 per month or \$275,514.32 per payroll which is essentially the net payroll payments to employees. The following chart shows the original Manual Schedule of Bills totals presented for approval on a month-by-month basis over the past twelve months as well as the revised amounts had the new method been in place:

Month	Year	Original Total	Less Payroll Fund	Non-Payroll Sub-Total	Plus Gross Payroll	Revised Total	Dollar Increase	Percent Increase
June	2023	882,891.02	(610,260.52)	272,630.50	1,127,373.24	1,400,003.74	517,112.72	59%
July	2023	1,004,397.79	(727,589.34)	276,808.45	1,258,571.41	1,535,379.86	530,982.07	53%
August	2023	810,160.43	(525,932.20)	284,228.23	1,145,479.69	1,429,707.92	619,547.49	76%
September	2023	904,343.13	(635,682.88)	268,660.25	1,125,005.34	1,393,665.59	489,322.46	54%
October	2023	821,049.17	(569,491.70)	251,557.47	1,085,561.66	1,337,119.13	516,069.96	63%
November	2023	943,277.26	(679,234.78)	264,042.48	1,582,254.17	1,846,296.65	903,019.39	96%
December	2023	1,048,467.68	(705,654.88)	342,812.80	1,183,937.92	1,526,750.72	478,283.04	46%
January	2024	952,436.52	(676,775.38)	275,661.14	1,235,196.31	1,510,857.45	558,420.93	59%
February	2024	816,606.66	(529,901.16)	286,705.50	1,137,459.19	1,424,164.69	607,558.03	74%
March	2024	1,007,311.49	(587,619.80)	419,691.69	1,127,014.33	1,546,706.02	539,394.53	54%
April	2024	899,603.54	(599,644.10)	299,959.44	1,146,695.24	1,446,654.68	547,051.14	61%
May	2024	1,041,957.42	(755,322.31)	286,635.11	1,611,932.92	1,898,568.03	856,610.61	82%
Averages		927,708.51	(633,592.42)	294,116.09	1,230,540.12	1,524,656.21	596,947.70	64%

This new method will present gross payroll costs for approval as part of each fund with a personal services budget and will allow for the elimination from the report of payments to vendors for payroll deductions which are essentially a subset of gross payroll costs and would therefore not be necessary to approve a second time.

FINANCIAL IMPACT

None

ATTACHMENTS

None

SUGGESTED DIRECTION

Informational item only.



REQUEST FOR BOARD ACTION

MEETING DATE: July 23, 2024

DEPARTMENT: Public Works

SUBJECT: Waiver of Competitive Bidding for the Emergency Repair of Well 10

EXECUTIVE SUMMARY

At 6:30 PM on July 10th, Water Operator Larry Feffer was called out to Well 10 for a well failure alarm. He contacted Dave Buhrke with the Public Properties Division to assist with the investigation and it was determined that the failure was related to the well pump. On July 11th, Joe Bappert from Concentric conducted an Ohm resistance test and confirmed the well motor has failed.

Municipal Well & Pump was contacted immediately and Administrator Andrews authorized the emergency removal and inspection of the well pump and motor for a price not to exceed \$15,902.00. This work began on Monday July 15 and a copy of the proposal for that work has been attached for your review.

At this time, it is staff's recommendation to waive competitive bidding and allow staff to negotiate a contract with Municipal Well & Pump for the repair and replacement costs that are expected once the disassembly and inspection have been completed. Staff would then return to the Board at a future meeting with a proposed contract to complete the repair.

FINANCIAL IMPACT

The removal and inspection of the well pump at Well 10 was authorized at a cost of \$15,902.00. Further expenditures are expected, but unknown until a break down and inspection of the Well components can be completed. No budget amendment is anticipated at this time.

ATTACHMENTS

1. Lake in the Hills #10 Project Proposal - Remove & Inspect

RECOMMENDED MOTION

Motion to waive competitive bidding to allow staff to negotiate a contract for the repairs or replacement of Well 10.



MUNICIPAL
WELL & PUMP
A Division of Midwest Well Services, Inc.

Project Proposal

Re: Lake in the Hills #10

Item #	Item Description	Quantity	Units	Unit Price	Extended Price
1	Phase 1-Pump Removal	1	Each	\$ 820.00	\$ 820.00
2	Mobilize/Demobilize	1	Each	4,520.00	4,520.00
3	Set-up and Remove Well Pump	5	Hours	566.00	2,830.00
4	Inspect Pump, pipe & Cable	3	Hours	612.00	1,836.00
5	Return to Base	3	Hours	612.00	1,836.00
6	Well Televising	1	Each	4,060.00	4,060.00
7				-	-
8	When components are disassembled and inspected, we			-	-
9	will quote material costs and labor to reinstall.			-	-
10				-	-
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48				-	-
Total Project Proposal					\$ 15,902.00

Dated: July 12, 2024

By:

Dick Milaeger

Dick Milaeger
Vice President Sales
Municipal Well & Pump

P.O. Box 311, Waupun, WI 53963 – Office: 920-324-3400 – Toll-Free: 800-383-7412 – Fax: 920-324-3431

www.municipalwellandpump.com



REQUEST FOR BOARD ACTION

MEETING DATE: July 23, 2024

DEPARTMENT: Public Works

SUBJECT: Woods Creek Reach 9 Design & Permitting Task Order

EXECUTIVE SUMMARY

Staff seeks Board approval to award Baxter & Woodman, a task order for the design & permitting for the Woods Creek Reach 9 Creek Line Stabilization Project.

The Village established a plan to improve storm water quality, which consisted of a three-phase project to stabilize its portion of the Woods Creek streambank before performing dredging of Woods Creek Lake to remove silt and sediment. Construction of the first phase, referred to as Reach 10 was completed in 2021, Reach 11 the second phase of the project completed in 2023 and Reach 12 the final phase completed in late 2023.

The Village Engineer, Baxter and Woodman, identified that Reach 9 in the Woods Creek Watershed Based Plan should be improved prior to moving forward with the dredging of the Woods Creek Lake. Reach 9 includes approximately 1,300 linear feet of Woods Creek and approximately 10-acres of riparian area located immediately north of IL Route 62 and continuing up to the start of the Reach 10 project. When the project plan was initially developed, the condition assessment of Reach 9 had given the project a lower priority making it ineligible for IEPA grant funding. For this reason, it was bypassed and work continued on Reaches 10, 11 and 12. With these sections now complete, Baxter and Woodman believes Reach 9 can be reassessed and submitted for IEPA grant funding.

Baxter & Woodman is the Village's stormwater and lakes engineering consultant. Village staff requests approval of the attached task order to hire Baxter & Woodman to design and secure permits for the Reach 9 Restoration Project. If approved, Baxter & Woodman will begin design work in anticipation of the Village can apply for an IEPA 319 Grant next spring.

FINANCIAL IMPACT

In the FY2024 budget, the Village had included \$315,000 for the dredging of Woods Creek Lake. This work would be deferred while Baxter & Woodman completes their design and permitting of Reach 9. No budget amendment would be needed at this time.

ATTACHMENTS

1. Baxter & Woodman Task Order No. 2024-10

RECOMMENDED MOTION

Motion to approve Baxter & Woodman Task Order No. 2024-10, for Woods Creek Reach 9 Design & Permitting, at a cost not to exceed \$89,850.00.

**VILLAGE OF LAKE IN THE HILLS, ILLINOIS
WOODS CREEK REACH 9 DESIGN & PERMITTING**

FORM OF TASK ORDER

Task Order No. 2024-10

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Baxter & Woodman, Inc. (“Consultant”) for Calendar Year 2024 Professional Engineering Services, dated December 2023 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Woods Creek Reach 9 Design & Permitting

2. **Services of Consultant:**

A. Task 1: Project Administration and Meetings

The Project Manager will oversee the design and permitting of the project, relate the progress to the Village, and guide collaboration between Village staff and the Baxter & Woodman team.

The Project Manager will attend project meetings as outlined below:

- One project kick-off meeting with Village Staff, at the Public Works Facility or on-site.
- One meeting to discuss the preliminary plans before proceeding to final design plans.

B. Task 2: Topographical Survey

Baxter & Woodman will obtain a 1-foot topographic survey of the proposed project area. The survey will primarily include the stream bottom along the centerline, cross sections throughout, and within the riparian areas. The survey will be done specifically to inform the hydraulic modeling (HEC-RAS and/or FEQ), geomorphic assessment, and the proposed restoration and stabilization design. The survey will include:

- Ground shots sufficient to generate 1-foot interval contours.
- All data will be Georeferenced (NAVD 88) drawing file compatible with AutoCAD Civil 3D DWG (2018 or later) format with surface model (contours and TIN) via 3D drawing elements of LandXML.
- Ground control and elevations will be referenced to the nearest Village Survey Control Point(s).

- The survey will include ground shots along the stream centerline approximately every 10 feet.
- Ground shots shall be taken from the top of the stream banks to the edge of the project boundary.
- The survey will field locate all underground utilities as well as all visible structures such as manholes, outfalls, bridges, rim elevation, invert elevations/directions for all accessible structures and existing property and easement markers adjacent to the project.
- The survey will include cross sections of the stream taken at a minimum of every 50 feet and more frequently along the stream's centerline to capture meanders, changes in channel material, and other features. Cross sections will extend 50 feet beyond the top of each bank or to the project boundary, whichever is larger. Cross section measurements shall include bank slopes, bottom of stream channel and wetted width on both sides of the stream channel.

C. Task 3: Wetland Delineation & Report

Baxter & Woodman Natural Resources' Ecologists will conduct a wetland delineation within the project boundary in accordance with the U.S. Army Corps of Engineers (Corps) 1987 Wetland Delineation and the Midwest or Northeast Regional Supplement for Wetland Delineations. Pink pin flags will be used to delineate the on-site wetland boundaries. Baxter & Woodman Natural Resources will GPS locate all wetland delineation flags using a submeter Trimble GPS unit. As required by the Corps, the delineation will include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged.

Baxter & Woodman Natural Resources will prepare a wetland delineation report in accordance with the U.S. Army Corps of Engineers 1987 Wetland Delineation Manual and Midwest or Northeast Regional Supplement. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the project area, photos of representative data points locations, wetland and soils maps, U.S. Army Corps of Engineers data forms, and an evaluation of the quality of on-site wetlands based upon the Floristic Quality Index (FQI).

Note: The Corps requires that field data be collected during the growing season (generally April 1 – October 31). Baxter & Woodman Natural Resources can complete the wetland delineation outside the growing season if requested but may be required to return during the growing season to collect additional information. Time required to revisit the site to collect additional data will be billed on a T&M basis.

D. Task 4: Tree Survey

Baxter & Woodman Natural Resources Ecologists will survey all desirable native trees and shrubs only that are recommended to be preserved within the project boundary with the assumption that all other trees and shrubs will be removed as part of the proposed project. Each desirable tree and shrub will be tagged, assessed, and located using submeter GPS. The information will be tabulated in a Tree Inventory Table including tree tag number, species (common and scientific), DBH, condition, and general comments regarding quality.

E. Task 5: Stream & Riparian Area Site Assessment

Baxter & Woodman will use 1-foot topographic data obtained under Task 2 and display it on a leaf-off color aerial photograph for use during a site visit. A Baxter & Woodman Environmental Engineer and Restoration Ecologist will meet onsite to determine the appropriate ecological restoration options along both stream segments and riparian area. Detailed notes and photos will be obtained related to the existing condition and proposed options. Note that Baxter & Woodman prepared a conceptual plan in May 2024. This plan will also be referenced while doing the site assessment.

F. Task 6: Preliminary & Final Design Plans

Baxter & Woodman Environmental Engineers and Restoration Ecologists will use information obtained from the site assessment (Task 5) to develop Preliminary (60%) and Final Design Plans. Submit an electronic copy of both the Preliminary Design Plans to the Village for one review and comment. In addition, Baxter & Woodman will prepare an Opinion of Probable Cost for Construction for both the Preliminary and Final Design. The Final Design Plan will be signed by an Illinois Licensed Engineer. Preliminary and Final Design Plans will include:

- Title Sheet with the project location map, general notes, and materials/quantities schedule

- Construction Specification Sheets including General Provisions, Selective Woody Tree & Brush Removal, Grading, Rock Based Channel Stabilization, Soil Preparation, Native Seeding & Planting, Native Tree Planting, and Management of Plantings & Stream Structures
- Existing Condition Sheets depicting existing topographic conditions, etc.
- Tree Preservation Sheets showing desirable trees to remain and notes regarding debris clearing and removal
- Layout and Grading Sheets showing existing and proposed topography contours and streambank/channel treatments
- Stream Profile and Cross Section Sheets showing existing and proposed conditions. Cross sections are generally provided every 50-100 feet
- Planting Plan Sheets with associated native seed, plant plugs, and tree lists and quantities
- Erosion Control Sheets outlining temporary and permanent erosion control measures
- Detail Sheets with typical channel cross sections, riffle details, planting details, erosion details, etc.

G. Task 7: Environmental Permitting Investigation & Applications

Baxter & Woodman will investigate all permit needs/requirements related to designing and constructing the proposed project. Potential permits are likely to include but not limited to Corps/IEPA, IDNR, USFWS, SHPO, SWCD, IEPA SWPPP, and McHenry County Stormwater.

McHenry-Lake SWCD Signoff Application

Baxter & Woodman will complete and submit the soil erosion and sediment control plan to the McHenry-Lake County Soil & Water Conservation District (SWCD) for approval/signoff. A \$4,000 application fee is anticipated, assuming construction will take two to four months, and is included with this task order.

Corps Permit Application

Baxter & Woodman will prepare a Corps/IEPA Joint Application for the project. For the Corps/IEPA Joint Application permit, submit the Final Design Plans, wetland report, obtain a jurisdictional determination, submit appropriate applications to the IDNR, USFWS, and SHPO as well as prepare the application package and coordinate with the Corps project manager. A meeting will be conducted with the Corps project manager on site if necessary to discuss the project and respond to Corps' requests for additional information and/or revisions to the plan. It is anticipated that Corps Nationwide Permit 13 (Bank Stabilization) and Nationwide Permit 27 (Aquatic Habitat Restoration, Enhancement, and Establishment) will apply to the proposed project. No permit application fee is anticipated.

McHenry County Stormwater Ordinance Application

The proposed project will require a McHenry County WMO permit as a "Major Development." The project reach is currently Zone A floodplain, and Baxter & Woodman will use the hydrologic and hydraulic modeling from the IDNR-OWR floodway permit application to determine the base flood elevations (BFEs) at the project site. A McHenry County WMO application will be completed to demonstrate compliance. No permit application fee is anticipated.

IEPA SWPPP Application

Baxter & Woodman will prepare a Stormwater Pollution Prevention Plan (SWPPP) and file Notice of Intent (NOI) and Notice of Termination (NOT) with Illinois EPA. A \$750 application fee is anticipated and is included with this task order.

IDNR-OWR Floodway Permit Application

Baxter & Woodman will prepare an IDNR-OWR floodway construction permit application. The project reach is currently mapped Zone A floodplain, and a full hydrologic and hydraulic study of the project reach will be necessary to determine the base flood elevation (BFE) and map the limits of the floodplain and floodway. This work will include building Existing and Proposed Conditions HEC-RAS models. Peak streamflows will be calculated using the USGS StreamStats tool.

Baxter & Woodman will prepare an IDNR-OWR floodway construction permit application, which will include cover letter, joint permit application form, adjacent property owner exhibit, project location map, site photos exhibit, FIRM map, and engineering plans. A \$4,500 application fee is anticipated and is included with this task order.

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

Permits listed in Task 7: Environmental Permitting Investigation and Applications

- Joint Army Corps/IEPA Permit
- McHenry-Lake SWCD Permit
- McHenry County Stormwater Permit
- IEPA Notice of Intent for SWPPP
- IDNR-OWR Floodway Permit

4. **Commencement Date:**

The date of execution of this Task Order by Owner.

5. **Completion Date:**

Design and Permitting will be completed by April 30, 2025, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal: None

7. **Key Project Personnel:**

Names: Steve Zimmerman

Telephone: (773) 507-0982

8. **Contract Price:**

For providing, performing, and completing each phase of Services, the following lump sum amount set forth opposite each such phase:

<u>Phase</u>	<u>Lump Sum</u>
Project Administration & Meetings	\$1,450
Topographical Survey	\$9,500
Wetland Delineation & Report	\$5,000
Tree Survey	\$4,000
Stream & Riparian Site Assessment	\$3,500

Preliminary & Final Design Plans	\$25,000
Permitting	\$31,400
<u>Soil Boring & Testing</u>	<u>\$10,000</u>
TOTAL	\$89,850

9. **Payments:**

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner’s determination of the value of the Services completed.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall follow the articles of the Master Contract.

10. **Modifications to Contract:** None

11. **Attachments:** None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is _____, 2024

VILLAGE OF LAKE IN THE HILLS

By: _____
Ray Bogdanowski
Village President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

BAXTER & WOODMAN, INC



Carolyn Grieves, PE
Vice President

Name: Carolyn A. Grieves, P.E.

Title: Vice President

Address: 8678 Ridgefield Road, Crystal Lake, IL 60012

E-mail Address: cgrieves@baxterwoodman.com

Phone: 815-444-3230



REQUEST FOR BOARD ACTION

MEETING DATE: July 23, 2024

DEPARTMENT: Public Works - Airport

SUBJECT: Airport Ground Lease for Hangar PAP-1A

EXECUTIVE SUMMARY

In accordance with Chapter 3.1 of the Lake in the Hills Airport Rules and Regulations, no person shall store any aircraft at the airport except pursuant to a written Lease, license and/or storage agreement approved by the Village. A new ground lease is required upon each change in ownership of a private hangar.

On July 15, 2024, Aleskei Tseline, representing Alesksei Air LLC, completed the purchase of Hangar PAP-1A from CYA LTD. It is important to note that CYA LTD has fulfilled ground lease payments up to August 1, 2024. Aleskei Air LLC, a registered entity in good standing with the Illinois Secretary of State, is now the rightful owner of Hangar PAP-1A.

The proposed initial term of the new lease is twenty years, commencing on August 1, 2024, and concluding on July 30, 2044. Additionally, the lease includes options to renew for four additional five-year terms. Mr. Tseline has diligently executed all requisite lease documentation and has provided the necessary certificate of insurance.

FINANCIAL IMPACT

The Airport Fund will receive \$2,626.44 annually from the ground lease and \$348 from electrical fees. The rent and fees are subject to annual increases as approved by the Board.

ATTACHMENTS

1. Proposed Ordinance
2. PAP-1A Ground Lease

RECOMMENDED ACTION

Motion to approve the Ordinance Authorizing the Approval of a Ground Lease between the Village of Lake in the Hills and Aleksei Air LLC for PAP-1A.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2024- _____

**An Ordinance Authorizing the Approval of a Ground Lease
between the Village of Lake in the Hills
and Aleksei Air LLC for PAP-1A**

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 Aleksei Air LLC wish to enter into a Ground Lease for PAP-1A at the Lake in the Hills Airport for an initial period of 20 years, ending July 30, 2044 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-1A is approximately 46X21' by 19'6"x23'8" 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 Aleksei Air LLC for PAP-1A 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 July, 2024 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 July, 2024

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 1st day of August, 2024 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the "Lessor") and Aleksei Air LLC (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-1A]

Lot dimensions 46 x 21' by 19'6" x 23'8" (The "Premises").

Monthly Land Lease Amount: \$218.87

Electrical Amount: \$29.00

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on August 1, 2024, and shall continue for a period of 20 years and shall terminate July 31, 2044 (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 term, is subject to rate increases, as approved by the Village Board of Trustees, effective at or near the beginning of each calendar year, up to a maximum 10 percent increase over the prior calendar year's rent. 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.

3.02 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.

3.03 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.

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; ACCESS

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.

5.03 The Lessee agrees that the Lessor shall have access to the interior and exterior of the Premises, for the Lessor to inspect or allow other authorized persons (e.g., fire inspector, building inspector). The Lessee shall provide Lessor with a copy of all necessary access keys and codes to the Hangar and update such access keys and codes any time there is a change to them. For non-emergency situations, the Lessee shall allow access to the Premises within 72 hours of a request for authorized inspection purposes. If the Lessee does not respond to a request for inspection or has otherwise not provided necessary access keys and codes to the Lessor, the Lessor may gain entry, by force, if necessary, at Lessee's expense. For emergency situations, the Lessor or an emergency response agency may enter without advanced notice. Nothing herein shall create a legal duty by the Lessor to be responsible for any damage to locks, doors, the Hangar, or its contents, during an emergency response or otherwise if the Lessee has not provided the necessary access keys and codes to the Lessor.

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 expiration the Initial Term and any Extension Terms 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 either: (a) remove the Hangar and all other improvements therefrom no later than the expiration of the tenancy; or (b) the Lessor shall be deemed to have full title and ownership to the Hangar. 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; CONTACT INFORMATION

20.01 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 email transmission, with any such email 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:

Aleksei Air LLC
1218 Spring Beach Way
Cary, IL 60013
Phone: (630)400-8404
Email: alextseline@gmail.com

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. Email notices shall be deemed given upon the date of transmission, provided that compliance is made with the remaining obligations of this Article 20.

20.02 Lessee and any authorized assignee or sub-lessee are jointly responsible to provide updated contact information to the Village, to include, at a minimum, legal name of the Lessee (and any authorized assignee or sub-lessee), contact name, address, phone number, and email address, in addition to access rights as provided in Section 5.03 of this Agreement.

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

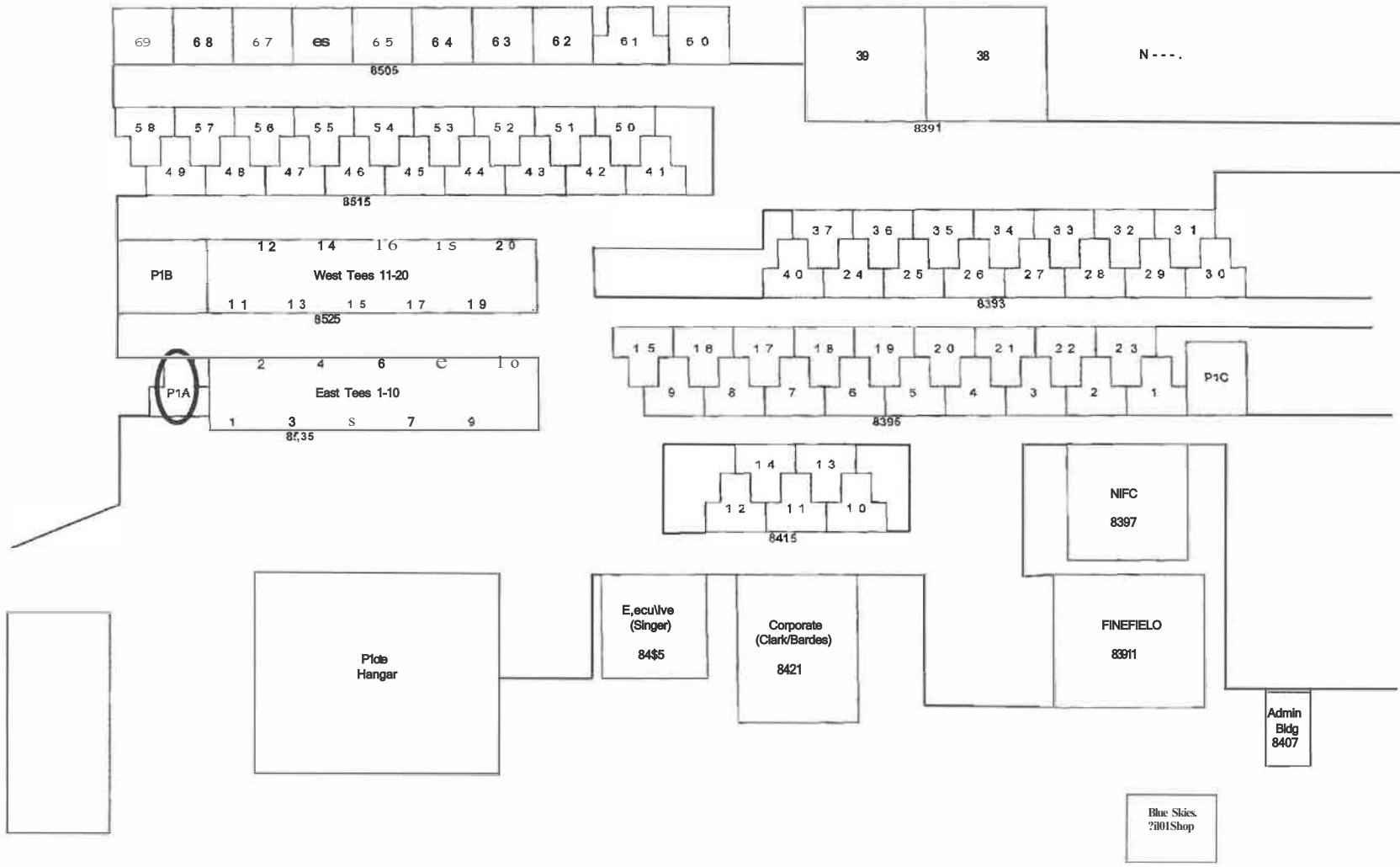
By: _____
Village President

Attest: _____
Village Clerk

[LESSEE] Aleksei Air LLC. _____

By: _____

T i = _____



2:4
 1:4
 1:4

**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

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

Overnight Transient Storage

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

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

Land Leases

*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
RENT SCHEDULE

Disconnect/Reconnect - Electrical

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

Waiver to Late Fees

If a late fee is assessed according to the lease, a request to waive the late fee may be considered by the Village Finance Department. The late fee may be waived in the event all of the following conditions are met:

1. A written request to waive the late fee must be presented to the Finance Department; and
2. The Finance Department must receive the written request to waive the late fee by the last business day of the month the payment was due and was not received until after the 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: July 23, 2024

DEPARTMENT: Parks & Recreation

SUBJECT: Lake in the Hills Historical Society Labahn-Hain House Agreement

EXECUTIVE SUMMARY

Staff proposes execution of an agreement with the Lake in the Hills Historical Society for their use of the Labahn-Hain House. The Village Board approved a similar agreement on January 24, 2019. Similar agreements have been in place since 2002.

The agreement allows the Society use of the upper level of the Labahn-Hain House for storage and office space for no charge. It allows the Society to use the facility at no charge for meetings. It also requires the Society to maintain the display case on the main level. The Village is required to operate and maintain the facility and to consult with the Society regarding any renovation. Both parties agree to indemnify, hold harmless, and defend the other except in cases of negligence.

The agreement is for a period of five years but may be terminated with 30 days written notification.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Agreement

RECOMMENDED MOTION(s)

Motion to approve an agreement with the Lake in the Hills Historical Society for use of the Labahn-Hain House.

AGREEMENT

This Agreement entered into this ___ day of , _____ 2024, by and between the Village of Lake in the Hills, an Illinois Municipal Corporation (the "Village") and the Lake in the Hills Historical Society, a 501C3 Not-for-Profit Organization (the "Society."). The Village and Society are collectively referred to herein as the "Parties."

WHEREAS, the Village is the owner of certain property in the Village commonly known as Labahn-Hain House, which is located at 149 Hilltop Road ("Hain House"); and

WHEREAS, the Society has reconstructed and developed the Hain House into a usable facility for programs, meetings and rentals; and

WHEREAS, the Society has turned over the complete Hain House to the Village for the use of such activities; and

WHEREAS, the Village has agreed to allow the Society to utilize the upper level for storage; and

WHEREAS, the Society will upkeep the display case in the main room; and

WHEREAS, the Village has agreed to consult with the Society on any inside or outside renovations which will be performed on the Hain House; and

WHEREAS, the Village will maintain the facility with the exception of the upper level; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. FACILITY USE: The Village shall allow the Society to utilize the upper level, display case and main room for meetings at no charge to the Society.
2. MAINTENANCE: The Society shall maintain the upper level in an organized and safe manner for the storage of their material.
3. INDEMNIFICATION OF THE VILLAGE BY THE SOCIETY: The Society agrees to indemnify, hold harmless and defend the Village from any and all claims, suits or causes of action arising directly or indirectly from any actions or omissions of the Society exclusive of any negligent actions or omissions of the Village.
4. INDEMNIFICATION OF THE SOCIETY BY THE VILLAGE: The Village agrees to indemnify, hold harmless and defend the Society from any and all claims, suits or causes of action arising directly or indirectly from any actions or omissions of the

Village exclusive of any negligent actions or omissions of the Society.

TERM: The term of this Agreement shall be for five years from the date of its execution. In the event either party wishes to terminate this Agreement during a period less than its entire term, then at least 30 days prior written notice of intent to terminate shall be sent to the other party, by certified mail, at the following addresses:

Village: Village Administrator
Lake in the Hills Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

Society: President, Bob Spooner (or current President)
Lake in the Hills Historical Society
Lake in the Hills, IL 60156

WHEREFORE, the Parties have signed this Agreement this ____ day of _____, 2024.

VILLAGE OF LAKE IN THE HILLS

LAKE IN THE HILLS HISTORICAL SOCIETY

Village President,



Historical Society President