



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING  
FEBRUARY 11, 2020  
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 not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
  - A. Administration
    1. Informational Item concerning Mays Lake in the Hills LLC - Class A-2 Liquor License
  - B. Finance
    1. Agreement with Windy City Amusements Inc. for the 2020 Summer Sunset Festival
  - C. Police Department
    1. Ordinance amending Chapter 4, Police Department, of the Municipal Code
  - D. Public Works
    1. Recommendation to award a Tree Purchase Contract to Goodmark Nurseries
    2. Ordinance approving a Ground Lease for Hangar PAP-1A with Alan Hanke
5. Board of Trustees
  - A. Trustee Harlfinger
  - B. Trustee Huckins
  - C. Trustee Bogdanowski
  - D. Trustee Dustin
    1. Planning and Zoning Commission Liaison Report
  - E. Trustee Bojarski
  - F. Trustee Murphy
    1. Parks and Recreation Board Liaison Report
6. Village President
7. Audience Participation
8. Adjournment

MEETING LOCATION  
Lake in the Hills Village Hall  
600 Harvest Gate  
Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_



# INFORMATIONAL MEMORANDUM

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**MEETING DATE:** February 11, 2020

**DEPARTMENT:** Administration

**SUBJECT:** Mays Lake in the Hills LLC - Class A-2 Liquor License

## EXECUTIVE SUMMARY

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Mays Lake in the Hills LLC presented their business plan to the Village Board on September 24, 2019 for a Class A-2 Liquor License and Video Gaming at 273 N. Randall Road, at which time the Village Board verbally provided its support. The standard for Mays is to operate an upscale premium Gaming Café offering locally crafted beers, fine wine, coffee, and a casual food menu including breakfast, sandwiches, pizza, and sweets.

The Village received Mays Lake in the Hills LLC liquor license application, application fee, certificate of insurance, bond, and lease agreement on December 30, 2019. The background check has been completed and the results are clear, which means the next step is issuing a liquor license.

When a liquor license application has been received, an ordinance must be passed to increase the number of licenses issued within the liquor licenses class. However, an ordinance was already approved on January 10, 2019 increasing the Liquor Class A-2 to three licenses in order to allow Ginger's to move forward with applying for a Liquor Class A-2 License. Ginger's did apply, but before the liquor license was issued, decided not to move forward in establishing their business. This vacant Class A-2 license will be issued to Mays. Current businesses holding Class A-2 licenses are Dotty's and Stella's.

A representative from Mays Lake in the Hills LLC will be in attendance at the February 11, 2020 Committee of the Whole meeting.

## FINANCIAL IMPACT

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None

## ATTACHMENTS

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None



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** February 11, 2020

**DEPARTMENT:** Finance

**SUBJECT:** Agreement - Windy City Amusements Inc. for the 2020 Summer Sunset Festival

## EXECUTIVE SUMMARY

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Attached is a one-year agreement with Windy City Amusements Inc. to supply amusements for the annual Summer Sunset Festival on September 4, 2020 through September 6, 2020. All terms and conditions are the same as the previous contract that expired on September 2, 2019. Representatives from the Summer Sunset Festival committee will be in attendance at the committee of the whole meeting to answer any further questions.

## FINANCIAL IMPACT

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The expense amount budgeted in FY 2020 is \$60,000 for this agreement. This amount was based on an average of actual payments for previous Sunset Festival activity and attendance. The final payment will be based on 2020 activity and attendance and based on the terms set forth in the attached agreement.

## ATTACHMENTS

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1. Agreement with Windy City Amusements Inc.

## RECOMMENDED MOTION

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Waive competitive bidding and approve a one-year agreement with Windy City Amusements Inc. to supply amusements for the 2020 Summer Sunset Festival.

## Contract To Supply Amusements Summer Sunset Festival

THIS CONTRACT is made and entered into this \_\_\_\_ day of February, 2020 by and between the Village of Lake in the Hills, Illinois (the "Sponsor") and Windy City Amusements, Inc.;

WHEREAS, Windy City Amusements, Inc. is a financial donor to the Summer Sunset Festival and desires to be considered by the Sponsor to provide various amusements, rides, devices, and attractions at that festival and at future events in the Village of Lake in the Hills; and

WHEREAS, the Sponsor desires to provide, through Windy City Amusements, Inc., various amusements, rides, devices, and attractions during the Summer Sunset Festival and desires to consider Windy City Amusements, Inc. for future events in the Village of Lake in the Hills;

In consideration of the premises stated above, the sum of one dollar, and the mutual promises contained herein, which consideration the parties hereby acknowledge as valuable and sufficient, the parties mutually agree as follows:

1. Windy City Amusements, Inc. agrees to provide, through its company, amusement ride devices, amusement attractions, concessions, and "fun" booths at a location provided by the Sponsor in Sunset Park located at Miller and Haligus Roads in the Village of Lake in the Hills for a period of one year on the following dates:

Year 2020: September 4 – September 6

The dates and times may be changed upon the mutual agreement of both parties to this contract.

2. Windy City Amusements, Inc. shall furnish, in its sole discretion, all necessary tickets, and an air conditioned ticket booth(s) at the location. In addition, Windy City Amusements, Inc. shall supply automatic ticket purchase machines during the event as approved by the Sponsor.
3. The Sponsor hereby agrees to pay for, furnish, or provide all licenses, permits, taxes, water service, police protection, bill posting, newspaper advertising, ticket sellers, refuse dumpsters, portable toilets, a location acceptable to Windy City Amusements, Inc. for the setup of its company, streets and lots privileges, and free gate admission tickets for the employees of Windy City Amusements, Inc. where gate admission is charged. Portable toilets and water hookup will be provided the day of or prior to the setup of the carnival.
4. Windy City Amusements, Inc. shall have the exclusive right of providing all amusement ride devices, amusement attractions, "fun" booths and food concession stand(s) in the area designated by the Sponsor, the area hereinafter referred to as the "carnival site". Any other merchandise sold within the carnival site by Windy City Amusements, Inc. or its agent(s) shall only be allowed by the approval of the Sponsor.



5. Windy City Amusements, Inc. shall have the exclusive right of providing all popcorn, cotton candy, snow cones, funnel cakes, pop and corn dogs at the carnival site, in its own concession stand(s).
6. During the term of this agreement, Windy City Amusements, Inc. agrees to pay to the Sponsor the sum of 38.5% of ride gross up to \$72,500 and 45.5% on anything over \$72,500 each year. Ride gross shall refer to the gross receipts from money derived from the sale of all ride tickets, wrist bands and other similar revenues in which an admission or ride fee is charged.
7. Windy City Amusements, Inc. shall pay to the Sponsor the flat sum of \$300.00 per "fun" booth stand each year. The term "fun" booth shall include but shall not be limited to any walk on, side show, or other non-mechanical amusement attractions for which Windy City Amusements, Inc. ride tickets are not accepted. Arm bands or hand stamps shall not be used for payment on any walk on, side show or other non-mechanical amusement attractions.
8. If any "fun" booth is closed, or unable to operate (including rain out days) before the ending date each year, Windy City Amusements, Inc. shall only pay prorata for the actual days the booth is operated.
9. The settlement for the "fun" booths as well as the settlement for the percentage on the Amusement rides and shows shall be made within 30 days of the closing day of the engagement.
10. Thirty (30) days before the event, Windy City Amusements, Inc. shall provide the sponsor a listing of all rides requiring tickets, and the number of ride tickets necessary for patrons to access the ride. The sponsor shall review and approve the listing prior to set up. The proceeds of all ticket sales shall be held by the Sponsor. The collection of any money from the automatic ticket purchase machines by Windy City Amusements, Inc. shall be done only under the supervision of the Sponsor. The Sponsor is responsible for any and all shortages in cash or tickets sold from the ticket booth including wrist bands used for unlimited rides.
11. The term wrist bands shall include, but shall not be limited to, arm or wrist bands, hand stamp, tokens, chips or other non-ticket forms of payment as approved by the sponsor.
12. Windy City Amusements, Inc. is to furnish Liability Insurance and Property Damage Insurance of not less than \$5,000,000 for each occurrence with a certificate of said insurance sent to the Sponsor prior to the engagement each year, and naming the Sponsor as an additional insured.
13. The Sponsor shall provide a 220-volt electric hookup switch box to accommodate the office and staff trailers of Windy City Amusements, Inc.
14. Windy City Amusements, Inc. shall furnish Diesel Electric Light Plants for the operation of the Carnival Equipment only.

15. Windy City Amusements, Inc. shall pay for the cost of any diesel fuel used and electric power used during the engagement.
16. It is mutually agreed by both parties hereto that there are not other contracts or promises either written or verbal between them.
17. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic or any unforeseen occurrence over which parties have no control, then they are not to be held for damages resulting therefrom.
18. The Sponsor further agrees to use its influences to prevent other like attractions from exhibiting in the aforesaid Village 30 days prior and during the Summer Sunset Festival each year.
19. Windy City Amusements, Inc. shall furnish 100 posters and other marketing materials as requested by the sponsor for the purpose of promoting the event.
20. Windy City Amusements, Inc. shall offer Unlimited Ride Specials at a fixed cost of twenty-five dollars (\$25.00) and on dates and times as mutually agreed to by the Sponsor and Windy City Amusements, Inc.
21. Windy City Amusements, Inc. agrees that no more than 2 employees shall remain on the festival grounds after midnight each day to provide security services. Windy City Amusements, Inc. agrees to provide the Sponsor with the names of the employees that will remain on the festival grounds after midnight each day. All employees will receive a background investigation and the sponsor shall have the right to prohibit any employee from working during the festival.
22. Windy City Amusements, Inc. agrees to donate \$4,000 per year as a sponsor of the Summer Sunset Festival events.
23. This contract shall expire on September 7, 2020 provided, however, that the obligations of Windy City Amusements, Inc. to make any payments provided herein to the Sponsor shall not expire but shall survive the expiration of this contract. Either party to this contract reserves the right to terminate this agreement with 60 days written notice to the other party.
24. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this contract.
25. Proper venue for any legal action arising out of this contract shall be in the 22nd Judicial Circuit Court of McHenry County.
26. If any word, phrase, sentence, paragraph, Article or provision of this contract shall be considered invalid by a court of competent jurisdiction, the remainder of the contract shall be considered valid and otherwise enforceable.
27. Any notices required or desired to be given under this contract shall be in writing may be (i) personally served, (ii) sent by certified mail, return receipt requested, or (iii) 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 Windy City Amusements, Inc.  
914 West Main St.  
St Charles, IL 60174

To Sponsor:  
Village of Lake in the Hills  
600 Harvest Gate  
Lake in the Hills, Illinois 60156

Personal 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 17.

IN WITNESS WHEREOF the parties have executed this contract as of the day and year above by the duly authorized representatives of the parties hereto.

VILLAGE OF LAKE IN THE HILLS

WINDY CITY AMUSEMENTS, INC.

BY:

BY:

\_\_\_\_\_  
Village President

  
\_\_\_\_\_  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
Secretary





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** February 11, 2020

**DEPARTMENT:** Police

**SUBJECT:** Ordinance Amending Chapter 4, Police Department, of the Lake in the Hills Municipal Code

## EXECUTIVE SUMMARY

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Police agencies across the nation are experiencing declining numbers of applications for law enforcement officer positions. A recent survey of 400 law enforcement agencies by the Police Executive Research Forum showed 66 percent of the departments reporting a decline in the number of applications. Locally, this trend is being experienced in and around the county. With a shrinking pool of qualified candidates, competition among agencies has become intense for experienced officers. Most area agencies have developed a police officer lateral entry program to hire experienced police officers. Hiring certified officers with practical street experience will reduce training time and more efficiently replace the loss of veteran officers who retire or move to a different agency. The department has a growing list of officers who will be or are currently eligible for retirement. The use of our lateral entry program will minimize the impact on the department during times of high officer turnover and loss of practical street experience.

The department has been successful in identifying and hiring well-qualified, experienced candidates through the lateral entry program, but the current ordinance limits the ability for a lateral hire to every other open position. To better address the loss of veteran officers, the revised ordinance allows the Chief of Police to hire an officer using the lateral entry program anytime at their discretion. The revised ordinance also allows the placement of a lateral entry officer at any step on the wage schedule consistent with the department's policies and interests, based on the candidate's training, experience, and other qualifications.

## FINANCIAL IMPACT

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Hiring officers through the lateral entry program requires placing the officer at advanced steps on the pay scale. The higher initial employment cost is offset by operational savings associated with training and filling open positions faster with more experienced personnel.

## ATTACHMENTS

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1. Ordinance Amending Chapter 4, Police Department, of the Lake in the Hills Municipal Code

## RECOMMENDED MOTION

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Motion to approve the ordinance amending Chapter 4, Police Department, of the Lake in the Hills Municipal Code.



**VILLAGE OF LAKE IN THE HILLS**

**ORDINANCE NO. 2020 - \_\_\_\_**

**An Ordinance Amending Chapter 4, Police Department,  
of the Lake in the Hills Municipal Code**

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

**WHEREAS**, the Village has reviewed Chapter 4 of the Municipal Code relative to appointments to the Police Department and lateral entry hires.

**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:** CHAPTER 4, SECTION 4.01, DEPARTMENT ESTABLISHED, PARAGRAPH A(3)(a) shall be amended to read as follows, with strikethrough text being deleted:

A. Appointments

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3. Appointments to all other sworn positions of the Department shall be made by the Chief of Police through the selection of individuals identified on the eligibility lists of qualified candidates as developed by the Board of Police Commissioners and as more fully described in Section 4.09.O.3 and any other provisions of this Chapter. Said eligibility lists for both initial entry and promotional positions shall list, in order of their scores, all candidates who have successfully passed the examination process as determined by the Board of Police Commissioners.
  - a. Exception: The Chief of Police may in his or her discretion, choose to appoint, ahead of any other applicant listed on the eligibility list of qualified candidates for initial entry, any applicant who has at least two years previous full-time experience as a police officer and meets all other criteria as defined by the Chief of Police pursuant to an established Lateral Entry program. ~~However, if a Lateral Entry applicant is appointed to fill a sworn position, then the next sworn position may not be appointed from the Lateral Entry program. If more than one sworn position is appointed contemporaneously, then no more than 50% of the positions may be appointed from the Lateral Entry program.~~

**SECTION 2:** CHAPTER 4, SECTION 4.09, BOARD OF POLICE COMMISSIONERS, PARAGRAPH M, LATERAL ENTRY PROGRAM, shall be amended to read as follows, with underlined text being added:

M. LATERAL ENTRY PROGRAM

1. The Chief of Police will be responsible for overseeing the Lateral Entry Program. All persons applying for consideration by the Village of Lake in the Hills Police

Department under the Lateral Entry Program must comply with the following requirements:

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- 2. A lateral entry hire will be required to successfully complete a Police Officer Training Program as established by the Department. Length and content of field training may vary based upon qualifications and experience.
- 3. Lateral entry hires will be required to meet the one year probationary standards of the Department for sworn members.
- 4. The Chief of Police may place a lateral entry hire at any step on the wage schedule, if any, in effect at that time, or otherwise at a salary consistent with the Department's policies and interests, based on the lateral entry hire's training, experience, and other relevant qualifications.

**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 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 13 day of February 2020, pursuant to a roll call vote as follows:

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

APPROVED THIS 13 DAY OF FEBRUARY 2020

\_\_\_\_\_  
Village President, Russ Ruzanski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Cecilia Carman

Published: \_\_\_\_\_



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** February 11, 2020

**DEPARTMENT:** Public Works

**SUBJECT:** Recommendation to Award a Tree Purchase Contract to Goodmark Nurseries

## EXECUTIVE SUMMARY

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In December, Village staff authored a Request For Proposal (RFP) for Tree Purchase Services, advertised the RFP opportunity in the Northwest Herald, posted the RFP to the Village website and sent RFP invitations to 28 vendors. On January 10, 2020, seven vendors supplied bids: St. Aubin Nursery, Fox Ridge Nursery, Spring Grove Nursery, Arthur Weiler Inc., Fiore Nursery, Wilson Nursery, and Goodmark Nurseries. In comparing the RFP submittals, Goodmark Nurseries supplied the lowest pricing for more tree species than any other vendor did over a three-year period. The Village has purchased trees from Goodmark Nurseries in the past and they have provided the Village with excellent service, quality trees and timely product delivery. As such, Village staff recommend entering into a three-year contract with Goodmark Nurseries, to purchase trees in 2020, 2021 and 2022.

## FINANCIAL IMPACT

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The Village's 2020 budget includes \$81,215.00 for the purchase trees (\$59,215.00 in the General Fund and \$22,000.00 total from eight Special Service Area Funds).

## ATTACHMENTS

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1. Recommendation Memo
2. RFP Results
3. Bid Certification Form

## RECOMMENDED MOTION

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Motion to approve a contract with Goodmark Nurseries of Wonder Lake, IL, for the purchase of trees in 2020, 2021 and 2022.

Motion to approve spending authority with Goodmark Nurseries of Wonder Lake, IL, for fiscal year 2020, for the purchase of trees, in an amount not-to-exceed \$81,215.00

Lake in the Hills Public Works Department

MEMORANDUM

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**To:** Dan Kaup, Public Works Director  
**From:** Guy Fehrman, Superintendent of Streets  
**Date:** January 14, 2020  
**Subject:** Recommendation to Award a Three-year Tree Purchase Contract to Goodmark Nurseries

I recommend that we accept the bid received from Goodmark Nurseries and enter into a three-year agreement with Goodmark for the purchase of replacement right of way trees. The Village published the RFP in the local newspaper, listed it on our website and sent invitations to 28 companies. Seven companies supplied bids including St. Aubin Nursery, Fox Ridge Nursery, Spring Grove Nursery, Arthur Weiler Inc., Fiore Nursery, Wilson Nursery, and Goodmark Nurseries. The Village has purchased trees from Goodmark Nurseries in the past and they have provided the Village with excellent service, quality trees and timely product delivery. As such, I recommend entering into a three-year contract with Goodmark Nurseries, to purchase trees in 2020, 2021 and 2022.



# Lake in the Hills Public Works Department

## MEMORANDUM

**To:** Dan Kaup, Public Works Director  
**From:** Guy Fehrman, Streets Superintendent  
**Date:** January 10<sup>th</sup>, 2020  
**Subject:** RFP Results – Tree Purchase Services

The RFP opening for Tree Purchase Services was held at the Public Works Facility on January 10<sup>th</sup>, 2020 at 10:00 a.m. Guy Fehrman, Stephanie Raupp, and Peter D’Agostino from the Village of Lake in the Hills were present at the RFP opening. The Village received RFP submittals from the following companies:

Company
Fox Ridge Nursery – Harvard, IL
Fiore Nursery and Landscape Supply – Prairie View, IL
Arthur Weiler, Inc. – Zion, IL
St. Aubin Nursery – Kirkland, IL
Wilson Nurseries, Inc, -- Hampshire, IL
Goodmark Nurseries – Wonder Lake, IL
Spring Grove Nursery, Inc. – Mazon, IL

The RFP opening concluded at 10:10 a.m. The RFP submittals will be reviewed and Village staff plan to make a recommendation to the Village Board at the January 21, 2020 or the February 11, 2020 Committee of the Whole Meeting.

lowest bids are highlighted in yellow

Tree Species		Fox Ridge Nursery -- Harvard, IL						Fiore Nursery and Landscape Supply -- Prairie View, IL					
Scientific Name	Common Name	COST PER TREE @ 2 INCHES		COST PER TREE @ 2.5 INCHES		COST PER TREE @ 3 INCHES		COST PER TREE @ 2 INCHES		COST PER TREE @ 2.5 INCHES		COST PER TREE @ 3 INCHES	
		1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT
Acer miyabei 'Morton'	State Street Maple	\$187.00	\$187.00	\$220.00	\$220.00	\$270.00	\$270.00	\$220.00	\$245.00	\$275.00	\$305.00	\$325.00	\$360.00
Acer miyabei 'Royal Red'	Royal Red Maple	\$187.00	\$187.00	\$220.00	\$220.00	\$270.00	\$270.00	\$220.00	\$245.00	\$295.00	\$325.00	\$325.00	\$360.00
Aesculus x carnea 'Ft McNair'	Fort McNair Horsechestnut	\$201.00	\$201.00	\$235.00	\$235.00	\$275.00	\$275.00	\$225.00	\$250.00	\$275.00	\$305.00	\$325.00	\$360.00
Aesculus flava	Yellow Buckeye	\$201.00	\$201.00	\$235.00	\$235.00	\$275.00	\$275.00	\$225.00	\$250.00	\$275.00	\$305.00	\$325.00	\$360.00
Alnus glutinosa	Common/Black Alder	\$176.00	\$176.00	\$207.00	\$207.00	\$240.00	\$240.00	\$220.00	\$245.00	\$250.00	\$275.00	\$375.00	\$415.00
Carpinus carolinana	American Hornbeam	\$195.00	\$195.00	\$230.00	\$230.00	\$275.00	\$275.00	\$195.00	\$215.00	\$225.00	\$250.00	\$325.00	\$360.00
Catalpa speciosa	Northern Catalpa	\$176.00	\$176.00	\$207.00	\$207.00	\$240.00	\$240.00	\$200.00	\$220.00	\$220.00	\$245.00	\$240.00	\$265.00
Celtis occidentalis	Common Hackberry	\$187.00	\$187.00	\$220.00	\$220.00	\$270.00	\$270.00	\$185.00	\$205.00	\$225.00	\$250.00	\$275.00	\$305.00
Cercis Canadensis	Eastern Redbud							\$185.00	\$205.00	\$275.00	\$305.00	\$350.00	\$385.00
Fagus grandifolia	American Beech							\$350.00	\$385.00	\$450.00	\$495.00	\$550.00	\$600.00
Fagus sylvatica	European Beech							\$350.00	\$385.00	\$450.00	\$495.00	\$550.00	\$600.00
Ginkgo biloba	Ginkgo							\$285.00	\$315.00	\$350.00	\$385.00	\$475.00	\$525.00
Gymnocladus Dioicus	Kentucky Coffeetree	\$198.00	\$198.00	\$230.00	\$230.00	\$270.00	\$270.00	\$225.00	\$250.00	\$250.00	\$275.00	\$295.00	\$325.00
Larix decidua	Common Larch												
Liriodendron tulipifera	Tulip Tree	\$195.00	\$195.00	\$230.00	\$230.00	\$260.00	\$260.00	\$225.00	\$250.00	\$265.00	\$290.00	\$295.00	\$325.00
Nyssa sylvatica	Blue Tupelo							\$250.00	\$275.00	\$295.00	\$325.00	\$325.00	\$360.00
Platanus x acerifolia 'Morton Circle'	Exclamation London Planetree	\$176.00	\$176.00	\$207.00	\$207.00	\$240.00	\$240.00	\$175.00	\$195.00	\$220.00	\$245.00	\$250.00	\$275.00
Populus tremuloides	Aspen	\$176.00	\$176.00	\$207.00	\$207.00	\$240.00	\$240.00	\$225.00	\$250.00	\$270.00	\$295.00	\$295.00	\$325.00
Pyrus Calleryana 'Aristocrat'	Aristocrat Pear							\$175.00	\$195.00	\$195.00	\$215.00	\$250.00	\$275.00
Pyrus Calleryana 'Glenn's Form'	Chanticleer Pear	\$170.00	\$170.00	\$200.00	\$200.00	\$230.00	\$230.00	\$145.00	\$160.00	\$170.00	\$190.00	\$195.00	\$215.00
Quercus bicolor	Swamp White Oak	\$198.00	\$198.00	\$235.00	\$235.00	\$270.00	\$270.00	\$205.00	\$225.00	\$240.00	\$265.00	\$370.00	\$407.00
Quercus macrocarpa	Bur Oak	\$198.00	\$198.00	\$235.00	\$235.00	\$270.00	\$270.00	\$225.00	\$250.00	\$290.00	\$320.00	\$325.00	\$360.00
Quercus mehlenbergii	Chinkapin Oak	\$198.00	\$198.00	\$235.00	\$235.00	\$270.00	\$270.00	\$245.00	\$270.00	\$295.00	\$325.00	\$345.00	\$380.00
Quercus robur x 'Alba Crimschmidt'	Crimson Spire Oak	\$205.00	\$205.00	\$240.00	\$240.00	\$275.00	\$275.00	\$295.00	\$325.00	\$365.00	\$400.00	\$475.00	\$525.00
Quercus rubra	Red Oak	\$198.00	\$198.00	\$235.00	\$235.00	\$270.00	\$270.00	\$195.00	\$215.00	\$235.00	\$260.00	\$295.00	\$325.00
Taxodium distichum	Bald Cypress	\$176.00	\$176.00	\$207.00	\$207.00	\$240.00	\$240.00	\$195.00	\$215.00	\$235.00	\$260.00	\$295.00	\$325.00
Tilia cordata 'Greenspire'	Greenspire Linden	\$195.00	\$195.00	\$230.00	\$230.00	\$260.00	\$260.00	\$225.00	\$250.00	\$275.00	\$305.00	\$325.00	\$360.00
Ulmus x Accolade	Accolade Elm	\$176.00	\$176.00	\$207.00	\$207.00	\$240.00	\$240.00	\$205.00	\$225.00	\$250.00	\$275.00	\$285.00	\$315.00
Ulmus carpinifolia 'New Horizon'	New Horizon Elm	\$176.00	\$176.00	\$207.00	\$207.00	\$240.00	\$240.00	\$205.00	\$225.00	\$250.00	\$275.00	\$285.00	\$315.00
Ulmus frontier	Frontier Elm							\$250.00	\$275.00	\$285.00	\$315.00	\$320.00	\$350.00
Ulmus 'Morton Glossy'	Triumph Elm	\$176.00	\$176.00	\$207.00	\$207.00	\$240.00	\$240.00	\$185.00	\$205.00	\$210.00	\$230.00	\$255.00	\$280.00
<b>6' HEIGHT MINIMUM</b>		<b>6' HEIGHT MINIMUM</b>						<b>6' HEIGHT MINIMUM</b>					
Picea pungens	Colorado Spruce	\$145.00	\$145.00					\$205.00	\$225.00				
Pinus nigra var. nigra	Austrian Pine							\$155.00	\$170.00				
Pinus strobus	White Pine	\$145.00	\$145.00					\$195.00	\$215.00				
<b>6' CLUMP MINIMUM</b>		<b>6' CLUMP MINIMUM</b>						<b>6' CLUMP MINIMUM</b>					
Sargent Crabapple								\$190.00	\$210.00				
Adams Crabapple								\$125.00	\$140.00				
Shadblow Serviceberry		\$140.00	\$140.00					\$195.00	\$215.00				
Pagoda Dogwood		\$140.00	\$140.00					\$225.00	\$250.00				
River Birch		\$107.00	\$107.00					\$135.00	\$150.00				
Whitespire Birch		\$107.00	\$107.00					\$175.00	\$195.00				
<b>NOTES-DEVIATIONS</b>													

lowest bids are highlight in yellow

Arthur Weiler, Inc. -- Zion IL						St. Aubin Nursery -- Kirkland, IL						Wilson Nurseries, Inc. -- Hampshire, IL				
COST PER TREE @ 2 INCHES		COST PER TREE @ 2.5 INCHES		COST PER TREE @ 3 INCHES		COST PER TREE @ 2 INCHES		COST PER TREE @ 2.5 INCHES		COST PER TREE @ 3 INCHES		COST PER TREE @ 2 INCHES		COST PER TREE @ 2.5 INCHES		COST PER TR
1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT
\$180.00	\$180.00	\$220.00	\$220.00			\$200.00	\$200.00	\$250.00	\$260.00	\$300.00	\$310.00	\$212.00		\$239.00		\$252.00
\$185.00	\$185.00					\$200.00	\$200.00	\$250.00	\$250.00	\$300.00	\$300.00					
\$185.00	\$185.00	\$245.00	\$245.00			\$195.00	\$195.00	\$245.00	\$245.00	\$290.00	\$290.00					
\$175.00	\$180.00	\$220.00	\$220.00	\$260.00		\$165.00	\$160.00	\$210.00	\$200.00	\$279.00	\$270.00					
						\$190.00	\$190.00	\$225.00	\$215.00	\$259.00	\$249.00					
\$175.00	\$180.00					\$190.00	\$195.00	\$235.00	\$240.00	\$289.00	\$289.00	\$180.00		\$191.00		
\$155.00	\$160.00	\$185.00	\$185.00			\$165.00	\$165.00	\$205.00	\$205.00	\$259.00	\$259.00	\$195.00		\$219.00		\$242.00
\$175.00	\$175.00	\$220.00	\$220.00			\$165.00	\$170.00	\$195.00	\$195.00	\$269.00	\$279.00	\$233.00		\$244.00		\$254.00
\$175.00	\$175.00	\$220.00	\$220.00			\$200.00	\$200.00	\$250.00	\$250.00	\$300.00	\$300.00					
\$205.00	\$205.00					\$230.00	\$230.00	\$280.00	\$280.00	\$320.00	\$320.00					
\$205.00	\$205.00					\$230.00	\$230.00	\$280.00	\$280.00	\$320.00	\$320.00					
\$220.00	\$220.00					\$225.00	\$235.00	\$260.00	\$270.00	\$335.00	\$335.00					
\$175.00	\$175.00	\$215.00	\$215.00			\$175.00	\$175.00	\$210.00	\$210.00	\$265.00	\$265.00	\$196.00		\$206.00		\$253.00
						\$170.00	\$165.00	\$210.00	\$200.00	\$250.00	\$250.00					
\$175.00	\$175.00	\$215.00	\$215.00			\$180.00	\$185.00	\$220.00	\$220.00	\$285.00	\$275.00					
\$200.00	\$200.00					\$200.00	\$200.00	\$250.00	\$250.00	\$300.00	\$300.00	\$202.00				
\$165.00	\$170.00	\$195.00	\$200.00	\$230.00	\$240.00	\$190.00	\$185.00	\$240.00	\$235.00	\$285.00	\$280.00	\$180.00		\$234.00		\$252.00
						\$200.00	\$200.00	\$250.00	\$250.00	\$300.00	\$300.00	\$230.00		\$244.00		
\$130.00	\$140.00	\$170.00	\$180.00			\$200.00	\$220.00	\$240.00	\$240.00	\$280.00	\$280.00					
\$130.00	\$140.00	\$170.00	\$180.00			\$200.00	\$220.00	\$240.00	\$240.00	\$280.00	\$280.00	\$155.00		\$180.00		\$206.00
\$190.00	\$190.00	\$230.00	\$230.00	\$300.00	\$300.00	\$165.00	\$165.00	\$195.00	\$195.00	\$269.00	\$269.00	\$235.00		\$268.00		\$302.00
\$185.00	\$185.00	\$225.00	\$225.00			\$165.00	\$165.00	\$195.00	\$195.00	\$269.00	\$269.00	\$235.00		\$268.00		\$302.00
\$190.00	\$190.00	\$235.00	\$235.00			\$165.00	\$165.00	\$195.00	\$195.00	\$269.00	\$269.00	\$235.00		\$268.00		
						\$210.00	\$220.00	\$255.00	\$265.00	\$309.00	\$319.00					
\$190.00	\$190.00					\$175.00	\$175.00	\$209.00	\$209.00	\$279.00	\$279.00	\$235.00		\$268.00		
\$155.00	\$155.00	\$195.00	\$195.00			\$160.00	\$170.00	\$179.00	\$189.00	\$244.00	\$244.00	\$170.00		\$191.00		
\$175.00	\$175.00					\$165.00	\$170.00	\$190.00	\$190.00	\$265.00	\$275.00	\$235.00		\$239.00		\$273.00
\$160.00	\$160.00	\$200.00	\$200.00	\$240.00	\$240.00	\$174.00	\$174.00	\$205.00	\$205.00	\$269.00	\$269.00	\$230.00		\$244.00		
\$160.00	\$160.00	\$200.00	\$200.00	\$240.00	\$240.00	\$179.00	\$179.00	\$209.00	\$209.00	\$279.00	\$279.00					
\$170.00	\$170.00					\$184.00	\$184.00	\$219.00	\$229.00	\$289.00	\$299.00	\$230.00				
\$160.00	\$160.00	\$200.00	\$200.00	\$240.00	\$240.00	\$174.00	\$174.00	\$205.00	\$205.00	\$269.00	\$269.00	\$230.00		\$244.00		
<b>6' HEIGHT MINIMUM</b>						<b>6' HEIGHT MINIMUM</b>						<b>6' HEIGHT MINIMUM</b>				
						\$139.00	\$149.00					\$175.00				
						\$169.00	\$179.00									
						\$139.00	\$149.00									
<b>6' CLUMP MINIMUM</b>						<b>6' CLUMP MINIMUM</b>						<b>6' CLUMP MINIMUM</b>				
						\$219.00	\$229.00									
						\$219.00	\$219.00									
						\$180.00	\$180.00									
						\$190.00	\$195.00									
\$120.00	\$120.00					\$135.00	\$145.00					\$153.00				
\$120.00	\$120.00					\$165.00	\$175.00					\$153.00				





Goodmark Nurseries -- Wonder Lake, IL						Spring Grove Nursery, Inc. -- Mazon, IL					
COST PER TREE @ 2 INCHES		COST PER TREE @ 2.5 INCHES		COST PER TREE @ 3 INCHES		COST PER TREE @ 2 INCHES		COST PER TREE @ 2.5 INCHES		COST PER TREE @ 3 INCHES	
1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT	1 YEAR AGREEMENT	3 YEAR AGREEMENT
\$182.00	\$182.00	\$209.00	\$209.00			\$207.00	\$217.00	\$234.00	\$246.00	\$274.00	\$288.00
\$172.00	\$172.00					\$226.00	\$259.00	\$237.00	\$272.00		
						\$235.00	\$247.00	\$265.00	\$278.00	\$295.00	\$310.00
\$200.00	\$200.00					\$235.00	\$247.00	\$265.00	\$278.00	\$295.00	\$310.00
\$162.00	\$162.00	\$217.00	\$217.00	\$247.00	\$247.00	\$226.00	\$237.00	\$259.00	\$272.00	\$292.00	\$307.00
\$142.00	\$142.00					\$193.00	\$203.00	\$221.00	\$232.00	\$259.00	\$272.00
\$162.00	\$162.00	\$217.00	\$217.00	\$247.00	\$247.00	\$194.00	\$204.00	\$221.00	\$232.00	\$261.00	\$274.00
\$162.00	\$162.00	\$200.00	\$200.00			\$223.00	\$234.00	\$248.00	\$260.00	\$287.00	\$301.00
\$237.00	\$237.00										
\$299.00	\$299.00					\$270.00	\$284.00				
\$162.00	\$162.00					\$215.00	\$226.00	\$248.00	\$260.00	\$281.00	\$295.00
\$172.00	\$172.00										
\$142.00	\$142.00	\$182.00	\$182.00	\$194.00	\$194.00	\$226.00	\$237.00	\$259.00	\$272.00	\$292.00	\$307.00
\$236.00	\$236.00										
\$152.00	\$152.00	\$188.00	\$188.00	\$205.00	\$205.00	\$215.00	\$226.00	\$248.00	\$260.00	\$281.00	\$295.00
\$162.00	\$162.00	\$209.00	\$209.00			\$215.00	\$226.00	\$248.00	\$260.00	\$281.00	\$295.00
						\$204.00	\$214.00	\$233.00	\$245.00	\$270.00	\$284.00
						\$204.00	\$214.00	\$233.00	\$245.00	\$270.00	\$284.00
\$162.00	\$162.00	\$200.00	\$200.00			\$226.00	\$237.00	\$259.00	\$272.00	\$292.00	\$307.00
\$150.00	\$150.00	\$190.00	\$190.00			\$231.00	\$243.00	\$270.00	\$284.00	\$303.00	\$318.00
\$172.00	\$172.00					\$231.00	\$243.00	\$270.00	\$284.00	\$303.00	\$318.00
\$172.00	\$172.00					\$226.00	\$237.00	\$259.00	\$272.00	\$292.00	\$307.00
\$172.00	\$172.00					\$226.00	\$237.00	\$259.00	\$272.00	\$292.00	\$307.00
\$162.00	\$162.00	\$182.00	\$182.00	\$197.00	\$197.00	\$204.00	\$214.00	\$234.00	\$246.00	\$270.00	\$284.00
\$172.00	\$172.00	\$220.00	\$220.00			\$194.00	\$204.00	\$221.00	\$232.00	\$261.00	\$274.00
\$145.00	\$145.00	\$177.00	\$177.00	\$217.00	\$217.00	\$207.00	\$218.00	\$234.00	\$246.00	\$274.00	\$288.00
\$145.00	\$145.00	\$177.00	\$177.00	\$217.00	\$217.00	\$207.00	\$218.00	\$234.00	\$246.00	\$274.00	\$288.00
\$152.00	\$152.00	\$217.00	\$217.00								
\$145.00	\$145.00	\$177.00	\$177.00	\$217.00	\$217.00	\$207.00	\$218.00	\$234.00	\$246.00	\$274.00	\$288.00
<b>6' HEIGHT MINIMUM</b>						<b>6' HEIGHT MINIMUM</b>					
\$165.00	\$165.00					\$175.00	\$175.00				
\$195.00	\$195.00					\$175.00	\$175.00				
<b>6' CLUMP MINIMUM</b>						<b>6' CLUMP MINIMUM</b>					
						\$165.00	\$165.00				
\$117.00						\$155.00	\$155.00				
\$117.00						\$135.00	\$135.00				
\$117.00						\$135.00	\$135.00				

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

CONTRACTOR'S NAME: Goodmaric Nurseries  
 ADDRESS: 8920 Howe Road  
Wonder Lake, IL 60097  
 PHONE NUMBER: 815-653-9293

SCIENTIFIC NAME	COMMON NAME	COST PER TREE @ 2 INCHES		COST PER TREE @ 2.5 INCHES		COST PER TREE @ 3 INCHES	
		One year agreement	Three year agreement	One year agreement	Three year agreement	One year agreement	Three year agreement
		January 1, 2020 to December 31, 2020	January 1, 2020 to December 31, 2022	January 1, 2020 to December 31, 2020	January 1, 2020 to December 31, 2020	January 1, 2020 to December 31, 2020	January 1, 2020 to December 31, 2020
Acer miyabei 'Morton'	State Street Maple	\$182	\$182	1. \$209	\$209	\$ -	\$ -
Acer miyabei 'Royal Red'	Royal Red Maple	\$172	\$172	\$ -	\$ -	\$ -	\$ -
Aesculus x carnea 'Ft McNair'	Fort McNair Horsechestnut	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aesculus flava	Yellow Buckeye	\$200	\$200	\$ -	\$ -	\$ -	\$ -
Alnus glutinosa	Common/Black Alder	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carpinus carolinana	American Hornbeam	\$162	\$162	\$217	\$217	\$247	\$247
Catalpa speciosa	Northern Catalpa	\$142	\$142	\$ -	\$ -	\$ -	\$ -
Celtis occidentalis	Common Hackberry	\$162	\$162	\$217	\$217	2. \$247	\$247
Cercis Canadensis	Eastern Redbud	\$162	\$162	\$200	\$200	\$ -	\$ -
Fagus grandifolia	American Beech	\$237	\$237	\$ -	\$ -	\$ -	\$ -
Fagus sylvatica	European Beech	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ginko biloba	Ginko	\$299	\$299	\$ -	\$ -	\$ -	\$ -

SCIENTIFIC NAME	COMMON NAME	COST PER TREE @ 2 INCHES		COST PER TREE @ 2.5 INCHES		COST PER TREE @ 3 INCHES	
		One year agreement	Three year agreement	One year agreement	Three year agreement	One year agreement	Three year agreement
		January 1, 2020 to December 31, 2020	January 1, 2020 to December 31, 2022	January 1, 2020 to December 31, 2020	January 1, 2020 to December 31, 2022	January 1, 2020 to December 31, 2020	January 1, 2020 to December 31, 2022
Gymnocladus Dioicus	Kentucky Coffeetree	\$ 162	\$ 162	\$ —	\$ —	\$ —	\$ —
Larix decidua	Common Larch	\$ 172	\$ 172	\$ —	\$ —	\$ —	\$ —
Liriodendron tulipifera	Tulip Tree	\$ 142	\$ 142	\$ 182	\$ 182	\$ 194	\$ 194
Nyssa sylvatica	Black Tupelo	\$ 236	\$ 236	\$ —	\$ —	\$ —	\$ —
Platanus x acerifolia 'Morton Circle'	Exclamation London Planetree	\$ 152	\$ 152	\$ 188	\$ 188	\$ 205	\$ 205
Populus tremuloides	Aspen	\$ 162	\$ 162	\$ 209	\$ 209	\$ —	\$ —
Pyrus Calleryana 'Aristocrat'	Aristocrat Pear	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Pyrus Calleryana 'Glenn's Form'	Chanticleer Pear	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Quercus bicolor	Swamp White Oak	\$ 162	\$ 162	\$ 200	\$ 200	\$ —	\$ —
Quercus macrocarpa	Bur Oak	\$ 150	\$ 150	\$ 190	\$ 190	\$ —	\$ —
Quercus mehlenbergii	Chinkapin Oak	\$ 172	\$ 172	\$ —	\$ —	\$ —	\$ —
Quercus robur x 'Alba Crimschmidt'	Crimson Spire Oak	\$ 172	\$ 172	\$ —	\$ —	\$ —	\$ —
Quercus rubra	Red Oak	\$ 172	\$ 172	\$ —	\$ —	\$ —	\$ —
Taxodium distichum	Bald Cypress	\$ 162	\$ 162	\$ 182	\$ 182	\$ 197	\$ 197
Tilia cordata 'Greenspire'	Greenspire Linden	\$ 172	\$ 172	\$ 220	\$ 220	\$ —	\$ —



SCIENTIFIC NAME	COMMON NAME	COST PER TREE @ 2 INCHES		COST PER TREE @ 2.5 INCHES		COST PER TREE @ 3 INCHES	
		One year agreement	Three year agreement	One year agreement	Three year agreement	One year agreement	Three year agreement
		January 1, 2020 to December 31, 2020	January 1, 2020 to December 31, 2022	January 1, 2020 to December 31, 2020	January 1, 2020 to December 31, 2022	January 1, 2020 to December 31, 2020	January 1, 2020 to December 31, 2022
Ulmus x Accolade	Accolade Elm	\$ 145	\$ 145	\$ 177	\$ 177	\$ 217	\$ 217
Ulmus carpinifolia 'New Horizon'	New Horizon Elm	\$ 145	\$ 145	\$ 177	\$ 177	\$ 217	\$ 217
Ulmus frontier	Frontier Elm	\$ 152	\$ 152	\$ 217	\$ 217	\$ -	\$ -
Ulmus 'Morton Glossy'	Triumph Elm	\$ 145	\$ 145	\$ 177	\$ 177	\$ 217	\$ 217
<b>6' HEIGHT MINIMUM</b>							
Picea pungens	Colorado Spruce	\$ 165	\$ 165	\$ -	\$ -	\$ -	\$ -
Pinus nigra var. nigra	Austrian Pine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pinus strobus	White Pine	\$ 195	\$ 195	\$ -	\$ -	\$ -	\$ -
<b>6' CLUMP MINIMUM</b>							
Sargent Crabapple		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adams Crabapple		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shadblow Serviceberry		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pagoda Dogwood		\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -
River Birch		\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -
Whitespire Birch		\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -

**1. COST OF WORK:**

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

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



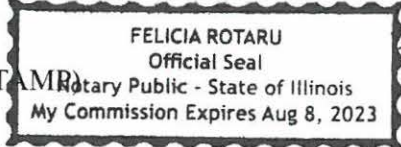
Dated at Chase Bank this 7<sup>th</sup> day of January, 2020.

By: Paul M Ayers  
(signature)

Its: Nursery manager  
Title

Paul M Ayers, being duly sworn, deposes and states that he/she is the  
Manager of Goodmark Nurseries and that the statement above is

true and correct. Subscribed and sworn before me this 07<sup>th</sup> day of January, 2020

(NOTARY STAMP)  Felicia Rotaru  
Notary Public

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

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



# REQUEST FOR BOARD ACTION

---

**MEETING DATE:** February 11, 2020

**DEPARTMENT:** Public Works

**SUBJECT:** Airport Ground Lease for Hangar PAP-1A

## EXECUTIVE SUMMARY

---

The Lake in the Hills Airport Rules and Regulations require airport tenants to enter into applicable leases, licenses, or storage agreements for Village owned hangers. Alan Hanke is requesting a new ground lease on Hangar PAP-1A. This lease is for the period of February 14, 2020 to February 14, 2040. The lease includes an option to renew for four additional five-year terms.

Mr. Hanke has signed the appropriate lease form and already has acceptable proof of insurance on file for another hangar he owns. A background check was previously completed and no issues were found by the Lake in the Hills Police Department.

## FINANCIAL IMPACT

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The Airport Fund will receive \$2,574.96 annually from the ground lease and another \$456 from electrical fees, subject to annual increases approved by ordinance.

## ATTACHMENTS

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1. Proposed Ordinance
2. PAP-1A 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-1A with Alan Hanke of Crystal Lake, IL.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-\_\_\_\_\_

**An Ordinance Authorizing the Approval of a Ground Lease  
between the Village of Lake in the Hills and Alan Hanke 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 as granted in the Constitution of the State of Illinois.

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 Alan Hanke for PAP-1A at the Lake in the Hills Airport:

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 13th day of February, 2020 by roll call vote as follows:

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

APPROVED THIS 13TH DAY OF FEBRUARY, 2020

\_\_\_\_\_  
Village President, Russ Ruzanski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Cecilia Carman

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 13<sup>th</sup> day of February, 2020 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Lessor”) and C414-386 LLC c/o Alan Hanke (the “Lessee”).

WITNESSETH:

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

**[PAP-1A]**

Lot dimensions: 46’ X 21’ ; 19’6” X 23’8” (The “Premises”).

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on February 14, 2020 and shall continue for a period of 20 years and shall terminate February 14, 2040 (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:**

C414-386 LLC  
c/o Alan Hanke  
P.O. Box 925  
Crystal Lake, IL 60039

**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**

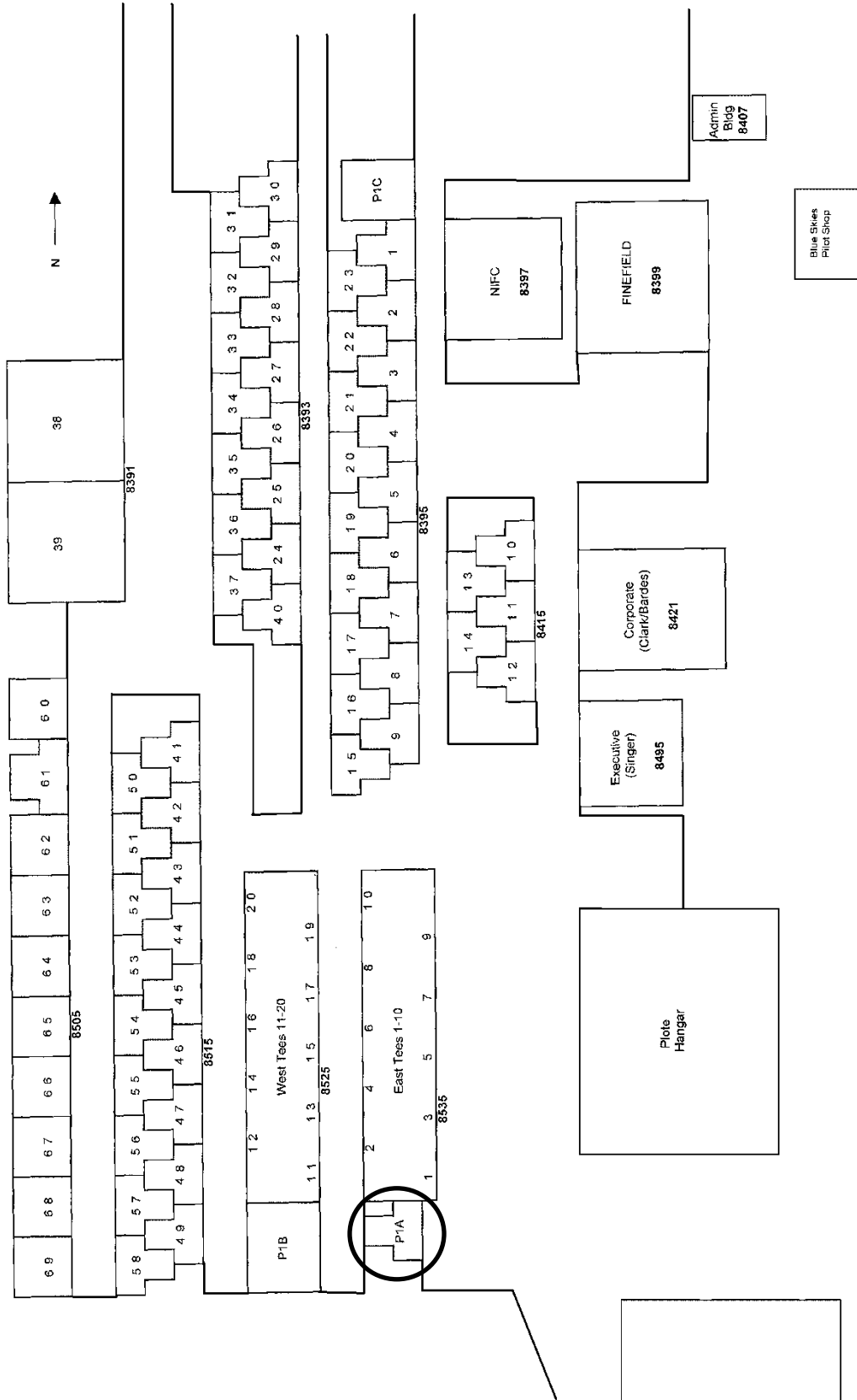
Attest: \_\_\_\_\_  
**Village Clerk**

[LESSEE] Alan Hanke

By: \_\_\_\_\_  
Alan Hanke

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

# EXHIBIT A PREMISES



**EXHIBIT B  
RENT SCHEDULE**

**Village Owned Facility Leases and Tie Downs**

<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
Hard surface tie downs	\$90.00	Monthly
Grass tie downs	\$60.00	Monthly
East and West T-Hangar Building Leases	\$299.00	Monthly
Maintenance Hangar Building Lease	\$2,881.78	Monthly
8603 Pyott Road Building Lease	\$2,075.91	Monthly

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

**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.

<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
Square Hangars	\$12.42*	Cents per Month
T-Hangar Size A (39'3" x 14'8"; 16'6" x 14'7" approx..)	\$191.45	Monthly
T-Hangar Size B (42'3" x 18'; 16'5" x 20'7" approx..)	\$199.17	Monthly
T-Hangar Size C (46' x 21'; 19'6" x 23'8" approx..)	\$214.58	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**

<b>Breaker Size (Amps)</b>	<b>Monthly Fee (USD)</b>	<b>Comments</b>
20	\$9	Single breaker serves 3 individual hangars
20	\$13	Single breaker serves 2 individual hangars
20	\$26	Fee per individual breaker
30	\$38	Fee per individual breaker
40	\$51	Fee per individual breaker
50	\$64	Fee per individual breaker
60	\$77	Fee per individual breaker

## **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.

## **Non-Aeronautical Storage**

The following non-aeronautical storage lease rates shall be effective upon execution of a new lease:

<b>Area in Square Feet</b>	<b>Monthly Rental Rate</b>
10x10	\$33
10X30	\$75

## **Waiver to Late Fees**

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

1. A written request to waive the late fee must be presented to the Finance Department; and
2. The Finance Department must receive the written request to waive the late fee by the last business day of the month the payment was due and was not received until after the 10<sup>th</sup> of the same month; and
3. The tenant has displayed a good payment history during the preceding 12 months. A good payment history shall be defined as having a) no late fees posted to the account, and b) no late fee waiver requested for the account during the preceding 12 months and c) no returned payments associated with the account.

**EXHIBIT C  
PLANS**

Not applicable.