



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

JUNE 9, 2020
7:30 P.M.

AGENDA

Due to the Governor's order restricting gatherings of people, and in an effort to minimize the potential spread of COVID-19, the Village reserves the right to restrict attendance to the meetings. The Village encourages anyone who wishes to address the Village Board to submit a written statement to be read aloud at the meeting. Please submit such a written statement to Village Administrator Jennifer Clough **by 4pm on June 9, 2020**. You may also join the meeting remotely by dialing 1-872-240-3311, access code 154-837-949. Please be aware that the meeting will be recorded.

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. Public Works
 1. Contracts for Richard Taylor Skate Park and Horner Playground Replacement Projects
 2. Sublease Agreement with Joe Standley, d/b/a Pilot Training Courses - Airport Office Space
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
 - A. Proclamation – PRIDE Month – June (Thursday evening)
7. Audience Participation
8. Motion to enter into Closed Session for Approval/Semi-Annual Review of Closed Session Minutes and to discuss appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2 (c)).

9. Adjournment

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

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

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: June 09, 2020

DEPARTMENT: Public Works

SUBJECT: Richard Taylor Skate Park and Horner Playground Replacement Awards

EXECUTIVE SUMMARY

This year, the Village plans to replace the existing skate park equipment at Richard Taylor Park and the existing playground equipment at Horner Park, Echo Park, and Edward Hynes Park.

Request For Simplified Proposals

In January, Village staff released a Request For Simplified Proposals requesting replacement design concept plans and through this process, Village staff received design concept plans for each location. Village staff then released a survey in February requesting resident feedback on the initial design concept plans. After reviewing the February survey results, one desired feature that was repeatedly mentioned in the survey was a zip-line. As such, Village staff contacted the playground vendors at the end of February, provided them with a copy of the survey results and gave them the option of adding one or more additional design concept plans. The playground vendors responded by providing Village staff with eight additional design concept plans, for a total of 29 design concept plans.

March 5th Focus Group and Parks and Recreation Board Meeting

In February, Village staff released a press release inviting residents to a March 5th Focus Group Meeting at Village Hall. At the Focus Group meeting, each design concept plan was on display and the public was given an opportunity to comment on each design. Immediately following the Focus Group meeting, the Parks and Recreation Board met and used the public input to select three "final" design concepts for each location. Following the March 5th Parks and Recreation Board Meeting, the vendors that submitted the three "final" design concepts for each location were asked to participate in a Request For Proposal (RFP) process that requested pricing and a final design proposal.

Request For Proposal (RFP)

On March 9th, the vendors that submitted the three "final" design concepts for each location were invited to participate in a competitive bid process. The RFP opening occurred on March 18th and the RFP bid tabulation is attached as Attachment 1. Although two skate park design vendors were selected as "finalists" for the replacement of the Richard Taylor Skate Park, one vendor decided not to continue to participate in this process and cited the Illinois Prevailing Wage Act requirement and the costs they would need to bear to travel to Illinois from California as reasons why they decided to not participate in the RFP. It should be noted that Village staff contacted all known skate park vendors in January, encouraged them to participate in this process, but many of the skate park vendors were not willing to participate and cited the distance between their operation and Illinois as a common reason.

Second Village Resident Survey and April 2nd Parks and Recreation Board Meeting

Leading up to the April 2nd Parks and Recreation Board Meeting, a second Village resident survey that included the “final” design concept plans was posted to the Village website and the results of this survey are included as Attachment 2.

On April 2nd, after reviewing the “final” design concept plans as well as the results from the second Village resident survey, the Parks and Recreation Board provided the following recommendations to Village staff:

Location	Second Village Resident Survey	Parks and Recreation Board Design Concept Plan	
	Favorite	Recommendation	Color Choice
Richard Taylor Skate Park	One	One	No changes
Horner Park Playground	One	Three	No changes
Echo Park Playground	Three	Three	Change colors to earth tone
Edward Hynes Park Playground	Two	Two	Change colors to Island Oasis

Village Board Meetings

After discussing 2020 playground and skate park replacement awards at the April 9th combined meeting, the Village Board decided to delay voting on the contract awards due to the recent economic uncertainty brought on by the COVID-19 pandemic. At the May 14th Village Board Meeting, the Village Board voted to approve the Echo Park and Edward Hynes park playground awards, but choose not to award the other two replacement projects.

At the May 28th combined meeting, the Village Board expressed an interest in reconsidering the Richard Taylor Skate Park and Horner Park Playground submittals at the June 9th Committee of the Whole Meeting and asked Village staff to contact the vendors that submitted the submittals to ask if they would be willing to hold their pricing through the end of June. Village staff are pleased to report the both vendors are willing to extend their pricing through the end of June.

FINANCIAL IMPACT

The Richard Taylor Skate Park and Horner Park Playground replacements are included in the 2020 Village Budget in the following funds:

Location	Fund	Budget	Award Amount	Amount Under Budget
Richard Taylor Skate Park	Capital	\$110,000.00	\$110,000.00	\$0.00
Horner Park Playground	Capital	\$76,500.00	\$76,194.00	\$306.00

If approved, both replacement projects would be funded by Capital Fund Account 490.00.00-80.08. To date, this account is under budget by \$94,475 due to the 1109 Pyott Road and 9017 Haligus demolition project and the parking lot resurfacing project both coming in under budget. Also, it is expected that the Police Station Schematic Design is on hold for FY 2020, which would add another \$230,000 to the budget savings, bringing the total to \$324,475.

It should be noted that if the Village does not decide to move forward with these replacement projects this year, the Village may need to begin closing off certain features if Village staff are unable to obtain replacement components, as components begin to fail.

ATTACHMENTS

1. RFP Bid Tabulation
2. Second Village Resident Survey Results
3. Richard Taylor Skate Park design concept plan
4. Richard Taylor Skate Park pricing extension letter
5. Horner Park Playground design concept plan
6. Horner Park Playground pricing extension letter

RECOMMENDED MOTIONS

Motion to award a contract to American Ramp Company of Joplin, MO, for the replacement of the Richard Taylor Skate Park in the amount of \$110,000.00.

Motion to award a contract to the Kenneth Company of Warrenville, IL, for the replacement of the Horner Park Playground in the amount of \$76,194.00.

Lake in the Hills Public Works Department

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Peter D'Agostino, Administrative Services Manager
Date: March 18, 2020
Subject: RFP Results - 2020 Playground and Skate Park RFP's

The RFP openings for the replacement of the existing skate park equipment at Richard Taylor Park as well as the existing playground equipment at Horner Park, Echo Park and Edward Hynes Park was held at the Village of Lake in the Hills Public Works Facility today at 9:00 a.m. I conducted the RFP opening and in attendance was Brian Nied from Team Reil. The RFP submittal pricing for each location are as follows:

Location: Richard Taylor Skate Park

Vendor	Bid Amount
American Ramp Company	\$ 110,000.00

Location: Horner Park Playground

Vendor	Bid Amount
Green-Up (NuToys)	\$ 76,500.00
The Kenneth Company (Play Illinois)	\$ 76,016.00
The Kenneth Company (Play Illinois)	\$ 76,194.00

Location: Echo Park Playground

Vendor	Bid Amount
Team REIL	\$ 87,980.00
Green-Up (NuToys)	\$ 95,600.00
The Kenneth Company (Play Illinois)	\$ 95,594.00

Location: Edward Hynes Park Playground

Vendor	Bid Amount
The Kenneth Company (Play Illinois)	\$ 76,479.00
Team REIL	\$ 76,245.00
The Kenneth Company (Play Illinois)	\$ 76,499.00

Village staff plan to present the RFP submittals to the Parks and Recreation at their April 2, 2020 meeting. The Parks and Recreation Board will then select one proposal for each location for Village Staff to recommend to the Village Board of Trustees at an April 2020 Village Board Meeting.

Q1 What is your address?

Answered: 67 Skipped: 0

2020 Playground and Skate Park Replacements Final Survey

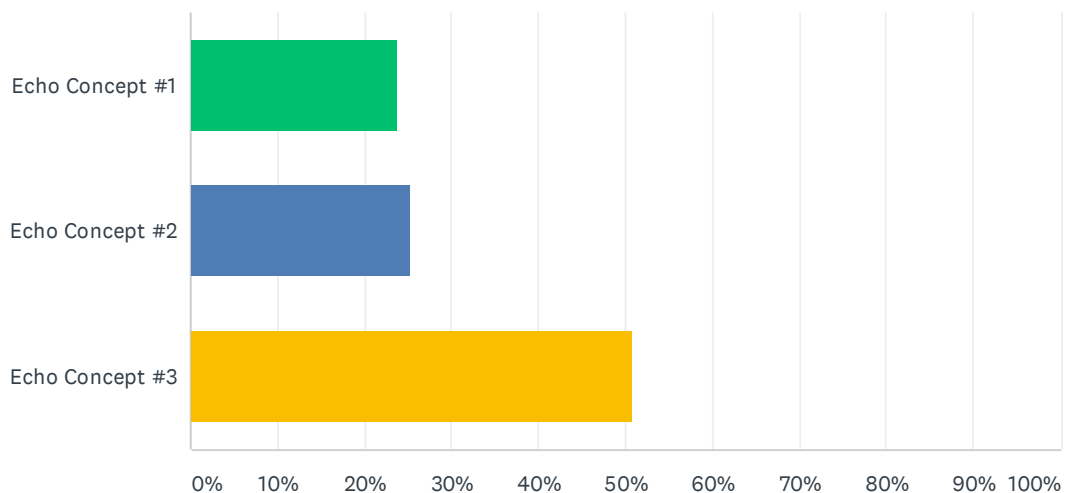
#	RESPONSES	DATE
1	1182 Prides Run Lake in the Hills	3/30/2020 8:18 PM
2	419 Prides Run	3/30/2020 7:55 PM
3	419 Prides Run	3/30/2020 7:48 PM
4	897 dartmoor dr Crystal lake I'll 60014	3/30/2020 6:24 AM
5	19 E. Oak st. Lake in the hills IL	3/28/2020 4:43 PM
6	1 Fairhaven Court	3/28/2020 2:22 PM
7	443 Harvest Gate	3/27/2020 7:41 PM
8	241 Wedgewood Circle	3/27/2020 7:35 PM
9	415 harvest gate	3/27/2020 9:54 AM
10	313 Pheasant Trail	3/27/2020 8:39 AM
11	410 Starwood pass Lake in the hills, IL	3/27/2020 8:05 AM
12	1133 Starwood Pass	3/27/2020 7:55 AM
13	3 micheal ct	3/27/2020 12:49 AM
14	409 Harvest Gate	3/26/2020 10:55 PM
15	1144 Heavens Gate	3/26/2020 9:32 PM
16	1144 Heavens Gate	3/26/2020 9:29 PM
17	2810 Hillsboro Lane Lake in the hills 60156	3/26/2020 9:17 PM
18	2810 Hillsboro In	3/26/2020 9:05 PM
19	426 Starwood pass	3/26/2020 8:41 PM
20	3021 Hillsboro Lane, LITH	3/26/2020 7:35 PM
21	445 Harvest Gate	3/26/2020 7:31 PM
22	1203 Elm st	3/26/2020 6:59 PM
23	11 Hunters Path	3/26/2020 6:57 PM
24	11 Hunters Path Lake in the Hills IL	3/26/2020 6:56 PM
25	5110 Princeton lane	3/26/2020 6:55 PM
26	414 Starwood Pass	3/26/2020 6:50 PM
27	1187 Prides Run Lake in the Hills	3/26/2020 6:48 PM
28	331 hiawatha dr lake in the hills, IL 60156	3/26/2020 6:43 PM
29	Lorree In	3/26/2020 6:36 PM
30	416 Starwood Pass LITH	3/26/2020 6:34 PM
31	800 Peachtree Court lake in the hills	3/26/2020 6:30 PM
32	2661 stanton circle	3/26/2020 6:14 PM
33	11 Hunters Path	3/26/2020 6:14 PM
34	2540 Cadbury Circle	3/26/2020 5:49 PM
35	4616 magnolia lane LITH	3/26/2020 5:26 PM
36	216 cool stone bend	3/26/2020 4:47 PM
37	3 flowerfield	3/26/2020 4:45 PM

2020 Playground and Skate Park Replacements Final Survey

38	600 Harvest Gate	3/26/2020 4:42 PM
39	117 Crystal Lake Rd	3/26/2020 4:36 PM
40	1143	3/26/2020 3:50 PM
41	1143 heavens gate	3/26/2020 3:49 PM
42	1142 Starwood	3/26/2020 3:36 PM
43	13 Middlefield Ct Lake in the Hills	3/26/2020 2:53 PM
44	435 Prides Run Lake in the Hills	3/26/2020 2:51 PM
45	998 Viewpoint Dr	3/26/2020 2:46 PM
46	2954 Impressions Dr, Lake in the Hills	3/26/2020 2:37 PM
47	2954 impressions drive, lake in the hills	3/26/2020 2:34 PM
48	16 Westminster Ct Lake in The Hills	3/26/2020 2:33 PM
49	46 Hilltop	3/26/2020 2:21 PM
50	418 Prides run	3/26/2020 1:51 PM
51	1185 Heavens Gate	3/26/2020 1:32 PM
52	402 Prides Run, Lake in the Hills	3/26/2020 1:26 PM
53	1182 prides run	3/26/2020 1:26 PM
54	1402 Deer Creek In.	3/26/2020 1:25 PM
55	1209 poplar st	3/26/2020 1:23 PM
56	5 Westminster Ct.	3/26/2020 1:23 PM
57	2931 Brisbane Dr	3/26/2020 1:04 PM
58	119 Oakleaf Rd, Lake in the hills	3/26/2020 12:56 PM
59	5625 savoy drive LITH	3/26/2020 12:54 PM
60	4981 Princeton lane	3/26/2020 12:46 PM
61	21 pershing ave	3/26/2020 9:35 AM
62	308 Harvest Gate	3/26/2020 9:01 AM
63	2751 Brisbane Drive	3/25/2020 1:31 PM
64	183 Northlight Passe	3/24/2020 10:30 PM
65	222 Indian Trail	3/24/2020 12:25 PM
66	10148 Fleetwood Street	3/24/2020 11:45 AM
67	1047 viewpoint dr, lake in the hills, il, 60156	3/24/2020 11:11 AM

Q2 Please review the Echo Park Playground concept plans below and use the dropbox below to select your favorite.

Answered: 63 Skipped: 4



ANSWER CHOICES	RESPONSES	
Echo Concept #1	23.81%	15
Echo Concept #2	25.40%	16
Echo Concept #3	50.79%	32
TOTAL		63

ECHO PARK Concept #1

LAKE IN THE HILLS

2020

Est. 1991
Team REIL Inc.
SALES • SERVICE • CONSTRUCTION





Burke
PLAY THAT MOVES YOU

Concept #3



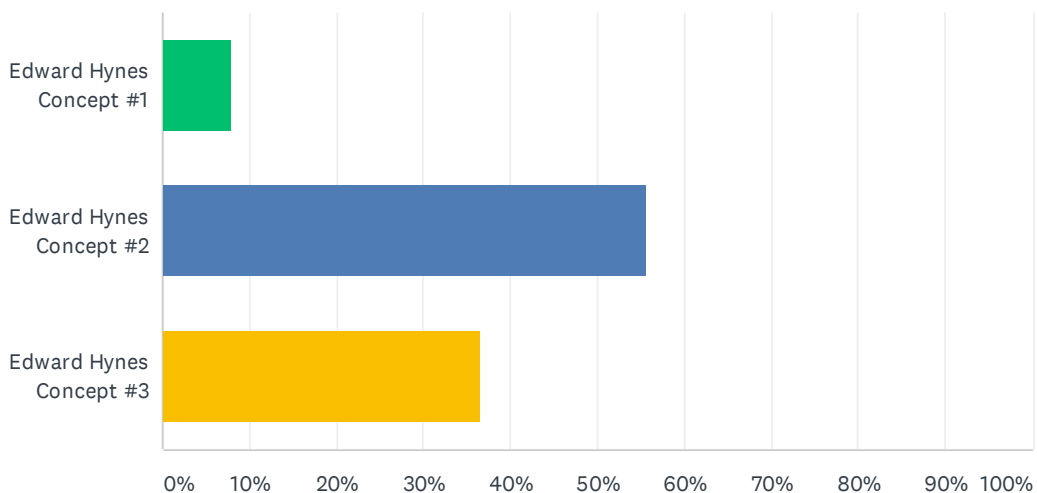
PROPOSAL: 129-126822-2

ECHO PARK



Q3 Please review the Edward Hynes Park Playground concept plans below and use the dropbox below to select your favorite.

Answered: 63 Skipped: 4



ANSWER CHOICES	RESPONSES
Edward Hynes Concept #1	7.94% 5
Edward Hynes Concept #2	55.56% 35
Edward Hynes Concept #3	36.51% 23
TOTAL	63

Burke Concept #1
PLAY THAT MOVES YOU

BCIBURKE.COM | 800.266.1250



PROPOSAL: 129-126832-4

EDWARD WILLIAM HYNES PARK



EDWARD HYNES Concept #2

Lake in the Hills, IL.

Est. 1991
Team REIL Inc.
SALES • SERVICE • CONSTRUCTION
Miracle



Burke
PLAY THAT MOVES YOU.

Concept #3

BCIBURKE.COM | 800.266.1250



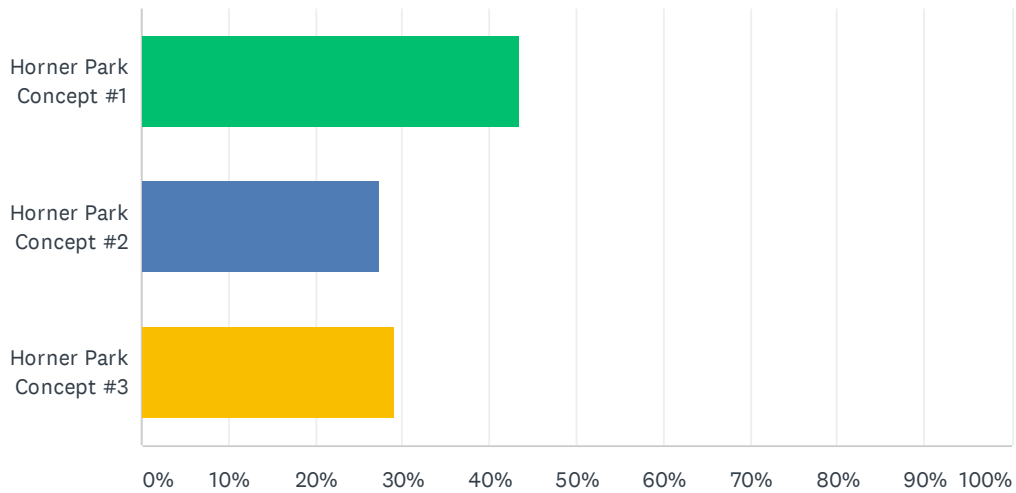
PROPOSAL: 129-126832-3

EDWARD WILLIAM HYNES PARK



Q4 Please review the Horner Park Playground concept plans below and use the dropbox below to select your favorite.

Answered: 62 Skipped: 5



ANSWER CHOICES	RESPONSES	
Horner Park Concept #1	43.55%	27
Horner Park Concept #2	27.42%	17
Horner Park Concept #3	29.03%	18
TOTAL		62

Concept #1

Horner Park



Concept #2

Burke
PLAY THAT MOVES YOU.



HORNER PARK

PROPOSAL: 129-126838-2



Concept #3

Burke
PLAY THAT MOVES YOU.



HORNER PARK

PROPOSAL: 129-126839-2



Q5 Although two skate park design vendors were selected as "finalists" for the replacement of the Richard Taylor Skate Park, one vendor has decided not to continue to participate in this process. Below is the final design concept plan for the Richard Taylor Skate Park, which was designed based on Village resident feedback. If you have any comments on this design concept plan, please leave your comments in the box below.

Answered: 6 Skipped: 61

#	RESPONSES	DATE
1	The Lakehouse Tattoo would like to be involved in some aspect, if you'd like. Would love to donate art or sponsor an event. Thanks! Rob Downs rvd836@gmail.com	3/26/2020 7:04 PM
2	looks rad! yes yes to the mini-ramp!	3/26/2020 6:51 PM
3	Make it more colorful! :)	3/26/2020 12:56 PM
4	Nice!	3/26/2020 9:04 AM
5	More box ramps and a separate half pipe because the teenagers can be too rough for kids who like to skate	3/25/2020 1:34 PM
6	Can you incorporate that old roller instead fo the spine	3/24/2020 11:14 AM



**CONCEPT DESIGN
SKATE PARK FEATURE LEGEND**

- 1. 4' - 5' Escalating Quarterpipe
- 2. 2.5' Spine Ramp
- 3. 2' Fun Box with Hubba Ledge & Rail
- 4. 4' Bank Ramps
- 5. Skateboard Bench
- 6. 4' Halfpipe

APPENDIX 1
SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
---------	-----------	--------------------------------------

No deviations from minimum standards.

**APPENDIX 2
REFERENCE SCHEDULE**

1. Organization Tinley Park Park District - Tinley Park, IL
Contact Person Ryan Veldman
Telephone number (708) 342-4200
Work Description Concept design, design engineering, production,
and installation of community skate park.
2. Organization Palatine Park District - Palatine, IL
Contact Person Jim Holder
Telephone number (847) 705-5131
Work Description Public design development, concept design and design
engineering, production, and installation of community skate park.
3. Organization Quincy Park District - Quincy, IL
Contact Person Rome Frericks
Telephone number (217) 919-0290
Work Description Concept design, design engineering, production,
and installation of community skate park.
4. Organization Lockport Park District - Lockport, IL
Contact Person Greg Ludwig
Telephone number (815) 838-5016 ext. 2
Work Description Concept design, design engineering, production,
and installation of community skate park.
5. Organization Glenview Park District - Glenview, IL
Contact Person Ken Wexler
Telephone number (224) 521-2264
Work Description Concept design, design engineering, production,
and installation of community skate park.

**APPENDIX 3
SUBCONTRACTORS WHO WILL PERFORM WORK ON THE PROJECT**

Name	Address	Work to be performed
None - will self perform		

APPENDIX 4
VILLAGE OF LAKE IN THE HILLS
PROPOSAL CERTIFICATION FORM

Skate Park Equipment Purchase and Installation for the Richard Taylor Skate Park

COMPANY NAME: American Ramp Company
CONTACT PERSON: Jeremy Jones
ADDRESS: 601 S McKinley Ave., Joplin, MO 64801
TELEPHONE: (417) 483-9513
EMAIL: jeremy@americanrampcompany.com

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 PROPOSERS, 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 Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

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

FOR THE LUMP SUM OF ONE HUNDRED TEN THOUSAND Dollars
(\$ 110,000.00)

PROPOSED MANUFACTUER: American Ramp Company

PROPOSED INSTALLER: American Ramp Company

1. COSTS:

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

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

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

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

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

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

2. DELIVERY REQUIREMENTS:

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

3. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for the Skate Park Equipment Purchase and Installation for the Richard Taylor Skate Park project, [he/she] will completely perform the contract in strict accordance with its terms and conditions by August 1, 2020.

4. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said Skate Park Equipment Purchase and Installation for the Richard Taylor Skate Park, in accordance with the following specifications and drawings (if required) as attached.

5. CONDITIONS:

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

Dated at Joplin, Missouri this 16th day of March, 2020.

By: [Signature]
(Signature of President or designee)

Its: President
Title

Natha Bemo, being duly sworn, deposes and states that he/she is the _____

President of American Ramp Company and that the statement above is

true and correct. Subscribed and sworn before me this 16th day of March, 2020

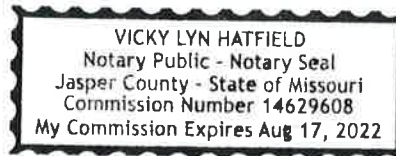
(NOTARY STAMP) Vicky Lyn Hatfield
Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20____

By: _____
(signature)

Title: _____





REQUEST FOR PROPOSAL:
**SKATE PARK EQUIPMENT AND INSTALLATION FOR THE
RICHARD TAYLOR PARK SKATE PARK**
Village of Lake in the Hills, IL



CONTENTS

COVER LETTER	3
QUALIFICATIONS	4
PROJECT REFERENCES	5-9
TAYLOR SKATE PARK DESIGN PROPOSAL	10-11
PROPOSED SCHEDULE	12
ITEMIZED PRICING	13
ASTM STANDARDS	13
COLOR OPTIONS	13
WARRANTY INFORMATION	14-15
PROJECT TEAM	16-19



COVER LETTER

March 16, 2020

Dear Village of Lake in the Hills,

Hello from American Ramp Company! Thank you again for providing our team the opportunity to present the village with our concept proposal for the replacement of the skate park at Richard Taylor Park. This is a project we've followed for several years and have provided info for planning and high level design at different points. As such, we are uniquely familiar with the project and site and have a special interest in its success.

You will find we've included several hard copies of our proposal brochure, a poster of the skate park design, and the original signed bid documents for the Richard Taylor Park skate park replacement. We have also provided a electronic versions of documents on the included flash drive. In these pages you'll find our proposal, firm qualifications, company info, and relevant project references.

We know you'll find the information we've provided useful, but we look forward to answering any questions that you may have.

Respectfully,

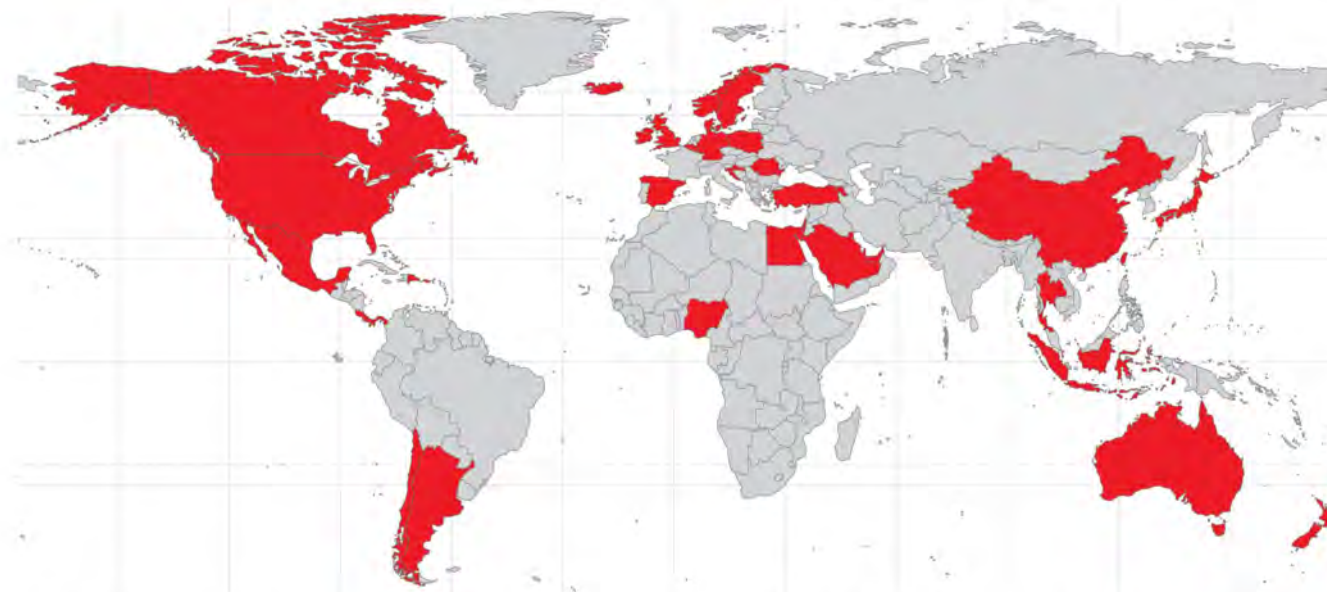
Jeremy Jones
Action Sports Development Manager
American Ramp Company
417-206-6816 (x104)
jeremy@americanrampcompany.com

American Ramp Company
601 S. McKinley Ave.
Joplin, MO 64801

QUALIFICATIONS

American Ramp Company is an international company that operates out of a fully equipped 57,000 sq. ft. corporate office and manufacturing facility located in Joplin, MO. Our team uses state-of-the-art network infrastructure to operate a variety of design, engineering and management software. In addition, American Ramp Company operates a CNC router to cut with laser precision and ensure that all manufactured materials are perfect every time.

Our creative team is qualified in multiple disciplines to handle skatepark projects from promotion to conception to construction. American Ramp Company offers custom skatepark design services to municipalities, architects, engineers, landscape architects, contractors, and private interest groups. All our designers are skateboarders or BMXers making them uniquely qualified to understand current action sports' trends and safety issues. Combined expertise in landscape architecture, project management, and action sports marketing make American Ramp Company the top choice for skatepark development, design, and construction.



20 YEARS | 40+ COUNTRIES | 3000+ PROJECTS



americanrampcompany.com



PALATINE PARK DISTRICT SKATE PARK
PALATINE, IL

SCOPE OF SERVICES:

Design, manufacturing, and installation.

PROJECT COMPLETION:

2019

CONTACT:

Jim Holder
Superintendent of Parks & Planning
847-705-5131
jholder@palatineparks.org



TINLEY PARK DISTRICT SKATE PARK

TINELY, IL



SCOPE OF SERVICES:

Design, manufacturing, and installation.

PROJECT COMPLETION:

April 2016

CONTACT:

Sandy Chevalier
Parks and Recreation Director
708-342-4216
sandy.chevalier@tinleyparkdistrict.org



LOCKPORT PARK DISTRICT SKATE PARK

LOCKPORT, IL



SCOPE OF SERVICES:

Design, manufacturing, and installation.

PROJECT COMPLETION:

August 2018

CONTACT:

Greg Ludwig
Project Coordinator & ADA Coordinator
(815) 838-1183
GLudwig@lockportpark.org



GLENVIEW PARK DISTRICT SKATE PARK

GLENVIEW, IL



SCOPE OF SERVICES:

Design, manufacturing, and installation.

PROJECT COMPLETION:

April 2019

CONTACT:

Ken Wexler
Park Planner
224-521-2552
Ken.Wexler@GlenviewParks.org



LINCOLN PARK SKATEPARK

QUINCY, IL



SCOPE OF SERVICES:

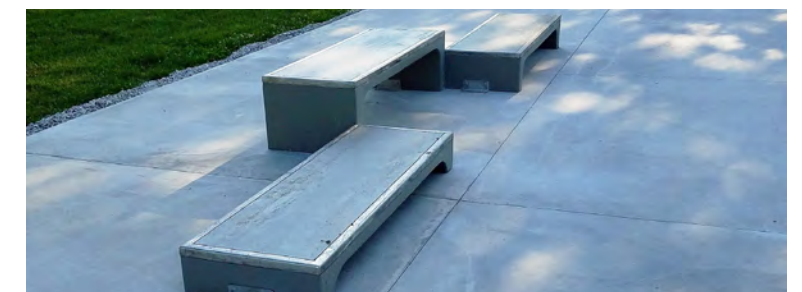
Design, manufacturing, and installation.

PROJECT COMPLETION:

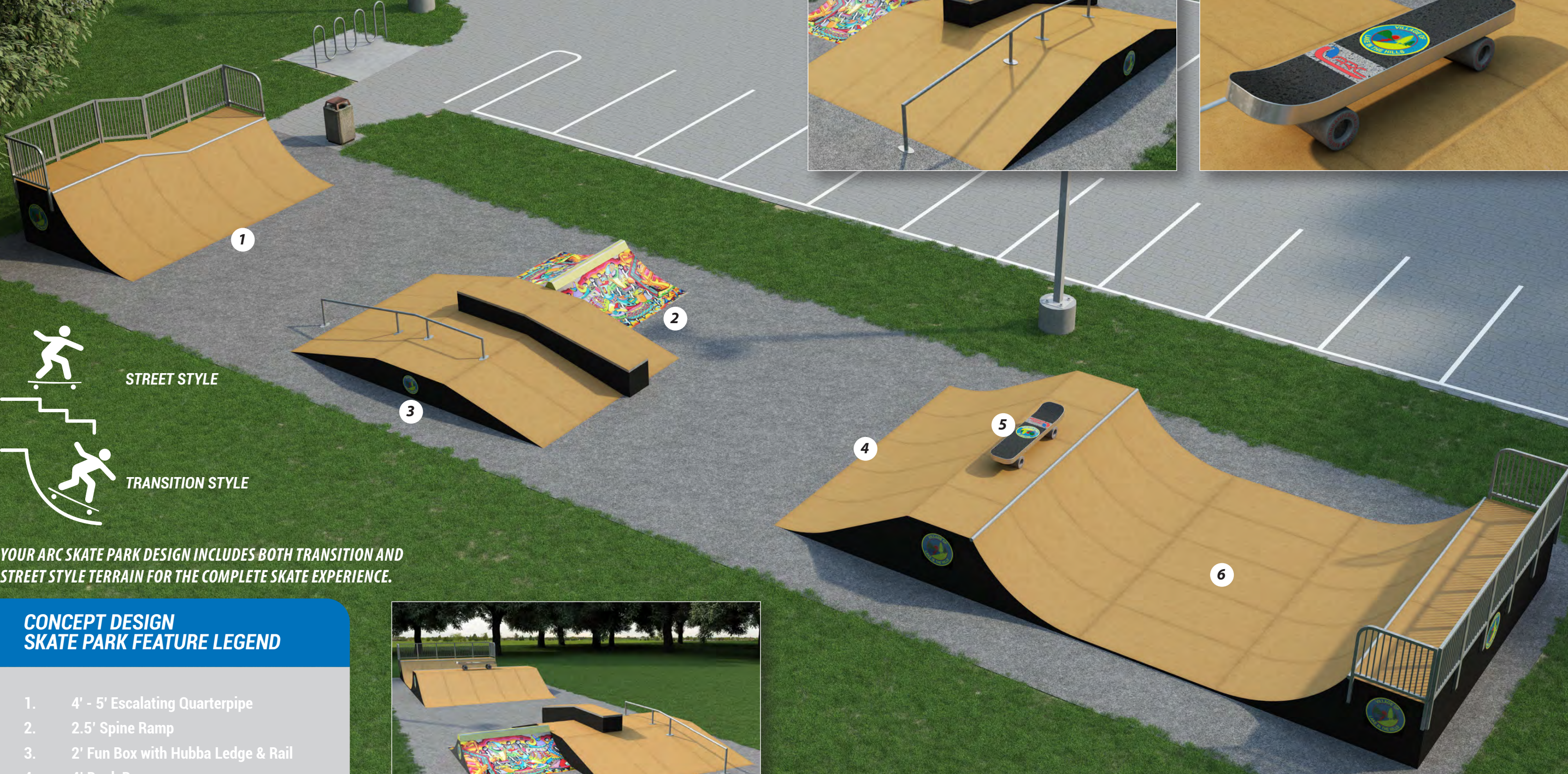
May 2017

CONTACT:

Rome Frericks
Executive Director
217-430-4563
rfrericks@quincyparkdistrict.com



TAYLOR SKATE PARK DESIGN PROPOSAL



YOUR ARC SKATE PARK DESIGN INCLUDES BOTH TRANSITION AND STREET STYLE TERRAIN FOR THE COMPLETE SKATE EXPERIENCE.

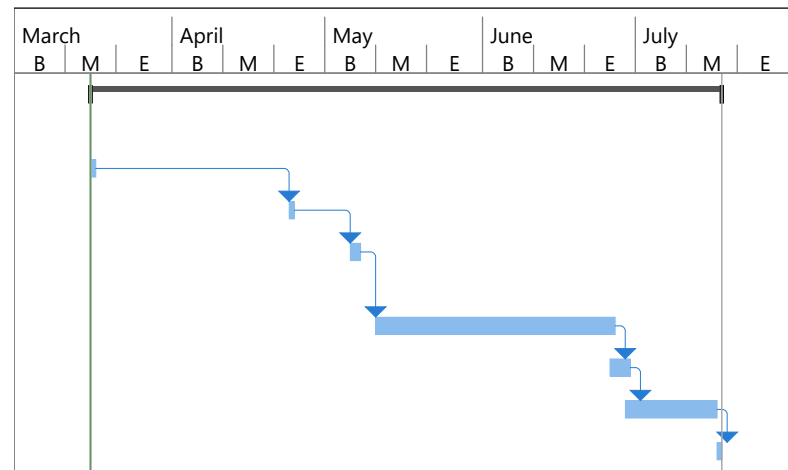
CONCEPT DESIGN SKATE PARK FEATURE LEGEND

- 1. 4' - 5' Escalating Quarterpipe
- 2. 2.5' Spine Ramp
- 3. 2' Fun Box with Hubba Ledge & Rail
- 4. 4' Bank Ramps
- 5. Skateboard Bench
- 6. 4' Halfpipe



PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	Lake in the Hills, IL Proposed Schedule	90 days	Mon 3/16/20	Fri 7/17/20
2	RFP Due	1 day	Mon 3/16/20	Mon 3/16/20
3	Award Date	1 day	Fri 4/24/20	Fri 4/24/20
4	Notice to Proceed/Execution of Contract	2 days	Wed 5/6/20	Thu 5/7/20
5	Manufacturing of Equipment	35 days	Mon 5/11/20	Fri 6/26/20
6	Shipping of Equipment	2 days	Fri 6/26/20	Mon 6/29/20
7	Installation of Equipment	14 days	Mon 6/29/20	Thu 7/16/20
8	Final Walk/Sign Off	1 day	Fri 7/17/20	Fri 7/17/20



Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

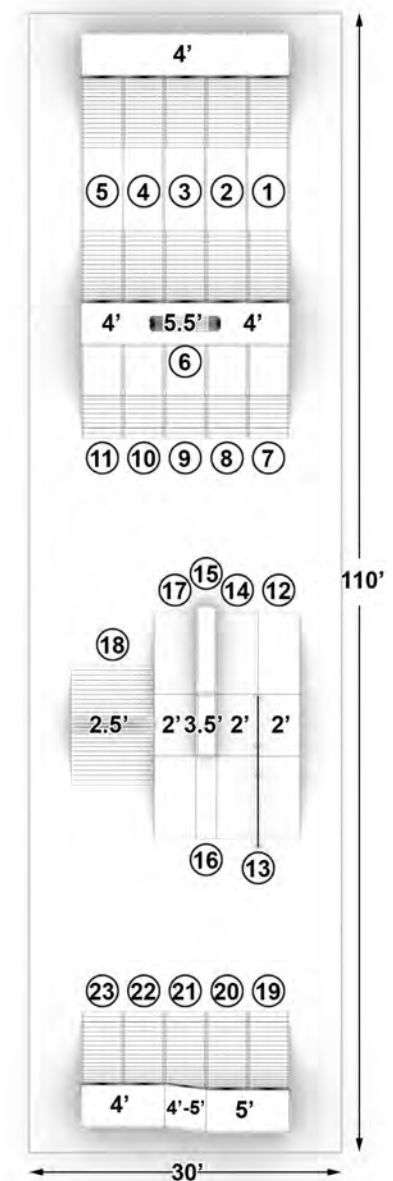
*These dates may change based on actual award date and weather.



americanrampcompany.com

ITEMIZED PRICING

Item	Obstacle	Height	Width	Length	Price
1	Half Pipe	4.0'	4.0'	30.0'	\$9,355.71
2	Half Pipe	4.0'	4.0'	30.0'	\$9,005.71
3	Half Pipe	4.0'	4.0'	30.0'	\$9,005.71
4	Half Pipe	4.0'	4.0'	30.0'	\$9,005.71
5	Half Pipe	4.0'	4.0'	30.0'	\$9,355.71
6	Old Skool Bench (Pro Ops)	1.5'	1.5'	6.0'	\$3,539.25
7	Bank Ramp	4.0'	4.0'	9.0'	\$1,914.57
8	Bank Ramp	4.0'	4.0'	9.0'	\$1,914.57
9	Bank Ramp	4.0'	4.0'	9.0'	\$1,914.57
10	Bank Ramp	4.0'	4.0'	9.0'	\$1,914.57
11	Bank Ramp	4.0'	4.0'	9.0'	\$1,914.57
12	Wedge, Flat, Wedge	2.0'	4.0'	22.0'	\$5,780.72
13	Grind Rail, Kinked (Round)	1.5'	2"	15.0'	\$600.00
14	Wedge, Flat, Wedge	2.0'	4.0'	22.0'	\$5,780.72
15	Planter (2' wide)	3.5'	2.0'	14.5'	\$6,662.56
16	Bank Ramp (Wedge) 2' Wide	2.0'	2.0'	8.0'	\$1,515.01
17	Wedge, Flat, Wedge	2.0'	4.0'	22.0'	\$6,320.72
18	DIY Spine (Pro Ops)	2.5'	8.0'	12.0'	\$4,679.02
19	Quarter Pipe	5.0'	4.0'	12.0'	\$4,286.62
20	Quarter Pipe	5.0'	4.0'	12.0'	\$3,936.62
21	Quarter Pipe Raked	4'-5'	4.0'	12.0'	\$4,054.51
22	Quarter Pipe	4.0'	4.0'	11.0'	\$3,596.43
23	Quarter Pipe	4.0'	4.0'	11.0'	\$3,946.43
	Freight				Free
TOTAL					\$110,000.00



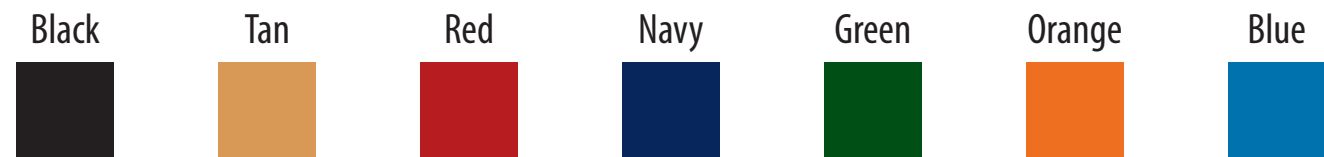
ASTM STANDARDS

Your ARC skate park design meets all US ASTM standards for above ground skate parks.



CUSTOM COLORS

Our standard color palette consists of tan riding surface and black enclosures (as shown in skate park rendering). American Ramp Company offers a variety of custom color options for an additional cost of 10%.



Warranty Statement

Pro Series
<ul style="list-style-type: none"> • 20-year limited on all steel ramp components
<p>Begins on the date of delivery or when the on-site work is complete, under the condition that the skatepark equipment has no defect in material and/or workmanship. Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. Installation of replacement parts are not covered under this warranty and freight is to be prepaid by purchaser. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.</p>
<p>Exceptions to Warranty</p>
<p>Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warranted. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company. American Ramp Company will in no way be held liable for any damages, problems, or injuries that occur as a result of an installation that is not factory installed or supervised by factory trained personnel.</p>
<p>Disclaimer of Consequential Damages</p>
<p>American Ramp Company shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.</p>
<p>Safety</p>
<p>Purchasers are responsible for ordering equipment appropriate to the level of expected users. Equipment should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).</p>

Warranty Statement

X-Series
<ul style="list-style-type: none"> • 20-year limited on all steel ramp components • 15-year limited on all HDPE substrate • 5-year limited on phenolic surface
<p>Begins on the date of delivery or when the on-site work is complete, under the condition that the skatepark equipment has no defect in material and/or workmanship. Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. Installation of replacement parts are not covered under this warranty and freight is to be prepaid by purchaser. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.</p>
<p>Exceptions to Warranty</p>
<p>Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warranted. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company. American Ramp Company will in no way be held liable for any damages, problems, or injuries that occur as a result of an installation that is not factory installed or supervised by factory trained personnel.</p>
<p>Disclaimer of Consequential Damages</p>
<p>American Ramp Company shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.</p>
<p>Safety</p>
<p>Purchasers are responsible for ordering equipment appropriate to the level of expected users. Equipment should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).</p>

AMERICAN RAMP COMPANY
601 MCKINLEY AVE.
JOPLIN, MO 64801
(417) 206-6816
AMERICANRAMPCOMPANY.COM



Dear Village of Lake in the Hills,

American Ramp Company remains interested in pursuing the skate park replacement at Richard Taylor park. We understand these are uncertain times for planning and development and are prepared to hold our pricing and proposal which was submitted for the Richard Taylor Skate Park Replacement through December 31, 2020. We look forward to hearing the decisions of the Village Board and will be happy to discuss further and answer any questions.

Best,

A handwritten signature in black ink, appearing to read "Jeremy Jones", written in a cursive style.

Jeremy Jones
Action Sports Development
American Ramp Company
(417) 483-9513



HORNER PARK

PROPOSAL: 129-126839-2

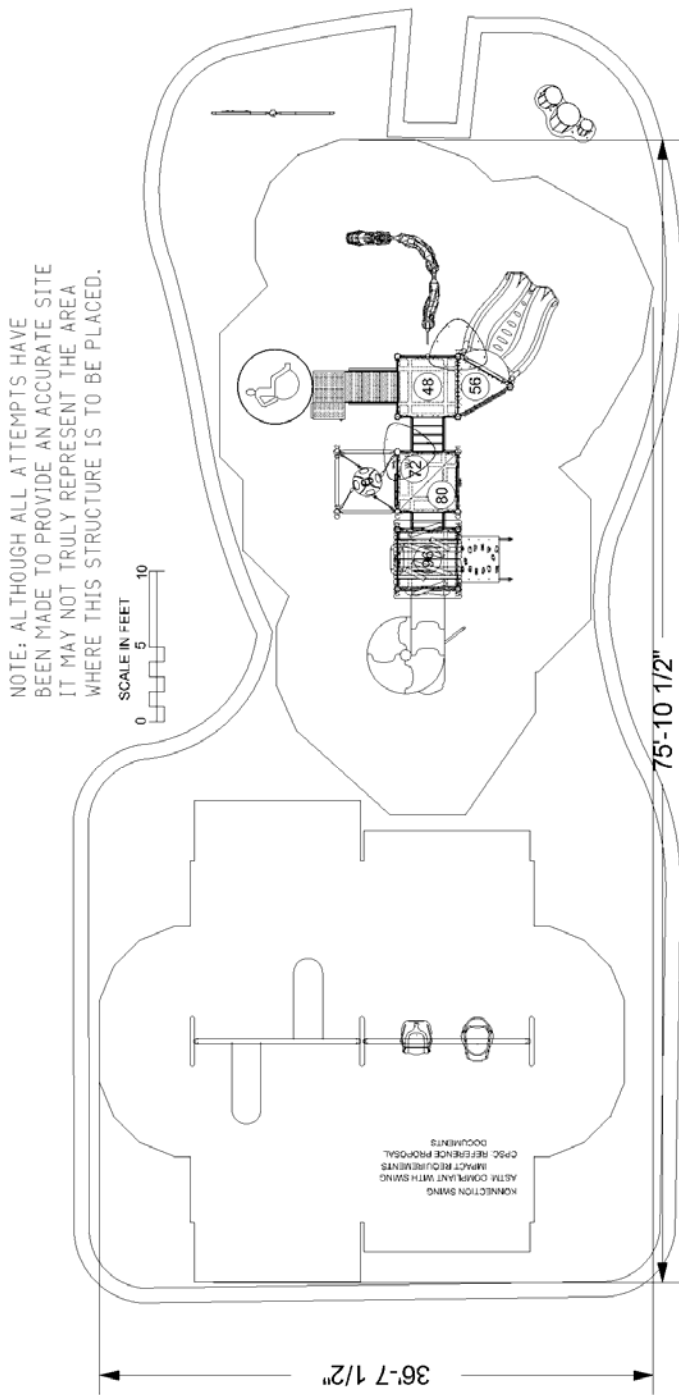


SERIES: Basics, Intensity, Nucleus
 SITE PLAN
 DRAWN BY: Tyler Hess

Horner Park
 359 Council Trail
 Lake in the Hills, IL 60156

February 27, 2020

Play Illinois, LLC
 129-126839-2



INFORMATION
 MINIMUM FALL ZONE
 SURFACED WITH
 RESILIENT MATERIAL
 AREA
 1749 SQ.FT.
 PERIMETER
 257 FT.
 STRUCTURE SIZE
 36' 7" x 75' 10"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	15
NUMBER OF ELEVATED PLAY EVENTS:	7
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 7
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 8
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 5
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	RECD: 2
	RECD: 2
	RECD: 0
	RECD: 4
	RECD: 2
	RECD: 2

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.
 FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.
 PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

COLORS THAT MOVE YOU

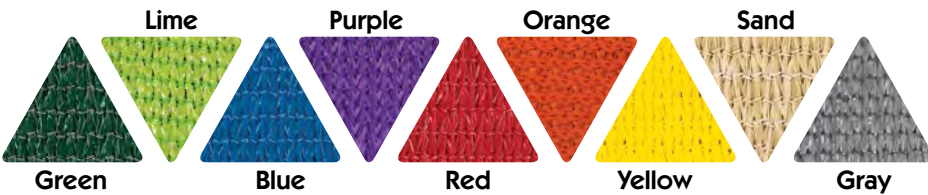
HDPE PLASTIC PANELS



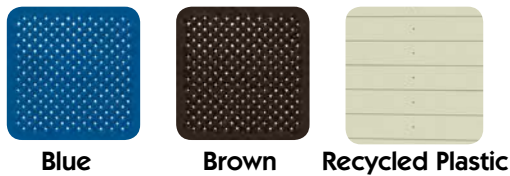
POWDER COAT PAINT



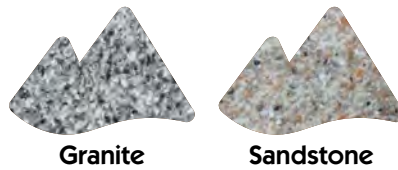
SHADE CANOPIES



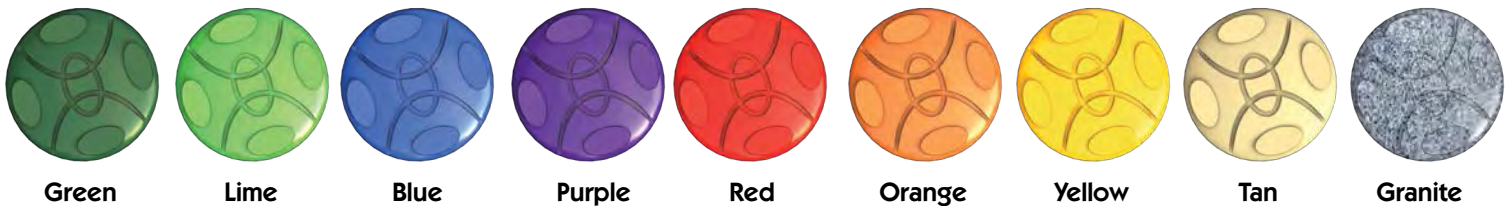
PLATFORMS



ROCKIT CLIMBERS



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLORSELECTION TO CUSTOMIZE YOUR PLAYGROUND COLORS!

APPENDIX 1

SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION PARAGRAPH EXPLANATION OF ALTERNATIVE/DEVIATION

Our Parent/Child Seat does not include a Tot Seat. Rather our Konnection® Swing, is an incredible experience that promotes intergenerational play, engagement and interaction when adults and children swing together. Children can also enjoy swinging together and older children can engage with younger children while advancing skills such as cooperation, teamwork and developing their proprioceptive systems. A welcoming, clean form characterizes the Konnection Swing and ease of use is inherent in the construction right down to the details in the sliding backrest and comfortable, contoured design.



APPENDIX 2
REFERENCE SCHEDULE

1. Organization Please see enclosed reference list

Contact Person _____

Telephone number _____

Work Description _____

2. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

3. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

4. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

5. Organization _____

Contact Person _____

Telephone number _____

Work Description _____

THE KENNETH COMPANY

16W064 JEANS RD

LEMONT IL 60439

Phone: 630-679-2750

Fax: 630-325-2780

REFERENCE LIST

<u>Contact</u>	<u>Job</u>	<u>Year</u>
Burr Ridge Park District Jim Pacanowski (630) 920-1969	Harvester Park Citizens Park	2016, 2017 2017
Westmont Park District Bob Fleck (630) 969-8080	Ty Warner Park	2016, 2017
Downers Grove SD 58 Ken Young (630) 719-5839	Whittier School	2017
West Chicago Park District Gary Major (630) 231-9474	Kress Creek Park Pioneer Park Reed Keppler Park	2016, 2017 2017 2017
Fox Valley Park District Nathan Troia (630) 897-0516	Verona Ridge Park Cumberland Park	2017 2016
Glen Ellyn SD 41 Dave Scarmardo (630) 534-7212	Forest Glen School Benjamin Franklin School Churchill School	2017 2017 2016

APPENDIX 4
VILLAGE OF LAKE IN THE HILLS
PROPOSAL CERTIFICATION FORM
Playground Equipment Purchase and Installation for Horner Park

COMPANY NAME: The Kenneth Company

CONTACT PERSON: Ken Maloney

ADDRESS: 30W218 Butterfield Road, Warrenville, IL 60555

TELEPHONE: 630-514-3632

EMAIL: kcooffice2019@gmail.com

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 PROPOSERS, 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 Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

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

FOR THE LUMP SUM OF Seventy Six Thousand One Hundred Ninety Four Dollars
(\$ 76,194.00)

PROPOSED MANUFACTUER: BCI Burke, Proposal # 129-126839-2

PROPOSED INSTALLER: The Kenneth Company

1. COSTS:

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

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

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

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

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

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

2. DELIVERY REQUIREMENTS:

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

3. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said Playground Equipment Purchase and Installation for Horner Park, [he/she] will completely perform the contract in strict accordance with its terms and conditions by August 1, 2020.

4. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said Playground Equipment Purchase and Installation for Horner Park, in accordance with the following specifications and drawings (if required) as attached.

5. CONDITIONS:

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

Dated at KCO office this 18th day of MARCH, 2020.

By: Kerstin May
(Signature of President or designee)

Its: President
Title

Kenneth Mzloney, being duly sworn, deposes and states that he/she is the President of The Kenneth Co and that the statement above is

true and correct. Subscribed and sworn before me this 18th day of March, 2020

(NOTARY STAMP)

[Signature]
Notary Public



VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20__

By: _____
(signature)

Title: _____

BCI BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

TERMS OF SALE

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2018



May 29, 2020

Scott Parchutz
Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, IL

Please find this as a confirmation that the pricing for Horner Park, Proposal #129-126839-2 in the amount of \$76,194 will remain valid until December 31, 2020.

Please don't hesitate to contact me if you have any questions or need additional information. I am happy to help.

Best Wishes,
Cheryl Parson
Project Manager

Cheryl Parson

Play Illinois
cparson@playil.com
630-200-8759



REQUEST FOR BOARD ACTION

MEETING DATE: June 9, 2020

DEPARTMENT: Public Works

SUBJECT: Sublease Agreement with Joe Standley, d/b/a Pilot Flight Training Courses

EXECUTIVE SUMMARY

The attached office lease is between the Village of Lake in the Hills and Joe Standley who owns World Resolutions, LLC d/b/a Pilot Flight Training Courses. The lease includes a 11'x11' office space, and use of the common areas that the Village currently leases from S&K Aviation at 8397 Pyott Road. The Village's lease agreement with S&K Aviation allows the Village to sublet.

Mr. Standley has used the space to offer an intensive flight training business, something no other tenant at the airport currently offers. The initial two-year lease term will begin on June 12, 2020, but may be extended for one additional year. A security deposit of \$350.00 was collected during the first lease period.

Required insurance coverage has been obtained and is on file.

FINANCIAL IMPACT

The Airport Fund will receive \$4,200.00 each year that Mr. Standley continues his sublease.

ATTACHMENTS

1. Lease agreement with Joe Standley, owner of World Resolutions, LLC d/b/a Pilot Flight Training Courses

RECOMMENDED MOTION

Motion to approve the lease agreement with Joe Standley of World Resolutions LLC, for Airport office space.

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

Above Space for Recorder's Use Only

TERM OF LEASE		
BEGINNING	ENDING	
June 12, 2020	June 12, 2022	
DATE OF LEASE	MONTHLY RENT	SECURITY DEPOSIT
June 11, 2020	\$350	\$350

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

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

**ARTICLE 1:
TERM**

1.01 This Lease shall commence on June 12, 2020 and terminate on June 12, 2022, unless either Party provides thirty (30) days written notice of termination. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statutes or otherwise, to terminate cancel, quit or surrender any portion of the premises hereunder except in accordance with the expressed terms hereof.

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

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

**ARTICLE 2:
APPROVED USES**

2.01 The Premises as depicted on **Exhibit A** shall be used, occupied, and maintained by the Lessee for the sole purpose of operating an office for offering flight instruction by the Lessee and for uses reasonably incidental thereto (hereinafter the "Approved Uses"), and for no other purpose.

2.02 The Lessee agrees to occupy the entire Premises and to properly maintain and operate the Approved Uses at all times during the term(s) of this Lease.

2.03 The Lessee shall not conduct any business activities other than the Approved Uses.

2.04 The Lessee shall comply with: (a) all applicable governmental laws, ordinances, codes, rules, and regulations and applicable orders and directions of public officers thereunder and (b) all requirements of carriers of insurance on the Premises respecting all matters of occupancy, condition, maintenance, and use of the Premises, whether any of the foregoing shall be directed to the Lessee or the Lessor, including but not limited to any environmental laws or regulations by any local, state, or federal government.

2.05 The Lessee shall not keep on the Premises any inflammables, such as kerosene, naphtha, or benzene or other volatile chemicals or compounds or explosives or any other articles of intrinsically dangerous nature without written permission from Lessor. The Lessee further shall indemnify, defend, and hold harmless the Lessor from and against any and all liability, loss, damage, expense, penalties, and legal and investigation fees or costs arising from or related to any claim or action for injury or liability brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment of the Premises.

ARTICLE 3: RENT

3.01 The amount of rent payable to the Lessor (the "Rent") shall be \$350.00 per month. Payments are due on the first day of each month. Rent for any partial calendar month within the Term shall be prorated on a per diem basis assuming a 30-day month.

3.02 The Lessee agrees to pay all rent and any other amount owing hereunder on the due date thereof to the Lessor at its office at 600 Harvest Gate, Lake in the Hills, Illinois 60156, or to such other person at such other address as the Lessor may from time to time designate in writing. The Lessee hereby agrees that the Lessee's obligation to pay such rent and other amounts shall be absolute and unconditional under all circumstances, including, without limitation, the following circumstances: (a) any setoff counter-claim, recoupment, defense, or other right that the Lessee may have against the Lessor, or anyone else for any reason whatsoever; (b) any damage to, loss, or destruction of the Premises or any interruption or cessation in the use or possession thereof by the Lessee for any reason whatsoever, unless directly caused by an act of God or by the negligent acts of Lessor; (c) any insolvency, bankruptcy, reorganization, or similar proceedings by or against the Lessee; and (d) any other event or circumstance whatsoever, whether or not similar to any of the foregoing.

3.03 The Lessee shall also pay the Lessor a late charge upon payment of Rent after the tenth day of any month in the amount of 10 percent of the amount owed. The Lessee's obligation to pay accrued late charges is separate and apart from the Lessee's obligation to pay Rent on the first day of each month. Payment by the Lessee of a late charge shall not be deemed a waiver of or otherwise limit the Lessor's remedies under this Lease.

ARTICLE 4: SECURITY DEPOSIT

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

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

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

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

ARTICLE 5: CONDITION OF PREMISES; REPAIR

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

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

5.03 Lessor will, at all reasonable hours during each day, furnish at its own expense heat and cool, except when prevented by accidents and unavoidable delays, provided, however, that except as provided by Illinois statute, the Lessor shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating or cooling apparatus to maintain temperature sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, or by any reason of any other defect, latent or patent, in, around, or about the building.

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

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

ARTICLE 6: COVENANTS

6.01 The Lessee agrees to all of the following covenants:

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

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

(c) Lessee shall not store hazardous materials inside the premises.

(d) Lessee shall comply with a no smoking order to include smokeless tobacco and vaping from the Village within the premises or within 15 feet of exterior doors.

- (e) Lessee shall refrain from excessive use of utilities as determined by the Lessor. Lessor agrees to maintain premises at a comfortable temperature during its posted business hours.
- (f) Lessee shall ensure building is secure when operating outside of posted business hours of the Village of Lake in the Hills Airport such as nights and holidays.
- (g) Lessee shall maintain reasonable noise levels within leased area and common areas as defined in Exhibit A.
- (h) Lessee shall notify the Village anytime a group numbering more than 10 people is expected in the building.
- (i) Lessee shall comply with all Airport Rules and Regulations.
- (j) Use of space other than authorized as depicted in Exhibit A is forbidden.
- (k) The Lessee shall not modify the exterior of the premises in any way including installation of shades, or awnings or the building of any enclosures or audio or television antennas, loudspeakers, sound amplifiers, or similar devices.
- (l) The Lessee shall immediately inform the Lessor within seven days, if at any time it becomes defunct or dissolved, either voluntarily or involuntarily. Upon such notice, the Lessor may elect to immediately or within another time period terminate this Lease.

ARTICLE 7: REMEDIES

- 7.01 Default by Lessee: Events of default by the Lessee under this Lease shall include:
- (a) The failure of the Lessee to pay any Rent when due;
 - (b) The failure of the Lessee to pay the required Security Deposit;
 - (c) The failure of the Lessee to pay any accrued late charges within 30 days;
 - (d) The failure of the Lessee to maintain insurance on the Premises in accordance with Article 10 of this Lease;
 - (e) The making by the Lessee of an assignment of this Lease without express permission of the Lessor;
 - (f) The operation or supervision of any business other than the Approved Uses conducted in, on or about the Premises by the Lessee, or by anyone else, except with the prior specific written consent of the Lessor;
 - (g) The failure to adhere to all applicable governmental laws, ordinances, codes, rules, and regulations and applicable orders and directions of public officers thereunder and all requirements of carriers of insurance on the Premises in accordance with Article 2 of this Lease;
 - (h) The levying of a writ of execution or attachment on or against the property of the Lessee;
 - (i) The doing, or permitting to be done, by the Lessee of any act which creates a mechanic's lien or claim therefore against the Premises or any part of the Premises;
 - (j) If the estate created hereby shall be taken in execution or by other process of law or if proceedings

are instituted in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of the Lessee for the benefit of a creditor or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of the Lessee for any purpose and said proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein discharged within 10 days after the institution of said proceedings;

- (k) Any failure of the Lessee to keep and perform fully any of its covenants, warranties, terms, agreements or obligations under this Lease;
- (l) The abandonment of the Premises by the Lessee or the discontinuance by the Lessee of the proper maintenance and operation of the Approved Uses for a consecutive period of three months or longer;

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

7.03 In the event of any other default hereunder by the Lessee other than for failure to pay any Rent when due, the Lessor shall provide the Lessee with Notice of said default and the Lessee shall have ten (10) days to cure said default. If the default is not cured within the ten (10) days, the Lessor may terminate the Lessee's right to possession of the premises and/or it may terminate the Lease and it may re-enter the Premises using such force as may be necessary and in compliance with applicable law and remove all persons, fixtures, property and equipment therefrom and the Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of possession of the term of this Lease. The Lessor may also avail itself of any remedy available to the Lessor at law, equity, or by statute.

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

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

ARTICLE 8: INSURANCE: INDEMNIFICATION

8.01 The Lessee shall, at Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy of premises liability or an umbrella policy that includes property damage insurance with respect to the Premises and any improvements or any other occupant of the Premises, in which the limits of public liability shall not be less than \$1 million per occurrence. The policy shall name the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor 30 days prior written notice thereof. The policy shall also name S&K Aviation as additional insured. The insurance shall be with companies licensed to do business in the State of Illinois subject to reasonable approval by the Lessor. The insurance shall be in a form reasonably acceptable to the Lessor and a copy of the policy and a certificate of insurance shall be delivered to the Lessor prior to the commencement of the Lease. Such coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs of the Village and shall include cross liability coverage. In the event the Lessee shall fail to procure said insurance, the Lessor may, but shall be under no obligation to, procure such insurance in which event the Lessee agrees to pay to the Lessor, as additional rent, the amount of premium therefore on the first day of the month following the month in which the Lessor notifies the Lessee of the amount of premium due hereunder.

8.02 Except only to the extent otherwise prohibited by law, the Lessee covenants and agrees to indemnify and hold harmless the Lessor and its trustees, officers, employees, attorneys, legal representatives, and

agents from any and all losses, claims, damages, costs, or expenses, including attorneys fees, the Lessor may be required to pay as a result of acts and/or omissions of the Lessee or any agent, employee or subcontractor of the Lessee.

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

ARTICLE 9: ASSIGNMENT OR SUBLETTING

9.01 The Lessee agrees not to assign, encumber, or in any manner transfer this Lease or any interest hereunder and not to permit the use or occupancy of the Premises, whether by license, concession or otherwise by anyone other than the Lessee without the specific prior written consent of the Lessor, which consent is in the sole discretion of the Lessor.

ARTICLE 10: SURRENDER OF PREMISES; HOLD OVER

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

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

ARTICLE 11: COSTS AND FEES

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

ARTICLE 12:

SUCCESSORS AND ASSIGNS

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

ARTICLE 13: REMEDIES CUMULATIVE

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

ARTICLE 14: MISCELLANEOUS

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

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

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

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

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

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

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

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

14.09 The Lessee (licensee, permittee, contractor, etc.) agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the (leased) premises, or in the event of any planned modification or alteration of any present or future building or structure situation on the (leased) premises. (FAA Order 5190.6A—AGL-600)

14.10 There is hereby reserved to the (Owner), its successors and assign, for the use and benefit of the

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

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

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

ARTICLE 15:
NOTICES

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

To the Lessee at: World Resolutions, LLC DbA Pilot Flight Training Courses
Joe Standley
640 Juniper Lane
Lake in the Hills, IL 60156

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

with a copy to: Village Attorney
Zukowski, Rogers, Flood & McArdle
50 North Virginia Street
Crystal Lake, IL 60014

Personal and Express Delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three days after deposit with the United States Postal Service. Facsimile notices shall be deemed given upon the date of transmission, provided that compliance is made with the remaining obligations of this Article 18.

ARTICLE 16:
PRIOR AGREEMENTS

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

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

LESSOR:
VILLAGE OF LAKE IN THE HILLS

LESSEE:

By: _____
Russ Ruzanski, Village President

By: _____
Joe Standley, President

Attest: _____
Cecilia Carmen, Village Clerk

Attest: _____
Title:

Exhibit A

8397 Pyott Road, Lake in the Hills, IL

