

Village of Lemont

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen

Administrator
George J. Schafer



Trustees
Debby Blatzer
Paul Chialdikas
Clifford Miklos
Rick Sniegowski
Ronald Stapleton
Jeanette Virgilio

VILLAGE BOARD MEETING
January 13, 2014 – 7:00 PM
Village Hall – 418 Main Street

AGENDA

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. CONSENT AGENDA (RC)**
 - A. APPROVAL OF MINUTES**
 - 1. DECEMBER 9, 2013 VILLAGE BOARD MEETING MINUTES**
 - B. APPROVAL OF DISBURSEMENTS**
 - C. ORDINANCE AMENDING THE TIME OF PAYMENT FOR ELECTED VILLAGE OFFICIALS SALARY
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH/DONAHUE)**
 - D. RESOLUTION APPROVING A WATER MAIN EASEMENT AGREEMENT WITH COMMONWEALTH EDISON COMPANY
(ADMINISTRATION)(REAVES)(SCHAFFER)**
 - E. RESOLUTION AMENDING PERSONNEL MANUAL (HIRING OF RELATIVES)
(ADMINISTRATION)(REAVES)(SCHAFFER/DONAHUE)**
 - F. RESOLUTION APPROVING EXECUTION OF THE THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
(ADMINISTRATION)(REAVES)(SCHAFFER)**
- IV. MAYOR'S REPORT**
 - A. AUDIENCE PARTICIPATION**
- V. CLERK'S REPORT**
 - A. CORRESPONDENCE**

B. ORDINANCES

- 1. ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE (CHAPTER 2.48 EMERGENCY MANAGEMENT AGENCY) (RC)
(ADMIN/PD/LEMA)(REAVES/MIKLOS)(SCHAFFER/SHAUGHNESSY/BALLARD)**
- 2. ORDINANCE DISCONNECTING AN APPROXIMATELY 2.5 ACRE PARCEL AT 15300 129TH STREET IN LEMONT, IL (KAHLE DISCONNECTION) (RC)
(PLANNING & ED)(STAPLETON)(JONES/GLAS)**
- 3. ORDINANCE GRANTING A VARIATION TO ALLOW A FENCE 18FT INTO THE CORNER SIDE YARD SETBACK AND A VARIATION TO ALLOW THE REAR YARD LOT COVERAGE TO EXCEED 36% AT 12833 KLAPPA DR. IN LEMONT, IL (RC)
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFFER/SMITH)**

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. MOTION FOR EXECUTIVE SESSION (RC)

XIII. ACTION ON CLOSED SESSION ITEM

XIV. MOTION TO ADJOURN (RC)

Minutes
VILLAGE BOARD MEETING
December 9, 2013

The regular meeting of the Lemont Village Board was held on Monday, December 9, 2013, at 7:00 p.m., presided by Mayor Brian Reaves.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, present

III. CONSENT AGENDA

Motion by Sniegowski, seconded by Blatzer, to approve the following items on the consent agenda by omnibus vote:

A. Approval of Minutes

1. November 25, 2013 Village Board Meeting Minutes

B. Approval of Disbursements

C. Appointment of Matt Brady to the Liquor Control Review Board

D. Ordinance O-47-13 Abating the Tax Heretofore Levied for the Year 2013 to Pay Debt Service on \$5,690,000 Waterworks and Sewerage Bonds, Series 2004 (Alternative Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.

E. Ordinance O-48-13 Abating the Tax Heretofore Levied for the Year 2013 to Pay Debt Service on \$1,525,000 General Obligation Bonds, Series 2005 (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.

F. Ordinance O-49-13 Abating the Tax Heretofore Levied for the Year 2013 to Pay Debt Service on \$1,825,000 General Obligation Waterworks and Sewerage Refunding Bonds, Series 2005 (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.

G. Ordinance O-50-13 Abating the Tax Heretofore Levied for the Year 2013 to Pay Debt Service on \$4,290,000 General Obligation (T.I.F.) Refunding Bonds, Series 2005A (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.

H. Ordinance O-51-13 Abating the Tax Heretofore Levied for the Year 2013 to Pay Debt Service on \$2,690,000 General Obligation Bonds, Series 2007 (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.

I. Ordinance O-52-13 Abating the Tax Heretofore Levied for the Year 2013 to Pay Debt Service on \$7,000,000 General Obligation Bonds, Series 2007A (Alternate Revenue Source), and

\$2,215,000 General Obligation Bonds, Series 2008 (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.

- J. Ordinance O-53-13** Abating the Tax Heretofore Levied for the Year 2013 to Pay Debt Service on \$1,755,000 General Obligation Bonds, Series 2010 (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.
- K. Ordinance O-54-13** Abating the Tax Heretofore Levied for the Year 2013 to Pay Debt Service on \$5,000,000 General Obligation Waterworks and Sewerage Bonds (Alternate Revenue Source), Series 2010A and Build America Bonds (Direct Payment) of the Village of Lemont, Cook, Will and Du Page Counties, Illinois.
- L. Ordinance O-55-13** Abating the Tax Heretofore levied for the Year 2013 to Pay Debt Service on \$3,420,000 General Obligation Bonds, Series 2012A (Alternate Revenue Source), and \$4,750,000 General Obligation Bonds, Series 2012B (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.
- M. Ordinance O-56-13** Abating the Tax Heretofore levied for the Year 2012 to Pay Debt Service on \$3,400,000 General Obligation Bonds, Series 2012C (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois. Correction to agenda Ordinance title was so noted for tax year levied which should be 2013.

Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio. 6 ayes. Motion Passed.

IV. MAYOR'S REPORT

- A. Mural Dedication**
- B. Proclamation - December Drunk and Drugged Driving Prevention Month.** Upon motion by Miklos, seconded by Chialdikas. VV 6 ayes. Motion Passed.
- C. Audience Participation**

Mr. Ladas of 90 Timberline Drive spoke of the petitions to put the Sports Complex question on the ballot circulated by him and several others. He is worried it will not be placed on the ballot if other funding is found.

Mr. Al Boudoir of 131 Street asked why 1700 residents who signed petitions to get this question on the ballot can't have it on the ballot. They should have a say.

V. CLERK'S REPORT

A. CORRESPONDENCE

1. Attended the SW Municipal Clerks Association meeting Thursday in Willow Springs.
2. Participated in several conference calls with the Institute and Training Committee concerning RFP's to several Illinois universities for the 2015 Institute. The contract with the University of Illinois will expire after 2014.

B. ORDINANCES

1. **Ordinance O-57-13** for the Levying and Assessing of Taxes for the Village of Lemont, Cook, Will and DuPage Counties, Illinois, for the Current Fiscal Year Commencing May 1, 2013, Adopted by the President and Board of Trustees of the Village of Lemont Motion by Stapleton, seconded by Miklos, to adopts said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio. 6 ayes. Motion Passed.
2. **Ordinance O-58-13** Establishing a Street and Bridge Tax. Motion by Blatzer, seconded by Chialdikas, to adopt said ordinance. Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio. 6 ayes. Motion Passed.
3. **Ordinance O-59-13** Establishing a Street Lighting Tax. Motion by Blatzer, seconded by Sniegowski, to adopt said ordinance. Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio. 6 ayes. Motion Passed.
4. **Ordinance O-60-13** Amending Title 13 of the Lemont, Illinois Municipal Code Relating to Delinquent Payment; Service Shutoff Conditions. Motion by Miklos, seconded by Sniegowski, to adopt said ordinance. Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio. 6 ayes. Motion Passed.

C. RESOLUTIONS

1. **Resolution R-52-13** Approving an Intergovernmental Agreement with the Illinois Office of the Comptroller. Motion by Stapleton, seconded by Virgilio, to adopt said resolution. Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio. 6 ayes. Motion Passed.
2. **Resolution R-53-13** Approving the Waiver of Late Fees for Outstanding Fines Imposed Due to Violations of Certain Ordinances. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio. 6 ayes. Motion Passed.
3. **Resolution R-54-13** Amending Personnel Manual. Motion by Miklos, seconded by Blatzer, to adopt said resolution. Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio. 6 ayes. Motion Passed.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

- Residents can sign up through Nixle to get electronic notification of messages from the Village at no cost.
- Village officers will be closed December 24 & 25 and January 1.

VIII. BOARD REPORTS

- Trustee Virgilio – Midnight Madness Friday night, December 13.

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. MOTION FOR EXECUTIVE SESSION

XIII. ACTION ON CLOSED SESSION ITEM

XIV. MOTION TO ADJOURN

There being no further business, a motion was made by Blatzer, seconded by Miklos, to adjourn the meeting at 8:05 p.m. Voices vote 6 ayes. Motion passed.

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable
 Batch Date: 12/20/2013

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: Clearing - Accounts Payable					
EFT	12/20/2013	14 Accounts Payable	Southwest Agency for Health Management	071025661 / 0108511727	83,551.36
	Invoice	Date	Description		Amount
	13-12-31	12/16/2013	Jan 2014 health & dental premiums		83,551.36
Clearing Accounts Payable Totals:			Transactions: 1		\$83,551.36
EFTs:	1	\$83,551.36			

Village Board Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator
Chris Smith, Finance Director
Eileen Donahue, HR Generalist

Subject: Village Board Salary and Compensation

Date: January 8, 2014

BACKGROUND/HISTORY

On September 25, 2006 the Village Board approved Ordinance 0-66-06 pertaining to salary and compensation for the Village's elected officials. The ordinance stated that elected officials would be paid on a quarterly basis. Since 2006 the Village has made significant technology enhancements and processes have been automated. However, quarterly payments remain a manual process.

At the December 16, 2013 Committee of the Whole meeting, staff presented the board with changing Board compensation to a bi-weekly basis that is consistent with the payroll periods provided to all paid Village employees. Additionally, staff presented the idea of creating a form to be completed when elected officials forego their compensation.

It is important to note that the salary and compensation of the Village's elected officials will remain the same. It is only the timing such payments are provided that is requested to be changed.

The board concurred and authorized staff to present the necessary ordinance.

RECOMMENDATION

Pass the attached ordinance making the aforementioned changes to Trustee compensation.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE TIME OF PAYMENT FOR ELECTED VILLAGE
OFFICIALS SALARY**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13th DAY OF JANUARY, 2014**

Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 13th day of January, 2014.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE TIME OF PAYMENT FOR ELECTED VILLAGE OFFICIALS SALARY

WHEREAS, pursuant to Section 5/3.1-50-5 of the Illinois Municipal Code, all municipal officers shall receive the salary or other compensation that is fixed by ordinance and salaries or other compensation shall not be increased or diminished so as to take effect during the term of any officer holding elective office; and

WHEREAS, pursuant to Section 5/3.1-50-10 of the Illinois Municipal Code, the Village Board may fix the salaries of all municipal officials and employees in an ordinance other than the annual appropriation or budget ordinance; and

WHEREAS, pursuant to Section 5/3.1-50-10 of the Illinois Municipal Code, salaries that are fixed by a separate ordinance for those officers who hold elective office for a definite term may not be increased nor diminished during their term of office and shall be fixed at least 180 days before the beginning of the terms of the officers whose compensation is to be fixed; and,

WHEREAS, the salaries for those officers who hold elective office for the Village of Lemont have already been fixed by Ordinance O-66-06, enacted September 26, 2006; and,

WHEREAS, Ordinance O-66-06 required payment of such salaries on a quarterly basis; and,

WHEREAS, the President and Board of Trustees of the Village of Lemont find it to be in the best interests of the public safety, health and welfare, to provide payment of elected officials' salaries in the same manner as salaries are paid to Village employees; and,

WHEREAS, this ordinance will not increase or diminish the salaries already provided for by Ordinance O-66-06; and

WHEREAS, Ordinance O-66-06 shall remain in full force and effect except as provided in this Ordinance.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lemont as follows:

SECTION 1: The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim.

SECTION 2: All elected officials' salaries are annual (being an entire 12 month period) and shall be paid in equal installments over said 12 month period in the same manner and periods as Village employees are paid.

SECTION 3: All sections of Ordinance O-66-06 in conflict with any of the provisions of this Ordinance shall be and the same are hereby repealed.

SECTION 4: All sections of Ordinance O-66-06 not in conflict with any of the provisions of this Ordinance shall remain in full force and effect.

SECTION 5: This Ordinance shall become effective upon passage, approval and publication, in book and pamphlet form as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 13th day of January, 2014.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: George Schafer, Village Administrator

Subject: Resolution Approving a Water Main Easement Agreement with Commonwealth Edison Company

date: January 7, 2014

BACKGROUND/HISTORY

Staff has been working to obtain necessary easements for the future expansion of utilities to the east side of Lemont. The attached easement agreement is between the Village of Lemont and Commonwealth Edison to install utilities in their utility right of way, location depicted on the map attached to the agreement. The cost of the easement, as calculated by square footage of land, is \$42,000 and payable upon execution of the agreement. This easement agreement only provides for the access rights to install the infrastructure. Engineering and construction costs for the potential project will be discussed as part of upcoming capital budget discussions.

RECOMMENDATION

Passage of Resolution

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Motion to Approve Resolution

ATTACHMENTS (IF APPLICABLE)

- 1) Resolution Approving a Water Main Easement Agreement with Commonwealth Edison Company

Resolution No. _____

**A Resolution Approving a Water Main Easement Agreement with
Commonwealth Edison Company**

WHEREAS, the President and Board of Trustees desire to enter into an Water Main Easement Agreement (“Agreement”) with Commonwealth Edison Company, a copy of which is attached as Exhibit A and incorporated in its entirety;

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Lemont as follows:

Section One: The Agreement attached hereto as Exhibit A is hereby approved.

Section Two: The Mayor and/or Village Administrator are authorized to execute the Agreement and to make minor changes to the document prior to execution which do not materially alter the Village’s obligations, and to take any other steps necessary to carry out this resolution.

Section Three: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 13th day of JANUARY, 2014.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

**WATER MAIN EASEMENT AGREEMENT WITH
COMMONWEALTH EDISON COMPANY**

This document was prepared by:
When recorded, return to:

John Mishevski
Commonwealth Edison Company
Three Lincoln Centre 4th FL NE
Oakbrook Terrace, IL 60181

WATER MAIN AND SANITARY SEWER EASEMENT AGREEMENT

THIS Water Main Easement (“**Easement**”) is made as of this ___ day of _____, 2014 by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“**Grantor**”) and VILLAGE OF LEMONT, an Illinois municipal corporation (“**Grantee**”).

RECITALS:

A. Grantor is the owner of a parcel of land in the Village of Lemont, County of Cook and State of Illinois, commonly known as Powerton-Crawford Right of Way, Permn.426 & 427 and legally described on Exhibit A attached hereto and made a part hereof (“**Grantor’s Property**”).

B. Grantor utilizes Grantor’s Property for Grantor’s own business operations, which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor’s equipment and facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across Grantor’s Property (collectively, “**Grantor’s Operations**”).

C. Grantee desires to install one (1) ten-inch (10”) sanitary sewer and one (1) twelve-inch (12”) water main along a center line across Grantor’s Property in the location shown on the diagram attached hereto and made a part hereof as Exhibit B (the “**Easement Diagram**”) and Grantee desires an easement over and across a portion of the Grantor’s Property that is a 12,455.7 square foot strip of land (835 feet long and 15 feet wide) shown on the Easement Diagram and legally described on Exhibit B (the “**Easement Premises**”).

Grantee desires to install one (1) ten-inch (10”) *sanitary sewer and one* (1) twelve-inch (12”) water main along a center line across Grantor’s Property in the location shown on the diagram attached hereto and legally described as Exhibit B (for the purposes of this Easement, the “Easement Premises” shall be a strip of land fifteen (15’) foot wide by eight thirty five (835) foot long and laying seven and ½ (71/2) feet along either side of the both water and sewer main’s center line shown on the diagram attached hereto and legally described as Exhibit B).

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the payments, covenants, terms, and conditions to be made, performed, kept and observed by Grantee hereunder and other good and lawful consideration, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises for the following purposes and for no other purpose whatsoever: construction and maintenance of ten-inch (10) sanitary sewer and a twelve-inch (12”) water main in substantial conformity with the engineering plan sheets 1 & 2 of 2 prepared by Frank Novotny & Associates, dated July 2011 attached hereto and made a part hereof as Exhibit C (the “**Facilities**”).

2. Grantee's Use. The following general conditions shall apply to Grantee's use of the Easement Premises:

(a) Grantee shall procure and maintain at its own expense, prior to entry upon Grantor's Property hereunder, all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction, placement, use and operation of the Easement Premises and the Facilities, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Premises or Grantee's operations thereon. Grantor may from time to time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor's Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor's prior written consent, which consent may be granted or withheld in Grantor's sole discretion.

(b) In the event any aspect of Grantee's construction, placement, maintenance, repair, use or operation of the Easement Premises and the Facilities at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority, Grantee shall immediately discontinue such operations and at its own expense take all required corrective action, including without limitation removal of all or any portion of the Facilities from Grantor's Property if required, within the lesser of (i) thirty (30) days from Grantee's notice of such violation or (ii) the period of time required by law for the correction of such violation.

(c) Grantee's use of the Easement Premises shall be conducted in a manner that does not conflict or interfere with Grantor's Operations.

(d) This Easement and the rights granted hereunder are subject and subordinate in all respects to all matters and conditions affecting the Easement Premises (whether recorded or unrecorded).

(e) Grantee's obligations and liabilities to Grantor under this Easement with respect to the Easement Premises and the Facilities and all other matters shall not be limited or in any manner impaired by any agreements entered into by and between Grantee and any third parties, including without limitation any agreements related to the construction or installation of the Facilities, and Grantee shall be and remain liable to Grantor for the installation and operation of the Facilities in accordance with the terms and conditions of this Easement, notwithstanding Grantee's failure or refusal to accept delivery of or title to such facilities from any such third parties.

(f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and its lessees, licensees and grantees, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights that may be present in Grantor's Property. If required, Grantee shall secure the engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.

3. Term. The term of this Easement shall be perpetual, unless sooner terminated in accordance with the provisions of this Easement, and shall commence as of the date first hereinabove written.

4. Fees. In partial consideration of this Easement, Grantee shall pay Grantor a certain sum of money as set forth in a separate agreement between Grantor and Grantee, which amount shall be due and payable to Grantor, prior to Grantor's execution of this Easement.

5. Rights Reserved to Grantor.

(a) Grantor's rights in and to the Easement Premises, Grantor's Property and Grantor's Operations are and shall remain superior to Grantee's rights granted hereunder. Grantor shall not be liable to Grantee for damage to the Facilities due to Grantor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Grantor.

(b) Grantor reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of Grantor's Property, including the Easement Premises, so long as there is no material adverse impact on Grantee's rights in and use of the Easement Premises pursuant to the terms of this Easement. In the event of a violation of this Paragraph 5(b), Grantee's sole and exclusive remedy against Grantor shall be seeking an injunction preventing such third party from creating such material adverse impact on Grantee's rights as aforesaid.

6. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:

(a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of the Facilities on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within ten (10) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in the Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of the Easement Premises and the Facilities to another location owned by and designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee fails to notify Grantor in writing of such election within such ten (10) day period, Grantee shall be conclusively deemed to have elected to reimburse Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to make all changes to the Easement Premises and/or the Facilities, including relocation to another location designated by Grantor, required to avoid conflict with the proposed change in Grantor's Operations, Grantee, at its sole cost and in accordance with all applicable terms and conditions of this Easement, shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than sixty (60) days after the date of such election. In the event Grantee elects to reimburse Grantor for the additional costs to be incurred by Grantor, Grantee shall make such payment within thirty (30) days after Grantor's demand therefor.

(b) Grantee agrees that, within thirty (30) days after the termination of this Easement for any reason, Grantee shall, at its sole cost and expense and only if directed to do so by Grantor in Grantor's sole discretion, remove all of the Facilities from Grantor's Property and restore and repair Grantor's Property to the condition existing prior to the installation of the Facilities. In the event Grantee fails to so remove the Facilities and restore and repair Grantor's Property, Grantor may elect to do so at Grantee's sole cost and expense, and, in such event, Grantor may dispose of the Facilities without any duty to account to Grantee therefor. Grantee shall pay all costs and expenses incurred by Grantor in removing the Facilities, including any storage costs, and any costs incurred by Grantor in restoring and repairing Grantor's Property. Any facilities and equipment that Grantee fails to remove from Grantor's Property within thirty (30) days after the termination of this Easement shall be conclusively deemed to have been

abandoned by Grantee and shall become the sole property of Grantor, without liability or obligation to account to Grantee therefor.

7. Condition of Grantor's Property. Grantee has examined the Easement Premises and knows its condition. Grantee hereby accepts the condition of the Easement Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations or warranties as to the condition, repair or compliance thereof with any laws, and no agreements to make any alterations, repairs or improvements in or about the Easement Premises have been made by or on behalf of Grantor. By accepting possession of the Easement Premises, Grantee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Easement Premises.

8. Conditions Governing Construction, Repair, Maintenance and Other Work.

(a) All work performed by Grantee pursuant to this Easement, including without limitation all work related to the installation, alteration, maintenance (excluding only routine maintenance), repair, relocation, replacement or removal of the Easement and the Facilities, shall be performed in accordance with plans and specifications approved in writing by Grantor prior to the commencement of such work. Grantor shall review and approve any amendments, additions or other changes to such approved plans and specifications, prior to the performance of any work identified therein. Grantor shall have the right (but not the obligation) to supervise Grantee's performance of any such work at the Easement Premises (or any component thereof) and, in the event that Grantor so elects, Grantee shall reimburse Grantor for any and all costs of such supervision, together with a charge for Grantor's overhead, as determined by Grantor.

(b) Prior to the performance of any work, Grantee shall (i) obtain all applicable permits, approvals and authorizations required from any federal, state or local governmental authorities and furnish Grantor with satisfactory evidence that all such approvals have been obtained and (ii) furnish Grantor with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 12 hereof.

(c) Except for emergency repairs affecting the health and safety of the public, Grantee shall provide Grantor with not less than thirty (30) days advance notice of any work (including routine maintenance) so that Grantor may take such protective actions as Grantor deems necessary to ensure the safety and reliability of Grantor's facilities in the area of Grantee's proposed work. Grantee shall postpone the commencement of its work until such time as Grantor has completed any and all such protective work. Any cost and expense of such protective work shall be borne by Grantee and paid by Grantee within thirty (30) days after receipt of a bill therefor.

(d) Grantee hereby agrees that, in the event that Grantee (or any employee, agent, representative, contractor, licensee, invitee or guest of Grantee) performs any grading, leveling, digging or other work of any kind on the Grantor's Property (to the extent expressly permitted under the terms of this Easement) and damages any improvements, fixtures, facilities, equipment, or other property located (now or in the future) at Grantor's Property, then Grantee will either (at Grantor's sole election), (x) promptly cause any such improvements, fixtures, facilities, equipment or other property to be repaired and restored to the same or better condition as the same were in immediately prior to such damage or destruction, or (y) promptly pay Grantor the amount which Grantor estimates (as set forth in a written notice from Grantor to Grantee) will cover the cost and expense of repairing and restoring such damage or destruction. Prior to performing any such grading, leveling, digging or excavation work on the Easement Premises (which work shall be subject to Grantor's prior written approval), Grantee will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Easement Premises are located in

the City of Chicago, or in the event the Easement Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction where the Easement Premises are located, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Easement Premises.

(e) Except for emergency repairs affecting the health and safety of the public, which emergency repairs should be called in within the first 8-hours of entering Grantor's Property and confirmed by Grantor, Grantee shall (in addition to the notice required under subparagraph (c) above) notify Grantor's at (866) 340-2841, at least forty-eight (48) hours in advance of entering Grantor's Property for the performance of any work (including routine maintenance). The timing and scheduling of such work shall be subject to Grantor's prior approval. In the event Grantee is required to perform any emergency repair work affecting the health and safety of the public, Grantee shall notify Grantor in writing of such repair work within forty-eight (48) hours after the performance of such repairs.

(f) Grantee hereby acknowledges that the Easement Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Easement Premises. Grantee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Easement Premises, and provide the proper protection required by such persons or entities, in connection with Grantee's use and occupancy of the Easement Premises. Grantee further agrees to furnish Grantor copies of the correspondence between the any such persons or entities and Grantee. Grantee agrees that this requirement shall apply to any installations currently located on, above or below the Easement Premises and any and all future installations on, above or below the Easement Premises.

(g) Grantor may withhold its approval to the performance of any work hereunder whenever any of the following conditions exist: (i) Grantee is in default under this Easement, (ii) the performance of such work and the use and occupancy of Grantor's Property contemplated by such work in Grantor's judgment will interfere with Grantor's Operations or any other then existing uses of Grantor's Property, or (iii) Grantor and Grantee have failed to enter into such supplemental agreements as Grantor deems necessary or advisable regarding the performance of such work. Grantor retains the right to suspend or stop all such work if in Grantor's sole judgment the ongoing performance of such work endangers Grantor's facilities or threatens to interfere with Grantor's Operations, and Grantor shall incur no liability for any additional cost or expense incurred by Grantee or any third parties in connection with such work stoppage.

(h) All work shall be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, building codes and regulations of applicable governmental authorities. Without limiting the generality of the foregoing, Grantee shall cause all work and the placement of the Easement Premises and the Facilities to meet the applicable requirements of 83 Ill. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any work on behalf of Grantee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Upon completion of the work, Grantee shall (i) provide waivers of liens from each contractor and such other evidence of lien-free completion of the work as Landlord may require and (ii) restore all adjacent and other affected areas of Grantor's Property to their original condition preceding the commencement of such work.

(i) Grantee shall promptly notify Grantor of any damage caused to Grantor's facilities arising out of or related to the performance of such work, including without limitation damage to crops, fences, pasture land or livestock, landscaping and the like and Grantee will reimburse Grantor on demand for the cost of any such repairs and other expenses incurred by Grantor as a result of such damage. The

formula described in Section 15(b) shall be used to determine the amount due Grantor as reimbursement for the cost of such repairs. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds the maximum allowable height under applicable OSHA height standards in effect from time to time, shall be driven, moved or transported on the Easement Premises without Grantor's prior written consent.

(j) There shall be no impairment of any natural or installed drainage facilities occasioned by any work related to the Easement Premises and/or the Facilities and Grantee at its cost shall repair and replace all drainage tiles damaged or destroyed during the performance of such work.

(k) The following additional specific requirements shall apply to the performance of the work related to the Easement Premises and/or the Facilities:

(i) Grantee agrees that the Facilities will be installed in strict conformity with the plans attached hereto as Exhibit C.

(ii) Should any proposed changes to the Easement Premises and/or the Facilities be required, either before or after installation, Grantee, or its successors, shall first submit such changes to Grantor, in the form of revised plans for Grantor's review and approval.

(iii) Where the Facilities cross Grantor's fiber optic cable (TBON), Grantor may require that split plastic duct shall be installed and secured around Grantor's underground fiber optic cables in order to protect the fiber optic cable from any damage during any backfilling operation, all of which shall be performed at Grantee's sole cost and expense.

(v) Grantee agrees, upon completion of the installation of the Facilities, Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of the Facilities. At Grantor's sole election, Grantor may permit Grantee to evenly spread any portion of the remaining topsoil over the Easement Premises so long as Grantee shall not cause or permit the existing ground grade on the Easement Premises to be increased or decreased in excess of eight (8) inches above or below the existing grade level of the Easement Premises as of the date hereof.

(vi) Grantee agrees that all of Grantor's Property as affected by the construction of the Facilities shall be leveled, dressed and the area re-seeded using grass over and along Grantee's entire construction project site, except for those areas that are either tenant occupied for agricultural purposes and/or those areas that involve in wetland construction, where governmental wetland restoration requirements shall take precedence. Grantee shall manage the re-seeding process until a firm grass growth has been established on Grantor's Property. Grantee agrees to leave Grantor's Property in a neat, clean and orderly condition and to the satisfaction of Grantor, including, but not limited to, the re-seeding of Grantor's Property as required.

(vii) Grantee covenants and agrees that, in the event that Grantee installs (or is required (by Grantor or otherwise) to install) any fencing and/or gates in connection with Grantee's work at the Easement Premises (or its use or occupancy of the Easement Premises), Grantee will install, maintain and operate such fences and/or gates in strict compliance with any and all fencing and locking rules, regulations and guidelines which Grantor may deliver to Grantee from time to time.

(viii) Grantee acknowledges and confirms that, in connection with Grantor's review and/or approval of the plans and specifications for Grantee's work at the Easement Premises (as provided in

Subsection 8(a) above), Grantor may require that barricades (“**Barricades**”) be installed on the Easement Premises in order to protect Grantor’s Operations and/or other equipment, improvements and facilities of Grantor and other users and occupants of the Easement Premises. Any such Barricades shall be installed either (at Grantor’s sole option): (A) by Grantee, at Grantee’s sole cost and expense, in a manner satisfactory to Grantor, or (B) by Grantor, in which event Grantee shall pay to Grantor, prior to such installation, Grantor’s reasonable estimate of the cost of such installation of the Barricades.

9. Covenants of Grantee. Grantee hereby covenants and agrees as follows (which covenants shall survive the expiration or termination of this Easement and Grantee’s rights and privileges under this Easement):

(a) Grantee shall obtain and maintain all rights, licenses, consents and approvals required from any governmental authorities or third parties with respect to the installation, use or operation of the Easement Premises and/or the Facilities on Grantor’s Property and, at Grantor’s request, Grantee shall provide Grantor with evidence thereof. Grantee shall cause the Easement Premises and the Facilities to be maintained at all times in good repair and in accordance with all requirements of applicable law, and Grantee shall not permit any nuisances or other unsafe or hazardous conditions to exist in, on or under Grantor’s Property in connection with the Easement Premises and/or the Facilities or Grantee’s use or occupancy of Grantor’s Property. In the event Grantee fails to fully and faithfully perform all such repair and maintenance obligations, Grantor shall have right (but not the obligation) after thirty (30) days’ written notice to Grantee, to cause such repairs and maintenance to be performed and charge the cost thereof to Grantor. In the event Grantor elects to perform such repair and maintenance, the amount due Grantor from Grantee as reimbursement shall be determined using the formula described in Section 15(b) hereof.

(b) Grantee shall install the Facilities and use and occupy the Easement Premises in a manner that avoids any interference with Grantor’s Operations. Within fifteen (15) days after Grantor’s demand therefor, Grantee shall reimburse Grantor for all costs incurred by Grantor as a result of injury or damage to persons, property or business, including without limitation the cost of repairing any damage to Grantor’s equipment or facilities or costs arising from electrical outages, caused by the use and occupancy of the Easement Premises by Grantee, its representatives, employees, agents, contractors, subcontractors and invitees.

(c) Grantee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic’s lien) or claim for lien to be asserted against the Easement Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Grantee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Grantee will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Grantor, Grantor, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Grantee that Grantor shall have no duty to investigate the validity thereof), and Grantee shall promptly upon notice thereof reimburse Grantor for all sums, costs and expenses, including court costs and reasonable attorneys’ fees and expenses, incurred by Grantor in connection with such lien or claim of lien. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liens or claims for lien arising out of or in any way connected with Grantee’s use and occupancy of the Easement Premises.

(d) In addition to, and not in lieu of, the other payments which Grantee is required to make under this Easement, Grantee shall pay the following amounts to Grantor in respect of real estate taxes and assessments, in each case no later than thirty (30) days after Grantor’s written demand therefor:

(i) All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Grantee at the Easement Premises for all periods during which this Easement is in effect, plus

(ii) Any increase in the real estate taxes and other assessments payable with respect to the Easement Premises (or any tax parcel of which the Easement Premises is a part) which is allocable to this Easement, Grantee's use or occupancy of the Easement Premises, or any improvements, structures or fixtures constructed, installed or placed by Grantee at the Easement Premises (but without duplication of any amount payable pursuant to clause (a) above), for all periods during which this Easement is in effect.

For purposes of this Easement real estate taxes or assessments "for" or "with respect to" any particular period (or portion thereof) shall mean the real estate taxes or assessments which accrue with respect to such period, irrespective of the fact that such taxes or assessments may be due and payable within a different period.

Grantee hereby covenants and agrees that Grantee shall, no later than the Tax Exemption Date (as hereinafter defined), at Grantee's sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Easement Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable law. In the event that Grantee is successful in obtaining any such real estate tax exemption for the Easement Premises, then Grantee shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Easement is in effect (and Grantee shall execute such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Grantee is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Easement Premises, then Grantee shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Grantor so requests, take such actions as may be necessary to apply for such exemption (or continuation). For purposes hereof, the term "**Tax Exemption Date**" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Easement, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Easement is executed and delivered.

(e) Grantee shall notify Grantor in writing within thirty (30) days after the date Grantee ceases to use the Easement Premises and/or the Facilities and shall provide Grantor with a properly executed release of this Easement.

10. General Indemnity. To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor and Exelon Corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "**Losses**"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "**Claims**"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns ("**Grantee Parties**") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this

Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

11. Waiver. Any entry onto Grantor's Property by Grantee Parties shall be at such parties' sole risk, and Grantor makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding Grantor's Property or the condition of Grantor's Property (including, without limitation, the environmental condition thereof). To the fullest extent permitted under applicable law, each of Grantee Parties hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by such Grantee Parties in connection with any entry onto Grantor's Property pursuant to this Easement. This Section will survive termination of this Easement.

12. Insurance. (a) Grantee agrees to require its contractors, before commencing any work on the Easement Premises to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Grantor as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 04)) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars (\$4,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted. (CGL insurance includes, but is not limited to coverage for claims against Grantor for injuries to employees of Grantee and its contractors or any subcontractors) Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage,

covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$4,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

Grantee will, in any event, purchase and maintain during the term hereof:

COVERAGE #4

Commercial General Liability (CGL) Insurance (with coverage consistent with ISO CG 00 01 12 04) with a limit of not less than four million dollars (\$4,000,000) per occurrence covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations (CGL insurance includes, but is not limited to coverage for claims against Grantor for injuries to employees of Grantee and its contractors or any subcontractors). Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 2026 (11/85) or combination of ISO Form CG 20 10 10 01 and GC20 37 19 91. (ii) Automobile Liability in an amount of not less than \$1,000,000 per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

COVERAGE #5

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence.

Grantee may substitute lower limits for any of the policies listed above, provided that Grantee maintains an umbrella or excess liability policy or policies which provide a total minimum limit of \$4,000,000.00 per occurrence for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

(b) If any work on the Easement Premises involves or includes any contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Grantee and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Easement Premises. Coverage shall be maintained in an amount of at least five million dollars (\$5,000,000) per loss and

aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Grantor shall be included as an additional insured and the policy shall be primary with respect to Grantor as the additional insured.

(c) There shall be furnished to Grantor, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph. Insurance coverage as required herein shall be kept in force until all work has been completed. All policies shall contain a provision that coverages afforded under the policies will not be canceled or material change until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Grantor.

(d) Grantee shall provide evidence of the required insurance coverage under Coverage #4 and #5, which shall be delivered to Grantor upon execution of this document. The insurance under Coverage #4 and #5 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Grantee may, at its discretion, obtain. Grantee shall also provide Grantor with evidence of all of the insurance required hereunder prior to the effective date of the Lease whenever any insurance policy procured by Grantee hereunder is renewed and whenever Grantee obtains a new insurance policy hereunder.

(e) Insurance coverage provided by Grantee and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Grantor for Grantor's own negligence, (ii) limits the duty to defend Grantor under the policy, (iii) provides coverage to Grantor only if Grantee or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

(f) To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Grantor
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Grantee's, or its Contractors' insurance carrier might exercise against Grantor; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

(g) Grantor hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Grantee and/or its contractors.

(h) WAIVER OF SUBROGATION. Grantee and its contractors shall waive all rights of subrogation against Grantor under those policies procured in accordance with this Easement.

13. Environmental Protection.

(a) Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Grantee, nor any of Grantee Parties, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Easement Premises. Without limiting any other indemnification obligations of Grantee contained herein, Grantee hereby agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied, assessed or asserted by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, spilled or released by any Grantee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Easement Premises. For purposes of this Easement, the term "**Hazardous Materials**" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "**Environmental Laws**" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute, ordinance or common law pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) If there are wetlands on the Easement Premises, or if wetlands should develop on the Easement Premises during the term of this Easement, Grantee shall strictly comply with and observe all applicable Environmental Laws. At Grantor's request, Grantee, at its cost, shall furnish Grantor with a survey of the Easement Premises delineating any wetland areas located on the Easement Premises. Under no circumstances shall Grantee change the physical characteristics of any wetland areas located on the Easement Premises or any adjoining land or place any fill material on any portion of the Easement Premises or adjoining land, without in each instance obtaining Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion), and only then in compliance with applicable Environmental Laws.

(c) Grantee shall provide Grantor with prompt written notice upon Grantee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Materials affecting the Easement Premises.

(d) This Section shall survive the expiration or other termination of the Easement.

14. Defaults. The occurrence of any of the following shall constitute an event of default ("**Event of Default**") under this Easement:

(a) Grantee shall fail to pay when due any amount payable to Grantee hereunder and such failure continues for a period of ten (10) days after notice thereof from Grantor; or

(b) Grantee shall breach or violate any of its duties or obligations set forth in Section 9(c) or Section 12 of this Easement; or

(c) Grantee shall at any time be in default in any other covenants and conditions of this Easement to be kept, observed and performed by Grantee and such default continue for more than thirty (30) days (or such shorter time period as may specifically set forth in this Easement) after notice from Grantor; or

(d) A receiver, assignee or trustee shall be appointed for Grantee or if the Grantee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Grantee; or

(e) Grant shall fail to complete construction of the Facilities on or before thirty six (36) months after the date of this Easement or shall fail to operate or maintain the Facilities for a period of twelve (12) consecutive months.

15. Remedies. Upon the occurrence of an Event of Default, Grantor may exercise any one or more of the following remedies (which remedies shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) terminate this Easement and all rights and privileges of Grantee under this Easement by written notice to Grantee; or

(b) take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the rate of nine (9%) percent and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor's presentment of demand therefor; or

(c) any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee's obligations hereunder. Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney's fees and costs incurred by Grantor in enforcing Grantee's obligations under this Easement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Easement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in this Easement shall not constitute a waiver of any breach or violation of the terms or conditions of this Easement.

16. Notices. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Grantor:

Commonwealth Edison Company
Three Lincoln Centre 4th FL
Oakbrook Terrace, Illinois 60181
Attn: Real Estate Services

with a copy to:

Exelon Business Services Company, LLC
Law Department
10 South Dearborn Street, 49th Floor
Chicago, Illinois 60613
Attn: Assistant General Counsel – Real Estate

If to Grantee:

Village of Lemont
418 Main Street
Lemont, Illinois 60439
Attn: Village Administrator

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

17. No Assignment by Grantee. This Easement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns and the owners of Grantee's Property and Grantor's Property, from time to time; provided, however, that Grantee shall have no right to assign all or any portion of its right, title, interest or obligation in this Easement or under this Easement without the prior written consent of Grantor, which consent may be granted or withheld by Grantor in its sole and exclusive discretion. Any attempt by Grantee to assign all or any portion of its interest hereunder in violation of the foregoing shall be void and of no force and effect. The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns (as to Grantee such assigns being limited to its permitted assigns), and the owners of Grantor's Property and Grantee's Property, from time to time. For purposes of this Easement, any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Grantee shall constitute an assignment of this Easement, and shall be subject to the terms and provisions of this Section 17. For purposes hereof, a "controlling" interest in Grantee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Grantee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Grantee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

18. Entire Agreement; Recitals. This Easement, the exhibits and addenda, if any, contain the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. The recitals set forth at the beginning of this document are hereby incorporated into this Settlement Agreement and made a part hereof.

19. Transfer by Grantor. Upon any transfer or conveyance of the Easement Premises by Grantor, the transferor shall be released from any liability under this Easement, and the transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance.

20. No Oral Change. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

21. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

22. Governing Law, Venue. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Easement (each a "**Proceeding**"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

23. Time is of the Essence. Time is of the essence of each and every provision of this Easement.

24. Severability. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Easement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Easement. In the event any provision of this Easement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Easement to its original intent and effect.

25. No Reinstatement. No receipt of money by Grantor from Grantee, after the expiration or termination of this Easement shall renew, reinstate, continue or extend the term of this Easement.

26. Non-Affiliated. By signing this Easement, Grantee affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, and their respective parents, subsidiaries and affiliates, nor has any affiliated interest in the Commonwealth Edison Company or Exelon Corporation, and their respective parents, subsidiaries and affiliates.

27. Counterparts. This Easement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

28. No Assessment. By signing this Easement Grantee agrees that Grantor or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local improvement project or otherwise charged for the cost of such improvements.

29. No Third Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.

30. Illinois Commerce Commission Approval. Grantor and Grantee acknowledge that Grantor is a public utility regulated by the Illinois Commerce Commission (“**Commission**”) and other governmental authorities, and this Easement and the obligations of the parties hereto are subject to all legal requirements applicable to Grantor as a public utility. Although it is not expected that the Commission’s or other governmental authority’s approval will be required for this Easement, the rights and obligations of the parties hereunder are conditioned upon the Commission’s and any other applicable governmental authority’s approval of this Easement, under any circumstances in which such approval is required. It is further agreed and understood that this Easement may be terminated by Grantor immediately at any time in the event that Grantor is required to do so by the Commission or some other governmental authority.

31. Labor Relations. Neither Grantee nor any of Grantee’s authorized agents shall, at any time, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Easement Premises, or permit any materials to be delivered to or used in the Easement Premises, if, in Grantor’s sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of Grantor’s Property (or any other property) by Grantor, Grantee or others, or the use and enjoyment of Grantor’s Property by Grantor or other lessees or occupants of Grantor’s Property. In the event of such interference or conflict, upon Grantor’s request, Grantee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave Grantor’s Property immediately.

32. Independent System Operator. In the event responsibility for management or operation of all or any portion of Grantor’s electrical transmission facilities located in or on the Grantor’s Property is transferred or assigned by Grantor to an independent system operator (“ISO”) or another third party, then Grantee agrees to recognize the right of such ISO or third party to exercise all or any part of Grantor’s rights under this instrument.

33. Additional Requirements. Grantee shall comply with all of the additional requirements set forth on and contained in Exhibit D attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.

COMMONWEALTH EDISON COMPANY

By: _____
Timothy Hughes
Director, Real Estate and Facilities

VILLAGE OF LEMONT

By: _____
Print: _____

SCHEDULE OF EXHIBITS

- A Legal Description of Grantor’s Property
- B Easement Diagram and Legal Description of Easement Premises
- C Easement Plans
- D Additional Requirements

STATE OF IL)
) SS
COUNTY OF DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Timothy Hughes, personally known to me to be the Director, Real Estate and Facilities of COMMONWEALTH EDISON COMPANY, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Director, he signed and delivered such instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2013.

Notary Public

Commission expires:_____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered such instrument pursuant to authority given by the _____ of such _____, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such _____, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 20__.

Notary Public

Commission expires:_____

EXHIBIT A TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

THE WEST TWO HUNDRED FIFTY (250) FEET OF THE EAST HALF OF THE NORTHEAST QUARTER AND THE WEST TWO HUNDRED FIFTY (250) FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION THIRTY-FIVE (35), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTHEAST QUARTER OF SECTION TWENTY SIX (26), TOWNSHIP THIRTY SEVEN (37) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUTNY, ILLINOIS.

P.I.N. 22-35-201-017 & **22-26-401-001**

EXHIBIT B TO EASEMENT AGREEMENT

EASEMENT DIAGRAM AND LEGAL DESCRIPTION OF EASEMENT PREMISES

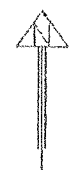
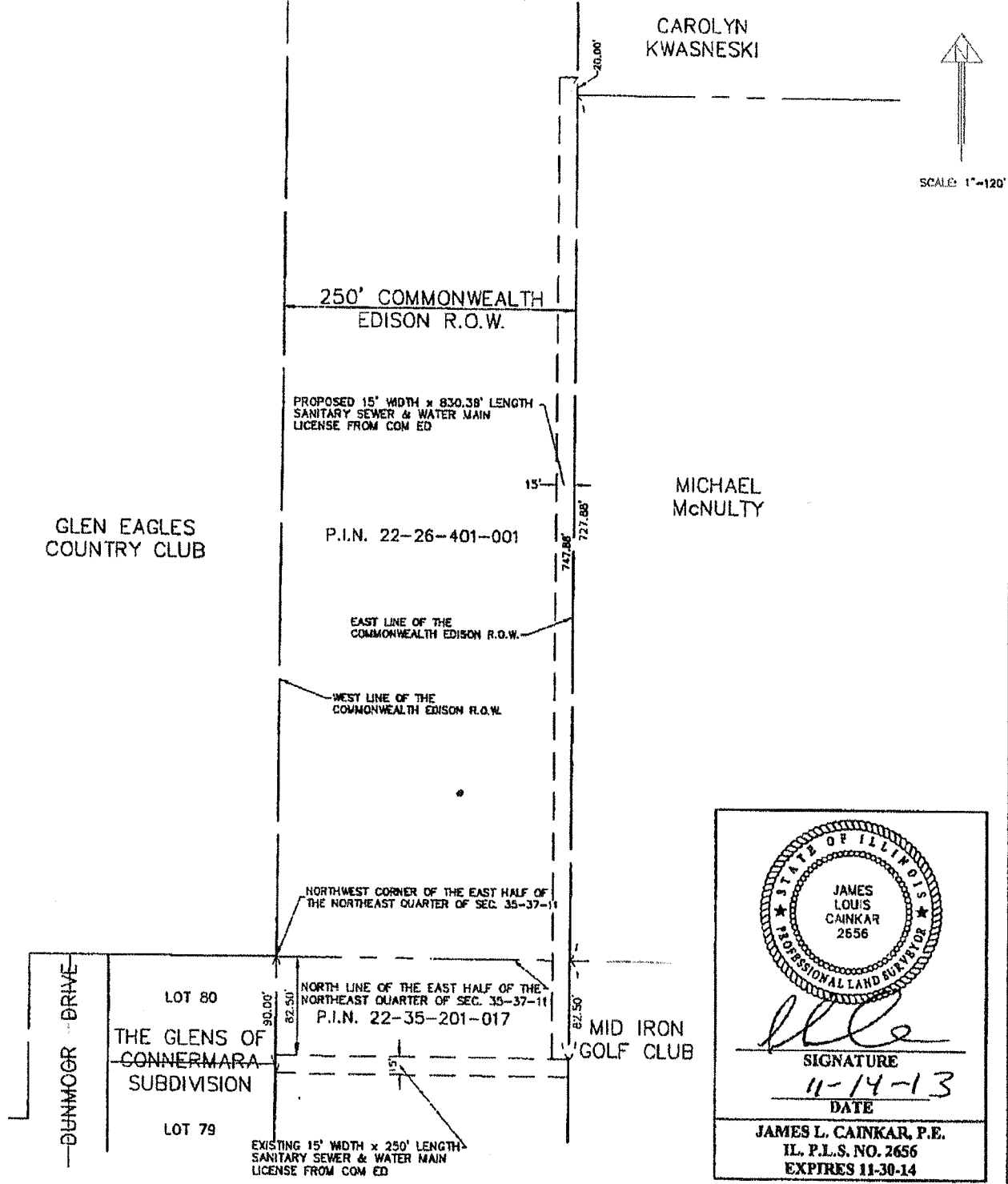
P.I.N. 22-26-401-001
P.I.N. 22-35-201-017

PLAT OF EASEMENT

FOR 10" SANITARY SEWER AND 12" WATER MAIN PURPOSES GRANTED TO THE VILLAGE OF LEMONT

OVER

THE EAST 15.00 FEET OF THE WEST 250.00 FEET OF THE NORTH 82.50 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 15.00 FEET OF THE WEST 250.00 FEET OF THE SOUTH 747.88 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



SCALE: 1"=120'

JAMES LOUIS CANKAR
2656

SIGNATURE

11-14-13

DATE

JAMES L. CANKAR, P.E.
IL. P.L.S. NO. 2656
EXPIRES 11-30-14

DATE: 11/14/13 PROJECT NO. 11120 SHEET 1 OF 1

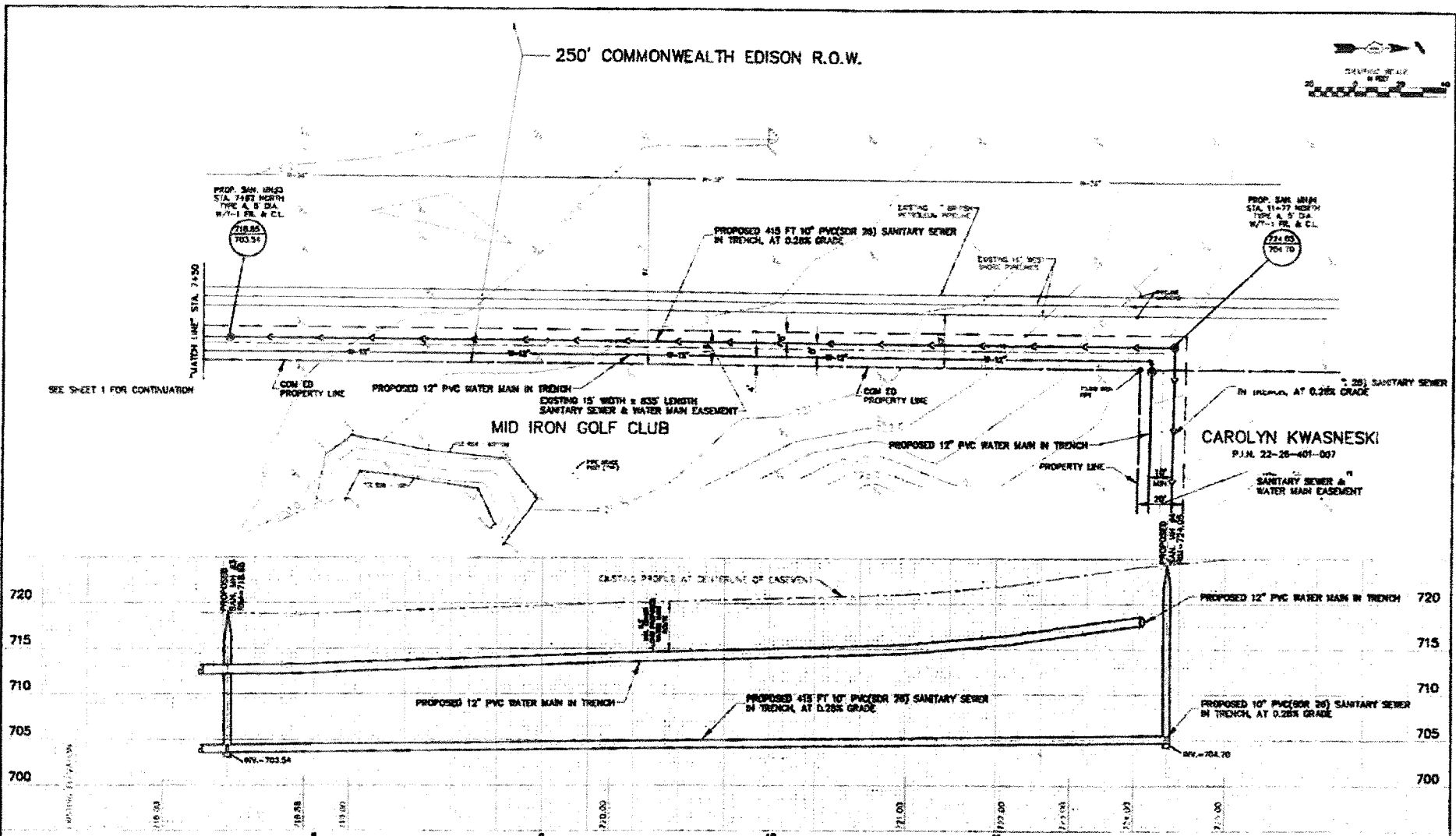
MID IRON NO. (3)

4179

EXHIBIT "B"

EXHIBIT C TO EASEMENT AGREEMENT

EASEMENT PLANS



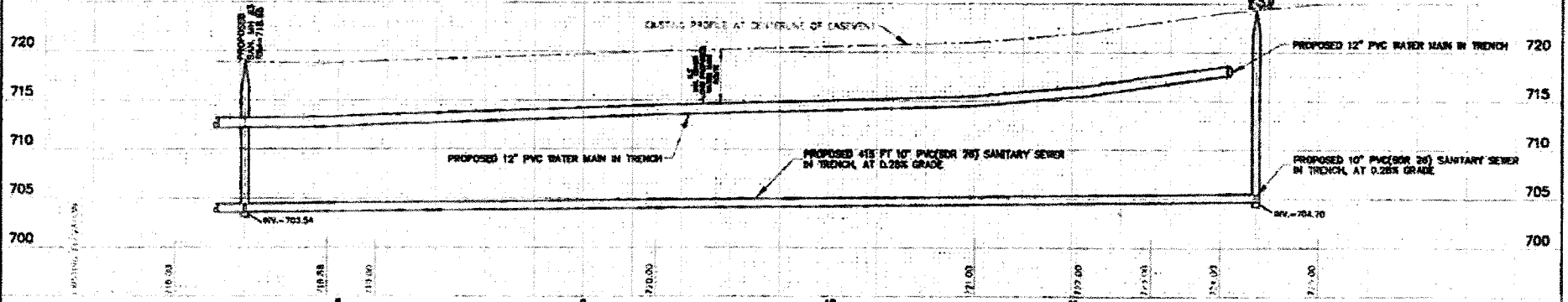
PROP. SAN. MAN
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TYPE A, 8" DIA.
W/T-1 SB & CL.
718.80
703.54

PROP. SAN. MAN
STA. 11-77.00
TYPE A, 8" DIA.
W/T-1 SB & CL.
724.00
704.70

SEE SHEET 1 FOR CONTINUATION

MID IRON GOLF CLUB

CAROLYN KWASNESKI
P.L.N. 22-26-401-007
SANITARY SEWER &
WATER MAIN EASEMENT



Frank Novotny & Associates, Inc.
Civil Engineers
625 Midway Drive • Willowbrook, IL • 60527 • Telephone: (630) 817-8000 • Fax: (630) 817-0100
Illinois Professional Design Firm No. 184 079928

PROJECT
**VILLAGE OF LEMONT, ILLINOIS
E AT MID IRON GOLF CLUB (NO. 3)**

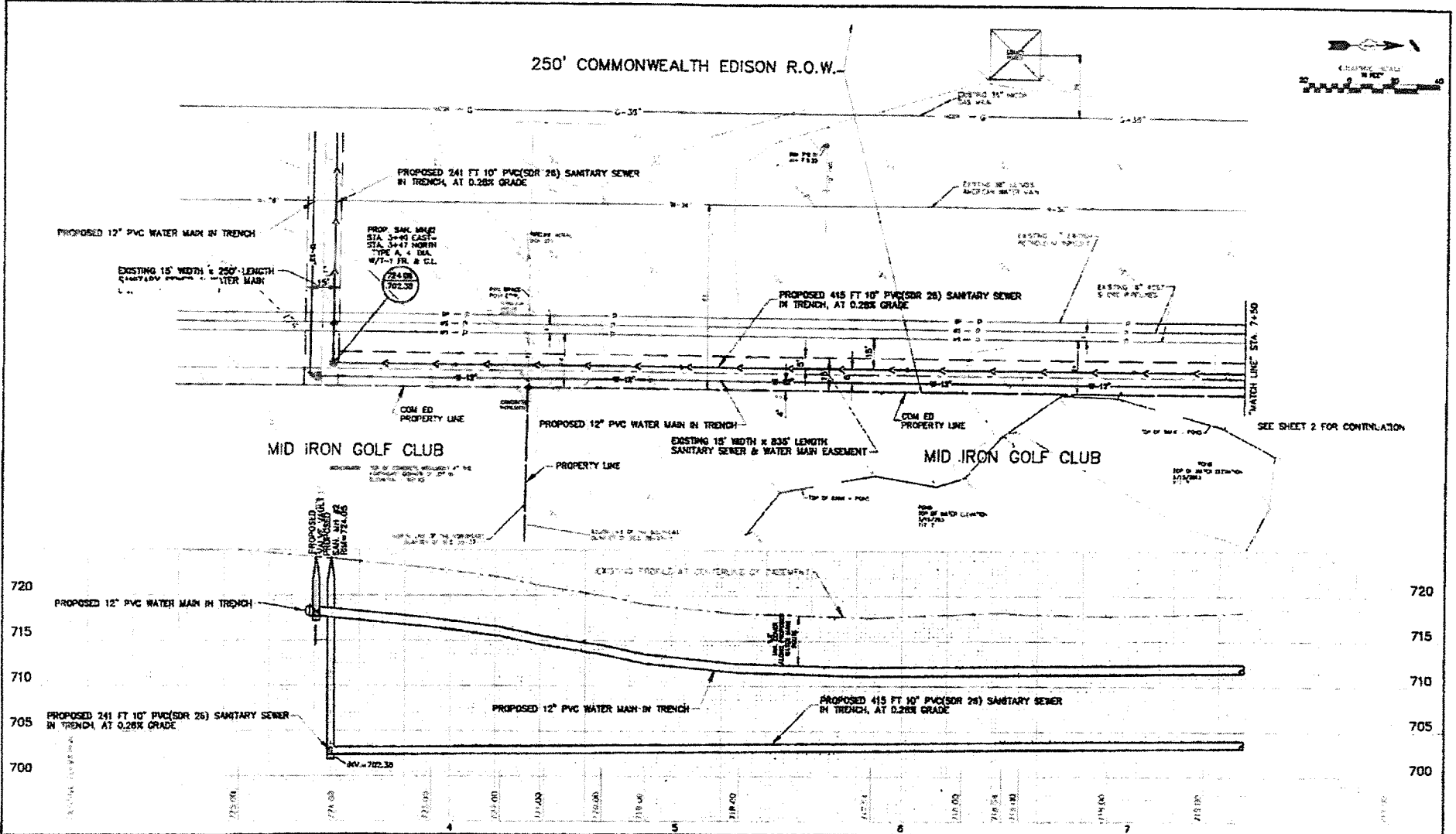
REVISIONS	
NO.	DESCRIPTION
1	AS SHOWN

PLAN & PROFILE:
C/MAN BY: [Signature]
DATE: [Date]

PROJECT NO. 11120
SCALE: HORIZ. = 1"=20'; VERT. = 1"=5'
DATE: JULY, 2011
DESIGNED BY: [Name]
CHECKED BY: [Name]
DRAWN BY: [Name]
SHEET 2 OF 2 SHEETS

EXHIBIT 1 EXHIBIT 2

250' COMMONWEALTH EDISON R.O.W.



SEE SHEET 2 FOR CONTINUATION

<p>Frank Novotny & Associates, Inc. Civil Engineers 525 Matney Drive • Woodstock, IL • 60521 • Telephone: (815) 817-8840 • Fax: (815) 817-0132 Illinois Professional Engineer: Permit No. 181-002923</p>	<p>PROJECT VILLAGE OF LEMONT, ILLINOIS MID IRON GOLF CLUB (NO. 3)</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>BY</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>JAC</td> <td>4-22-11</td> <td>ISSUED EXISTING EASEMENTS</td> </tr> </table>	NO.	BY	DATE	DESCRIPTION	1	JAC	4-22-11	ISSUED EXISTING EASEMENTS	<p>PLAN & PROFILE</p> <table border="1"> <tr> <td>DESIGNED BY</td> <td>CHKD BY</td> </tr> <tr> <td>DRAWN/SCHEMATIC</td> <td>IN CHARGE</td> </tr> <tr> <td>JFP/JAC</td> <td>EA</td> </tr> <tr> <td>CHECKED/APPROVED</td> <td>DATE</td> </tr> <tr> <td>THK/JAC</td> <td>JULY, 2011</td> </tr> <tr> <td></td> <td>FIELD BOOK NO.</td> </tr> <tr> <td></td> <td>AREA</td> </tr> </table>	DESIGNED BY	CHKD BY	DRAWN/SCHEMATIC	IN CHARGE	JFP/JAC	EA	CHECKED/APPROVED	DATE	THK/JAC	JULY, 2011		FIELD BOOK NO.		AREA	<p>PROJECT NO. 11120</p> <p>SCALE H: 1" = 20', V: 1" = 5'</p> <p>DATE JULY, 2011</p> <p>SHEET 1 OF 2 SHEETS</p>
		NO.	BY	DATE	DESCRIPTION																					
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DESIGNED BY	CHKD BY																									
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CHECKED/APPROVED	DATE																									
THK/JAC	JULY, 2011																									
	FIELD BOOK NO.																									
	AREA																									

EXHIBIT E

EXHIBIT D TO EASEMENT AGREEMENT

ADDITIONAL REQUIREMENTS

1. Grantee's proposed grade changes cannot exceed eight (8) inches within the right-of-way unless Grantee can ensure that the existing drainage patterns are not affected, storm water does not pool on the right-of-way or adjacent properties and Grantor's NESC safety clearances are not violated.
2. Grantee should not leave trenches open overnight. Also, Grantee cannot place any obstruction on Grantor's Property that will restrict the Grantor's ability to access, operate and maintain existing and future transmission and distribution facilities.
3. Grantee cannot leave construction equipment and materials on the Easement Premises when there is no work activity.
4. The Facilities must be designed for HS20 axle loading per AASHTO highway specification.
5. Under no circumstances, should truck beds be raised underneath Grantor's transmission lines.
This note should be added to any construction drawings.
6. Upon completion of the project, the Grantee must remove any equipment, construction debris and material from the right-of-way and restore any undisturbed areas of the right-of-way to their pre-construction condition.
7. A joint walk-down should be scheduled prior to construction between G4S Technology and the construction contractor by contacting Doug Gones (630-739-0546) at G4S Technology to determine if the cable requires protection or needs to be relocated.
8. Environmental Requirements
 - All applicable regulations must be followed including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices.
 - Should Grantor request any of the following materials at any time or from time to time, Grantee must be prepared to provide the following information to Grantor (please reference Project Code SR 3095252 in any communications with ComEd)
 - A letter that summarizes the results of Grantee's analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, endangered species impacts, etc.) in connection with the construction, operation or maintenance of the Facilities.
 - A copy of any environmental permits required or obtained by Grantee for the construction, operation, use and maintenance of the Facilities and Grantee's use of the Easement Premises.
 - Wetland delineation (and necessary permits) is required to be provided to ESD prior to construction.
 -
 -
 -

Village Board Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator
Eileen Donahue, HR Generalist

Subject: **Update to the Approved Employee Personnel Manual**

Date: January 8, 2014

BACKGROUND/HISTORY

After discussion and adoption of Resolution R-54-13, Amending Personnel Manual, on December 9, 2013, staff was made aware of a minor but important change to one section.

Therefore, in section 2.16; Hiring of Relatives, the word *grandchildren* has been added in the applicable relationship section.

While this is a minor change it does require Board approval.

RECOMMENDATION

Approve the minor change to the updated Personnel Manual approved on December 9, 2013.

RESOLUTION NO. _____

**A RESOLUTION AMENDING PERSONNEL MANUAL
(Hiring of Relatives)**

WHEREAS, on December 9, 2013, the President and Board of Trustees adopted Resolution No. R-54-13 which adopted in full the Village of Lemont Personnel Manual effective as of January 1, 2014; and

WHEREAS, the President and Board of Trustees desire to amend the Village of Lemont Personnel Manual further with respect to the hiring of relatives;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES as follows:

SECTION 1: The foregoing findings and recitals, and each of them, are hereby adopted as Section 1 of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2: That the Village of Lemont Personnel Manual effective January 1, 2014, shall be amended so that Section 2.16, Hiring of Relatives, is amended with additions indicated in bold, underlined text as noted below:

2.16 Hiring of Relatives

Under most circumstances a supervisory relationship shall not exist between relatives. This shall include newly hired employees as well as promoted employees. This regulation shall apply to all full-time, part-time, and temporary positions which may become vacant.

Should a supervisory relationship occur between relatives due to promotion, marriage or other action, the subordinate employee shall be reassigned to an equivalent position. Should no equivalent position be available, the subordinate employee will be required to resign.

No applicant shall be appointed for employment if that individual is related to an elected official serving a term of office within the Village of Lemont. This restriction shall not apply to those individuals who may be appointed prior to a relative being elected or any individual who may have been hired prior to the adoption of this manual. This restriction also does not apply to temporary, paid on call or seasonal positions, so long as the related elected official is not the individual in charge of hiring for that position.

The applicable relationships covered under this section are listed as follows: mother, father, brother, sister, grandmother, grandfather, **grandchild**, son, daughter, spouse (including same sex spouses if legally recognized under Illinois law), civil partner (as

defined under the Illinois Religious Freedom Protection and Civil Union Act), mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law and the parents, siblings and children of civil partner.

If an individual is hired without disclosing such a relationship, that employee shall be subject to termination upon discovery by the appropriate appointing authority.

SECTION 3: All other provision of the Lemont Personnel Manual shall remain in full force and effect.

SECTION 4: This Resolution shall be in full force and effect from and after its passage as provided by law.

SECTION 5: The Village Clerk of the Village of Lemont shall certify to the adoption of this Resolution and cause the same to be published in pamphlet form.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 13th day of JANUARY, 2014.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: George Schafer, Village Administrator

Subject: A Resolution Authorizing the Third Amendment to the Intergovernmental Agreement between the Village of Lemont, School District 113A, School District 210, Lemont Fire Protection District, Lemont Library District, Lemont Park District and Lemont Township for Common Tax Defenses

date: January 7, 2014

BACKGROUND/HISTORY

In 2004 the Village entered into an intergovernmental agreement with the several other Lemont taxing districts for the purpose of providing a common defense for the taxing bodies in regards to property tax objection cases. The agreement has since been amended again, same terms just extending effective dates. This third minor amendment adds the common defense of tax rate objections in addition to the services currently being provided as part of the agreement.

RECOMMENDATION

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Motion to Approve Resolution

ATTACHMENTS (IF APPLICABLE)

1) Resolution

Resolution No. _____

**A RESOLUTION APPROVING EXECUTION OF THE
THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the Mayor and Village Board of the Village of Lemont have determined that it is in the interest of the health, safety and welfare of its residents to enter into intergovernmental agreements from time to time;

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreement is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.);

WHEREAS, in September, 2004, the Village entered into an Intergovernmental Agreement with the School District 113A of Cook and DuPage Counties, Illinois ("District 113"), Lemont Fire Protection District of Cook, Will, and DuPage Counties, Illinois ("Fire District"), Lemont Library District of Cook and DuPage Counties, Illinois ("Library District"), Lemont Park District of Cook, Will, and DuPage Counties, Illinois ("Park District"), Lemont Township of Cook County, Illinois ("Township"), and Lemont Township High School District 210 of Cook and DuPage Counties ("District 210") (collectively referred to herein as the "Parties");

WHEREAS, the Parties executed a First Amendment to Intergovernmental Agreement in 2008;

WHEREAS, the Parties executed a Second Amendment to Intergovernmental Agreement in 2012;

WHEREAS, the Parties desire to execute the Third Amendment to Intergovernmental Agreement attached hereto as Exhibit A.

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Lemont as follows:

SECTION ONE: The Third Amendment to Intergovernmental Agreement, attached as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION TWO: The Mayor and/or Village Administrator are authorized to execute the Third Amendment to Intergovernmental Agreement, to make minor changes to the documents prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this resolution.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 13th day of JANUARY, 2014.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This Third Amendment dated as of the _____ day of _____ 201__, by and between School District 113A of Cook and DuPage Counties, Illinois (“District 113”), Lemont Fire Protection District of Cook, Will, and DuPage Counties, Illinois (“Fire District”), Lemont Library District of Cook and DuPage Counties, Illinois (“Library District”), Village of Lemont of Cook, Will, and DuPage Counties, Illinois (“Village”), Lemont Park District of Cook, Will, and DuPage Counties, Illinois (“Park District”), Lemont Township of Cook County, Illinois (“Township”), and Lemont Township High School District 210 of Cook and DuPage Counties (“District 210”) (collectively referred to herein as the “Parties”),

WITNESSETH:

WHEREAS, the Parties entered into an Intergovernmental Agreement dated as of September, 2004 (the “Agreement”); and

WHEREAS, the Parties have subsequently amended the Agreement to extend the terms of the Agreement through the mid-year of 2017; and

WHEREAS, the Parties hereto wish to now extend the Agreement to include the defense of Tax Rate Objections against the various parties hereto;

NOW THEREFORE, It Is Hereby Agreed:

Section 1. The recitals contained in this Third Amendment are incorporated herein and are made a part hereof as if fully set forth herein.

Section 2. Paragraph 2 of the Agreement is hereby amended so as to insert the following Paragraph 2 as and for the original paragraph 2:

2. The parties hereto engage Scott E. Nemanich of Hinshaw & Culbertson LLP as their attorney to intervene in any and all tax cases at the Board of Review, and Property Tax

Appeal Board ("PTAB") level to protect their respective tax bases as well as to intervene and represent them involving all tax rate objections so as to further protect their taxpayers from paying an inordinate proportion of taxes.

Section 3. The provisions contained herein shall become a part of the original Intergovernmental Agreement dated September, 2004 and shall supersede any provisions to the contrary.

Executed this _____ day of _____, 201__.

VILLAGE OF LEMONT

By: _____
Mayor

Attest:

By: _____
Clerk

SCHOOL DISTRICT 113A

By: _____
President

Attest:

By: _____
Secretary

LEMONT FIRE PROTECTION DISTRICT

By: _____
President

Attest:

By: _____
Secretary

LEMONT LIBRARY DISTRICT

By: _____
President

Attest:

By: _____
Secretary

LEMONT PARK DISTRICT

By: _____
President

Attest:

LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210

By: _____
President

Attest:

By: _____
Secretary

By: _____
Secretary

LEMONT TOWNSHIP

By: _____
Township Supervisor

Attest:

By: _____
Clerk

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: George Schafer, Village Administrator
Kevin Shaughnessy, Police Chief
Tom Ballard, LEMA Director

Subject: An Ordinance Amending Chapter 2.48 of the Lemont Municipal Code:
Emergency Management Agency

date: January 6, 2014

BACKGROUND/HISTORY

In an ongoing effort to be National Incident Management System (NIMS) compliant, staff is recommending an update to the section of the municipal code that addresses the Village's emergency management agency. The updates primarily include the changes in positions within the Village over the years since the last update.

RECOMMENDATION

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Motion to Approve Ordinance

ATTACHMENTS (IF APPLICABLE)

- 1) Ordinance

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE
(Chapter 2.48 Emergency Management Agency)**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ___ DAY OF _____, 2014**

Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this ___ day of _____, 2014.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE
(Chapter 2.48 Emergency Management Agency)**

WHEREAS, the Village of Lemont (“Village”) is an Illinois Municipal Corporation pursuant to the Illinois Constitution of 1970 and the Statutes of the State of Illinois;

WHEREAS, the Village of Lemont desires to amend the Lemont Municipal Code with respect to the Village’s Emergency Management Agency.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT and BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1: The foregoing findings and recitals, and each of them, are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The Lemont, Illinois Municipal Code (“Village Code”), as amended, is hereby further amended in Title 2, Administration and Personnel, Chapter 2.48, Emergency Management Agency, with additions shown in bold and underlined text and deletions shown in strikethrough, so that said Chapter 2.48 shall be read as follows:

CHAPTER 2.48. - EMERGENCY MANAGEMENT AGENCY

2.48.010. - Establishment; regulations adopted into emergency operation plan; agency composition.

2.48.020. - Agency functions.

2.48.030. - EMA coordinator appointed; responsibilities and functions.

2.48.040. - Incident Management Team (IMT) created.

2.48.050. - Service as mobile support team.

2.48.060. - Agreements with other political subdivisions.

2.48.070. - Emergency Action.

- 2.48.080. - Compensation.
- 2.48.090. - Reimbursement by state.
- 2.48.100. - Purchases and expenditures.
- 2.48.110. - Oath.
- 2.48.120. - EMA office and Emergency Operation Center (EOC).
- 2.48.130. - Appropriation; levy of taxes.
- 2.48.140. - Continuity of government.

2.48.010. - Establishment; regulations adopted into emergency operation plan; agency composition.

- (a) There is hereby created the village emergency management agency (LEMA) to prepare, respond, mitigate, and recover and to alleviate injury or damage resulting from disaster caused by enemy attack, sabotage or other hostile action, or from natural or manmade disaster, in accordance with the Illinois Emergency Management Agency Act 20 ILCS 3305/1 et seq.
- (b) The village will adopt into the Lemont Emergency Operation Plan any Homeland Security Presidential Directive, state and federal regulations from the state emergency management agency or the Federal Emergency Management Agency.
- (c) The Lemont Emergency Management Agency (LEMA) shall consist of the emergency management agency coordinator, Incident Management Team (IMT), and such additional members as may be selected by the EMA coordinator.

2.48.020. - Agency functions.

The village emergency management agency shall perform state and federal emergency management principles within the village, as shall be prescribed in and by the Lemont Emergency Operation Plan. The agency will also carry out plans and programs prepared by the EMA coordinator and such orders, rules and regulations as may be promulgated by the mayor and village administrator. In addition, the agency shall perform such duties outside the corporate limits of the village, as may be required pursuant to any mutual aid agreement with any other political subdivision, municipality, or quasi-municipality entered into as provided for in the Illinois Emergency Management Agency Act and Illinois Emergency Management Agency Administrative Code.

2.48.030. - EMA coordinator appointed; responsibilities and functions.

- (a) The EMA coordinator of the village emergency management agency shall be appointed by the village president with the consent of the village board.
- (b) The EMA coordinator serves as key leader in planning, coordinator of operations, village liaison to build the emergency management program and coordinating all aspects of mitigation, preparedness, and response and recovery capabilities.

- (c) The EMA coordinator has the responsibility for coordinating all the components of the emergency management program in the village. These components consist of an Emergency Operation Center, Incident Management Team (IMT), police, fire, emergency medical services, public works, volunteers, other villages, and county, state, and federal departments/agencies contributing to the management of an emergency/disaster in the village. The organization and evaluation of these components of the village's Emergency Operation Plan is the responsibility of the EMA coordinator.
- (d) The management of resources and establishment of response and recovery strategies during periods of major emergency and disaster require careful coordination and direction. To ensure this coordinated effort, an Incident Management Team headed by the village administrator shall be established and consist of village officials and department/agency heads.
- (e) The EMA coordinator has the responsibility for development and coordinates the implementation of a comprehensive strategy for emergency management for the protection of the village from terrorist threats, attacks, and natural or manmade disasters. The EMA coordinator shall perform the functions necessary to carry out this mission, including the functions specified in the village, county, state and federal policies and law.
- (f) The EMA coordinator has the responsibility for the support, the development and coordinates the implementation of a comprehensive Homeland Security Program for the protection of the village from terrorist threats and attacks. The EMA coordinator shall perform the functions necessary to carry out this mission as directed by the ~~chief of police~~ **Village Administrator**.

2.48.040. - Incident Management Team (IMT) created.

- (a) The Incident Management Team (IMT) is a key component in the village's emergency management system. The team has many functions in the preparedness, response, recovery and mitigation of the village's emergency management program.
- (b) The team members are made up of the village administrator, EMA coordinator, department heads **directors** and the Lemont Fire Protection District Chief.
- (c) The IMT will define the institutional requirements of the village's inter-jurisdictional coordination of NIMS preparedness, response, recovery, and mitigation requirements. The IMT establishes and maintains the following multi-agency coordination mechanisms:
 - (1) Preparedness.
 - a. Each member will assist in the development and reviewing of the Emergency Operation Plan, guidelines for EOC operations and public information preparedness guidelines.

- b. Each department ~~head~~ **director** will develop and review all standard operating procedures (SOPs)/standard operating guidelines (SOGs) for their department/agency.
- c. Each department ~~head~~ **director** and EMA coordinator will develop SOPs and exercises with private and public organizations, and other local, county, state and federal agencies to ensure that the village's Incident Command System is integrated and interoperable across jurisdictional lines.
- d. 1. The IMT will define the institutional preparedness of the village's inter-jurisdictional coordination of NIMS preparedness requirements. The IMT establishes and maintains the following multi-agency coordination mechanisms:
 - (i) The village's EOC will coordinate between all local, county, state, and federal Emergency Operation Centers (EOCs).
 - (ii) Review mutual-aid agreements.
 - (iii) Has an Incident Information System for the public.
 - (iv) Has a nongovernmental organization and private sector outreach program.
 - (v) The village PIO has a public awareness and information system.
 - (vi) The police chief and the EMA coordinator have mechanisms to deal with information and operations security.
 - (vii) The IMT will validate, integrate and prioritize the operational needs of NIMS in the village.
- 2. The IMT has adopted relevant NIMS standards, guidelines, processes and protocols in the following areas:
 - (i) Planning.
 - (ii) Training.
 - (iii) Equipment.
 - (iv) Follow IEMA Administration Code for Exercise Requirements.
 - (v) Follow IEMA Administration Code for Evaluation Requirements.
 - (vi) Take corrective actions.
 - (vii) Take mitigation actions.
 - (viii) Will coordinate training classes and/or exercises with the EMA coordinator for their department in NIMS, the EOP, guidelines and their SOPs/SOGs.

- (ix) The village's EOP, these guidelines and each department's SOGs describe how personnel, equipment, and other governmental and nongovernmental resources will be used.
 - (x) Policymaking.
- (2) Response. The IMT establishes and maintains the following multi-agency response coordination mechanisms:
- a. Review and approve the village action plan.
 - b. Support Incident Command in requests or assignment from their department during the next operation period.
 - c. Monitor department manpower and equipment during emergency operations.
- (3) Recovery. The IMT establishes and maintains the following multi-agency recovery coordination mechanisms:
- a. Review and approve the village recovery action plan.
 - b. Support Area Command in requests or assignment from their department during the next recovery operation period.
 - c. Monitor department manpower and equipment during recovery operations.
- (4) Mitigation. The IMT establishes and maintains the following multi-agency mitigation coordination mechanisms:
- a. Support mitigation efforts that try to eliminate or reduce the impact of hazards, which exist within the Village of Lemont and are a threat to life and property.
 - b. Assist in the development and reviewing with the EMA coordinator in the village's mitigation efforts.
- (5) Incident Management Team; composition. The Lemont Incident Management Team is comprised of the following village departments and/or agency heads:
- a. Village president.
 - b. Village administrator.
 - c. EMA coordinator.
 - d. Lemont Fire Protection Chief.
 - e. Police chief.
 - f. Director of 911 Communication Center.
 - g. Director of public works.
 - ~~h. Assistant village administrator~~
 - hi. Village Attorney.
 - ij. ~~Treasurer~~ **Director of Finance.**
 - jk. Building commissioner.
 - kl. Director of planning and economic development.

2.48.050. - Service as mobile support team.

- (a) All or any members of the village emergency management agency may be designated as members of a state mobile support team, created by the director of the state emergency management agency as provided by Illinois Emergency Management Agency Act and Illinois Emergency Management Agency Administrative Code.
- (b) The leader of the village's mobile support team shall be designated by the EMA coordinator.
- (c) Any member of a mobile support team who is a village employee or village volunteer while serving on call to duty by the governor, or the director of the state emergency management agency, shall receive the reasonable compensation and have the powers, duties, rights and immunities incident to such employment or office. Any such member who is not a paid officer or employee of the village, while so serving, shall receive from the state reasonable compensation as provided by Illinois Emergency Management Agency Act and Illinois Emergency Management Agency Administrative Code.

2.48.060. - Agreements with other political subdivisions.

The EMA coordinator and with the help of the Incident Management Team may negotiate mutual aid agreements with other governmental department or agencies, but no such agreement shall be effective until it has been approved by the village president, village administrator, village attorney and village board.

2.48.070. - Emergency Action.

If a disaster/emergency exists in the village resulting from enemy sabotage or other hostile action, from manmade or natural disaster or any state Homeland Security Advisory System notification, the Incident Management Team will coordinate the village's response effort from the Emergency Operation Center in accordance with the village Emergency Operation Plan and the National Incident Management System.

2.48.080. - Compensation.

Members of the emergency management agency who are paid employees or officers of the village, if called for training by the director of the state emergency management agency, shall receive for the time spent in such training the same rate of pay as is attached to the position held; members who are not such village employees or officers shall receive for such training time such compensation as may be established by the village board.

2.48.090. - Reimbursement by state.

The ~~treasurer~~ **Director of Finance** may receive and allocate to the appropriate fund any reimbursement by the state to the village for expenses incident to training members of the village emergency management agency as prescribed by the director of the state emergency management agency. This also includes compensation for services and expenses of members of a mobile support team while serving outside the village in response to a call by the governor or the director of the state emergency management agency, as provided by law, and any other reimbursement made by the state incident to the village emergency management agency activities as provided by law.

2.48.100. - Purchases and expenditures.

- (a) The village president or village administrator may, on recommendation of the EMA coordinator and ~~police chief~~ **Director of Finance**, authorize any purchase of contracts under state law necessary to place the village in a position to combat effectively any disaster resulting from the explosion of any nuclear or other bomb or missile, and to protect the public health and safety, protect property, and provide emergency assistance to victims in the case of such disaster, or from manmade or natural disaster.
- (b) In the event of emergency/disaster, the EMA coordinator is authorized, on behalf of the ~~treasurer~~ **Director of Finance**, to procure such services, supplies, equipment or material as may be necessary for such purposes, in view of the exigency without regard to the statutory procedures or formalities normally prescribed by law pertaining to village contracts or obligations, as authorized by the "Illinois Emergency Services and Disaster Act of 1975."

2.48.110. - Oath.

Every person appointed to serve in any capacity in the village emergency management agency organization shall, before entering upon his duties, subscribe to the following oath, which shall be filed with the coordinator: "I, _____, do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions, and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I nor have I been a member of any political party or organization that advocates the overthrow of the Government of the United States or of this State by force or violence; and that during such time as I am affiliated with the Village of Lemont EMA organization, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence."

2.48.120. - EMA office and Emergency Operation Center (EOC).

The village president and/or the village administrator are authorized to designate space in the Lemont Police Department Headquarters, or elsewhere, as may be provided by the village board for the emergency management agency as its office and Emergency Operation Center (EOC).

2.48.130. - Appropriation; levy of taxes.

The village president may make an appropriation for EMA purposes in the manner provided by law, and may levy in addition for EMA purposes only, a tax not to exceed five cents per \$100.00 of the assessed value of all taxable property in addition to all other taxes, as provided by the "Illinois Emergency Services and Disaster Act of 1975"; however, that amount collectable under such levy shall in no event exceed \$0.25 cents per capita.

2.48.140. - Continuity of government.

- (a) Elected officials.
 - (1) The Emergency Interim Successor provisions have been developed in accordance with the provisions of 5 ILCS 275/7 and the Lemont Municipal Code Chapter 2.04
 - a. Village president.
 - b. 1st Senior Trustee.
 - c. 2nd Senior Trustee.
 - d. 3rd Senior Trustee.
 - e. 4th Senior Trustee.
 - f. 5th Senior Trustee.
 - g. 6th Senior Trustee.
 - (2) Village clerk.
 - a. Village clerk.
 - b. Deputy village clerk.
- (b) Department heads **directors**.
 - (1) Continuity of Government (COG) succession plans and delegations of authority are a key element of the Village of Lemont Continuity of Government Plan. This plan establishes orders of succession to all key department head **directors** positions. The orders of succession must be of sufficient depth to ensure the jurisdiction's ability to perform essential functions of government through any emergency. Each department will have a Continuity of Government Plan.
 - (2) The following are assign successors and delegates to the village administrator office established to perform essential functions to ensure

that the village has duly constituted leadership for day-to-day, emergency and special events operations:

- a. Village ~~A~~administrator.
- ~~b. Assistant village administrator.~~
- ~~b.~~ e. Police ~~C~~ehief.
- ~~c.~~ ~~d.~~ **Public Works Director.** ~~Community development director.~~
- ~~d.~~ e. **Finance Director.** ~~Public works director.~~
- ~~e.~~ f. **Planning & Economic Development Director.** ~~EMA director.~~
- ~~f.~~ **Building Commissioner.**
- ~~g.~~ **EMA coordinator.**

SECTION 3: That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

SECTION 4: Should any Section or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared to be invalid.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this ____ day of _____, 2014.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk



Village of Lemont
Planning & Economic Development Department

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

TO: Mayor Reaves
Village Board of Trustees

FROM: Martha M. Glas, Village Planner

THRU Charity Jones, AICP, Planning & Economic Development Director

SUBJECT: Case 13-13 Kahle Property Disconnection

DATE: January 8, 2014

SUMMARY

Ms. Denise Kahle, owner of property at 15300 129th St submitted an application for annexation and rezoning of the subject property in April 2011. The annexation and rezoning was approved on July 11, 2011 (O-47-11 and O-48-11, respectively). The annexation was never recorded and the applicant has since decided to not complete the annexation.

A petition for disconnection was submitted by the owner on November 13, 2013. The Committee of the Whole reviewed the application at its December 16, 2013 meeting and supported the petition to disconnect.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

An Ordinance Disconnecting An Approximately 2.5 Acre Parcel At 15300 129th Street In Lemont, Il

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE DISCONNECTING AN APPROXIMATELY 2.5 ACRE PARCEL AT
15300 129TH STREET IN LEMONT, IL
(Kahle Disconnection)**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 13th DAY OF JANUARY, 2014**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 13th day of
January, 2014.**

ORDINANCE NO. _____

**AN ORDINANCE DISCONNECTING AN APPROXIMATELY 2.5 ACRE PARCEL AT
15300 129TH STREET IN LEMONT, IL
(Kahle Disconnection)**

WHEREAS, Section 5/7-3-4 of Chapter 65 of the Illinois Compiled Statutes (65 ILCS 5/7-1-25) provides that any territory within a municipality which is upon its border may be disconnected in the discretion of its corporate authorities upon the written petition to the Village Clerk signed by a majority of the land owners, provided all taxes are current and by a majority vote of the corporate authorities; and

WHEREAS, the Village of Lemont (“Village”) has received written petitions for disconnection by all the owners (“Petitioner”) of the territory commonly known as 15300 129th Street, Lemont, Illinois (PIN 22-32-203-005-0000) and legally described on the Plat of Annexation which is attached hereto and made a part hereof as Exhibit A (the “Subject Property”); and

WHEREAS, the Subject Property is located on the border of the Village; and

WHEREAS, Petitioner has submitted a certificate from the Cook County Clerk certifying that all taxes and/or assessments are fully paid; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, DuPage, and Will, State of Illinois, as follows:

SECTION 1: The foregoing findings and recitals are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: That the Subject Property being accurately and legally described in Exhibit B is hereby disconnected from the Village.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 13th day of January, 2014.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT B

Legal Description

(PIN 22-32-203-005-0000)

THE EAST HALF OF THAT PART OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-TWO (32), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH LINE OF LOTS ONE (1) AND TWO (2), COUNTY CLERKS DIVISION OF SAID SECTION THIRTY-TWO (32), IN COOK COUNTY, ILLINOIS.



Village of Lemont
Planning & Economic Development Department

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

TO: Mayor Reaves
Village Board of Trustees

FROM: Martha M. Glas, Village Planner

THRU: Charity Jones, AICP, Planning & Economic Development Director

SUBJECT: Case 13-10 12833 Klappa Drive Variations

DATE: January 8, 2014

SUMMARY

Alex Pacey, the authorized agent for Steven and Tracy Sawatzky, owners of 12833 Klappa Drive, is seeking variations from the Unified Development Ordinance to allow for the construction of an in-ground pool and fence. The lot is a corner lot, though atypical in that the intersecting streets are not at a 90 degree angle. The curvature of the lot creates a side yard in what would more commonly be a rear yard, considerably reducing the usable space in the rear yard. The request includes a variation for the fence to be located 18ft into the corner side yard and to allow lot coverage to exceed 36% in the rear yard. Staff and PZC recommended approval.

The Committee of the Whole reviewed the application at its December 16, 2013 meeting and concurred with the recommendation of the PZC. The fence and pool are to be in substantial compliance with Exhibit C in the Ordinance.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

An Ordinance Granting A Variation To Allow A Fence 18ft Into The Corner Side Yard Setback And A Variation To Allow The Rear Yard Lot Coverage To Exceed 36% At 12833 Klappa Dr. In Lemont, IL

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A VARIATION TO ALLOW A FENCE 18FT INTO THE
CORNER SIDE YARD SETBACK AND A VARIATION TO ALLOW THE REAR YARD
LOT COVERAGE TO EXCEED 36% AT 12833 KLAPPA DR. IN LEMONT, IL**

(12833 Klappa Dr.)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 13th Day of January, 2014.**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 13th day of
January, 2014.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION TO ALLOW A FENCE 18FT INTO THE CORNER SIDE YARD SETBACK AND A VARIATION TO ALLOW THE REAR YARD LOT COVERAGE TO EXCEED 36% AT 12833 KLAPPA DR. IN LEMONT, IL

(12833 Klappa Dr.)

WHEREAS, Steven and Tracy Sawatzky, herein after referred to as “the Petitioner” are the owners of the property at 12833 Klappa in Lemont (PIN 22-31-200-004-0000) hereinafter referred to as "the subject property," legally described and depicted in Exhibit A; and

WHEREAS, the Petitioner is seeking a variation to the Unified Development Ordinance, §17.12.030 to allow a fence 18ft into the corner side yard setback and a variation to allow the rear yard lot coverage to exceed 36% to accommodate a swimming pool and associated decking; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on November 20, 2013 and voted 7-0 to recommend approval of the requested variation; and

WHEREAS, a notice of the aforesaid Public Hearing was made in the manner provided by law and was published in the *Lemont Reporter-Met*, a newspaper of general circulation within the Village; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the matter herein and have determined that the same is in the best interest of the public health, safety and welfare of the residents of the Village of Lemont, and hereby adopt the finding of facts as set forth in Exhibit B.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE, AND WILL, ILLINOIS:

SECTION 1: Incorporation of Recitals. The foregoing findings and recitals are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: Variation. A variation is granted from the Unified Development Ordinance, §17.12.030, to allow a fence 18ft into the corner side yard setback and from §17.06.030(H) to allow the rear lot coverage to exceed 36% to accommodate the underground pool and associated decking. The fence and pool shall be in substantial compliance with the application as presented and with Exhibit C.

SECTION 3: That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

SECTION 4: That this Ordinance shall be in full force and effect from and after its passage, approval and publication provided by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL,
ILLINOIS, ON THIS 13th DAY OF January, 2014.**

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Debby Blatzer				
Paul Chialdikas				
Clifford Miklos				
Ron Stapleton				
Rick Sniegowski				
Jeanette Virgilio				

Approved by me this 13th day of January, 2014

BRIAN K. REAVES, Village President

Attest:

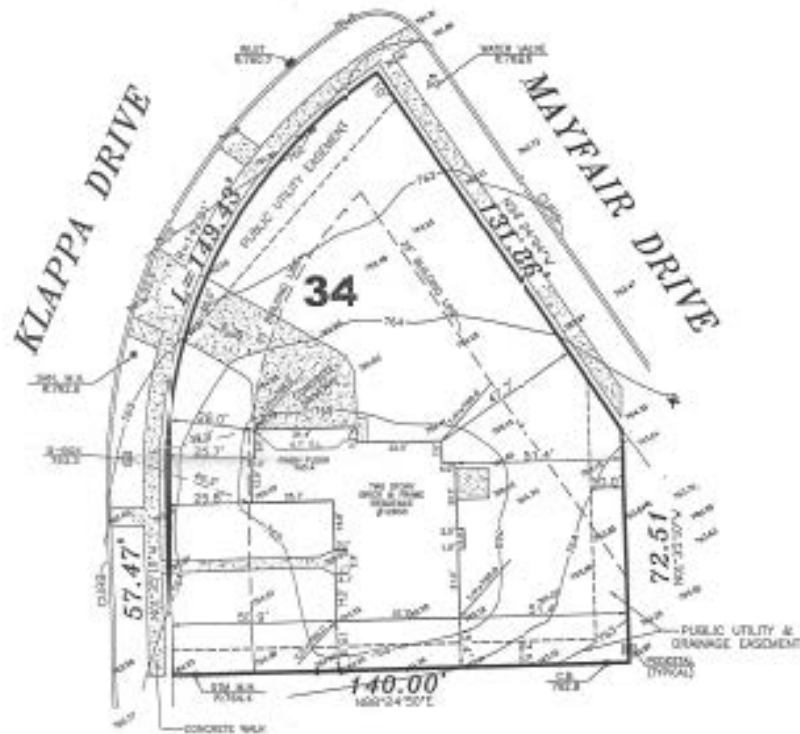
CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A PLAT OF SURVEY

OF

LOT 34 IN MAYFAIR ESTATES, BEING A SUBDIVISION IN PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31,
TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

VILLAGE OF LERIONT
Carroll
 APPROVED
 APPROVED AS NOTED
 NOT APPROVED
Michael J. Nagel
 Date Signature



CLIENT: THOMAS EWMS DEVELOPMENT



14545 S. Palomino Ct. (708) 845-1136
 Lockport IL 60441 Fax (708) 845-1138

No improvements should be made on the basis of this plat alone.
 Field measurement of critical points should be established prior to commencement of any and all construction.
 For building line and other restrictions not shown herein refer to your deed, plat, and other records and local building and zoning ordinances.



THIS PROFESSIONAL SERVICE
 CONFORMS TO THE CURRENT
 ILLINOIS MINIMUM STANDARDS
 FOR A BOUNDARY SURVEY.
 ILLINOIS PROFESSIONAL LAND SURVEYORS BOARD



1" = 20'
 SCALE

STATE OF ILLINOIS } S. S.
 COUNTY OF WILL } S. S.

JNT LAND SURVEYING SERVICES INCORPORATED HEREBY
 CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND
 ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT
 IS A CORRECT REPRESENTATION THEREOF.

Dated this 15th Day of OCTOBER, 2004.

PLS No. 3354

EXHIBIT B

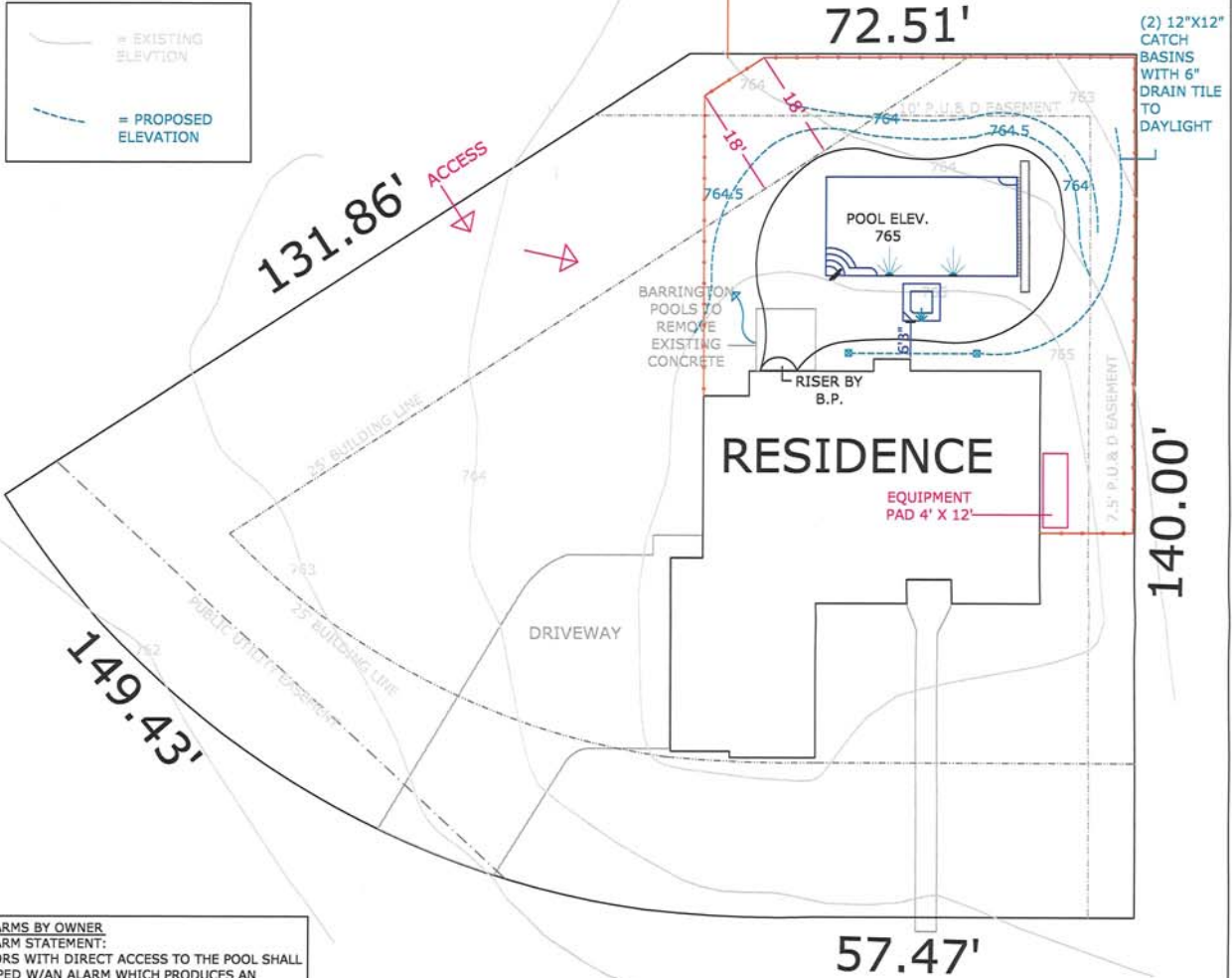
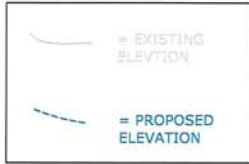
FINDINGS. Based upon the evidence and testimony presented in the public hearing, the Planning & Zoning Commission finds the following:

1. The variation is consistent with general purpose and intent of the Unified Development Ordinance in that it will not have a negative impact on surrounding properties, or the Village in general.
2. The shape of the corner lot is unique in that the curvature of the corner creates a side yard setback in the rear yard. This reduces the amount of usable rear yard and poses a difficulty for the homeowner to comply with the regulations governing fence location and lot coverage.
3. The variation requests are consistent with what was granted for an adjacent property with similar lot constraints.

**BARRIER FENCE BY OWNER
PROPOSED 4' ALUMINUM FENCE
W/SELF-CLOSING, SELF-LATCHING GATES**



NOTE: BARRINGTON POOLS PROVIDES THE COVER BOX DRAIN TO THE OUTSIDE OF THE POOL DECK, THE OWNER IS RESPONSIBLE TO RUN IT AWAY FROM THE POOL DECK.



DOOR ALARMS BY OWNER
DOOR ALARM STATEMENT:
- ALL DOORS WITH DIRECT ACCESS TO THE POOL SHALL BE EQUIPPED W/AN ALARM WHICH PRODUCES AN AUDIBLE WARNING WHEN THE DOOR & ITS SCREEN IF PRESENT ARE OPENED.
- THE ALARM SHALL SOUND CONTINUOUSLY FOR A MIN. OF 30 SECONDS IMMEDIATELY AFTER THE DOOR IS OPENED.
- THE ALARM SHALL HAVE A MIN. SOUND PRESSURE RATING OF 85 DBA @ 10' & THE SOUND OF THE ALARM SHALL BE OF DISTINCTIVE FORM PER CHAPTER 41 2000 IRC THAN OTHER HOUSEHOLD SOUNDS OR EQUAL TO COMPLY W/(80DBA).