

RESOLUTION NO. _____

A RESOLUTION MOURNING ROSIE LEE NEALY FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board”) and with the President, the “Corporate Authorities”) are saddened by the death of Rosie Lee Nealy; and

WHEREAS, Rosie Lee Nealy was born on January 3, 1934 in Ashdown, Arkansas, to the late James Mae Fricks and the late Annie Mae Fricks, was married to Charles Nealy, and she leaves behind her siblings, Birdie Eatmon, Betty Fricks, and Eunice Fricks, her daughter Diane Jenkins (Johnny Sr.) and granddaughter, Mayor Katrina R. Thompson and grandson Ronald Broadnax, Sr. (Taisha), and great grandchildren, Ronald Broadnax, Jr., Ashle Stephens, Kyle Broadnax, Courtnei Stephens, Brandon Broadnax, Sydnei Evans, and Brooklyn Stephens, and was predeceased by her siblings Ed Fricks, James Fricks, AD Fricks, JD Fricks, Sonny Fricks, Roger Fricks, Rutha Mae Fricks, and her late grandchild Rolisha Thompson; and

WHEREAS, Rosie Lee Nealy attended primary, elementary and high school in the Red River School District; and

WHEREAS, Rosie Lee Nealy worked at the University of California, Los Angeles for over 20 years; and

WHEREAS, Rosie Lee Nealy remained active in the Holy Light Baptist Church in Los Angeles, California and enjoyed singing in the James Cleveland Choir; and

WHEREAS, Rosie Lee Nealy was loved and will be missed by a host of family and friends; and

WHEREAS, based on the foregoing the Corporate Authorities have determined that it is necessary and appropriate to mourn the passing of Rosie Lee Nealy and extend its sincere condolences to her family, friends, and all who knew and loved her; and

NOW, THEREFORE, BE IT RESOLVED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

Section 01. Incorporation Clause. All of the recitals hereinbefore stated as contained in the preambles to the Resolution are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them as legislative findings.

Section 02. Authorization. The Corporate Authorities hereby mourn the passing of Rosie Lee Nealy and extend its sincerest condolences to her family, friends, and all who knew and loved her. The Village’s officials and staff are hereby directed to take such action as is necessary to carry out the intent of the Resolution.

Section 03. Effective Date. The Resolution shall be effective and in full force immediately upon passage and approval.

RESOLVED, by the Village Board of the Village of Broadview, Cook County, Illinois on the 19th day of November 2018, pursuant to a roll call vote, as follows:

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THE 19TH DAY OF NOVEMBER 2018.

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**

**A MOTION TO AUTHORIZE THE BOARD OF FIRE AND POLICE
COMMISSIONERS TO HIRE A POLICE OFFICER TO FILL THE VACANCY LEFT
BY THE RETIREMENT OF MICHAEL BULAVA.**

I hereby move to authorize the Board of Fire and Police Commissioners to hire a police officer to fill the vacant position left by the retirement of Michael Bulava for the Village of Broadview, Illinois.



BROADVIEW POLICE DEPARTMENT
2350 S. 25th Avenue - Broadview, Illinois 60155

Kevin Eugling
Chief of Police

708-345-6550
Fax 708-681-0248

MEMORANDUM

To: Mayor Katrina Thompson
From: Chief Kevin Eugling *KE*
Date: November 13, 2018
Subject: Request to Hire Police Officer

On November 13, 2018 Officer Michael Bulava submitted his intent to retire from the Broadview Police Department. Officer Michael Bulava began his career with the Broadview Police Department on October 16, 2012. Officer Michael Bulava served as a Patrol Officer and was later assigned to the Detective Division, where he is still currently assigned. Officer Michael Bulava's last day of employment with the Broadview Police Department will be December 2, 2018.

I am respectfully requesting the Village Board to authorize the hiring of a Police Officer to replace Officer Michael Bulava.

Upon authorization to hire an officer, I am respectfully requesting the Village Board to authorize the Broadview Fire & Police Commission to begin the hiring process of the next candidate on the Police Eligibility Register.

I have attached a copy of the current eligibility list, along with a copy of Officer Michael Bulava's retirement letter, and the Police Department's table of organization.

cc: Trustee John Tierney – Chair of Fire & Police
Trustee Judy Abraham
Trustee John Ealey
Trustee Verina Horne
Trustee Sherman Jones
Trustee Judy Brown-Marino
Clerk Kevin McGrier

A MOTION TO ACCEPT AND APPROVE THE PRELIMINARY ESTIMATE OF THE 2018 PROPERTY TAX LEVY (COLLECTED IN 2019) IN ACCORDANCE WITH THE TRUTH IN TAXATION LAW OF ILLINOIS.

MOTION: "I hereby move to accept and approve the Preliminary Estimate of the 2018 Property Tax Levy (collected in 2019) in the amount of \$6,544,541 reflecting a 1.43% decrease in last year's levy amount in accordance with the Truth in Taxation Law of Illinois."

Fund No.	Description	2018	2017	2016	2015	2014	2013	2012
001	Corporate	523,321	512,056	402,194	784,837	783,625	827,752	903,517
006	Police Pension	1,253,814	1,190,374	1,080,385	918,486	923,861	859,339	628,107
007	Fire Pension	1,893,015	1,779,803	1,645,642	1,213,774	1,148,358	1,103,736	1,034,818
008	I.M.R.F.	209,585	205,073	145,702	151,443	150,488	148,059	149,447
009	Street & Bridge	218,285	213,586	155,455	180,175	179,026	189,121	199,192
013	Fire Protection	593,685	593,685	606,997	666,760	662,265	641,592	707,314
014	Police Protection	593,685	593,685	606,997	666,760	662,265	641,592	707,314
018	Auditing	47,853	46,823	46,617	50,604	50,226	47,379	48,677
019	Liability Insurance	424,798	415,654	97,135	101,024	100,262	98,706	101,624
Aggregate Levy (Subject to Tax Cap)		5,760,059	5,552,756	4,789,140	4,735,878	4,662,390	4,559,289	4,482,022
400	Limited Bonds	740,000	1,043,372	989,812	1,017,450	1,031,489	1,031,691	1,016,302
404	Fire Pension-P.A. 93-069 Contribution	44,482	43,524	42,047	36,591	23,930	20,589	20,736
TOTAL TAX LEVY		6,544,541	6,639,652	5,820,999	5,789,919	5,717,809	5,611,569	5,519,060



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1

2024 JUNE 14 10:33 AM



km

1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".
 2 Buyer Name(s) [please print] PROVISO Habitat for Humanity
 3 Seller Name(s) [please print] Village of Broadview
 4 **If Dual Agency Applies, Complete Optional Paragraph 31.**

5 **2. THE REAL ESTATE:** Real Estate shall be defined as the property, all improvements, the fixtures and Personal
 6 Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate
 7 with approximate lot size or acreage of _____ commonly known as:
 8 2126 S 17th AVE Broadview IL 60155
 9 Address City State Zip
 10 COOK 1515331027
 11 County Unit # (If applicable) Permanent Index Number(s) of Real Estate

12 **If Condo/Coop/Townhome Parking is Included:** # of spaces(s) _____; identified as Space(s) # _____;
 13 [check type] deeded space, PIN: _____ limited common element assigned space.

14 **3. PURCHASE PRICE:** The Purchase Price shall be \$ 30,000 - CASH. After the payment of
 15 Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at
 16 Closing in "Good Funds" as defined by law.

17 **4. EARNEST MONEY:** Earnest Money shall be held in trust for the mutual benefit of the Parties by [check one]:
 18 Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee".
 19 Initial Earnest Money of \$ 1,000 shall be tendered to Escrowee on or before _____ day(s) after Date
 20 of Acceptance. Additional Earnest Money of \$ _____ shall be tendered by _____, 20 ____.

21 **5. FIXTURES AND PERSONAL PROPERTY AT NO ADDITIONAL COST:** All of the fixtures and included Personal
 22 Property are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance,
 23 unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing,
 24 and well systems together with the following items of Personal Property at no additional cost by Bill of Sale at
 25 Closing [Check or enumerate applicable items]:

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Central Humidifier | <input type="checkbox"/> Light Fixtures, as they exist |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Water Softener (owned) | <input type="checkbox"/> Built-in or attached shelving |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Sump Pump(s) | <input type="checkbox"/> All Window Treatments & Hardware |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Electronic or Media Air Filter(s) | <input type="checkbox"/> Existing Storms and Screens |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Backup Generator System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Fireplace Screens/Doors/Grates |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Security System(s) (owned) | <input type="checkbox"/> Fireplace Gas Log(s) |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Outdoor Shed | <input type="checkbox"/> Garage Door Opener(s) | <input type="checkbox"/> Invisible Fence System, Collar & Box |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Planted Vegetation | with all Transmitters | <input type="checkbox"/> Smoke Detectors |
| <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Outdoor Play Set(s) | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Carbon Monoxide Detectors |

35 **Other Items Included at No Additional Cost:** _____

36
 37 **Items Not Included:** to purchase property AS IS
 38

39 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
 40 operating condition at Possession except: _____

41 A system or item shall be deemed to be in operating condition if it performs the function for which it is
 42 intended, regardless of age, and does not constitute a threat to health or safety.

43 **If Home Warranty will be provided, complete Optional Paragraph 34.**

Buyer Initial RR Buyer Initial _____ Seller Initial _____ Seller Initial _____
 Address: 2006 S. 23rd Ave Broadview IL 60155 v6.1

Business Checking

PNC Bank

For the period 04/20/2018 to 05/18/2018

PROVISO HABITAT FOR HUMANITY
4417 BRETZ DR
RICHTON PARK IL 60471-1870

Primary account number: ██████████ 0464

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Number of enclosures: 0

For 24-hour banking sign on to
 PNC Bank Online Banking on pnc.com
FREE Online Bill Pay

 For customer service call 1-877-BUS-BNKG
Monday - Friday: 7 AM - 10 PM ET
Saturday & Sunday: 8 AM - 5 PM ET

Para servicio en español, 1-877-BUS-BNKG

Moving? Please contact your local branch.

 Write to: Customer Service
PO Box 609
Pittsburgh, PA 15230-9738

 Visit us at PNC.com/smallbusiness

 TDD terminal: 1-800-531-1648
For hearing impaired clients only

Business Checking Summary

Proviso Habitat For Humanity

Account number: 46-0363-0464

Overdraft Protection has not been established for this account.

Please contact us if you would like to set up this service.

Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
44,524.74	2,342.33	257.00	46,610.07
		Average ledger balance	Average collected balance
		44,798.17	44,749.07

Deposits and Other Additions

Description	Items	Amount
Deposits	4	2,342.33
Total	4	2,342.33

Checks and Other Deductions

Description	Items	Amount
ATM/Misc. Debit Card Transactions	1	30.00
ACH Deductions	1	227.00
Total	2	257.00

Daily Balance

Date	Ledger balance	Date	Ledger balance
04/20	44,524.74	05/03	44,297.74
		05/14	46,610.07

Activity Detail

Deposits and Other Additions

ORDINANCE No. _____

AN ORDINANCE ENACTING A POLICY STATEMENT EXPRESSING A COMMITMENT TO ENCOURAGE THE DEVELOPMENT OF BUSINESS ENTITIES AND THE HIRING OF INDIVIDUALS DEFINED AS MINORITIES, WOMEN AND PERSONS WITH DISABILITIES WITHIN THE WEST REGIONAL ENTERPRISE ZONE.

WHEREAS, the Village of Bellwood, the Village of Broadview, the Village of Maywood, the Village of Melrose Park (collectively, the “Municipalities”) and the County of Cook (the “County”), bodies politic organized and existing under the laws of the State of Illinois, each have areas within their respective legal boundaries within the West Regional Enterprise Zone, upon certification by the State of Illinois, that are economically distressed. Said areas have a disproportionate number of residents who have suffered pervasive poverty, unemployment, and economic distress related to prolonged economic transformation, shifts of industries throughout the region, and a variety of other factors; and

WHEREAS, these factors have negatively affected areas that would benefit from private sector investments with an Enterprise Zone; and

WHEREAS, the Municipalities and County seek approval and certification of the West Regional Enterprise Zone (hereafter referred to as the " Zone") by the State of Illinois; and

WHEREAS, businesses who are owned by minorities, women and persons with disabilities, as defined under the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.) shall be encouraged to participate within the Enterprise Zone incentive program to benefit them as business owners; and

WHEREAS, businesses using the Zone benefits will be encouraged to hire individuals who are minority persons, women and persons with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.); and

WHEREAS, businesses using the Zone benefits will be encouraged to utilize other businesses that are minority-owned, women-owned, or owned by persons with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.):

NOW, THEREFORE, BE IT ORDAINED by the Municipalities and County as follows:

Section 1. Creation of a Policy Statement for Development - The Municipalities and County hereby establish the Enterprise Zone policy statement that expresses a desire for the commitment from businesses within the Zone to encourage the development of business entities owned by minorities, women, and persons with disabilities as defined under the Business

Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et. seq.); and

Section 2. Creation of a Policy Statement for Hiring - the Municipalities and County hereby establish the Enterprise Zone policy statement that expresses a desire and commitment from businesses to promote the hiring of individuals who are minority persons, women, and persons with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et. seq.); and

Section 3. Creation of a Policy Statement for Using Other Businesses - the Municipalities and County hereby establish the Enterprise Zone policy statement that expresses a desire and commitment from businesses to promote the utilization of other businesses that are minority-owned, women-owned, or owned by persons with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.); and

Section 4. Creation of a Database - The Zone will create a database and list of local businesses that are owned by minorities, women, and persons with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.). This information will be used as a matchmaking tool for Zone participants to diversify their subcontracting.

Section 5. Publish and Distribute Promotional Materials – The Zone will publish a brochure that will be provided to business owners within the Zone that explains the benefits of utilizing businesses owned by minorities, women, and persons with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.).

Section 6. Conduct Promotional Activities – The Zone will conduct at least one public meeting each year to describe the Zone benefits for businesses owned by minorities, women, and persons with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.).

Section 7. Incorporate Promotional Statement – The Zone will provide a statement on project applications, promotional materials, and Zone publications that the Zone encourages the use of businesses owned by and the hiring of minorities, women, and people with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.).

Section 8. Establish the Minority, Women and Persons with Disabilities Advocate – The Zone will create the position of Minority, Women, and Persons with Disabilities Advocate to promote participation of firms and persons defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et. seq.).

Section 9. Establish Participation Goals – The Zone will establish annual goals and measurements of participation of firms and persons defined under the Business Enterprise for

Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et. seq.) to determine the effectiveness of these efforts and how they might be revised to optimize their impact.

Section 10. Incorporate Affidavits from Zone Participants – The Zone will request that business applicants for Zone benefits submit a signed Affidavit about their efforts to promote and incorporate participation of firms and persons defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS575/0.01, et. seq.).

Effective date: This Ordinance shall be in effect upon the designation and certification of the West Regional Enterprise Zone by the State of Illinois.

Approved and adopted this __ day of _____, 201__.

Signature of Chief Elected Official

Name of Chief Elected Official

Date

(SEAL)

Attest: _____
Clerk

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Broadview, County, Illinois, held at Schroeder Park, 2600 South 13th Avenue, Broadview, IL 60155, in said Village, at 7:30 o'clock p.m., on the 5th day of November, 2018.

The Village President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the following Trustees, all being physically present at said location, answered present: _____

_____.

The following Trustees were absent from the meeting: _____

_____.

(Here various items of business were duly transacted by the President and Board of Trustees of the Village).

The Village President discussed a proposal to issue the Village's non-referendum General Obligation Limited Tax Bonds, Series 2018, to be issued by the Village pursuant to Section 8-5-16 of the Municipal Code of the State of Illinois and the benefits to accrue thereby to the Village and that the President and Board of Trustees would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax to pay the principal and interest thereon.

Whereupon the Village Clerk presented the following ordinance, copies of which were made available to all of those in attendance who requested a copy:

ORDINANCE NO. __-__-__

AN ORDINANCE providing for the issue of not to exceed \$1,000,000 General Obligation Limited Tax Bonds, Series 2018, of the Village of Broadview, Cook County, Illinois, and for the levy of a direct annual tax to pay the principal of and interest on said bonds.

WHEREAS, the Village of Broadview, Cook County, Illinois (the “**Village**”), is a duly organized and existing non-home rule municipal corporation created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of The Municipal Code of the State of Illinois, as amended, 65 ILCS 5/1-1-1 *et seq.*, and all laws amendatory thereof and supplementary thereto (the “**Municipal Code**”); and

WHEREAS, the Village has previously issued and now has outstanding and unpaid its General Obligation Capital Appreciation Bonds (Alternate Revenue Source), Series 2003A, and General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015A (collectively, the “**Outstanding Obligations**”); and

WHEREAS, the Outstanding Obligations are binding and subsisting legal obligations of the Village; and

WHEREAS, it is necessary and desirable to refund the principal of and interest on the Outstanding Obligations due December 1, 2018 (the “**Refunding**”); and

WHEREAS, it is necessary and desirable to finance certain capital expenditures of the Village in the amount of \$36,750 (the “**New Money Project**”); and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village find that the Village does not have sufficient funds on hand for the Refunding and the New Money Project, and that the cost thereof, including legal, financial and other expenses, will

be not less than \$686,975.00, and that it is necessary and for the best interests of the Village that it borrow the sum of up to \$686,975.00 and issue bonds of the Village to evidence the borrowing for the Refunding; and

WHEREAS, the Corporate Authorities do hereby find and determine that upon the issuance of its General Obligation Limited Tax Bonds, Series 2018, in the aggregate principal amount of not to exceed \$1,000,000 (the “**Bonds**”) now proposed to be issued in accordance with the provisions of Section 8-5-16 of the Municipal Code, the aggregate outstanding bonds of the Village issued pursuant to said Section, including the Bonds herein authorized, will not exceed one-half of one percent of the assessed value of all of the taxable property located within the Village and, accordingly, it is not necessary to submit the proposition of issuing the Bonds to the voters of the Village for approval; and

WHEREAS, the Bonds so authorized shall be issued as limited bonds under the provisions of Section 15.01 of the Local Debt Reform Act of the State of Illinois, as amended, 30 ILCS 350/1 et seq. (the “**Debt Reform Act**”), and as such it is not necessary to submit the proposition of the issuance of the Bonds to the voters of the Village for approval; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, 30 ILCS 352/1 et seq., the Village called a public hearing (the “**Hearing**”) for the 15th day of October, 2018, concerning the intent of the Corporate Authorities to sell not to exceed \$1,000,000 of the Bonds; and

WHEREAS, notice of the Hearing was given (a) by publication on October 5, 2018, being at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the Chicago Sun-Times, the same being a newspaper of general circulation in the

Village, and (b) by posting at least forty-eight (48) hours before the Hearing a copy of said notice at the principal office of the Corporate Authorities; and

WHEREAS, the Hearing was held on the 15th day of October, 2018, and, at the Hearing, the Corporate Authorities explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 15th day of October, 2018, and not less than seven (7) days have passed since the final adjournment of the Hearing; and

WHEREAS, the Corporate Authorities deem it necessary and desirable at this time to authorize the issuance of the Bonds, for the purposes and subject to the limitations contained in this Ordinance, pursuant to an award of sale to a qualified financial institution (the “**Purchaser**”) in accordance with the terms of this Ordinance (a “**Negotiated Sale**”), with George K. Baum & Company, Chicago, Illinois, as underwriter, without further action of the Corporate Authorities and pursuant to the determinations of the Designated Officials (hereinafter defined) as set forth in a Bond Order; and

WHEREAS, it is hereby found and determined that such borrowing of money and issuing of bonds is necessary for the welfare of the government and affairs of the Village, is for a proper public purpose and is in the public interest, and that full faith and credit bonds be issued hereunder therefor;

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the President and Board of Trustees of the Village of Broadview, Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

Section 2. Definitions

Except as provided in this Section 2 and the recitals hereto, the following words and terms used in this Ordinance shall have the following meanings, unless the context or use clearly indicates another or different meaning is intended.

“Bond Order” means a certificate signed by the Village President, and attested by the Village Clerk and under the seal of the Village, upon the Negotiated Sale of the Bonds, setting forth and specifying details of the Bonds and confirming the transactions in connection therewith, including, as the case may be, but not limited to: the underwriter of the Bonds, aggregate principal amount, final interest rate, optional and mandatory call provisions, tax-exempt or taxable status, dated date, final maturity and interest payment date schedule, series designation, designation of the Bond Registrar and Paying Agent, and capitalized interest specification, if any, use of Village funds in connection with the bonds to be refunded, required reserves, and any and all other terms, provisions and details for the Bonds.

“Bond Registrar” means Amalgamated Bank of Chicago, Chicago, Illinois, or its successors and assigns.

“Designated Officials” means the Village President or the Village Treasurer, individually or designees or assigns, or any of them acting together.

Section 3. Authorization. It is hereby found and determined that the Corporate Authorities have been authorized by law to borrow upon the credit of the Village and as evidence of such indebtedness to issue bonds of the Village in an aggregate amount not to exceed

\$1,000,000, to be issued in one or more series, the proceeds of said bonds to be used for the purpose of payment of costs of the Refunding and expenses incidental thereto; and it is necessary and for the best interests of the Village that there be issued at this time not to exceed \$1,000,000 of the bonds so authorized.

Section 4. Bond Details. There shall be borrowed on the credit of and for and on behalf of the Village not to exceed the sum of \$1,000,000 for the purposes aforesaid. Bonds of the Village shall be issued in said amount and shall be designated “General Obligation Limited Tax Bonds, Series 2018”. The Bonds shall be dated November 29, 2018 (or other such date as set forth in the Bond Order), and shall also bear the date of authentication thereof, shall be in fully registered form, shall be in denominations of \$5,000 or authorized integral multiples thereof (or as otherwise set forth in the Bond Order), and shall be numbered 1 and upward. The Bonds shall become due and payable (without option of prior redemption) on November 15, 2019, and shall bear interest at the rate as set forth in the Bond Order; provided, however, that no Bond shall bear interest at a rate per annum in excess of four (4.00%) percent, with a final maturity not later than November 15, 2019, with a maximum principal amount of \$1,000,000 for the actual costs of the Refunding, and to be sold pursuant to a minimum sale price of 98% of the par amount of the Bonds being sold.

The Bonds shall bear interest from their date, until the principal amount of the Bonds is paid, such interest (computed on the basis of a 360-day year of twelve 30-day months) being payable on May 15, 2019 and November 15, 2019. So long as the Bonds are held in book-entry form as hereinafter more specifically set forth, interest on each Bond shall be paid to the Depository of record as the registered owner on the applicable record date by check or draft or electronic funds transfer as may be agreed by the Treasurer of the Village, the Bond Registrar

and the Depository. “**Depository**” means The Depository Trust Company, a New York limited trust company, its successors, or a successor depository qualified to clear securities under applicable state and federal laws. In the event the Bonds should ever become available in physical form to registered owners other than the Depository, interest on each Bond shall be paid by check or draft of the Bond Registrar, as paying agent (“**Paying Agent**” or its successor), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on (i) May 1, 2019 for the May 15, 2019 interest payment and (ii) November 1, 2019 for the November 15, 2019 interest payment. The principal of the Bonds shall be payable in lawful money of the United States of America at the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signatures of the Village President and Village Clerk of the Village, and shall be countersigned by the manual or facsimile signature of the Treasurer of the Village, as they shall determine. The corporate seal of the Village or a facsimile thereof shall be affixed to the Bonds. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar, acting as such and as authenticating agent of the Village, and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be

conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5. Registration of Bonds; Persons Treated as Owners

(a) ***General.*** The Village shall cause a bond register (the “**Bond Register**”) as provided in this Ordinance to be kept at the designated office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village. The Village is authorized to prepare, and the Bond Registrar or a designee of a Designated Official shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or the registered owner’s attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at the designated office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, the

principal amount of outstanding Bonds authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds less principal amounts previously paid.

The Bond Registrar shall not be required to transfer or exchange any Bond during (i) the period beginning at the close of business on May 1, 2019, and ending at the opening of business on May 15, 2019, or (ii) the period beginning at the close of business on November 1, 2019, and ending at the opening of business on November 15, 2019.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, or interest on, any Bond shall be made only to or upon the order of the registered owner thereof or the registered owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

(b) Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds as provided in this Section 5, and the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto, as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("**DTC**"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, except as hereinafter provided. The Village President and Village Clerk of the Village are hereby authorized to execute and deliver on behalf of the Village such letters to or agreements with DTC

and the Bond Registrar as shall be necessary to effectuate such book-entry system (any such letters or agreements being referred to herein as the “**Representation Letter**”).

With respect to the Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “**DTC Participant**”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village’s

obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person, other than a registered owner of a Bond as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the name "Cede & Co." shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreements among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and the DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a global book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate global book-entry system, then the Bonds may be registered in whatever name or names the registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Section 5.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 6. Form of Bond. The Bonds shall be in substantially the following form or with such additional provisions as set forth in a Bond Order; provided, however, that, if the text of any Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend “See Reverse Side for Additional Provisions” shall be omitted from such Bond and paragraphs [6] through [11] shall be inserted immediately after paragraph [1] thereof:

[Form of Bond – Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COOK COUNTY

VILLAGE OF BROADVIEW

GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2018

Interest <u>Rate:</u>	Maturity <u>Date:</u>	<u>Dated Date:</u>	<u>CUSIP:</u>
____%	November 15, 2019	November 29, 2018	111349 ____
REGISTERED OWNER:	CEDE & CO.		
PRINCIPAL AMOUNT:	_____ DOLLARS (\$_____)		

[1] **KNOW ALL PERSONS BY THESE PRESENTS,** that the Village of Broadview, Cook County, Illinois, a Village and political subdivision of the State of Illinois (the “**Village**”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date of this Bond identified above at the Interest Rate per annum identified above on May 15,

2019 and November 15, 2019, and until said Principal Amount is paid. The principal of this Bond is payable in lawful money of the United States of America at the designated office of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar (“**Bond Registrar**”) and paying agent. Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on May 1, 2019 and November 1, 2019, and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all acts, conditions and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist and have been done and have happened and have been performed in regular and due form and time as required by law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of a direct annual tax to pay the interest hereon as if falls due and also to pay and discharge the principal hereof at maturity. Although this Bond constitutes a general obligation of the Village and no limit exists on the rate of said direct annual tax, the amount of said tax is limited by the provisions of the Property Tax Extension Law of the State of Illinois, as amended, 35 ILCS 200/18-185 et seq. (the “**Law**”). The Law provides that the annual amount of the taxes to be extended to pay the issue of bonds of which this Bond is one and all other limited bonds (as

defined in the Local Government Debt Reform Act of the State of Illinois, as amended, 30 ILCS 350/1 et seq.) heretofore or hereafter issued by the Village shall not exceed the debt service extension base (as defined in the Law) of the Village (the “Base”) less the amount extended to pay certain other non-referendum bonds heretofore or hereafter issued by the Village, as more fully described in the proceedings of the Village providing for the issue of this Bond. The Village is authorized to issue from time to time additional limited bonds payable from the Base and additional non-referendum bonds payable from property taxes unlimited as to rate or amount, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the Village’s limited bonds.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] **IN WITNESS WHEREOF**, the Village of Broadview, Cook County, Illinois, by its President and Board of Trustees, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Village President and Village Clerk of the Village, and to be countersigned by the manual or duly authorized facsimile signature of the Village Treasurer of the Village, as they shall determine, and sealed with the corporate seal of the Village, by impression or facsimile, all as appearing hereon and as of the Dated Date as identified above.

(Form – Not for Signature)
Village President
Village of Broadview,
Cook County, Illinois

[SEAL]

(Form – Not for Signature)
Village Clerk

Village of Broadview,
Cook County, Illinois

Countersigned:

(Form – Not for Signature)
Village Treasurer
Village of Broadview,
Cook County, Illinois

Date of Authentication: November __, 2018

**CERTIFICATE
OF
AUTHENTICATION**

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Limited Tax Bonds, Series 2018, of the Village of Broadview, Cook County, Illinois

Bond Registrar and Paying Agent:

Amalgamated Bank of Chicago,
Chicago, Illinois

**AMALGAMATED BANK OF
CHICAGO,**
As Bond Registrar

By: _____
(Form – Not for Signature)
Authorized Officer

[Form of Bond – Reverse Side]

VILLAGE OF BROADVIEW, COOK COUNTY, ILLINOIS
GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2018

[6] The bonds of the issue of which this Bond is a part (such bonds, individually, a “Bond” and collectively, the “**Bonds**”) are issued by the Village to refund certain principal and interest to become due on the presently outstanding and unpaid General Obligation Capital Appreciation Bonds (Alternate Revenue Source), Series 2003A, and General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015A, of the Village, all as further described in Ordinance No. _____, duly adopted by the Corporate Authorities on _____, 2018, pursuant to which this Bond has been issued (the “**Ordinance**”), and for the payment of the expenses incidental thereto. This Bond is issued pursuant to and in all respects in full compliance with the provisions of The Municipal Code of the State of Illinois, and all laws amendatory thereof and supplementary thereof, including the Local Government Debt Reform Act of the State of Illinois, as amended, and is authorized by said President and Board of Trustees by the Ordinance duly and properly adopted for that purpose, in all respects as provided by law.

[7] The Bonds are issued in fully registered form in the denominations of \$5,000 or authorized integral multiples thereof. This Bond may be exchanged at the designated office of the Bond Registrar in Chicago, Illinois, for a like aggregate principal amount of Bonds of the same maturity or other authorized denominations upon the terms set forth in the Ordinance.

[8] This Bond is transferable by the Registered Owner hereof in person or by the Registered Owner’s attorney duly authorized in writing at the designated office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon

payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denomination(s) of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[9] The Bond Registrar shall not be required to transfer or exchange any Bond during (a) the period beginning at the close of business on May 1, 2019, and ending at the opening of business on May 15, 2019, or (b) the period beginning at the close of business on November 1, 2019, and ending at the opening of business on November 15, 2019.

[10] The Village has not designated this Bond as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

[11] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ Signature Guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. Sale of Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with, the Village Treasurer, and be by said Treasurer delivered to, or upon the order of, the Purchaser upon receipt of the purchase price therefor, the same as set forth in the Bond Order, plus accrued interest to date of delivery (if any); the Bond Purchase Agreement, being the contract for the sale of the Bonds heretofore entered into (the "**Purchase Contract**"), shall be substantially the same form as bond purchase agreements previously executed by the Village in similar transactions, with such modifications or revisions as agreed to in writing by the Designated Official executing and delivering the Purchase Contract (the execution and delivery of the Purchase Contract shall

constitute such approval), and shall be, in all respects ratified, approved and confirmed by the Bond Order, it being hereby found and determined that the Bonds should have been sold at such prices and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon each such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner interested, either directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

Section 8. Tax Levy. In order to provide for the collection of a direct annual tax to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the Village a direct annual tax for each of the years while the Bonds or any of them are outstanding; and there be and there is hereby levied upon all of the taxable property in the Village, the following direct annual tax, to wit:

For the Year:	A Tax to Produce the Sum of:
2018	\$1,000,000 for principal and interest up to and including November 15,
	2019

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the Village, and the fund or funds from which such payment shall have been made shall be reimbursed out of the taxes hereby levied when the same shall have been collected.

The Village covenants and agrees with the purchasers and the owners of the Bonds that, so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any

action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy; and the Village and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund hereinafter established to pay the principal of and interest on the Bonds.

Section 9. Filing of Ordinance. Forthwith upon the passage of this Ordinance, the Village Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, and it shall be the duty of said County Clerk in and for the year 2018 to Ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in said year for general municipal purposes, in order to raise the amount aforesaid and in said year such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general municipal purposes of the Village and, when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “Bond and Interest Fund of 2018” (the “Bond Fund”), which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 10. Limitation on Extension; General Obligation Pledge; Additional Obligations. Notwithstanding any other provision of this Ordinance, the annual amount of the taxes to be extended by the County Clerk to pay the Bonds and all other limited bonds (as defined in the Debt Reform Act) heretofore or hereafter issued by the Village shall not exceed the debt service extension base (as defined in the Property Tax Extension Limitation Law of the State of Illinois, as amended) of the Village (the “**Base**”) as set forth in the Bond Order. No limit,

however, exists on the rate of the direct annual tax levied herein, and the Bonds shall continue a general obligation of the Village.

The Village is authorized to issue from time to time additional limited bonds payable from the Base and additional non-referendum bonds payable from property taxes unlimited as to rate or amount, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the Village's limited bonds.

Section 11. Use of Bond Proceeds. Accrued interest on the delivery of the Bonds (if any) is hereby appropriated for the purpose of paying the first interest due on the Bonds and is hereby ordered deposited into the Bond Fund. An amount of the proceeds of the bonds as set forth in the Bond Order is hereby appropriated for the purpose of the Refunding and hereby ordered deposited into the Refunding Fund (the "**Refunding Fund**"), an amount of the proceeds of the bonds as set forth in the Bond Order is hereby appropriated for the purpose of financing the New Money Project and hereby ordered deposited into the Project Fund (the "**Project Fund**"), and an amount of the proceeds of the bonds as set forth in the Bond Order is hereby appropriated for the payment of the costs of issuance of the Bonds and said amount is hereby ordered deposited into the 2018 Expense Fund of the Village (the "**Expense Fund**"). Any officer of the Village as may be appropriate is hereby authorized and directed, upon the advice of Barnes & Thornburg LLP, Chicago, Illinois ("**Bond Counsel**"), to take such steps and execute and deliver such documents as may be necessary or advisable to accomplish the Refunding and the payment of the costs of issuance.

Section 12. Tax-Exemption; Designation of Bonds. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the

proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future that applies to the Bonds and affects the tax-exempt status of the Bonds.

The Corporate Authorities hereby authorize the officials of the Village responsible for issuing the Bonds, the same being the Village President, Village Clerk and Village Treasurer of the Village, or any one of them, to (a) execute and deliver an appropriate form of non-arbitrage and tax compliance certificate in connection with the issuance of the Bonds in a form acceptable to Bond Counsel; and (b) make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be excluded from gross income for purposes of federal income taxation. In connection therewith, the Village and the Corporate Authorities further agree: (v) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (w) to consult with counsel approving the Bonds and to comply with such advice as may be given; (x) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds or the Refunding; (y) to file such forms, statements and supporting documents as may be required and in a timely manner; and (z) if deemed necessary or advisable by their

officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Village in such compliance.

The Bonds are not designated as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Code.

Section 13. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 14. Duties of Bond Registrar. If requested by the Bond Registrar, the Village President and Village Clerk are authorized to execute the Bond Registrar’s standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder. In addition to the terms of any such agreement and subject to modification thereby, the Bond Registrar by its acceptance of duties hereunder as follows:

(a) to act as bond registrar, authenticating agent and transfer agent as provided herein;

(b) to maintain a list of registered owners as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the fullest extent permitted by law;

(c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(d) to furnish the Village at least annually a certificate with respect to bonds cancelled and/or destroyed; and

(e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding, and payments made with respect to interest on the Bonds.

Section 15. Secondary Market Disclosure. Upon request, the Village will provide annual financial statements, including the comprehensive annual financial report, if one is prepared, to the holders of the Bonds.

Section 16. Book-Entry. Per the Bond Order, the Bonds may be initially registered in the name of the Purchaser and then shall not be issued in book-entry-only form. If requested by the Purchaser prior to delivery of the Bonds, any officer of the Village as may be appropriate is authorized and directed to take such steps and executed and deliver such documents as may be necessary or advisable to issue the Bonds in book-entry-only form through DTC, including, but not limited to, entering into a Letter of Representations with DTC.

Section 17. Other Actions. The President or any other officer of the Village is hereby authorized and directed, for and on behalf of the Village, to execute and deliver any instruments, to retain any professionals and to take any other actions determined by such officer to be necessary or appropriate to effect the transactions contemplated by this Ordinance, such determination to be conclusively evidenced by such officer's having executed such instruments, having retained such professionals or having taken such actions, and any such execution and delivery, any such retention and any such other actions heretofore effected be, and hereby are, ratified and approved.

Section 18. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Ordinance.

Section 19. Repealer and Effective Date. All ordinances, resolutions or orders or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted: November __, 2018

Approved: November __, 2018

Approved:

Village President

ATTEST:

Village Clerk

[SEAL]

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, the Village President directed that the roll be called for a vote upon the motion to adopt said ordinance as presented.

Upon the roll being called, the following Trustees voted:

Aye: _____

Nay: _____

Abstain: _____

Whereupon the Village President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting, and directed the Village Clerk to record the same in the records of the President and Board of Trustees of the Village of Broadview, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Broadview, Cook County, Illinois (the “**Village**”), and as such official I am the keeper of the records and files of the Village and the President and Board of Trustees thereof (the “**Board**”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the ___ day of _____, 2018, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE providing for the issue of not to exceed \$1,000,000 General Obligation Limited Tax Bonds, Series 2018, of the Village of Broadview, Cook County, Illinois, and for the levy of a direct annual tax to pay the principal of and interest on said bonds.

A true, correct and complete copy of which ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least forty-eight (48) hours in advance of the holding of said meeting, that said agenda for said meeting contained a specific item or reference to the proposed adoption of said ordinance, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Municipal Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the official seal of the Village, this ___ day of _____, 2018.

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the ____ day of _____, 2018, there was filed in my office a duly certified copy of an ordinance numbered _____ and entitled:

AN ORDINANCE providing for the issue of not to exceed \$1,000,000 General Obligation Limited Tax Bonds, Series 2018, of the Village of Broadview, Cook County, Illinois, and for the levy of a direct annual tax to pay the principal of and interest on said bonds.

Duly adopted by the President and Board of Trustees of the Village of Broadview, Cook County, Illinois, on the ____ day of _____, 2018, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County this ____ day of _____, 2018.

County Clerk of Cook County, Illinois

[SEAL]

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF BROADVIEW, COOK COUNTY, ILLINOIS, AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF BROADVIEW AND J&H PROPERTY MANAGEMENT INC.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the Village; and

WHEREAS, the Village and the J&H Property Management Inc., an Illinois corporation, (the “Developer”) entered into a *Tax Increment Financing Redevelopment Agreement* (the “Redevelopment Agreement”), for purposes of developing the property generally located at the northwest corner of Roosevelt Road and 17th Avenue in the Village of Broadview, Illinois and as legally described in the Redevelopment Agreement; and

WHEREAS, the parties now desire to enter into a *First Amendment to the Tax Increment Financing Redevelopment Agreement*, a copy of which is attached hereto and made a part hereof, as Exhibit A (the “First Amendment”); and

WHEREAS, the Village has taken and complied with all necessary acts sufficient to satisfy the requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the “Act”); and

WHEREAS, the President and Board of Trustees of the Village of Broadview, Cook County, Illinois (the “Corporate Authorities”) find it is in the best interests of the Village to enter into the First Amendment.

NOW, THEREFORE, BE IT ORDAINED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 02. Purpose.

The purpose of this Ordinance is to enter into the First Amendment and the First Amendment is hereby approved.

Section 03. Invocation of Authority.

This Ordinance is enacted pursuant to the authority granted to the Village by the Act, the other Illinois Compiled Statutes and the Constitution of the State of Illinois.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are hereby incorporated herein by reference.

Sections 05-09. Reserved.

**ARTICLE II.
AUTHORIZATION, HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE**

Section 10. Authorization.

The Village President and Village Clerk are hereby authorized and directed to execute and deliver the First Amendment and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described. No insertions,

omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this Ordinance. All code provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 11. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 12. Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 14. Conflicts.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded

Section 15. Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

ADOPTED by the Village Board of the Village of Broadview, Cook County, Illinois on this ___ day of November 2018, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Brown-Marino				
Ealey				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS _____ DAY OF NOVEMBER 2018.

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____
Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**

Exhibit A

First Amendment

**FIRST AMENDMENT TO THE
TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT (“**Amendment**”) to the Redevelopment Agreement is made this ___ day of November, 2018 (“**Execution Date**”), by and between the Village of Broadview, an Illinois municipal corporation (“**Village**”), and J&H Property Management Inc., an Illinois corporation (the “**Developer**”).

WITNESSETH:

WHEREAS, the Village and Developer entered into to that certain Redevelopment Agreement, dated June 13, 2017 (the “**Agreement**”); and

WHEREAS, Village and Developer desire to amend the Agreement to modify certain rights and obligations of the Parties under the Agreement, as more particularly described herein.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Developer agree as follows:

1. **Defined Terms.** All initially capitalized terms in this Amendment, not otherwise defined herein, shall have the same meanings as defined in the Intergovernmental Agreement.

2. **Amendment to Agreement.**

2.1 Section 3.02 is hereby amended by deleting the current Section 3.02 and replacing it with the following:

Section 3.02. Project Schedule. Absent an event of Force Majeure, Developer shall commence and substantially complete the Project by May 1, 2019 (the “**Project Schedule**”). The Project Schedule may be modified upon a request by Developer, and with the prior written consent of the Village. The decision to grant or deny a request to modify the Project Schedule by Developer is left to the absolute discretion of the Village. An event of Force Majeure (as set forth in Section 8.14) shall not be deemed a material modification as contemplated by this Section 3.02. Notwithstanding anything contained herein to the contrary, in the event the Project is not substantially complete on or before May 1, 2019 (subject to events of Force Majeure), the Village Contribution shall be decreased by One Thousand and 00/100 Dollars (\$1,000.00) for every day the Project is not substantially complete after May 1, 2019.

3. **Agreement in Full Force and Effect.** Except for the provisions of this Amendment, all the terms, covenants and conditions of the Agreement and all the rights and obligations of the Village and Developer thereunder, shall remain in full force and effect, are not otherwise altered, amended, revised or changed. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment will control.

4. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties hereto expressly acknowledge that this Amendment may be transmitted by facsimile machine or scanned e-mail for execution and that a facsimile copy, or scanned e-mail, and/or any photocopy of a facsimile copy or scanned e-mail of the signature of any party shall be a valid, binding and enforceable signature of said party as if it were an original signature of said party; and it shall not be a defense to the enforcement of any party's covenants hereunder that the other party hereto does not possess an original signature of the party against whom enforcement of this Amendment is sought.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Village and Developer have duly executed this Amendment pursuant to all requisite authorizations as of the date first above written.

VILLAGE:

VILLAGE OF BROADVIEW, ILLINOIS,
An Illinois municipal corporation

Katrina Thompson
Village President

ATTEST:

Kevin McGrier
Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of November, 2018, before me, personally appeared Katrina Thompson, personally known, who being by me duly sworn did say that she is the Village President of the Village of Broadview, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

IN WITNESS WHEREOF, the Village and Developer have duly executed this Amendment pursuant to all requisite authorizations as of the date first above written.

DEVELOPER:

J&H PROPERTY MANAGEMENT INC.

Haeja Kim
President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of November, 2018, before me, personally appeared Haeja Kim, personally known, who being by me duly sworn did say that she is the President of J&H Property Management Inc., an Illinois corporation, that said instrument was signed on behalf of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 7, CHAPTER 2 OF THE VILLAGE CODE REGARDING VEHICLE LICENSE FEES IN THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) are committed to the efficient and economical operation of government; and

WHEREAS, the Broadview Village Code (the “Village Code”) currently provides a vehicle license fee schedule and certain regulations related to same for residents of the Village (the “Existing Regulations”); and

WHEREAS, the Village desires to update the Existing Regulations in order to, among other things, provide vehicle stickers to the Village’s military veteran population free of charge; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the health, safety, and welfare of the residents of the Village to amend the Existing Regulations set forth in the Village Code; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to amend Title 7, Chapter 2 of the Village Code regarding vehicle license fees in the Village;

NOW, THEREFORE, BE IT ORDAINED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 02. Purpose.

The purpose of this Ordinance is to amend Title 7, Chapter 2 of the Village Code regarding vehicle license fees in the Village and to authorize the President and other Village officials to take all action necessary to carry out the intent of this Ordinance.

Section 03. Invocation of Authority.

This Ordinance is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are hereby incorporated herein by reference.

Sections 05-09. Reserved.

**ARTICLE II.
AMENDMENT TO TITLE 7, CHAPTER 2 OF THE VILLAGE CODE**

Section 10. Amendment to Title 7, Chapter 2.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Title 7, Chapter 2, Sections 7-2-3, 7-2-4, and 7-2-5 of the Village Code as follows:

**Title 7
MOTOR VEHICLES AND TRAFFIC
Chapter 2
VEHICLE LICENSE**

7-2-3: LICENSE FEES:

The annual license fees to be paid the village for motor vehicles, automobiles, trucks, tractors, semitrailer units, buses, motorcycles, motor bicycles, recreational vehicles and boat trailers are as follows:

<u>Category</u>	<u>Fee</u>
Passenger automobiles	\$25.00
Passenger automobiles owned by a person 65 years of age or older <u>older (Up to two (2) automobiles per household-additional automobiles shall be charged the applicable fee for said vehicle)</u>	10.00
Passenger automobiles owned by a military veteran* or the widow or widower of a military veteran. (Up to one (1) automobile per veteran or widow/widower – additional automobiles shall be charged the applicable fee for said vehicle, i.e. \$25.00, unless veteran/widow/widower is also a person 65 years of age or older in which case the \$10.00 fee noted above will apply)	<u>No charge</u>

Motorcycles or motor bicycles		10.00
Recreational vehicle (plate type) RV		25.00
Boat trailers		15.00
Trucks, tractors, semitrailer units or buses as follows:		
<u>Gross Weight In Pounds Including Vehicle And Maximum Load</u>	<u>Class</u>	<u>Fee</u>
8,000 or less	B	\$25.00
8,001 to 12,000	D	40.00
12,001 to 16,000	F	55.00
16,001 to 24,000	H	65.00
24,001 to 28,000	J	70.00
28,001 to 32,000	K	80.00
32,001 to 36,000	L	85.00
36,001 to 40,000	N	95.00
40,001 to 45,000	P	105.00
45,001 to 50,000	Q	115.00
50,001 to 54,500	R	127.50
54,501 to 59,500	S	135.00
59,501 to 64,000	T	142.50
64,001 to 73,280	V	150.00
73,281 to 77,000	X	157.50

77,001 to 80,000	Z	165.00
Replacement stickers		5.00

- A “military veteran” is defined as a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. Active military, naval, or air service includes active duty which term means full-time duty in the Armed Forces. Armed Forces includes the United States Army, Navy, Marine Corps, Air Force and Coast Guard, including the reserve components thereof.

7-2-4: PAYMENT AND USE OF FEES; TERM OF LICENSE:

Such license fee or tax shall be due and payable annually in advance ~~on~~ from March 1 through May 1 of each year and the license shall be for a one year period; provided, that each owner or operator coming into possession of such motor vehicle or motorcycle between September 1 and the last day of February shall pay one-half (1/2) of the annual fee established herein, and shall have thirty (30) days from date of possession to comply with the provisions of this chapter.

All revenues derived from such license fees shall be utilized as provided by statute.

7-2-5: PENALTY:

Every ~~motorized~~ motor vehicle that is registered, owned, leased, or operated by a resident or business of Broadview shall make timely application for the vehicle sticker license.

If application is not timely made, after ~~June 15~~ May 1 the applicable license fee shall be twice the amount contained in section 7-2-3 of this chapter; provided however, that for an owner or operator first coming into possession of a motor vehicle, the doubling of the license fee shall not occur until thirty (30) days after the date of possession, and for an owner or operator entitled to a free vehicle sticker this penalty shall not apply.

**ARTICLE III.
AUTHORIZATION, HEADINGS, SAVINGS CLAUSES, EFFECTIVE
DATE**

Section 11. Authorization.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments

contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this amendment.

Section 12. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 13. Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 14. Superseder

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 15. Effective Date.

This Ordinance shall be effective and in full force ten (10) days after its passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

ADOPTED by the Village Board of the Village of Broadview, Cook County, Illinois on this ____ day of _____ 2018, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Brown-Marino				
Ealey				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS ____ DAY OF _____ 2018.

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO AND APPROVE A CERTAIN AGREEMENT WITH COOK COUNTY, THROUGH ITS DEPARTMENT OF PUBLIC HEALTH FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village and the County of Cook (the “County”) are both public agencies within the meaning of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and are authorized by Article VI, Section 10 of the Constitution of the State of Illinois to cooperate and contract for public purposes; and

WHEREAS, the Village wishes to provide environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

WHEREAS, the County through its Department of Public Health (the “Department”) is willing to provide the Village with certain environmental health services (the “Services”)’ and

WHEREAS, pursuant to 55 ILCS 5/5-25013(B)(5) of the Illinois Compiled Statutes, the Department may contract for the sale of health services; and

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) have determined that it is necessary and in the best interests of the health, safety and welfare of the residents of the Village to enter into an agreement with the County, through the Department, for the Services (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 02. Purpose.

The purpose of this Resolution is to enter into and approve the Agreement whereby the County, through the Department, will provide the Services to the Village.

Section 03. Invocation of Authority.

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

Sections 05-09. Reserved.

**ARTICLE II.
ACCEPTANCE OF AGREEMENT**

Section 10. Authorization.

The Agreement is hereby accepted and approved. The Village Board hereby authorizes and directs the President or her designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous actions taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable Agreement. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE**

Section 11. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 12. Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 13. Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 14. Effective Date.

This Resolution shall be effective and in full force upon its passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

ADOPTED by the Village Board of the Village of Broadview, Cook County,

Illinois on this ___ day of _____ 2018, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Brown-Marino				
Ealey				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS _____ DAY OF _____ 2018.

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____
Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**

EXHIBIT A



Toni Preckwinkle
President
Cook County Board of
Commissioners

John Jay Shannon, MD
Chief Executive Officer
Cook County Health &
Hospitals System

Board Members

M. Hill Hammock
Chairman
Commissioner Jerry Butler
Vice Chairman
Mary Driscoll, RN, MPH
Ada Mary Gugenheim
Emilie N. Junge
David Ernesto Munar
Robert G. Reiter, Jr.
Mary B. Richardson-Lowry
Layla P. Suleiman Gonzalez, PhD, JD
Sidney A. Thomas, MSW

Austin Health Center
Cermak Health Services
Children's Advocacy Center
Cicero Health Center
Ruth M. Rothstein
CORE Center
Cottage Grove Health Center
CountyCare Health Plan
Englewood Health Center
Logan Square Health Center
Morton East Adolescent
Health Center
Near South Health Center
Oak Forest Health Center
Dr. Jorge Prieto Health Center
Provident Hospital
Cook County Department
of Public Health
Robbins Health Center
John Sengstacke Health Center
John H. Stroger, Jr. Hospital
Vista Health Center
Woodlawn Health Center

September 28, 2018

Mr. David Upshaw
Village of Broadview
2350 South 25th Avenue
Broadview, IL 60153

Dear Mr. Upshaw:

Enclosed are two (2) original copies of the Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services for the period of December 1, 2018 through November 30, 2019. **Both original copies of the agreement need to be signed where required and returned to me for final approval.**

Please return **both copies** to:

Cook County Department of Public Health
10220 S. 76th Avenue, **Room 250**
Bridgeview, IL 60455
Attention: Environmental Health Unit

One of the fully executed original copies will then be returned to you for your official records. If you should have any questions or need any further information, please contact me at (708) 974-7107 or Michelle Beckles at (708) 974-7105.

Sincerely yours,

George Papadopoulos, M.P.H.
Assistant Director
Environmental Health Services

cc – File

Enclosure

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF
ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

This **AGREEMENT** entered into as of December 1, 2018 by and between the Village of Broadview, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

WITNESSETH:

WHEREAS, The **VILLAGE** wishes to provide environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

WHEREAS, the **COUNTY** is willing to provide the **VILLAGE** with certain environmental health services through the work of its Department of Public Health, (hereinafter called the **DEPARTMENT**) upon the terms and conditions as hereinafter set forth; and

WHEREAS, the **COUNTY** is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

WHEREAS, the **VILLAGE** is a municipality deriving its authority as provided in the Illinois Compiled Statutes (65 ILCS 5); and

WHEREAS, the 1970 Illinois Constitution (Art. VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220) provide authority for intergovernmental cooperation; and

WHEREAS, the Illinois Compiled Statutes (55 ILCS 5/5-25013 (B) 5), provides that the **DEPARTMENT** may contract for the sale of health services; and

WHEREAS, the parties hereto seek to protect the health of the citizens of the **COUNTY** and the **VILLAGE** by undertaking the **AGREEMENTS** contained herein through their joint effort.

NOW THEREFORE, in consideration of the premises, and such other considerations as hereinafter set forth, the parties hereto agree as follows:

1. The **DEPARTMENT**, through its Environmental Health Division Staff, shall provide the following environmental services to the **VILLAGE**:
 - a. Make inspections as required by the food sanitation provisions of the Code of Ordinances of the **VILLAGE** (hereinafter called the **VILLAGE CODE**) of all food service establishments and retail food stores licensed or permitted by the **VILLAGE** as scheduled by the **VILLAGE** and the **DEPARTMENT** during the term of this **AGREEMENT** to assure compliance with the **VILLAGE CODE**;

- b. Reinspect all food service establishments and retail food stores to monitor the correction of violations identified at the time of the initial inspection pursuant to (a.) above;
 - c. Provide the **VILLAGE** with reports of inspections undertaken;
 - d. Report immediately to the **VILLAGE** on matters which in the opinion of the inspector are of serious concern;
 - e. Testify as required in any court cases brought by the **VILLAGE** for correction of food sanitation code violations cited pursuant to inspections conducted by the **DEPARTMENT**;
 - f. Review plans for any new or extensively remodeled food service establishment or retail food store in the **VILLAGE** to assure compliance with current Federal, State, **COUNTY**, and **VILLAGE** Food Service Establishment and Retail Food Store Regulations.
2. The **DEPARTMENT** agrees to furnish its employees with means of transportation to, from, and within the **VILLAGE** in order to carry out the duties and inspections as described herein.
3. The **VILLAGE** agrees:
 - a. To maintain in force during the term and any extension of this intergovernmental **AGREEMENT**, ordinances or regulations at least equivalent to the **COUNTY** Food Service Establishment and Retail Food Store Ordinances;
 - b. To maintain files and records of inspections and licensing or permitting of food service establishments and retail food stores, and to provide the **DEPARTMENT** with one copy of inspection reports prepared by **DEPARTMENT** personnel and upon reasonable notice provide the **COUNTY** with access to said files and records;
 - c. To provide any legal action in the determination of the **VILLAGE** necessary to enforce the **VILLAGE** ordinances or regulations.
4. To provide the **DEPARTMENT** with the necessary authority to perform the duties and services referred to above.
5. The **DEPARTMENT** agrees to provide all of the services outlined in Paragraph Number 1 above, at a cost of **\$100.00 per inspection** billed to the **VILLAGE** for the term of the **AGREEMENT**.

6. The **VILLAGE** agrees to hold harmless and to indemnify the **COUNTY**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **VILLAGE**, its officers, agents or employees. The **COUNTY** agrees to hold harmless and to indemnify the **VILLAGE**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **COUNTY**, its officers, agents or employees. Nothing herein shall be construed to require the **VILLAGE** to indemnify the **COUNTY** for the negligence of the **DEPARTMENT** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **VILLAGE** to indemnify or make any payments in connection with any claim for which the **COUNTY** or the **DEPARTMENT** otherwise would not be liable, nor shall it be construed to waive any defenses that the **COUNTY**, the **DEPARTMENT** or the **VILLAGE** may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the **COUNTY** to indemnify the **VILLAGE** for the negligence of the **VILLAGE** or its officers, agents or employees; and further, nothing herein shall be construed to require the **COUNTY** to indemnify or make payments in connection with any claim for which the **VILLAGE** otherwise would not be liable.
7. This **AGREEMENT** shall become effective as of December 1, 2018 and shall continue through November 30, 2019 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Director, Cook County Department of Public Health, 15900 S. Cicero Avenue, Building E, Oak Forest, IL 60452; or the Village Manager, Village of Broadview, 2350 S. 25th Avenue, Broadview, Illinois 60153-3800.
9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

10. This intergovernmental **AGREEMENT** may be amended only by resolution of the corporate authority of each party hereto.
11. If any provision of this **AGREEMENT** is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this **AGREEMENT** which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
12. Neither party hereto may assign this **AGREEMENT** in whole or in part without the written consent of the other party.
13. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
14. This **AGREEMENT** represents the entire **AGREEMENT** between the parties and supersedes any and all prior **AGREEMENTS**, whether written or oral. Any modification of this **AGREEMENT** shall be valid only if in writing and signed by all parties hereto.
15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Illinois.
16. All notices relating to the **AGREEMENT** shall be either hand delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear in Section 8 of this **AGREEMENT**.
17. None of the provisions of this **AGREEMENT** is intended to create nor shall be designed or construed to create any relationship between the **COUNTY** and the **VILLAGE** other than of independent entities contracting with each other hereunder solely for effecting the provisions of the **AGREEMENT**. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer or representative of the other. The **VILLAGE** and the **COUNTY** will maintain separate and independent managements and each has full unrestricted authority and responsibility regarding its own organization and structure.
18. The execution of this **AGREEMENT** by the **COUNTY** shall be subject to the authorization of the Cook County Board of Commissioners adopted in accordance with applicable law.

IN WITNESS WHEREOF, the undersigned governmental units have caused this **AGREEMENT** to be duly executed and attached herewith are copies of the respective resolutions authorizing the signing official to execute this **AGREEMENT**.

VILLAGE OF BROADVIEW
a municipal corporation

By: _____

Village President

ATTEST:

By: _____
Village Clerk

Dated:

COUNTY OF COOK, a body
corporate and politic

Dated

By: _____
Director, Cook County
Department of Public Health

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH EDWIN HANCOCK ENGINEERING COMPANY FOR THE FURNISHING OF PROFESSIONAL ENGINEERING SERVICES RELATED TO THE PREPARATION OF THE PHASE 1 PROJECT DEVELOPMENT REPORT FOR THE 25TH AVENUE SHARED-USE PATH FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) have determined that the Village is in need of certain professional engineering services related to the 25th Avenue Shared-Use Path, including the preparation of the Phase 1 Project Development Report (the “Services”); and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to enter into the agreement with Edwin Hancock Engineering Company (“Hancock”) for the Services (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 02. Purpose.

The purpose of this Resolution is to enter into and approve the Agreement whereby Hancock will provide the Services to the Village.

Section 03. Invocation of Authority.

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

Sections 05-09. Reserved.

**ARTICLE II.
ACCEPTANCE OF AGREEMENT**

Section 10. Authorization.

The Agreement is hereby accepted and approved. The Village Board hereby authorizes and directs the President or her designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and

all previous actions taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable Agreement. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE**

Section 11. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 12. Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and

deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 13. Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 14. Effective Date.

This Resolution shall be effective and in full force upon its passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

ADOPTED by the Village Board of the Village of Broadview, Cook County,

Illinois on this ___ day of _____ 2018, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Brown-Marino				
Ealey				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS _____ DAY OF _____ 2018.

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____
Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**

EXHIBIT A

AGREEMENT

between the

VILLAGE OF BROADVIEW

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF
PROFESSIONAL ENGINEERING SERVICES
PREPARATION OF PHASE I PROJECT DEVELOPMENT REPORT

for the

25th AVENUE SHARED-USE PATH

in

BROADVIEW, ILLINOIS

November 2018

AGREEMENT
between the
VILLAGE OF BROADVIEW
and the
EDWIN HANCOCK ENGINEERING COMPANY
for furnishing of
PROFESSIONAL ENGINEERING SERVICES
PREPARATION OF PHASE I PROJECT DEVELOPMENT REPORT

for the
25th AVENUE SHARED-USE PATH

BROADVIEW, ILLINOIS

THIS AGREEMENT, made and entered into between the VILLAGE of BROADVIEW, hereinafter referred to as “VILLAGE”, and the EDWIN HANCOCK ENGINEERING COMPANY, hereinafter referred to as “ENGINEER”, covers the furnishing of Professional Engineering Services necessary for furnishing of Professional Engineering Services necessary for the preparation of a **Phase I Project Development Report** for the creation of a multi-use path along 25th Avenue from Roosevelt Road to the southern Village Limits.

For the purposes of this Agreement, “Contractor” shall be defined as any contractor or subcontractor whose services are engaged to perform the work described in this Agreement.

Phase I Engineering consists of the preparation of a project development report in accordance with the requirements of the Illinois Department of Transportation (IDOT).

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

- I. THE ENGINEER AGREES; upon written authorization by the OWNER,
 - A. To perform, or be responsible for the performance of, the following Phase I Report Engineering services for the proposed improvement:
 1. Preparing preliminary design criteria.
 2. Make such detailed topographical surveys as are necessary for the preparation of project plan sheets.
 3. Preparation of the Roadway Project Development Report (PDR), IDOT Form BLR 22211, in accordance with the current requirements of the IDOT.

Key items Included as part of the PDR are:

- a) Preliminary design of the proposed geometrics of the path including, path width and location within the parkway.
 - b) Coordination with existing public utilities.
 - c) Analysis of the condition of the existing lighting system and provide preliminary design of a new pedestrian lighting system, if necessary.
 - d) Preliminary design of ADA ramps at intersections.
 - e) Coordination with business owners to determine the proper staging of construction.
 - f) Holding public meetings with Village personnel and stakeholders along the improvement to receive feedback on existing issues with roadway and discuss proposed improvements.
 - g) Attendance at several meetings including meetings with representatives of Illinois Department of Transportation, Federal Highway Administration as well as internal meetings with personnel from the Village.
4. Initiating a Wetland and Waters of the U.S. (WOUS) Delineation and Completing a Wetland/Surface Water Report.
 5. Completing Preliminary Bridge Engineering at Addison and Salt Creeks, which shall include:
 - a) Bridge Inspection and Coordination
 - b) Bridge Type study
 - c) Structure Report
 6. To endorse all documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.
- B. To the fullest extent permitted by law, the ENGINEER shall indemnify, defend and hold the Village, its officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, or successors harmless from and against any third party claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages, known or unknown, contingent or actual, liquidated or unliquidated, that occurred or

are alleged to have occurred in whole or in part in connection with the Design Engineering; the intentional, willful or negligent acts or omissions of the ENGINEER; the ENGINEER'S violation of any law or the rights of a third party; or this Agreement. The ENGINEER will also indemnify, defend and hold harmless the Village for any Workers' Compensation claims related to this Agreement, except for claims from persons employed by the Village of Broadview, and for any claims that name the VILLAGE as a joint or loaning/loaner employer with ENGINEER. Notwithstanding any other contrary provision contained herein, the ENGINEER'S obligations under this Section shall survive the expiration or termination of this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

- C. ENGINEER shall carry adequate insurance as agreed upon between VILLAGE and ENGINEER, including but not limited to general liability insurance, workers' compensation insurance, and insurance covering the indemnity referenced in this Agreement. The ENGINEER shall add the VILLAGE as an additional insured on these policies, except for the ENGINEER's Workers' Compensation and Professional Liabilities policies. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE. ENGINEER shall provide within ten (10) business days of the execution of this agreement a copy of its certificates of insurance which shall evidence that the VILLAGE has been named as an additional insured by these policies.

II. THE VILLAGE AGREES:

- A. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 - 1. The ENGINEER's compensation for all services performed as stipulated in above Section A.I shall be a PHASE I REPORT ENGINEERING FEE in the amount of One Hundred Seventy Thousand Dollars (\$170,000.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.
 - 2. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates shown in Attachment A.

- B. That payment to the ENGINEER for the services rendered shall be made in the following manner:
 - 1. During the performance of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date based on percent completion of tasks as outlined less all previous payments made to the ENGINEER for engineering services.
 - 2. Upon delivery of final Phase I Report to the VILLAGE, One Hundred Percent (100%) of the total PHASE I REPORT ENGINEER FEE, less progress payments made, shall be due and payable to the ENGINEER.

III. IT IS MUTUALLY AGREED;

- A. Termination of Agreement. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partial and completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed provided that said services were approved, in writing, by the VILLAGE. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- B. Resolution of Disputes. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. If the parties are unable to mutually agree upon a mediator, the parties will ask a mediation service such as the Federal Mediation and Conciliation Service for a panel of no more than 7 mediators and the parties will take turns mutually striking names of the mediators until the parties have only one mediator left. The party to strike first shall be selected by lot. Any mediation or legal proceedings shall be held in the Cook County, Illinois, which is where the Project is located, unless another location is mutually agreed upon and there are no jurisdictional impediments. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- C. Entire Agreement. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations,

representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

- D. Notices. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the ENGINEER:

Derek Treichel, P.E.
President
Edwin Hancock Engineering
9933 Roosevelt Road
Westchester, IL 60154
Facsimile: 708-865-1212

To the Village:

Village President
Village of Broadview
2350 South 25th Avenue
Broadview, IL 60155
Facsimile: 708-681-2018

- E. Assignment. This Agreement is personal in character and the ENGINEER shall not assign, transfer or otherwise direct the transfer of his interest or any of his rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the VILLAGE. No assignment, even if consented to by the VILLAGE (which consent may be granted or withheld in the VILLAGE'S sole discretion) shall in any way reduce or eliminate the liability of the Consultant under this Agreement.
- F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County, Illinois.
- G. Prevailing Party. In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.
- H. Counterparts and Facsimile Transmissions. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- I. Severability. The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2018

VILLAGE OF BROADVIEW
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Katrina Thompson, Village President

ATTEST:

By _____
Kevin McGrier, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2018

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
Chris Baker, P.E., Vice President

(SEAL)

ATTACHMENT A

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENG-VI	133.00
ENG-V	128.00
ENG-IV	118.00
ENG-III	113.00
ENG- II	93.00
ENG- I	83.00
ENGINEERING TECH-V	113.00
ENGINEERING TECH-IV	103.00
ENGINEERING TECH-III	83.00
ENGINEERING TECH-II	68.00
ENGINEERING TECH-I	43.00
CAD MGR	113.00
CAD- II	103.00
CAD- I	93.00
ADMINISTRATIVE	68.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH EDWIN HANCOCK ENGINEERING COMPANY FOR THE FURNISHING OF PROFESSIONAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE CDBG ALLEY IMPROVEMENTS CDBG PROJECT NO. 1806-002 FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) have determined that the Village is in need of certain professional design and construction engineering services related to the Community Development Block Grant (“CDBG”) Alley Improvements CDBG Project No. 1806-002 (the “Services”); and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to enter into the agreement with Edwin Hancock Engineering Company (“Hancock”) for the Services (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 02. Purpose.

The purpose of this Resolution is to enter into and approve the Agreement whereby Hancock will provide the Services to the Village.

Section 03. Invocation of Authority.

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

Sections 05-09. Reserved.

**ARTICLE II.
ACCEPTANCE OF AGREEMENT**

Section 10. Authorization.

The Agreement is hereby accepted and approved. The Village Board hereby authorizes and directs the President or her designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any

and all previous actions taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable Agreement. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE**

Section 11. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 12. Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or

regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 13. Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 14. Effective Date.

This Resolution shall be effective and in full force upon its passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

ADOPTED by the Village Board of the Village of Broadview, Cook County,

Illinois on this ___ day of _____ 2018, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Brown-Marino				
Ealey				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS _____ DAY OF _____ 2018.

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**

EXHIBIT A

AGREEMENT

between the

VILLAGE OF BROADVIEW

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF
PROFESSIONAL
DESIGN AND CONSTRUCTION
ENGINEERING SERVICES

for the

CDBG ALLEY IMPROVEMENTS
CDBG PROJECT NO. 1806-002

in

BROADVIEW, ILLINOIS

November 2018

AGREEMENT
between the
VILLAGE OF BROADVIEW
and the
EDWIN HANCOCK ENGINEERING COMPANY
for furnishing of
DESIGN AND CONSTRUCTION ENGINEERING SERVICES
for the
CDBG ALLEY IMPROVEMENT PROJECT
CDBG PROJECT NO. 1806-002

BROADVIEW, ILLINOIS

THIS AGREEMENT, made and entered into between the VILLAGE of BROADVIEW, hereinafter referred to as "VILLAGE", and the EDWIN HANCOCK ENGINEERING COMPANY, hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary for the Design and Construction Engineering required for the CDBG Alley Improvement Project CDBG Project No. 1806-002. For the purposes of this Agreement, "Contractor" shall be defined as any contractors or subcontractors whose services are engaged to perform the work described in this Agreement, particularly the work related to CDBG Alley Improvements Project, Project number 1806-002.

The alleys to be improved are:

N-S Alley between 22nd Avenue and 23rd Avenue from Harvard Street to Fillmore Street.

N-S Alley between 25th Avenue and 24th Avenue from Harvard Street to Fillmore Street.

N-S Alley between 25th Avenue and 24th Avenue from the alley north of Roosevelt Road to Fillmore Avenue.

The scope of construction will include removing the existing deteriorated hot-mix asphalt alley pavement, garage aprons, sidewalks and select sections of curb. Installation of an aggregate base course, concrete alley pavement, permeable paver alley pavement, alley garage aprons, sidewalks and curbs.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; and performance of other necessary engineering services relative to the improvement prior to the start of construction, as well as other services outlined in Section I.A. this AGREEMENT.

Construction Engineering includes line and grade staking of the proposed work, observation of the work as it progresses to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at progress meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section I.B of this AGREEMENT.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

I. THE ENGINEER AGREES; upon written authorization by the OWNER,

- A. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - 1. Preparing preliminary design criteria.
 - 2. Making engineering field topographic surveys as are necessary.
 - 3. Preparing and submitting necessary applications to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - 4. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - 5. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.
 - 6. Assisting the VILLAGE in the issuance of proposal forms, advertising for bids
 - 7. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals and preparing a letter of recommendation for award of contract.
- B. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
 - 1. Preparation of all necessary contract documents resulting from the award of the contract.
 - 2. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
 - 3. Checking of shop and equipment drawings for general conformance of the information given with the design concept expressed in the contract documents.
 - 4. Providing line-and-grade staking.
 - 5. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.
 - 6. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - 7. Coordination of materials testing engineers and review of materials inspection reports.

8. Advising the VILLAGE of defects and deficiencies observed in the work of the CONTRACTOR, but the ENGINEER shall not be responsible for nor does it guarantee the performance of the contract by the CONTRACTOR
 9. Making any necessary changes as may be required after the award of the construction contract and during construction of the improvement and which are consistent with the original scope of the project. Changes not in the original scope that are requested by the VILLAGE, or requested by the CONTRACTOR and agreed to by the VILLAGE, or are deemed necessary to the project but not reasonably foreseeable by the ENGINEER during the time of the design, shall be performed by the ENGINEER at an agreed additional cost.
 10. Making final measurement of quantities of work performed under the contract as required for determining payment due for the work.
 11. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
 12. Performing final inspection of all improvements.
- C. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the services, the selection of the firm and their fee schedule being first subject to the approval of the VILLAGE:
1. Proportioning and testing of Portland cement concrete and bituminous concrete mixtures in accordance with project specifications.
 2. All compaction or density tests as required by the specifications.
- D. To the fullest extent permitted by law, the ENGINEER shall indemnify, defend and hold the Village, its officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, or successors harmless from and against any third party claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages, known or unknown, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Design Engineering or the Construction Engineering; the intentional, willful or negligent acts or omissions of the ENGINEER; the ENGINEER'S violation of any law or the rights of a third party; or this Agreement. The ENGINEER will also indemnify, defend and hold harmless the Village for any Workers' Compensation claims related to this Agreement, except for claims from persons employed by the Village of Broadview, and for any claims that name the VILLAGE as a joint or loaning/loaner employer with ENGINEER. Notwithstanding any other contrary provision contained herein, the ENGINEER'S obligations under this Section shall survive the expiration or termination of this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.
- E. ENGINEER shall carry adequate insurance as agreed upon between VILLAGE and ENGINEER, including but not limited to general liability insurance, workers' compensation insurance, and insurance covering the indemnity referenced in this

Agreement. The ENGINEER shall add the VILLAGE as an additional insured on these policies, except for the ENGINEER's Workers' Compensation and Professional Liabilities policies. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE. ENGINEER shall provide within ten (10) business days of the execution of this agreement a copy of its certificates of insurance which shall evidence that the VILLAGE has been named as an additional insured by these policies.

II. THE VILLAGE AGREES:

- A. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
1. The ENGINEER's compensation for all Design Engineering services performed as stipulated in above Section I.A. shall be a DESIGN ENGINEERING FEE in the amount of Forty Thousand and No/ 100 Dollars (\$40,000.00), unless there is a substantial change in the scope, complexity, or character of the improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the AGREEMENT and shall be memorialized in writing.
 2. To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section I.B a CONSTRUCTION ENGINEERING FEE of Forty-Four Thousand and No/100 Dollars (\$44,000.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advanced written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.
 3. To pay for subletted services as stipulated in Section I.C. at the actual costs to the ENGINEER, said costs being separate from the ENGINEERING FEES. "Costs to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of invoices from the party doing the work.
 4. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates shown in Attachment A.
- B. That payment to the ENGINEER for the services rendered shall be made in the following manner:
1. During the design of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date based on percent completion of tasks as outlined less all previous payments made to the ENGINEER for design engineering services.

2. Upon satisfactory delivery of final design plans, specifications, and proposals for the improvement by the VILLAGE, One Hundred Percent (100%) of the total DESIGN ENGINEERING FEE, less progress payments made, shall be due and payable to the ENGINEER. Any costs or fees incurred by either party resulting from the failure by the ENGINEER to draft the final design plans, specifications, and proposals for the improvements referenced in this AGREEMENT as agreed will be borne exclusively by the ENGINEER, unless mutually agreed otherwise.
3. During construction, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly payments for the work performed for Construction Engineering shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date based on percent completion of tasks as outlined less all previous payments made to the ENGINEER for construction engineering services.
4. Final Payment - Upon approval by the VILLAGE, but not later than sixty (60) days after the site improvements have been satisfactorily completed and all final measurements and reports have been made and accepted by the VILLAGE, One Hundred Percent (100%) of the total CONSTRUCTION ENGINEERING FEE, less progress payments made, shall be due and payable to the ENGINEER.

III. IT IS MUTUALLY AGREED:

- A. Termination of Agreement. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partial and completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed provided that said services were approved, in writing, by the VILLAGE. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- B. Scope of Control. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the CONTRACTOR's rights and responsibilities under the contract documents that the CONTRACTOR entered into with the VILLAGE.
- C. Resolution of Disputes. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. If the parties are unable to mutually agree upon a mediator, the parties will ask a mediation service such as the Federal

Mediation and Conciliation Service for a panel of no more than 7 mediators and the parties will take turns mutually striking names of the mediators until the parties have only one mediator left. The party to strike first shall be selected by lot. Any mediation or legal proceedings shall be held in the Cook County, Illinois, which is where the Project is located, unless another location is mutually agreed upon and there are no jurisdictional impediments. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- D. Entire Agreement. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.
- E. Notices. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the ENGINEER:

Chris Baker, P.E.
Edwin Hancock Engineering
9933 Roosevelt Road
Westchester, IL 60154
Facsimile: 708-865-1212

To the Village:
Village President
Village of Broadview
2350 South 25th Avenue
Broadview, IL 60155
Facsimile: 708-681-2018

- F. Assignment. This Agreement is personal in character and the ENGINEER shall not assign, transfer or otherwise direct the transfer of his interest or any of his rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the VILLAGE. No assignment, even if consented to by the VILLAGE (which consent may be granted or withheld in the VILLAGE'S sole discretion) shall in any way reduce or eliminate the liability of the Consultant under this Agreement.

- G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County, Illinois.
- H. Prevailing Party. In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.
- I. Counterparts and Facsimile Transmissions. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- J. Severability. The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2018

VILLAGE OF BROADVIEW
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Katrina Thompson, Village President

ATTEST:

By _____
Kevin McGrier, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2018

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
Chris Baker, P.E., Vice President

(SEAL)

ATTACHMENT A

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENG-VI	133.00
ENG-V	128.00
ENG-IV	118.00
ENG-III	113.00
ENG- II	93.00
ENG- I	83.00
ENGINEERING TECH-V	113.00
ENGINEERING TECH-IV	103.00
ENGINEERING TECH-III	83.00
ENGINEERING TECH-II	68.00
ENGINEERING TECH-I	43.00
CAD MGR	113.00
CAD- II	103.00
CAD- I	93.00
ADMINISTRATIVE	68.00

RESOLUTION NO. _____

A RESOLUTION APPROVING THE FINAL BUDGET FOR A CERTAIN INTERGOVERNMENTAL AGREEMENT REGARDING THE IKE 911 CENTER BETWEEN THE VILLAGE OF BROADVIEW AND THE VILLAGE OF MAYWOOD FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board”, and with the President, the “Corporate Authorities”) are committed to the health, safety and welfare of its residents, including local veterans; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the “Act”) authorizes public agencies, which include units of local government, to jointly exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Act authorizes public agencies, such as the Village and the Village of Maywood (“Maywood”) to enter into intergovernmental agreements with other public bodies; and

WHEREAS, the Village and Maywood previously entered into a certain Intergovernmental Agreement dated April 3, 2018 (the “Agreement”) for the build-out of the IKE 911 Center; and

WHEREAS, pursuant to the terms of the Agreement, the respective corporate authorities

of the Village and Maywood are required to approve the final budget (the “Budget”), a copy of which is attached hereto and incorporated herein as Exhibit A, prior to funding the escrow account; and

WHEREAS, the Village and Maywood have agreed on the Budget; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to approve the Budget;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 02. Purpose.

The purpose of this Resolution is to approve the Budget pursuant to the terms of the Agreement.

Section 03. Invocation of Authority.

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

Sections 05-09. Reserved.

**ARTICLE II.
ACCEPTANCE OF AGREEMENT**

Section 10. Authorization.

The Budget is hereby accepted and approved. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE**

Section 11. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 12. Severability.

The provisions of this Resolution are hereby declared to be severable and should any

provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 13. Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 14. Effective Date.

This Resolution shall be effective and in full force upon its passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

ADOPTED by the Village Board of the Village of Broadview, Cook County, Illinois on this ___ day of _____ 2018, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Brown-Marino				
Ealey				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS _____ DAY OF _____ 2018.

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____
Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**

EXHIBIT A

BUDGET

[To Be Attached]

Exhibit A to this resolution will be forthcoming and distributed in short order prior to the 11/19/18 Board meeting.