

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE EXTENDING THE DURATION OF ORDINANCE NO. CO-2020-13 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 municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is 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 of Broadview; and

**WHEREAS**, on March 16, 2020, the Village President (the “President”) and the Board of Trustees of the Village of Broadview (the “Village Board”, together with the President, the “Corporate Authorities”) approved Ordinance No. CO-2020-13 which declared a local state of emergency (the “Declaration of Emergency”) due to the Coronavirus Disease 2019 (COVID-19); and

**WHEREAS**, on March 20, 2020, Governor J.B. Pritzker issued Executive Order 2020-10 (COVID Executive Order No. 8), a copy of which is attached hereto as Exhibit A, which ordered all individuals to “stay at home” until April 7, 2020, with exceptions for essential activities, essential government functions, and essential businesses and operations; and

**WHEREAS**, COVID Executive Order No. 8 also prohibits public gatherings of ten (10) or more people and provides that essential businesses and operations remaining open shall to the greatest extent feasible comply with Social Distancing Requirements, including by maintaining six-foot social distancing for employers and members of the public at all times; and

**WHEREAS**, on March 29, 2020, President Trump issued a statement extending social distancing guidelines nationwide until April 30, 2020; and

**WHEREAS**, on April 1, 2020, Governor Pritzker issued Executive Order 2020-18 (COVID-19 Executive Order No. 16), a copy of which is attached hereto as Exhibit B, which redeclared the emergency and extended the “stay at home” order set forth in Executive Order 2020-10 (COVID-19 Executive Order No. 8) until April 30, 2020; and

**WHEREAS**, on April 23, 2020, Governor Pritzker further extended the “stay at home” order to May 30, 2020, which now includes additional mandates relates to, among other things, wearing face coverings in most public settings; and

**WHEREAS**, it is plainly apparent that the situation surrounding the COVID-19 pandemic is quickly evolving and the mandates and recommendations from the federal and state levels continue to change; and

**WHEREAS**, the Village has and will continue to adhere to any State and federal proclamations, orders or mandates as feasible and reasonable, and applicable by law; and

**WHEREAS**, pursuant to this Ordinance, the Corporate Authorities hereby extend the Declaration of Emergency, by renewing and extending the duration of Ordinance No. CO-2020-13 and Ordinance No. CO-2020-16, due to the continued impact of the COVID-19 virus; and

**WHEREAS**, the Corporate Authorities have considered the existence of a public health emergency in acting upon this Ordinance and taking additional actions required to promote the health, safety and welfare of its citizens;

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

**SECTION 1:** The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

**SECTION 2:** This Ordinance shall constitute a renewal and extension of the Declaration

of Emergency. The duration of Ordinance No. CO-2020-13 and Ordinance No. CO-2020-16 are hereby extended and shall continue in full effect until the next regular meeting of the Corporate Authorities and may be further renewed and extended, as needed.

**SECTION 3:** All Village rules and regulations regarding electronic attendance at public meetings and the holding of meetings or related activities at physical locations are suspended. The Corporate Authorities deem the place and location of the Village's upcoming public meetings to be the electronic forum so chosen by the Village. Said meetings will be continued to be held and agendas and notices so posted in accordance with the Open Meetings Act and in compliance with the dictates and underlying policies of the Executive Orders issued by the Office of the Governor. The Corporate Authorities hereby determine that these electronic forums provide reasonable accessibility to the public in light of the general concerns to the public health and specific threats posed to the health of Village residents and others interested in the affairs of the Village during the COVID-19 pandemic.

**SECTION 4:** 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 5:** All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 6:** A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village of Broadview as provided by the Illinois Municipal Code, as amended.

**SECTION 7:** This Ordinance shall be effective and in full force immediately upon

passage, approval and publication in accordance with applicable law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**ADOPTED** by the Village Board of the Village of Broadview, Cook County, Illinois on this \_\_\_\_ day of \_\_\_\_\_ 2020, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Miller				
Senior				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
<b>TOTAL</b>				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2020.**

**APPROVED,**

\_\_\_\_\_

**VILLAGE PRESIDENT**

**ATTEST:** \_\_\_\_\_

**Village Clerk**

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

**Exhibit A**



FILED  
INDEX DEPARTMENT

MAR 20 2020

IN THE OFFICE OF  
SECRETARY OF STATE

March 20, 2020

Executive Order 2020-10

**EXECUTIVE ORDER IN RESPONSE TO COVID-19**  
**(COVID-19 EXECUTIVE ORDER NO. 8)**

WHEREAS, I, JB Pritzker, Governor of Illinois, declared all counties in the State of Illinois as a disaster area on March 9, 2020 (Gubernatorial Disaster Proclamation) in response to the outbreak of Coronavirus Disease 2019 (COVID-19); and,

WHEREAS, in a short period of time, COVID-19 has rapidly spread throughout Illinois, necessitating updated and more stringent guidance from federal, state, and local public health officials; and,

WHEREAS, for the preservation of public health and safety throughout the entire State of Illinois, and to ensure that our healthcare delivery system is capable of serving those who are sick, I find it necessary to take additional measures consistent with public health guidance to slow and stop the spread of COVID-19;

WHEREAS, COVID-19 has resulted in significant economic impact, including loss of income and wages, that threaten to undermine housing security and stability;

WHEREAS, the enforcement of eviction orders for residential premises is contrary to the interest of preserving public health and ensuring that individuals remain in their homes during this public health emergency;

THEREFORE, by the powers vested in me as the Governor of the State of Illinois, and pursuant to Sections 7(1), 7(2), 7(8), 7(10), and 7(12) of the Illinois Emergency Management Agency Act, 20 ILCS 3305, and consistent with the powers in public health laws, I hereby order the following, effective March 21, 2020 at 5:00 pm and for the remainder of the duration of the Gubernatorial Disaster Proclamation, which currently extends through April 7, 2020:

**Section 1. Stay at Home; Social Distancing Requirements; and Essential Businesses and Operations**

1. **Stay at home or place of residence.** With exceptions as outlined below, all individuals currently living within the State of Illinois are ordered to stay at home or at their place of residence except as allowed in this Executive Order. To the extent individuals are using shared or outdoor spaces when outside their residence, they must at all times and as much as reasonably possible maintain social distancing of at least six feet from any other person, consistent with the Social Distancing Requirements set forth in this Executive Order. All persons may leave their homes or place of residence only for Essential Activities, Essential Governmental Functions, or to operate Essential Businesses and Operations, all as defined below.

Individuals experiencing homelessness are exempt from this directive, but are strongly urged to obtain shelter, and governmental and other entities are strongly urged to make

such shelter available as soon as possible and to the maximum extent practicable (and to use in their operation COVID-19 risk mitigation practices recommended by the U.S. Centers for Disease Control and Prevention (CDC) and the Illinois Department of Public Health (IDPH)). Individuals whose residences are unsafe or become unsafe, such as victims of domestic violence, are permitted and urged to leave their home and stay at a safe alternative location. For purposes of this Executive Order, homes or residences include hotels, motels, shared rental units, shelters, and similar facilities.

2. **Non-essential business and operations must cease.** All businesses and operations in the State, except Essential Businesses and Operations as defined below, are required to cease all activities within the State except Minimum Basic Operations, as defined below. For clarity, businesses may also continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e., working from home).

All Essential Businesses and Operations are encouraged to remain open. To the greatest extent feasible, Essential Businesses and Operations shall comply with Social Distancing Requirements as defined in this Executive Order, including by maintaining six-foot social distancing for both employees and members of the public at all times, including, but not limited to, when any customers are standing in line.

3. **Prohibited activities.** All public and private gatherings of any number of people occurring outside a single household or living unit are prohibited, except for the limited purposes permitted by this Executive Order. Pursuant to current guidance from the CDC, any gathering of more than ten people is prohibited unless exempted by this Executive Order. Nothing in this Executive Order prohibits the gathering of members of a household or residence.

All places of public amusement, whether indoors or outdoors, including but not limited to, locations with amusement rides, carnivals, amusement parks, water parks, aquariums, zoos, museums, arcades, fairs, children's play centers, playgrounds, funplexes, theme parks, bowling alleys, movie and other theaters, concert and music halls, and country clubs or social clubs shall be closed to the public.

This Executive Order supersedes Section 2 of Executive Order 2020-07 (COVID-19 Executive Order No. 5), which prohibited gatherings of 50 people or more.

4. **Prohibited and permitted travel.** All travel, including, but not limited to, travel by automobile, motorcycle, scooter, bicycle, train, plane, or public transit, except Essential Travel and Essential Activities as defined herein, is prohibited. People riding on public transit must comply with Social Distancing Requirements to the greatest extent feasible. This Executive Order allows travel into or out of the State to maintain Essential Businesses and Operations and Minimum Basic Operations.
5. **Leaving the home for essential activities is permitted.** For purposes of this Executive Order, individuals may leave their residence only to perform any of the following Essential Activities:
  - a. **For health and safety.** To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (including, but not limited to, pets), such as, by way of example only and without limitation, seeking emergency services, obtaining medical supplies or medication, or visiting a health care professional.
  - b. **For necessary supplies and services.** To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others, such as, by way of example only and without limitation, groceries and food, household consumer products, supplies they need

to work from home, and products necessary to maintain the safety, sanitation, and essential operation of residences.

- c. **For outdoor activity.** To engage in outdoor activity, provided the individuals comply with Social Distancing Requirements, as defined below, such as, by way of example and without limitation, walking, hiking, running, or biking. Individuals may go to public parks and open outdoor recreation areas. However, playgrounds may increase spread of COVID-19, and therefore shall be closed.
  - d. **For certain types of work.** To perform work providing essential products and services at Essential Businesses or Operations (which, as defined below, includes Healthcare and Public Health Operations, Human Services Operations, Essential Governmental Functions, and Essential Infrastructure) or to otherwise carry out activities specifically permitted in this Executive Order, including Minimum Basic Operations.
  - e. **To take care of others.** To care for a family member, friend, or pet in another household, and to transport family members, friends, or pets as allowed by this Executive Order.
6. **Elderly people and those who are vulnerable as a result of illness should take additional precautions.** People at high risk of severe illness from COVID-19, including elderly people and those who are sick, are urged to stay in their residence to the extent possible except as necessary to seek medical care. Nothing in this Executive Order prevents the Illinois Department of Public Health or local public health departments from issuing and enforcing isolation and quarantine orders pursuant to the Department of Public Health Act, 20 ILCS 2305.
7. **Healthcare and Public Health Operations.** For purposes of this Executive Order, individuals may leave their residence to work for or obtain services through Healthcare and Public Health Operations.

Healthcare and Public Health Operations includes, but is not limited to: hospitals; clinics; dental offices; pharmacies; public health entities, including those that compile, model, analyze and communicate public health information; pharmaceutical, pharmacy, medical device and equipment, and biotechnology companies (including operations, research and development, manufacture, and supply chain); organizations collecting blood, platelets, plasma, and other necessary materials; licensed medical cannabis dispensaries and licensed cannabis cultivation centers; reproductive health care providers; eye care centers, including those that sell glasses and contact lenses; home healthcare services providers; mental health and substance use providers; other healthcare facilities and suppliers and providers of any related and/or ancillary healthcare services; and entities that transport and dispose of medical materials and remains.

Specifically included in Healthcare and Public Health Operations are manufacturers, technicians, logistics, and warehouse operators and distributors of medical equipment, personal protective equipment (PPE), medical gases, pharmaceuticals, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, and tissue and paper towel products.

Healthcare and Public Health Operations also includes veterinary care and all healthcare services provided to animals.

Healthcare and Public Health Operations shall be construed broadly to avoid any impacts to the delivery of healthcare, broadly defined. Healthcare and Public Health Operations does not include fitness and exercise gyms, spas, salons, barber shops, tattoo parlors, and similar facilities.

8. **Human Services Operations.** For purposes of this Executive Order, individuals may leave their residence to work for or obtain services at any Human Services Operations, including any provider funded by the Illinois Department of Human Services, Illinois Department of Children and Family Services, or Medicaid that is providing services to the public and including state-operated, institutional, or community-based settings providing human services to the public.

Human Services Operations includes, but is not limited to: long-term care facilities; all entities licensed pursuant to the Child Care Act, 225 ILCS 10, except for day care centers, day care homes, group day care homes, and day care centers licensed as specified in Section 12(s) of this Executive Order; residential settings and shelters for adults, seniors, children, and/or people with developmental disabilities, intellectual disabilities, substance use disorders, and/or mental illness; transitional facilities; home-based settings to provide services to individuals with physical, intellectual, and/or developmental disabilities, seniors, adults, and children; field offices that provide and help to determine eligibility for basic needs including food, cash assistance, medical coverage, child care, vocational services, rehabilitation services; developmental centers; adoption agencies; businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged individuals, individuals with physical, intellectual, and/or developmental disabilities, or otherwise needy individuals.

Human Services Operations shall be construed broadly to avoid any impacts to the delivery of human services, broadly defined.

9. **Essential Infrastructure.** For purposes of this Executive Order, individuals may leave their residence to provide any services or perform any work necessary to offer, provision, operate, maintain and repair Essential Infrastructure.

Essential Infrastructure includes, but is not limited to: food production, distribution, and sale; construction (including, but not limited to, construction required in response to this public health emergency, hospital construction, construction of long-term care facilities, public works construction, and housing construction); building management and maintenance; airport operations; operation and maintenance of utilities, including water, sewer, and gas; electrical (including power generation, distribution, and production of raw materials); distribution centers; oil and biofuel refining; roads, highways, railroads, and public transportation; ports; cybersecurity operations; flood control; solid waste and recycling collection and removal; and internet, video, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services).

Essential Infrastructure shall be construed broadly to avoid any impacts to essential infrastructure, broadly defined.

10. **Essential Governmental Functions.** For purposes of this Executive Order, all first responders, emergency management personnel, emergency dispatchers, court personnel, law enforcement and corrections personnel, hazardous materials responders, child protection and child welfare personnel, housing and shelter personnel, military, and other governmental employees working for or to support Essential Businesses and Operations are categorically exempt from this Executive Order.

Essential Governmental Functions means all services provided by the State or any municipal, township, county, subdivision or agency of government and needed to ensure the continuing operation of the government agencies or to provide for or support the health, safety and welfare of the public, and including contractors performing Essential Governmental Functions. Each government body shall determine its Essential Governmental Functions and identify employees and/or contractors necessary to the performance of those functions.

This Executive Order does not apply to the United States government. Nothing in this Executive Order shall prohibit any individual from performing or accessing Essential Governmental Functions.

11. **Businesses covered by this Executive Order.** For the purposes of this Executive Order, covered businesses include any for-profit, non-profit, or educational entities, regardless of the nature of the service, the function it performs, or its corporate or entity structure.
12. **Essential Businesses and Operations.** For the purposes of this Executive Order, Essential Businesses and Operations means Healthcare and Public Health Operations, Human Services Operations, Essential Governmental Functions, and Essential Infrastructure, and the following:<sup>1</sup>
  - a. **Stores that sell groceries and medicine.** Grocery stores, pharmacies, certified farmers' markets, farm and produce stands, supermarkets, convenience stores, and other establishments engaged in the retail sale of groceries, canned food, dry goods, frozen foods, fresh fruits and vegetables, pet supplies, fresh meats, fish, and poultry, alcoholic and non-alcoholic beverages, and any other household consumer products (such as cleaning and personal care products). This includes stores that sell groceries, medicine, including medication not requiring a medical prescription, and also that sell other non-grocery products, and products necessary to maintaining the safety, sanitation, and essential operation of residences and Essential Businesses and Operations;
  - b. **Food, beverage, and cannabis production and agriculture.** Food and beverage manufacturing, production, processing, and cultivation, including farming, livestock, fishing, baking, and other production agriculture, including cultivation, marketing, production, and distribution of animals and goods for consumption; licensed medical and adult use cannabis dispensaries and licensed cannabis cultivation centers; and businesses that provide food, shelter, and other necessities of life for animals, including animal shelters, rescues, shelters, kennels, and adoption facilities;
  - c. **Organizations that provide charitable and social services.** Businesses and religious and secular nonprofit organizations, including food banks, when providing food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals, individuals who need assistance as a result of this emergency, and people with disabilities;
  - d. **Media.** Newspapers, television, radio, and other media services;
  - e. **Gas stations and businesses needed for transportation.** Gas stations and auto-supply, auto-repair, and related facilities and bicycle shops and related facilities;
  - f. **Financial institutions.** Banks, currency exchanges, consumer lenders, including but not limited, to payday lenders, pawnbrokers, consumer installment lenders and sales finance lenders, credit unions, appraisers, title companies, financial markets, trading and futures exchanges, affiliates of financial institutions, entities that issue bonds, related financial institutions, and institutions selling financial products;
  - g. **Hardware and supply stores.** Hardware stores and businesses that sell electrical, plumbing, and heating material;

---

<sup>1</sup> On March 19, 2020, the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency, issued a *Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response*. The definition of Essential Businesses and Operations in this Order is meant to encompass the workers identified in that Memorandum.

- h. **Critical trades.** Building and Construction Tradesmen and Tradeswomen, and other trades including but not limited to plumbers, electricians, exterminators, cleaning and janitorial staff for commercial and governmental properties, security staff, operating engineers, HVAC, painting, moving and relocation services, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, Essential Activities, and Essential Businesses and Operations;
- i. **Mail, post, shipping, logistics, delivery, and pick-up services.** Post offices and other businesses that provide shipping and delivery services, and businesses that ship or deliver groceries, food, alcoholic and non-alcoholic beverages, goods or services to end users or through commercial channels;
- j. **Educational institutions.** Educational institutions—including public and private pre-K-12 schools, colleges, and universities—for purposes of facilitating distance learning, performing critical research, or performing essential functions, provided that social distancing of six-feet per person is maintained to the greatest extent possible. This Executive Order is consistent with and does not amend or supersede Executive Order 2020-05 (COVID-19 Executive Order No. 3) or Executive Order 2020-06 (COVID-19 Executive Order No. 4) except that affected schools are ordered closed through April 7, 2020;
- k. **Laundry services.** Laundromats, dry cleaners, industrial laundry services, and laundry service providers;
- l. **Restaurants for consumption off-premises.** Restaurants and other facilities that prepare and serve food, but only for consumption off-premises, through such means as in-house delivery, third-party delivery, drive-through, curbside pick-up, and carry-out. Schools and other entities that typically provide food services to students or members of the public may continue to do so under this Executive Order on the condition that the food is provided to students or members of the public on a pick-up and takeaway basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site due to the virus's propensity to physically impact surfaces and personal property. This Executive Order is consistent with and does not amend or supersede Section 1 of Executive Order 2020-07 (COVID-19 Executive Order No. 5) except that Section 1 is ordered to be extended through April 7, 2020;
- m. **Supplies to work from home.** Businesses that sell, manufacture, or supply products needed for people to work from home;
- n. **Supplies for Essential Businesses and Operations.** Businesses that sell, manufacture, or supply other Essential Businesses and Operations with the support or materials necessary to operate, including computers, audio and video electronics, household appliances; IT and telecommunication equipment; hardware, paint, flat glass; electrical, plumbing and heating material; sanitary equipment; personal hygiene products; food, food additives, ingredients and components; medical and orthopedic equipment; optics and photography equipment; diagnostics, food and beverages, chemicals, soaps and detergent; and firearm and ammunition suppliers and retailers for purposes of safety and security;
- o. **Transportation.** Airlines, taxis, transportation network providers (such as Uber and Lyft), vehicle rental services, paratransit, and other private, public, and commercial transportation and logistics providers necessary for Essential Activities and other purposes expressly authorized in this Executive Order;

- p. **Home-based care and services.** Home-based care for adults, seniors, children, and/or people with developmental disabilities, intellectual disabilities, substance use disorders, and/or mental illness, including caregivers such as nannies who may travel to the child's home to provide care, and other in-home services including meal delivery;
  - q. **Residential facilities and shelters.** Residential facilities and shelters for adults, seniors, children, and/or people with developmental disabilities, intellectual disabilities, substance use disorders, and/or mental illness;
  - r. **Professional services.** Professional services, such as legal services, accounting services, insurance services, real estate services (including appraisal and title services);
  - s. **Day care centers for employees exempted by this Executive Order.** Day care centers granted an emergency license pursuant to Title 89, Section 407.400 of the Illinois Administrative Code, governing Emergency Day Care Programs for children of employees exempted by this Executive Order to work as permitted. The licensing requirements for day care homes pursuant to Section 4 of the Child Care Act, 225 ILCS 10/4, are hereby suspended for family homes that receive up to 6 children for the duration of the Gubernatorial Disaster Proclamation.
  - t. **Manufacture, distribution, and supply chain for critical products and industries.** Manufacturing companies, distributors, and supply chain companies producing and supplying essential products and services in and for industries such as pharmaceutical, technology, biotechnology, healthcare, chemicals and sanitization, waste pickup and disposal, agriculture, food and beverage, transportation, energy, steel and steel products, petroleum and fuel, mining, construction, national defense, communications, as well as products used by other Essential Businesses and Operations.
  - u. **Critical labor union functions.** Labor Union essential activities including the administration of health and welfare funds and personnel checking on the well-being and safety of members providing services in Essential Businesses and Operations – provided that these checks should be done by telephone or remotely where possible.
  - v. **Hotels and motels.** Hotels and motels, to the extent used for lodging and delivery or carry-out food services.
  - w. **Funeral services.** Funeral, mortuary, cremation, burial, cemetery, and related services.
13. **Minimum Basic Operations.** For the purposes of this Executive Order, Minimum Basic Operations include the following, provided that employees comply with Social Distancing Requirements, to the extent possible, while carrying out such operations:
- a. The minimum necessary activities to maintain the value of the business's inventory, preserve the condition of the business's physical plant and equipment, ensure security, process payroll and employee benefits, or for related functions.
  - b. The minimum necessary activities to facilitate employees of the business being able to continue to work remotely from their residences.
14. **Essential Travel.** For the purposes of this Executive Order, Essential Travel includes travel for any of the following purposes. Individuals engaged in any Essential Travel must comply with all Social Distancing Requirements as defined in this Section.

- a. Any travel related to the provision of or access to Essential Activities, Essential Governmental Functions, Essential Businesses and Operations, or Minimum Basic Operations.
- b. Travel to care for elderly, minors, dependents, persons with disabilities, or other vulnerable persons.
- c. Travel to or from educational institutions for purposes of receiving materials for distance learning, for receiving meals, and any other related services.
- d. Travel to return to a place of residence from outside the jurisdiction.
- e. Travel required by law enforcement or court order, including to transport children pursuant to a custody agreement.
- f. Travel required for non-residents to return to their place of residence outside the State. Individuals are strongly encouraged to verify that their transportation out of the State remains available and functional prior to commencing such travel.

15. **Social Distancing Requirements.** For purposes of this Executive Order, Social Distancing Requirements includes maintaining at least six-foot social distancing from other individuals, washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning high-touch surfaces, and not shaking hands.

- a. **Required measures.** Essential Businesses and Operations and businesses engaged in Minimum Basic Operations must take proactive measures to ensure compliance with Social Distancing Requirements, including where possible:
  - i. **Designate six-foot distances.** Designating with signage, tape, or by other means six-foot spacing for employees and customers in line to maintain appropriate distance;
  - ii. **Hand sanitizer and sanitizing products.** Having hand sanitizer and sanitizing products readily available for employees and customers;
  - iii. **Separate operating hours for vulnerable populations.** Implementing separate operating hours for elderly and vulnerable customers; and
  - iv. **Online and remote access.** Posting online whether a facility is open and how best to reach the facility and continue services by phone or remotely.

16. **Intent of this Executive Order.** The intent of this Executive Order is to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while enabling essential services to continue, to slow the spread of COVID-19 to the greatest extent possible. When people need to leave their places of residence, whether to perform Essential Activities, or to otherwise facilitate authorized activities necessary for continuity of social and commercial life, they should at all times and as much as reasonably possible comply with Social Distancing Requirements. All provisions of this Executive Order should be interpreted to effectuate this intent.

17. **Enforcement.** This Executive Order may be enforced by State and local law enforcement pursuant to, *inter alia*, Section 7, Section 18, and Section 19 of the Illinois Emergency Management Agency Act, 20 ILCS 3305.

18. **No limitation on authority.** Nothing in this Executive Order shall, in any way, alter or modify any existing legal authority allowing the State or any county, or local government

body from ordering (1) any quarantine or isolation that may require an individual to remain inside a particular residential property or medical facility for a limited period of time, including the duration of this public health emergency, or (2) any closer of a specific location for a limited period of time, including the duration of this public health emergency. Nothing in this Executive Order shall, in any way, alter or modify any existing legal authority allowing a county or local government body to enact provisions that are stricter than those in this Executive Order.

**Section 2. Order ceasing evictions.**

Pursuant to the Illinois Emergency Management Agency Act, 20 ILCS 3305/7(2), (8), and (10), all state, county, and local law enforcement officers in the State of Illinois are instructed to cease enforcement of orders of eviction for residential premises for the duration of the Gubernatorial Disaster Proclamation. No provision contained in this Executive Order shall be construed as relieving any individual of the obligation to pay rent, to make mortgage payments, or to comply with any other obligation that an individual may have under tenancy or mortgage.

**Section 3. Savings clause.**

If any provision of this Executive Order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Executive Order are declared to be severable.



JB Pritzker, Governor

Issued by the Governor March 20, 2020  
Filed by the Secretary of State March 20, 2020

**FILED**  
INDEX DEPARTMENT  
MAR. 20 2020  
IN THE OFFICE OF  
SECRETARY OF STATE

**Exhibit B**



FILED  
INDEX DEPARTMENT  
APR 01 2020  
IN THE OFFICE OF  
SECRETARY OF STATE

April 1, 2020

Executive Order 2020-18

**EXECUTIVE ORDER IN RESPONSE TO COVID-19**  
**(COVID-19 EXECUTIVE ORDER NO. 16)**

WHEREAS, Coronavirus 2019 (COVID-19) is a novel severe acute respiratory illness that can spread among people through respiratory transmissions and present with symptoms similar to those of influenza; and,

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic; and,

WHEREAS, despite efforts to contain COVID-19, the World Health Organization (WHO) and the federal Centers for Disease Control and Prevention (CDC) have declared that it is expected to spread; and,

WHEREAS, certain populations are at higher risk of experiencing more severe illness as a result of COVID-19, including older adults and people who have serious chronic medical conditions such as heart disease, diabetes, or lung disease; and,

WHEREAS, in a short period of time, COVID-19 has rapidly spread throughout Illinois, necessitating updated and more stringent guidance from federal, state, and local public health officials; and,

WHEREAS, social distancing, which requires maintaining at least a six-foot distance between people, is a paramount strategy for minimizing the spread of COVID-19 in our communities; and,

WHEREAS, current testing availability has identified further spread of confirmed cases throughout the State of Illinois, and it is expected that increased testing capacity would demonstrate that COVID-19 is circulating in communities across Illinois that currently have not identified a confirmed case; and,

WHEREAS, the number of suspected COVID-19 cases in Illinois is increasing exponentially and across more locations in Illinois, indicating that drastic social distancing measures are needed, even in communities where confirmed cases have not yet been identified, to reduce the number of people who become sick at any given time and the possibility of exhausting our health care resources; and,

WHEREAS, I, JB Pritzker, Governor of Illinois, declared all counties in the State of Illinois as a disaster area on March 9, 2020 (the First Gubernatorial Disaster Proclamation) in response to the outbreak of COVID-19; and,

WHEREAS, I again declared all counties in the State of Illinois as a disaster area on April 1, 2020 (the Second Gubernatorial Disaster Proclamation, and, together with the First Gubernatorial Disaster Proclamation, the Gubernatorial Disaster Proclamations) in response to the exponential spread of COVID-19; and,

WHEREAS, for the preservation of public health and safety throughout the entire State of Illinois, and to ensure that our healthcare delivery system is capable of serving those who are sick, I find it necessary to take additional measures consistent with public health guidance to slow and stop the spread of COVID-19; and,

WHEREAS, I find it necessary to continue and extend the Executive Orders issued to date in response to the outbreak of COVID-19, Executive Orders 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08, 2020-09, 2020-10, 2020-11, 2020-12, 2020-13, 2020-14, 2020-15, 2020-16, and 2020-17, and hereby incorporate the WHEREAS clauses of those Executive Orders;

THEREFORE, by the powers vested in me as the Governor of the State of Illinois, pursuant to Sections 7(1), 7(2), 7(3), 7(8), 7(9), and 7(12) of the Illinois Emergency Management Agency Act, 20 ILCS 3305, and consistent with the powers in public health laws, I hereby order the following:

**Part 1: Continuing and Extending Prior Executive Orders.**

Executive Orders 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08, 2020-09, 2020-10, 2020-11, 2020-12, 2020-13, 2020-14, 2020-15, 2020-16, and 2020-17 hereby are continued and extended by this Executive Order 2020-18 as follows:

**Executive Order 2020-04 (Closure of James R. Thompson Center; Waiver of Sick Leave Requirement for State Employees):**

Section 1. Beginning March 16, 2020, the James R. Thompson Center located at 100 W. Randolph Street, Chicago, Illinois, is closed for the duration of the Gubernatorial Disaster Proclamations to members of the public, except as necessary for the conduct of state business, to obtain services from a state agency or constitutional office, or to operate a business located in the James R. Thompson Center. This closure does not affect public access to businesses located on the ground floor in the James R. Thompson Center through exterior entrances, except as otherwise specified in this Order.

Section 2. Beginning March 13, 2020, the two-year continuous service requirement for state employees to receive advancement of sick leave pursuant to Title 80, Section 303.110 of the Illinois Administrative Code Personnel Rules, is suspended during the duration of the Gubernatorial Disaster Proclamations.

**Executive Orders 2020-05 and 2020-06 (School Closures):**

Executive Orders 2020-05 and 2020-06 are continued and extended in their entirety for the duration of the Gubernatorial Disaster Proclamations, which currently extends through April 30, 2020.

**Executive Order 2020-07 (Suspension of on-premises consumption at restaurants and bars; Unemployment insurance; Open Meetings Act):**

Section 1. Beginning March 16, 2020 at 9 p.m. through April 30, 2020, all businesses in the State of Illinois that offer food or beverages for on-premises consumption—including restaurants, bars, grocery stores, and food halls—must suspend service for and may not permit on-premises consumption. Such businesses are permitted and encouraged to serve food and beverages so that they may be consumed off-premises, as currently permitted by law, through means such as in-house delivery, third-party delivery, drive-through, and curbside pick-up. In addition, customers may enter the premises to purchase food or beverages for carry-out. However, establishments offering food or beverages for carry-out, including food trucks, must ensure that they have an environment where patrons maintain adequate social distancing. Businesses located in airports, hospitals, and dining halls in colleges and universities are exempt from the requirements of this Executive Order. Hotel restaurants may continue to provide room service and carry-out. Catering services may continue.

Section 2. Pursuant to Sections 7(2) and 7(3) of the Illinois Emergency Management Act, the Illinois State Police, the Illinois Department of Public Health, the State Fire

Marshal, and the Illinois Liquor Control Commission are directed to cooperate with one another and to use available resources to enforce the provisions of this Executive Order with respect to entities under their jurisdiction under Illinois law.

Section 3. Nothing in this Executive Order shall amend or supersede the authority of the Illinois Department of Public Health pursuant to Section 2310-15 of the Department of Public Health Powers and Duties Law, 20 ILCS 2310/2310-15.

Section 4. During the duration of the Gubernatorial Disaster Proclamations, the provision of the Unemployment Insurance Act, 820 ILCS 405/500(D), requiring a one-week waiting period for unemployment insurance claims is suspended for claimants who are unemployed and who are otherwise eligible for unemployment insurance benefits.

Section 5. During the duration of the Gubernatorial Disaster Proclamations, the provisions of the Open Meetings Act, 5 ILCS 120, requiring or relating to in-person attendance by members of a public body are suspended. Specifically, (1) the requirement in 5 ILCS 120/2.01 that “members of a public body must be physically present” is suspended; and (2) the conditions in 5 ILCS 120/7 limiting when remote participation is permitted are suspended. Public bodies are encouraged to postpone consideration of public business where possible. When a meeting is necessary, public bodies are encouraged to provide video, audio, and/or telephonic access to meetings to ensure members of the public may monitor the meeting, and to update their websites and social media feeds to keep the public fully apprised of any modifications to their meeting schedules or the format of their meetings due to COVID-19, as well their activities relating to COVID-19.

**Executive Order 2020-08 (Secretary of State Operations):**

Executive Order 2020-08 is continued and extended in its entirety for the duration of the Gubernatorial Disaster Proclamations, which currently extends through **April 30, 2020**.

**Executive Order 2020-09 (Telehealth):**

Executive Order 2020-09 is continued and extended in its entirety for the duration of the Gubernatorial Disaster Proclamations, which currently extends through **April 30, 2020**.

**Executive Order 2020-10 (Stay at Home; Social distancing; Evictions ceased):**

Executive Order 2020-10 is continued and extended in its entirety for the duration of the Gubernatorial Disaster Proclamations, which currently extends through **April 30, 2020**.

**Executive Order 2020-11 (Revisions to Executive Orders 2020-05 and 2020-10; Department of Corrections notification period):**

Executive Order 2020-11 is continued and extended in its entirety for the duration of the Gubernatorial Disaster Proclamations, which currently extends through **April 30, 2020**.

**Executive Order 2020-12 (Health care worker background checks; Department of Juvenile Justice notification period; Coal Mining Act):**

Executive Order 2020-12 is continued and extended in its entirety for the duration of the Gubernatorial Disaster Proclamations, which currently extends through **April 30, 2020**.

**Executive Order 2020-13 (Suspending Department of Corrections admissions from county jails):**

Executive Order 2020-13 is continued and extended in its entirety for the duration of the Gubernatorial Disaster Proclamations, which currently extends through **April 30, 2020**.

**Executive Order 2020-14 (Notary and witness guidelines):**

Executive Order 2020-14 is continued and extended in its entirety for the duration of the Gubernatorial Disaster Proclamations, which currently extends through **April 30, 2020**.

Executive Order 2020-14, Section 2, Paragraphs (h) and (i) hereby are amended and revised as follows:

- h. The signatory must transmit by overnight mail, fax, or electronic means a legible copy of the entire signed document directly to the witness no later than the day after the document is signed;
- i. The witness must sign the transmitted copy of the document as a witness and transmit the signed copy of the document back via overnight mail, fax, or electronic means to the signatory within 24 hours of receipt; and

**Executive Order 2020-15 (Suspending provisions of the Illinois School Code):**

Executive Order 2020-15 is continued and extended in its entirety for the duration of the Gubernatorial Disaster Proclamations, which currently extends through **April 30, 2020**.

**Executive Order 2020-16 (Repossession of vehicles; suspension of classroom training requirement for security services):**

Executive Order 2020-16 is continued and extended in its entirety for the duration of the Gubernatorial Disaster Proclamations, which currently extends through **April 30, 2020**.

**Executive Orders 2020-03 and 2020-17 (Cannabis deadlines and applications):**

Section 1. The application submission deadlines in the Cannabis Regulation and Tax Act and implementing regulations for submitting applications by March 16, 2020, which previously were suspended pursuant to Executive Order 2020-03 and extended through March 30, 2020, and extended through Executive Order 2020-17 to April 7, 2020, hereby are suspended as follows:

- a. The March 16, 2020, deadline for submission of craft grower license applications pursuant to Title 8, Section 1300.300(b) of the Illinois Administrative Code, which was extended through Executive Order 2020-03 to March 30, 2020, and extended through Executive Order 2020-17 to April 7, 2020, is extended to **April 30, 2020**; and
- b. The March 16, 2020, deadline for submission of infuser license applications pursuant to Section 35-5(b) of the Cannabis Regulation and Tax Act, 410 ILCS 705/35-5(b) and Title 8, Section 1300.400(b) of the Illinois Administrative Code, which was extended through Executive Order 2020-03 to March 30, 2020, and extended through Executive Order 2020-17 to April 7, 2020, is extended to **April 30, 2020**; and
- c. The March 16, 2020, deadline for submission of transporter license applications pursuant to Section 40-5(b) of the cannabis Regulation and Tax Act, 40 ILCS 705/40-5(b) and Title 8, Section 1300.510(b)(1)(A) of the Illinois Administrative Code, which was extended through Executive Order 2020-03 to March 30, 2020, and extended through Executive Order 2020-17 to April 7, 2020, is extended to **April 30, 2020**.

Section 2. Any statutory or regulatory requirement to accept such applications in-person is suspended and the Department of Agriculture is directed to cease accepting in-person applications beginning 5 p.m. Central Time March 12, 2020.

Section 3. The Illinois Department of Agriculture is further directed to accept all craft grower, infuser, and transporter license applications post-marked on or before April 30, 2020, via certified US Mail at:

Illinois Department of Agriculture  
c/o Bureau of Medicinal Plants  
P.O. Box 19281  
Springfield, IL 62794-9281 USA

**Part 2: Savings Clause.** If any provision of this Executive Order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Executive Order are declared to be severable.



JB Pritzker, Governor

Issued by the Governor April 1, 2020  
Filed by the Secretary of State April 1, 2020

**FILED**  
INDEX DEPARTMENT  
APR 01 2020  
IN THE OFFICE OF  
SECRETARY OF STATE

**ORDINANCE NUMBER \_\_**

**AN ORDINANCE AMENDING THE APPROVAL DATE AND THE EFFECTIVE DATE OF ORDINANCE NO. CO-2020-04 FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.**

**WHEREAS**, the Village of Broadview, Cook County, Illinois operates its public water supply system (“the System”) and in accordance with the provisions of Section 11-139 of the Illinois Municipal Code (the “Municipal Code”), 65 ILCS 5/11-139, and the Local Government Debt Reform Act, 30 ILCS 350/1 (collectively, “the Act”), 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 advisable, necessary and in the best interests of public health, safety and welfare to improve the System by making various water main improvements together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by consulting engineers of the Village; and

**WHEREAS**, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$6,088,985.00, and there are insufficient funds on hand and lawfully available to pay these costs; and

**WHEREAS**, in light of the above, the Village passed Ordinance No. CO-2020-04 on February 18, 2020 authorizing the Village to borrow funds from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency (the “Initial Ordinance”), a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the Initial Ordinance contained certain publication requirements, which now require certain amendments or updates; and

**WHEREAS**, in order to comply with all requirements related to publication as provided for by Section 11-139-6 of the Illinois Municipal Code (65 ILCS 5/11-139-6), the effective date and passage date of this ordinance must be amended to reflect approval and effectiveness on May 4, 2020 (the “Approval Date and the Effective Date”), with publication of the required notice (the “Notice”), a copy of which is attached hereto as Exhibit B, to follow within ten (10) days after passage of this ordinance; and

**WHEREAS**, all other covenants in the Initial Ordinance are ratified and reaffirmed;

**NOW THEREFORE**, be it ordained by the Corporate Authorities of the Village of Broadview, Cook County, 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 the Approval Date and Effective Date in the Initial Ordinance 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 ORDINANCE NO. CO-2020-04 AND AUTHORIZATION;  
PUBLICATION OF NOTICE**

**Section 10. Amendment to Ordinance No. CO-2020-04 and Authorization.**

That the Approval Date and the Effective Date of Ordinance No. CO-2020-04 is hereby amended to reflect the passage date of this Ordinance, which shall be considered by the Corporate Authorities on May 4, 2020. The Village Board hereby ratifies any and all previous actions taken to effectuate the intent of this Ordinance. 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 Ordinance. 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 Ordinance. 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 Ordinance 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 Ordinance.

**Section 10.01 Authorization and Direction to Publish.**

In compliance with Section 11-139-6 of the Illinois Municipal Code (65 ILCS 5/11-139-6), the Corporate Authorities hereby authorize and direct the Village Clerk to publish the Notice with a copy of this Ordinance and the Initial Ordinance within ten (10) days of passage of this Ordinance. The Village Clerk shall take all steps to ensure that the Notice is published in a newspaper of general circulation in the Village, namely the Village Free Press.

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the Village Board of the Village of Broadview, Cook County, Illinois on this 4<sup>th</sup> day of May 2020, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Miller				
Senior				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
<b>TOTAL</b>				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS 4<sup>th</sup> DAY OF MAY 2020.**

**APPROVED,**

\_\_\_\_\_  
**VILLAGE PRESIDENT**

**ATTEST:** \_\_\_\_\_  
**Village Clerk**

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

**EXHIBIT A**

**(COPY OF ORDINANCE NO. CO-2020-4)**

OLD A

Passed 2-18-20

ORDINANCE NUMBER C0-2020-4

**AN ORDINANCE AUTHORIZING THE VILLAGE OF BROADVIEW, COOK COUNTY, ILLINOIS TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM.**

**WHEREAS**, the Village of Broadview, Cook County, Illinois operates its public water supply system (“the System”) and in accordance with the provisions of Section 11-139 of the Illinois Municipal Code (the “Municipal Code”), 65 ILCS 5/11-139, and the Local Government Debt Reform Act, 30 ILCS 350/1 (collectively, “the Act”), 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 advisable, necessary and in the best interests of public health, safety and welfare to improve the System, including the following:

**water main improvements**

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by consulting engineers of the Village; which Project has a useful life of 80 years; and

**WHEREAS**, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$6,088,985.00, and there are insufficient funds on hand and lawfully available to pay these costs; and

**WHEREAS**, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the loan; and

**WHEREAS**, the principal and interest payment shall be payable semi-annually, and the

loan shall mature in 20 years, which is within the period of useful life of the Project; and

**WHEREAS**, the costs are expected to be paid for with a loan to the Village from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from the Village of Broadview Water Fund, and the loan is authorized to be accepted at this time pursuant to the Act; and

**WHEREAS**, in accordance with the provisions of the Act, the Village is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$6,088,985.00 to provide funds to pay the costs of the Project; and

**WHEREAS**, the loan to the Village shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the Village and the Illinois Environmental Protection Agency;

**NOW THEREFORE**, be it ordained by the Corporate Authorities of the Village of Broadview, Cook County, Illinois, as follows:

#### **SECTION 1. INCORPORATION OF PREAMBLES**

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference. ,

#### **SECTION 2. DETERMINATION TO BORROW FUNDS**

It is necessary and in the best interests of the Village to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provision of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et. seq.*; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the Village in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed

\$6,088,985.00.

### **SECTION 3. PUBLICATION**

This Ordinance, together with a Notice in the statutory form (attached hereto as Exhibit A), shall be published once within ten days after passage in the Village Free Press, a newspaper published and of general circulation in the Village, and if no petition, signed by electors numbering 10% or more of the registered voters in the Village (i.e., six hundred and seven (607)) asking that the question of improving the System as provided in this Ordinance and entering into the Loan Agreement therefore be submitted to the electors of the Village, is filed with the Village Clerk within 30 days after the date of publication of this Ordinance and notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the Village Clerk to any individual requesting one.

### **SECTION 4. ADDITIONAL ORDINANCES**

If no petition meeting the requirements of the Act and other applicable laws is filed during the 30-day petition period, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the Village of Broadview Water Fund, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the Village may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference, or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

#### **SECTION 5. LOAN NOT INDEBTEDNESS OF VILLAGE**

Repayment of the loan to the Illinois Environmental Protection Agency by the Village pursuant to this Ordinance is to be solely from the revenue derived from the Village of Broadview Water Fund, and the loan does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation.

#### **SECTION 6. APPLICATION FOR LOAN**

The Village President is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662.

#### **SECTION 7. ACCEPTANCE OF LOAN AGREEMENT**

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

## **SECTION 8. OUTSTANDING BONDS**

The Village has no outstanding bonds that are payable from revenues of the system.

## **SECTION 9. AUTHORIZATION OF VILLAGE PRESIDENT TO EXECUTE LOAN AGREEMENT**

The VILLAGE PRESIDENT is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency and to retain other professionals as necessary to effectuate the transaction contemplated by this Ordinance. The Corporate Authorities may authorize by resolution a person other than the VILLAGE PRESIDENT for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

## **SECTION 10. SEVERABILITY**

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

## **SECTION 11. REPEALER**

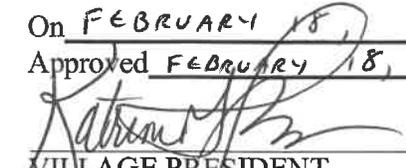
All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

PASSED by the Corporate Authorities Approved

On FEBRUARY 18, 2020.

Approved FEBRUARY 18, 2020.

  
VILLAGE PRESIDENT

Village of Broadview  
Cook County, Illinois

AYES: 4 ABRAHAM SENIOR TIERNEY THOMPSON

NAYS: 0

ABSENT: 3 MILLER JONES HORNIG

PUBLISHED in the Village Free Press on \_\_\_\_\_, 2020.

RECORDED in the Village Records on FEBRUARY 19, 2020.

ATTEST:

  
Village Clerk

Village of Broadview  
Cook County, Illinois



Exhibit A

**NOTICE OF INTENT TO BORROW FUNDS  
AND RIGHT TO FILE PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to Ordinance Number <sup>CO-2020-</sup>~~4-~~, adopted on 2-18, 2020, the Village of Broadview, Cook County, Illinois (the "Village"), intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$6,088,985.00 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvement to the public water supply system of the Village. A complete copy of the Ordinance accompanies this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by six hundred and seven (607) or more electors of the Village (being equal to 10% of the registered voters in the Village), requesting that the question of improving the public water supply system and entering into the Loan Agreement is submitted to the Village Clerk within 30 days after the publication of this Notice, the question of improving the public water supply system of the Village as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the Village at the next election to be held under general election law on November 3, 2020. A petition form is available from the office of the Village Clerk.

Kevin McQuinn  
Village Clerk  
Village of Broadview  
Cook County, Illinois



**CERTIFICATION**

I, KEVIN MCGRIE, do hereby certify that I am the duly elected, qualified and acting Clerk of the Village of Broadview. I do further certify that the above and foregoing, identified as Ordinance Number <sup>CO-2020-</sup>4, is a true, complete and correct copy of an ordinance otherwise identified as AN ORDINANCE authorizing the Village of Broadview, Cook County, Illinois to borrow funds from the Public Water Supply Loan Program, passed by the Board of Trustees of the Village of Broadview on the 18 day of FEBRUARY, 2020, and approved by the President of the Village of Broadview on the same said date, the original of which is part of the books and records within my control as Clerk of the Village of Broadview.

Dated this 19 day of FEBRUARY, 2020.

## NO REFERENDUM CERTIFICATE

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 officer I am the keeper of the books, records, files and journal of proceedings of the Village and of the Village President and Board of Trustees of the Village.

I do further certify that Ordinance Number CO-2020<sup>4</sup>, being the Ordinance entitled: AN ORDINANCE authorizing the Village of Broadview, Cook County, Illinois to borrow funds from the Public Water Supply Loan Program (the "Ordinance") was presented to and passed by the Village President and Board of Trustees of the Village at its legally convened meeting held on the 18th day of February, 2020 and signed by the Village President on said day.

I do further certify that the Ordinance was duly and properly published in the Village Free Press, a newspaper published and of general circulation within the Village, on the \_\_\_\_ day of \_\_\_\_\_, 2020, being a date within ten days from the date of passage of the Ordinance.

I do further certify that publication of the Ordinance was accompanied by a separate publication of notice of (1) the specific number of voters required to sign the petition requesting the question of constructing improvements to the public water supply system as provided in the Ordinance; (2) the time in which such petition must have been filed; and (3) the date of the prospective referendum.

I do further certify that I did make available and provide to any individual so requesting a petition form, which petition form provided for submission to the electors of the Village of the question as set forth therein. Such petition forms were available from me continuously from \_\_\_\_\_, 2020, up to and including \_\_\_\_\_, 2020.

I do further certify that no Petition has been filed in my office within \_\_\_\_ days after publication of the Ordinance or as of the time of the signing hereof as provided by statute asking that the question of improving the public water supply system as provided in the Ordinance and the Loan Agreement therefore be submitted to the electors of the Village.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the corporate seal of the Village of Broadview, Cook County, Illinois, this \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Village Clerk  
Village of Broadview  
Cook County, Illinois (SEAL)

**EXHIBIT B**

**NOTICE OF INTENT TO BORROW FUNDS  
AND RIGHT TO FILE PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to Ordinance Number \_\_\_\_\_, adopted on **MAY 4, 2020**, the Village of Broadview, Cook County, Illinois (the “Village”), intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$6,088,985.00 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvement to the public water supply system of the Village. A complete copy of the Ordinance and all exhibits thereto accompany this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by five hundred seventy three (573) or more electors of the Village (being equal to 10% of the registered voters in the Village on the date registration closed before the regular election next preceding the last day on which such petition may be filed in accordance with the general election law), requesting that the question of improving the public water supply system and entering into the Loan Agreement is submitted to the Village Clerk within 30 days after the publication of this Notice, the question of improving the public water supply system of the Village as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the Village at the next election to be held under general election law on November 3, 2020. A petition form is available from the office of the Village Clerk.

\_\_\_\_\_  
Village Clerk  
Village of Broadview  
Cook County, Illinois

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE VILLAGE OF BROADVIEW, COOK COUNTY, ILLINOIS, APPROVING A PURCHASE AND SALE AGREEMENT FOR CERTAIN VILLAGE-OWNED PROPERTY BETWEEN THE VILLAGE OF BROADVIEW AND COMMERCIAL FORCE LLC**

\* \* \* \* \*

**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**, Commercial Force LLC (the “*Purchaser*”), bid to purchase certain Village-owned property generally located at 2301-2305 Roosevelt Road in the Village of Broadview, Illinois (the “*Property*”) in accordance with applicable law; and

**WHEREAS**, a pre-condition of Purchaser’s acquisition of the Property was the parties’ negotiating and agreeing to terms of the sale; and

**WHEREAS**, the parties now desire to enter into a purchase and sale agreement for Purchaser’s acquisition of the Property, a copy of which is attached hereto and made a part hereof, as Exhibit A (the “*Agreement*”); and

**WHEREAS**, the Property is in a TIF District, and is therefore subject to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the “*Act*”); and

**WHEREAS**, the Village has completed all necessary acts sufficient to satisfy the requirements for the sale of Village-owned property under the Act, including those requirements listed in 65 ILCS 5/11-74.4-4(c), and all other applicable provisions of the Illinois Municipal Code; and

**WHEREAS**, the President and Board of Trustees of the Village of Broadview, Cook County, Illinois (the “*Corporate Authorities*”) find it is necessary to achieve the objectives of the redevelopment plan of the TIF District and is in the best interests of the Village to enter into the Agreement.

**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 convey the Property pursuant to the terms of the Agreement, and to approve and authorize execution of the Agreement.

**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 Agreement and the Village's conveyance of the Property 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 Ordinance. The Village Board authorizes and directs the President or her designee to execute the applicable Agreement. 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 Ordinance. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. 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 Ordinance. 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 Ordinance 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 Ordinance.

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

*[Left intentionally blank]*

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

Illinois on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Miller				
Senior				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
<b>TOTAL</b>				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.**

**APPROVED,**

\_\_\_\_\_  
**VILLAGE PRESIDENT**

**ATTEST:** \_\_\_\_\_  
**Village Clerk**

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

**Exhibit A**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) dated as of April \_\_, 2020 (the “**Effective Date**”) by and between THE VILLAGE OF BROADVIEW, an Illinois municipal corporation (“**Seller**” or “**Village**”), and COMMERCIAL FORCE LLC, an Illinois limited liability company (“**Purchaser**”).

### WITNESSETH:

WHEREAS, Seller owns the Property (as defined below); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property under the terms of this Agreement;

WHEREAS, as a non-home rule unit of local government the Seller has the authority to promote the health, safety and welfare of the Village and its residents, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals; and

WHEREAS, Purchaser intends to purchase the I/O property commonly known as: 2301-2305 Roosevelt Rd, Broadview, IL; and

WHEREAS, the Corporate Authorities have determined that the sale of the subject property would provide a direct benefit to the Village and its residents; and

WHEREAS, the Seller is authorized to enter into this Agreement and take all actions contemplated by it pursuant to the authority provided to the Seller.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### ARTICLE 1 Incorporation of Recitals

1.1 Incorporation. The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1. The Parties acknowledge the accuracy and validity of such statements, representations, covenants and recitations.

### ARTICLE 2 Purchase and Sale of the Property

2.1 Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller will sell and Purchaser will purchase the following:

2.1.1 Property. The property commonly known as 2301-2305 Roosevelt Rd located in the Village of Broadview, Cook County, Illinois, and as legally described on Exhibit A (the “**Property**”) together with Seller’s interest in the rights, easements and appurtenances pertaining to the Property.

2.2 Purchase Price. The purchase price (“**Purchase Price**”) for the Property shall be THREE HUNDRED TWENTY THOUSAND AND NO/100THS DOLLARS (\$320,000.00) payable by wire transfer of immediately available funds at the Closing, against which the Earnest Money (as defined below) and any net credit or proration will be debited or credited accordingly.

2.2.1 Earnest Money. Within two (2) business days of the Effective Date, Purchaser will deposit TEN THOUSAND NO/100THS DOLLARS (\$10,000.00) (together with all interest earned, the “**Earnest Money**”) in an escrow with First American Title Insurance Company (the “**Escrow Agent**”). Seller and Purchaser agree that the Aggregate Earnest Money (as defined below) shall be applied towards payment of the Purchase Price. The Escrow Agent shall handle the Aggregate Earnest Money (or such portion thereof as applicable) strictly in accordance with Article 7 of this Agreement. If the Closing shall fail to occur and this Agreement is terminated by any reason of a breach or default of Seller under this Agreement, the Aggregate Earnest Money (or such portion thereof as applicable) and all interest thereon shall be immediately refunded to Purchaser in accordance with Section 5.2 hereof, unless Purchaser elects to seek specific performance as provided in Section 5.2. In the event that this Agreement is terminated due to Purchaser’s default, then the Aggregate Earnest Money (or such portion thereof as applicable) shall be paid to Seller as set forth in Section 5.1. In all other events, the Aggregate Earnest Money and all interest earned thereon shall be non-refundable to Purchaser, shall be applied to the Purchase Price at Closing or, if Purchaser defaults in its obligation to close as required herein, shall be paid to Seller as liquidated damages in accordance with Section 5.1 hereof.

2.2.2 Closing Balance. On or before 1:00 p.m. Central Time on the Closing Date (as defined in Section 2.8 below), Purchaser shall deposit with the Escrow Agent, in immediately available funds, the amount necessary to pay the balance of the Purchase Price, plus any other charges or sums payable by Purchaser hereunder.

2.3 Seller’s Title. At Closing (as defined below), Seller shall transfer to Purchaser (or its designee pursuant to Section 9.1 below) good, marketable and insurable title to the Property, free and clear of all liens, encumbrances, executions, judgments, and other defects, matters or things of any kind or nature, other than those matters set forth on Exhibit B as well as those matters waived or deemed waived under Section 2.5.3 (the “**Permitted Exceptions**”). At Seller’s cost and expense (excluding any additional costs and expenses resulting from the procurement of extended coverage or any additional endorsements), title to the Property shall be insured by the issuance by the Title Company (as defined below) of its standard ALTA Owner’s Policy of Title Insurance in the full amount of the Purchase Price in favor of the Purchaser insuring that fee simple title to the Property, together with all appurtenant easements contemplated herein, is vested in the Purchaser subject to the Permitted Exceptions (the “**Title Policy**”). The issuance of the Title Policy (exclusive of any additional

coverage or endorsements that Purchaser may wish to pursue with the Title Company) shall be a condition to Purchaser's obligation to close the transactions contemplated hereby.

2.3.1 Waiver. Except for any express representations, covenants and indemnities provided in the Deed or any other agreements that the parties agree will survive closing, this Agreement or the documents delivered by the Seller at Closing, (i) the Seller's obligations with respect to the condition of title to the Property at the Closing Date shall be completely satisfied and fulfilled upon the issuance of the Title Policy to the Purchaser, (ii) all matters concerning title to the Property shall merge in the deed to be delivered by the Seller to the Purchaser at the Closing, and (iii) in the event of any defect in or other matter adversely affecting title to the Property which appears following the Closing, Purchaser shall look solely to the Title Policy to obtain any redress or relief for any damages incurred by Purchaser as a result of such defect or matter and Purchaser hereby releases Seller from any and all cost, damage, claim or liability arising out of any such defect or matter. This agreement of Purchaser shall survive the Closing and the delivery and recordation of the Deed. Notwithstanding the foregoing, Seller agrees to take all commercially reasonable actions, as requested by Purchaser, to further effectuate the purposes set forth herein, whether prior to or after the Closing.

2.4 Title Commitment. Within five (5) days of the Effective Date, Seller, at its cost and expense, shall order (a) a current, effective ALTA owner's title insurance commitment ("**Title Commitment**") issued by First American Title Insurance Company (the "**Title Company**"), in the amount of the Purchase Price of the Property with Purchaser as the proposed insured, and accompanied by complete and legible copies of all Schedule B recorded documents (to the extent available from the Title Company) referred to in the Title Commitment. The Title Commitment shall state the tax parcel number(s) relating to the Property as then shown on the County Assessor's records and whether or not other property is included within such number(s). Seller shall provide the Purchaser with a copy of the Title Commitment or any updates thereto within two (2) business days of receipt.

## 2.5 Title Objections: Cure of Title Objection.

2.5.1 Purchaser may deliver to Seller written notice (the "**Objection Notice**") objecting to title ("**Title Objections**") before the date that is five (5) days following Purchaser's receipt of the Title Commitment for matters disclosed by the Title Commitment.

2.5.2 On or before the fifth (5th) day after Seller's receipt of an Objection Notice, Seller must notify Purchaser in writing whether Seller will cure any or all Title Objections. Seller's failure to provide such a notice shall be deemed a declination to cure all Title Objections. If Seller elects to cure any or all Title Objections, Seller shall use its best efforts and due diligence to have each Title Objection released, satisfied or insured over (together with costs of defense) by the Title Company. If (i) Seller fails to have each such Title Objection that it has elected to release, satisfy or insure over, as applicable, either removed, satisfied or insured over (if applicable) to Purchaser's satisfaction at or before Closing, or (ii) if Seller elects not to cure all of the Title Objections, then, within five (5) days after Purchaser receives notice of Seller's election, Purchaser may elect, by giving written notice to Seller, to either:

a. accept conveyance of the Property subject to the Title Objections which Seller is unwilling to cure, and without reduction of the Purchase Price; or

b. terminate this Agreement and, upon delivery of such notice, this Agreement will terminate, the Earnest Money must be returned to Purchaser, and neither Purchaser nor Seller shall have any further rights, obligations or liabilities hereunder unless specifically provided for in this Agreement.

Purchaser's failure to provide written notice to Seller of such election will be deemed an election by Purchaser to accept conveyance of the Property as provided under clause (a) above. Notwithstanding anything in this Section 2.5.2 to the contrary, Seller shall be obligated at Closing to discharge, at Seller's expense, any mortgage lien against the Property, as well as any other monetary encumbrance or judgment against the Property, voluntarily incurred by Seller after the expiration of the Title Review Period (the "**Required Cure Items**").

2.5.3 All title and survey matters shown on the Title Commitment and the Survey not objected to by Purchaser in an Objection Notice shall be deemed waived and further deemed to be Permitted Exceptions.

2.6 Right of Inspection. Purchaser may, at Purchaser's expense, enter the Property at any commercially reasonable time and make all due diligence investigations, studies, tests and samplings which Purchaser desires (the "**Inspections**"), including, without limitation, geological, environmental, engineering, ground water and soil tests. Purchaser may access and inspect, and Seller shall make available at its offices to Purchaser, all files, books and records maintained by Seller or its agents, wherever located, relating to the Property, including, but not limited to, bills, invoices, correspondence, surveys, plats and specifications, licenses and warranties, and any other items reasonably requested by Purchaser. Seller will make available to Purchaser, promptly upon request from Purchaser, all of the following, to the extent such items exist or are or in the possession or control of Seller: real property tax bills affecting the Property and any related appraisals for the previous two (2) years and the current year, the most recent utility bills for Property, all municipal approvals relating to the Property, environmental and geotechnical reports concerning the Property, governmental permits or approvals, copies of any written notices of violations of law or assessments levied against the Property, and soil and engineering reports relating to the Property (collectively, the "**Property Information**"). Seller expressly disclaims any representation or warranty with respect to the accuracy or completeness of any such items so furnished or made available to Purchaser. Purchaser shall not conduct any invasive or destructive inspections of the Property, including without limitation, drilling or boring, without the prior written consent of Seller, which shall not be unreasonably withheld or denied. Purchaser shall keep the Property free and clear of any and all liens resulting from any such entry onto the Property and Purchaser shall maintain or will cause its contractors or consultants to maintain comprehensive public liability and property damage insurance with a limit of \$2,000,000.00 for each incident and a \$2,000,000.00 policy limit for aggregate operations on an occurrence basis. Prior to entering upon the Property, Purchaser shall provide Seller with evidence, reasonably satisfactory to Seller, of such insurance, which such insurance shall name Seller as an additional insured thereunder. Purchaser will indemnify, defend

and hold Seller, its agents, employees, contractors and representatives harmless from any and all losses, claims, demands, liabilities, fees, damages, costs and expenses, arising out of or resulting from the entry of Purchaser or any of its agents, employees, contractors or representatives onto the Property. If the Closing does not occur, Purchaser shall promptly repair, at Purchaser's sole cost and expense, the Property with respect to any damage caused by such inspections and restore the Property to substantially the same condition that existed prior to such test or inspection. Purchaser's obligations to so defend, hold harmless and indemnify the Seller, its agents, employees, contractors and representatives and to so repair the Property shall survive the Closing Date and delivery and recordation of the Deed, and/or termination of this Agreement.

## 2.7 Right of Termination.

2.7.1 Inspection Period. The obligation of Purchaser to purchase the Property is subject to the condition that Purchaser, in its commercially reasonable discretion, shall have approved the Property for purchase, including, but not limited to, soil tests, engineering reports, environmental reports, zoning and the feasibility of Purchaser's contemplated use of the Property (the "**Inspection Contingency**"). This Inspection Contingency shall be satisfied or waived by Purchaser, or this Agreement terminated by Purchaser, no later than the end of the Inspection Period. The "Inspection Period" is that period beginning on the Execution Date and ending at 5:00 p.m. Central Time on the thirtieth (30<sup>th</sup>) day after such date (the "**Inspection Period**"). Purchaser may at any time on or before the expiration of the Inspection Period, do one of the following: (i) send notice of acceptance to the Seller (the "**Inspection Waiver**"); or (ii) terminate this Agreement by sending written notice to Seller (the "**Inspection Termination Notice**"). If Purchaser fails to timely send an Inspection Waiver or Inspection Termination Notice by the expiration of the Inspection Period, Purchaser shall be deemed (a "**Deemed Issuance**") to have irrevocably sent an Inspection Waiver. Upon issuance of the Inspection Termination Notice contemplated herein, the Earnest Money will be returned to Purchaser, and Seller and Purchaser shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If Purchaser delivers an Inspection Waiver, or a Deemed Issuance occurs, Purchaser shall have no further right to terminate the Agreement pursuant to this Section 2.7.1, and the Earnest Money shall become nonrefundable, and Purchaser shall promptly deposit with the Escrow Agent an additional TEN THOUSAND AND NO/100THS DOLLARS (\$10,000.00) (the "**Second Tranche Earnest Money**"). The Earnest Money and the Second Tranche Earnest Money shall collectively be known as the "**Aggregate Earnest Money**").

2.8 Time and Place of Closing. Notwithstanding anything contained in this Agreement to the contrary, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall be accomplished through an escrow with the Escrow Agent at 10:00 a.m. (local time) on the date that is the earlier of the following: (i) ten (10) business days after the satisfaction or waiver of the conditions set forth in Section 2.14, or (ii) such earlier date as Purchaser and Seller mutually agree upon (the "**Closing Date**").

2.9 Seller's Closing Obligations. At Closing, Seller shall deliver the following documents:

2.9.1 Deed. A duly executed warranty deed in the form attached as Exhibit D (the “**Deed**”) conveying to Purchaser (or its designee pursuant to Section 12.1 below) fee title in the Property;

2.9.2 Evidence of Authority. Such evidence as Purchaser’s counsel and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

2.9.3 FIRPTA. An affidavit duly executed by Seller stating that Seller is not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;

2.9.4 Title Insurance Policy. The Title Policy in form and content pursuant to the terms of Article 2 in the full amount of the Purchaser Price issued by the Title Company;

2.9.5 ALTA and GAP Statement. An ALTA Statement and a GAP Statement, each in duplicate;

2.9.6 Settlement Statement. An executed counterpart settlement statement (the “**Settlement Statement**”) setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement;

2.9.7 Possession. Deliver to Purchaser possession of the Property;

2.9.8 Transfer Declaration. Seller shall execute and deliver any required transfer declarations, water certifications, and other documents required by law to be executed and/or delivered and/or obtained in connection with the transfer of the Property (collectively, the “**Transfer Declarations**”);

2.9.9 Date Down Purchaser Representation and Warranties. Deliver to Purchaser a certificate certifying the accuracy of Seller’s representations and warranties as of the Closing Date; and

2.9.10 Other Items. Deliver such additional documents as shall be reasonably requested by Purchaser or the Title Company or required to consummate the transactions contemplated by this Agreement; however, that in no event shall Seller be required to undertake any other material liability not expressly contemplated in this Agreement that is not customarily undertaken by Seller’s in like transactions, unless Seller elects to do so in its sole discretion.

2.10 Purchaser’s Closing Obligations. At Closing, Purchaser (or its designee pursuant to Section 9.1) shall deliver the following documents:

2.10.1 Purchase Price. The full amount of the Purchase Price, as adjusted by prorations and credits, in immediately available federal funds wire transferred to Escrow Agent’s bank account;

2.10.2 Evidence of Authority. Such evidence as Seller's counsel and/or Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser;

2.10.3 ALTA Statement. An ALTA Statement and a GAP Statement, each in duplicate;

2.10.4 Settlement Statement. Join Seller in the execution of the Settlement Statement;

2.10.5 Transfer Declarations. Join Seller in the execution and delivery of Transfer Declarations to the extent required by applicable law;

2.10.6 Datedown Purchaser Representation and Warranties. Deliver to Seller a certificate certifying the accuracy of Purchaser's representations and warranties of the Closing Date; and

2.10.7 Other Items. Deliver such additional documents as shall be reasonably requested by the Seller or Title Company that are required to consummate the transaction contemplated by this Agreement, provided, however, that in no event shall Purchaser be required to undertake any other material liability not expressly contemplated in this Agreement that is not customarily undertaken by Purchaser's in like transactions, unless Purchaser elects to do so in its sole discretion.

2.11 New York Style Closing. The transaction shall be closed by means of a so-called New York Style Closing, with the concurrent delivery of the documents of title, transfer of interests, delivery of the Title Policy and the payment of the Purchase Price. Seller and Purchaser shall each pay 50% of the charges of the Title Company for such New York Style Closing.

2.12 Credits and Prorations. All income and expenses, if any, in connection with the operation of the Property shall be apportioned, as of 11:59 p.m. on the day prior to the Closing Date (accordingly, the day of Closing being a day of income and expense to Purchaser). Prorated or credited items shall include, without limitation, the following:

2.12.1 Taxes. Seller represents and warrants that the Property is currently tax exempt. To the extent applicable, general, special, ad valorem, personal property, and other property taxes and assessments, if any, imposed by any governmental authority and any association assessments, fees and dues (collectively, the "Taxes") accrued prior to the Closing Date will be prorated, and if requested by either party, a commercially reasonable "re-proration" agreement will be signed at closing. To the extent any Taxes have accrued prior to the Closing Date, Purchaser and Seller will prorate Taxes for such calendar years based on the most recent tax bills and a post-closing "true-up" shall take place once all tax bills for such applicable calendar years are received.

2.12.2 Expenses. No expense related to the ownership or operation of the Property shall be charged to or paid or assumed by Purchaser that is allocable to any period before the Closing. This Section 2.12.2 shall survive closing.

2.13 Closing Costs. Seller shall pay all charges customarily attributable to sellers including, without limitation, all title charges and premiums for the basic title policy, all state, county transfer taxes, if any, one-half of all escrow and New York Style Closing costs. Purchaser shall pay all charges customarily attributable to purchasers including, without limitation, title premium charges for endorsements requested by Purchaser (including extended coverage), all recording fees and one-half of all escrow and New York Style Closing costs. The parties shall each be solely responsible for the fees and disbursements of their respective counsel and other professional advisers.

2.14 Conditions to Closing.

2.14.1 Purchaser's Conditions. Purchaser's obligation to purchase the Property is conditioned upon and subject to the occurrence of or the waiver (by Purchaser in its sole discretion) of the following prior to Closing:

- a. Seller must have delivered or caused to be delivered all items required to be delivered under this Agreement;
- b. All representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects as of the Closing Date.
- c. Seller must have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by the Seller as of the Closing Date.
- d. All other conditions precedent to Purchaser's obligation to purchase the Property which are set forth in this Agreement shall have been satisfied or waived on or before the Closing Date.

2.14.2 Seller's Conditions. Seller's obligation to sell the Property is conditioned upon and subject to the occurrence of or the waiver (by Seller in its sole discretion) of the following prior to Closing:

- a. Purchaser must have delivered all items required to be delivered under this Agreement;
- b. All representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing Date.
- c. Purchaser must have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by the Purchaser as of the Closing Date.
- d. All other conditions precedent to Seller's obligation to sell the Property which are set forth in this Agreement shall have been satisfied on or before the Closing Date.

2.15 Representations and Warranties of Seller. Seller represents and warrants the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

2.15.1 Authority. Seller is duly organized and validly exists under the laws of the State of Illinois. Seller has the right and authority to enter into this Agreement and to transfer the Property pursuant to this Agreement. The person signing this Agreement is authorized to do so. This Agreement has been duly authorized, executed and delivered by Seller, is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms. Seller has obtained all consents and permissions required under any covenant, agreement, encumbrance, law or regulation which bind Seller or the Property.

2.15.2 Pending Actions. No action, suit, administrative or judicial proceeding, or unsatisfied order or judgment (each, a “**Pending Action**”) is pending or, to the best of Seller’s knowledge, threatened which may adversely affect Seller’s ability to perform under this Agreement or which otherwise affects the Property.

2.15.3 Consents. No consents are required for the conveyance, assignment or transfer of the Property.

2.15.4 Leases Etc. There are no leases, agreements, liens, litigation, charges, matters or undertakings affecting the Property not reflected on the Title Commitment.

2.15.5 Condemnation. No condemnation proceedings are pending against Seller or the Property nor, to Seller’s knowledge, are any such proceedings threatened.

2.15.6 Environmental Matters. To the best of Seller’s knowledge and to the extent such materials are in the possession and control of Seller, Seller has made available to Purchaser at Seller’s offices every environmental report, study, or other notice of, or correspondence relating to, any violation of any Environmental Laws, or otherwise with respect to any Hazardous Materials, received by Seller with respect to the Property. Seller expressly disclaims any representation or warranty with respect to the accuracy or completeness of any environmental report so identified, furnished or made available to Purchaser.

2.15.7 Legal Compliance. Seller has not received any written notice that, nor, to the best of Seller’s knowledge, is aware that, the Property is in violation of any zoning, building, fire, health, environmental or other law, statute, ordinance, regulation or order of any governmental or public authority applicable to the Property or any private covenants or restrictions encumbering the Property that remains uncured.

2.15.8 Contracts: Property Information. There are no contracts or agreements affecting the Property other than the Permitted Exceptions. Seller is not in default under any of the Permitted Exceptions.

2.15.9 Taxes and Assessments. To the extent the following are in the possession of Seller, true and complete copies of the most recent real estate tax bills for the Property have been delivered to Purchaser. Except for the Permitted Exceptions, Seller does

not have any knowledge of any pending or threatened liens, special assessments, or impositions against the Property by any governmental or public authority.

2.15.10 For the purposes of the foregoing representations and warranties, “knowledge” of Seller shall refer to and mean actual knowledge of Katrina Thompson, the Village President of the Village of Broadview, as of the date hereof and as of the Closing without any obligation imposed on Seller or such individual to make any inquiry, inspection or investigation; and “notice” shall mean and refer to actual written notice received by Seller prior to the date hereof and prior to the Closing.

2.16 Seller's Disclaimer With Respect to Physical Condition of the Property and Applicable Laws and Regulations; Purchaser to Take the Property “As Is”; Purchaser's Release Re: Environmental Hazard Risks.

2.16.1 Physical Condition of the Property. Except for the express representations herein, Seller makes no representation or warranty to Purchaser whatsoever with respect to the physical condition of the Property. Purchaser acknowledges that:

a. Purchaser has entered into this Agreement and if Purchaser purchases the Property hereunder, Purchaser will do so on the basis of its own investigation of the physical condition of the Property, including any improvements and the soils and ground water conditions of the Property and its immediate environs; and

b. Purchaser will acquire the Property in an “AS IS, WHERE IS” physical condition and basis “WITH ALL FAULTS” and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.

2.16.2 Compliance with Law. Except for the express representations herein, Seller makes no representation or warranty whatsoever as to existing non-Village or non-zoning governmental laws or regulations applicable to the Property, including without limitation laws or regulations concerning Hazardous Materials. Subject to the express representations herein, Purchaser acknowledges that it has entered into this Agreement and if Purchaser purchases the Property hereunder, Purchaser will do so on the basis of its own review and investigation of the applicability and effect of such laws and regulations, and Purchaser assumes the risks that adverse matters may not have been revealed by its investigation. The term “**Hazardous Materials**” includes petroleum (including crude oil or any fraction thereof) and any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Laws, in any case at levels or concentrations requiring monitoring, reporting, remediation or removal in accordance with Environmental Laws. The term “**Environmental Laws**” includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations as of the date of this Agreement applicable to the Property, and all applicable state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate hazardous or toxic substances and materials.

2.16.3 Waiver. Effective as of the Closing Date, except for claims arising out of any express representation, covenant or indemnity surviving this Agreement, Purchaser hereby waives, releases, acquits and forever discharges Seller and its officers, directors, partners, employees, agents, attorneys, and any other person acting on behalf of Seller, from and against any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseeable or unforeseeable, which Purchaser now has or which may arise in the future on account of or in any way growing out of or connected with the presence in or on the Property, or under the surface of the Property, of underground storage tanks, asbestos-containing materials, transformers or other equipment containing polychlorinated biphenyls, or any Hazardous Materials, except for those known, as limited by Section 2.15.10, to Seller as of the Date hereof or as of Closing. The foregoing covenant of Purchaser shall survive and be enforceable in accordance with its terms following the consummation of this transaction and shall not be merged with or into the Deed delivered by Seller to Purchaser at the Closing Date. Purchaser acknowledges and agrees that Purchaser is acquiring the Property in its physically "As Is, Where Is" condition and basis "With All Faults" and solely in reliance on Purchaser's own physical inspection; and that other than as expressly set forth in this Agreement, neither Seller nor any agents, representatives or employees of Seller (together "Agents") have made any representations or warranties, express or implied, verbal or written, with respect to any aspect of the Property (including without limitation the physical and environmental condition of the Property and the subsurface conditions of the soil and water) or its fitness for any particular use. Purchaser further acknowledges that Purchaser has investigated and is aware of all governmental requirements and other matters of a similar nature affecting the use and condition of the Property and the physical condition of the Property (including, but not limited to subsurface soil and water conditions), and agrees to purchase the Property, subject to the provisions contained herein, in the condition that it is in on the Closing Date.

2.17 Survival of Seller's Representations and Warranties. The representations and warranties of Seller set forth in Section 2.15 and Section 2.16 shall survive Closing and will be true in all material respects as of the Closing Date.

2.18 Seller's Covenants. In addition to other covenants, Seller covenants with Purchaser, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

2.18.1 Operation of the Property. Seller shall maintain the Property in a manner materially consistent with the manner in which Seller has maintained the Property prior to the Effective Date.

2.18.2 Provide Copies of Notices. Seller shall furnish Purchaser with a copy of all notices received by Seller from any governmental authority or other party of any violation of any law, statute, ordinance, regulation or order of any governmental or public authority relating to the Property within two (2) business days following Seller's receipt thereof and in no event later than two (2) business days prior to the Closing Date.

2.18.3 Execution of New Contracts. Seller shall not, without Purchaser's prior written consent in each instance, amend or terminate any of the Permitted Exceptions or enter

into any lease, contract or agreement that will be an obligation affecting the Property or binding on Purchaser after the Closing.

2.18.4 Maintenance of Permits. To the extent any exist, Seller shall maintain in existence all licenses, permits and approvals that are now in existence with respect to, and are required for, the ownership, operation or improvement of the Property, and are of a continuing nature.

2.18.5 Cooperation. Throughout the term hereof, provided Purchaser is diligently pursuing the same, Seller shall cooperate fully with Purchaser to obtain all approvals and Permits necessary for the development and construction of the Project, including, without limitation, all approvals and permits sought by the Tenants.

2.18.6 Condemnation. Seller shall not initiate any action to take all or any portion of the Property by eminent domain proceedings.

2.18.7 Liens and Encumbrances. Seller shall not cause any lien or any other encumbrance to be recorded against the Property after the expiration of the Inspection Period.

2.19 Purchaser's Representations and Warranties. Purchaser represents and warrants the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

2.19.1 Purchaser's Authority. Purchaser is duly organized and validly exists as a limited liability company under the laws of the State of Illinois. Purchaser has the right and authority to enter into this Agreement. The person signing this Agreement is authorized to do so. This Agreement has been duly authorized, executed and delivered by Purchaser, is a valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms. Purchaser has obtained all consents and permissions required in connection with this Agreement under any covenant, agreement, encumbrance, law or regulation by which Purchaser is bound. Purchaser shall provide prior to or at Closing a true, complete and certified copy of the Purchaser's authorizing resolutions to the Title Company.

2.19.2 Pending Actions. No Pending Action is pending or threatened which may adversely affect Purchaser's ability to perform under this Agreement.

2.19.3 Taxes. The Purchaser has not failed to file any applicable income or other tax returns or to pay any income or other taxes when due which failure would have a material adverse effect on the Purchaser's ability to perform and satisfy its obligations and duties under this Agreement, including the development and construction of the Property Project. There is no controversy or objection pending, or to the knowledge of the Purchaser, threatened in respect of any tax return of the Purchaser which would have a material adverse effect on the Purchaser's ability to perform and satisfy its obligations under this Agreement.

2.19.4 Conflict of Interest. The Purchaser represents and warrants that, to the best of its knowledge, no member, official, or employee of the Seller, or of any commission or committee exercising authority over the Project, the Redevelopment Project Area or the Redevelopment Plan, or any consultant hired by the Seller or the Purchaser with respect

thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Purchaser's business, the Project or any other property in the Redevelopment Area.

2.19.5 Other Disclosures. The information furnished to the Seller by Purchaser in connection with the matters covered in this Agreement are true and correct, or are the result of good faith estimates where applicable, and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in light of the circumstances under which it is made, not misleading.

2.19.6 Compliance. As of the date of this Agreement and as of the Closing Date, Purchaser represents and warrants as follows:

a. Purchaser's funds are derived from legitimate business activities.

b. Purchaser is not a person with whom Seller is prohibited from engaging in this transaction due to any United States government embargos, sanctions, or terrorism or money laundering laws, including, without limitation, due to Purchaser or any party that has ownership in or control over Purchaser being (1) subject to United States government embargos or sanctions, (2) in violation of terrorism or money laundering laws, or (3) listed on a published United States government list (e.g., Specially Designated Nationals and Blocked Persons List) maintained by the Office of Foreign Assets Control or other lists of similar import.

2.20 Survival of Purchaser's Representations and Warranties. The representations and warranties of Purchaser set forth in Section 2.19 shall survive Closing and will be true in all material respects until the first anniversary of the Closing Date.

### **ARTICLE 3 OMITTED**

### **ARTICLE 4 OMITTED**

### **ARTICLE 5 Default and Remedies**

5.1 Purchaser's Default. In the event Purchaser shall fail to comply with any of its obligations to be performed by Purchaser hereunder on or prior to the Closing Date, after a thirty (30) day cure period after notice from Seller which includes a reasonably detailed identification of such failure, the Aggregate Earnest Money (or the applicable portion thereof then on deposit with the Escrow Agent) and all interest earned thereon shall be paid to Seller as liquidated damages in lieu of all other remedies available to Seller

and this Agreement shall become null and void with neither party having any further rights or liabilities hereunder, except as provided for in this Agreement. Seller and Purchaser acknowledge and agree that (i) it would be extremely difficult to accurately determine the amount of damages suffered by Seller as a result of Purchaser's default hereunder; (ii) the Aggregate Earnest Money (or the applicable portion thereof then on deposit with the Escrow Agent) and all interest earned thereon is a fair and reasonable amount to be retained by Seller as agreed and liquidated damages for Purchaser's default under this Agreement; and (iii) retention by Seller of such amounts upon Purchaser's default hereunder shall not constitute a penalty or forfeiture.

5.2 Seller's Default. If the sale of the Property as contemplated by this Agreement does not occur because of Seller's default under this Agreement, after a thirty (30) day cure period after notice from Purchaser which includes a reasonably detailed identification of such failure, Purchaser's sole remedy and relief for any such default of Seller shall be either of the following: (i) terminate this Agreement by written notice to Seller and, upon such termination, receive and retain the Aggregate Earnest Money (or any applicable portion thereof then on deposit with the Escrow Agent) and all interest earned thereon, or (ii) pursue an action for the specific performance of Seller's obligations hereunder.

## **ARTICLE 6**

### **Risk of Loss**

6.1 Condemnation. If, between the Effective Date and the Closing Date, a governmental authority initiates action to take all or any portion of the Property by eminent domain proceedings, Purchaser may either (a) terminate this Agreement without further liability to Seller, upon which the Escrow Agent shall return the Aggregate Earnest Money (or the applicable portion thereof then on deposit with the Escrow Agent) to Purchaser and neither party shall have any obligation to the other under this Agreement, except as expressly provided for under this Agreement; or (b) continue to Closing without a reduction in Purchase Price. In the event that Purchaser elects (b) above, the award of the condemning authority shall be assigned to Purchaser at the Closing.

6.2 Casualty. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If, between the Effective Date and the Closing Date, the Property suffers Material Damage, Seller shall promptly, and in any event prior to the Closing, notify Purchaser. Purchaser may elect, by written notice delivered to Seller within fifteen (15) business days after receipt of such notice, to either (a) terminate this Agreement without further liability to Purchaser upon which Escrow Agent shall return the Aggregate Earnest Money (or the applicable portion thereof then on deposit with the Escrow Agent) and interest earned thereon to Purchaser, and neither party shall have any further obligation to the other hereunder except as may be expressly provided in this Agreement, or (b) continue to Closing without reduction in the Purchase Price. The Closing Date shall be extended as necessary to permit Purchaser the full fifteen (15) business days. "**Material Damage**" means damage which may cause, in Purchaser's reasonable judgment, Purchaser to expend additional funds to prepare the Property for

development in accordance with the Preliminary the Property Site Plans. If Purchaser does not terminate this Agreement in the case of Material Damage, Seller shall assign to Purchaser at the Closing its right to recover under any insurance policies covering such damage (if any) and shall pay Purchaser at the Closing the amount of the deductible or other self-insured retention, if any. If between the Effective Date and the Closing Date, the Property suffers damage which is not Material Damage, Seller shall assign to Purchaser all insurance proceeds payable on account of such damage, and pay to Purchaser at Closing the amount of any deductible or uninsured loss under such insurance policy.

## **ARTICLE 7**

### **Escrow Agent**

7.1 Investment of Earnest Money. Escrow Agent will invest the Aggregate Earnest Money pursuant to Seller's reasonable directions in an interest bearing account at a commercial bank whose deposits are insured by the Federal Deposit Insurance Corporation. Escrow Agent shall notify Purchaser and Seller, no later than one (1) business day after Escrow Agent's receipt thereof, that Escrow Agent has received the Aggregate Earnest Money (or any portion thereof) in immediately available funds, and is holding the same in accordance with the terms of this Agreement. Escrow Agent shall invest the Aggregate Earnest Money only in such accounts as will allow Escrow Agent to disburse the Aggregate Earnest Money upon no more than one (1) business day's notice.

7.2 Payment at Closing. If the Closing takes place under this Agreement, Escrow Agent will deliver the Aggregate Earnest Money to, or upon the instructions of, Seller on the Closing Date as part of the Purchase Price.

7.3 Payment on Demand. Upon receipt of any written certification not jointly signed by Seller and Purchaser claiming the Aggregate Earnest Money or portion thereof pursuant to the provisions of this Agreement, Escrow Agent will promptly forward a copy thereof to the other such party (i.e., Purchaser or Seller, whichever did not claim the Aggregate Earnest Money or portion thereof pursuant to such notice) and, unless such other party within ten (10) days thereafter notifies Escrow Agent of any objection to such requested disbursement of the Aggregate Earnest Money or portion thereof, Escrow Agent will disburse the Aggregate Earnest Money to the party demanding the same and shall thereupon be released and discharged from any further duty or obligation hereunder.

7.4 Exculpation of Escrow Agent. It is agreed that the duties of Escrow Agent are herein specifically provided and are purely ministerial in nature, and that Escrow Agent will incur no liability whatsoever except for its willful misconduct or negligence, so long as Escrow Agent is acting in good faith. Seller and Purchaser do each hereby release Escrow Agent from any liability for any error of judgment or for any act done or omitted to be done by Escrow Agent in the good faith performance of its duties hereunder and do each hereby indemnify Escrow Agent against, and agree to hold, save, and defend Escrow Agent harmless from, any costs, liabilities, and expenses incurred by Escrow Agent in serving as Escrow Agent hereunder and in faithfully discharging its duties and obligations hereunder.

7.5 Interest. All interest and other income earned on the Aggregate Earnest Money deposited with Escrow Agent hereunder shall be reported for income tax purposes as earnings of Purchaser.

**ARTICLE 8  
OMITTED**

**ARTICLE 9  
Miscellaneous**

9.1 Assignment. The agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representative. Notwithstanding any provision in this Agreement, Purchaser may not assign its rights under this Agreement without first obtaining Seller's written approval, which may be withheld in its sole discretion.

9.2 Brokers. Seller hereby represents and warrants to Purchaser that Seller has not dealt with any broker or finder in respect to the transaction contemplated hereby. Purchaser hereby represents and warrants to Seller that Purchaser has not dealt with any broker or finder in respect to the transaction contemplated hereby. This indemnification shall survive the termination of this Agreement.

9.3 Notices. Any notice required under this Agreement shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by email or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, confirmed email transmission, deposit with such overnight courier for next business day delivery, or three (3) business days after deposit in the United States mail. The parties' respective addresses for notice purposes are as follows:

If to Purchaser:

With a copy to:

If to Village: Village of Broadview  
2350 S. 25<sup>th</sup> Ave.  
Broadview, IL 60155  
Attention: Mayor Katrina Thompson

Phone: 708-681-3600

With a copy to: Montana & Welch, LLC  
11950 S. Harlem Avenue, Suite 102  
Palos Heights, Illinois 60463  
Attention: Matthew M. Welch  
Email: [mwelch@montanawelch.com](mailto:mwelch@montanawelch.com)  
Phone: 708-448-7005

9.4 General Provisions. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

9.5 Governing Law. This Agreement is governed by the laws of the State of Illinois.

9.6 Jurisdiction, Venue and Forum. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.

9.7 Waiver. No waiver by any party of any breach of any provision of this Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of such provision itself, or a waiver of any right, power or remedy under this Agreement.

9.8 Entire Agreement. This writing contains the entire agreement of the parties and may not be amended except in writing, signed by both Seller and Purchaser. There are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied or by operation of law, between the Parties or other than as herein set forth or as specifically referred to herein.

9.9 Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

9.10 Calculation of Time Periods. In computing any period of time described in this Agreement, the day of the act of event after which the designated period of time begins to run is not to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next business day.

9.11 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended to limit or define the text of any section or subsection.

9.12 Exhibits and Schedules. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

<u>Exhibit A</u>	Property Legal Description
<u>Exhibit B</u>	Permitted Exceptions
<u>Exhibit C</u>	Deed

9.13 Entire Agreement. This Agreement, including Exhibits and Schedules, contain the entire agreement between the parties pertaining to the subject matter hereof and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

9.14 Termination of Agreement. If either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted under this Agreement, such termination will operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations that expressly survive the termination of this Agreement.

9.15 Time of Essence. Time is of the essence with respect to this Agreement.

9.16 Severability. If any provision of this Agreement shall be in violation of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any provision shall not invalidate or render unenforceable any other provision hereof, which other provisions shall remain in full force and effect.

9.17 Further Assurances. Seller and Purchaser shall do such further acts and execute and deliver such further agreements and assurances as the other party may reasonably require to give full effect and meaning to this Agreement.

9.18 Confidentiality. This Agreement is being executed with the understanding that Seller and Purchaser, and their affiliates and agents, if any, shall treat all information herein or subsequently disclosed in connection with this Agreement as confidential, except as required by law, and neither party shall disclose any terms or conditions of the transaction contemplated by this Agreement prior to Closing without the express written consent of the other; provided, however, that notwithstanding anything herein to the contrary, it is understood and agreed that either party may disclose the terms of this Agreement to its elected officials, constituents, attorneys, potential or actual partners and/or lenders, consultants or advisors or as required by law or stock exchange rules. Purchaser may disclose and discuss any matters or information pertaining to this Agreement or the Property or any portions of the Inspections (a) to the extent as may be required by law, (b) to or with Purchaser's officers, directors, employees, agents, attorneys, accountants and consultants, and with potential or actual partners, investors, purchasers and/or lenders who shall also agree to maintain confidentiality, and (c) to any local, municipal or other governmental bodies, or any officials, employees, agents, attorneys, or consultants thereof, or any other persons to the extent reasonably required for Purchaser to obtain all unconditioned governmental approvals necessary to construct

the Project. The provisions of this Section 9.18 shall survive any termination of this Agreement.

9.19 Representatives Not Personally Liable. No elected or appointed official or agent of the Seller shall be personally liable to the Purchaser in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

*[Signatures begin on the following page]*

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

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 February, 2020, before me, personally appeared Katrina Thompson, personally known, who being by me duly sworn did say that he 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:



**Exhibit A**

**Legal Description**

TO BE ADDED

**Exhibit B**

**Permitted Exceptions**

1. Taxes for the year 2019 and subsequent years which are not yet due and payable.
2. Those matters deemed Permitted Exceptions pursuant to Section 2.5.3 of the Agreement.

**Exhibit D**

**Deed**

This Instrument Prepared By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon Recordation Mail To:

\_\_\_\_\_

**SPECIAL WARRANTY DEED**

THIS INDENTURE made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the VILLAGE OF BROADVIEW, an Illinois municipal corporation, whose address is 2350 S. 25<sup>th</sup> Avenue, Broadview, IL 60155 (the "Grantor"), and Commercial Force LLC, a limited liability company, whose address is 706 S 4th Ave, Maywood, Illinois 60153 (the "Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, and to its successors and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois, as described on Exhibit A attached hereto and made a part hereof (the "Property").

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either at law or in equity, of, in and to the Property, with the hereditaments and appurtenances. TO HAVE AND TO HOLD the Property, with the appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the Property hereby granted are, or may be, in any manner alienated or encumbered or charged in any way whatsoever, except for and subject to those matters described on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions"); and that Grantor, for itself, its successors and assigns, does hereby covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Property against all and every person or persons claiming the whole or any part thereof of interest therein, by, through or under the Grantor, subject to the Permitted Exceptions.

THIS IS NOT HOMESTEAD PROPERTY.

Permanent Real Estate Index Numbers: \_\_\_\_\_  
Address of real estate: 2301-2305 Roosevelt Rd., Broadview, Illinois 60155

**IN WITNESS WHEREOF**, the Grantor has caused its name to be signed to these presents the day and year first above written.

**VILLAGE OF BROADVIEW,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Katrina Thompson  
Village President

Attest: \_\_\_\_\_  
Kevin McGrier  
Village Clerk

**EXHIBIT A**  
**to Special Warranty Deed**

**LEGAL DESCRIPTION OF LAND**

TO BE ADDED

STATE OF ILLINOIS        )  
                                          ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Katrina Thompson, personally known to me to be the Village President of the Village of Broadview and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Village President he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

Commission expires \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
Notary Public

SEND SUBSEQUENT TAX BILLS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**  
**to**  
**Special Warranty Deed**

**PERMITTED EXCEPTIONS**

1. Taxes for the year 2019 and subsequent years which are not yet due and payable.
2. Those matters deemed Permitted Exceptions pursuant to Section 2.5.3 of the Agreement.

