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:

	YES	**NO**	**ABSENT**	**PRESENT**
Miller				
Senior				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS _____ DAY OF _____ 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 (30th) 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. 25th 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
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:

Exhibit A	Property Legal Description
Exhibit B	Permitted Exceptions
Exhibit C	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]

Exhibit A

Legal Description

TO BE ADDED

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:

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

COMMERCIAL FORCE LLC

An Illinois limited liability company

Sterling Brown

Authorized Agent

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of _____, 2020, before me, personally appeared Sterling Brown, personally known, who being by me duly sworn did say that he is the Authorized Agent of COMMERCIAL FORCE LLC, an Illinois limited liability company, that said instrument was signed on behalf of said limited liability corporation, and acknowledged said instrument to be the free act and deed of said limited liability 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 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. 25th 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 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.

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

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.

Village of Broadview
2350 South 25th Avenue
Broadview, Illinois 60155

RECEIVED
APR 07 2020

Date 4/7/20

Received of Commercial Force LLC

Address 704 S. 4th ave Maywood IL 60155

Name:

Ten thousand dollars Dollars

For Purchase 2301-2305 Roosevelt Rd

$ 10,000.00 Per DSU

NORTHERN TRUST
Oakbrook Terrace Office
One Oakbrook Terrace
Oakbrook Terrace, IL 60181

VOID VOID VOID VOID

389168
April 07, 2020

Remitter: Commercial Force LLC

$10,000.00 *

Pay to the order of: Village of Broadview

Ten thousand Dollars and 00/100 **********

Cashier's Check

The Northern Trust Company
Chicago, Illinois

heat sensitive ink

⑈389168⑈ ⑆071000152⑆ 3013777⑇

RESOLUTION NO. _____

A RESOLUTION MOURNING THE PASSING OF CHARLES LEE GLENN FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are saddened by the death of Charles Lee Glenn ("Mr. Glenn"); and

WHEREAS, Mr. Glenn was born to the late Gazzie David and Willie Maude Harvey Glenn of Glenville, AL on May 1, 1945. He is preceded in death by his parents, and siblings—Callie Fort, Albert Glenn, William "Papi", Carrie, Gazzie Jr, Eddie C., and Willie James; and

WHEREAS, Mr. Glenn received Christ at an early age at Mt. Olive Baptist Church, in Glenville, AL, and he was a proud graduate of Glenville High School, who very much looked forward to his faithful attendance at the biennial class reunion festivities; and

WHEREAS, Mr. Glenn was drafted to serve in the U.S. Army in 1966, where he served our country in the Vietnam War, until his honorable discharge; and

WHEREAS, following his service in the U.S. Army, Mr. Glenn relocated to Chicago, IL, where he worked several jobs before retiring in 2011 from his career as a truck driver; and

WHEREAS, while in Chicago, Mr. Glenn met and married Alice, who remained committed and faithful to him until his last breath. To this union, a daughter was born—Vernessa "Missy"; and

WHEREAS, Mr. Glenn was a kind, gentle, caring, loving and supportive husband, father, uncle, grandfather, and friend. Others could count on him to be present and supportive of everyone. He attended all of the sporting events, graduations, and birthday parties for his family and friends. He never met a stranger and made friends everywhere he frequented—the bank, stores, school, everywhere. Mr. Glenn was especially proud of his role as "Hapi" to his granddaughters; and

WHEREAS, after a very good fight, Mr. Glenn gained his heavenly wings on April 17, 2020; and

WHEREAS, Mr. Glenn leaves to cherish his memories a loving wife of several decades, Alice; a loving daughter, Vernessa (Richard) Glover, three granddaughters--Kennedy, Kai, and Kori; Sisters Mary (Edgar) Jackson and Dorothy "Pat" Glenn; Mother-in-law, Ernestine Love; Sisters-in-law Elaine Glenn, Johnnie Mae Glenn, Malethia Rozier, Yvette Love; Brothers-in-law, Medger (Onya) Love, and H. Delondon (Priscilla) Love; special nieces, Shirley Leonard and Nanetta Stigler, and a host of nieces, nephews and cousins. In addition to this family, Mr. Glenn was loved by so many; and with that, he also leaves many, many friends to cherish his memories

WHEREAS, based on the foregoing the Corporate Authorities have determined that it is necessary and appropriate to mourn the passing of Charles Lee Glenn and extend their sincere condolences to his family, friends, and all who knew and loved him;

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

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

Section 2. Authorization. The Corporate Authorities hereby mourn the passing of Charles Lee Glenn and extend their sincerest condolences to his family, friends, and all who knew and loved him. The Village's officials and staff are hereby directed to take such action as is necessary to carry out the intent of the Resolution.

Section 3. Effective Date. The Resolution shall be effective and in full force immediately upon passage and approval.

RESOLVED, by the Village Board of the Village of Broadview, Cook County, Illinois on the 18th day of May 2020, pursuant to a roll call vote, as follows:

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THE 18TH DAY OF MAY 2020.

Ayes: _____

Nays:_____

Abstain:_____

Absent: _____ **APPROVED,**

_____

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

Recorded in the Municipal Records:
Published in Pamphlet Form:

HANCOCK ENGINEERING
100 Years of Excellence
Civil Engineers ◆ Municipal Consultants ◆ Established 1911

MEMO

Date: May 5, 2020

To: Village of Broadview

Attn: Mayor Thompson and Board of Trustees

cc: Mr. Matt Ames, Director of Public Works

From: Chris Baker

Re: Braga Drive Construction Stage II
Agreements

Background

The Village has received grant funding to pay for approximately 80% of the cost of construction and construction engineering for the Braga Drive Improvements. The project was broken down into two separate stages due to the overall cost and constraints on the federal funding being provided. Stage I was recently completed and included the reconstruction of Braga Drive from 25th Avenue to Parkes Drive (16th Street) and Parkes Drive (16th Street) from Braga Drive to 21st Avenue.

Stage II includes the reconstruction of 21st Avenue from Parkes Drive to 19th Street and 19th Street from 21st Avenue to 17th Avenue. This project is currently on the IDOT state letting with a bid opening date of June 12, 2020.

IDOT will administer the construction contract and be responsible for processing payments to the contractor. IDOT will then invoice the Village for their proportionate share of construction costs. The Village will be responsible for administering the Construction Engineering Contract with Hancock Engineering. Once the Village pays Hancock Engineering, they will then invoice IDOT for their proportionate share of the construction engineering costs.

Enclosed with the memorandum are the following items for approval by the Village Board:

1. Joint Agreement between IDOT and the Village of Broadview (BLR 05310). This Agreement establishes the funding share for each entity. The Agreement was created by IDOT and is the standard agreement that must be used for federall funded projects administerted by IDOT.

2. Construction Engineering Agreeemnt (BLR 05610) between Hancock Engineering and the Village of Broadview for providing construction engineering services for the project. As we stated, the Village will be responsible for paying the Hancock Engineering invoices and once payment is received, we will process a request to IDOT for reimibuirsement of 80% of the cost of the invoice.

3. "Resolution approving the Local Public Agency Agreement and for the Appropriation of Village Funds for the Purpose of Paying for the Local Agency Share of Costs". The Village's estimated share of costis $2,012,480.00. The Village will be utilizing MFT and water funds to pay for its share of construction costs.

<u>Action</u>

The attached Joint Agreement, Construction Engineering Agreement and Resolution need to be approved at the May 18th Board meeting to avoid delaying of the award of the contract and the commencement of construction which is critical to complete the project in the time allotted.

If you should have any questions, please contact our office.

RESOLUTION NUMBER _____

RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION TO BE ENTERED INTO BY THE VILLAGE OF BROADVIEW AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") AND FOR THE APPROPRIATION OF VILLAGE FUNDS FOR THE PURPOSE OF PAYING FOR THE LOCAL AGENCY SHARE RELATED TO THE CONSTRUCTION OF THE ROADWAY IMPROVEMENTS ON 21ST AVENUE AND 19TH STREET UNDER IDOT PROJECT NUMBER LTLC (578), STATE JOB NO. C-91-384-19, MFT SECTION NO. 16-00080-01-PV

WHEREAS, the President and Board of Trustees of the Village of Broadview, Illinois, a municipal corporation, desire to participate in the Illinois Department of Transportation's ("IDOT") Surface Transportation Program ("STP Program") for the purpose of funding the roadway improvements to 21st Avenue and 19th Street in accordance with the terms set forth in the Local Public Agency Agreement for Federal Participation (the "LPA Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the improvements to be constructed under the LPA Agreement (Exhibit "A") consist of the reconstruction of 21st Avenue and 19th Street within the Village's corporate boundaries (the "Project"); and

WHEREAS, the State of Illinois, through IDOT, has agreed to participate and provide the funding for the actual construction and construction engineering costs associated with the Project through the STP Program at a level of 80% of the actual construction and construction engineering costs, but not to exceed an amount equal to $2,347,150, in accordance with the terms set forth in the attached LPA Agreement (Exhibit "A"); and

WHEREAS, the President and Board of Trustees of the Village of Broadview agree to budget, appropriate and authorize the expenditure of an amount equal to $2,012,480.00 or as much as may be needed to match federal funds from the Village's Motor Fuel Tax Funds, or general corporate funds, to pay the Village's portion of all related construction costs for the Project improvements under IDOT Project Number LTLC (578), State Job No. C-91-384-19, MFT Section No. 16-00080-01-PV; and

WHEREAS, the President and Board of Trustees of the Village of Broadview have the authority to approve and enter into the attached LPA Agreement (Exhibit "A") and to appropriate and authorize the expenditure of its Motor Fuel Tax Funds, or general corporate funds, for the Project and finds that entering into the LPA Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BROADVIEW, ILLINOIS, AS FOLLOWS:

SECTION 1: Each paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village Broadview approve of the LPA Agreement for Federal Participation to be entered into with IDOT, a copy of which

is attached hereto as Exhibit "A" and made a part hereof. The President and Board of Trustees also agree to budget, appropriate and authorize the expenditure of an amount equal to $2,012,480.00, from the Village's Motor Fuel Tax Fund, or general corporate funds, to pay the Village's portion of all related construction costs for the Project improvements under Illinois Department of Transportation Project Number LTLC (578), State Job No. C-91-384-19, MFT Section No. 16-00080-01- PV. Further, the President and Board of Trustees authorize and direct the Village President and Clerk, or their designees, to execute the LPA Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the LPA Agreement.

ADOPTED this ___ day of _____, 2020, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED this __ day of _____, 2020 by the Village President of the Village of Broadview, and attested by the Village Clerk on the same day.

_____
VILLAGE PRESIDENT

ATTEST

_____
VILLAGE CLERK

EXHIBIT "A"

Local Public Agency Agreement for Federal Participation Entered Into Between the Village of Broadview and the Illinois Department of Transportation {IDOT}

(attached)

Illinois Department of Transportation

Local Public Agency Agreement for Federal Participation

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Broadview	Cook	16-00080-01-PV

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	04-17-0003

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☒ Local Administered Engineering ☐ Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-384-19	LTLC(578)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
21st Avenue	MUN 2030A	0.20	0.00	0.20

Location Termini: 16th Street(Parkes Drive) to 19th Street

Current Jurisdiction	Existing Structure Number(s)
Village of Broadview	N/A

Add Location Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
19th Street	MUN 0004	0.27	0.00	0.27

Location Termini: 21st Avenue to 17th Avenue

Current Jurisdiction	Existing Structure Number(s)
Village of Broadview	N/A

Add Location Remove

PROJECT DESCRIPTION

The work involves the reconstruction of the roadway with new PCC Pavement, curb and gutter, driveways, sidewalks,roadway lighting, traffic signal modification, installation of a bicycle lane and other appurtenant work thereto.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share BALANCE divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the **LPA**/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that it's officials:
    a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antirust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

    b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
    c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report my be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
26. (Single Audit Requirements) That if the **LPA** expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/
28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

    NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any

approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
   a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
   b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	X	1.	Location Map
	X	2.	Division of Cost
-	X	3.	LPA Appropriation Resolution
-	X	4.	Maintenance
-	X	5.	GATA Reporting

Add Row

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Katrina Thompson

Title of Official

Village President

Signature | Date

The above signature certifies the agency's Tin number is

366005086 conducting business as a Governmental Entity.

Duns Number 094731908

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary | Date

By:

Director of Planning & Programming | Date

Director of Planning & Programming | Date

Philip C. Kaufmann, Chief Counsel | Date

Chief Fiscal Officer (CFO) | Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
3015	16-00080-01-PV	COOK	97	1
ILLINOIS PROJECT	-			
SECTION	-			
CONTRACT NO.	61G35			

FOR INDEX OF SHEETS AND HIGHWAY STANDARDS SEE SHEET NO. 2

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
PLANS FOR PROPOSED
FEDERAL AID HIGHWAY
MUN 2030 21ST AVENUE FROM 16TH STREET TO 19TH STREET AND MUN 0034 19TH STREET FROM 21ST AVENUE TO 17TH AVENUE
ROADWAY RECONSTRUCTION
SECTION NO. 16-00080-01-PV
PROJECT NO. LTLC (578)
VILLAGE OF BROADVIEW
COOK COUNTY
C-91-384-19

LOCATION OF SECTION INDICATED THUS:

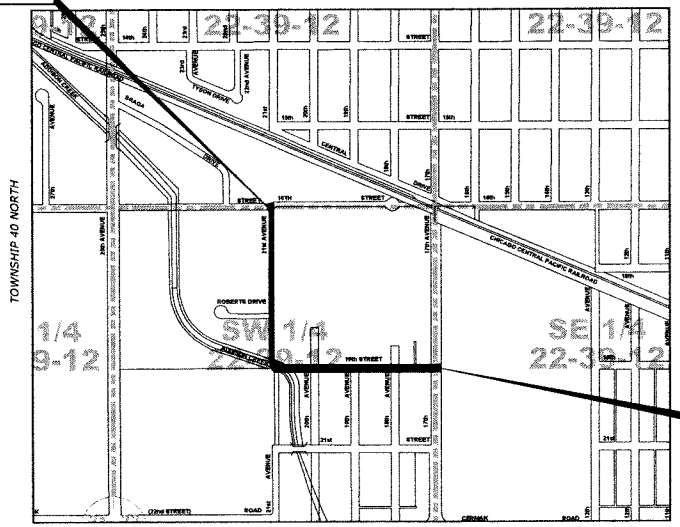
TRAFFIC DATA
ADT (2016) = 3,000
ADT (2040) = 3,600
POSTED SPEED LIMIT: 25 MPH
DESIGN SPEED LIMIT: 30 MPH
COLLECTOR

0 10' 20' 30' SCALE: 1" = 10'
0 50' 100' SCALE: 1" = 50'
0 50' 100' SCALE: 1" = 40'
0 50' 100' SCALE: 1" = 30'
0 50' 100' SCALE: 1" = 20'

FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

PROJECT BEGINS STATION 17+45 16TH STREET

LOCATION MAP
RANGE 12 EAST PRINCIPAL NTS MERIDIAN



N
(NOT TO SCALE)

PROJECT ENDS STATION 44+45 19TH STEET

MAP SCALE : NONE
PROVISO TOWNSHIP
■ - AREA OF IMPROVEMENT
GROSS LENGTH OF PROJECT =2700 FT. = 0.511 MI.
NET LENGTH OF PROJECT =2700 FT. = 0.511 MI.

STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF TRANSPORTATION

APPROVED _____ 20____
VILLAGE OF BROADVIEW, PRESIDENT

PASSED _____ 20____
DISTRICT 1 ENGINEER OF LOCAL ROADS & STREETS

RELEASING FOR BID BASED ON LIMITED REVIEW _____ 20____
REGIONAL ENGINEER

PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS

MARK W. VOLK 62-048046 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

DATE SIGNED: _____
LICENSE EXPIRES: 11-30-21

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD PHONE:(708)865-0300
WESTCHESTER, ILLINOIS 60154

E.H.E. NO. 120-19-00801

Know what's below. Call before you dig.

CONTRACT NO. 61G35

FEDERAL AID PROGRAM ENGINEER: CARMEN E. RAMOS, P.E.
SCHAUMBURG, ILLINOIS

CONSULTANT: EDWIN HANCOCK ENGINEERING CO.
9933 ROOSEVELT ROAD
WESTCHESTER, IL 60154 PHONE: (708)865-0300

Drawing file: W:\Projects_by_Village\Broadview\120190008 - Bisgo Drive Stage II - Design_CAD\Site\01_COVER.dwg Dec 13, 2019 - 2:32pm

Addenda No. 1 – Location Map

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
Village of Broadview	Cook	16-00080-01-PV

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-384-19	LTLC(578)				

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
- Participating Construction	STU	$2,200,000.00	*				LOCAL	$1,194,080.00	BAL	$3,394,080.00
- Construction Engineering	STU	$147,150.00	*				LOCAL	$297,850.00	BAL	$445,000.00
- Non-Participating Construction							LOCAL	$520,550.00	100%	$520,550.00
-										
-										
-										
-										
-										
-										
	Total	$2,347,150.00		Total			Total	$2,012,480.00		$4,359,630.00

Add

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* Maximum FHWA (STU) participation 80% not to exceed $2,347,150

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

ADDENDUM #4
An addendum to the Local Agency Agreement
Village of Broadview
MUN 2030 / 21st Avenue
MUN 0004 / 19th Avenue
Section No.: 16-00080-01-PV
Job No.: C-91-384-19

CHANGES IN "AGREEMENT PROVISIONS"
UNDER "IT IS MUTUALLY AGREED":

The following items are added:

7. All traffic control equipment to be used in the traffic signal work included herein must be approved by the STATE prior to its installation. The STATE must be notified a minimum of seven (7) working days prior to the final inspection. Final inspection of the signalized intersection will be made by a representative of the STATE, and, if satisfactory, authorization for turn on will be given.

8. Upon acceptance of the traffic signal by the STATE the financial responsibility for maintenance and electrical energy for the operation of the traffic signal at the intersection shall be proportioned as follows:

	MAINTENANCE	ELECTRICAL ENERGY
17th Av at 19th St	0% STATE 100% BROADVIEW	0% STATE 100% BROADVIEW

9. The actual maintenance of traffic signals at the above intersections will be performed by the STATE with its own forces or through ongoing contractual agreement.

10. The financial responsibility for the maintenance of the "Emergency Vehicle Preemption" equipment at the signalized intersection above shall be borne by the Village of Broadview.

11. The STATE retains the right to control the sequence and timing of the traffic signals and interconnect.

12. Payment by the STATE of any or all of its share of maintenance is contingent upon the STATE receiving adequate funds in its annual appropriation.

13. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the signalized intersections which requires modernization or reconstruction to said traffic signal then the Village of Broadview agrees to be financially responsible for all costs to relocate or reconstruct the emergency vehicle pre-emption equipment with the STATE's proposed improvement.

    All costs associated with the installation, future maintenance, or replacement of non-standard Department equipment, finish or hardware shall be the sole responsibility of the Village. This includes, but is not limited to, painting of the signal hardware, aesthetic poles, audible pedestrian signals, etc.

14. Upon final field inspection of the improvement, the LPA agreed to maintain, or cause to be maintained, those portions of the improvement which are not maintained by the STATE.

15. The LPA agrees to assume responsibility for the administration, control, reconstruction and maintenance of the sidewalks and detectable warnings. The LPA further agrees to indemnify and hold harmless the STATE, its officers, employees, and agents from any and all claims, lawsuits,

actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the operation of the sidewalks.

If, in the future, the STATE adopts a roadway or traffic signal improvement on (Marked Route) which requires modification, relocation or reconstruction to said shared use path, then the LPA hereby agrees to be financially responsible for its proportionate share of costs to modify, relocate or reconstruct said shared use path in conjunction with the STATE's proposed improvement.

All provisions, conditions, restrictions and requirements of this agreement shall be binding upon and inure to the benefit of the successors, assigns, administrators, executors or heirs of the parties hereto

Addendum 5

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports"* if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH EDWIN HANCOCK ENGINEERING COMPANY FOR THE FURNISHING OF CONSTRUCTION ENGINEERING SERVICES RELATED TO THE BRAGA DRIVE IMPROVEMENTS PROJECT FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

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

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

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that the Village is in need of certain professional construction engineering services related to the Braga Drive Improvements Project (the "Services"); and

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

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

ARTICLE I.
IN GENERAL

Section 01. Incorporation Clause.

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

Section 02. Purpose.

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

Section 03. Invocation of Authority.

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

Section 04. State Law Adopted.

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

Sections 05-09. Reserved.

ARTICLE II.
ACCEPTANCE OF AGREEMENT

Section 10. Authorization.

The Agreement is hereby accepted and approved. The Village Board hereby authorizes and directs the President or her designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous actions taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable Agreement.

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

ARTICLE III.
HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE

Section 11. Headings.

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

Section 12. Severability.

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

Section 13. Superseder.

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

Section 14. Effective Date.

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

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

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

	YES	**NO**	**ABSENT**	**PRESENT**
Miller				
Senior				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

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

APPROVED,

_____

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

Recorded in the Municipal Records:
Published in Pamphlet Form:

EXHIBIT A

Local Public Agency	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Consultant
Village of Broadview				Edwin Hancock Engineering
County: Cook				Address: 9933 Roosevelt Road
Section: 16-00080-01-PV				City: Westchester
Project No.: LTLC(578)		**Construction Engineering Services Agreement For Federal Participation**		State: IL
C-91-384-19				Zip Code: 60154
Contact Name/Phone/E-mail Address: Matthew Ames/708-681-3602/mames@broa				Contact Name/Phone/E-mail Address: Jim Goumas/708-865-0300 jggoumas@eha

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name 21st Avenue/19th Street Route 2030/0004 Length 0.47 Mi. Structure No. N/A

Termini 16th Street to 17th Avenue

Description: The work involves the reconstruction of the roadway with new PCC Pavement, curb and gutter, Driveways, sidewalk, roadway lighting, traffic signal modification, bicycle lane and other appurtenant work thereto.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:

   ☒ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

   ☒ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

   ☐ c. For soils, to obtain samples and perform testing as noted below.

   ☒ d. For aggregates, to obtain samples and perform testing as noted below.

   NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

☒ g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

☒ h. Geometric control including all construction staking and construction layouts.

☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

☒ j. Measurement and computation of pay items.

☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

☒ l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

☒ m. Revision of contract drawings to reflect as built conditions.

☒ n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

☒ FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ FF = 14.5%[(2.3 + R)DL + IHDC]

Where:
DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor
FF=Fixed Fee
SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.

5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

   (a) Publishing a statement:

      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

      (2) Specifying the actions that will be taken against employees for violations of such prohibition.

      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

         (A) abide by the terms of the statement; and

         (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

   (b) Establishing a drug free awareness program to inform employees about:

      (1) the dangers of drug abuse in the workplace;

      (2) the grantee's or contractor's policy of maintaining a drug free workplace;

      (3) any available drug counseling, rehabilitation and employee assistance program; and

      (4) the penalties that may be imposed upon an employee for drug violations.

   (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

   (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

   (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

   (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

   (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.

10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Edwin Hancock Engineering	36-1185970	$425.681.68

Sub-Consultants:	TIN Number	Agreement Amount
Rubino Engineering Inc.	80-0450719	$ 19.291.50
	Sub-Consultant Total:	$ 19,291.50
	Prime Consultant Total:	$425,681.68
	Total for all Work:	$444,973.18

Executed by the LPA:

Village of Broadview
(Municipality/Township/County)

ATTEST:

By: _____

Village Clerk

(SEAL)

By: _____

Title: Village President

Executed by the ENGINEER:

Edwin Hancock Engineering Co.

ATTEST:

By: _____

Title: Vice President

By: _____

Title: President

Exhibit A - Construction Engineering

Route: Braga Drive/16th Street
Local Village of Broadview
(Municipality/Township/County)
Section: 16-00080-01-PV
Project: LTLC(578)
Job No.: C-91-384-19

*Firm's **approved rates** on file with Bureau of Accounting and Auditing:

Overhead Rate (OH) 121.15 %
Complexity Factor (R) 0.00
Calendar Days 180

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
Specific Rate ☐
Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Preconstruction Serv.	Engineer VI	80	$58.88	$4,710.40	$5,706.65			$1,510.47	$11,927.52
Preconstruction Serv.	Engineer IV	80	$42.55	$3,404.00	$4,123.95			$1,091.55	$8,619.50
Preconstruction Serv.	Engineer I	20	$29.33	$ 586.60	$710.67			$188.10	$1,485.37
Project Management	Engineer VI	260	$58.88	$15,308.80	$18,546.61			$4,909.03	$38,764.44
Utility Coordination	Engineer VI	40	$58.88	$2,355.20	$2,853.33			$755.24	$5,963.77
Project Inspection	Engineer VI	130	$58.88	$7,654.40	$9,273.31			$2,454.52	$19,382.23
Project Inspection	Engineer IV	1040	$42.55	$44,252.00	$53,611.30			$14,190.18	$112,053.48
Project Inspection	Engineer I	1040	$29.33	$30,503.20	$36,954.63			$9,781.38	$77,239.21
Project Inspection	Engineer Tech III	480	$15.00	$7,200.00	$8,722.80			$2,308.81	$18,231.61
Construction Layout	Engineer VI	30	$58.88	$1,766.40	$2,139.99			$566.43	$4,472.82
Construction Layout	Engineer IV	120	$42.55	$5,106.00	$6,185.92			$1,637.33	$12,929.25
Construction Layout	Engineer I	40	$29.33	$1,173.20	$1,421.33			$376.21	$2,970.74
Documentation	Engineer VI	160	$58.88	$9,420.80	$11,413.30			$3,020.94	$23,855.04
Documentation	Engineer IV	260	$42.55	$11,063.00	$13,402.83			$3,547.54	$28,013.37
Documentation	Engineer I	260	$29.33	$7,625.80	$9,238.66			$2,445.35	$19,309.81
Project Closeout	Engineer VI	160	$58.88	$9,420.80	$11,413.30			$3,020.94	$23,855.04
Project Closeout	Engineer IV	120	$42.55	$5,106.00	$6185.92			$1,637.32	$12,929.24
Project Closeout	Engineer I	40	$29.33	$1,173.20	$1421.33			$376.21	$2,970.74
Material Testing						$19,291.50			$19,291.50
Totals		4,360		$167,829.80	$203,325.82	$19,291.50		$53,817.56	$444,973.18

Illinois Department of Transportation

Engineering Payment Report
(Submit with Final Invoice)

Prime Consultant

Name	Edwin Hancock Engineering
Address	9933 Roosevelt Road
Telephone	708-865-0300
TIN Number	361185970

Project Information

Local Agency	Village of Broadview
Section Number	16-00080-01-PV
Project Number	LTLC(578)
Job Number	C-91-384-19

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Exhibit C
Federal Qualification Based Selection (QBS) Checklist

Local Public Agency Village of Broadview
Section Number 16-00081-00-PV
Project Number AMPP(871)
Job Number C-91-223-17

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed $25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than $25,000.

☐ Form Not Applicable (engineering services less than $25,000)

1. Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☒ Yes ☐ No

2. Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the *BLRS Manual*? ☒ Yes ☐ No
   If no, IDOT's approval date: _____

3. Was the scope of services for this project clearly defined? ☒ Yes ☐ No

4. Was public notice given for this project? ☒ Yes ☐ No Due date of submittal: 10/25/2018
   Method(s) used for advertisement and dates of advertisement: Village Website

5. Do the written QBS policies and procedures cover conflicts of interest? ☒ Yes ☐ No

6. Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☒ Yes ☐ No

7. Do the written QBS policies and procedures discuss the method of evaluation? ☒ Yes ☐ No

Criteria for this project	Weighting	Criteria for this project	Weighting
Technical Approach	20 %	References	20 %
Federally Funded Const Exp.	30 %	Local Presence	10 %
Staff Capabilities	20 %		%
	%		%

8. Do the written QBS policies and procedures discuss the method of selection? ☒ Yes ☐ No
   Selection committee (titles) for this project: Village President, Director of Public Works Building Commissioner
   Top three consultants selected for this project in order: 1) Edwin Hancock Engineering
   2) Thomas Engineering 3) Ciorba Group
   If less than 3 responses were received, IDOT's approval date: _____

9. Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☒ Yes ☐ No

10. Were negotiations for this project performed in accordance with federal requirements? ☒ Yes ☐ No

11. Were acceptable costs for this project verified? ☐ Yes ☐ No ☒ LPA will rely on IDOT review and approval of costs.

12. Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☒ Yes ☐ No

13. Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☒ Yes ☐ No

Broadview Public Works Department

2734 South Ninth Avenue • Broadview, Illinois 60155-4859

Telephone: (708) 681-3602 • FAX: (708) 681-6254

Matthew Ames, Director

November 19, 2018

All Responding Firms

Re: Braga Drive Construction Engineering

To Whom It May Concern:

The Village of Broadview wishes to express its appreciation to your firm for submitting a Statement of Qualifications for the above referenced project. It has been the objective of the Village to select the most qualified firm to provide this service. After careful review of statement and scoring each of the statements following the Village's QBS procedures, the following is a list of the top three firms in order:

1. Hancock Engineering
2. Thomas Engineering
3. Ciorba Group

We appreciate your interest in this project and the resources spent on the preparation of your statement and hope that your firm will continue to respond to future Request for Qualifications from the Village of Broadview.

Very truly yours,

VILLAGE OF BROADVIEW

Matt Ames
Public Works Director

EDWIH HANCOCK ENGINEERING

HOURLY SALARY RANGE - ENGINEER'S REGULAR SCALE

CLASSIFICATION	MINIMUM	MAXIMUM
ENGINEER - VI	$ 50.00	$ 65.00
ENGINEER - V	35.00	55.00
ENGINEER - IV	30.00	45.00
ENGINEER - III	28.00	38.00
ENGINEER - II	24.00	32.00
ENGINEER - I	20.00	28.00
CADD MANAGER	30.00	40.00
CADD TECHNICIAN - II	25.00	30.00
CADD TECHNICIAN - I	20.00	25.00
ENGINEERING TECHNICIAN - VI	35.00	40.00
ENGINEERING TECHNICIAN - V	25.00	35.00
ENGINEERING TECHNICIAN - IV	20.00	28.00
ENGINEERING TECHNICIAN – III	15.00	20.00
ENGINEERING TECHNICIAN - II	10.00	15.00
ENGINEERING TECHNICIAN - I	10.00	12.00
ADMINISTRATIVE ASSISTANT	25.00	40.00

2018– STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

EDWIN HANCOCK ENGINEERING

PAYROLL BURDEN AND FRINGE COSTS

	% OF DIRECT PRODUCTIVE PAYROLL
(Federal Insurance Contributions Act) (State and Federal Unemployment Insurance) (Worker's Compensation Insurance)	11.68%
Paid Holidays, Vacation, Sick Leave, Bonuses	35.69%
Retirement Plan	13.64%
Group Insurance	20.80%
TOTAL PAYROLL BURDEN AND FRINGE COSTS	81.81%

EDWIN HANCOCK ENGINEERING

OVERHEAD AND INDIRECT COSTS

	% OF DIRECT PRODUCTIVE PAYROLL
Taxes except Federal Income Tax	3.19%
Business Insurance, (except key-man insurance) Accident, Liability and Valuable Papers	2.87%
Depreciation and Amortization	2.97%
Administrative, Unassignable Staff Time, Recruiting, Training and Education, Severance, Negotiating New Business, and Office Accounting, Clerical and Secretarial Wages and Salaries	9.67%
Reproduction, Printing Costs, Office Supplies and Postage	3.25%
Professional Services including Specialists, Legal, Accounting, etc.	3.16%
Outside computer services	2.21%
Employee Travel Expense not assigned to clients, in state only	5.24%
Telephone and pager	1.62%
Fees, Licenses, Dues, Publications (Technical and Professional) Tuitions and Seminars	0.77%
Business Space Utilities and Maintenance	1.71%
Rental and Maintenance of Equipment	1.66%
Miscellaneous Expense	0.32%
Facilities Capital Cost of Money	0.70%
TOTAL OVERHEAD AND INDIRECT COSTS	39.34%

2018– STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

Illinois Department of Transportation

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Anthony Quigley, P.E.
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, , Illinois 60196

County	Cook
Municipality	Broadview
Section	16-00080-01-PV
Route	MUN 2030/0004
Contract No.	61G35
Job No.	C-91-384-19
Project	LTLC(578)

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Date _____ Signature and Title (for the Local Public Agency): Matthew Ames, Public Works Director

---

Alex Alejandro
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 19-15685.

I am a registered professional engineer in the state of Illinois with a degree in Civil Engineering from the University of Illinois. I have 15 years of experience serving as resident construction inspector for municipal projects that have been administered by IDOT and local agencies. I have been serving as the Resident Construction Supervisor on projects for the past nine years.

Date	Signature of Applicant	Job Title of Applicant
		Engineer V

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved _____ Date _____ Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

ILLINOIS CENTER FOR TRANSPORTATION

Illinois Department of Transportation

Certificate of Proficiency

This certificate is awarded to

Alex Alejandro

for successfully completing the examination for

Documentation of Contract Quantities

Certificate Number: 19-15685
Effective Date: 4/10/2019
Expiration Date: 4/10/2023
Professional Development Hours: 0

Paul A. Loete, P.E. – Director of Highways PI/Chief Engineer

Gregary J. Renshaw, P.E. - Senior Research Engineer ICT

Illinois Department of Transportation

Local Public Agency Construction Inspector

Anthony Quigley, P.E
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

County	Cook
Municipality	Broadview
Section	16-00080-01-PV
Route	MUN 2030/0004
Contract No.	61G35
Job No.	C-91-384-19
Project	LTLC(578)

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved _____ Date

Alex Alejandro, Engineer V
Signature and Title of Resident Construction Supervisor

Robert Prohaska
Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.
For Consultants Employees: Documentation of Contract Quantities certificate number is 19-15607.
I have a a degree in Civil Engineering from Iowa State University. I have 5 years of experience serving as resident construction inspector for municipal projects that have been administered by IDOT and local agencies.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved _____ Date

Matthew Ames, Director of Public Works
Signature and Title of In Responsible Charge from BC-775

Instructions for Preparation of Form BC 776

ILLINOIS CENTER FOR TRANSPORTATION

Illinois Department of Transportation

Certificate of Proficiency

This certificate is awarded to

Robert Prohaska

for successfully completing the examination for

Documentation of Contract Quantities

Certificate Number: 19-15607
Effective Date: 3/28/2019
Expiration Date: 3/28/2023
Professional Development Hours: 18

Paul A. Loete, P.E. – Director of Highways PI/Chief Engineer

Gregary J. Renshaw, P.E. - Senior Research Engineer ICT

Village of Broadview
21tst Avenue/19th Street
Section No.: 16-00080-01-PV
Project No. LTLC(578)

Edwin Hancock Engineering
Scope of Services

To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:

a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.

b. Checking of shop and equipment drawings.

c. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

d. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

h. Providing line-and-grade staking.

i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

j. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

k. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.

l. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

m. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.

n. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.

o. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

p. Revision of contract drawings to reflect as built conditions.

q. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

r. Performing final inspection of all improvements.

Village of Broadview
21st Avenue/19th Street
Section No.: 16-00080-01-PV
Project No. LTLC (578)

The project is scheduled for the June 12, 2020 letting and construction is slated to begin in August of 2020. Construction will take over two construction seasons and is scheduled to be completed by July of 2021. We anticipate that all paperwork and the final pay estimate will be completed by March 31 2022.

rubino
ENGINEERING INC.

PROPOSAL

January 6, 2020

To: Chris Baker, PE
Edwin Hancock Engineering
9933 Roosevelt Road
Westchester, IL 60154
P: 708-865-0300

Via email: cbaker@ehancock.com

Re: **Quality Assurance Testing Services**
Braga Stage II
Broadview, IL

Proposal No. Q20.002

Dear Mr. Baker,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on January 3, 2019, and the following outlines our understanding of the requested scope of services:

Project Name and Description

Braga Stage II – Broadview, IL

General Scope of Services

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on January 3, 2020, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
BITUMINOUS PAVING	2	Half (4 hours)
CONCRETE	21	Half (4 hours)

***Portal to Portal**

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

Item Description	Quantity	Unit	Material Tester 1 (hr)	Vehicle (day)	Project Manager (hr)	Nuclear Density Gauge (day)	Cylinders (each)	Sample Pickup	Maximum Theoretical Specific Gravity	Bulk Specific Gravity	Ignition Oven Test / Reflux Extraction + Sieve Analysis
			$98.00	$65.00	$125.00	$40.00	$17.00	$250.00	$110.00	$95.00	$126.00
Braga Stage II - Broadview											
Hot-Mix Asphalt Binder Course, IL 19.0, N50	70	TON	4	1	0.5	1					
Hot-Mix Asphalt Surface Course, Mix "D", N50	120	TON	4	1	0.5	1					
High-Early Strength Portland Cement Concrete Pavement, 8 inch	2,670	SY	15	3	1.5		18	2			
High-Early Strength Portland Cement Concrete Pavement, 9 inch	10,790	SY	45	9	4.5		54	8			
Portland Cement Concrete Sidewalk, 5 inch	14,450	SF	16	4	2		16	3			
Concrete Foundation, Type A	16	FOOT	0	0	0		0	0			
Concrete Foundation, Type E 30-inch diameter	10	FOOT	4	1	0.5		4	1			
Concrete Foundation, Type E 36-inch diameter	25	FOOT	4	1	0.5		4	1			
Combination Concrete Curb and Gutter, Type B-6.12	5,500	FOOT	12	3	1.5		12	2			
			104	23	12	2	108	17	0	0	0
GRAND TOTAL = $19,290.50			$10,192.00	$1,495.00	$1,437.50	$80.00	$1,836.00	$4,250.00	$0.00	$0.00	$0.00

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

https://rubinoeng.com/schedule-field-testing

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule 8am to 4pm. After hours calls can go to Tim Dunne's cell phone at 847-343-0749.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.

Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____ **DAY OF** _____ **, 20__.**

BY *(please print)*: _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:

   ( ) Copies To: _____ ( ) Copies To: _____
   Attn: _____ Attn: _____
   Email: _____ **Email:** _____

   ( ) Copies To: _____ ( ) Copies To: _____
   Attn: _____ Attn: _____
   Email: _____ **Email:** _____

7. Invoicing Address: _____
   _____
   _____
   Attn: _____
   Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:
   _____
   _____

Rubino Engineering, Inc.
Schedule of Construction Materials Testing Services & Fees through March 1, 2021 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES		
Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4)		
(Does not include vehicle charge)	Per hour	$ 92.00
Density relationship of soils		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	$195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	$215.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	$110.00
Bulk Specific Gravity	Each	$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	$126.00
Core Densities	Each	$ 45.00
Sieve Analysis (Washed)	Each	$ 90.00
Sample preparation for the above tests	Each	$ 40.00
MATERIAL TESTER - 1 - *Hand coring and drilling for testing of materials; field inspection of*		
Per Hour		$ 98.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)		$147.00
Per Hour Overtime Sundays and Holidays		$196.00
EQUIPMENT CHARGES		
Vehicle Charge - Round Trip	Per Day	$ 65.00
Nuclear Density Gauge	Per Day	$ 40.00
Windsor Probe (Probe Charge is per set of 3)	Per Set	$ 70.00
ENGINEERING SERVICES		
Principal Engineer	Per Hour	$185.00
Project Engineer/Manager	Per Hour	$125.00
Administrative Assistant	Per Hour	$ 65.00

REMARKS

1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
4) All rates are billed on a portal-to-portal basis.
5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
6) Transportation and per diem are charged at the applicable rates per trip.
7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
8) A minimum charge of 4 hours applies to field testing and observation services.
9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
11) The minimum billing increment for time is a half hour.
12) A project set-up charge of a minimum of two hours applies to all projects.
13) Professional Services rates are exclusive of expert deposition or testimony time.
14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577 RUBINENG

ACORD™ **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 9/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Ins Srvcs LLC Euclid-Prof
2021 Spring Road, Suite 100
Oak Brook, IL 60523
312 442-7200

CONTACT NAME: Laurie Cloninger
PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939
E-MAIL ADDRESS: laurie.cloninger@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B : Berkley Insurance Company	32603
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rubino Engineering, Inc.
425-435 Shepard Dr Ste H
Elgin, IL 60123

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PSB0003777	09/01/2019	09/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY / X PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PSA0001881	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / X OCCUR			PSE0002142	09/01/2019	09/01/2020	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PSW0002789	09/01/2019	09/01/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability			AEC903377800	09/01/2019	09/01/2020	$2,000,000 each claim / $4,000,000 annual aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability is written on a 'claims made' policy form.
Some or all officers are excluded from Workers Compensation coverage.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER
Rubino Engineering, Inc.

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STANDARD TERMS AND CONDITIONS

For purposes of this Agreement, the Subconsultant shall be defined as: Rubino Engineering

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from the Hancock Engineering.

SUSPENSION OF SERVICES – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

COMPLIANCE WITH LAWS – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

DELAYS – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

RIGHT OF ACCESS – Subconsultant shall have access to the job site in order to perform its work.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

REUSE OF DOCUMENTS – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering's, or others, sole risk.

SUBCONTRACTS – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

PAYMENT

Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

INSURANCE – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - $2,000,000 per claim/aggregate
- General Liability –
    1. 1,000,000 Each Occurrence – Bodily Injury
    2. 1,000,000 Each Occurrence – Property Damage
    3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - $1,000,000 Per Person/Per Occurrence
- Employer's Liability - $500,000 Each
- Worker's Compensation – Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BROADVIEW AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE GREEN ALLEY IMPROVEMENTS PROJECT IN THE VILLAGE OF BROADVIEW, ILLINOIS.

* * * * *

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

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (the "Act"), which Act was amended on June 18, 2014 by Public Act 098-0652; and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the Metropolitan Water Reclamation District of Greater Chicago (the **"**MWRDGC"); and

WHEREAS, one component of the MWRDGC's stormwater management program includes green infrastructure, which shall hereinafter be defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspirate stormwater and reduce flows to sewer systems or to surface waters as more fully set forth at 33 U.S.C. § 1362 (27); and

WHEREAS, MWRDGC has committed to implement a Green Infrastructure

Program Plan in conformance with Appendix E, Section II (C) of a certain consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014); and

WHEREAS, the Village is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to Division 110 of Article 11 of the Illinois Municipal Code, the Village has authority to construct and maintain green infrastructure facilities, including permeable pavers, within its corporate limits; and

WHEREAS, the Village proposes constructing three (3) permeable alleys using a combination of impermeable concrete and permeable pavers located between 18th and 19th Avenues, between 21st and 22nd Avenues, and between 23rd and 24th Avenues, bounded by Harvard Street to the north and Fillmore Street to the south, in Broadview, Illinois. These three (3) permeable alleys are for the public benefit of reducing flooding and providing green infrastructure in the general area ("Public Benefit"); and

WHEREAS, the proposed green infrastructure installations will provide a total design retention capacity of at least 90,508 gallons of stormwater per rain event and further MWRDGC's goal of informing the public of the value of green infrastructure; and

WHEREAS, the Village intends to design, construct, operate, maintain, and own the proposed green infrastructure installations; and

WHEREAS, the Village's proposed plans to construct the green infrastructure installations in the Village may be approached more effectively, economically, and comprehensively with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, the Village and MWRDGC are both public agencies within the meaning of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., and are authorized by Article VI, Section 10 of the Constitution of the State of Illinois to cooperate; and

WHEREAS, the Village and MWRDGC desire to enter into the intergovernmental agreement (the "IGA"), attached hereto and incorporated herein as Exhibit A, which establishes the respective responsibilities of the Village and MWRDGC regarding the proposed green infrastructure installations; 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 in the best interest of the welfare and safety of the residents of the Village to enter into and approve the IGA;

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

ARTICLE I.
IN GENERAL

Section 01. Incorporation Clause.

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

Section 02. Purpose.

The purpose of this Resolution is to enter into and approve the IGA which establishes the respective responsibilities of the Village and MWRDGC regarding the installation of the proposed green infrastructure installations.

Section 03. Invocation of Authority.

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

Section 04. State Law Adopted.

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

Sections 05-09. Reserved.

ARTICLE II.
ACCEPTANCE OF AGREEMENT

Section 10. Authorization.

The IGA is hereby accepted and approved. The Village Board hereby authorizes and directs the President or her designee to enter into and approve the IGA in accordance with its terms, or any modification thereof, and to ratify any and all previous actions taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable IGA. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities except for inserting the dates of authorization of the agreements by the Village Board and MWRDGC's Board of Commissioners. The Village Board further authorizes the President or her designee to execute any and all additional

documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution.

ARTICLE III.
HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE

Section 11. Headings.

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

Section 12. Severability.

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

Section 13. Superseder.

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

Section 14. Effective Date.

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

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

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

	YES	**NO**	**ABSENT**	**PRESENT**
Miller				
Senior				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

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

APPROVED,

_____

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

Recorded in the Municipal Records:
Published in Pamphlet Form:

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BROADVIEW AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE GREEN ALLEY IMPROVEMENTS PROJECT IN THE VILLAGE OF BROADVIEW, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body politic organized and existing under the laws of the State of Illinois ("MWRDGC"), and the Village of Broadview, a duly organized and existing village created under the provisions of the laws of the State of Illinois and now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, ("Village"). Together, MWRDGC and the Village may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act ("Act") in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County shall be under the general supervision of MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014, by specifically authorizing MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County; and

WHEREAS, one component of MWRDGC's stormwater management program includes green infrastructure, which shall hereinafter be defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspirate stormwater and reduce flows to sewer systems or to surface waters as more fully set forth at 33 U.S.C. § 1362 (27); and

WHEREAS, MWRDGC has committed to implement a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of a certain consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014), and MWRDGC's formal commitment herein is intended to satisfy that obligation; and

WHEREAS, the Village is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to Division 110 of Article 11 of the Illinois Municipal Code, the Village has authority to construct and maintain green infrastructure facilities, including permeable pavers, within its corporate limits; and

WHEREAS, the Village proposes constructing three permeable alleys using a combination of impermeable concrete and permeable pavers located between 18th and 19th Avenues, between 21st and 22nd Avenues, and between 23rd and 24th Avenues, bounded by Harvard Street to the north and Fillmore Street to the south, in Broadview, Illinois. These three permeable alleys are for the public benefit of reducing flooding and providing green infrastructure in the general area ("Public Benefit").

WHEREAS, the proposed green infrastructure installations will provide a total design retention capacity of at least 90,508 gallons of stormwater per rain event and further MWRDGC's goal of informing the public of the value of green infrastructure; and

WHEREAS, the Village intends to design, construct, operate, maintain, and own the proposed green infrastructure installations; and

WHEREAS, the Village's proposed plans to construct the green infrastructure installations in the Village may be approached more effectively, economically, and comprehensively with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on _____, MWRDGC's Board of Commissioners authorized MWRDGC to enter into an intergovernmental agreement with the Village; and

WHEREAS, on _____, the Village Board authorized the Village to enter into an intergovernmental agreement with MWRDGC; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the Village and MWRDGC hereby agree as follows:

Article 1. Incorporation of Recitals

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

Article 2. Scope of Work

1. The work contemplated by this Agreement will include construction, operation, and maintenance of three alleys that are a combination of impermeable concrete and permeable pavers located at the above referenced locations. These improvements ("Project") are categorized by MWRDGC as "green infrastructure".

2. The Village, at its sole cost and expense, shall cause to be prepared construction drawings, specifications, and details ("Construction Documents") for the Project.

3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project shall be designed to capture at least 90,508 gallons of stormwater per rain event.

4. The Project shall realize all Public Benefits of helping to alleviate flooding within and around the Project area of the Village by, among other things, including routing runoff from impervious tributary area to the green infrastructure installations, so as to reduce flooding and ponding, as shown in Exhibit 1.

5. The Village shall provide MWRDGC with a copy of 30%, 60%, and 98% complete Construction Documents for MWRDGC's approval as to the Public Benefit.

6. MWRDGC shall review and provide comments to the Village as to the Project's Public Benefit in writing within 30 calendar days of receipt of the 30%, 60%, and 98% complete Construction Documents. The Village shall incorporate MWRDGC's review comments into the Construction Documents.

7. Upon execution of the Agreement and until commencement of the Project construction, the Village shall provide monthly updates to MWRDGC on (1) status and progress of Project design; and (2) schedule for Bid Advertisement and Award for the Project.

8. Upon awarding any Project-related construction contracts, the Village shall provide monthly updates to MWRDGC as to (1) construction progress; and (2) anticipated timeframes for submission of reimbursement requests.

9. After construction, the Village shall provide MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.

10. MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based on MWRDGC's review of the final Construction Documents including any addenda, change orders, shop drawings, or field changes, it determines the Project will not provide sufficient design retention capacity or if the intended Public Benefit is not provided.

11. Although MWRDGC will reimburse the Village for a portion of the Project, the Village bears sole responsibility for the overall cost, expense, and payment for the Project.

12. To the extent practicable, the Village, its agents, contractors, or employees shall use MWRDGC biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, MWRDGC will provide biosolids free of charge with the Village being required to deliver the biosolids to the Project area.

13. The Village will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village shall consider and act in general accord with the applicable standards of MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached to this Agreement as Exhibit 2), when advertising and awarding the construction contracts. The Village shall also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below MWRDGC's applicable general standards. Although the Village need not include the attached Exhibit 2 as part of its bid documents, the Village is responsible for ensuring that these applicable minimum requirements are met.

14. The Village agrees that the Project is a "Covered Project" as defined in MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the Village agrees to be obligated as MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below the standards for "Covered Projects"

detailed in it. Although the attached Exhibit 3 need not be included as part of the Project's bid documents, the Village is responsible for ensuring that its applicable minimum requirements are met.

15. The Village must comply with the applicable portions of MWRDGC's Affirmative Action Ordinance (attached to this Agreement as Exhibit 4). Affirmative Action goals for the Project are: 20% of the total amount of reimbursement to be provided by MWRDGC for the Project must be applied to work performed by Minority-Owned Business Enterprises ("MBE"), 10% of the total amount of reimbursement to be provided by MWRDGC for the Project must be applied to work performed by Women-Owned Business Enterprises ("WBE"), and 10% of the total amount of reimbursement to be provided by MWRDGC for the Project must be applied to work performed by Small Business Enterprises ("SBE").

16. The determination as to whether the Village has complied with the requirements of this Agreement by attaining MWRDGC's Affirmative Action goals is solely in MWRDGC's discretion. If the Village fails to fully attain each goal as determined by MWRDGC, MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to attain the Affirmative Action goal(s).

17. MWRDGC has the right to access and inspect, with reasonable notice, any records or documentation related to the Village's compliance with MWRDGC's Affirmative Action goals.

18. To evidence compliance with MWRDGC's Affirmative Action goals, the Village must submit the following items to the MWRDGC Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan, attached to this Agreement as Exhibit 5; and (2) a current letter from a certifying agency that verifies as appropriate the MBE, WBE, or SBE status of each such vendor listed as a subcontractor on the Utilization Plan. A certification letter will be deemed current so long as its expiration date is subsequent to the date of the Utilization Plan. Failure to timely submit a Utilization Plan or certifying letter may result in a

payment delay and/or denial. Thereafter, during the course of construction, the Village must ensure that the Project is on track for goal attainment by conclusion of the Project.

19. The Village must comply with the applicable portions of MWRDGC's Veteran-owned Business Enterprise ("VBE") Contracting Policy Requirements (attached to this Agreement as Exhibit 6). VBE goals for the Project are: 3% of the total amount of reimbursement to be provided by MWRDGC for the Project must be applied to work performed by Veteran-owned Business Enterprises.

20. The determination as to whether the Village has complied with the requirements of this Agreement by attaining MWRDGC's VBE goal is solely in MWRDGC's discretion. If the Village fails to fully attain the VBE goal as determined by MWRDGC, MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to attain the VBE goal.

21. MWRDGC has the right to access and inspect, with reasonable notice, any records or documentation related to the Village's compliance with MWRDGC's VBE policy.

22. To evidence compliance with MWRDGC's VBE policy, the Village must submit the following items to the MWRDGC Diversity Administrator prior to the start of construction: (1) a completed VBE Commitment Form, attached to this Agreement as Exhibit 7; and (2) a current letter from a certifying agency that verifies the VBE status of each such vendor listed as a subcontractor on the Utilization Plan. A certification letter will be deemed current so long as its expiration date is subsequent to the date of the Utilization Plan. Failure to timely submit a VBE Commitment Form or certifying letter may result in a payment delay and/or denial.

23. Together with each and every Reimbursement Request, the Village must submit to MWRDGC the following: (1) an Affirmative Action and VBE Status Report ("Status Report"), attached to this Agreement as Exhibit 8, and a completed VBE

Commitment Form; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report, Commitment Form, and any supporting documentation may result in a payment delay and/or denial.

24. The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of this Agreement.

25. The Village, at its sole cost and expense, shall provide (1) the final design of the Project; (2) land acquisition and remediation (if necessary); and (3) construction oversight and administrative support for the Project.

26. The Village shall submit an Operation and Maintenance Plan ("O&M Plan") for MWRDGC's review and approval. The O&M Plan shall be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the Village shall operate and maintain the Project in accordance with the O&M Plan.

27. MWRDGC shall reimburse the Village for 56.6% of the total construction cost of the Project, but in no event shall that amount exceed Four Hundred Forty Eight Thousand and 00/100 Dollars ($448,000.00) (the "Maximum Reimbursement Amount"). All funding provided by MWRDGC shall be exclusively to reimburse the Village for the construction of the Project. The Village will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. For purposes of this Agreement, "construction" shall mean all work necessary to build the Project as depicted in the Construction Documents. The Village shall be solely responsible for change orders, overruns, or any other increases in cost of the Project.

MWRDGC shall disburse funds to the Village in accordance with the following schedule:

a. 25% upon receipt of invoices for 25% completion of construction;
b. 25% upon receipt of invoices for 50% completion of construction;
c. 25% upon receipt of invoices for 75% completion of construction; and
d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover 56.6% of the Project cost shall be paid upon receipt of invoices for final completion and after final inspection by MWRDGC. MWRDGC will only pay invoices submitted in strict accordance with this schedule. The Village shall submit invoices for the representative percentage of construction within thirty (30) days of meeting its respective completion percentage.

28. MWRDGC's Maximum Reimbursement Amount is based on the funding amount that MWRDGC's Board of Commissioners has approved and appropriated for purposes of this Agreement for the current fiscal year. Any additional funding from MWRDGC beyond the current fiscal year is subject to the approval of MWRDGC's Board of Commissioners.

29. To date, the Village has spent approximately Forty-Five Thousand and 00/100 Dollars ($45,000.00) on engineering, property acquisition, and other design-related project costs.

30. Additionally, the Village has secured and will contribute approximately Three Hundred Fourty-Four Thousand One Hundred Sixty-Five and 00/100 Dollars ($344,165.00) of funding towards total construction costs.

31. As a condition for reimbursement, the Village shall submit copies of construction invoices to MWRDGC for MWRDGC's review and approval, such approval not to be unreasonably withheld.

32. The Village shall return all funds provided by MWRDGC if construction of the Project is not completed in accordance with the Construction Documents within

two (2) years of the Village's initial award of a construction contract related to the Project, unless MWRDGC approves an extension prior to the expiration of the two (2) year completion period; such approvals shall not be unreasonably withheld.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Village shall obtain all federal, state, county, and local permits required by law for the construction of the Project and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project and shall assume any costs incurred in procuring all such consents and approvals.

2. Operation and Maintenance. The Village shall obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests

1. Contemporaneous with execution of this Agreement, the Village must provide MWRDGC with proof of perpetual ownership or easement over the Project site.

2. Prior to construction, the Village shall acquire any temporary or permanent easements, license agreements, or fee simple title as may be necessary for construction, maintenance, and access to the Project. Any property interests acquired by the Village must be consistent with MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5.

3. Should acquisition of property interests via condemnation be necessary, the Village shall incur all associated costs, including purchase price and/or easement fee as well as any attorney's fees.

4. The Village shall record all easements, licenses, or deeds acquired for the Project.

5. The Village shall own all of the improvements constructed for the Project. Nothing in this Agreement shall be construed as creating an ownership or property interest for MWRDGC in any part of the Project.

Article 5. Maintenance

1. The Village, at its sole cost and expense, shall perpetually maintain the permeable paver alleys and any other associated appurtenances in accordance with the O&M plan approved by MWRDGC.

2. The Village shall conduct annual inspections to ensure adequate maintenance of the Project. The Village shall prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to MWRDGC within thirty (30) calendar days of completion.

3. MWRDGC shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.

4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of MWRDGC, MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) calendar days after such notice, MWRDGC may cause such maintenance to be performed and the Village shall pay MWRDGC the entire cost MWRDGC incurred to perform the required maintenance.

5. In the event of failure of the Village to maintain or operate the Project to provide the intended Public Benefit, MWRDGC may demand that the Village return some or all of the funding it provided under this Agreement.

6. In performing its obligations under this Article, the Village shall comply with all access restrictions and notice requirements set forth in the easements, licenses or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

1. Bid Advertisement. The Village will provide MWRDGC with thirty (30) calendar days notice prior to Bid Advertisement for the Project.

2. Construction. The Village shall provide MWRDGC with a construction schedule and provide MWRDGC a minimum of seventy-two (72) hours notice before the following project milestones:

    - Start of work
    - Substantial completion
    - Completion of work

Article 7. Notification to Residents

1. Wherever green infrastructure is present and visible to the community, the Village shall permanently display signs setting forth the following information: "This project is a joint effort between the Village of Broadview and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management." The signs shall be maintained by the Village, and shall include educational information about the benefits of green infrastructure. MWRDGC will provide examples of signage used for similar projects.

2. The Village shall maintain on its website a hyperlink leading to the URL for the MWRDGC's website (http://www.mwrd.org).

3. The Village shall advertise on its website—or, alternatively, in newsletters, bills, payment receipts, fliers, social media posts or other mediums, electronic or otherwise—any upcoming MWRDGC-affiliated community events that are scheduled to occur within the Village's geographic boundaries or jurisdiction at least two weeks in advance of their scheduled occurrence or within two weeks after notice of their scheduled occurrence is transmitted to the Village's representative designated pursuant to Subsection 5 of this Article 7.

4. On the last business day of every month, the Village shall submit to the MWRDGC a report detailing the following:

    - Any MWRDGC-affiliated community events advertised in the preceding thirty (30) calendar days pursuant to the preceding subsection (if none, then the report shall so state); and
    - The timeframe during which those advertisements were transmitted; and
    - The mediums employed to transmit those advertisements.

5. Immediately upon execution of this Agreement the following individuals will represent the Parties as a primary contact in all matters under this Article 7—including, but not limited to, notices or advertisements of upcoming MWRDGC-affiliated events—and, in addition to the individuals named in Article 27 of this Agreement, shall be entitled to receipt of notice in all matters under this Article 7.

For the MWRDGC:	For the Village:
Public & Intergovernmental Affairs Officer	Matt Ames, Director of Public Works
Metropolitan Water Reclamation District of Greater Chicago	Village of Broadview
100 East Erie Street	2350 South 25th Avenue
Chicago, Illinois 60611	Broadview, IL 60155
Phone: (312) 751-6626	Phone: (708) 681-3602
Email: publicaffairsinfo@mwrd.org	Fax: (708) 681-2018
	Email: mames@broadview-il.gov
	CC: Chris Baker, P.E., Hancock Eng
	Email: cbaker@ehancock.com

Each Party agrees to promptly notify the other Party of any change in its designated representative under this Article 7, which notice shall include the

name, address, telephone number and electronic mail address of the representative for such Party for the purpose of providing notice.

6. The rights, duties and obligations of this Article 7—with the exception of those set forth in Subsection 1 hereto—shall automatically terminate upon the MWRDGC's payment of the final installment of any payments owed to the Village under the terms of this Agreement, or once two years have elapsed since the date on which this Agreement was fully executed by all Parties, whichever of those two dates comes first.

Article 8. Termination by the Village

Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to MWRDGC in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project. The Village shall return all Project-related funds received from MWRDGC no later than fourteen (14) calendar days following its termination of the Agreement.

Article 9. Termination by MWRDGC

Prior to Bid Advertisement of the Project, MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project.

Article 10. Effective Date

This Agreement becomes effective on the date that the last signature is affixed to the signature page.

Article 11. Duration

Subject to the terms and conditions of Articles 8 and 9 above, this Agreement shall remain in full force and effect for perpetuity.

Article 12. Non-Assignment

Neither Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

Article 13. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 14. Indemnification

The Village shall defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

Article 15. Representations of the Village

The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement; and

2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village; and

3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and

4. The Village has allocated Four Hundred Sixty-Four Thousand, One Hundred Sixty-Five and 00/100 Dollars ($464,165) in funds for this Project, which are separate from and in addition to the funds to be provided by MWRDGC under this Agreement.

Article 16. Representations of MWRDGC

MWRDGC covenants, represents, and warrants as follows:

1. MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and

2. The individuals signing this Agreement and all other documents executed on behalf of MWRDGC are duly authorized to sign same on behalf of and to bind MWRDGC; and

3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of MWRDGC or any instrument to which MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 17. Disclaimers

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between MWRDGC and any party other than the Village.

Article 18. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 19. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 20. Necessary Documents

Each Party agrees to execute and deliver all further documents and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village shall provide MWRDGC with a full sized copy

of “As-Built” drawings for the Project. The drawings shall be affixed with the “As-Built” printed mark and must be signed by both the Village resident engineer and the contractor.

Article 21. Compliance with Applicable Laws and Deemed Inclusion of Same

The Parties agree to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights’ regulations, which is incorporated by reference in its entirety as though fully set forth herein.

Article 22. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 23. Amendments

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 24. References to Documents

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 25. Judicial and Administrative Remedies

The Parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of MWRDGC or the Village shall be cumulative, and election by MWRDGC or the Village of any single remedy shall not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 26. Notices

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, by facsimile, or by electronic mail. A written notice shall be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine; or (d) with respect to notices sent electronically by email, on the date of

notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. The name of this Agreement i.e., “INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BROADVIEW AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE GREEN ALLEY IMPROVEMENTS PROJECT IN THE VILLAGE OF BROADVIEW, ILLINOIS” must be prominently featured in the heading of all notices sent under the Agreement.

Any and all notices referred to in this Agreement, or that either Party desires to give to the other, shall be addressed as set forth in Article 27, unless otherwise specified and agreed to by the Parties.

Article 27. Representatives

Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact and receipt of notice in all matters under this Agreement.

For MWRDGC:
Director of Engineering
Metropolitan Water Reclamation District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
Fax: (312) 751-5681
Email: oconnorc@mwrd.org

For the Village:
Matt Ames, Director of Public Works
Village of Broadview
2350 South 25th Avenue
Broadview, IL 60155
Phone: (708) 681-3602
Fax: (708) 681-2018
Email: mames@broadview-il.gov
CC: Chris Baker, P.E., Hancock Eng
Email: cbaker@ehancock.com

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

Article 28. Interpretation and Execution

1. The Parties agree that this Agreement shall not be construed against a Party by reason of who prepared it.

2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.

3. The Parties agree that this Agreement shall be executed in quadruplicate.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Broadview, the Parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

Village of Broadview, an Illinois Municipal Corporation

BY:_____
Katrina Thompson, Mayor

_____
Date

ATTEST:

_____
Kevin McGrier, Village Clerk

_____
Date

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

_____

Chairman of the Committee on Finance Date

_____

Executive Director Date

ATTEST:

_____

Clerk Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

_____

Engineer of Stormwater Management Date

_____

Assistant Director of Engineering Date

_____

Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

_____

Head Assistant Attorney Date

_____

General Counsel Date

Exhibits and Attachments

TITLE	DATED	PAGES
Exhibit 1: Project Vicinity Map and Project Conceptual Drawing	04/20	1 to 14
Exhibit 2: MWRDGC's Purchasing Act	02/16	1 to 12
Exhibit 3: Multi-Project Labor Agreement (MPLA)	10/17; 04/18	MPLA-CC-1 to MPLA-CC-49
Exhibit 4: Affirmative Action Ordinance, Revised Appendix D	06/04/15	D-1 to D-23
Exhibit 5: Affirmative Action Utilization Plan	06/15	UP-1 to UP-7
Exhibit 6: Veteran's Business Enterprise Contracting Policy Requirements Appendix V	03/19	V-1 to V-3
Exhibit 7: VBE Commitment Form	03/19	V-4
Exhibit 8: Affirmative Action Status Report	11/18	1 to 2
Exhibit 9: Operation and Maintenance Plan, Inspection Log	05/20	1 to 8

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

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

WHEREAS, Section 8-2-9.4 of the Illinois Municipal Code (the "Code") provides that passage of the annual budget by the corporate authorities shall be in lieu of passage of the appropriation ordinance as required by Section 8-2-9 of the Code; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the effective administration of the Village; and

WHEREAS, the Corporate Authorities have held all hearings and caused to be made all publications and notices in connection with the adoption of its annual budget ordinance as required by law; and

WHEREAS, the budget (the "Budget") for fiscal year 2021, where fiscal year 2021 is defined as May 1, 2020 through April 30, 2021 (the "Fiscal Year 2021"), attached hereto and incorporated herein as Exhibit A, has been and currently is conveniently available for public inspection in the Village Clerk's office and the principal office of the Village, as required by law, as well as on the Village's website; and

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

NOW, THEREFORE, BE IT 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 adopt the Village's Budget for Fiscal Year 2021.

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.
ADOPTION OF ANNUAL BUDGET

Section 10. Adoption of Annual Budget.

That the Budget for Fiscal Year 2021 is hereby adopted and approved, as attached

hereto as Exhibit A.

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 and in full force immediately upon passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

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

	YES	**NO**	**ABSENT**	**PRESENT**
Miller				
Senior				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

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

APPROVED,

_____

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

Recorded in the Municipal Records:
Published in Pamphlet Form:

EXHIBIT A

Village of Broadview
Proposed ANNUAL BUDGET FOR THE FISCAL YEAR ENDED4/30/21
May 1, 2020 Through April 30, 2021

ACCOUNT DESCRIPTION		Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
GENERAL FUND				
REVENUES				
Property Taxes				
4001	PROPERTY TAXES	$ 6,037,296	$ 5,742,125	$ 5,698,759
Other Taxes				
4002	SALES TAX	3,573,500	3,900,000	4,000,000
4005	UTILITY TAX - ELECTRIC	450,000	550,000	550,000
4006	UTILITY TAX - GAS	107,000	125,000	125,000
4007	UTILITY TAX - TELEPHONE	330,000	300,000	300,000
4009	AT&T COMMUNICATIONS	17,433	12,000	-
4010	CABLE SERVICES	95,000	88,000	90,000
4011	VIDEO GAMING TAX	45,000	72,000	80,000
4013	USE TAX	90,000	200,000	300,000
Intergovernmental				
4016	STATE FORFEITURE REVENUE	10,000	-	-
4021	STATE INCOME TAX	975,000	1,007,175	673,000
4022	REPLACEMENT TAX	520,000	610,000	650,000
4028	OTHER INTERGOVERNMENTAL	315,000	25,000	-
4083	GRANT FUNDS REC'D - ILLINOIS	-	-	-
4083.1	GRANT FUNDS REC'D - Federal	70,000	40,000	-
Licenses, Permits & Fees				
4007.1	ALARM SYSTEM	-	-	-
4030	LIQUOR LICENSES	30,000	32,000	32,000
4031	BUSINESS LICENSES	105,000	101,000	110,000
4032	VEHICLE LICENSES	98,000	100,000	105,000
4033	DOGS AND CATS TAGS	-	125	250
4039	CONTRACTORS REGISTRATION	28,000	22,500	35,000
4040	BUILDING PERMITS	200,000	200,000	115,000
4041	ELECTRICAL PERMITS	38,000	30,000	30,000
4042	PLUMBING PERMITS	29,327	35,000	38,000
4044	SITE PLAN APPLICATION FEE	26,000	4,000	1,425
4047	ZONING FEES	500	500	500
4059	JURY DUTY/SUBPOENA	-	-	-
4057	GARAGE SALES PERMIT FEE	350	350	350
Investment Income				
4070	INTEREST INCOME	9,000	4,000	3,500
Charges for Services				
4045	OCCUPANCY INSPECTIONS	40,000	60,000	86,000
4045.1	BLDG - TRANSFER STAMPS	22,000	20,000	20,000
4046	ELEVATOR INSPECTIONS	200	200	1,500
4049	HEALTH INSPECTIONS	11,000	11,000	11,900
4054	SPECIAL USE TAX	-	-	-
4055	PW DEPT MISC REVENUES	300	300	500
4061.X	HOSPITAL BILLINGS	600,000	575,000	575,000
4062.x	FIRE SERVICE CONTRACTS	-	404,000	404,332
4068.x	AMBULANCE CHARGES	475,900	700,000	300,000
4085	POLICE MISC. REVENUE	25,000	80,000	125,000
4085.1	OVERTIME REIMBURSEMENT	11,500	10,500	2,000
4093	TOWING AND STORAGE	165,000	170,000	138,000
Fines & Forfeitures				
4050	TRAFFIC FINES	330,000	330,000	300,000
4050.1	POLICE DEPT. ADJUDICATION	24,000	20,000	10,000
4051	BLDING DEPT CODE VIOLATIONS	500	2,500	15,000
4051.1	POLICE DEPT COMPLIANCE VIOLATION	-	-	-
4053	IMMOBILIZATION	36,000	50,000	50,000
Other				
4029	UNCLAIMED PROPERTY/DRUG CURRENCY	-	-	-
4035	NSF CHARGE	-	-	-
4080	REIMBURSEMENT OF VILLAGE EXPENSE	116,000	80,000	150,000
4091	ALARM SYSTEM REBATES	18,000	18,000	21,000
4092	RENTAL INCOME	2,250	2,250	2,250
4094	SALE OF VILLAGE PROPERTY	25,000	315,000	324,000
4095	DAMAGE TO PROPERTY	-	500	-

Village of Broadview
Proposed ANNUAL BUDGET FOR THE FISCAL YEAR ENDED4/30/21
May 1, 2020 Through April 30, 2021

ACCOUNT DESCRIPTION		Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
4096	FIRE DEPT MISC REVENUES	-	5,000	10,000
4097&4098	MISCELLANEOUS	224,000	-	-
TOTAL GENERAL FUND REVENUES		$ 15,326,056	$ 16,055,025	$ 15,484,266
GENERAL FUND - GENERAL GOVERNMENT EXPENDITURES				
	EXECUTIVE DEPARTMENT			
Personal Services				
5102	PRESIDENT/MAYOR	$ 55,000	$ 55,000	$ 55,000
5103	ADMINISTRATIVE ASSISTANT	43,000	44,290	44,290
5104	TRUSTEES	25,200	28,000	28,800
5120	LIQUOR COMMISSIONER	3,000	3,000	3,000
Employee Benefits				
5275	EMPLOYEE HEALTH CARE PLAN	18,733	17,838	19,108
5275.2	EMPLOYEE LIFE INSURANCE	72	33	33
5275.3	EMPLOYEE VISION INSURANCE	179	0	0
5275.4	EMPLOYEE DENTAL INSURANCE	683	0	0
5276	RETIREE HEALTH CARE PLAN	0	0	0
5276.4	RETIREE DENTAL INSURANCE	0	0	0
Contractual Services				
5201	PROFESSIONAL SERVICES	35,000	61,600	61,600
5202	LEGAL & PROFESSIONAL SERVICES	400,000	300,000	250,000
5205	TELEPHONE	3,000	12,000	12,500
5211	NEWSLETTER - PRINTING & STAMPS	12,500	14,000	8,000
5217	LIABILITY INSURANCE	95,816	95,816	110,000
5218	AUTOMOBILE INSURANCE	0	0	0
5219	WORKER'S COMPENSATION INSURANCE	1,077	1,077	1,077
5237	REPAIR/MAINT. - VEHICLES	0	0	1,000
5253	SEMINARS/CONFERENCES - MAYOR	5,000	5,000	8,000
5253.1	SEMINARS/CONFERENCES - TRUSTEES	6,000	6,000	10,000
5255	TRAVEL EXPENSE	0	0	0
5257	LOCAL CIVIC EVENTS	8,500	15,000	13,500
5258	COMMULITY FOOD PALTRY *	1,000	1,000	2,500
5259	100TH ANNIVERSARY CELEBRATION	0	0	0
5271	DUES & PUBLICATIONS	12,500	12,500	13,500
5272	POSTAGE	0	0	0
Commodities				
5302	GAS/OIL	720	720	720
5310	FLOWERS - BEREAVEMENT	500	500	500
5316	OFFICE EXPENSE	10,000	10,000	5,000
Capital Outlay				
5413	COMPUTER HARDWARE/SOFTWARE	0	0	0
Other				
5505	CONTINGENCY	0	0	0
	TOTAL DEPARTMENT EXPENDITURES	$ 737,481	$ 683,374	$ 648,128
	VILLAGE CLERK DEPARTMENT			
Personal Services				
5109	DEPUTY CLERK	$ 15,600	$ -	$ -
5116	VILLAGE CLERK	12,000	12,000	12,000
Employee Benefits				
5276.4	RETIREE DENTAL INSURANCE	0	0	0
2576	RETIREE HEALTH CARE PLAN	0	0	0
Contractual Services				
5202	LEGAL & PROFESSIONAL SERVICE	0	20,000	
5205	TELEPHONE	1,100	1,100	1,000
5217	GENERAL LIABILITY INSURANCE	12,200	12,200	14,000
5219	Worker Compensation Insurance	930	930	900
5253	SEMINARS/CONFERENCES - CLERK	2,500	2,500	2,500
5255	TRAVEL	0	1,000	1,000
5271	DUES & PUBLICATIONS	775	500	250

Village of Broadview
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ACCOUNT DESCRIPTION	Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
5270 NEWSPAPER NOTICES	3,500	2,500	1,500
5272 POSTAGE	0	700	500
5286 SUPPLEMENT TO MUNICIPAL CODE	1,500	5,000	5,000
Commodities			
5310 ELECTION SUPPLIES	-	-	-
5316 OFFICE SUPPLIES	1,000	1,000	1,000
TOTAL DEPARTMENT EXPENDITURES	$ 51,105	$ 59,430	$ 39,650
BOARDS & COMMISIONS DEPARTMENT			
Personal Services			
5122 POLICE & FIRE COMMISSION *	$0.00	$0.00	$0.00
5123 ZONING & PLANNING COMMISSION	-	1,000.00	1,000.00
Contractual Services			
5202 LEGAL SERVICES	$ -	$ 5,000	$ -
5211 PRINTING AND BINDING	$ -	$ -	$ -
5219 Worker Compensation Insurance			
5253 SEMINARS/CONFERENCES	1,100	1,100	2,500
5271 NEWSPAPER NOTICES	500	0	500
5271 DUES AND PUBLICATIONS	800	800	800
5277 TEST AND ADMINISTRATION	12,900	12,900	12,900
Commodities			
5316 SUPPLIES - OFFICES	0	0	0
TOTAL DEPARTMENT EXPENDITURES	$ 15,300	$ 20,800	$ 17,700
FINANCE DEPARTMENT			
Personal Services			
5105 BUDGET OFFICER	$ 19,570	$ 19,570	$ 19,570
5106 TREASURER	10,000	10,000	10,000
5108 VILLAGE ADMINISTATOR	27,192	28,824	28,824
5112 FINANCE DIRECTOR	70,000	70,000	70,000
5188 ADMINISTRATIVE CLERKS	79,882	82,279	77,908
5148 OVERTIME	0	0	0
Employee Benefits			
5275 EMPLOYEE HEALTH CARE PLAN	17,219	16,396	16,970
5275.2 EMPLOYEE LIFE INSURANCE	288	132	132
5275.3 EMPLOYEE VISION INSURANCE	179	162	162
5275.4 DENTAL INSURANCE	590	592	592
Contractual Services			
5201 PROFESSIONAL SERVICES	13,000	15,000	15,000
5202 LEGAL/PROFESSIONAL SERVICES	20,000	20,000	15,000
5204 AUDIT SERVICES - FINANCE	48,000	48,000	63,000
5204.1 AUDIT SERVICES - SPECIAL ENGAGEMENT	0	0	0
5205 TELEPHONE	12,000	1,200	16,000
5208 BANK CHARGES - SERVICE FE	750	750	3,000
5210 COMPUTER CONSULTANTS	5,700	5,700	5,700
5211 VEHICLE PROGRAM - 3rd MIL	5,000	5,000	7,500
5212 INTERNET T-1 LINE	2,700	2,700	4,800
5212.1 IT CONSULTANTS	5,000	5,000	8,000
5214 INSURANCE BROKERAGE FEE	0	0	0
5217 GENERAL LIABILITY INSURAN	7,211	7,211	7,211
5218 AUTO INSURANCE	0	0	0
5219 WORKER'S COMPENSATION INSURANCE	1,013	1,000	1,013
5244 REPAIR/MAINT. - OFFICE EQUIPMENT	0	0	0
5245 REPAIR/MAINT. - COMPUTERS	0	0	0
5253 SEMINARS/CONFERENCES	1,000	1,000	1,000
5255 TRAVEL/EXPENSES	0	0	0
5270 NEWSPAPER NOTICES	2,500	2,500	2,500
5271 DUES & PUBLICATIONS	1,100	1,100	1,100
5272 POSTAGE	2,500	2,500	2,500
5274 LIBRARY IL REPLACEMENT TAX PYMTS	80,000	80,000	80,000
5290 OTHER CONTRACTUAL	0	0	0

Village of Broadview
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ACCOUNT DESCRIPTION	Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
Commodities			
5316 OFFICE SUPPLIES	12,500	12,500	10,000
Capital Outlay			
5411 OFFICE EQUIPMENT	16,667	15,000	15,000
5413 COMPUTER HARDWARE/SOFTWARE	0	0	0
5414 BROADVIEW WEB PAGE	500	500	0
Debt Service			
5750 DEBT SERVICE - PRINCIPAL	0	0	0
5751 DEBT SERVICE - INTEREST	0	0	0
Other			
5505 CONTINGENCY	4,618	0	0
TOTAL DEPARTMENT EXPENDITURES	$ 466,681	$ 454,616	$ 482,482
MUNCIPAL BLDGS & GRNDS DEPARTMENT			
Personal Services			
5189 CUSTODIAL SERVICES	$ 32,051	$ 32,051	$ 33,548
Employee Benefits			
5275 EMPLOYEE HEALTH CARE PLAN	16,491	15,702	0
5275.2 EMPLOYEE LIFE INSURANCE	72	33	0
5275.3 EMPLOYEE VISION INSURANCE	171	154	0
5275.4 DENTAL INSURANCE - 7/1/06	811	813	0
Contractual Services			
5207 BUILDING - DECORATIONS	5,000	5,000	5,000
5217 LIABILITY INSURANCE	0	2,400	2,400
5218 VEHICLE INSURANCE	0	0	0
5219 WORKMENS COMPENSATION INS	1,918	2,000	0
5240 R & M - BUILDINGS	22,000	0	15,000
5241 R & M - GROUNDS	30,000	0	1,500
Commodities			
5304 FUEL FOR HEATING	4,200	4,200	4,200
5312 SUPPLIES - JANITORIAL	3,900	3,900	4,400
TOTAL DEPARTMENT EXPENDITURES	$ 116,613	$ 66,254	$ 66,048
TOTAL GENERAL GOVERNMENT EXPENDITURES	$ 1,387,179	$ 1,284,474	$ 1,254,009
GENERAL FUND - PUBLIC SAFETY EXPENDITURES			
BLDG CONTROLS/INSPECTION DEPARTMENT			
Personal Services			
5126 BUILDING COMMISSIONER	$ 93,600	$ 96,408	$ 96,408
5127 ZONING COORDINATOR	0	0	0
5128 INSPECTOR - PLUMBING	0	0	0
5129 INSPECTOR - ELECTRICAL	0	0	0
5130 INSPECTOR - BUILDING	39,522	39,522	45,762
5148 INSPECTOR - SIGN	500	0	0
5161 EXTERIOR HOUSE INSPECTORS	12,200	0	0
5188 ADMINISTRATIVE CLERK	46,365	75,000	102,400
Employee Benefits			
5275 EMPLOYEE HEALTH CARE PLAN	66,293	63,124	65,334
5275.2 EMPLOYEE LIFE INSURANCE	216	99	99
5275.3 EMPLOYEE VISION INSURANCE	614	556	556
5275.4 DENTAL INSURANCE	2,645	2,652	2,652
5276 RETIREE HEALTH CARE PLAN	0	0	0
5276.4 RETIREE DENTAL INSURANCE	0	0	0
5224 WELLNESS EXAMS	0	0	0
Contractual Services			
5201 PROFESSIONAL SERVICES	15,000	15,000	15,000
5201.1 HEARING OFFICER ATTORNEY	2,400	2,400	2,400
5202 LEGAL SERVICES	20,000	35,000	20,000
5202.1 INSPECTION - HEALTH/ELEVATOR	10,000	7,500	7,500
5202.2 INSPECTION - PLUMBING	44,850	44,850	44,850
5202.3 INSPECTION - ELECTRICAL	0	0	0

Village of Broadview
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ACCOUNT DESCRIPTION		Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
5202.4	INSPECTION - MECHANICAL	0	0	0
5205	TELEPHONE	1,750	1,750	1,750
5211	PRINTING & BINDING	0	0	0
5217	LIABILITY INSURANCE	19,910	19,910	19,910
5218	AUTOMOBILE INSURANCE	2,000	2,000	2,000
5219	WORKER'S COMP INS	6,994	6,994	6,994
5253	SEMINARS/CONFERENCES	5,000	5,000	5,000
5244	MAINTENANCE OFFICE EQUIPMENT	2,000	2,000	2,000
5246	INFORMATIONAL SRVCS - PROPERTY	7,500	6,000	7,500
5255	TRAVEL	1,500	1,500	1,500
5256	MAINTENANCE - AUTO	0	0	2,000
5249	MOTOR EQUIPMENT	0	0	0
5247	NUSIANCE ABATEMENTS	500	500	500
5261	COMPUTER PROGRAMMILG	5,000	5,000	5,000
5271	DUES & PUBLICATIONS	2,750	2,000	2,750
5272	POSTAGE	1,000	1,000	1,000
Commodities				
5302	GAS/OIL	6,500	6,500	2,500
5306	UNIFORMS	5,000	1,500	1,000
5316	SUPPLIES - OFFICE	3,000	3,000	7,000
5316.1	SUPPLIES - ZONING	500	500	500
5323	MEDICL EXAMS	250.00	250.00	250.00
Capital Outlay				
5407	AUTOMOTIVE EQUIPMENT,MAINTENANCE	0	0	0
5411	OFFICE EQUIPMENT	5,000	2,500	5,000
5413	COMPUTER HARDWARE/SOFTWARE/PROGRAM	2,500	2,500	2,500
5505	CONTINGENCY	2,681	2,536	7,000
	TOTAL DEPARTMENT EXPENDITURES	$ 435,539	$ 455,051	$ 486,615
	FIRE DEPARTMENT			
Personal Svs				
5134	CHIEF	$ 123,590	$ 123,590	$ 123,590
5135	DEPUTY CHIEF	113,490	116,327	116,327
5136	CAPTAINS	312,644	320,460	320,460
5137	LIEUTENANTS	191,395	196,180	196,180
5145	GRANT WRITER	8,000	7,000	8,000
5146	HOLIDAY PAY	105,000	105,000	105,000
5148	OVERTIME	115,000	150,000	150,000
5150	EDUCATION INCENTIVE	3,000	3,000	3,000
5156	FIREFIGHTERS	1,283,749	1,396,815	1,403,423
5157	Contract for Billing Fire/EMS	10,000	10,000	10,000
5158	TRAINING OFFICER	3,000	1,500	3,000
5160	Day Ambulance Labor	40,000	0	40,000
5162	INSPECTOR	199,912	102,455	102,926
5164	MECHANIC	4,000	9,000	8,000
5168	EMS COORDINATOR	2,000	2,000	3,500
5188	ADMINISTRATIVE CLERK	45,639	46,551	46,780
5505	CONTINGENCY	104,830.42	0	0
Employee Benefits				
5180	FIRE PENSION CONTRIBUTION	1,568,275	1,915,126	1,974,309
5275	EMPLOYEE HEALTH CARE PLAN	546,371	520,254	538,463
5275.2	EMPLOYEE LIFE INSURANCE	1,000	460	30,000
5275.3	EMPLOYEE VISION INSURANCE	5,400	4,891	5,400
5275.4	DENTAL INSURANCE	30,000	30,084	30,000
5276	RETIREE HEALTH CARE PLAN	48,726	46,397	48,726
5276.4	RETIREE DENTAL INSURANCE	14,155	14,194	14,155
Contractual Svs				
5202	LEGAL/PROFESSIONAL SERVICES	20,000	25,000	25,000
5205	TELEPHONE	24,000	24,000	24,000
5213	COLLECTION SERVICES	0	0	0
5217	LIABILITY INSURANCE	63,000	63,000	63,000
5218	VEHICLE INSURANCE	0	0	0
5219	WORKMENS COMPENSATION INS	217,425	217,425	217,425
5220	LEGAL SETTLEMENTS	0	0	0

Village of Broadview
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ACCOUNT DESCRIPTION		Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
5223	ASSESSMENT DIVISION 20	10,800	10,900	11,000
5224	WELLNESS MEDICAL EXAM-VAC	10,000	10,000	10,000
5231	R&M BREATHING EQUIPMENT	17,600	17,600	17,600
5432	MECHANICS EQUIPMENT	0	0	0
5240	REPAIR/MAINT - BUILDINGS	13,000	35,800	35,800
5241	REPAIR/MAINT - GROUNDS	3,000	3,000	1,500
5242	REPAIR/MAINT - RADIO EQUIPMENT	2,280	24,000	3,900
5243	REPAIR/MAINT - FIRE EQUIPMENT	2,500	11,000	11,000
5244	REPAIR/MAINT - OFFICE EQUIPMENT	0	11,000	11,000
5245	REPAIR/MAINT - COMPUTERS	10,070	7,000	7,000
5247	REPAIR/MAINT - FUEL TANKS	3,300	16,000	10,200
5248	REPAIR/MAINT - PARAMEDIC	4,400	4,400	6,000
5253	SEMINARS/CONFERENCES	3,000	5,000	3,000
5255	TRAVEL EXPENSE	1,400	1,400	2,000
5266	TRAINING SCHOOL	25,000	36,790	41,790
5271	DUES & PUBLICATIONS	4,000	4,100	4,100
5272	POSTAGE	0	900	900
5287	GAS FOR HEATING	6,000	6,000	6,000
5290	Other Contractual	10,000		10,000
Commodities				
5302	GAS/OIL	16,000	18,000	18,000
5306	UNIFORMS	32,000	33,200	36,520
5312	SUPPLIES - JANITORIAL	9,000	9,000	9,000
5314	SUPPLIES - FIRE PREVENTION	5,300	8,625	11,000
5316	SUPPLIES - OFFICE	6,500	6,500	3,000
5318	SUPPLIES - PARAMEDICS	12,000	10,422	33,270
5320	PHOTOGRAPHY	1,300	700	100
5323	MEDICAL EXAM-VACCINATIONS	0	0	0
5326	TOOL & SUPPLIES	10,000	10,000	8,000
5350	R&M MOTOR EQUIPMENT	40,400	56,600	43,450
Capital Outlay				
5403	BUILDING IMPROVEMENTS	11,250	11,250	11,250
5409	MACHINERY/EQUIPMENT	15,996	18,996	55,996
5413	COMPUTER HARDWARE/SOFTWARE	33,101	40,750	38,700
5433	MECHANIC TOOLS	15,000	15,000	8,000
5445	FIRE TRAINING EQUIPMENT	2,300	2,300	2,300
OTHER				
5505	CONTINGENCY	104,830.42	0	0
	TOTAL DEPARTMENT EXPENDITURES	$ 5,540,097	$ 5,896,942	$ 6,082,040
	POLICE DEPARTMENT			
Personal Services				
5134	CHIEF	$ 118,000	$ 129,884	$ 129,884
5135	DEPUTY CHIEF	$ 114,913	$ 119,269	$ 119,269
5137	LIEUTENANTS	211,044	219,044	219,044
5138	SERGEANTS	484,490	500,113	500,113
5139	SUPERVISOR OF SUPPORT SERVICES	96,425	100,571	100,571
5140	PATROLMEN	1,797,049	1,779,986	1,818,841
5141	TELECOMMUNICATIONS OFFICERS	316,801	320,771	320,771
5144	MATRON	300	0	300
5145	GRANT WRITER	8,000	8,000	7,000
5160	PART-TIME	0	13,000	40,000
5146	HOLIDAY PAY	150,000	150,000	150,000
5148	OVERTIME	200,000	200,000	185,000
5149	OFFICER'S COMPENSATORY TIME	0	0	0
5150	INCENTIVE EDUCATIONAL DAY	7,771	8,000	8,000
5151	POLICE DEPT.- RETROACTIVE PAY	0	0	0
5187	SECRETARY	59,466	60,804	60,804
5152	CROSSING GUARDS	24,636	25,000	31,700
Employee Benefits				
5180	POLICE PENSION CONTRIBUTION	953,234	1,365,400	1,277,636
5275	EMPLOYEE HEALTH CARE PLAN	700,000	666,540	689,869
5275.2	EMPLOYEE LIFE INSURANCE	3,000	1,379	1,379
5275.3	EMPLOYEE VISION INSURANCE	6,000	5,435	5,435

Village of Broadview
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ACCOUNT DESCRIPTION		Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
5275.4	DENTAL INSURANCE	30,000	30,084	30,084
5276	RETIREE HEALTH CARE PLAN	12,000	11,426	11,826
5276.4	RETIREE DENTAL INSURANCE	4,500	4,513	4,513
Contractual Services				
5201.1	HEARING OFFICER ATTORNEY	6,000	6,000	6,000
5201	PROFESSIONAL SERVICES	9,500	9,500	9,500
5202	LEGAL SERVICES	20,000	20,000	20,000
5205	TELEPHONE	50,000	50,000	50,000
5212	SOCIAL WORKER PROGRAM	2,000	0	0
5217	LIABILITY INSURANCE	60,000	60,000	60,000
5218	VEHICLE INSURANCE	5,000	5,000	5,000
5219	WORKMENS COMPENSATION INSURANCE	200,000	200,000	200,000
5224	WELLNESS EXAMINATION-VACCINATION			
5230	INVESTIGATIVE OPERATIONS	7,500	5,000	5,000
5240	R & M - BUILDINGS	15,000	10,000	5,000
5242	RADIO ROOM MAINTENANCE AG	3,000	3,000	3,000
5242.1	REPAIR/MAINT RADIO EQUIPMENT	50,000	50,000	50,000
5244	R&M OFFICE EQUIPMENT	3,000	2,500	1,500
5245	MAINTENANCE - COMPUTER	3,000	3,000	3,000
5249	MOTOR EQUIP - CONTRACT LABOR	0	0	0
5250	SHOOTING RANGE MAINTENANCE	12,500	15,000	15,000
5253	SEMINARS/CONFERENCES	7,500	7,500	5,000
5255	TRAVEL EXPENSE	5,000	5,000	4,000
5260	LEAD SERVICES	18,000	20,000	20,000
5262	INSTALLATION EQUIPMENT	7,500	7,500	7,500
5266	TRAINING SCHOOL EXPENSE	16,000	16,000	10,000
5269	TOWING & STORAGE EXPENSE	80,000	80,000	70,000
5271	DUES & PUBLICATIONS	2,500	2,500	2,500
5272	POSTAGE	7,000	7,500	7,000
5290.1	ANIMAL CONTROL	6,000	6,000	5,000
5290	OTHER CONTRACTUAL	15,000	15,000	12,500
5293	REPAIR/MAINT - OTHER EQUIPMENT	3,000	3,000	3,000
Commodities				
5302	GAS/OIL	55,000	55,000	55,000
5306	UNIFORMS	36,000	45,000	35,000
5316	SUPPLIES - OFFICE	10,000	15,000	15,000
5320	PHOTOGRAPHY	250	250	250
5322	SUPPLIES - RADIO/ELECTRON	750	750	750
5324	SUPPLIES - TRAINING AIDS	3,000	3,500	2,500
5326	TOOLS & SUPPLIES	8,000	8,000	8,000
5332	CRIME PREVENTION/RELATION	5,000	6,000	5,000
5333	DARE PROGRAM	2,500	3,000	0
5334	BOARD OF PRISONERS	2,500	2,500	2,500
5350	R&M MOTOR EQUIPMENT	20,000	20,000	20,000
Capital Outlay				
5407	AUTOMOTIVE EQUIPMENT	65,000	70,000	45,000
5411	OFFICE EQUIPMENT	6,000	10,000	7,500
5413	COMPUTER HARDWARE/SOFTWARE	15,000	15,000	15,000
5417	OTHER EQUIPMENT	23,000	30,000	20,000
5425	GRANT EXPNDITURE	0	0	0
5350.1	ACCIDELTS / SQUADS	2,500	2,500	2,500
5428	MOBILE TERMILAL EQUIPMENT	12,000	14,000	10,000
5430	RADIO EQUIPMENT	25,000	32,000	25,000
Other				
5503	FORFEITED FUNDS EXPENDITURES	1,000	1,000	1,000
5505	CONTINGENCY	197,359	0	0
	TOTAL DEPARTMENT EXPENDITURES	$ 6,401,488	$ 6,661,719	$ 6,561,541
TOTAL PUBLIC SAFTEY EXPENDITURES		$ 12,377,124	$ 13,013,713	$ 13,130,196

GENERAL FUND - PUBLIC WORKS EXPENDITURES

STREETS DEPARTMENT

Personal Services

Village of Broadview
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ACCOUNT DESCRIPTION		Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
5148	OVERTIME	$ 25,000	$ 25,000	$ 25,000
5159	SEASONAL EMPLOYEES	23,360	23,360	50,000
5164	MECHANIC	66,833	66,833	66,833
5165	DIRECTOR OF PUBLIC WORKS	49,400	49,400	49,400
5170	EMPLOYEE WAGES	331,904	331,904	255,121
5188	ADMINISTRATIVE CLERK	33,115	34,108	43,683
Employee Benefits				
5275	EMPLOYEE HEALTH CARE PLAN	125,000	119,025	123,191
5275.2	EMPLOYEE LIFE INSURANCE	8,400	3,862	3,862
5275.3	EMPLOYEE VISION INSURANCE	1,500	1,359	1,359
5275.4	DENTAL INSURANCE	1,000	1,000	1,000
5276	RETIREE HEALTH CARE PLAN	750	714	739
5276.4	RETIREE DELTAL INS	295	0	0
Contractual Services				
5201	PROFESSIONAL SERVICES	40,000	40,000	40,000
5202	LEGAL PROFESSIONAL SERVIC	11,000	20,000	15,000
5205	TELEPHONE	14,500	14,500	19,000
5209	TREE REMOVAL & TRIMMING	15,000	15,000	15,000
5218.1&5615	WORKER'S COMPENSATION INSURANCE	0	0	0
5217	LIABILITY INSURANCE	38,167	35,767	41,500
5218	VEHICLE INSURANCE	4,536	0	0
5219	RENTAL OF BARICADES	500	0	0
5235	TREE REPLACEMENT	8,000	8,000	4,000
5239	REPAIR/MAINT. - TRAFFIC LIGHTS	2,000	2,000	2,000
5240	REPAIR/MAINT - BUILDING	10,000	50,000	25,000
5241	R & M: GROUNDS	47,000	60,000	25,000
5242	REPAIR/MAINT. - RADIO SYSTEM	0	0	0
5244	R & M: OFFICE EQUIPMENT	0	0	0
5233	STREET LIGHTING	68,000	0	0
5236	REPAIR/MAINT. - STREETS	50,000	40,000	35,000
5237	STREET MAINTENANCE *	0	0	0
5237.2	SIDEWALK RECONSTRUCTION	20,000	20,000	20,000
5238	REPAIR/MAINT. - STREET LIGHTS	20,000	112,000	60,000
5226	J.U.L.I.E	100	100	100
5253	SEMINARS/CONFERENCES	3,000	1,200	1,200
5268	UNIFORM RENTAL	13,500	13,500	13,500
5269	TOWING & STORAGE EXPENSE	500	500	250
5271	DUES & PUBLICATIONS	0	0	0
5274	IEPA BROWNSFIELD EXPENSES	0	0	0
5283	RODENT CONTROL	5,000	5,000	2,000
5289	DUMPING FEES - FORESTRY	0	0	0
5289.1	DUMPING FEES - STREET SPOILS	0	0	0
Commodities				
5302	GAS/OIL	22,500	22,500	20,000
5316	SUPPLIES - OFFICE	2,500	7,500	7,500
5326	MEDICAL EXAM-VACCINATIONS *	1,500	1,500	1,000
5327	SUPPLIES - SNOW & ICE CON	40,000	40,000	64,000
5326	TOOLS & SUPPLIES	10,000	15,000	10,000
5328	LEAFING SUPPLIES	5,000	5,000	5,000
5341	PLOWING EQUIPMENT	0	0	0
5342	STREET SIGNS	7,500	7,500	7,500
5346	STREET MATERIAL PAINT	0	0	0
5348	WEED CONTROL	1,500	2,000	1,500
5350	REPAIR/MAINT. - MOTOR EQUIPMENT	0	0	0
5352	REPAIR/MAINT. - PARKWAYS	0	0	10,000
5358	R & M: FORESTRY EQUIPMENT	0	0	0
Capital Outlay				
5409	MACHINERY/EQUIPMENT	0	0	0
5420	DISC CHIPPER - STREET EQUIPMENT	0	0	0
5425	STREET SWEEPER/STREET EQUIP	0	0	0
5433	MECHANIC TOOLS	0	0	0
5437	ENCLOSED SALT BIN (FY16 Apron)	0	0	0
5457	PAVING PROJECT	0	0	0
5459	EQUIPMENT	0	0	0
5407	VEHICLES	0	0	0

Village of Broadview
Proposed ANNUAL BUDGET FOR THE FISCAL YEAR ENDED4/30/21
May 1, 2020 Through April 30, 2021

ACCOUNT DESCRIPTION	Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
5413 COMPUTER HARDWARE/SOFTWARE	0	0	0
Other			
52-5275 PACE PROGRAM FEES	1,200	1,143	1,200
52-5290 OTHER CONTRACTUAL	2,000	2,000	2,000
52-5302 GAS/OIL	960	960	960
5220 LEGAL SETTLEMENTS	0	0	0
5505 CONTINGENCY	24,968	24,968	0
TOTAL DEPARTMENT EXPENDITURES	$ 1,156,987	$ 1,224,202	$ 1,069,397
TOTAL GENERAL EXPENDITURES	14,921,290	15,522,388	15,453,602
EXCESS 0F REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES	404,766	532,636	**30,664**
OTHER FINANCING SOURCES (USES)			
PROCEEDS FROM DEBT ISSUANCE	272,425	-	228,075
DEBT SERVICE FUND	(28,176)	(218,227)	(57,505)
RECAPTURE OF TIF EXPENSES	-	-	-
SALE OF CAPITAL ASSET			
OPERATING TRANSFER TO CDBG	(145,623)		-
OPERATING TRANSFER TO GARBAGE FUND	-	-	-
OPERATING TRANSFER TO CAPITAL INPROVEMENT FUND	(272,425)	-	(228,075)
OPERATING TRANSFER TO ILLINOIS MUNICIPAL RETIREMENT FUND	(228,082)	(267,000)	(945,836)
TOTAL TRANSFERS	(401,881)	(485,227)	(1,003,341)
GENERAL FUND EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES	$ 2,885	$ 47,409	**$ (972,677)**

GARBAGE FUND

REVENUES			
Charges for Services			
4056 SELL OF RECYCLING BINS	$ -	$ -	$ -
4060 RUBBISH BILLINGS	650,000	650,000	650,000
4062 TRASH & COMPOST TAG REVENUES	20,000	20,000	20,000
Fines & Forfeitures			
4066 RUBBISH PENALTIES	15,000	1,500	13,000
Investment Income			
4070 INTEREST INCOME	20	-	20
TOTAL REVENUES	$ 685,020	$ 671,500	$ 683,020
EXPENDITURES			
Personal Services			
5188 ADMINSTRATIVE CLERK	$ -	$ -	$ -
5159 SEASONAL EMPLOYEES	0	0	0
5170 EMPLOYEE WAGES	0	0	0
Contractual Services			
5280 RUBBISH / GARBAGE REMOVAL	469,200	425,000	420,000
LEGAL PROFESSIONAL SERVIC	0	0	0
5281 TRASH AND COMPOST TAG EXP	14,000	8,000	14,000
5283 RODENT CONTROL	0	0	0
5289 DUMPING FEES	144,000	136,000	144,000
TOTAL EXPENDITURES	$ 627,200	$ 569,000	$ 578,000
OTHER FINANCING SOURCES (USES)			
OPERATING TRANSFER FROM GENERAL FUND			
TOTAL TRANSFERS	$ -	$ -	$ -
EXCESS 0F REVENUES OVER EXPENDITURES	$ 57,820	$ 102,500	$ 105,020

Village of Broadview
Proposed ANNUAL BUDGET FOR THE FISCAL YEAR ENDED4/30/21
May 1, 2020 Through April 30, 2021

ACCOUNT DESCRIPTION	Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)			
REVENUES			
Property Taxes			
PROPERTY TAXES	$ 250,920	$ 212,066	$ 213,567
Investment Income			
4070 INTEREST INCOME	-	-	-
Other			
4098 MISCELLANEOUS	-	-	-
TOTAL REVENUES	$ 250,920	$ 212,066	$ 213,567
EXPENDITURES			
Employee Benefits			
5610 IMRF EXPENDITURES	$ 205,359	$ 205,359	$ 186,101
5620 SOCIAL SECURITY TAX	$ 121,723	$ 121,723	$ 440,130
5625 MEDICARE	$ 119,920	$ 119,920	$ 93,708
5630 UNEMPLOYMENT TAX	$ 32,000	$ 32,000	$ 439,464
TOTAL EXPENDITURES	$ 479,002	$ 479,002	$ 1,159,403
EXCESS 0F REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES	(228,082)	(266,936)	(945,836)
OTHER FINANCING SOURCES (USES)			
OPERATING TRANSFER FROM GENERAL FUND	228,082	267,000	945,836
TOTAL TRANSFERS	228,082	267,000	945,836
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES	$ -	$ 64	$ -
MOTOR FUEL TAX (MFT) FUND			
REVENUES			
Intergovernmental			
4025 MOTOR FUEL TAX (STATE)	$ 204,000	$ 210,000	$ 225,000
4083 GRANT	-	145,000	-
Investment Income			
4070 INTEREST INCOME	1,675	1,500	300
TOTAL REVENUES	$ 205,675	$ 356,500	$ 225,300
EXPENDITURES			
Personal Services			
5170 EMPLOYEE WAGES	$ -	$ -	$ -
Contractual Services			
5201 PROFESSIONAL SERVICES	0	431,000	227,500
5232 STREET LIGHTING	0	68,000	68,000
5232.1 REPAIR& MAINT -STREET LIGHTS			
5237 STREET MAINTENANCE			
5238.1 SIDEWALK RECONSTRUCTION	0	0	0
5238.2 STREET REPAVING	0	598,000	1,003,925
Capital Outlay			
5409 BUCKET TRUCK	0	0	0
TOTAL EXPENDITURES	$ -	$ 1,097,000	$ 1,299,425
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES	$ 205,675	$ (740,500)	$ (1,074,125)
COUNTY DEVELOPMENT BOARD GRANT (CDBG) FUND			
REVENUES			
Intergovernmental			
4026 COOK COUNTY GRANT	$ 400,000	$ 300,000	$ 190,000

Village of Broadview
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May 1, 2020 Through April 30, 2021

ACCOUNT DESCRIPTION		Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
Investment Income				
4086	TRANSFER FROM17TH AVE NORTH TIF	145,623	245,623	215,112
4070	INTEREST INCOME	-	-	-
TOTAL REVENUES		$ 545,623	$ 545,624	$ 405,112
	EXPENDITURES			
Co 5201	PROFESSIONAL SERVICES	-	-	80,000
5236	STREET RECONSTRUCTION	$ 545,623	$ 545,623	$ 325,112
5238	ALLEY RECONSTRUCTION	-	-	-
TOTAL EXPENDITURES		$ 545,623	$ 545,623	$ 405,112
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES		$ -	$ 1	$ -

Roosevelt Road TIF Fund

	REVENUES			
Property Taxes				
4001	PROPERTY TAXES	250,000	600,000	515,000
Investment Income				
4073	INTEREST INCOME	3,500	3,200	500
Operating Transfer				
4086	Operating Transfer Out			(215,112)
TOTAL REVENUES		$ 253,500	$ 603,200	$ 300,388
	EXPENDITURES			
Contractual Services				
5202	LEGAL SERVICES	20,000	20,000	10,000
5203	OTHER CONTRACTUAL	-	-	-
5229	TIF PROGRAM DISBURSEMENTS	19,658	19,658	19,658
5201	PROFESSIONAL SERVICES	0	0	0
5204	AUDIT SERVICES	3,250	3,250	3,250
5237	STREET RECONSTRUCTION (Parking Lot) *	333,338	130,000	0
5257	GRANT/PROGRAM EXPENDITURES	600,000	300,000	350,000
5279	ELECTRIC - COMED	0	0	0
5287	GAS FOR HEATING	2,000	2,000	2,000
5291	REPAIRS & MAINTENANCE *	0	0	0
5403	BUILDING IMPROVEMELTS *	0	0	0
Other				
5206	REFUND OF TIF TAXES	26,000	26,000	28,000
5505	CONTINGENCY-BROWNSFIELD LOAN	118,954	118,954	118,954
TOTAL EXPENDITURES		$ 1,123,200	$ 619,862	$ 531,862
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES		$ (869,700)	$ (16,662)	$ (231,474)

17TH Avenue TIF-North

	REVENUES			
Property Taxes				
4001	PROPERTY TAXES	$ -	$ -	$ -
4086	OPERATING TRANSFER IN	$ -	$ -	$ 215,112
4086	OPERATING TRANSFER OUT	$ -	$ -	$ (215,112)
Investment Income				
4070	INTEREST INCOME	12	12	12
TOTAL REVENUES		$ 12	$ 12	$ 12
	EXPENDITURES			
Contractual Services				
5201	PROFESSIONAL SERVICES	0	0	0

Village of Broadview
Proposed ANNUAL BUDGET FOR THE FISCAL YEAR ENDED4/30/21
May 1, 2020 Through April 30, 2021

ACCOUNT DESCRIPTION	Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
5202 LEGAL SERVICES	1,500	0	0
5203 OTHER CONTRACTUAL	0	0	0
5204 AUDIT SERVICES	0	0	0
5501 REFUND RET TAX DISBURSEMENTS *	0	0	0
5505 CONTINGENCY			0
TOTAL EXPENDITURES	$ 1,500	$ -	$ -
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES	$ (1,488)	$ 12	$ 12

19TH Street TIF FUND

REVENUES			
Property Taxes			
4001 PROPERTY TAXES	$ 130,000	$ 128,000	$ 150,000
Investment Income			
4070 INTEREST INCOME	300	150	50
TOTAL REVENUES	$ 130,300	$ 128,150	$ 150,050
EXPENDITURES			
Contractual Services			
5201 PROFESSIONAL SERVICES	$ -	$ -	$ -
5202 LEGAL & PROFESSIONAL SERVICES	$ -	$ -	$ -
5204 AUDIT SERVICES	$ 3,250	$ 3,250	$ 3,250
5229 TIF DISB - ALB	$ 126,750	$ 126,000	$ 146,750
TOTAL EXPENDITURES	$ 130,000	$ 129,250	$ 150,000
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES	$ 300	$ (1,100)	$ 50

DEBT SERVICE FUND

REVENUES			
Property Taxes			
4001 PROPERTY TAXES	1,060,049	627,743	1,039,833
Investment Income			
4070 INTEREST INCOME	-	-	-
TOTAL REVENUES	$ 1,060,049	$ 627,743	$ 1,039,833
EXPENDITURES			
Debt Service			
5705 PRINCIPAL-ANNUAL ROLLOVER	975,000	740,000	1,020,000
5710 INTEREST - ANNUAL ROLLOVER	19,500	20,720	20,400
5712 PRINCIPAL - 2003 A	18,599	18,599	16,253
5715 PRINCIPAL 2015	565,000	590,000	605,000
5758 INTEREST - 2003 A	21,401	21,401	23,747
5760 INTEREST 2015	90,450	73,500	55,800
5780 FISCAL CHARGES	0	0	0
TOTAL EXPENDITURES	$ 1,689,950	$ 1,464,220	$ 1,741,200
EXCESS 0F REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES	$ (629,901)	$ (836,477)	$ (701,367)
OTHER FINANCING SOURCES (USES)			
DEBT ISSUANCE - BONDS	650,225	666,750	971,925
BOND ISSUANCE COSTS	(48,500)	(48,500)	(48,500)
TRANSFER FROM GENERAL FUND	28,176	218,227	57,505
TOTAL TRANSFERS	629,901	836,477	980,930
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES	$ -	$ (0)	$ 279,563

Village of Broadview
Proposed ANNUAL BUDGET FOR THE FISCAL YEAR ENDED4/30/21
May 1, 2020 Through April 30, 2021

ACCOUNT DESCRIPTION	Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
CAPITAL PROJECTS FUND			
REVENUES			
Property Taxes			
4001 PROPERTY TAXES	-	-	-
Investment Income			
4070 INTEREST INCOME	-	-	-
Other			
4092 RENTALS - PROPERTIES	50,400		-
4083 GRANT FUNDS	-	577,615	-
4098 MISCELLANEOUS	-	-	-
TOTAL REVENUES	$ 50,400	$ 577,615	$ -
EXPENDITURES			
Contractual Services			
5201 PROFESSIONAL SERVICES	170,000	535,000	0
5202 LEGAL SERVICES	0	0	0
5208 BANK FEES	0	0	0
5224 PROPERTY TAX PAYMENTS	0	0	0
Capital Outlay			
5237 STREET RECONSTRUCTION	1,029,372	582,000	0
5401 BUILDING (ROOF & AIR)	265,013	2,040,000	0
5407 AUTOMOTIVE EQUIPMENT	0	0	0
5408 PURCHASE OF EQUIPMENT	550,000	519,000	-
5413 COMPUTER HARDWARE/SOFTWARE/NETWORKING	-	-	-
TOTAL EXPENDITURES	$ 2,014,385	$ 3,676,000	$ -
OTHER FINANCING SOURCES (USES)			
BOND PROCEEDS	11,000,000	308,250	228,075
OPERATING TRANSFER to CDBG	272,425	(245,623)	
TOTAL TRANSFERS	11,272,425	62,627	228,075
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES	$ 9,308,440	$ (3,035,758)	$ 228,075
WATER FUND			
REVENUES			
Charges for Services			
4004 WATER TOWER RENTERS	34,320	31,000	42,000
4062 TURN-ON FEE	7,500	7,500	2,500
4064 WATER SALES	2,850,000	3,000,000	2,900,000
4065 SEWERAGE CHARGES	350,000	380,000	335,000
4067 WATER METER SALES	14,000	-	3,000
4069.1 JOINT WATER COMMISSION - WAGE REIMBURS			
4084 ADMIN FEE - SHUT OFF LIST	15,000	5,000	-
4085 CROSS CONNECTION FEES	24,000	30,000	33,000
Fines & Forfeitures			
4066 PENALTIES	60,000	60,000	38,000
Investment Income			
4070 INTEREST INCOME	400	-	400
4074 INTEREST INCOME WATER TOWER	-	750	200
Other			
4080 REIMBURSEMENT OF VILLAGE EXPENSE			
4035 NSF CHECK FEES	-	-	-
4090 & 4097 MISCELLANEOUS	500	500	500
8083 IEPA LOAN	-	-	6,000,000
TOTAL REVENUES	$ 3,355,720	$ 3,514,750	$ 9,354,600

Village of Broadview
Proposed ANNUAL BUDGET FOR THE FISCAL YEAR ENDED4/30/21
May 1, 2020 Through April 30, 2021

ACCOUNT DESCRIPTION	Actuals FY19(A)	Actuals FY20(B)	Budget FY21 (B)
EXPENDITURES			
Personal Services			
5170 WAGES, PW EMPLOYEES	122,215	122,215	114,948
5108 COLLECTOR	27,192	28,824	28,824
5165 DIRECTOR OF PUBLIC WORKS	49,400	49,400	49,900
5188 ADMINISTRATIVE CLERK	40,127	40,127	37,442
5610 IMRF EXPENDITURE	0	0	0
5620 SOCIAL SECURITY	0	0	0
5625 MEDICARE	0	0	0
5630 UNEMPLOYMENT TAX	0	0	0
5148 OVERTIME	0	0	0
Contractual Services			
5217 LIABILITY INSURANCE	31,200	31,200	41,000
5218 VEHICLE INSURANCE	0	0	0
5201 PROFESSIONAL SERVICES	85,000	78,000	735,000
5219 WORKMANS COMPENSATION INS	10,115	10,000	10,000
5203 CC INSPECTIONS	38,500	40,000	40,000
5202 PROFESSIONAL & LEGALSERVICES	1,610	2,000	0
5234 MAINTENANCE - MATERIAL	2,500	2,500	1,000
5267 RENTAL - EQUIPMENT	3,000	3,000	1,500
5272 POSTAGE	13,500	13,750	10,000
5226 J.U.L.I.E	1,500	1,500	1,500
5249 MOTOR EQUIPMENT - CONTRACT LABOR	0	0	0
5250 50-50 FLOOD CONTROL ASSISTANCE *	12,500	12,500	12,500
5326 Tools and Supplies (78)	3,000	3,000	1,500
5350 R&M MOTOR EQUIPMENT	0	0	0
8809 INTERST - IEPA LOAN	0	0	0
6840 IEPA-NPDES PERMITS	1,000	1,000	1,000
5256 R&M SEWER JET	0	0	0
Commodities			
5375 PURCHASES - WATER METERS	6,000	0	2,000
5377 PURCHASES - HYDRANT	20,000	20,000	10,000
5287 GAS FOR HEATING	4,500	5,500	6,000
5302 GAS/OIL(76)	13,500	10,500	10,500
5326 SUPPLIES AND TOOLS	2,000	2,000	1,500
5267 RENTAL EQUIPMENT	0	0	15,000
Capital Outlay			
5206 STREET SWEEPER (MULTI USE VEHICLE)	0	0	0
5240 BUILDING REPAIR MAINTENANCE	2,500	2,500	4,000
5455 VEHICLE	0	0	0
5450 EMERGENCY WATER MAIN	250,000	200,000	250,000
5400 CAPITAL OUTLAY	0	0	5,600,000
5409 MACHINERY/EQUIPMENT (new Vactor Truck)	0	0	0
5453 IMPROVEMENTS-WATER MAIN	0	650,000	0
Transmission/Distribution			
6810 COST OF WATER PURCHASED	2,100,000	2,500,000	2,100,000
6827 REPAIR/MAINT - MAINS	600,000	200,000	450,000
6829 REPAIR/MAINT - METERS *	1,200,000	1,200,000	0
6830 REPAIR/MAINT - METER PARTS	20,000	0	0
6831 REPAIR/MAINT - HYDRANTS	15,000	15,000	20,000
5281 REPAIR/MAINT - SEWER SYSTEM	250,000	200,000	100,000
6833 REPAIR/MAINT - WATER TANK	875,000	0	571,770
TOTAL EXPENDITURES	$ 5,800,859	$ 5,444,516	$ 10,226,884
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES	$ (2,445,139)	$ (1,929,766)	$ (872,284)