

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN PURCHASE AND SALE OF TELECOM EASEMENT AND ASSIGNMENT AGREEMENT WITH LANDMARK INFRASTRUCTURE HOLDING COMPANY, LLC 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, Landmark Infrastructure Holding Company, LLC, a Delaware limited liability company (“Landmark”) has provided a certain Purchase and Sale of Telecom Easement and Assignment Agreement and ancillary documents related thereto (collectively, the “Agreement”) incorporated herein by reference; and

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board”) (collectively, the “Corporate Authorities”) have determined that it is necessary and in the best interests of the Village to authorize and approve the Agreement from Landmark;

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 approve and authorize the Agreement with Landmark, incorporated herein by reference.

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. APPROVAL 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 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 and any related transaction documents. The President or her designee is hereby authorized

and instructed, acting alone without any further approvals or authorizations, to negotiate with Landmark, and to execute and deliver to Landmark, any and all purchase and sale agreements, easements, assignments, consents, settlement statements, certificates and any and all other documents of any type or nature that may be required by Landmark in connection with the transaction contemplated in the Agreement or the transaction documents. The Municipality hereby acknowledges that Landmark and Westcor Land Title Insurance shall be entitled to rely on the resolutions set forth herein, and a material consideration of Landmark entering into the Transaction Documents. 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, including the certifications as set forth in Exhibit A, attached hereto and incorporated herein. The Clerk is directed to attach a copy of the meeting minutes demonstrating the passage and approval of this Resolution as Exhibit B. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this Resolution are hereby approved and ratified, and irrevocable. The Village hereby acknowledges that Landmark and Westcor Land Title Insurance shall be

entitled to rely on the resolutions set forth herein, and a material consideration of Landmark entering into the Agreement. To the extent that any requirement of bidding would be applicable to the Agreement described herein, the same is hereby waived.

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.

ADOPTED by the Village Board of the Village of Broadview, Cook County, Illinois on this ___ day of _____ 2022, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Miller				
Senior				
Shelby				
Armour				
Abraham				
Chao-Malave				
(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 _____ 2022.

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

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

EXHIBIT A

CERTIFICATE OF RECORDING OFFICER

The attached Resolution is a true and correct copy of the Resolution, as regularly adopted at a legally convened meeting of the Village of Broadview, an Illinois municipal corporation, duly held on the _____ day of _____, 2022; and further that such Resolution has been fully recorded in the Official Record Book in my office.

In witness thereof, I have hereunto set my hand this ____ day of _____, 2022.

By: _____

Name: _____

Title: _____

EXHIBIT B
MEETING MINUTES

To be attached after meeting minutes are approved in accordance with law.

PURCHASE AND SALE OF TELECOM EASEMENT AND ASSIGNMENT AGREEMENT

THIS PURCHASE AND SALE OF TELECOM EASEMENT AND ASSIGNMENT AGREEMENT ("**Agreement**") dated _____, 20____ (the "**Effective Date**") is by and between **VILLAGE OF BROADVIEW**, an Illinois municipal corporation ("**Grantor**") and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("**Grantee**");

1. **PURCHASE AND SALE OF EASEMENT AND ASSIGNMENT OF TELECOM AGREEMENTS.**

Grantor owns certain real property and the water tower located at 2350 S. 25th Ave., in the Village of Broadview, in the County of Cook, State of Illinois, as more fully described in the legal description attached hereto and incorporated herein as **Exhibit A** (the "**Property**"). Grantor hereby grants and conveys to Grantee an exclusive easement for the Term (as defined below) of this Agreement, in, to, under and over portion or portions of the Property as more fully described in **Exhibit B** attached hereto (the "**Telecom Easement**") for the telecommunications-related activities set forth in the Existing Telecom Agreement, as defined herein. Grantor hereby sells, transfers and assigns to Grantee all of Grantor's right, title and interest in and to a certain lease, and any amendments thereto, copies of which are attached hereto as **Exhibit C** (the "**Existing Telecom Agreement**"); provided however, Grantor shall retain and continue to faithfully perform and discharge any and all of Grantor's obligations as lessor under the Existing Telecom Agreement, except to the extent any such Existing Telecom Agreement requires Grantee to assume such obligations as lessor, in which case, the parties hereto shall be jointly and severally liable for the faithful performance and discharge of such obligations. Subject to the Existing Telecom Agreement, Grantee's use of the Easement shall not interfere with Grantor's use of the water tower for water services, it being understood that the Telecom Tenant's (as hereinafter defined) current use of the Property does not interfere with the rights therein.

2. **PURCHASE PRICE.** On or about the Effective Date, Grantee shall pay to Grantor a one-time, lump-sum payment in an amount equal to Four Hundred Sixty-One Thousand Nine Hundred Thirty and No/100 Dollars (\$461,930.00) (the "**Purchase Price**"). In the event that any tenant or tenants under the Existing Telecom Agreement (each, a "**Telecom Tenant**") pays to Grantor any fees other than base rent and any escalations thereto, for the purpose of utility service or taxes, such fees shall continue to be paid by Telecom Tenant to Grantor, although Grantee may collect and distribute same.

3. **TERM.** Commencing on the Effective Date, the term of this Agreement and the Telecom Easement shall be thirty (30) years. Grantor may not terminate this Agreement. In the event that Grantee voluntarily ceases to use the Telecom Easement for a continuous period of five (5) consecutive years the Telecom Easement shall be deemed abandoned and automatically terminate.

4. **REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that: (a) the execution, delivery and performance by Grantor of this Agreement does not and will not violate any agreement to which Grantor is a party including mortgages and deeds of trust, or violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject; (b) Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Telecom Easement (or any portion thereof) or in and to the Existing Telecom Agreement; (c) To the best of Grantor's knowledge, Grantor has not breached or defaulted on any of Grantor's obligations under the Existing Telecom Agreement, and Grantor is further not aware of any breach or default by the Telecom Tenant under the Existing Telecom Agreement; (d) at no time prior to the date hereof has Grantor delivered or received notice of a breach or default by either Grantor or Telecom Tenant under the Existing Telecom Agreement or notice of any fact, condition or circumstance which would constitute a breach or default by either Grantor or Telecom Tenant under the Existing Telecom Agreement; (e) neither Telecom Tenant, nor its agents or contractors has notified Grantor of any intention or desire to terminate the Existing Telecom Agreement or surrender or abandon the leased premises; and (f) Grantor will forward any rent payments received from Telecom Tenant (excluding the rental amounts withheld from the disbursement and reflected on the Settlement Statement at Closing), to Grantee within 5 business days of receipt thereof. All representations and covenants by Grantor contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of closing, shall be deemed to be material,

and shall survive the execution, commencement and delivery of this Agreement, the Easement and Assignment of Lease Agreement attached hereto as Exhibit D (the “**Easement Agreement**”), and recordation thereof.

5. **GRANTOR ESTOPPEL.** The Grantor certifies that: (a) the Existing Telecom Agreement is presently in full force and effect and unmodified, and Grantee has been provided with a full and complete copy thereof; (b) any improvements to be made by the Telecom Tenant have been completed to the satisfaction of the undersigned and any and all other special conditions to be performed by the Telecom Tenant pursuant to the Existing Telecom Agreement have been performed and satisfied; (c) the Telecom Tenant’s obligations to pay rent have commenced in full and the Telecom Tenant is currently paying the schedule rent set forth in the Existing Telecom Agreement; (d) except as set forth in the Existing Telecom Agreement, no rents have been paid more than thirty (30) days in advance of their due dates; and (f) the Telecom Tenant is not in default under the Existing Telecom Agreement as of the Effective Date, and has no claim of setoff under the Existing Telecom Agreement or otherwise against rents or other charges due or to become due thereunder.

6. **REPRESENTATIONS OF GRANTEE.** Grantee represents and warrants to Grantor, as of the date hereof, that: (a) this Agreement and all other documents executed by Grantee constitute the legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with their terms; and (b) Grantee is a validly existing limited liability company and the signatory of this document has the authority to do so under the documents forming the existence of the limited liability company. The execution, delivery and performance by Grantee of this Agreement does not and will not violate or conflict with any provision of Grantee's organizational documents or of any agreement to which Grantee is a party or conflict with any law, rule, regulation, judgment, order or decree to which Grantee is subject.

7. **INDEMNIFICATION.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including attorney fees) caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

8. **FURTHER ASSIGNMENT.** Upon the Effective Date Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest in and to this Agreement. This Agreement and the Telecom Easement may be assigned to secured parties, successors-in-interest, acquiring entities or individuals, and any other party to whom Grantee may be required to provide collateral or demonstrate credit-worthiness.

10. **NOTICES.** All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered to **Grantor**: at 1812 S. 16th, Broadview, IL, 60155 and to **Grantee**: c/o Landmark Dividend LLC, P.O. Box 3429, 400 Continental Blvd., Suite 500, El Segundo, CA 90245.

11. MISCELLANEOUS.

- a. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect.
- a. **Amendments, Etc.** This Agreement may not be amended or modified unless in writing signed by the parties and consented to by any lender of Grantee that has delivered notice of its status and its notice address to Grantor. No act or failure to act shall be deemed to constitute an amendment, modification or termination hereof. This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.
- b. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and successors and assigns of the parties to this Agreement. The rights of Grantee under the Telecom Easement shall run with the land upon which the Telecom Easement is located.
- c. **Recording and Memorandum.** Grantor and Grantee shall, on or after the Effective Date, acknowledge, execute and record the exchange of rights created under this Agreement in the Easement Agreement.

Grantee's interest in this Agreement and the Telecom Easement is intended to be, and shall be, an interest in real property.

- d. **Attorneys' Fees.** In any action or proceeding brought to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, whether through arbitration or a court of competent jurisdiction. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the highest rate permitted by applicable law.
- e. **Further Assurances.** Grantor and Grantee hereby agree that Grantee shall, at any time and from time to time, in its reasonable discretion, require the Grantor to execute such documents or instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and consummate the transactions contemplated in this Agreement. The covenant contained in this clause shall survive the execution, delivery and recordation of the Telecom Easement contemplated hereby.
- f. **Specific Performance.** The parties understand and agree that the Telecom Easement is unique and for that reason, among others, Grantee will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any breach or default in or of this Agreement or any of the warranties, terms or provisions hereof by Grantor, Grantee shall have, in addition and without prejudice to any right or remedy available at law or in equity, the right to demand and have specific performance of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

VILLAGE OF BROADVIEW, an Illinois municipal corporation

By: _____

Name: _____

Its: _____

GRANTEE:

LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF LOTS 78, 79 AND 80 AND PART OF LOT "B" TOGETHER WITH PARTS OF VACATED 14TH STREET AND 26TH AVENUE IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION HOME ADDITION IN THE NORTHWEST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT "B" AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 21, BEING THE CENTERLINE OF 25TH AVENUE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B" A DISTANCE OF 307.66 FEET TO A POINT 15 FEET SOUTHWESTERLY RADially FROM THE CENTERLINE OF AN EXISTING SPUR RAILROAD TRACT FOR THE PLACE OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B" A DISTANCE OF 177.51 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT BEING THE SOUTHWESTERLY LINE OF SAID LOT "B" HAVING A RADIUS OF 716 FEET FOR AN ARC LENGTH OF 42.49 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 21 A DISTANCE OF 74 FEET; THENCE NORTHEASTERLY ALONG A LINE HAVING A DEFLECTION OF 47 DEGREES 42 MINUTES 26 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 46.44 FEET; THENCE EAST ALONG A LINE HAVING A DEFLECTION OF 42 DEGREES 17 MINUTES 34 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 43.00 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 42.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 20.00 FEET TO A POINT WHICH IS 15.00 FEET SOUTHWESTERLY RADially FROM THE CENTERLINE OF AN EXISTING SPUR RAILROAD TRACK; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460 FEET AND AN ARC LENGTH OF 260.74 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TOGETHER ALL RIGHTS OF INGRESS AND EGRESS AS CONVEYED IN THE EASEMENT AGREEMENT BETWEEN THE CECO CORPORATION, A DELAWARE CORPORATION, AND THE VILLAGE OF BROADVIEW, A MUNICIPAL CORPORATION, DATED NOVEMBER 22, 1978, AND RECORDED NOVEMBER 30, 1978, AS INSTRUMENT NO. 24742831 IN COOK COUNTY, ILLINOIS.

PARCEL NO. 15-21-202-082-0000 & A PORTION OF PARCEL NO. 15-21-202-104-0000

THIS BEING THE SAME PROPERTY CONVEYED TO THE VILLAGE OF BROADVIEW A MUNICIPAL CORPORATION FROM THE CECO CORPORATION, A CORPORATION IN DEED DATED NOVEMBER 22, 1978, AND RECORDED NOVEMBER 30, 1978, AS INSTRUMENT NO. 24742830.

EXHIBIT B

TELECOM EASEMENT

THAT PART OF LOTS 78, 79 AND 80 AND PART OF LOT "B" TOGETHER WITH PARTS OF VACATED 14TH STREET AND 26TH AVENUE IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION HOME ADDITION IN THE NORTHWEST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT "B" WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 21, BEING THE CENTERLINE OF 25TH AVENUE; THENCE NORTH 68°57'53" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B", 485.17 FEET A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT BEING THE SOUTHWESTERLY LINE OF SAID LOT "B" HAVING A RADIUS OF 716.00 FEET FOR AN ARC LENGTH OF 42.49 FEET; THENCE NORTH 2°14'50" WEST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION, A DISTANCE OF 13.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 2°14'50" WEST ALONG SAID PARALLEL LINE, 26.00 FEET; THENCE NORTH 87°45'10" EAST, 12.00 FEET; THENCE SOUTH 2°14'50" EAST, 26.00 FEET; THENCE SOUTH 87°45'10" WEST, 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 312 SQUARE FEET (0.007 ACRES), MORE OR LESS

ACCESS & UTILITY EASEMENT

A 12.00 FOOT WIDE ACCESS & UTILITY EASEMENT IN THAT PART OF LOTS 78, 79 AND 80 AND PART OF LOT "B" TOGETHER WITH PARTS OF VACATED 14TH STREET AND 26TH AVENUE IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION HOME ADDITION IN THE NORTHWEST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT "B" WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 21, BEING THE CENTERLINE OF 25TH AVENUE; THENCE NORTH 68°57'53" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B", 485.17 FEET A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT BEING THE SOUTHWESTERLY LINE OF SAID LOT "B" HAVING A RADIUS OF 716.00 FEET FOR AN ARC LENGTH OF 42.49 FEET; THENCE NORTH 2°14'50" WEST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION, A DISTANCE OF 13.33 FEET; THENCE CONTINUING NORTH 2°14'50" WEST ALONG SAID PARALLEL LINE, 32.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°45'10" EAST, 18.00 FEET; THENCE SOUTH 2°14'50" EAST, 28.06 FEET; THENCE SOUTH 68°53'44" EAST, 19.19 FEET; THENCE NORTH 90°00'00" EAST, 44.22 FEET; THENCE NORTH 45°00'00" EAST, 28.28 FEET; THENCE NORTH 0°00'00" EAST, 45.81 FEET; THENCE NORTH 20°17'11" WEST, 31.52 FEET; THENCE NORTH 5°25'56" WEST, 44.01 FEET TO THE POINT OF TERMINATION ON THE SOUTHERLY LINE OF AN EXISTING INGRESS AND EGRESS AS CONVEYED IN THE EASEMENT AGREEMENT BETWEEN THE CECO CORPORATION, A DELAWARE CORPORATION, AND THE VILLAGE OF BROADVIEW, A MUNICIPAL CORPORATION, DATED NOVEMBER 22, 1978, AND RECORDED NOVEMBER 30, 1978, AS INSTRUMENT NO. 24742831 IN THE COOK COUNTY RECORDER OF DEEDS.

CONTAINING 3,109 SQUARE FEET (0.071 ACRES), MORE OR LESS.

EXHIBIT C
EXISTING TELECOM AGREEMENT

See Attached

EXHIBIT ONLY – NOT FOR EXECUTION

EXHIBIT D

FORM OF TELECOM EASEMENT

EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN: PARCEL NO. 15-21-202-082-0000 & A PORTION OF PARCEL NO. 15-21-202-104-0000

STATE OF: ILLINOIS

COUNTY OF: COOK

Document Date: _____

GRANTOR: VILLAGE OF BROADVIEW, an Illinois municipal corporation
Address: 1812 S. 16th, Broadview, IL, 60155

GRANTEE: LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC, a Delaware
limited liability company
Address: P.O. Box 3429
400 Continental Blvd., Ste. 500
El Segundo, CA 90245

Legal Description: Attached as Exhibit A.

Prepared by:
Landmark Dividend LLC
P.O. Box 3429
400 Continental Blvd., Suite 500
El Segundo, CA 90245
TC210460

Return after recording to:
Auro Solutions, LLC, DBA Tower Title & Closing
18 Imperial Pl
Providence, RI 02903-4641
Title No. LD-120755-C

EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

This Easement and Assignment of Lease Agreement (this “**Agreement**”) dated _____, 20____ (the “**Effective Date**”) is by and between **VILLAGE OF BROADVIEW**, an Illinois municipal corporation (“**Grantor**”), and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company (“**Grantee**”); and

WHEREAS Grantor owns certain real property and the water tower located at: 2350 S. 25th Ave., Broadview, Illinois (“**Property**”); and more particularly described in Exhibit A attached hereto; and

WHEREAS Grantor intends to grant to Grantee an exclusive easement (the “**Telecom Easement**”) in, to, under and over a certain portion of the Property described in Exhibit B attached hereto (the “**Telecom Easement Area**”) for telecommunications purposes, and a non-exclusive easement (the “**Access Easement**”) in, to, under and over certain portions of the Property described in Exhibit C attached hereto (the “**Access Easement Area**”) for ingress, egress, maintenance and utility service for and to the Telecom Easement (the Telecom Easement and the Access Easement may be collectively referred to herein as the “**Easement**”); and

WHEREAS Grantor intends to sell, assign, set over, convey and transfer the existing telecommunications lease(s) or license(s) (“**Existing Telecom Agreement**”) more particularly described in Exhibit D attached hereto to Grantee; and

WHEREAS Grantor intends to allow Grantee to use the Easement in order that Grantee may lease space to Tenants in the telecommunications business; and

NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants to Grantee an exclusive easement over the Telecom Easement Area for the purpose of leasing space on the Property to telecommunications tenant(s) and uses associated with the exercise rights of telecommunications tenants under such leases.

2. **TERM.** Commencing on _____, 20____ (the “**Commencement Date**”), the Term of this Agreement shall be 30 years (the “**Term**”).

3. **TERMINATION.** Grantor may not terminate this Agreement; provided however, that in the event that Grantee voluntarily ceases to use the Easement for a continuous period of five (5) years, the Easement shall be deemed abandoned and this Agreement shall automatically terminate.

4. **ASSIGNMENT OF EXISTING TELECOM AGREEMENT.** As part of the consideration provided for this Agreement, Grantor hereby assigns and conveys all of its right, title and interest in and to the Existing Telecom Agreement. Grantor shall retain and continue to faithfully perform and discharge any and all of Grantor’s obligations as lessor under the Existing Telecom Agreement and Grantee assumes no obligations thereunder, except to the extent any such Existing Telecom Agreement require Grantee to assume such obligations as lessor, in which case the parties hereto shall be jointly and severally liable for the faithful performance and discharge such obligations.

5. **NON-EXCLUSIVE ACCESS EASEMENT.** As part of the consideration for this Agreement, Grantor hereby grants to Grantee the Access Easement in, to, under and across the Property adequate to allow ingress and egress, operation, maintenance of and utility service to the Telecom Easement Area.

6. **REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that:

a. This Agreement and any other documents executed by Grantor in connection with it constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms.

a. The execution, delivery and performance by Grantor of this Agreement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party including, without limitation, permits, mortgages and deeds of trust, or by which Grantor or the Property is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.

b. There is no pending or threatened action, judgment, order decree or proceeding (including any bankruptcy, insolvency, eminent domain, zoning or other land use regulation actions) that, if determined against Grantor, would adversely affect Grantor's ability to grant the Easement or such other documents or to perform its obligations hereunder or thereunder, or limit Grantee's ability to use the Easement as contemplated herein. Grantor has received no notice from any governmental or quasi-governmental authority either that the Property or the use thereof violates any statutes, ordinances, orders or regulations affecting any portion of the Property.

c. Grantor owns one hundred percent (100%) of the fee title to the Property and the lessor's interest in and to the Existing Telecom Agreement.

d. Other than as detailed by the title commitment exceptions, a copy of which is attached hereto and incorporated herein as Exhibit E ("Title Exceptions"), Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Existing Telecom Agreement, or any portion of the Property the Easement occupies, except as expressly disclosed to Grantee in writing. Except for the Existing Telecom Agreement, Grantor has not executed or otherwise entered into any leases, tenancies, license or concession agreements, occupancy agreements or other agreements with respect to rights that would adversely affect Grantee's, or Grantee's tenants, possession or occupancy of any portion of the Easement or use of the Property pursuant to this Agreement or the Existing Telecom Agreement.

e. Grantor shall not allow or permit a breach or default to occur under the Lease and Grantor shall comply with all applicable laws which may affect the Property.

f. Grantor shall not settle or compromise any insurance claim or condemnation award relating to the Easement without Grantee's prior written approval, which shall not be unreasonably withheld.

g. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to use any portion of the Property, or the Easement in a way which interferes with the operations of tenants under the Existing Telecom Agreement, or any other of Grantee's future lessees or licensees, or to interfere with the Access Easement. Such interference shall be deemed a material breach by Grantor.

7. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Easement is located, and Grantor shall, in any and all deeds or other documents related to the sale, conveyance, assignment, mortgage, pledge, or other encumbrance or transfer of the Property, expressly provide that the Property is subject to all rights, liabilities and obligations under this Agreement (including without limitation, with respect to the Easement). Grantor hereby expressly acknowledges and agrees that Grantee may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of Grantee's right, title and interest in and to this Agreement, the Easement, the Telecom Easement Area and/or the Access Easement Area without notice to or consent of Grantor.

8. ENVIRONMENTAL REPRESENTATIONS.

a. **Grantor Environmental Representation.** Grantor represents that it has no knowledge of any substance, chemical or waste (collectively "**Hazardous Substance**") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall not introduce or use (or permit the use of) any Hazardous Substance on the Property in violation of any applicable federal, state or local environmental laws. Grantor shall be responsible for (and shall promptly conduct any investigation and remediation as required by

any applicable environmental laws) all spills or other releases of any Hazardous Substance not caused solely by Grantee, that have occurred or which may occur on the Property.

a. **Grantee Environmental Representations.** Grantee shall not introduce or use any Hazardous Substance on the Property or the Easement in violation of any applicable federal, state or local environmental laws. Notwithstanding the foregoing, Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date. Liability of Grantee for any claims with respect to any Hazardous Substances at the Property or the Easement shall be limited to contamination which is shown by clear evidence to have been solely caused by a release of a Hazardous Substance by Grantee after the Effective Date, and in violation of any applicable federal, state or local environmental laws.

b. **Mutual Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property caused by the other party. This indemnification shall also apply to the migration of any Hazardous Substance to other properties, and the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities on the Property. Grantor agrees to defend, indemnify, protect and hold Grantee harmless from claims resulting from actions on the Property not caused by Grantee prior to, and during the Term of, this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

9. **NOTICES.** All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:

As to Grantor: 1812 S. 16th, Broadview, IL, 60155

As to Grantee: c/o Landmark Dividend LLC
P.O. Box 3429
400 Continental Blvd., Suite 500
El Segundo, CA 90245
Attn: Legal Dept.

10. **DEFAULT.** It shall be an "Event of Default" if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting party shall have sixty (60) days to cure such default; provided, however, if the required cure of the noticed default cannot reasonably be completed by either party within such 60-day period, such party's failure to perform shall not constitute an Event of Default so long as such party undertakes to cure the failure promptly and diligently and continuously pursues the cure thereof to completion. In the event that the defaulting party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law. Notwithstanding anything to the contrary contained herein, in the event that Grantor fails to provide Grantee, the tenants under the Existing Telecom Agreement, or their respective agents, employees, or contractors, access to the Easement, whether through action or inaction, such occurrence shall be an Event of Default which shall not be subject to the cure periods as set forth in this Section 10, and Grantee shall be immediately entitled to exercise any rights and remedies permitted by applicable law.

11. **POST-CLOSING OBLIGATIONS.** The parties hereto acknowledge that Grantor owns the water tower (the "**Tower**") located on the Property, and agree that during the term hereof, Grantor shall (i) obtain, maintain and renew, as necessary all required permits, licenses, consent, approvals and other authorizations of any type or nature from the appropriate governmental authorities for the current use of the Property to erect or maintain the Tower; and (ii) maintain and repair, as necessary to comply with all applicable laws, rules or other regulations, or the terms of the Lease, as applicable.

Notwithstanding the foregoing, in the event that Grantor fails to comply with the terms and conditions of this Section 11, Grantee may, but shall not be required, to engage in self-help to keep the Tower in compliance as set forth herein. If Grantee exercises the right of self-help, Grantee shall provide written notice to Grantor no less than five (5) business days prior to the starting any work. Grantor shall pay to Grantee all reasonable and demonstrable sums expended by Grantee, including reasonable attorneys' fees, in exercising such self-help. Such amounts to be reimbursed for self-help, and any other sums that Grantor may owe Grantee under the terms of this Agreement, shall be paid in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

12. AGREEMENT FULLY PERFORMED. Notwithstanding anything herein to the contrary, this Agreement is deemed to be fully performed by Grantee as of the Commencement Date. In no event shall this Agreement be deemed an executory contract for purposes of the United States Bankruptcy Code, as amended (the "Code"), and this Agreement may not be rejected pursuant to Section 365 of the Code.

13. GOVERNING LAW; CERTAIN WAIVERS.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.

(c) EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE APPLICABLE UNITED STATES DISTRICT COURT FOR THE DISTRICT THE PROPERTY IS LOCATED IN, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

14. ATTORNEYS' FEES. In any action or proceeding brought to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, whether through arbitration or a court of competent jurisdiction. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the highest rate permitted by applicable law.

15. INDEMNIFICATION. Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including attorney's fees) caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

VILLAGE OF BROADVIEW, an Illinois municipal corporation

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Notary Public
My Commission Expires: _____

[SEAL]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTEE:

LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On _____ before me, _____ (here insert name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF LOTS 78, 79 AND 80 AND PART OF LOT "B" TOGETHER WITH PARTS OF VACATED 14TH STREET AND 26TH AVENUE IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION HOME ADDITION IN THE NORTHWEST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT "B" AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 21, BEING THE CENTERLINE OF 25TH AVENUE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B" A DISTANCE OF 307.66 FEET TO A POINT 15 FEET SOUTHWESTERLY RADially FROM THE CENTERLINE OF AN EXISTING SPUR RAILROAD TRACT FOR THE PLACE OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B" A DISTANCE OF 177.51 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT BEING THE SOUTHWESTERLY LINE OF SAID LOT "B" HAVING A RADIUS OF 716 FEET FOR AN ARC LENGTH OF 42.49 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 21 A DISTANCE OF 74 FEET; THENCE NORTHEASTERLY ALONG A LINE HAVING A DEFLECTION OF 47 DEGREES 42 MINUTES 26 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 46.44 FEET; THENCE EAST ALONG A LINE HAVING A DEFLECTION OF 42 DEGREES 17 MINUTES 34 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 43.00 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 42.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 20.00 FEET TO A POINT WHICH IS 15.00 FEET SOUTHWESTERLY RADially FROM THE CENTERLINE OF AN EXISTING SPUR RAILROAD TRACK; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460 FEET AND AN ARC LENGTH OF 260.74 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TOGETHER ALL RIGHTS OF INGRESS AND EGRESS AS CONVEYED IN THE EASEMENT AGREEMENT BETWEEN THE CECO CORPORATION, A DELAWARE CORPORATION, AND THE VILLAGE OF BROADVIEW, A MUNICIPAL CORPORATION, DATED NOVEMBER 22, 1978, AND RECORDED NOVEMBER 30, 1978, AS INSTRUMENT NO. 24742831 IN COOK COUNTY, ILLINOIS.

PARCEL NO. 15-21-202-082-0000 & A PORTION OF PARCEL NO. 15-21-202-104-0000

THIS BEING THE SAME PROPERTY CONVEYED TO THE VILLAGE OF BROADVIEW A MUNICIPAL CORPORATION FROM THE CECO CORPORATION, A CORPORATION IN DEED DATED NOVEMBER 22, 1978, AND RECORDED NOVEMBER 30, 1978, AS INSTRUMENT NO. 24742830.

EXHIBIT B

TELECOM EASEMENT AREA DESCRIPTION

THAT PART OF LOTS 78, 79 AND 80 AND PART OF LOT "B" TOGETHER WITH PARTS OF VACATED 14TH STREET AND 26TH AVENUE IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION HOME ADDITION IN THE NORTHWEST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT "B" WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 21, BEING THE CENTERLINE OF 25TH AVENUE; THENCE NORTH 68°57'53" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B", 485.17 FEET A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT BEING THE SOUTHWESTERLY LINE OF SAID LOT "B" HAVING A RADIUS OF 716.00 FEET FOR AN ARC LENGTH OF 42.49 FEET; THENCE NORTH 2°14'50" WEST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION, A DISTANCE OF 13.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 2°14'50" WEST ALONG SAID PARALLEL LINE, 26.00 FEET; THENCE NORTH 87°45'10" EAST, 12.00 FEET; THENCE SOUTH 2°14'50" EAST, 26.00 FEET; THENCE SOUTH 87°45'10" WEST, 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 312 SQUARE FEET (0.007 ACRES), MORE OR LESS

Grantor acknowledges and agrees that Grantee may survey the Telecom Easement Area, at Grantee's expense, and provide Grantor with a copy of such survey for Grantor's review and approval, which approval shall not be unreasonably denied, delayed or conditioned. Upon receipt of Grantor's approval, Grantee may amend, append, revise or replace this Exhibit B to include the approved survey of the Telecom Easement Area in Exhibit B.

EXHIBIT C

ACCESS EASEMENT AREA DESCRIPTION

ACCESS & UTILITY EASEMENT

A 12.00 FOOT WIDE ACCESS & UTILITY EASEMENT IN THAT PART OF LOTS 78, 79 AND 80 AND PART OF LOT "B" TOGETHER WITH PARTS OF VACATED 14TH STREET AND 26TH AVENUE IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION HOME ADDITION IN THE NORTHWEST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT "B" WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 21, BEING THE CENTERLINE OF 25TH AVENUE; THENCE NORTH 68°57'53" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT "B", 485.17 FEET A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT BEING THE SOUTHWESTERLY LINE OF SAID LOT "B" HAVING A RADIUS OF 716.00 FEET FOR AN ARC LENGTH OF 42.49 FEET; THENCE NORTH 2°14'50" WEST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION, A DISTANCE OF 13.33 FEET; THENCE CONTINUING NORTH 2°14'50" WEST ALONG SAID PARALLEL LINE, 32.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°45'10" EAST, 18.00 FEET; THENCE SOUTH 2°14'50" EAST, 28.06 FEET; THENCE SOUTH 68°53'44" EAST, 19.19 FEET; THENCE NORTH 90°00'00" EAST, 44.22 FEET; THENCE NORTH 45°00'00" EAST, 28.28 FEET; THENCE NORTH 0°00'00" EAST, 45.81 FEET; THENCE NORTH 20°17'11" WEST, 31.52 FEET; THENCE NORTH 5°25'56" WEST, 44.01 FEET TO THE POINT OF TERMINATION ON THE SOUTHERLY LINE OF AN EXISTING INGRESS AND EGRESS AS CONVEYED IN THE EASEMENT AGREEMENT BETWEEN THE CECO CORPORATION, A DELAWARE CORPORATION, AND THE VILLAGE OF BROADVIEW, A MUNICIPAL CORPORATION, DATED NOVEMBER 22, 1978, AND RECORDED NOVEMBER 30, 1978, AS INSTRUMENT NO. 24742831 IN THE COOK COUNTY RECORDER OF DEEDS.

CONTAINING 3,109 SQUARE FEET (0.071 ACRES), MORE OR LESS.

Grantor acknowledges and agrees that Grantee may survey the Telecom Easement Area, at Grantee's expense, and provide Grantor with a copy of such survey for Grantor's review and approval, which approval shall not be unreasonably denied, delayed or conditioned. Upon receipt of Grantor's approval, Grantee may amend, append, revise or replace this Exhibit C to include the approved survey of the Access Easement Area in Exhibit C.

EXHIBIT D

EXISTING TELECOM AGREEMENT DESCRIPTION

That certain Lease Agreement dated June 23, 2011, by and between Grantor ("Lessor") and New Cingular Wireless PCS LLC ("Lessee"), for a portion of the Property, together with any and all amendments, assignments or other modifications, whether recorded or not, as more particularly described in Exhibit C attached hereto, and for which a Memorandum of Lease is duly recorded on November 19, 2003, in (instrument) 0332350120, in Cook County, Illinois.

EXHIBIT E

TITLE EXCEPTIONS

Easement Agreement between The Ceco Corporation, a Delaware corporation, and the Village of Broadview, a municipal corporation, dated November 22, 1978, and recorded November 30, 1978, in (instrument) 24742831, in Cook County, Illinois.

Terms and conditions of an unrecorded lease, as evidenced by a(n) Memorandum of Lease between the Village of Broadview, a municipal corporation and AT&T Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, dated August 13, 2003, and recorded November 19, 2003, in (instrument) 0332350120, in Cook County, Illinois. (See Exhibit "D").

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH PATINO’S MUSIC, LLC FOR THE PROVISION OF ENTERTAINMENT SERVICES 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”) are committed to promoting various cultures and traditions and providing safe and family-friendly activities for individuals visiting and residing in the Village; and

WHEREAS, the Corporate Authorities wish to promote the Juneteenth Festival at Schroeder Park located at 2600 South 13th Avenue in the Village (the “Festival”) by providing entertainment; and

WHEREAS, the Corporate Authorities have determined that the Village is in need of full event production services at the Festival, including, but not limited to, live sound reinforcement, event lighting, and stage rental services (the “Services”); and

WHEREAS, Patino’s Music, LLC (“Patino”) has presented the Village with a certain contractual agreement (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A, which sets forth the terms of the Services that Patino will provide to the Village; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to authorize and approve the Agreement from Patino in order to allow for and authorize Patino to provide the Services;

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 approve and authorize the Agreement which sets forth the terms under which Patino 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 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. To the extent that any requirement of bidding

would be applicable to Services described herein, the same is hereby waived.

**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 _____ 2022, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Miller				
Senior				
Shelby				
Armour				
Abraham				
Chao-Malave				
(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 _____ 2022.**

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

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

EXHIBIT A



STAGE-AUDIO-LIGHTS-GENERATORS

Patino's Music LLC.

Chicago, IL 60634

PatinosMusic@yahoo.com

(773)209-8007

(773)255-5344

Contractual Agreement

This contract is to certify and lawfully bind the contractual agreement detailed below with Patino's Music, LLC as a company in the business of providing full event production services including live sound reinforcement, event lighting, and stage rental services.

Patino's Music, LLC, hereinafter referred to as "**PROVIDER**", and entity listed below, hereinafter referred to as the "**PURCHASER**"; agree to engage in business of the company to provide for **PURCHASER** the services for the event(s) listed below within the terms and conditions described in this document.

Purchaser _____ **Contact Name** _____

Address _____ **City** _____ **ST** _____ **Zip** _____

Phone (____) _____ **E-mail** _____

Event title _____

When: Day(s) _____ **Date(s)** _____

Event Start time: _____ **Event End time:** _____

Venue name _____

Venue address _____ **City** _____ **ST** _____

On-site Contact _____ **Phone** _____

Compensation Agreement

- 1) For the price and agreement detailed below, **PROVIDER** agrees* to provide the following equipment and production services for the above listed event:

* Patino's Music LLC. reserves the right to approve final placement of equipment due to safety, security, and overall wellbeing of personnel and equipment supplied*

- 2) **PURCHASER** agrees to pay **PROVIDER** the amount of \$_____ payable as detailed below:
- a) Non-refundable deposit in the amount of \$_____ due with return of signed contract
 - b) Signed contract and deposit due to **PROVIDER** by _____, _____
 - c) Remaining balance of \$_____ is due and payable upon arrival day of event

PURCHASER contractual obligations to provider:

- 3) **PURCHASER** agrees to provide access to event and location in addition to the items as indicated below:

Certificate of insurance listing Patino's Music, LLC. as co-insured entity

Sufficient security at event from arrival until departure

____ Hotel rooms with 2 beds for ____ nights Check-in _____ Check-out _____

____ Stagehands must be adult, able-bodied, sober, and available for load-in and load-out, if provided

Consideration of meals and water for all members of the production crew

Responsibility for any required costs for parking of production vehicles during entire event

Responsibility for any towing expenses incurred due to ground conditions for stage placement and removal including production vehicles

- 4) **PROVIDER** requires access to the stage or event location minimum of ____ hours prior to show time. **PROVIDER** will not be held responsible for show delays due to shortened load-in and set-up time. Load-in on _____ at _____ Load-out on _____ at _____
- 5) **PURCHASER** agrees to each of the following:
- PROVIDER** will be held harmless due to cancellation of a group, event, or show due to inclement weather, equipment failure, acts of God, or any cause at no fault of **PROVIDER**
 - PROVIDER** retains full discretion regarding delays and/or cancellation due to inclement weather events in order to maintain safety of event attendees and workers.
 - PURCHASER** assumes full responsibility and protection for the wellbeing and security of all equipment contracted by **PROVIDER** at all times.
 - Any items to be hung or flown from a stage roof (i.e. banners or equipment) not owned by **PROVIDER** must have **PRIOR** approval to the writing and signature of this contract agreement. Said items must be made available upon arrival and prior to the roof being raised.

Limited Liability Indemnity

- 6) **PROVIDER** makes no warranty of any kind with respect to the condition of performance of equipment or personnel, or against failure of or delay in transportation of the equipment or personnel to the site of the contracted event. In particular, **PROVIDER** makes no warranty to anyone of merchantability or fitness for a particular purpose. **PROVIDER** shall never be liable to the **PURCHASER**, or any other person or entity, for any failure to perform this agreement.
- 7) **PURCHASER** hereby agrees absolutely and unconditionally to indemnify **PROVIDER** and hold it harmless of any and all loss, cost, or expense paid or incurred by **PROVIDER** including without limitation reasonable attorney fees, as a result of any of the following:
- Injuries of any kind to any person or property caused by equipment or agents of **PROVIDER** during the course of this agreement.
 - Damages of any kind to any equipment or property of **PROVIDER** or injuries of any kind to agents of **PROVIDER** during the course of this agreement.
 - PURCHASER** accepts full liability for any stolen articles and/or destruction of **PROVIDER** equipment and/or vehicles of transportation due to but not limited to acts of violence, riots, and demonstrations.
- 8) Failure of **PROVIDER** to perform this service is subject to proven detention by accidents, accidents to means of transportation, riots, strikes, epidemics, acts of god, or any other legitimate condition beyond the control of **PROVIDER**. If any of the above said conditions should occur, **PROVIDER** shall not be liable to promoter or any other party for any loss, cost, or expense resulting there from.
- 9) **PURCHASER** has 30 days from date of event during which any and all claims and/or disputes related to the event scheduled in the above Contractual Agreement shall be reported to **PROVIDER**.
- 10) Individual signing this agreement on behalf of the **PURCHASER** verifies the legal authority to do so.
- 11) No assignments shall occur.

Signature of Purchaser

Date



Daniel Patino, Patino's Music, LLC. Date

**AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF BROADVIEW,
ILLINOIS AND PATINO'S MUSIC LLC**

THIS amendment (the "Amendment") modifies and supersedes the Contractual Agreement (the "Agreement"), incorporated herein by reference, between the Village of Broadview, Illinois (the "Village") and Patino's Music LLC for services related to the Juneteenth Festival as set forth in the Agreement. The effective date of this Amendment shall be the date upon which all parties have executed this Amendment.

The following sections of the Agreement are amended as follows (additions underlined; deletions ~~stricken~~):

4) PROVIDER requires access to the stage or event location minimum of 4 hours prior to show time. PROVIDER will not be held responsible for show delays due to shortened load-in and set-up time. Load-in on June 18 at 7:00 a.m. Load-out on June 19 at end of event.

5) PURCHASER agrees to each of the following: a) PROVIDER will be held harmless due to cancellation of a group, event, or show due to ~~inclement weather~~, equipment failure, acts of God, or any cause at no fault of PROVIDER.

Notwithstanding the foregoing, in the event of a cancellation less than 24 hours prior to the start of the event due to inclement weather, the parties shall make all reasonable efforts to reschedule the event, groups, shows, and/or performers as applicable for another date at no additional cost to PURCHASER.

b) PROVIDER retains full discretion regarding delays and/or cancellation due to inclement weather events in order to maintain safety of event attendees and workers.

c) PURCHASER assumes full responsibility and protection for the wellbeing and security of all equipment contracted by PROVIDER at all times.

d) Any items to be hung or flown from a stage roof (i.e. banners or equipment) not owned by PROVIDER must have PRIOR approval to the writing and signature of this contract agreement. Said items must be made available upon arrival and prior to the roof being raised.

6) PROVIDER makes no warranty of any kind with respect to the condition of performance of equipment or personnel, or against failure of or delay in transportation of the equipment or personnel to the site of the contracted event. In particular, PROVIDER makes no warranty to anyone of merchantability or fitness for a particular purpose. ~~PROVIDER shall never be liable to the PURCHASER, or any other person or entity, for any failure to perform this agreement.~~

7) PURCHASER hereby agrees absolutely and unconditionally to indemnify PROVIDER and hold it harmless of any and all loss, cost, or expense paid or incurred by PROVIDER including without limitation reasonable attorney fees, as a result of any of the following:

- a) Injuries of any kind to any person or property caused by equipment or agents of PROVIDER during the course of this agreement.
- b) Damages of any kind to any equipment or property of PROVIDER or injuries of any kind to agents of PROVIDER during the course of this agreement.
- c) PURCHASER accepts full liability for any stolen articles and/or destruction of PROVIDER equipment and/or vehicles of transportation due to but not limited to acts of violence, riots, and demonstrations.

Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses") attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

ADDITIONAL TERMS

The following additional terms shall be added to the Agreement:

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Illinois shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

Either party has the right to terminate this Agreement within thirty (30) days prior notice, unless the work has already been performed and completed.



Patino's Music LLC

Daniel Patino

Printed Name

Date

For the Village of Broadview

Printed Name

Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH
EDWIN HANCOCK ENGINEERING COMPANY FOR 16TH STREET
IMPROVEMENTS 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 construction engineering services related to the improvement of 16th Street between 17th Avenue and 13th Avenue (the “Services”) within the Village; and

WHEREAS, Edwin Hancock Engineering Company (“Hancock”) has provided the Village with an agreement whereby Hancock will provide the Services to the Village (the “Agreement”); and

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

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 _____ 2022, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Miller				
Senior				
Shelby				
Armour				
Abraham				
Chao-Malave				
(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 _____ 2022.

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

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

EXHIBIT A

AGREEMENT
between the
VILLAGE OF BROADVIEW
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF
PROFESSIONAL
DESIGN AND CONSTRUCTION
ENGINEERING SERVICES
for the
16th STREET IMPROVEMENTS
in
BROADVIEW, ILLINOIS

April 2022

AGREEMENT
between the
VILLAGE OF BROADVIEW
and the
EDWIN HANCOCK ENGINEERING COMPANY
for furnishing of

DESIGN AND CONSTRUCTION ENGINEERING SERVICES
for the

16TH STREET IMPROVEMENT PROJECT

BROADVIEW, ILLINOIS

THIS AGREEMENT, made and entered into between the VILLAGE of BROADVIEW, hereinafter referred to as "VILLAGE", and the EDWIN HANCOCK ENGINEERING COMPANY, hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary for the Design and Construction Engineering required for the 16th Street Improvement Project. For the purposes of this Agreement, "Contractor" shall be defined as any contractors or subcontractors whose services are engaged to perform the work described in this Agreement, particularly the work related to 16th Street Improvements Project.

This project will improve the portion of 16th Street between 17th Avenue and 13th Avenues.

The scope of construction will include removing the existing deteriorated hot-mix asphalt surface course, replacing select sections of curb and sidewalk, and the placement of new Hot-Mix Asphalt Surface and Level binder.

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

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

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

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

- A. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - 1. Preparing preliminary design criteria.
 - 2. Making engineering field topographic surveys as are necessary.
 - 3. Preparing and submitting necessary applications to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - 4. Preparing plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - 5. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.
 - 6. Assisting the VILLAGE in the issuance of proposal forms, advertising for bids
 - 7. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals and preparing a letter of recommendation for award of contract.
- B. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
 - 1. Preparation of all necessary contract documents resulting from the award of the contract.
 - 2. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
 - 3. Checking of shop and equipment drawings for general conformance of the information given with the design concept expressed in the contract documents.
 - 4. Providing line-and-grade staking.
 - 5. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.
 - 6. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - 7. Coordination of materials testing engineers and review of materials inspection reports.
 - 8. Advising the VILLAGE of defects and deficiencies observed in the work of the CONTRACTOR, but the ENGINEER shall not be responsible for nor does it guarantee the performance of the contract by the CONTRACTOR
 - 9. Making any necessary changes as may be required after the award of the construction contract and during construction of the improvement and which are consistent with the original scope of the project. Changes not in the original scope that are requested by the VILLAGE, or requested by the CONTRACTOR and agreed to by the VILLAGE, or are deemed necessary to the project but not reasonably foreseeable by the ENGINEER during the time of the design, shall be performed by the ENGINEER at an agreed additional cost.

10. Making final measurement of quantities of work performed under the contract as required for determining payment due for the work.
 11. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
 12. Performing final inspection of all improvements.
- C. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the services, the selection of the firm and their fee schedule being first subject to the approval of the VILLAGE:
1. Proportioning and testing of Portland cement concrete and bituminous concrete mixtures in accordance with project specifications.
 2. All compaction or density tests as required by the specifications.
- D. To the fullest extent permitted by law, the ENGINEER shall indemnify, defend and hold the Village, its officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, or successors harmless from and against any third party claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages, known or unknown, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Design Engineering or the Construction Engineering; the intentional, willful or negligent acts or omissions of the ENGINEER; the ENGINEER'S violation of any law or the rights of a third party; or this Agreement. The ENGINEER will also indemnify, defend and hold harmless the Village for any Workers' Compensation claims related to this Agreement, except for claims from persons employed by the Village of Broadview, and for any claims that name the VILLAGE as a joint or loaning/loaner employer with ENGINEER. Notwithstanding any other contrary provision contained herein, the ENGINEER'S obligations under this Section shall survive the expiration or termination of this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.
- E. ENGINEER shall carry adequate insurance as agreed upon between VILLAGE and ENGINEER, including but not limited to general liability insurance, workers' compensation insurance, and insurance covering the indemnity referenced in this Agreement. The ENGINEER shall add the VILLAGE as an additional insured on these policies, except for the ENGINEER's Workers' Compensation and Professional Liabilities policies. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE. ENGINEER shall provide within ten (10) business days of the execution of this agreement a copy of its certificates of insurance which shall evidence that the VILLAGE has been named as an additional insured by these policies.

II. THE VILLAGE AGREES:

- A. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:

1. The ENGINEER's compensation for all Design Engineering services performed as stipulated in above Section I.A. shall be a DESIGN ENGINEERING FEE in the amount of Nineteen Thousand and No/ 100 Dollars (\$19,000.00), unless there is a substantial change in the scope, complexity, or character of the improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the AGREEMENT and shall be memorialized in writing.
 2. To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section I.B a CONSTRUCTION ENGINEERING FEE of Twenty-Three Thousand and No/100 Dollars (\$23,000.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advanced written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.
 3. To pay for subletted services as stipulated in Section I.C. at the actual costs to the ENGINEER, said costs being separate from the ENGINEERING FEES. "Costs to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of invoices from the party doing the work.
 4. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates shown in Attachment A.
- B. That payment to the ENGINEER for the services rendered shall be made in the following manner:
1. During the design of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date based on percent completion of tasks as outlined less all previous payments made to the ENGINEER for design engineering services.
 2. Upon satisfactory delivery of final design plans, specifications, and proposals for the improvement by the VILLAGE, One Hundred Percent (100%) of the total DESIGN ENGINEERING FEE, less progress payments made, shall be due and payable to the ENGINEER. Any costs or fees incurred by either party resulting from the failure by the ENGINEER to draft the final design plans, specifications, and proposals for the improvements referenced in this AGREEMENT as agreed will be borne exclusively by the ENGINEER, unless mutually agreed otherwise.
 3. During construction, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly payments for the work performed for Construction Engineering shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date based on percent completion of tasks as outlined less all previous payments made to the ENGINEER for construction engineering services.
 4. Final Payment - Upon approval by the VILLAGE, but not later than sixty (60) days after the site improvements have been satisfactorily completed and all final measurements and reports have been made and accepted by the VILLAGE, One Hundred Percent

(100%) of the total CONSTRUCTION ENGINEERING FEE, less progress payments made, shall be due and payable to the ENGINEER.

III. IT IS MUTUALLY AGREED:

- A. Termination of Agreement. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partial and completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed provided that said services were approved, in writing, by the VILLAGE. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- B. Scope of Control. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the CONTRACTOR's rights and responsibilities under the contract documents that the CONTRACTOR entered into with the VILLAGE.
- C. Resolution of Disputes. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. If the parties are unable to mutually agree upon a mediator, the parties will ask a mediation service such as the Federal Mediation and Conciliation Service for a panel of no more than 7 mediators and the parties will take turns mutually striking names of the mediators until the parties have only one mediator left. The party to strike first shall be selected by lot. Any mediation or legal proceedings shall be held in the Cook County, Illinois, which is where the Project is located, unless another location is mutually agreed upon and there are no jurisdictional impediments. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- D. Entire Agreement. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.
- E. Notices. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or

facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the ENGINEER:

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

To the VILLAGE:

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

- F. Assignment. This Agreement is personal in character and the ENGINEER shall not assign, transfer or otherwise direct the transfer of his interest or any of his rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the VILLAGE. No assignment, even if consented to by the VILLAGE (which consent may be granted or withheld in the VILLAGE'S sole discretion) shall in any way reduce or eliminate the liability of the Consultant under this Agreement.
- G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County, Illinois.
- H. Prevailing Party. In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.
- I. Counterparts and Facsimile Transmissions. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- J. Severability. The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable

provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

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

Executed by the VILLAGE, this

_____ day of _____, 2022

VILLAGE OF BROADVIEW

Cook County, Illinois

Acting through its

President and Board of Trustees

By _____
Katrina Thompson, Village President

ATTEST:

By _____
Kevin McGrier, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2022

EDWIN HANCOCK ENGINEERING COMPANY

9933 ROOSEVELT ROAD

WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

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

(SEAL)

ATTACHMENT A

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENGINEER – VI	\$149.00
ENGINEER – V	\$139.00
ENGINEER – IV	\$129.00
ENGINEER – III	\$124.00
ENGINEER – II	\$111.00
ENGINEER – I	\$99.00
ENGINEERING TECHNICIAN – V	\$128.00
ENGINEERING TECHNICIAN – IV	\$118.00
ENGINEERING TECHNICIAN – III	\$90.00
ENGINEERING TECHNICIAN – II	\$68.00
ENGINEERING TECHNICIAN - I	\$43.00
CAD MANAGER	\$124.00
CAD - II	\$114.00
CAD – I	\$104.00
ADMINISTRATIVE	\$68.00

ATTACHMENT B

Design Engineering Fee

Preliminary Engineering	\$500.00
Topographic Survey	\$2,500.00
CADD Drafting	\$4,000.00
Utility Coordination	\$1,000.00
Plans	\$5,000.00
Specifications	\$4,000.00
Bid Engineering	\$1,000.00
Project Administration	<u>\$1,000.00</u>
Total Design Engineering Fee	\$ 19,000.00

Construction Engineering Fee

Pre-Construction Activities	\$1,000.00
Resident Notification	\$1,000.00
Layout	\$3,500.00
Construction Observation	\$9,500.00
Documentation	\$5,000.00
Project Close-Out	<u>\$3,000.00</u>
Total Construction Engineering Fee	\$ 23,000.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING EXPENSES RELATED TO ATTENDANCE OF THE VILLAGE CLERK AT THE INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS IN LITTLE ROCK, ARKANSAS, FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

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

WHEREAS, the Village in its 2022 Budget Ordinance earmarked certain Village funds for travel expenses related to attendance at certain municipal conferences; and

WHEREAS, Village Clerk Kevin McGrier (the “Clerk”) wishes to attend the International Institute of Municipal Clerks Annual Conference in Little Rock, Arkansas from May 22 through May 25, 2022 (the “Conference”), and a copy of said request is attached hereto and incorporated herein as “Exhibit A”; and

WHEREAS, the expenses (the “Expenses”) for attendance at the Conference are \$1,982.19 for hotel accommodations, registration, and travel while meals and incidentals shall be reimbursed pursuant to the Village’s travel policy codified under Section 1-8-14 of the Village of Broadview Code of Ordinances (the “Village Code”); and

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board”) (collectively, the “Corporate Authorities”) are committed to promoting and supporting the Village and its residents through the continued education and training of Village officials; and

WHEREAS, the Corporate Authorities have determined it is in the best interests of the Village and its residents to authorize and approve the Expenses related to the Clerk's attendance at the Conference;

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 authorize and approve the Expenses related to the Clerk's attendance at the Conference.

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.
APPROVAL OF EXPENSES**

Section 10. Authorization.

The Conference Expenses stated herein are hereby accepted and approved and the Clerk is authorized to attend the Conference. The Village Board hereby authorizes and directs the President or her designee to approve the expenses, and to ratify any and all previous actions taken to effectuate the intent of this Resolution. 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. In the event that the Clerk receives any scholarships or other grants to offset the cost of his attendance at the Conference, the Clerk shall reimburse the Village in the amount of the scholarship or grant received. The 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 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 _____ 2022, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Miller				
Senior				
Shelby				
Armour				
Abraham				
Chao-Malave				
(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 _____ 2022.

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

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

EXHIBIT A

From the Desk of

Village Clerk – Kevin McGrier

2350 S. 25th Ave. Broadview, IL. 6015 | (708) 681-3600 X 271 | kmcgrier@broadview-il.gov

April 8, 2022

Re: IIMC Conference 2022

Mayor,

Per our discussion, I would like to attend the Annual IIMC Conference this year. The conference runs from May 22, 2022 thru May 25, 2022 and will be held in Little Rock, Arkansas.

Total cost of the conference excluding per diem is \$1,982.19

- Conference Registration \$575
- Hotel Stay 4 nights \$920
- Round Trip Flight \$ 487.19

As discussed, I am seeking a \$500 Scholarship through my North/Northwest Clerk's association and as of yesterday, I was the first and only applicant. Clerk Duer of Palatine says it looks good for me and will let me know later in the month if I am the recipient.

(Thank you, Kevin, for being the first to apply for the IIMC Conference Scholarship. The Scholarship Committee after April 15 to review all applications and respond to applicants by April 25. That's our goal.

*Margaret Duer
Village Clerk of Palatine)*

I ask that this be presented to the Board for approval at the next Board meeting April 18, 2022.

Thank you.

Sincerely,



Kevin McGrier - Clerk
Village of Broadview

Attachments:

Re: [EXTERNAL] Re: Scholarship Application Clerk Kevin McGrier

Kevin McGrier

Mon 4/4/2022 11:48 AM

Sent Items

To: Margaret Duer <margduer@gmail.com>;

Bcc: Katrina Thompson <kthompson@broadview-il.gov>;

Thank you Clerk Duer. I look forward to being a scholarship recipient this year as it is needed now more than ever.

Have a productive week!

km

Kevin McGrier, Village Clerk
Village of Broadview
2350 S. 25th Avenue
Broadview, IL. 60155
(708) 681-3600 X 271
kmcgrier@broadview-il.gov E-mail
<https://broadview-il.gov/village-clerk/> Website

From: Margaret Duer <margduer@gmail.com>
Sent: Sunday, April 3, 2022 7:54 AM
To: Kevin McGrier
Subject: [EXTERNAL] Re: Scholarship Application Clerk Kevin McGrier

Thank you, Kevin, for being the first to apply for the IIMC Conference Scholarship. The Scholarship Committee after April 15 to review all applications and respond to applicants by April 25. That's our goal.

Margaret Duer
Village Clerk of Palatine

On Fri, Apr 1, 2022 at 2:12 PM Kevin McGrier <kmcgrier@broadview-il.gov> wrote:
Clerk Duer,

It was very nice seeing you at last evening's Clerk's meeting.

Please find attached my application for scholarship funding for the IIMC annual conference.

If you have any questions, please reach me through phone.

Thanks

km

Kevin McGrier, Village Clerk

Village of Broadview

2350 S. 25th Avenue

Broadview, IL. 60155

(708) 681-3600 X 271

kmcgrier@broadview-il.gov E-mail

<https://broadview-il.gov/village-clerk/> Website

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Kevin McGrier, Village Clerk

Village of Broadview

2350 S. 25th Avenue

Broadview, IL. 60155

(708) 681-3600 X 271

kmogrier@broadview-il.gov E-mail

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Village Clerk of Palatine

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km

Kevin McGrier, Village Clerk

Village of Broadview

2350 S. 25th Avenue

Broadview, IL. 60155

(708) 681-3600 X 271

kmcgrier@broadview-il.gov E-mail

<https://broadview-il.gov/village-clerk/> Website

[EXTERNAL] Your tickets for 2022 IIMC Annual Conference - Little Rock, Arkansas

Attendify <no-reply@attendify.com>

Fri 4/8/2022 12:23 PM

To:Kevin McGrier <kmcgrier@broadview-il.gov>;

[Welcome to Attendify!](#)

Event image

Hi Kevin hand icon

This is your order confirmation for
[2022 IIMC Annual Conference - Little Rock, Arkansas](#)



International Institute of Municipal Clerks

8331 Utica Ave., Suite 200, Rancho Cucamonga, CA 91730

Phone 909-944-4162 Fax 909-944-8545

maria@iimc.com

SALES RECEIPT

04/08/2022

ID: 41065

Sold to: Kevin McGrier
Village Clerk
Village of Broadview
2350 S. 25th Avenue
Broadview, IL 60155

Payment Details:

Card Type	Card Number	Name on Card	Authorization	Amount
MC	*****0787	Kevin McGrier	111111	\$575.00

Description	Amount
CONF22- Full Conference Registration	\$625.00
CONF22- Discount - First Timer	(\$50.00)

Total Charges	\$575.00
Total Payments	\$575.00
Invoice Balance	\$0.00

THANK YOU FOR YOUR BUSINESS!

Contact the airline to confirm:

- specific seat assignments
- special meals
- frequent flyer point awards
- special assistance requests

Flight overview**Travel dates**

May 22, 2022 - May 26, 2022

Itinerary #

72282538704849

Your reservation is booked and confirmed. There is no need to call us to reconfirm this reservation.

Confirmation

ODED61 (United)

ODED61 (United)

Booking ID

4CO2HA

Ticket #

0167726732970 (Kevin McGrier)

[Change](#) or [cancel](#) this reservation

☐ **Departure** Sun, May 22

United 3820 operated by SUBSIDIARY/FRANCHISE

Chicago (ORD)

11:00am

Terminal: 2

flight to

Little Rock (LIT)

1:02pm

Cabin: Economy / Coach (H)

2h 2m duration

Seat: 11A | Confirm or change seats with the airline*

x

Total duration

2h 2m

☐ **Return** Thu, May 26

United 3761 operated by SUBSIDIARY/FRANCHISE

Little Rock (LIT)

2:55pm

flight to

Chicago (ORD)

5:00pm

Terminal: 2

Cabin: Economy / Coach (H)

2h 5m duration

Seat: 11A | Confirm or change seats with the airline*

Total duration

2h 5m

Traveler(s)

Kevin McGrier

No frequent flyer details provided


Update traveler details and make special requests. Please confirm all requests with your airline.

Price summary

Traveler 1: Adult	\$487.19
Flight	\$426.04
Taxes & Fees	\$61.15
<hr/>	
Subtotal	\$487.19
Total	\$487.19

All prices are quoted in **USD**.

Additional information

[EXTERNAL]  Thanks! Your booking is confirmed at Capital Hotel

Capital Hotel <customer.service@booking.com>

Fri 4/8/2022 2:38 PM

To: Kevin McGrier <kmcgrier@broadview-il.gov>;

Confirmation: **2671208089**

PIN: **2257**

Thanks, kevin! Your booking in Little Rock is confirmed.

- ✓ **Capital Hotel** is expecting you on **May 22**
- ✓ Your **payment** will be handled by Capital Hotel. The "**Payment**" section below has more details
- ✓ You can cancel for **FREE** until May 19, 2022 11:59 PM [CDT].
- ✓ Use the link below to easily **modify or cancel** your booking
- ✓ Make your trip even more special. [See if you can get a better room](#)
- ✓ More for your trip: [Flights](#), [Rental Cars](#), [Airport taxis](#), or [Attractions](#)

Capital Hotel



You'll pay when you stay at Capital Hotel

Reservation details

Check-in	Sunday, May 22, 2022 (from 3:00 PM)
Check-out	Thursday, May 26, 2022 (until 11:00 AM)
Your reservation	4 nights, 1 room
You booked for	1 adult
Location	111 West Markham St, Little Rock, 72201, United States of America
Phone	[tel://+15013707009]+15013707009

Contact	Email property
---------	--------------------------------

Prepayment	You don't have to pre-pay, but the property might take a deposit from the card you booked with. This is a routine procedure to verify the card is valid and hasn't been lost or stolen. The charge is temporary and will be returned to you in full.
------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Cancellation policy	You can cancel for free until 2 days before arrival. You'll be charged the cost of the first night if you cancel in the 2 days before arrival.
---------------------	------------------------------------------------------------------------------------------------------------------------------------------------

Cancellation cost	<ul style="list-style-type: none">• Until May 19, 2022 11:59 PM [CDT]: \$0• From May 20, 2022 12:00 AM [CDT]: \$230
-------------------	--------------------------------------------------------------------------------------------------------------------------------------------

Price details

Superior Queen Room	\$800
15 % TAX is included.	\$120

Fire Dept. ☒ 2/18/21 Electrical ☒ 11/16/21
 Building Dept. ☒ 11/16/21 Plumbing Dept. ☒ 6/25/20
 Health Dept. ☐ _/_/_ Village Clerk ☐ _/_/_

Customer #
 1270254001
 Manufacturing
 Annual \$250.
 Life Safety \$25.

VILLAGE OF BROADVIEW

APPLICATION FOR BUSINESS LICENSE

☒ New Business ☐ Change of Ownership ☐ Change of Name

Date: June 24, 2021

SECTION 1

Business Name Cairo & Sons Roofing Co.
 D/B/A CSR Roofing Contractors, Inc.
 Address 2540 S. 27th Ave
 City Broadview State IL Zip 60155
 Telephone 708-848-9119 Fax # 708-848-8947
 Email pete@csr-roofing.com

FEIN NUMBER 36-3092034 STATE SALES TAX #

☐ Sole Proprietorship ☐ Partnership ☐ Not For Profit ☒ Corporation ☐ LLC

State of Incorporation IL
 Name of Corporation Cairo & Sons Roofing Co.
 Address 6720 W. Roosevelt Road
 City Oak Park State IL Zip 60304
 Telephone 708-848-9119 Fax # 708-848-8947
 Federal License # _____ (Copy of License will be required with application)
 State License # 104-000268 (Copy of License will be required with application)

SECTION 2 – Owners/Partners/Officers

This section must be completed

NAME	TITLE	ADDRESS	CITY	STATE
Mario Cairo	President	6720 W. Roosevelt Road	Oak Park	IL
Pete Cairo	V. P.	6720 W. Roosevelt Road	Oak Park	IL

I, the applicant, do hereby personally in my capacity as Vice President of CSR Roofing Contractors Corporation do hereby certify and represent that I/The Corporation have not heretofore had a business license revoked by any municipality or government agency, and further state that I/the Corporation will otherwise comply with all Village Codes and other applicable Statutes and laws in the operation and conduct of the business



SECTION 3

Nature of Business Roofing Company
Brief Description Commercial and Industrial roofing company that replaces all types of Flat roofing

Applicant Name Pete Cairo
Address 6720 W. Roosevelt Road
City Oak Park State IL Zip 60304
Telephone 708-848-9119 Fax 708-848-8947 Email pete@csr-roofing.com
Property Owner Name Industrial Land Company LLC.

SECTION 4 -- Business Profile

President Mario Cairo
Vice President Pete Cairo
Treasurer Mario Cairo

Business Contacts

Name Pete Cairo Phone 708-848-9119
Name Mario Cairo Phone 708-848-9119
Name _____ Phone _____
Hours of Operation 6am to 6:30pm
Number of Employees 20

Seating Capacity _____ (If applicable)
Company Vehicles ☒ Yes ☐ No State of Registration IL

Vending Equipment:

☐ Pop/Water ☐ Coffee ☐ Food/Snacks ☐ Candy ☐ Cigarettes ☐ Amusement
☐ Food Truck ☐ Ice Cream Truck ☐ Washing Machines ☐ Dryers ☐ Detergent/Bleach
☐ Gumball/Novelty

STICKER NO. _____

Hazardous Materials on Premise ☒ Yes ☐ No (If yes, list Generic Name & Quantity below)

Name Propane Quantity 10
Name _____ Quantity _____
Name _____ Quantity _____

SECTION 5

Property ☐ Owned ☒ Leased Lease Term 10 years
Building Size _____ Squared Feet 16,000 Parking Stalls 22
If Leased, provide the following:
Property Owner's Name Industrial Land Company LLC
Address 6720 W. Roosevelt Road
City Oak Park State IL Zip 60304

BUSINESS LICENSES SHALL BE DISPLAYED IN A VISIBLE LOCATION

Violation of any law of the State of Illinois, the United States of America, or any ordinance of the Village of Broadview in force and effect during all or part of the period covered by any license issued pursuant to this application in the conduct of said business, will result in a revocation of the license issued hereunder

Signature Pete Cairo Date 6-24-21



Revised 8/2019



Kevin Eugling
Chief of Police

BROADVIEW POLICE DEPARTMENT

2350 SOUTH 25th AVENUE • BROADVIEW, IL 60155-3800

708-345-6550 Fax: 708-681-0248

Emergency Information

Business Name: CSR Roofing Contractors, Inc.
Address: 2540 S. 27th Ave
Business Phone: 708-848-9119 **Fax:** 708-848-8947
Business Email: pete@csr-roofing.com
Alarm Company: **Phone:**
Business Hours: Mon. 6am-6:30pm Tues. 6am-6:30pm Wed. 6am-6:30pm Thurs. 6am-6:30pm
Fri. 6am-6:30pm Sat. Sun.

Key holders to be contacted, please list as many as possible.

(please list in the order you wish calls to be made for after hour emergencies. Be sure to include area codes.)

#1 Name Joe Cairo Home Phone
Address Cell phone 630-364-0091
City/State

#2 Name Peter Cairo Home Phone
Address Cell phone 630-484-3406
City/State

#3 Name Pete Cairo Home Phone 630-280-9945
Address Cell phone
City/State

#4 Name Mario Cairo Home Phone 630-774-1679
Address Cell phone
City/State

#5 Name Home Phone
Address Cell phone
City/State



Revised 8/2019

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

LICENSE NO
104.000268
105.000612

EXPIRES
12/31/2023

LICENSED ROOFING CONTRACTOR
UNLIMITED



CAIRO & SONS ROOFING CO INC
DBA CSR ROOFING CONTRACTORS INC
MARIO CAIRO
6720 ROOSEVELT RD
OAK PARK, IL 60304-2024



MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

16482859

FILED

File # 5218-748-6

Submit in Duplicate

Remit payment in Check or Money
Order, payable to "Secretary of
State".

DO NOT SEND CASH!

JIM EDGAR
Secretary of State JUN 5 1989
State of IllinoisAPPLICATION TO ADOPT,
CHANGE OR CANCEL
AN ASSUMED CORPORATE NAMEThis Space For Use By
Secretary of StateDate 6-5-89
Filing Fee 60.00
Clerk *[Signature]*Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned corporation hereby submits the following application to adopt, change or cancel an assumed corporate name. *(Strike inapplicable words)*

- The name of the corporation is CAIRO & SONS ROOFING, CO., INC.
- The State or Country of incorporation is Illinois
- The date incorporated *(if an Illinois corporation)* or the date authorized to transact business in Illinois *(if a foreign corporation)* is October 10, 19 80.
(Complete No. 4 and No. 5 if adopting or changing an assumed corporate name.)
- The corporation intends to adopt and to transact business under the assumed corporate name of
CSR Roofing Contractors, Inc.
- The right to use the assumed corporate name shall be effective from the date this application is filed by the Secretary of State until October 1, 19 90, the first day of the corporation's anniversary month in the next year which is evenly divisible by five.
(Complete No. 6 if changing or cancelling an assumed corporate name.)
- The corporation intends to cease transacting business under the assumed corporate name of
n/a

The undersigned corporation has caused this application to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true.

Dated May 31, 19 89CAIRO & SONS ROOFING CO., INC.
*(Exact Name of Corporation)*attested by *[Signature]*
*(Signature of Secretary or Assistant Secretary)*by *[Signature]*
*(Signature of President or Vice President)*Michael A. Pedicone, asst. secy.
*(Type or Print Name and Title)*Mario Cairo, President
(Type or Print Name and Title)

NOTE: The filing fee to adopt or to change an assumed corporate name is \$20 plus \$2.50 for each month or part thereof between the date of filing this application and the date upon which the corporation may renew its use.

The fee for cancelling an assumed corporate name is \$5.00.

JIM EDGAR
SECRETARY OF STATE



OFFICE OF THE SECRETARY OF STATE

SPRINGFIELD, ILLINOIS 62756

JUNE 5, 1989

5218-748-6

PETER P CAIRO
6445 W NORTH AVE #107
OAK PARK, ILLINOIS 60302-0000

RE CSR ROOFING CONTRACTORS, INC.

DEAR SIR OR MADAM:

APPLICATION TO ADOPT AN ASSUMED NAME HAS BEEN PLACED ON FILE AND THE CORPORATION CREDITED WITH THE REQUIRED FEE.

THE DUPLICATE COPY IS ENCLOSED.

SINCERELY,

A handwritten signature in cursive script that reads "Jim Edgar".

JIM EDGAR
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
DOCUMENT SECTION
JE:CD



**Department of the Treasury
Internal Revenue Service
Ogden, UT 84201**

In reply refer to: 0441817322
Oct 05, 2021 LTR 147C
36-3092034

**CAIRO & SONS ROOFING CO INC
6720 ROOSEVELT RD STE 2
OAK PARK IL 60304-2594 025**

Taxpayer Identification Number: 36-3092034

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of October 5th, 2021.

Your Employer Identification Number (EIN) is 36-3092034. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mrs. Basinger
0441817322
Customer Service Representative

2420 Vantage Drive
 Elgin, IL 60124
 (847) 428-7010

No 351988
INSPECTION REPORT

Broadview
 (Municipality)

Contractor/Owner:	Pete	Date:	11/16/21
Address:	2540 S 27TH AVE	Permit No.:	New Business
Location:	Broadview	Project Code No.:	
Time:	(Building)	(Mechanical)	(Electrical)
	(Plumbing)	(Other)	

- | | | | |
|------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Footing | <input type="checkbox"/> Insulation | <input type="checkbox"/> Concrete Pour | <input checked="" type="checkbox"/> Building yes |
| <input type="checkbox"/> Foundation | <input type="checkbox"/> Electric Service | <input type="checkbox"/> Fire Alarm | <input checked="" type="checkbox"/> Mechanical mech |
| <input type="checkbox"/> Foundation Backfill | <input type="checkbox"/> Zoning | <input type="checkbox"/> Fire Suppression | <input checked="" type="checkbox"/> Electrical ANICAL |
| <input checked="" type="checkbox"/> Other: <u>Re-Inspection New Business</u> | | | <input type="checkbox"/> Plumbing |
-
- | | | | |
|--------------------------------------|--------------------------------|--------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Underground | <input type="checkbox"/> Rough | <input type="checkbox"/> Final | <input checked="" type="checkbox"/> Re-Inspection |
|--------------------------------------|--------------------------------|--------------------------------|---------------------------------------------------|
-
- | | | | |
|---------------------------------------|-----------------------------------------------------------|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> 1 & 2 Family | <input checked="" type="checkbox"/> Commercial/Industrial | <input type="checkbox"/> Multi-Family | <input type="checkbox"/> Mobile Home |
|---------------------------------------|-----------------------------------------------------------|---------------------------------------|--------------------------------------|

Inspection Comments:

ALL ITEMS ON INSPECTION
 REPORTS # 229658 + # 229657

HAVE BEEN COMPLETED.

Building
 Mechanical
 Electrical

Completed.

☐ Re-Inspection Required
 Received By: Pete Cairo
 Printed Name: Pete Cairo (Signature)

☐ Approved As Noted
☒ Approved
 Inspector: Anthony M. Probst
 Printed Name: Anthony M. Probst (Signature)

NOTIFIED: ☐ Owner ☐ Contractor ☐ Applicant ☐ Agent
 BY: ☐ Mail ☐ Fax ☐ Inspection Report Posted

B&F CONSTRUCTION CODE SERVICES, INC.
BUILDING & FIRE PROTECTION PLAN REVIEW
 TRAINING • INSPECTIONS • CODE CONSULTING

2420 Vantage Drive
 Elgin, IL 60124
 (847) 428-7010

No 232269X
INSPECTION REPORT

Broadview
 (Municipality)

Contractor/Owner:		Date:	
Address:		Permit No.:	
Location:		Project Code No.:	
Time:			
(Building)	(Mechanical)	(Electrical)	(Plumbing)
			(Other)

- | | | | |
|----------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Footing | <input type="checkbox"/> Insulation | <input type="checkbox"/> Concrete Pour | <input type="checkbox"/> Building |
| <input type="checkbox"/> Foundation | <input type="checkbox"/> Electric Service | <input type="checkbox"/> Fire Alarm | <input type="checkbox"/> Mechanical |
| <input type="checkbox"/> Foundation Backfill | <input type="checkbox"/> Zoning | <input type="checkbox"/> Fire Suppression | <input type="checkbox"/> Electrical |
| <input checked="" type="checkbox"/> Other: <u>New BUSINESS</u> | | | <input checked="" type="checkbox"/> Plumbing |
| <input type="checkbox"/> Underground | <input type="checkbox"/> Rough | <input type="checkbox"/> Final | <input type="checkbox"/> Re-Inspection |
| <input type="checkbox"/> 1 & 2 Family | <input checked="" type="checkbox"/> Commercial/Industrial | <input type="checkbox"/> Multi-Family | <input type="checkbox"/> Mobile Home |

Inspection Comments: Approved

* New Business Approved

☐ Re-Inspection Required ☐ Approved As Noted

Received By: _____
 (Signature)

Printed Name: _____

Inspector: Approved
 (Signature)

Printed Name: Albert Patten

NOTIFIED: ☐ Owner ☐ Contractor ☐ Applicant ☐ Agent

BY: ☐ Mail ☐ Fax

☒ Inspection Report Posted



Broadview Fire Department

Occupancy: **A&H Lithoprint**
Occupancy ID: **27AV2540**
Address: **2540 S 27th AVE**
Broadview IL 60155

Inspection Type: **Property Sale - Village Inspection**

Inspection Date: **2/12/2021**

By: **Scafidi, Martin (87)**

Time In: **10:00**

Time Out: **11:00**

Authorized Date: **Not Authorized** By:

Form: Fire Bureau
Inspection Basic

Inspection Topics:

Fire Alarm or Detection Systems

Show evidence of current annual Fire Alarm test report.

The last three years of Fire Alarm Inspection reports shall be maintained available to inspector at all times. Document Box to be placed by FACP

Status: VIOLATION CLEARED

Notes:



Exterior

Alarm Permit Posted

Alarm permit Current

Status: VIOLATION CLEARED

Notes:



Exit and Emergency Lighting

Exit and Emergency Deficiencies

Miscellaneous concerns or infractions

Status: VIOLATION CLEARED

Notes: Emergency lighting, shall be addressed.

Picture is only one example.



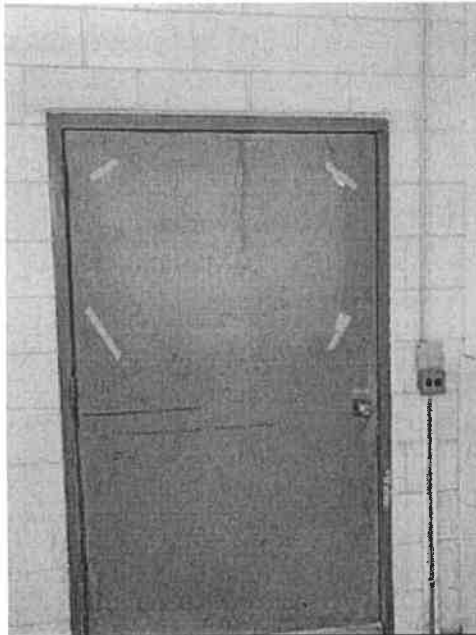
Exits and Egress

Can door or passageway be confused as an EXIT

NFPA 14.14.8.3.1 Any door, passage, or stairway that is neither an exit nor a way of exit access and that is located or arranged so that it is likely to be mistaken for an exit shall be identified by a sign that reads as follows: NO

Status: VIOLATION CLEARED

Notes: Sign that reads: NOT AN EXIT



Fire Extinguishers

Mount extinguishers where readily available, not more than 5 feet above and no closer than 2 feet to floor.

Extinguishers must be easily within reach of all occupants, but not where they will be subject to damage. Conspicuously located and readily available.

Status: VIOLATION CLEARED

Notes:



Fire Protection Access and Equipment

Show evidence of Sprinkler inspection report certification.

Provide record of sprinkler system inspection and test. Records of all system inspections, tests, and maintenance required by NFPA standards shall be maintained on the premises for a minimum of 3 years and made available to the fire code official on his request. (IFC 901.6.2)

Status: VIOLATION CLEARED

Notes: Email Current Sprinkler Inspection to

fireinspector@broadview-il.gov

Inspection and Testing Report
Annual Sprinkler Inspection
Inspected by: Dean Van Kuren
Date: 04/28/2021

Client/Agent:
J&J Auto Wash
11111 North 1st Avenue
Broadview, IL 60155

Property:
J&J Auto Wash
11111 North 1st Avenue
Broadview, IL 60155

Monitoring Station:
Name: J&J Auto Wash
Address: 11111 North 1st Avenue
City: Broadview, IL 60155

System Information:
Type: Wet Pipe
Size: 1.5 inch
Pressure: 100 psi

Test Results:

Test	Result
Visual Inspection	Pass
Hydrostatic Test	Pass
Flow Test	Pass
Valve Operation	Pass
Alarm Test	Pass
Drainage Test	Pass

Overall Status: **Pass**

Fire Separations

Opening in ceilings or missing ceiling tiles

• Ceiling tiles are required for proper operation of the sprinkler system and to • protect structural members (NFPA 13, 5-5—sprinklers, IFC 703.1 protection of structural members)

Status: VIOLATION CLEARED

Notes:



Fire Doors properly maintained or inspected

The National Fire Protection Association (NFPA) requires annual fire door inspections with a written record of the inspection. NFPA 80, Section 5.2.4.2: states that, as a minimum, the following items must be verified: 1. No open holes or breaks exist in surfaces of either the door or frame. 2. Glazing, vision light frames & glazing beads are intact and securely fastened in place, if so equipped. 3. The door, frame, hinges, hardware, and noncombustible threshold are secured, aligned, and in working order with no visible signs of damage. 4. No parts are missing or broken. 5. Door clearances at the door edge of the door frame, on the pull side of the door, do not exceed clearances listed in 4.8.4 (the clearance under the bottom of the door shall be a maximum of 3/4") and 6.3.1 (top & edges 1/8"). 6. The self-closing device is operational; that is, the active door completely closes when operated from the full open position. 7. If a coordinator is installed, the inactive leaf closes before the active leaf. 8. Latching hardware operates and secures the door when it is in the closed position. 9. Auxiliary hardware items that interfere or prohibit operation are not installed on the door or frame. 10. No field modifications to the door assembly have been performed that void the label. 11. Gasketing and edge seals, where required, are inspected to verify their presence and integrity.

Status: VIOLATION CLEARED

Notes: -Fire rated door shall Self CLOSE and Self LATCH

-Improper equipment for self closure.

Violation Cleared Below ONLY.

-Door Needs to Read Boiler Room with Contrast Letters. (Paper copy is not to code)



Electrical

Other Electrical Deficiencies

Electrical issues present

Status: VIOLATION CLEARED

Notes: Breaker for Fire Alarm Control Panel needs to be colored RED and LOCKED to the ON position.



Additional Time Spent on Inspection:

Category

Start Date / Time

End Date / Time

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 60 minutes

Total Time: 60 minutes

Summary:

Overall Result: Passed with Comments

Follow up communication after inspection, documentation or third party contact.

-Roof Leak was noted in the facility and Building Department has been informed.

Inspector Notes: Failure to identify a code violation does not relieve the owner of the obligation to compliance. Final construction and installations must be in conformance with the code.

Inspector:

Name: Scafidi, Martin

Rank: FireFighter/Paramedic

Email(s): fireinspector@broadview-il.gov, mscafidi@broadview-il.gov

Representative Signature:

Signature

Date