

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING EXPENSES RELATED TO TRUSTEE JUDY MILLER’S ATTENDANCE AT THE NATIONAL BLACK CAUCUS LOCAL ELECTED OFFICIAL (“NBC-LEO”) SUMMER CONFERENCE 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 Trustee Judy Miller (“Trustee Miller”) will attend the National Black Caucus Local Elected Official (“NBC-LEO”) in Nashville, TN, from July 20, 2022 through July 23, 2022 (the “NBC-LEO Conference”); and

WHEREAS, the total cost of attendance includes \$350.00 for conference and program registration, \$1,158 total for lodging, and \$250 for airfare, however 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 President and the Village Board (the “Corporate Authorities”) are committed to promoting and supporting the Village and its residents through its lobbying efforts of the state legislature, to attempt to impact positive legislation and funding for the benefit of the Village and its residents; 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 Trustee Miller's attendance at the NBC-LEO 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 Trustee Judy Miller's attendance at the NBC-LEO 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 NBC-LEO Conference expenses stated herein are hereby accepted and approved. 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. 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:**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING EXPENSES RELATED TO THE ATTENDANCE OF THE VILLAGE PRESIDENT AND CERTAIN TRUSTEES AT THE NATIONAL LEAGUE OF CITIES - CITY SUMMIT 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, the Village President (the “President”) and certain Village Trustees, namely Trustee Andrea Senior and Trustee Patricia Chao-Malave (collectively, the “Trustees”), will attend the National League of Cities – City Summit (the “City Summit”) in Kansas City, MO, from November 16, 2022 through November 20, 2022; and

WHEREAS, the total cost of the President and the Trustees’ attendance includes \$1940.00 for all attendees for conference and program registration, \$2,250 total for lodging for all attendees, and \$1,200 for airfare, however 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 Village Board of Trustees (the “Board”) (collectively, the “Corporate Authorities”) are committed to promoting and supporting the Village and its residents through its lobbying efforts of the

state legislature, to attempt to impact positive legislation and funding for the benefit of the Village and its residents; 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 President and Trustees' attendance at the City Summit;

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 attendance at the City Summit.

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 City Summit expenses stated herein are hereby accepted and approved. 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. 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:**

RESOLUTION NO. _____

A RESOLUTION OF THE VILLAGE OF BROADVIEW, COOK COUNTY, ILLINOIS, SUPPORTING A CLASS 6B REAL ESTATE TAX ASSESSMENT APPLICATION BY VERDE PROPERTIES, LLC FOR AN INDUSTRIAL FACILITY LOCATED AT 2315 GARDNER ROAD.

* * * * *

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

WHEREAS, the President and Board of Commissioners of the County of Cook have enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the “*Classification Ordinance*”). The Classification Ordinance is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures or the utilization of abandoned industrial buildings to create employment opportunities and expand the tax base; and

WHEREAS, Verde Properties, LLC (the “*Applicant*”) is the owner of a parcel of property commonly known as 2315 Gardner Road, Broadview, Illinois, identified by permanent index numbers (PINs) 15-21-202-088-0000 and 15-21-202-089-0000, and as legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the “*Property*”); and

WHEREAS, Applicant has requested that the President and Board of Trustees of the Village of Broadview (the “*Corporate Authorities*”) support and consent to the

approval of the Cook County Class 6B Real Estate Tax Assessment Classification for the Property, as said term is defined in the Classification Ordinance (the “*Class 6B Tax Assessment Classification*”); and

WHEREAS, the adoption of a resolution by the Corporate Authorities is required and must be filed by Applicant with its application with the County of Cook in order for the Property to obtain its Class 6B Tax Assessment Classification; and

WHEREAS, to ensure the ongoing viability of the industrial base of the Village, the continuation and expansion of employment opportunities in the Village and to safeguard and further diversify the tax base of the Village, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to support the Class 6B Real Estate Tax Assessment Classification for the Property.

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.

Subject to the conditions set forth in Section 3 hereof, the Corporate Authorities expressly support and consent to the approval of the Cook County 6B Tax Assessment Classification for the Property, which is legally described in Exhibit A, and find that without the approval of the Class 6B Tax Assessment Classification, Applicant will not be

able to maintain the economic viability of the facility at the Property and will thwart efforts of economic expansion within the Village.

Section 03. Conditions

That it is in the best interest of the Village to enter into the *Property Tax Assessment Classification Agreement*, a copy of which is attached hereto and made a part hereof as Exhibit B (the “*Agreement*”); and that the Agreement is hereby authorized and approved, with such necessary non-material changes as determined by the Village President, with said changes and revisions therein contained being approved by execution and delivery of such Agreement by the Village President. The officials and officers of the Village are further hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 04. Invocation of Authority.

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

Sections 05-10. Reserved.

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

Section 11. Authorization.

The Village President and Village Clerk are hereby authorized and directed to execute and deliver any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the support contemplated by this Resolution and shall take all action

necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this Resolution. All code provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 12. 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 13. 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 14. Effective Date.

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

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

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

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____
Village Clerk

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

Exhibit A

THAT PART OF LOT 1 IN HLAVATY ESTATE TRUSTEE SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LOT 1 WITH THE NORTH LINE OF THE SOUTH 55.0 FEET OF LOT 1 AFORESAID; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOT 1 AFORESAID TO THE EAST LINE OF THE WEST 175.00 FEET OF LOT 1 AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF THE SOUTH 55.0 FEET OF LOT 1 AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE POINT OF BEIGNNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2315 Gardner Road, Broadview, Illinois 60155

Permanent Index Number: 15-21-202-088-0000; 15-21-202-089-0000

Exhibit B

**IPROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT
BETWEEN THE VILLAGE OF BROADVIEW
AND VERDE PROPERTIES LLC**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“**Agreement**”) is made this ____ day of July ____, 2022 (“**Execution Date**”), is hereby entered into by and between the Village of Broadview (“**Village**”) and VERDE PROPERTIES, LLC, an Illinois limited liability company (“**Owner**”).

WITNESSETH

WHEREAS, the Owner is the title record owner of real estate commonly known as 2315 Gardner Road in the Village, and as legally described on Exhibit A (“**Property**”); and

WHEREAS, the Owner is responsible for the payment of the real estate taxes assessed against the Property; and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 6B Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance, (“**Cook County Class 6B Real Estate Tax Assessment Classification**”) for the Property with said resolution stating that the Village supports the Cook County Class 6B Real Estate Tax Assessment Classification for the Property; and

WHEREAS, the adoption of a resolution in support by the Village is required and must be filed by Applicant with its application with the County of Cook in order for the Property to obtain its Cook County Class 6B Tax Real Estate Assessment Classification; and

WHEREAS, Owner shall continue to maintain the Property and ensure that it remains in compliance with Village Code, and also pay a service fee to the Village, which such service fee being used to fund various capital projects throughout the Village; and

WHEREAS in order to induce the Village to adopt the aforesaid resolution, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Preambles. That the Preambles as set forth above are hereby incorporated into this Ordinance.

Section 2. Term of Agreement. The term of this Agreement shall begin as of the Execution Date and shall expire upon the expiration of the Cook County Class 6B Real Estate Tax Assessment Classification or the termination of this Agreement pursuant to Section 7 hereof, whichever occurs first (“**Term**”).

Section 3. Service Fees Reimbursement. That Owner agrees to reinvest a portion of its property tax savings from the Cook County Class 6B Real Estate Tax Assessment Classification into the Village to fund various capital projects throughout the Village in an amount of \$152,391.00. That the Owner agrees to pay the amount due the Village in twelve annual payments of \$12,699.25 commencing within thirty (30) days following the approval by the Cook County Assessor of the Class 6B. Thereafter, the annual payment will be due to the Village by June 1 of each calendar year. In the event the Owner fails to submit any payment as described herein, the Village shall have the right to rescind Class 6B status and shall notify the Cook County Assessor of the same. Either Party is entitled to a True-Up should the total amount of both installment payments be greater than the amount projected for that given year. A True-Up request shall be in

writing and be submitted within seven (7) days of payment of the second installment in any given year.

Section 4. Covenants of the Village. In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve a resolution setting forth its consent and support of Owner's Cook County Class 6B Tax Real Estate Assessment Classification for the Property, which will take effect upon execution of this Agreement (the "**Resolution**"). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Cook County Class 6B Tax Real Estate Assessment Classification for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until Owner has caused this Agreement to be recorded as contemplated under Section 5(d) herein.

Section 5. Covenants of the Owner. In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.
- b. Owner shall make the Service Fees Reimbursement in accordance with Section 3.

- c. Owner shall continue to maintain the Property and ensure that it remains in compliance with Village Code.
- d. Owner shall record a copy of this Agreement against the Property at Owner's sole expense.

Section 6. Event of Default.

- a. The following shall constitute an event of default ("**Event of Default**") by the Owner hereunder:
 - i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;
 - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
 - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
 - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and
 - v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the

Property.

b. The following shall constitute an Event of Default by the Village hereunder:

- i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

Section 7. Remedies. Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach (“**Cure Period**”). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:

- i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Cook County Class 6B Real Estate Tax Assessment Classification on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and absent fraud by the Owner, the Village shall not have the right to recover any property tax savings the Owner received as a result of

the Cook County Class 6B Real Estate Tax Assessment Classification on the Property for property tax years occurring prior to the Event of Default.

- ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Cook County Class 6B Real Estate Tax Assessment Classification for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 7 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 7(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Cook County Class 6B Real Estate Tax Assessment Classification on the Property occurring after the issuance of the Demand Notice.
- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.
- c. Unless otherwise provided, the rights and remedies provided by this Agreement

are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 8. Miscellaneous.

- a. Any and all notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the Party and the Party's attorney by (i) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of deliver requested, or (ii) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

To Village: Village of Broadview
Attn: Mayor
2350 S. 25th Avenue
Broadview, Illinois 60155

cc: Montana & Welch, LLC
Attn: Patrick G. Connelly
11950 S. Harlem Ave, Suite 102
Palos Heights, Illinois 60463

To Owner: VERDE PROPERTIES, LLC
2315 Gardner Road
Broadview, Illinois 60155

Or other such address or addresses or to such other party when any party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other parties hereto in accordance herewith. Any notice sent as hereinabove provided shall be deemed to have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight

courier service, or (iii) on the third (3rd) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

- b. This Agreement may not be amended without prior written consent of the Village and the Owner.
- c. This Agreement constitutes the entire agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.
- d. Waiver by the Village and Owner with respect to any breach of this Agreement shall not be considered or treated as waiver of its rights with respect to any other default or with respect to any particular default, except to the extent specifically waived by the Village and Owner in writing.
- e. This Agreement shall be enforceable in the Circuit Court of Cook County by any of the parties by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein described.
- f. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of principals.
- g. In the event of any litigation between the Village and Owner to enforce any provision or right under this Agreement, the unsuccessful party of such litigation shall pay to the prevailing party all costs and expenses, including attorney's fees, incurred therein. The prevailing party shall not be eligible for attorney's fees under this provision unless, prior to instituting litigation, the non-prevailing party was given notice of its failure to perform or comply with

this Agreement and such failure to perform or comply with the Agreement was not cured within thirty (30) days after notice was provided. In addition, if the Village is made a party to any litigation instituted by any person (not a party to this Agreement) in connection with the Agreement, the Village may appear and defend the Agreement on behalf of the Village

- h. The Village and Owner hereby waive any right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Agreement. This waiver is knowingly, intentionally and voluntarily made by each of the parties hereto and each party acknowledges to the other that neither the other party nor any person acting on its respective behalf has made any representations to induce this waiver of trial by jury or in any way to modify or nullify its effect. The parties acknowledge that they have read and understand the meaning and ramifications of this waiver provision and have elected same of their own free will.
- i. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village and Owner, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Owner, nor shall any provision give any third parties any rights of subrogation or action over or against the Village or Owner. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

- j. All rights, title and privileges herein granted, including, without limitation, all benefits and burdens set forth in Section 5 above, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, grantees and assignees. Nothing herein contained shall be construed as prohibition against owner leasing or conveying the Property. Any person taking title to the Property shall be subject to the terms and conditions of this Agreement. A copy of this Agreement shall be recorded against the Property at the expense of Owner.
- k. The individuals executing this Agreement hereby represent and warrant that they are fully authorized to do so on behalf of the Village and Owner.
- l. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- m. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry out the intent and meaning of this Agreement.
- n. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first hereinabove written.

VILLAGE

**VILLAGE OF BROADVIEW, an Illinois
Municipal Corporation.**

By:_____

Its:_____

ATTEST:

By:_____

Its:_____

OWNER

**VERDE PROPERTIES, LLC an Illinois
limited liability company.**

By:_____

Its:_____

ATTEST:

By:_____

Its:_____

Exhibit A

THAT PART OF LOT 1 IN HLAVATY ESTATE TRUSTEE SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LOT 1 WITH THE NORTH LINE OF THE SOUTH 55.0 FEET OF LOT 1 AFORESAID; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOT 1 AFORESAID TO THE EAST LINE OF THE WEST 175.00 FEET OF LOT 1 AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF THE SOUTH 55.0 FEET OF LOT 1 AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2315 Gardner Road, Broadview, Illinois 60155

Permanent Index Number: 15-21-202-088-0000; 15-21-202-089-0000

RESOLUTION NO. _____

A RESOLUTION AWARDED THE CONTRACT FOR THE CDBG FY2021 ALLEY IMPROVEMENTS PROJECT TO TRIGGI CONSTRUCTION, INC. AFTER COMPETITIVE BIDDING AND APPROVING AGREEMENT WITH TRIGGI CONSTRUCTION, INC. RELATED TO SAME FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing municipality 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 has solicited bids for the Community Development Block Grant (“CDBG”) FY2021 Alley Improvements Project (the “Project”); and

WHEREAS, the solicitation of bids for the Project was required by and conducted in accordance with Section 8-9-1 of the Illinois Municipal Code [65 ILCS 5/8-9-1]; and

WHEREAS, Hancock Engineering, acting on behalf of the Village, reviewed all bids submitted and determined that the lowest responsible and responsive bidder is Triggs Construction, Inc. (“Triggs”); and

WHEREAS, Hancock Engineering, based on its findings that Triggs was the lowest responsible and responsive bidder, has submitted a recommendation, attached hereto and incorporated herein as Exhibit A, that the Village award the contract or agreement for improvements to Triggs, where a copy of said agreement (the “Agreement”) is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the President (the “President”) and the Board of Trustees of the Village (the “Village Board”, and with the President, the “Corporate Authorities”) have determined that it is both advisable and in the best interests of the Village and its residents to accept the lowest responsible and responsive bid and authorize the execution of the Agreement with Triggi;

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 accept the lowest responsible and responsive bid and authorize the execution of an Agreement with Triggi.

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.
APPROVE THE LOWEST RESPONSIBLE BID AND APPROVE AN
AGREEMENT WITH TRIGGI

Section 10. Authorization.

The lowest responsive and responsible bid as submitted by Triggs in the amount of \$364,086.00 is hereby accepted. The Village Board hereby further authorizes and directs the President or her designee to enter into and approve the Agreement. 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.

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

June 15, 2022

Honorable President and Board of Trustees
Village of Broadview
2350 S. 25th Avenue
Broadview, Illinois 60155

Re: CDBG PY 2021 Alley Improvements
Letter of Recommendation

Honorable President and Board of Trustees:

Sealed bid proposals for the above referenced project were received and publicly opened at 11:00 A.M. on June 14th at the Broadview Municipal Building. A total of six (6) contractors obtained bidding documents for this project; the Village received proposals from three (3) qualified companies. The bid proposals resulted in the following pricing:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
Triggi Construction	\$ 364,086.00
J. Nardulli Concrete	\$ 368,581.00
Copenhaver Construction	\$ 508,706.50
Engineer's Estimate	\$ 385,000.00

This project consists of reconstructing two (2) existing hot-mix asphalt alley pavements.

ALLEY 1: BETWEEN 19TH AVENUE AND 20TH AVENUE, SOUTH OF HARVARD
ALLEY 2: BETWEEN 16TH AVENUE AND 17TH AVENUE, SOUTH OF FILLMORE

The work will include the installation of 14' wide Portland cement concrete alley pavements, sidewalks, garage aprons, curb areas, sections of permeable paver alley pavement, improvement of existing drainage structures, and construction of detectable warning panels consistent with requirements established by the most recent ADA (American With Disabilities Act) Guidelines.

This improvement is being partially funded thru Cook County's Community Development Block Grant Program.

The lowest responsive, responsible bidder for this project was **Triggi Construction** of West Chicago, Illinois.

Triggi Construction is a contractor that has completed work of similar scope recently within surrounding communities, including the Village of Oak Park, Village of Brookfield, and the Village of LaGrange Park. Additionally, they were recently able to complete the 16th Street improvements for the Village of Broadview in a very efficient time frame.

Although, we have had very positive experiences with Triggi Construction, we called several of their references. Each past customer of theirs had very positive things to say about the quality of their work as well as their accommodating nature throughout the administration of the Contract.

Based on the interview of contractor and subcontractor supplied references from other communities, and the review of their current work under contract, we find that the contractor is qualified to complete the work specified. **The contractor also maintains the capacity to complete the project prior to the end of this year's construction season.**

We recommend that the Contract for the improvements be awarded to **Triggi Construction**, in the amount of \$ 364,086.00

We have enclosed a copy of the complete bid tabulations for this project. We are also returning the original bids with a copy of this letter to the Village Clerk.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.



Chris Baker, P.E.
Vice-President

Enclosure

cc: Mr. Kevin McGrier, Village Clerk
Mr. Mathew Ames, Public Works Director



VILLAGE OF: Broadview
BID DATE AND TIME: June 14th, 2022 @ 11:00 AM
PROJECT: CDBG PY 2021 Alley Improvements
ENGINEER'S ESTIMATE OF COST: \$385,000.00


				ENGINEER'S EOC		TRIGGI CONSTR INC.		J. NARDULLI CONCRETE INC.		COPENHAVER CONSTR INC.	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	300	8.75	2,625.00	7.50	2,250.00	6.00	1,800.00	10.00	3,000.00
2	Sidewalk Removal	SqFt	450	1.50	675.00	2.50	1,125.00	2.00	900.00	3.00	1,350.00
3	Driveway Pavement Removal	SqYd	1300	12.00	15,600.00	15.00	19,500.00	13.00	16,900.00	15.00	19,500.00
4	Pavement Removal	SqYd	35	15.00	525.00	20.00	700.00	18.00	630.00	25.00	875.00
5	Hot-Mix Asphalt Surface Removal - Butt Joint	SqYd	250	12.00	3,000.00	25.00	6,250.00	20.00	5,000.00	25.00	6,250.00
6	Earth Excavation for Alley Pavement	CuYd	905	42.00	38,010.00	40.00	36,200.00	42.00	38,010.00	58.00	52,490.00
7	Earth Excavation (Special)	CuYd	35	42.00	1,470.00	40.00	1,400.00	45.00	1,575.00	64.00	2,240.00
8	Subgrade Removal and Replacement	CuYd	110	50.00	5,500.00	0.10	11.00	30.00	3,300.00	45.00	4,950.00
9	Drywell	CuYd	280	120.00	33,600.00	110.00	30,800.00	95.00	26,600.00	107.00	29,960.00
10	Structure to be Adjusted	Each	5	500.00	2,500.00	400.00	2,000.00	400.00	2,000.00	800.00	4,000.00
11	Structure to be Abandoned	Each	2	1,000.00	2,000.00	500.00	1,000.00	500.00	1,000.00	200.00	400.00
12	Frames and Lids, Type 1	Each	2	415.00	830.00	500.00	1,000.00	425.00	850.00	850.00	1,700.00
13	Combination Curb and Gutter, Type B-6.12 (Modified)	Foot	300	30.00	9,000.00	35.00	10,500.00	32.00	9,600.00	29.00	8,700.00
14	Portland Cement Concrete Sidewalk, 5"	SqFt	450	7.00	3,150.00	8.50	3,825.00	6.50	2,925.00	15.00	6,750.00
15	Detectable Warnings	SqFt	60	40.00	2,400.00	30.00	1,800.00	30.00	1,800.00	30.00	1,800.00
16	Portland Cement Concrete Driveway, 7"	SqYd	975	61.00	59,475.00	55.00	53,625.00	65.00	63,375.00	90.00	87,750.00
17	Portland Cement Concrete Alley Pavement, 8"	SqYd	1550	65.00	100,750.00	65.00	100,750.00	62.00	96,100.00	81.00	125,550.00
18	Portland Cement Concrete Base Course, 8"	SqYd	15	100.00	1,500.00	55.00	825.00	60.00	900.00	135.00	2,025.00
19	Protective Coat	SqYd	2600	1.50	3,900.00	0.10	260.00	0.01	26.00	2.00	5,200.00
20	Brick Pavement Removal and Replacement	SqFt	120	30.00	3,600.00	25.00	3,000.00	25.00	3,000.00	21.00	2,520.00
21	Ground Stabilization Geosynthetic	SqYd	1950	4.00	7,800.00	5.00	9,750.00	2.75	5,362.50	3.00	5,850.00
22	Aggregate Base Course, Type B, 6"	SqYd	1950	8.50	16,575.00	10.00	19,500.00	9.10	17,745.00	10.00	19,500.00
23	Aggregate Base Course, Type B, 9"	SqYd	360	12.00	4,320.00	12.50	4,500.00	12.00	4,320.00	17.00	6,120.00
24	Hot-Mix Asphalt Surface Course, 2"	SqYd	625	32.00	20,000.00	30.00	18,750.00	28.00	17,500.00	45.00	28,125.00
25	Porous Brick Paves	SqFt	800	18.00	14,400.00	16.25	13,000.00	21.50	17,200.00	22.00	17,600.00
26	Lawn Restoration	SqYd	100	25.00	2,500.00	20.00	2,000.00	18.00	1,800.00	10.00	1,000.00
27	Edge Grade Adjustment	Foot	375	10.00	3,750.00	10.00	3,750.00	9.50	3,562.50	20.00	7,500.00
28	Construction Videotaping	Unit	4	550.00	2,200.00	250.00	1,000.00	162.50	650.00	500.00	2,000.00
29	Removal and Disposal of Regulated Substances	CuYd	150	85.00	12,750.00	0.10	15.00	1.00	150.00	0.01	1.50
30	Traffic Control and Protection	L.S.	1	10,595.00	10,595.00	15,000.00	15,000.00	24,000.00	24,000.00	54,000.00	54,000.00
	TOTAL AMOUNT OF BID			\$385,000.00		\$364,086.00		\$368,581.00		\$508,706.50	

EXHIBIT B

A G R E E M E N T

THIS AGREEMENT made this ____ day of _____, 2022, by and between "TRIGGI CONSTRUCTION, INC, 1975 Powis Rd, West Chicago, IL 60185, Telephone No. (630) 584-4490, (hereinafter referred to as "Contractor"), and the VILLAGE OF BROADVIEW, a Municipal Corporation, 2350 South 25th Avenue, Broadview, Illinois 60155, Telephone No. (708) 681-3600 (hereinafter referred to as "Owner"):

WITNESSETH:

That the Contractor and the Owner, for and in consideration of the mutual promises hereinafter set forth, agree as follows:

1) SCOPE OF WORK. The Contractor shall furnish all of the equipment and materials to perform all of the work for the 2021 CDBG Alley Improvements in the Village of Broadview, Illinois as shown, described, and enumerated in the following documents:

- A. Project Specifications and Bidding Documents for the CDBG 2021 PY ALLEY IMPROVEMENTS PROJECT, Broadview, Illinois, attached hereto, made a part hereof and designated EXHIBIT "A".
- B. Project Plans for the CDBG 2021 PY ALLEY IMPROVEMENTS PROJECT IMPROVEMENT PROJECT, Broadview, Illinois, attached hereto, made a part hereof and designated EXHIBIT "B".

The documents attached as Exhibit A and B are hereby incorporated into and made part of this Agreement. The Contractor acknowledges receipt of those documents.

2) TIME OF COMPLETION. The work to be performed under this Agreement shall commence and be completed within the time provided in the Project Specifications and Bidding Documents which is Exhibit "A".

3) THE CONTRACT SUM. The Owner shall pay the Contractor for the performance of the Work, at the contract unit prices as set forth in the Project Specifications and Bidding Documents designated as Exhibit "A".

4) ACCEPTANCE AND PAYMENT. If the rate of progress is satisfactory to the Engineer, and it appears that all claims for labor and material are satisfied, Engineer's estimate will be issued to the

Contractor and payment shall be made thereon at intervals of not less than thirty (30) days during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the time of issuing each estimate; and upon the final completion and acceptance of the work, a final estimate will be issued for the total amount due under contract, less previous payments and liquidated damages, if any.

Before the issuance of final certificate, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid.

5) PERFORMANCE BOND AND INSURANCE. Before commencing any of the work provided for herein and within ten (10) days from the date hereof, the Contractor shall furnish the Owner with the bond and insurance coverage required in the Project Specifications and Bidding Documents.

6) 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.

7) COMPLIANCE WITH FEDERAL AND STATE LAW. Contractor agrees to comply with all Federal and State Statutes and Rules relating to Fair Employment Practices, wage minimums, and other requirements for public projects.

8) 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.

9) PREVAILING WAGE. Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this Agreement. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. For information regarding current prevailing wage

rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), including but not limited to, all wage requirements and notice and record keeping duties. All contractor's bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by Agreement.

10) ASSIGNMENT. This Agreement is personal in character and the Contractor 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 Contractor under this Agreement.

11) 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.

12) CONTRACTOR CERTIFICATIONS. Contractor certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of 720 ILCS 5/33E-3 and 33E-4. Contractor also certifies that it has the full right, power, legal capacity and authority to enter into this Agreement and to carry out its terms.

13) INDEMNIFICATION. To the fullest extent permitted by law, Contractor 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 lawn and landscaping services to be performed by Contractor; the intentional, willful or negligent acts or omissions of Contractor; Contractor's violation of any law or the rights of a third party; or this Agreement. Contractor 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. The Contractor will further indemnify, defend, and hold harmless the Village for any claims that name the Village as a joint or loaning/loaner employer with Contractor unless the individual making the claim is solely an employee of the Village. Notwithstanding any other contrary provision contained herein, Contractor'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. That Contractor will hold the Village and its employees harmless from all damages and liabilities caused by negligent or wrongful acts or omissions of Contractor in the performance of its services.

14) At all times during the term of the Agreement, Contractor shall maintain, at its sole cost and expense, general comprehensive liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and workers' compensation insurance covering all of Contractor's employees with a limit of \$500,000.00 (collectively, the "Insurance Coverage"). Contractor shall cause the Village to be named as an additional insured on the Insurance Coverage. Prior to the start of the term of the Agreement, Contractor shall furnish to the Village certificates of insurance indicating that the Insurance Coverage is in effect and that said Insurance Coverage shall remain in effect during the term of the Agreement. The Insurance Coverage shall provide that coverage shall not be suspended, voided, cancelled, or non-renewed without providing the Parties with at least thirty (30) calendar days' prior written notice. If at any time during the term of the Agreement any insurance policy required herein changes or is canceled, Contractor shall immediately notify the Village by telephone and in writing. Notwithstanding anything to the contrary, the Village may terminate the Agreement immediately on written notice to Contractor if Contractor violates any of its

obligations with respect to the Insurance Coverage as described herein.

15) 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 Contractor of all sums due and owing to Contractor shall be paid within thirty (30) days of said termination. The Contractor hereby agrees to continue to perform under the terms and conditions of this Agreement through the thirty (30) day notice period, unless otherwise mutually extended.

16) LICENSING AND BONDING. In compliance with the Village Code, Contractor shall have a valid business license and will file any necessary bonds with the Village. If the business license is revoked or otherwise becomes invalid, or the bond is withdrawn or returned for any reason, this agreement shall be null and void and the Village shall only pay Contractor for any prior services rendered and properly invoiced to the Village.

17) COUNTERPARTS. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on 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.

18) 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.

19) ENTIRE AGREEMENT; AMENDMENTS. This Agreement represents the entire and integrated agreement between Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. No amendment, change or addition to this Agreement shall be binding upon the Parties unless authorized by the duly elected Trustees of the Village of Broadview and reduced to a writing, which is executed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TRIGGI CONSTRUCTION, INC.
An Illinois Corporation

By: _____

Title: _____

Attest:

By: _____

Title: _____

VILLAGE OF BROADVIEW, a
Municipal Corporation

By: _____
Katrina Thompson, Village President

ATTEST:

Kevin McGrier, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 3 OF THE BROADVIEW VILLAGE CODE OF ORDINANCES REGARDING LIQUOR CONTROL AND A NEW LICENSE CLASSIFICATION IN THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

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

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

WHEREAS, Section 4-1 of the Illinois Liquor Control Act (the “Act”) provides that the Corporate Authorities shall have the power by general ordinance or resolution to determine the number, kind and classification of licenses, for sale at retail of alcoholic liquor not inconsistent with the Act [235 ILCS 5/4-1]; and

WHEREAS, pursuant to Section 11-60-1 of the Illinois Municipal Code, the Corporate Authorities of each municipality may fix the amount, terms and manner of issuing and revoking licenses [65 ILCS 5/11-60-1]; and

WHEREAS, the Code of Ordinances for the Village of Broadview (the “Village Code”) currently provides ten (10) classifications of liquor licenses; and

WHEREAS, the Corporate Authorities desire to create a license that authorizes the retail sale of all alcoholic liquor for consumption on the premises and the retail sale of all

alcoholic liquor for consumption off the premises under certain conditions and restrictions;
and

WHEREAS, the Village Code needs to be amended to add a Class K liquor license category, with certain restrictions; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to amend the Village Code in order to incorporate this new classification into the current list of liquor license classifications and to limit the number of Class K licenses issued within the corporate limits of the Village to one (1) license;

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

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

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

Section 02. Purpose.

The purpose of this Ordinance is to amend Title 3, Chapter 3 of the Village Code regarding the classification of liquor licenses and to authorize the President and other Village officials to take all action necessary to carry out the intent of this Ordinance.

Section 03. Invocation of Authority.

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

Section 04. State Law Adopted.

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

Sections 05-09. Reserved.

**ARTICLE II.
AMENDMENT TO TITLE 3, CHAPTER 3 OF THE VILLAGE CODE**

Section 10. Amendment to Title 3, Chapter 3.

That Title 3, Chapter 3 of the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Section 3-3-3, which Section shall be amended as follows (additions underlined; deletions ~~stricken~~):

3-3-3: CLASSIFICATION OF LICENSES; SPECIAL PROVISIONS FOR CERTAIN LICENSES; NUMBER OF LICENSES; SCHEDULE OF ANNUAL LICENSE FEES:

(A) Retail Liquor Licenses:

Retail liquor licenses shall be divided into the following classes and include the following special provisions with the number of licenses in each Class having been made available by the Village and with the Schedule of Fees as specified herein:

Class A Liquor License: Which shall authorize the retail sale of alcoholic liquor but not for consumption on the premises where sold. There shall be issued in the village, to be effective at any time, no more than six (6) Class A Liquor Licenses. The annual fee for a Class A Liquor License shall be three thousand four hundred dollars and 00/100 (\$3,400.00). The liquor license fees shall be paid by January 1. Any new application for a liquor license made after January 1 shall be subject to a prorated portion of the applicable fee.

Class B Liquor License: Which shall authorize the retail sale of alcoholic liquor for consumption on the premises specified and, which shall authorize the retail sale of alcoholic liquor intended for consumption off the premises where sold.

There shall be issued in the Village, to be effective at any time, no more than one (1) Class B Liquor License. Coin operated amusement devices, licensed under Section 3-4C of this Village Code, and video poker machines, as defined under Section 3-4E of this Village Code, shall be allowed under a Class B Liquor License provided all applicable fees are paid. Persons under the age of twenty-one years (21) shall not be allowed in any area designated for the use of video poker machines, as defined under Section 3-4E of this Village Code. Musical entertainment (i.e., live band, disc jockey, karaoke, etc.) shall not be allowed after twelve o'clock (12:00) midnight. The annual fee for a Class B Liquor License shall be three thousand four hundred dollars and 00/100 (\$3,400.00). The liquor license fees shall be paid by January 1 ~~1~~. Any new application for a liquor license made after January 1 shall be subject to a prorated portion of the applicable fee.

Class C Liquor License: Which shall authorize the retail sale of alcoholic liquor for consumption on the premises in conjunction with the sale of food for consumption on the premises. Eighty percent (80%) of the square foot area of any premises with a Class C Liquor License must be devoted to, and utilized for, the preparation and serving of food along with the seating of patrons. Coin operated amusement devices, licensed under Section 3-4C of this Village Code, and video poker machines, as defined under Section 3- 4E of this Village Code, shall be allowed under a Class C license provided all applicable fees are paid. Persons under the age of twenty-one years (21) shall not be allowed in any area designated for the use of video poker machines, as defined under Section 3-4E of this Village Code. Musical entertainment (i.e., live band, disc jockey, karaoke, etc.) shall not be allowed under a Class C License. There shall be issued in the Village, to be effective at any time, no more than ~~one~~ three (3) Class C Liquor Licenses. The annual fee for a Class C Liquor License shall be one thousand five hundred dollars and 00/100 (\$1,500.00). The liquor license fees shall be paid by January 1. Any new application for a liquor license made after January 1 shall be subject to a prorated portion of the applicable fee.

Class D Liquor License: Which shall authorize the retail sale of beer and wine for consumption on the premises in conjunction with the sale of food for consumption on the premises Each Class D Liquor License may be issued and held only for a business that generates more than at least 60 percent (60%) of its gross annual sales from the sale of food within the licensed premises. The licensee must provide, at the time of license application, except in cases where a licensee is a new restaurant, license renewal, and when otherwise requested by the Village, proof of compliance with that 60 percent (60%) sales requirement, and the licensee must maintain compliance with that sales requirement at all times. Musical entertainment (i.e., live band, disc jockey, karaoke, etc.) shall not be allowed under a Class D Liquor License. There shall be issued in the Village, to be effective at any time, no more than two (2) Class D Liquor Licenses. Video poker machines, as defined under Section 3-4E of this Village Code, shall be allowed under a Class D Liquor License provided all applicable

fees are paid. Persons under the age of twenty-one years (21) shall not be allowed in any area designated for the use of video poker machines, as defined under Section 3-4E of this Village Code. The annual fee for a Class D Liquor License shall be one thousand two hundred dollars and 00/100 (\$1,200.00). The liquor license fees shall be paid by January 1. Any new application for a liquor license made after January 1 shall be subject to a prorated portion of the applicable fee.

Class E Liquor License: Which shall authorize the retail sale of alcoholic liquor for consumption on the premises in conjunction with the sale of food for consumption on the premises, where such business also includes one or more banquet halls and/or includes a combination restaurant and bar. Eighty percent (80%) of the square foot area of any premises with a Class E Liquor License must be devoted to, and utilized for, the preparation and serving of food along with the seating of patrons. Musical entertainment (i.e., live band, disc jockey, karaoke, etc.) shall not be allowed after twelve o'clock (12:00) midnight. There shall be issued in the Village, to be effective at any time, no more than one (1) Class E Liquor License. Coin operated amusement devices, licensed under Section 3-4C of this Village Code, and video poker machines, as defined under Section 3-4E of this Village Code, shall be allowed under a Class E license provided all applicable fees are paid. Persons under the age of twenty-one years (21) shall not be allowed in any area designated for the use of video poker machines, as defined under Section 3-4E of this Village Code. The annual fee for a Class E Liquor License shall be two thousand five hundred dollars and 00/100 (\$2,500.00). The liquor license fees shall be paid by January 1. Any new application for a liquor license made after January 1 shall be subject to a prorated portion of the applicable fee.

Class F Liquor License: Which shall authorize the retail sale of alcoholic liquor for consumption on the premises in conjunction with the sale of food for consumption on the premises in conjunction with and incidental to video gaming as authorized by and licensed under the Illinois Video Gaming Act and as authorized by the Village under Section 3-4E of this Village Code. The sale of any food and beverages, including alcohol, shall not account for more than forty-nine percent (49%) ~~percent~~ of the licensed establishment's annual gross sales revenue from all sources. Persons under the age of twenty-one (21) years shall not be allowed on the premises. There shall be issued in the village, to be effective at any time, no more than one (1) ~~(1)~~ Class F Liquor Licenses. Musical entertainment (i.e., live band, disc jockey, karaoke, etc.) shall not be allowed under a Class F Liquor License. The annual fee for a Class F Liquor License shall be five thousand dollars and 00/100 (\$5,000.00). The liquor license fees shall be paid by January 1. Any new application for a liquor license made after January 1 shall be subject to a prorated portion of the applicable fee.

Class G Liquor License: Which shall authorize the retail sale of beer and wine for consumption on the premises in conjunction with the sale of food for consumption on the premises in conjunction with and incidental to video gaming as authorized by and licensed under the Illinois Video Gaming Act and as authorized by the

Village under Section 3-4E of this Village Code. The sale of any food and beverages, including beer and wine, shall not account for more than forty-nine percent (49%) ~~percent~~ of the licensed establishment's annual gross sale revenue from all sources. Persons under the age of twenty-one (21) years shall not be allowed on the premises. There shall be issued in the village, to be effective at any time, no more than zero (0) Class G Liquor Licenses. Musical entertainment (i.e., live band, disc jockey, karaoke, etc.) shall not be allowed under a Class G License. The annual fee for a Class G Liquor License shall be four thousand dollars and 00/100 (\$4,000.00). The liquor license fees shall be paid by January 1. Any new application for a liquor license made after January 1 shall be subject to a prorated portion of the applicable fee.

Class H Liquor License: Which shall authorize the dispensing of alcoholic liquor, with or without charges therefor, for consumption on the premises where dispensed at any specific event sponsored by any person, partnership, club or corporation. A Class I license shall be good only for one calendar day. The fee for such a license shall be \$100.00 per event and must be paid within one (1) week of approval of application. Applications for Class I licenses shall be made at least thirty (30) calendar days prior to the specified event for which a license is sought and shall be made as in the case of any other class of license. Proof satisfactory to the local liquor control commissioner or the deputy local liquor control commissioner that the applicant has dram shop liability insurance in the maximum limits, and general liability insurance in an amount satisfactory to the local liquor control commissioner or the deputy local liquor control commissioner shall be submitted at the time of the application. Temporary licenses granted under this section shall be governed by and subject to all provisions of this chapter.

Class I (BYO) Liquor License: Which shall authorize the consumption, but not the sale of beer and wine brought onto the licensed premises of a business or a restaurant, as the term is defined in Section 1-3.23 of the Liquor Control Act of 1934 (235 ILCS 5/1-3.23), operating as a public accommodation as defined in Section 11-42-10.1 of the Illinois Municipal Code (65 ILCS 5/11-42-10.1) by a patron or patrons for their personal consumption while on the premises. There shall be issued in the village, to be effective at any time, no more than one (1) Class I Liquor License. The annual fee for a Class I Liquor License shall be five hundred dollars and 00/100 (\$500.00). Alcoholic liquors other than beer and wine shall not be permitted under the Class I BYO license. Video gaming shall not be permitted under the Class I Liquor License.

Issuance of a Class I Liquor License shall be subject to the following restrictions and conditions:

1. Consumption shall be limited to patrons over the age of twenty-one (21) years; and

2. Patrons bringing beer or wine onto the premises are limited to seven hundred fifty (750) milliliters of wine or thirty-six (36) ounces of beer per day. The wine or beer must be sealed and in its original package as defined in Section 1-3.06 of the Liquor Control Act of 1934 (235 ILCS 5/1-3.06) and may only be opened by an employee of the licensed premises; and
3. Patrons may not leave the premises with an open container of beer or wine with the exception of partially consumed bottles of wine that have been sealed in compliance with Section 6-33 of the Liquor Control Act of 1934 (235 ILCS 5/6-33); and
4. Unconsumed beer or wine brought onto the premises by a patron may not be stored on the premises after the permitted consumption hours; and
5. The licensed premises may charge a service or corkage fee for serving the beer or wine; and
6. The licensee shall, at the time it applies for a Class I license, procure and thereafter maintain throughout the period of its license, insurance for its premises for liability under and for not less than the maximum liability limits set forth in Section 6-21 of the Liquor Control Act of 1934 (235 ILCS 5/6-21) issued by insurance companies authorized to transact business under the laws of the State of Illinois. The insurance company providing coverage shall be rated in the Best's Key Rating Guide with a rating not lower than B+, provided the financial size category is VII or larger. Insurance companies rated A- or better shall have a financial size category of not less than VI. The application for a Class I license shall be accompanied by a certificate of insurance evidencing this required insurance coverage. The certificate of insurance is to be signed by a person authorized by that insurer to bind coverage on its behalf.

Class J Liquor License: Which shall authorize the sale and dispensing of alcoholic liquor, for consumption on the premises, in conjunction with the service of food by establishments operating solely as a duly licensed stand-alone banquet hall or banquet facility where such establishment is supplying the alcoholic liquor to be sold or served in such establishment. A banquet hall or banquet facility is defined as a room or building for the purpose of hosting a party, banquet, wedding or other reception, or other social event. Dancing, entertainment and live music furnished for the entertainment of the attendees at private functions at the banquet hall shall be allowed under this license. There shall be issued in the village, to be effective at any time, no more than one (1) Class J Liquor License. The annual fee for such license shall be one thousand six hundred fifty dollars and 00/100 (\$1,650.00).

Class K Liquor License: Which shall authorize the retail sale of all alcoholic liquor for consumption on the premises and the retail sale of all alcoholic liquor for consumption off the premises. The annual fee for such license shall be six thousand dollars and 00/100 (\$6,000.00). There shall be no more than one (1) Class K licenses issued within the corporate limits of the Village.

Issuance of a Class K license shall be subject to the following conditions and restrictions:

1. The products sold for consumption off the premises shall neither be opened nor consumed on the premises;
2. The total square footage of the premises dedicated for the retail sale of alcoholic liquor for consumption off the premises shall not exceed one-third (1/3) of the total square footage of the premises;
3. Permitted goods and merchandise, other than alcoholic liquor, shall also be offered for retail sale on the premises; and
4. The premises must be operated as a filling station, a gasoline station, a service station or any other location wherein gasoline, diesel fuel, gasohol or any other motor fuel is sold or offered for sale.

Section 11. Amendment to Section 3-3-9.

That Section 3-3-9 of the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Section 3-3-9, which Section shall be amended as follows (additions underlined; deletions ~~stricken~~):

3-3-9: CONDITIONS OF LICENSE:

A. Operating Hours: It shall be unlawful to sell or offer for sale at retail in the village any alcoholic liquor except during the hours as follows:

1. All licensed establishments, Monday through Thursday, from six o'clock (6:00) A.M. to twelve forty five o'clock (12:45) A.M. of the following day. Friday and Saturday, from six o'clock (6:00) A.M. to one forty five o'clock (1:45) A.M. of the following day. Sunday, from twelve o'clock (12:00) noon to twelve forty five o'clock (12:45) A.M. of the following day, provided however, that sale of alcoholic liquor by and from class B liquor establishments in original packages and not for consumption on the premises where sold, shall be permitted from ten o'clock (10:00) A.M. to one o'clock (1:00) A.M. This section shall not apply to Class I liquor licenses, which license shall authorize the dispensing of alcoholic liquor between the hours of 8:00 A.M. and 12:00 midnight, Monday through Saturday, and the hours of 11:00 a.m. to 11:00 p.m. on Sunday.

2. All patrons and invitees shall leave the premises where alcoholic beverages are served no later than fifteen (15) minutes after the hours specified in this section.

B. Consumption On Premises: It shall be unlawful for anyone not having a class B, C, D, E, F, ~~or G~~, or K Liquor License to sell or offer for sale or dispense any alcoholic liquor for consumption on the premises where sold or to permit same to be consumed on the premises where sold. Anyone having a class B or K license may not permit any alcoholic liquor to be consumed on the premises that is

packaged for consumption not on the premises and sold pursuant to their class B or K licensing.

C. Peddling: It shall be unlawful to peddle alcoholic liquor in the village.

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

Section 12. Authorization.

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

Section 13. Headings.

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

Section 14. Severability.

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

Section 15. 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 16. Effective Date.

This Ordinance shall be in full force and effect ten (10) days after its passage, approval and publication as provided by law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT 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:**

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING EXECUTION OF THE ILLINOIS PUBLIC WORKS
MUTUAL AID NETWORK AGREEMENT (IPWMAN).**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the *"Intergovernmental Cooperation Act"*, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Section 5 of the *"Intergovernmental Cooperation Act"*, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Village President (the "President") and the Village Board of Trustees (the "Board") (collectively, the "Corporate Authorities") of Village of Broadview have determined that it is in the best interests of the Village and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster. The principal objective of the public works mutual aid assistance being the response to and recovery from any emergency or disaster and the return of the community to as near normal as quickly as possible.

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

SECTION ONE: That the President and the Village Administrator be and are hereby authorized to execute an Agreement for participation in the **Illinois Public Works Mutual Aid Network (IPWMAN)**, a copy of said Agreement being attached hereto as Exhibit A and being made a part hereof.

APPROVED this ____ day of _____, 2022, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

(Authorized Signature)

ATTEST:

(Authorized Signature)

EXHIBIT A

Illinois Public Works Mutual Aid Network Agreement

This Public Works Agreement (hereinafter “Agreement”) is entered into by which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the “Illinois Public Works Mutual Aid Network (IPWMAN)”;

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter “Act”) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. “*AGENCY*” means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. “*AID AND ASSISTANCE*” includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. “*AUTHORIZED REPRESENTATIVE*” means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. “*BOARD OF DIRECTORS*” is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. “*BOARD MEMBER*” is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. “*DISASTER*” means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and

Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. “*IPWMAN*” is the acronym for the Illinois Public Works Mutual Aid Network.

H. “*LOCAL EMERGENCY*” is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. “*MUTUAL AID RESOURCE LIST*” means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. “*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*” a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. “*PARTY*” means an agency which has adopted and executed this Agreement.

L. “*PERIOD OF ASSISTANCE*” means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency’s facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. “*RESPONDING AGENCY*” means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. “*REQUESTING AGENCY*” means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID*. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party’s own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP*. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

SECTION XVII: ADDITIONAL PARTIES

Additional agencies may become Parties to this Agreement, provided that such agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, *THEREFORE*, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this _____ day of _____, 20__.

For the Agency

By: _____

Attest: _____

APPROVED (as to form):

By: _____

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____, 20__.

By: _____
President of IPWMAN Board of Directors

Attest: _____
IPWMAN Secretary/Treasurer

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010



IPWMAN DUES AND/OR FEES SCHEDULE

Membership dues and/or fees shall be based upon the population served by a member agency at the following rates:

<u>Population</u>	<u>Annual Dues and/or Fees</u>	<u>Pro-rated per Quarter</u>
Less than or equal to 15,000	\$100.00	\$25.00
15,001 to 75,000	\$250.00	\$62.50
75,001 and over	\$500.00	\$125.00

For new members, annual dues/fees shall be pro-rated by quarter.

PRIMARY AGENCY USER

Agency: _____

Name: _____

Title: _____

Office Address: _____

City/State/Zip: _____

County & IEMA Region: _____

Office Phone: _____

Cell Phone: _____

Home Phone: _____

Office Fax: _____

Cell Phone Carrier (to receive emergency notifications): _____

Email: _____

Additional Emergency Contacts

(Please provide at least 2 additional contacts)

Name: _____

Title: _____

Office Phone: _____

Cell Phone & Carrier: _____

Home Phone: _____

Email: _____

Additional Emergency Contacts

Name: _____

Title: _____

Office Phone: _____

Cell Phone & Carrier: _____

Home Phone: _____

Email: _____

Name: _____

Title: _____

Office Phone: _____

Cell Phone & Carrier: _____

Home Phone: _____

Email: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING THE DISPOSAL OF PERSONAL PROPERTY FROM THE FIRE DEPARTMENT AND THE POLICE DEPARTMENT AND TO PURCHASE A VEHICLE FOR USE BY THE DEPUTY FIRE CHIEF 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 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, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), whenever a municipality that owns any personal property, which in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or for the best interests of the city or village, such a majority of the corporate authorities then holding office: “(1) by ordinance may authorize the sale of that personal property in such manner as they may designate, with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property into some other form that is useful to the city or village by using the material in the personal property; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article”; and

WHEREAS, the Village has identified one (1) Police Department vehicle, namely a 2016 Chevrolet Impala, and one (1) Fire Department vehicle (collectively, the “Departments”), a 2005 Chevrolet Silverado, both of which are described in Exhibit A,

which is attached hereto and incorporated herein (collectively, the “Vehicles”), that have either been taken out of service or are otherwise cost-prohibitive to maintain due to the cost of maintenance, discontinued parts, and/or expensive upgrades being necessary to safely and efficiently use said Personal Property; and

WHEREAS, the Deputy Chief of the Fire Department is in need of a vehicle to conduct Village and Fire Department business; and

WHEREAS, Haggerty Auto Group has offered for purchase a 2022 Chevrolet Silverado 1500 (the “Silverado”) in the amount of \$36,245.00, which includes a deduction of \$11,000 for the trade-in of the Vehicles from the original sale price of \$47,245.00, plus \$255.00 for license and title for a total sale price of \$36,500.00 (collectively, the “Terms”) (See Exhibit B, a copy of which is attached hereto and incorporated herein); 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 Vehicles are no longer necessary or useful to, or in the best interest of the Village to retain, and further that it is in the best interests of the Village to purchase the Silverado for use by the Deputy Chief or other authorized personnel to conduct Village and Fire Department business; and

WHEREAS, to ensure that the Village operates in an efficient and economical manner, it is necessary to dispose of equipment that is no longer functional or useful, or is too expensive to maintain; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is necessary for conducting Village business and for the effective administration of government to authorize the sale or disposal of the Vehicles, including but not limited to

as a trade-in for the purchase of the Silverado, on such terms as determined to be in the best interests of the Village and its residents provided that said Vehicles must be sold or disposed of in “as is” condition;

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

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

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

Section 02. Purpose.

The purpose of this Ordinance is to authorize the Village to sell or dispose, including but not limited to, as a trade-in for the purchase of the Silverado, on such terms as determined to be in the best interests of the Village, as such Vehicles are no longer necessary or useful for conducting the business of the Village, or in the best interest for the Village to retain provided that the Vehicles must be sold or disposed of in “as is” condition. Furthermore, the purpose of this Ordinance is to authorize the purchase of the Silverado on the Terms presented herein.

Section 03. Invocation of Authority.

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

Section 04. State Law Adopted.

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

Sections 05-09. Reserved.

**ARTICLE II.
AUTHORIZATION**

Section 10. Authorization.

The Village hereby authorizes and directs authorized Village personnel to sell or dispose of the Vehicles, including but not limited to as a trade-in for the purchase of the Silverado, on such terms as determined to be in the best interests of the Village as such Vehicles are no longer necessary or useful for conducting the business of the Village, or in the best interest for the Village to retain provided that the Vehicles must be sold or disposed of in “as is” condition. Said purchase of the Silverado is further authorized based on the Terms presented herein. Village personnel are further authorized to execute any and all documentation deemed necessary to effectuate the intent of this Ordinance. The Village Board further authorizes the President, or her designee, to approve and execute any and all documentation deemed necessary to effectuate the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to such documentation as is deemed necessary to effectuate the intent of this Ordinance. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Ordinance.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this Ordinance.

ARTICLE III. HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE

Section 11. Headings.

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

Section 12. Severability.

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

Section 13. Superseder.

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

Section 14. Effective Date.

This Ordinance shall be effective and in full force 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 TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO.

2G1WD5E35G1158419

YEAR

2016

MAKE

CHEVROLET

MODEL

IMPALA LIMITED

BODY STYLE

SEDAN

TITLE NO.

22122400043

2G1WD5E35G1158419

DATE ISSUED

05/02/22

ODOMETER

49020

49020

CCM

MOBILE HOME SQ. FT.

PURCHASED

04/21/20

USED

TYPE TITLE

CORRECTED/DUP

MAILING ADDRESS

VILLAGE OF BROADVIEW POLICE DEPT
2400 S 25TH AVE
BROADVIEW IL 60155

LEGEND(S)

ACTUAL MILEAGE

THIS IS A DUPLICATE CERTIFICATE AND MAY
BE SUBJECT TO THE RIGHTS OF A PERSON
UNDER THE ORIGINAL CERTIFICATE.

OWNER(S) NAME AND ADDRESS

VILLAGE OF BROADVIEW POLICE DEPT
2400 S 25TH AVE
BROADVIEW IL 60155



FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

Firm Name

By

Signature of Authorized Agent

Date

Firm Name

By

Signature of Authorized Agent

Date

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.

Secured Party:

Address:

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.

WARNING-ODOMETER DISCREPANCY.

If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its fair-market value unless this document is accompanied by a salvage application.

ODOMETER READING

NO
TENTHS

Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

I am aware of the above odometer certification made by seller.

Signature(s) of Buyer(s)

Printed Name

DATE OF SALE

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any
IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF
THE STATE OF ILLINOIS AT SPRINGFIELD

CONTROL NO.

U0408611



JESSE WHITE, Secretary of State



DL Truck

STATE OF ILLINOIS

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO.
1GCHK29285E234118

YEAR
2005

MAKE
CHEVROLET

MODEL
K2500HD SILVERAD

BODY STYLE
4DR EXTCP

TITLE NO.
16272859008

1GCHK29285E234118

DATE ISSUED
09/28/16

ODOMETER

CCM

MOBILE HOME SQ. FT.

PURCHASED
08/25/16
USED

TYPE TITLE
ORIGINAL

MAILING ADDRESS

VILLAGE OF BROADVIEW-FIRE DEPT
2400 S 25TH AVE
BROADVIEW IL 60155-3859

LEGEND(S)

MILEAGE NOT REQUIRED

OWNER(S) NAME AND ADDRESS
VILLAGE OF BROADVIEW-FIRE DEPT
2400 S 25TH AVE
BROADVIEW IL 60155-3859



FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

By

Signature of Authorized Agent

Date

By

Signature of Authorized Agent

Date

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.
Secured Party: Address:

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING-ODOMETER DISCREPANCY.

"If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its fair-market value unless this document is accompanied by a salvage application."

ODOMETER READING

NO
TENTHS

Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

I am aware of the above odometer certification made by seller.

Signature(s) of Buyer(s)

Printed Name

DATE OF SALE

I Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any.
IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF
THE STATE OF ILLINOIS AT SPRINGFIELD

CONTROL NO.

EXHIBIT B

**GMC****Haggerty Buick GMC**300 W. Roosevelt Rd.
Villa Park, IL 60181
Ph: 630.279.2000 - Fax: 630.279.2012**Jerry Haggerty Chevrolet**300 W. Roosevelt Rd.
Glen Ellyn, IL 60137
Ph: 630.469.8100 - Fax: 630.469.6420**Haggerty Ford**330 E. Roosevelt Rd.
West Chicago, IL 60185
Ph: 630.231.3200 - Fax: 630.231.3210DATE _____ Salesman 37NAME BROADVIEW FIRE DEPT STOCK # C68640ADDRESS 2400 S 25TH AVE E-MAIL _____CITY BROADVIEW STATE IL ZIP 60155

Please enter my order for the following:

☐ New☐ Demo☐ Used

YEAR

NAME

MODEL

COLOR

MILEAGE

HOME
PHONE

BUS

PHONE 7083436124

SERIAL #

BOUGHT	<u>22</u>	<u>CHEV</u>	<u>SLU 1500</u>	<u>BLACK</u>		<u>16CPDREKINE509705</u>
TRADED	<u>05</u> <u>16</u>	<u>CHEV</u> <u>CHEV</u>	<u>SLU 2500</u> <u>TRUCK</u>			<u>16CHP29285E234018</u> <u>261W06E356115P419</u>

Non General Motors Installed Options, Not Warranted By General Motors:

 CASH
 SELLING PRICE 47245.00
 TRADE
 DISCOUNT 5000.00
 CASH
 DIFFERENCE 36245.00
INCLUDES LOST TITLE FEE
 TAXES _____
 LICENSE &
 TITLE (M) 255.00
 ADMINISTRATIVE
 FEES & CHARGES _____

SUB

TOTAL

PAYOFF

ON TRADE

SUB

TOTAL

FACTORY
REBATE

DEPOSIT

BALANCE DUE

ON DELIVERY 36500.00

ADMINISTRATIVE FEES AND CHARGES: AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE. AN ADMINISTRATIVE FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO CLOSING OF A SALE. THE BASE ADMINISTRATIVE FEE ENDING JANUARY 1, 1992 WAS \$40.00. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR ADMINISTRATIVE FEES & CHARGES IS THE BASE ADMINISTRATIVE FEE OF \$40.00 WHICH SHALL BE SUBJECT TO AN ANNUAL ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

NOTICE: THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

No Public Liability or Property Damage Insurance Issued With This Transaction.

ALL WARRANTIES, IF ANY, BY MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE SOLD AS IS- NOT EXPRESSLY WARRANTED OR GUARANTEED.

This is a non-binding order.

☐ NOTICE -- If the box to the left is checked, the automobile purchased herein is a demonstrator which has been pre-used and may have incurred certain body repairs as a result of such usage.

The purchaser represents and warrants that he is of legal age; that he has title to and good right to sell and dispose of the used car traded in described above, that there are no liens, claims and/or encumbrances thereon, and agrees to furnish good and sufficient title and hereby grants Jerry Haggerty Chevrolet, Inc., power of attorney to assign and endorse said title for him, and to sign any and all applications which would be necessary to register title to car being purchased in any state or territory. After careful inspection and demonstration, the undersigned purchases the above vehicle with equipment at the prices and on the terms specified above.

TRANSFER OF TITLE TO ABOVE AUTOMOBILE IS SUBJECT TO FINAL PAYMENT OF ANY AND ALL CHECKS CLEARING BANK UPON WHICH DRAWN.

SIGNED _____ PURCHASER _____