

A MOTION TO AUTHORIZE THE BOARD OF FIRE AND POLICE COMMISSIONERS TO PROCEED WITH HIRING A FIREFIGHTER TO FILL THE VACANCY LEFT BY THE RESIGNATION OF DAN SMITH FOR THE VILLAGE OF BROADVIEW, ILLINOIS FIRE DEPARTMENT.

I hereby move to authorize the Board of Fire and Police Commissioners to proceed with hiring a firefighter to fill the vacancy left by the resignation of Dan Smith for the Village of Broadview, Illinois Fire Department.

**A MOTION TO AUTHORIZE THE BOARD OF FIRE AND POLICE COMMISSIONERS
TO ENGAGE IN PROMOTIONAL TESTING AND CREATE A PROMOTIONAL LIST
FOR THE POSITION OF FIRE CAPTAIN.**

I hereby move to authorize the Board of Fire and Police Commissioners to engage in promotional testing and create a promotional list for the position of Fire Captain for the Village of Broadview, Illinois.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH KONICA MINOLTA FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

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

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

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

WHEREAS, there exists a certain agreement whereby Konica Minolta (“Konica”) will provide certain copier/printer services to the Village (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to approve, execute and enter into an agreement with terms substantially the same as the terms of the Agreement; and

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

**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 the President or her designee to enter into and approve the Agreement whereby Konica will provide certain copier/printer services to the Village in accordance with the terms of the Agreement.

Section 03. Invocation of Authority.

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

Section 04. State Law Adopted.

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

Sections 05-09. Reserved.

**ARTICLE II.
AUTHORIZATION**

Section 10. Authorization.

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

thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable Agreement. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the transaction described herein, the same is hereby waived.

ARTICLE III. HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE

Section 11. Headings.

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

Section 12. Severability.

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

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

Section 13. Superseder.

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

Section 14. Effective Date.

This Resolution shall be effective and in full force 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 _____ 2021, pursuant to a roll call vote, as follows:

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

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS
____ DAY OF _____ 2021.**

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

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

EXHIBIT A



KONICA MINOLTA

**Broadview Fire Department
March 22, 2021**

	Proposed Situation 48 Month
Bizhub C300i Color & Black/White Copier/Printer/Scanner	\$347.00
Automatic Dual Scan Document Feeder	Included
Automatic Duplexing	Included
Three Paper Drawers	Included
Stapling Finisher	Included
Punch Kit	Included
Folding Finisher	Included
Faxkit	Included
Color & Black/White Copying/Printing	30 PPM
Color & Black/White & Color Scanning	100 PPM
Service & Supply Contract Black & White Bizhub C300i	INCLUDED
Service & Supply Contract Color Bizhub C300i	INCLUDED
Total Purchase Spend	\$347.00

PRICING GOOD THROUGH APRIL IMPLEMENTATION

- **Brand New I Series Machine**
- **Single Pass Dual Scan Doc Feeder**
- **Savings of \$1,824.00 Over 48 Months**
- **Print From Any Device**
- **UNLIMITED PRINTING/ NO OVERAGES**



KONICA MINOLTA

bizhub C300i

**bizhub
i-SERIES IS
SMARTER
WORKING**
RETHINK IT



Giving Shape to Ideas

CUSTOMER BENEFITS



Intuitive operability
Operate the bizhub like a smartphone or tablet with fully customized user interface



Mobile connectivity
Print anytime from anywhere with Konica Minolta's innovative mobile technologies



Security
Secure network integration, data encryption, SSD overwrite, and advanced user authentication



Application ecosystem
Enhanced efficiency thanks to Konica Minolta's extensive applications portfolio



Productivity
Reliability, high-speed scanning and printing, combined with powerful finishing functions



Sustainability
Efficient printer fleet management, including automatic consumables delivery, pro-active maintenance and remote setup

OPTIONS

1 ENHANCED FEATURES

PDF enhancements
LK-102V3
OCR text recognition
LK-102V4
Barcode fonts
LK-110V
Unicode fonts
LK-107
OCR A and B fonts
LK-108
Document converter pack
LK-110V2
ThinPrint client
LK-111
Antivirus
LK-116



2 CONNECTIVITY

Fax board
FK-111
Fax board
FK-114
Mount kit
MK-710
Wireless LAN
WK-121
USB 1.1 kit
LK-109
USB 1.1 kit
LK-113
FireWire controller
FK-112
Interface kit
VI-110
Interface board
IA-113
Biometric authentication
AU-107
ID Card Reader
AU-114
Mount kit
MK-710

3 OTHERS

Document feeder
DF-612
Document feeder
DF-714
Original cover
OC-511
Working table
WT-500
10-Key pad
KP-102
Security kit
SK-503
Keyboard holder
KH-102
Keyboard
External keyboard

4 MEDIA INPUT

1 Universal tray
PC-115
2 Universal tray
PC-116
Large capacity tray
PC-416
Copier desk
DK-516
Large Capacity tray
LC-116
Banner tray
BK-710

5 MEDIA OUTPUT

Job Separator
JS-110
Inner Finisher
FS-513
Punch kit
PK-519
Staple finisher
FS-110
Relay unit
RU-513
Staple/booklet finisher
FS-516A
Relay unit
RU-113
Punch kit
PK-520

LEGEND

- Mandatory option
- Option
- This option can only be installed with the respective option above it

FINISHING FUNCTIONALITIES



Corner stapling



Two-point stapling



Two-hole punching



Three-hole punching



Duplex



Combined simplex/mixmedia



Half-fold



Sheet insertion, report



Letter-fold



Booklet



Offset sorting



Banner printing

DESCRIPTIONS

ENHANCED FEATURES

LK-102v3 PDF enhancements	PDF/A (1b); PDF encryption; digital signature
LK-105v4 OCR text recognition	Searchable PDF and PPTX
LK-106 Barcode fonts	Supports native barcode printing
LK-107 Unicode fonts	Supports native Unicode printing
LK-108 OCR A and B fonts	Supports native OCR A and B font printing
LK-110v2 Document converter pack	Generates various file formats incl. DOCX; XLSX and PDF/A
LK-111 ThinPrint® Client	Print data compression for reduced network impact
LK-116 Antivirus	Bitdefender® Antivirus provides real time scanning of all input/output data

CONNECTIVITY

FK-514 Fax board	Super G3 fax, digital fax functionality
FK-515 Fax board	Super G3 fax, digital fax functionality, lines 3 & 4 support
MK-742	Installation kit for FK-515
UK-221 Wireless LAN	Wireless LAN and wireless LAN Access Point Mode
EK-608 USB I/F kit	USB keyboard connection
EK-609 USB I/F kit	USB keyboard connection; Bluetooth
IC-420 Fiery controller	Professional color print controller
VI-516 Interface kit for IC-420	Fiery controller interface card
UK-115 Interface board for IC-420	Fiery controller interface board
AU-102 Biometric authentication	Finger vein scanner
AU-205H card reader	Various ID card technologies
MK-735 Mount kit	Installation kit for ID card reader

OTHERS

DF-632 Document feeder	Reversing automatic document feeder, capacity 100 originals
DF-714 Document feeder	Dualscan automatic document feeder, capacity 100 originals
OC-511 Original cover	Cover instead of ADF
WT-506 Working table	Authentication device placement
KP-102 10-Key pad	For use instead of touchscreen
SC-509 Security kit	Copy guard function (2 kits required for Dualscan ADF)
KH-102 Keyboard holder	To place USB keyboard
External Keyboard	Keyboard for alpha numeric data entry.

MEDIA INPUT

PC-116 1 Universal tray	500 sheets, 5.5" x 8.5" to 11" x 17", 52-256 gsm
PC-216 2 Universal tray	2x 500 sheets, 5.5" x 8.5" to 11" x 17", 52-256 gsm
PC-416 Large capacity tray	2,500 sheets, 8.5" x 11", 52-256 gsm
LC-302 Large capacity tray	3,000 sheets, 8.5" x 11", 52-256 gsm
MK-730 Banner tray	Multipage banner feeding
DK-516 Copier desk	Provides storage space for print media and other materials

MEDIA OUTPUT

FS-533 Inner finisher	50-sheet stapling, 500 sheets max. output
PK-519 Punch kit for FS-533	2/3 hole punching, autoswitching
FS-536 Staple finisher	50-sheet stapling, 3,300 sheets max. output
FS-536SD Booklet finisher	50-sheet staple finisher; 20-sheet booklet finisher; 2,300 sheets max. output
PK-520 Punch kit for FS-536(SD)	2/3 hole punching; autoswitching
RU-513 Relay unit	For FS-536(SD)/FS-537(SD) installation, (Max. 100 sheets output capacity)
JS-506 Job separator	Separation of fax output; etc.

TECHNICAL SPECIFICATIONS

SYSTEM SPECIFICATIONS

Panel size/resolution	10.1" / 1024 x 600
System memory (standard/max)	8 GB
Solid State Drive	256 GB (standard)
Interface	10/100/1,000-Base-T Ethernet; USB 2.0; Wi-Fi 802.11 b/g/n (optional)
Network protocols	TCP/IP (IPv4/IPv6); SMB; LPD; IPP; SNMP; HTTP(S); AppleTalk; Bonjour
Automatic document feeder (optional)	Up to 100 originals; A6-A3; 35-163 gsm; RADF or Dual scan ADF available
Paper input capacity (standard/max)	1,150 sheets / 6,650 sheets
Paper tray input (standard)	1x 500 sheets; 3.5" x 8.5" to 11" x 17"; custom sizes; 52-256 gsm
Paper tray input (optional)	1x 500 sheets; 5.5" x 8.5" to 12" x 18"; custom sizes; 52-256 gsm
Paper tray input (optional)	2x 500 sheets; 5.5" x 8.5" to 11" x 17"; 52-256 gsm
Paper tray input (optional)	1x 2,500 sheets; 8.5" x 11"; custom sizes; 52-256 gsm
Large capacity tray (optional)	1x 3,000 sheets; 8.5" x 11"; custom sizes; 52-256 gsm
Manual bypass	150 sheets; 3.5" x 8.5" to 12" x 18"; Custom sizes; Banner; 60-300 gsm
Automatic duplexing	5.5" x 8.5" to 12" x 18"; 52-256 gsm
Finishing modes (optional)	Offset; Group; Sort; Staple; Punch; Half-fold; Letter-fold; Booklet
Output capacity (standard)	Max. 250 sheets
Output Capacity (optional)	Max. 3,300 sheets
Stapling	Max. 50 sheets or 48 sheets + 2 cover sheets (up to 209 gsm)
Letter fold	Max. 3 sheets
Letter fold capacity	Max. 30 sheets; unlimited (without tray)
Booklet	Max. 20 sheets or 19 sheets + 1 cover sheet (up to 209 gsm)
Booklet output capacity	Max. 100 booklets; unlimited (without tray)
Copy/print volume (monthly)	Max. 1 150,000 pages
Toner lifetime	Black up to 28,000 pages CMY up to 28,000 pages

Imaging unit lifetime	Black up to 225,000/1,000,000 pages (drum/developer) CMY up to 105,000/1,000,000 pages (drum/developer)
Power consumption	110-120 V / 50/60 Hz; Less than 1.50 kW
System dimension (W x D x H)	24.2" x 27" x 31" (without options)
System weight	Approx. 187 lbs. (without options)

PRINTER SPECIFICATIONS (STANDARD)

Print resolution	1,800 (equivalent) x 600 dpi; 1200 x 1200 dpi
Print Speed letter (mono/color)	Up to 30/30 ppm
Page description language	PCL 6 (XL3.0); PCL 5c; PostScript 3 (CPSI 3016); XPS
Operating System	Windows 7 (32/64); Windows 8/8.1 (32/64); Windows 10 (32/64); Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Windows Server 2019; Macintosh OS X 10.10 or later; Unix; Linux; Citrix
Printer fonts	80 PCL Latin; 137 PostScript 3 Emulation Latin
Mobile printing	AirPrint (iOS); Mopria (Android); Konica Minolta Mobile Print (iOS/Android/Windows 10 Mobile); Mobile Authentication and Pairing (iOS/Android) Optional: Google Cloud Print; WiFi Direct

PRINTER SPECIFICATIONS (OPTIONAL)

Print controller	Embedded Fiery IC-420
Controller CPU	AMD GX-424CC @ 2.4 GHz
Memory/HDD	2 GB / 500 GB
Page description language	Adobe PostScript 3 (CPSI 3020); PCL 6; PCL 5c

SCANNER SPECIFICATIONS

Scan speed (mono/color)	Up to 100/100 ipm in simplex Up to 200/200 ipm in duplex
Scan modes	Scan-to-eMail (Scan-to-Me); Scan-to-SMB (Scan-to-Home); Scan-to-FTP; Scan-to-Box; Scan-to-USB; Scan-to-WebDAV; Scan-to-URL; TWAIN scan
File formats	JPEG; TIFF; PDF; Compact PDF; Encrypted PDF; XPS; Compact XPS; PPTX Optional: Searchable PDF; PDF/A 1a and 1b; Searchable DOCX/PPTX/XLSX
Scan destinations	2,100 (single + group); LDAP support

COPIER SPECIFICATIONS

Imaging technology	Laser
Toner technology	Simitri® HD polymerized toner
Copy/print speed letter (mono/color)	Up to 30/30 ppm
Copy/print speed 11"x17" (mono/color)	Up to 15/15 ppm
Autoduplex Speed letter (mono/color)	Up to 30/30 ppm
1 st copy out time letter	5.0/6.7 sec.
Warm-up time	Approx. 12 sec. in mono; 13 sec. in color ²
Copy resolution	600 x 600 dpi
Gradation	256 gradations
Multicopy	1-9,999
Original format	3.5" x 8.5" to 11" x 17"; Custom sizes
Magnification	25-400% in 0.1% steps; Auto-zooming

FAX SPECIFICATIONS

Fax standard	Super G3 (optional)
Fax transmission	Analog; i-Fax; Color i-Fax; IP-Fax
Fax resolution	Up to 600 x 600 dpi
Fax compression	MH; MR; MMR; JBIG
Fax modem	Up to 33.6 Kbps
Fax destinations	2,100 (single + group)

USER BOX SPECIFICATIONS

Storable documents	Up to 3,000 documents or 10,000 pages
Type of user boxes	Public; Personal (with password or authentication); Group (with authentication)
Type of system boxes	Secure print; Encrypted PDF print; Fax receipt; Fax polling

SYSTEM FEATURES

Security Functions (standard)	ISO 15408 HCD-PP Common Criteria (in evaluation); IP filtering and port blocking; SSL2; SSL3 and TLS 1.0/1.1/1.2/1.3 network communication; IPsec support; IEEE 802.1x support; User authentication; Authentication log; Secure print; Kerberos; Solid state drive overwrite (8 standard types); SSD data encryption (AES 256); Memory data auto deletion; Confidential fax receipt; Print user data encryption
Security Functions (optional)	Antivirus real-time scanning (Bitdefender®); Copy protection (Copy Guard, Password Copy)
Accounting (standard)	Up to 1,000 user accounts; Active Directory support (user name + password + e-mail + smb folder); User function access definition
Accounting Functions (optional)	Biometric authentication (finger vein scanner); ID card authentication (ID card reader); Authentication by mobile device (Android/iOS)
Software	Net Care Device Manager; Data Administrator; Box Operator; Web Connection; Print Status Notifier; Driver Packaging Utility; Log Management Utility

¹ Maximum monthly copy/print volume supported under standard vendor supplied service. Defines the upper end of the expected customer volume for the device. Customers should consider multiple machines if average monthly volume approaches duty cycle on a continual basis.

² Warm-up time may vary depending on the operating environment and usage.

- All specifications refer to letter-size paper of 80 gsm weight.
- The support and availability of the listed specifications and functionalities varies depending on operating systems, applications and network protocols as well as network and system configurations.
- The stated life expectancy of each consumable is based on specific operating conditions such as page coverage for a particular page size (6% coverage of letter). The actual life of each consumable will vary depending on use and other printing variables including page coverage, page size, media type, continuous or intermittent printing, ambient temperature and humidity.
- Some of the product illustrations contain optional accessories.
- Specifications and accessories are based on the information available at the time of printing and are subject to change without notice.
- Konica Minolta does not warrant that any specifications mentioned will be error-free.
- All brand and product names may be registered trademarks or trademarks of their respective holders and are hereby acknowledged.

PARTNERSHIP.

Konica Minolta can help give shape to your ideas and partner with you to achieve your corporate objectives. Contact us to realize opportunities in:

INFORMATION MANAGEMENT

Enterprise Content Management (ECM)
Document Management
Automated Workflow Solutions
Business Process Automation
Security and Compliance
Mobility
eDiscovery Services

IT SERVICES

Application Services
Cloud Services
IT Security
Managed IT Services
IT Consulting & Projects
Apple Managed Services
Managed Voice Services
Technology Implementation and Deployment

TECHNOLOGY

Office Multifunction Business Solutions
Commercial and Production Printers
Industrial Printers
Wide Format Printers
3D Printers
Scanners
Security Surveillance Systems
Laptops, Desktops and Computer Hardware
Servers and Networking Equipment
Managed Print Services (MPS)
Managed Enterprise Services

Simitri HD SAP



KONICA MINOLTA

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
100 Williams Drive, Ramsey, New Jersey 07446

CountOnKonicaMinolta.com

For complete information on Konica Minolta products and solutions, please visit: CountOnKonicaMinolta.com

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING AN ENGAGEMENT LETTER AND THE EXECUTION OF A BUSINESS ASSOCIATE AGREEMENT FROM BAKER TILLY US, LLP FOR THE PROVISION OF CERTAIN FINANCIAL SERVICES TO THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

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

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

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board”, and with the President, the “Corporate Authorities”) have determined that the Village is in need of certain financial services (the “Services”); and

WHEREAS, Baker Tilly US, LLP (“Baker Tilly”) has presented the Village with an Engagement Letter (the “Letter”), a copy of which is attached hereto and incorporated herein as Exhibit A, which sets forth the terms and objectives of Baker Tilly’s engagement and the nature of the Services that they will provide to the Village; and

WHEREAS, in order to perform the professional services outlined in this Engagement Letter, Baker Tilly requires access to information subject to Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); and

WHEREAS, Federal law requires Baker Tilly to execute a Business Associate Agreement (the “BA Agreement”) prior to being granted this information; and

WHEREAS, Baker Tilly has attached a standard BA Agreement as Addendum A to the Engagement Letter; and

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

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

ARTICLE I. IN GENERAL

Section 01. Incorporation Clause.

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

Section 02. Purpose.

The purpose of this Resolution is to approve and authorize the Letter and the execution of the BA Agreement which sets forth the terms under which Baker Tilly will provide the Services to the Village.

Section 03. Invocation of Authority.

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

Section 04. State Law Adopted.

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

Sections 05-09. Reserved.

**ARTICLE II.
ACCEPTANCE OF LETTER**

Section 10. Authorization.

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

ARTICLE III.
HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE

Section 11. Headings.

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

Section 12. Severability.

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

Section 13. Superseder.

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

Section 14. Effective Date.

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

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

ADOPTED by the Village Board of the Village of Broadview, Cook County,
Illinois on this ___ day of _____ 2021, pursuant to a roll call vote, as follows:

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

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS
____ DAY OF _____ 2021.**

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

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

EXHIBIT A



Baker Tilly US, LLP
1301 W 22nd St, Ste 400
Oak Brook, IL 60521-3389

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F: +1 (630) 990 0039

bakertilly.com

March 31, 2021

Ms. Katrina Thompson, Village President
Village of Broadview
2350 South 25th Avenue
Broadview, IL 60155

Dear Ms. Thompson:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the Village of Broadview (Client, you, your).

Service and Related Report

We will audit the basic financial statements of the Village of Broadview as of and for the year ended April 30, 2020, April 30, 2021, and April 30, 2022 (optional year), and the related notes to the financial statements. Upon completion of our audit, we will provide the Village of Broadview with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the Village of Broadview, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

In order to perform the professional services outlined in this Engagement Letter, Baker Tilly requires access to information subject to Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Federal law requires Baker Tilly to execute a Business Associate Agreement (BA Agreement) prior to being granted this information. For your convenience, we have attached our firm standard BA Agreement for your review and signature as Addendum A. Please execute and return a copy with this Engagement Letter, keeping the original BA Agreement on file with your HIPAA compliance records.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

> Combining and Individual Fund Financial Statements

The following supplementary information will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Schedule of Expenditures of Federal Awards
- > Illinois GATA Consolidated Year End Financial Report (CYEFR)

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the Village of Broadview's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Broadview's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Management's Discussion and Analysis
- > Budget Comparison Schedules
- > OPEB - related schedules
- > Pension - related schedules

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. The objective also includes reporting on:

- > Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.
- > Internal control related to major federal programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether from (i) errors, (ii) fraudulent financial reporting, (iii) misappropriation of assets, or (iv) violations of laws or governmental regulations that are attributable to the Village of Broadview or to acts by management or employees acting on behalf of the Village of Broadview. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the Village of Broadview and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards* and the Uniform Guidance.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control over compliance issued pursuant to the Uniform Guidance.

We will design our audit to obtain reasonable, but not absolute, assurance of detecting misstatements due to errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact or a direct and material effect on major federal programs, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS and *Government Auditing Standards*, may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts or noncompliance, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit. Also, if required by *Government Auditing Standards*, we will report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse directly to parties outside of the Village of Broadview.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village of Broadview's compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether you have complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Village of Broadview's major programs. The purpose of those procedures will be to express an opinion on your compliance with requirements applicable to each of your major programs in our report on compliance issued pursuant to the Uniform Guidance.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

We will make reference to the audit of the Village of Broadview Police Pension Fund and the Village of Broadview Fire Pension Fund in our report on your financial statements.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

The Village of Broadview's management is responsible for the financial statements referred to above. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of the Uniform Guidance. Although we may advise you about appropriate accounting principles and their application, the responsibility for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework remains with management. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that there is reasonable assurance that government programs are administered in compliance with applicable requirements; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. You are also responsible for the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, for reporting financial information in conformity with accounting principles generally accepted in the United States of America (GAAP), and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the Village of Broadview involving: (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the Village of Broadview received in communications from employees, former employees, analysts, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review before we begin fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. You further agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) that you believe the schedule of expenditures of federal awards including its form and content, is fairly presented in accordance with the Uniform Guidance; (c) that the methods of measurement or presentation have not changed from those used in the prior year (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Village of Broadview complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited schedule of expenditures of federal awards, federal award programs, and compliance with laws, regulations, contracts and grant agreements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements. If we do not receive complete and accurate information from the Village of Broadview or others, we may be prevented from performing our work and, among other issues, misstatements in your financial statements, whether due to error or fraud, may go undetected.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the Village of Broadview; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Financial statement preparation, including the schedule of expenditures of federal awards, if required
- > Adjusting journal entries
- > Compiled regulatory reports
- > Compiled TIF financial statements
- > Compilation of accrual adjustments, related workpapers, and other accounting assistance
- > Completion of the auditee section of the Data Collection Form, if required

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the Village of Broadview must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

At the conclusion of our engagement, we will complete the appropriate auditor sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to complete the auditee sections and to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior year audit findings, auditors' reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include within the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of the auditors' reports or nine (9) months after the end of the audit period.

We will provide copies of our reports to the Village of Broadview, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and confidential information.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the Village of Broadview's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the Village of Broadview hereby authorizes us to do so.

Baker Tilly and the Village of Broadview acknowledge that, at the time of the execution of this Engagement Letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, Baker Tilly has restricted its employees from travel and onsite work, whether at a client facility or Baker Tilly facility, to protect the health of both Baker Tilly and its clients' employees. Accordingly, to the extent that any of the services described in this Engagement Letter requires or relies on personnel to travel and/or perform work onsite, then Baker Tilly and the Village of Broadview acknowledge and agree that when the performance of such work depends on physical access to Client's facilities, then such work may be supplanted with alternative procedures, or may be delayed, significantly or indefinitely and/or suspended at Baker Tilly's discretion. Baker Tilly and the Village of Broadview agree to provide the other with prompt written notice in the event any of the onsite services described herein, such as inventory observations and other procedures, will need to be supplanted, rescheduled and/or suspended. Baker Tilly and the Village of Broadview also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Baker Tilly will obtain the Village of Broadview's prior written approval for any increase in the cost of Baker Tilly services that may result from the situation surrounding COVID-19.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Village of Broadview's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Village of Broadview is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Village of Broadview

March 31, 2021

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Year	Financial Statement Audit	Four TIF Audits*	CYEFR Yellow Book, if required	Single Audit**, if required	IKE ETSB Audit	Totals
2020	\$ 50,925	\$ 14,220	\$ 3,000	\$ 4,500	\$ 4,000	\$ 76,645
2022	52,450	14,640	3,000	5,000	2,500	77,590
2022	54,025	15,080	3,000	5,150	2,575	79,830

*As of April 30, 2020, the Village has four Tax Increment Redevelopment Project Areas that require annual audits. The fees are presented as \$3,555/each for 2020, \$3,660/each for 2021, and \$3,770/each for 2022.

**Single audit fee includes one major program.

The audit of the IKE ETSB for fiscal year 2021 includes initial audit year fee of \$1,500. Should the Village request our assistance in the development of year-end accruals, capital asset compilation or other accounting assistance, we will bill this work at a discounted rate of 80% of our standard hourly rates.

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the Village of Broadview agrees to be responsible for all expenses of collection including related attorneys' fees.

Certain changes in the Village of Broadview's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote noted above. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new entities, divisions or subsidiaries; the development of new product lines or other significant changes in business operations; substantial modifications to financing arrangements; significant new employment or equity agreements; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals.

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Baker Tilly does not treat de-identified data or aggregate consumer information as personal data or personal information, and we reserve the right to convert Client personal data or personal information into de-identified data or aggregate consumer information for our own purposes. As a benefit of benchmarking the Village of Broadview to others in your industry, you allow us to enter your confidential accounting and/or financial data into the third party benchmarking software that we utilize. By signing this Engagement Letter, you expressly authorize us to make such disclosure of your confidential accounting and/or financial data, as we may elect within our discretion, with the understanding that, in doing so, you will not be specifically identified.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Village of Broadview, unless otherwise prohibited. In the event we are requested by the Village of Broadview or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Village of Broadview, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the Village of Broadview, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the Village of Broadview with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Village of Broadview

March 31, 2021

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Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the Village of Broadview will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Village of Broadview violates this nonsolicitation clause, the Village of Broadview agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the Village of Broadview and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Village of Broadview's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

Village of Broadview

March 31, 2021

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We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Jason Coyle, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Jason Coyle is available at 630 645 6205, or at jason.coyle@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

A handwritten signature in black ink that reads "Baker Tilly US, LLP". The script is cursive and fluid, with the letters "B", "T", and "L" being particularly large and stylized.

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date



MOSSADAMS

Report on the Firm's System of Quality Control

September 26, 2018

To the Partners of Baker Tilly Virchow Krause, LLP and the
AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly Virchow Krause, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly Virchow Krause, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Baker Tilly Virchow Krause, LLP has received a peer review rating of *pass*.

Moss Adams LLP

BUSINESS ASSOCIATE AGREEMENT BETWEEN VILLAGE OF BROADVIEW and BAKER TILLY US, LLP

THIS BUSINESS ASSOCIATE AGREEMENT (BA Agreement) replaces previous business associate agreements between Baker Tilly US, LLP (Business Associate) and Village of Broadview (Covered Entity) (each a Party and collectively the Parties) and is effective on March 24, 2021 (Effective Date).

1. PREAMBLE

Covered Entity and Business Associate enter into this BA Agreement to comply with the requirements of: (i) the implementing regulations at 45 C.F.R. Parts 160, 162 and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (i.e., the HIPAA Privacy, Security, Electronic Transaction, Breach Notification and Enforcement Rules the (Implementing Regulations)), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 the (HITECH Act) that are applicable to business associates and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules as issued on January 25, 2013, and effective March 26, 2013, (75 Fed. Reg. 5566 (Jan. 25, 2013)) the (Final Regulations). The Implementing Regulations, the HITECH Act and the Final Regulations are collectively referred to in this BA Agreement as the "HIPAA Requirements."

Covered Entity and Business Associate agree to incorporate into this BA Agreement any regulations issued by the U.S. Department of Health and Human Services (DHHS) with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

2. DEFINITIONS

- (a) "Breach" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.
- (b) "Business Associate Subcontractor" shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.
- (c) "Electronic PHI" shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.
- (d) "Limited Data Set" shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers or household members of the individual:
 - (i) Names;
 - (ii) Postal address information, other than town or city, State and zip code;
 - (iii) Telephone numbers;
 - (iv) Fax numbers;
 - (v) Electronic mail addresses;
 - (vi) Social security numbers;
 - (vii) Medical record numbers;
 - (viii) Health plan beneficiary numbers;
 - (ix) Account numbers;
 - (x) Certificate/license numbers;
 - (xi) Vehicle identifiers and serial numbers, including license plate numbers;
 - (xii) Device identifiers and serial numbers;

- (xiii) Web Universal Resource Locators (URLs);
- (xiv) Internet Protocol (IP) address numbers;
- (xv) Biometric identifiers, including finger and voice prints; and
- (xvi) Full face photographic images and any comparable images.

(e) "Protected Health Information" or "PHI" shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer or Health Care Clearinghouse, that (i) relates to the past, present or future physical or mental health or condition of an individual, provision of health care to the individual or the past, present or future payment for provision of health care to the individual, (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this BA Agreement shall mean both Electronic PHI and Nonelectronic PHI, unless another meaning is clearly specified.

(f) "Security Incident" shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

(g) "Unsecured Protected Health Information" shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.

(h) All other capitalized terms used in this BA Agreement shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

3. GENERAL TERMS

(a) In the event of an inconsistency between the provisions of this BA Agreement and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.

(b) Where provisions of this BA Agreement are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this BA Agreement shall control.

(c) Except as expressly provided in the HIPAA Requirements or this BA Agreement, this BA Agreement does not create any rights in third parties.

4. SPECIFIC REQUIREMENTS

(a) Flow-Down of Obligations to Business Associate Subcontractors. Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this BA Agreement in the same manner as required of Business Associate and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for noncompliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

(b) Privacy of Protected Health Information

- (i) Permitted Uses and Disclosures of PHI. Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this BA Agreement or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Engagement Letter and this BA Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

- (1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this BA Agreement, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 4(d)(ii) below.
 - (2) Business Associate shall establish, implement and maintain appropriate safeguards and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this BA Agreement.
- (ii) Business Associate Obligations. As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:
 - (1) the use relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate or (2) data aggregation services relating to the health care operations of the Covered Entity or
 - (2) the disclosure of information received in such capacity will be made in connection with a function, responsibility or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any Breaches of confidentiality.
- (iii) Minimum Necessary Standard and Creation of Limited Data Set. Business Associate's use, disclosure or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Engagement Letter and this BA Agreement, Business Associate agrees to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.
- (iv) Access. In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.
- (v) Disclosure Accounting. Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.
- (vi) Amendment. Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.
- (vii) Right to Request Restrictions on the Disclosure of PHI and Confidential Communications. If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.
- (viii) Return or Destruction of PHI. Upon the termination or expiration of the Engagement Letter or this BA Agreement, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies) or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this BA Agreement and of the HIPAA Requirements to the PHI and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.
- (ix) Availability of Books and Records. Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books and records relating to the use and disclosure of PHI in connection with this BA Agreement.
- (x) Termination for Breach.
 - (1) Business Associate agrees that Covered Entity shall have the right to terminate this BA Agreement or seek other remedies if Business Associate violates a material term of this BA Agreement.

- (2) Covered Entity agrees that Business Associate shall have the right to terminate this BA Agreement or seek other remedies if Covered Entity violates a material term of this BA Agreement.
- (c) Information and Security Standards
- (i) Business Associate will develop, document, implement, maintain and use appropriate Administrative, Technical and Physical Safeguards to preserve the Integrity, Confidentiality and Availability of, and to prevent nonpermitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity.
 - (ii) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.
 - (iii) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall:
 - (1) Implement Administrative, Physical and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity and Availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements;
 - (2) As also provided for in Section 4(a) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI;
 - (3) Report to Covered Entity any unauthorized access, use, disclosure, modification or destruction of PHI (including Electronic PHI) not permitted by this BA Agreement, applicable law or permitted by Covered Entity in writing (Successful Security Incidents or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 4(d)(iii)(1);
 - (4) For Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line or malware such as worms or viruses) (Unsuccessful Security Incidents), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 4(d)(iii)(2);
 - (5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification or destruction of PHI;
 - (6) Permit termination of this BA Agreement if the Covered Entity determines that Business Associate has violated a material term of this BA Agreement with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and
 - (7) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.
- (d) Notice and Reporting Obligations of Business Associate
- (i) Notice of Noncompliance with the BA Agreement. Business Associate will notify Covered Entity within 30 calendar days after discovery, any unauthorized access, use, disclosure, modification or destruction of PHI (including any successful Security Incident) that is not permitted by this BA Agreement, by applicable law or permitted in writing by Covered Entity, whether such noncompliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.
 - (ii) Notice of Breach. Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 30 calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

- (1) As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any nonpermitted acquisition, access, use or disclosure of PHI and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.
 - (2) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.
- (iii) Reporting Obligations.
- (1) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 30 calendar days after Business Associate learns of such nonpermitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will:
 - a. Identify (if known) each individual whose Unsecured Protected Health Information has been or is reasonably believed by Business Associate to have been accessed, acquired or disclosed;
 - b. Identify the nature of the nonpermitted access, use or disclosure including the date of the incident and the date of discovery;
 - c. Identify the PHI accessed, used or disclosed (e.g., name; social security number; date of birth);
 - d. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further nonpermitted accesses, uses or disclosures;
 - e. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the nonpermitted access, use or disclosure; and
 - f. Provide such other information, including a written report, as the Covered Entity may reasonably request.
 - (2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that:
 - a. identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4),
 - b. indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts and
 - c. if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.
- (iv) Termination.
- (1) Covered Entity and Business Associate each will have the right to terminate this BA Agreement if the other Party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this BA Agreement and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.
 - (2) If Business Associate or Covered Entity fail to cure the material breach or end the violation after the other Party's notice, Covered Entity or Business Associate (as applicable) may terminate this BA Agreement by providing Business Associate or Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.

- (v) Continuing Privacy and Security Obligations. Business Associate's and Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained or transmitted in connection with services to be provided under the Engagement Letter and this BA Agreement will be continuous and survive termination, cancellation, expiration or other conclusion of this BA Agreement or the Engagement Letter. Business Associate's other obligations and rights, and Covered Entity's obligations and rights upon termination, cancellation, expiration or other conclusion of this BA Agreement, are those set forth in this BA Agreement and/or the Engagement Letter.

IN WITNESS WHEREOF, the Parties have signed this BA Agreement on the dates indicated below.

BAKER TILLY US, LLP

Village of Broadview

By Jason Coyle
Signature

By _____
Signature

Jason Coyle
Print Name

Print Name

Title Partner

Title _____

Date Signed 3/31/2021

Date Signed _____

**THE VILLAGE OF BROADVIEW
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2021 - ____**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2020
TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2003A,
OF THE VILLAGE OF BROADVIEW,
COOK COUNTY, ILLINOIS**

**KATRINA THOMPSON, Mayor
KEVIN MCGRIER, Village Clerk**

**Judy Miller
Andrea Senior
John Tierney
Verina Horne
Judy Abraham
Sherman Jones**

Trustees

ORDINANCE NO. 2021 - ____

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2020
TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2003A,
OF THE VILLAGE OF BROADVIEW,
COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Broadview, Cook County, Illinois, adopted Ordinance No. 2003-06, on October 20, 2003, entitled “An Ordinance Providing for the Issuance of not to Exceed \$9,500,000 (1) General Obligation Capital Appreciation Bonds (Alternate Revenue Source), Series 2003A, of the Village of Broadview, Cook County, Illinois; for the Purpose of Providing Funds for Capital Projects Throughout the Village and for the Levy of a Direct Annual Tax Sufficient to Pay the Principal and Interest on said Bonds”; and

WHEREAS, the Village of Broadview now has on hand, on deposit in a Special Allocation Fund from sources other than taxation, funds which are available to be used to pay the principal and interest on the Series 2003A Bonds;

NOW, THEREFORE, be it ordained by the Mayor and Village Board of Trustees of the Village of Broadview, Cook County, Illinois as follows:

SECTION 1: The tax levy against all taxable property in the Village of Broadview as set forth in Ordinance No. **2003-06** is hereby abated as follows:

<u>Tax Year</u>	<u>Original Levy</u>	<u>Abatement</u>	<u>Levy</u>
2020	\$45,000	\$45,000	-0-

The Village reserves the right to re-implement any tax levy which is abated by the passage of an ordinance to that effect.

SECTION 2: The Village Clerk is authorized and directed to file a certified copy of this ordinance with the Cook County Clerk after passage.

SECTION 3: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not effect any of the other provisions of this ordinance.

SECTION 4: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this ____ day of _____, 2021 pursuant to a roll call
vote as follows:

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

APPROVED by the Mayor on _____, 2021.

Katrina Thompson
MAYOR

ATTEST:

VILLAGE CLERK

CERTIFICATION

I, _____, DO HEREBY CERTIFY that I am the duly qualified and elected Clerk of the Village of Broadview, Cook County, Illinois and that as such I do have charge of and custody of the books and records of the Village of Broadview, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY That the foregoing is a full, true and correct copy of Ordinance No. 2021- ____ “AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2020 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2003A, OF THE VILLAGE OF BROADVIEW, COOK COUNTY, ILLINOIS” adopted and approved by the Mayor and Village Board of Trustees of the Village of Broadview, Illinois on _____, 2021.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Broadview, Cook County, Illinois this ____ day of _____, 2021.

**Village Clerk
Village of Broadview
Cook County, Illinois**

**THE VILLAGE OF BROADVIEW
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2021 - ____**

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2020
TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2015A,
OF THE VILLAGE OF BROADVIEW,
COOK COUNTY, ILLINOIS**

**KATRINA THOMPSON, Mayor
KEVIN MCGRIER, Village Clerk**

**Judy Miller
Andrea Senior
John Tierney
Verina Horne
Judy Abraham
Sherman Jones**

Trustees

ORDINANCE NO. 2021 - ____

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2020
TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2015A,
OF THE VILLAGE OF BROADVIEW,
COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Broadview, Cook County, Illinois, adopted Ordinance No. 2015-13, on April 6, 2015 entitled “An Ordinance Providing for the Issuance of not to Exceed \$5,370,000 (1) Refunding Bonds (Alternate Revenue Source), Series 2015A, of the Village of Broadview, Cook County, Illinois; for the Purpose of Providing Funds for Capital Projects Throughout the Village and for the Levy of a Direct Annual Tax Sufficient to Pay the Principal and Interest on said Bonds”; and

WHEREAS, the Village of Broadview now has on hand, on deposit in the General Fund from sources other than taxation, funds which are available to be used to pay the principal and interest on the Series 2015A Bonds;

NOW, THEREFORE, be it ordained by the Mayor and Village Board of Trustees of the Village of Broadview, Cook County, Illinois as follows:

SECTION 1: The tax levy against all taxable property in the Village of Broadview as set forth in Ordinance No. **2015-13** is hereby abated as follows:

<u>Tax Year</u>	<u>Original Levy</u>	<u>Abatement</u>	<u>Levy</u>
2020	\$ 657,650	\$ 657,650	-0-

The Village reserves the right to re-implement any tax levy which is abated by the passage of an ordinance to that effect.

SECTION 2: The Village Clerk is authorized and directed to file a certified copy of this ordinance with the Cook County Clerk after passage.

SECTION 3: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not effect any of the other provisions of this ordinance.

SECTION 4: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this ____ day of _____, 2021 pursuant to a roll call vote as follows:

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

APPROVED by the Mayor on _____, 2021.

Katrina Thompson
MAYOR

ATTEST:

VILLAGE CLERK

CERTIFICATION

I, _____, DO HEREBY CERTIFY that I am the duly qualified and elected Clerk of the Village of Broadview, Cook County, Illinois and that as such I do have charge of and custody of the books and records of the Village of Broadview, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY That the foregoing is a full, true and correct copy of Ordinance No. 2021- ____ “AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2020 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2015A, OF THE VILLAGE OF BROADVIEW, COOK COUNTY, ILLINOIS” adopted and approved by the Mayor and Village Board of Trustees of the Village of Broadview, Illinois on _____, 2021.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Broadview, Cook County, Illinois this ____ day of _____, 2021.

**Village Clerk
Village of Broadview
Cook County, Illinois**

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 3 OF THE BROADVIEW VILLAGE CODE OF ORDINANCES REGARDING LIQUOR CONTROL 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 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 this 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 eight (8) classifications of retail liquor licenses; and

WHEREAS, the Corporate Authorities desire to create a Bring Your Own (BYO) license that would allow patrons to bring alcoholic beverages to a licensed business for consumption on the premises of the business; and

WHEREAS, the Corporate Authorities further desire to create a Banquet Hall license to allow for the sale and service of alcoholic beverages at qualified locations; and

WHEREAS, the types of license classifications sought do not fall within any of the eight (8) retail liquor license classifications that are currently a part of the Village Code; and

WHEREAS, the Village Code needs to be amended to add a BYO license and a Banquet Hall license to the list of current license classifications; 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 these new classifications into the current list of liquor license classifications;

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:

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. 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 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) 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) 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 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 21; and
2. Patrons bringing beer or wine onto the premises are limited to 750 milliliters of wine or 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 \$1,650.00.

(B) Number of Licenses:

~~If any liquor license of any class previously issued under this chapter is not renewed or the license is surrendered, cancelled, revoked, suspended, or otherwise terminated, including termination due to the sale of the business for which the license was issued, the total number of liquor licenses of that class to be issued by the Village shall be automatically reduced accordingly.~~

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:

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 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 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 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 effective and in full force immediately upon passage and approval.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the Village Board of the Village of Broadview, Cook County,
Illinois on this ___ day of _____ 2021, pursuant to a roll call vote, as follows:

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

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS
____ DAY OF _____ 2021.**

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

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