



AGENDA
REGULAR VILLAGE BOARD MEETING
Village Hall – Board Room
Monday, September 10, 2018
7:00 p.m.

Reasonable accommodations/auxiliary aids will be provided to enable persons with disabilities to effectively participate in any public meetings of the Board. Please contact the Village Administrative Office (847.883.8600) 48 hours in advance if you need special accommodations to attend. Regular Village Board Meetings will not proceed past 10:30 p.m. unless there is a consensus of the majority of the Trustees to do so.

CALL TO ORDER

1.0 ROLL CALL

PLEDGE OF ALLEGIANCE

2.0 APPROVAL OF MINUTES

2.1 Approval of the August 27, 2018 Regular Village Board Meeting Minutes

3.0 REPORTS OF OFFICERS

3.1 Mayor's Report

3.2 Village Clerk's Report

3.3 Village Treasurer's Report

3.4 Village Manager's Report

4.0 PAYMENT OF BILLS

4.1 Bills Presented for Payment on September 10, 2018 in the amount of \$137,895.62

5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only)

6.0 PETITIONS AND COMMUNICATIONS

7.0 CONSENT AGENDA

Items on the Consent Agenda will be approved by one motion. If a Trustee wishes to discuss any item, it will be pulled from the Consent Agenda and discussed under "Unfinished Business".

7.1 Approval of an Investment Advisory Agreement and Custodian Account Agreement with Sawyer Falduto Asset Management (Village of Lincolnshire)

7.2 Consideration of an Ordinance Dissolving the Village of Lincolnshire "Fund 21" (Westminster Way Transportation Special Service Area 1A) (Village of Lincolnshire)

7.3 Approval of a Professional Engineering Service Contract with Patrick Engineering, Inc., for Illinois Route 22 Emergency Access Design, Permits and

Bidding Services at a Cost not to Exceed \$69,770.53 (Village of Lincolnshire)

- 7.4 Approval of a Professional Engineering Services Contract with Ciorba Group, Inc. at a cost not to Exceed \$18,744.35 for Preparation of Bid Plans/Specifications for an Emergency Alternative Water Supply Connection (Village of Lincolnshire)

8.0 ITEMS OF GENERAL BUSINESS

8.1 Planning, Zoning & Land Use

8.2 Finance and Administration

- 8.21 Approval of a Utility Tax Audit Service Agreement with Azavar Solutions (Village of Lincolnshire)

8.3 Public Works

8.4 Police

8.5 Parks and Recreation

8.6 Judiciary and Personnel

9.0 REPORTS OF SPECIAL COMMITTEES

10.0 UNFINISHED BUSINESS

11.0 NEW BUSINESS

12.0 ADJOURNMENT



MINUTES
REGULAR VILLAGE BOARD MEETING
Monday, August 27, 2018

Present:

- | | |
|--|---|
| Mayor Brandt | Trustee Harms Muth |
| Trustee Grujanac | Trustee Hancock |
| Trustee McDonough | Trustee Servi |
| Trustee Leider | Village Clerk Mastandrea |
| Village Attorney Simon | Village Manager Burke |
| Chief of Police Leonas | Public Works Director Woodbury |
| Village Treasurer/Finance Director Peterson | Assistant Village Manager/Community &
Economic Development Director Gilbertson |
| Assistant Public Works Director/Village
Engineer Dittrich | Economic Development Coordinator Zozulya |

ROLL CALL

Mayor Brandt called the meeting to order at 7:00 p.m., and Village Clerk Mastandrea called the Roll.

Pledge of Allegiance

2.1 Approval of the August 6, 2018 Special Village Board Meeting Minutes

Trustee Servi moved and Trustee Leider seconded the motion to approve the minutes of the Special Village Board Meeting of August 6, 2018 as presented. The roll call vote was as follows: AYES: Trustees Leider, Servi, Grujanac, and Harms Muth. NAYS: None. ABSENT: Trustees McDonough and Hancock. ABSTAIN: None. Mayor Brandt declared the motion carried.

3.0 REPORTS OF OFFICERS

3.1 Mayor's Report - None

3.2 Village Clerk's Report - None

3.3 Village Treasurer's Report

3.31 Revenues and Expenditures for the Month of July, 2018

Village Treasurer/Finance Director Peterson noted the Revenue and Expenditure Summary is included in the Board packet; and all revenues and expenditures have been properly recorded for the month of July 2018.

3.4 Village Manager's Report

3.41 Public Works Management Analyst Marc Facchini

Village Manger Burke introduced Marc Facchini who recently started with the Village of Lincolnshire as the Public Works Management Analyst.

Mayor Brandt noted she first met Management Analyst Facchini when he was monitoring parking at the 4th of July Festival.

4.0 PAYMENT OF BILLS

4.1 Bills Presented for Payment on August 27, 2018 in the amount of \$1,704,353.36

Mayor Brandt noted the bills prelist of August 27, 2018 totals \$1,704,353.36.

Trustee Servi moved and Trustee Grujanac seconded the motion to approve the bills prelist dated August 27, 2018 as presented. The roll call vote was as follows: AYES: Trustees Grujanac, Servi, Harms Muth, and Leider. NAYS: None. ABSENT: Trustees Hancock and McDonough. ABSTAIN: None. Mayor Brandt declared the motion carried.

5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only)

Mayor Brandt asked if there were any citizens in attendance for any item other than 8.1. Mayor Brandt informed the citizens she would allow for Public Comments regarding 8.1 when she opens up the item.

Village Attorney Simon provided Public Comment Rules which allow up to 30 minutes of time for Public Comment on public matters and Village business. Village Attorney Simon stated each person is entitled to two minutes of time and asked each citizen to direct their comments to the Board not to members of the audience or staff. This is a time for comments and citizens can ask questions but may not get answers because it is time for public comment. This is no longer a part of Public Hearing; the Public Hearing has been closed.

6.0 PETITIONS AND COMMUNICATIONS - None

7.0 CONSENT AGENDA - None

8.0 ITEMS OF GENERAL BUSINESS

8.1 Planning, Zoning & Land Use

8.11 Approval of an Ordinance Rezoning Certain Property from OC Office Campus to B2 General Business District and Granting a Special Use Permit for a Planned Unit Development for a Mixed-Use Development with Recreation, Hospitality and Restaurant Uses (90, 98, and 100 Half Day Road - TSJ Lincolnshire Property LLC)

Mayor Brandt opened up item 8.11 and allowed for Public Comment.

Assistant Village Manager/Community & Economic Development (CED) Director Gilbertson called up the Public who signed in to make comments.

Mr. Bob Schafer, resident of 8 Court of Connecticut River Valley, provided concerns and issues regarding The Saint James track record noting they do not have an open facility, the Ordinance Finding of Facts, and stated many

items in the Findings of Fact are subjective. Mr. Shafer provided a copy of his comments to the Board.

Mayor Brandt stated it is her understanding The Saint James in Virginia is set to open within a few months.

Mr. Larry Barnhart, resident at 4 Court of Connecticut River Valley, stated his opinion is the Board needs to do their due diligence prior to approving rezoning, follow the Village procedures, and do something to reassure the residents rezoning is appropriate. Mr. Barnhart read comments regarding if The Saint James gets approval and provided language the residents would like incorporated into the Ordinance. Mr. Barnhart provided a copy of his requests to the Board.

Mayor Brandt stated staff received an email from Evie Cooper with minor wording requests to the Ordinance and asked Village Attorney Simon to address Ordinance language questions raised.

Village Attorney Simon stated he could not address Mr. Barnhart's request since he has not had a chance to review them. Village Attorney Simon stated the Ordinance is written now to state that if the acquisition notice is not received within a year, the entire Ordinance goes away and it goes back to where we started before the Ordinance was ever passed. The Ordinance is written as generally and broadly as possible with the intent that if the Village does not get the acquisition notice within a year, everything gets thrown out. Village Attorney Simon addressed the question asking if the condition precedent starts over, if there is a transfer of the contract and stated there is no intent; it starts once and runs for a year. It does not start over again if there is another assignment of the real estate contract. Mr. Barnhart suggested writing the Ordinance to state it would be strictly for The Saint James so it would make this specific to them. Trustee Harms Muth stated all the development plans still need to come back to the Board for approval; the approval tonight is only for rezoning.

Mayor Brandt addressed the proposal in Gurnee that the Public referenced in comments received by the Board and noted she did not agree the project in Gurnee is similar to where the Village of Lincolnshire is at with this request. The current sites referenced in the work planned in Gurnee are to study the feasibility as it relates to two separate land owners and one of the parcels is unincorporated Lake County. Mayor Brandt noted it is her understanding any development review in Gurnee would involve an Annexation and a long process. Differently than the Gurnee project, Lincolnshire is not expending any funds for this project; the development under consideration is proposed by a private entity.

Mr. Michael Kerin, Director of Development with The St. James provided background information regarding The St. James strategic planning and history.

Ms. Stacey Cetin, resident of 10 Court of Fox River Valley asked about memberships for the proposed facility and what the occupancy rate for the current hotels are; and would there be adequate demand for hotel space to support the proposed hotel facility. Ms. Cetin asked if the Police can set up speed traps to support the budget instead of the project. Ms. Cetin noted concern with drainage as a result of the proposed. Mayor Brandt stated at a recent business roundtable meeting all the hotels in attendance stated their opinion that additional hotel space is needed. Mayor Brandt stated drainage is not part of rezoning, but if the project moves forward, Lake County Stormwater Management will need to sign off on the project. Ms. Cetin suggested putting a bigger for sale sign up at the project for more prospects to the site. Mayor Brandt stated the size of the sign is limited by code. Village Manager Burke stated he would never want to use Police enforcement activities for the sole purpose of generating revenue.

Mayor Brandt stated with regard to Police Pension and tax rate referred to by Ms. Cetin, the tax rate has remained steady for the past six years and the Village only taxes residents for Police Pension obligations and public safety services.

Mayor Brandt noted she received two other letters other than Ms. Coopers; one was from the previous Mayor, Brett Blomberg and Mayor Brandt read the letter of support for the project. The other letter was from the former chairman of the Zoning Board, Brian Manion and Mayor Brandt read the letter of support.

Mayor Brandt stated she asked Trustees Hancock and McDonough to express their opinion on how they would vote since they would not be in attendance. Village Manager Burke read Trustee McDonough's statement as follows: "I hope we can continue the review process for another meeting when all Board members are not on vacation". Village Manager Burke read Trustee Hancock's statement as follows: I am supportive of agenda item 8.1.1. I am supportive for many reasons, including:

- The recreation, hospitality and restaurant use is attractive to many Lincolnshire residents, businesses, retailers, hotels, and schools.
 - The proposed zoning provides the potential for direct and indirect tax dollars that far exceed the benefits of office use.
 - The village needs to attract young families, quality restaurants and retailers to maintain and improve the vibrancy of our village, this zoning has the potential to do so.
 - The traffic increases as proposed are manageable, certainly relative to office use.
 - Risks associated with the development can be further mitigated, through the diligence of village and board as we continue through the process
- I hope work with the developers, tenants, village, and our volunteer boards to create a development that Lincolnshire is proud to have in our village.

Trustee Grujanac moved and Trustee Leider seconded the motion to approve an Ordinance rezoning certain property from OC Office Campus to B2

General Business District and granting a Special Use Permit for a Planned Unit Development for a Mixed-Use Development with Recreation, Hospitality and Restaurant Uses (90, 98, and 100 Half Day Road - TSJ Lincolnshire Property LLC). The roll call vote was as follows: AYES: Trustees Grujanac, Servi, Harms Muth, and Leider. NAYS: None. ABSENT: Trustees Hancock and McDonough. ABSTAIN: None. Mayor Brandt declared the motion carried.

Mayor Brandt stated the first part of the process has begun. There will be more Public Hearings. A full application and plans will need to be submitted by The St. James, and staff will notify the residents that have signed up for the email notifications.

Village Attorney Simon provided information related to the approved Ordinance and the process going forward.

8.2 Finance and Administration

8.21 Approval of a Resolution Approving Closed Session Meeting Minutes and Authorizing the Village Clerk to Make Certain Closed Session Meeting Minutes Available for Public Inspection First Review 2018 and Authorizing Destruction of Certain Audio Recordings of Closed Session Minutes (Village of Lincolnshire)

Trustee Leider moved and Trustee Grujanac seconded the motion to approve a Resolution Approving Closed Session Meeting Minutes and Authorizing the Village Clerk to Make Certain Closed Session Meeting Minutes Available for Public Inspection First Review 2018 and Authorizing Destruction of Certain Audio Recordings of Closed Session Minutes. The roll call vote was as follows: AYES: Trustees Grujanac, Servi, Harms Muth, and Leider. NAYS: None. ABSENT: Trustees Hancock and McDonough. ABSTAIN: None. Mayor Brandt declared the motion carried.

8.3 Public Works

8.31 Consideration of Awarding a Contract to American Underground, Glenview, IL for Sanitary and Storm Sewer Televising and Cleaning in the Amount of \$54,450.53 (Village of Lincolnshire – Waiver of First Reading)

Trustee Grujanac moved and Trustee Harms Muth seconded the motion to waive the first reading of awarding a contract to American Underground, Glenview, IL for Sanitary and Storm Sewer Televising and Cleaning in the amount of \$54,450.53. The roll call vote was as follows: AYES: Trustees Grujanac, Servi, Harms Muth, and Leider. NAYS: None. ABSENT: Trustees Hancock and McDonough. ABSTAIN: None. Mayor Brandt declared the motion carried.

Trustee Leider moved and Trustee Grujanac seconded the motion to approve awarding a contract to American Underground, Glenview, IL for Sanitary and Storm Sewer Televising and Cleaning in the amount of \$54,450.53. The roll call vote was as follows: AYES: Trustees Grujanac, Servi, Harms Muth, and

Leider. NAYS: None. ABSENT: Trustees Hancock and McDonough.
ABSTAIN: None. Mayor Brandt declared the motion carried.

8.4 Police

8.5 Parks and Recreation

8.6 Judiciary and Personnel

9.0 REPORTS OF SPECIAL COMMITTEES

10.0 UNFINISHED BUSINESS

11.0 NEW BUSINESS

12.0 EXECUTIVE SESSION

13.0 ADJOURNMENT

Trustee Grujanac moved and Trustee Leider seconded the motion to adjourn. The voice vote was unanimous and Mayor Brandt declared the meeting adjourned at 7:49 p.m.

Respectfully submitted,
VILLAGE OF LINCOLNSHIRE

Barbara Mastandrea
Village Clerk



**Agenda Item
4.1**

VILLAGE OF LINCOLNSHIRE

BILLS PRESENTED FOR PAYMENT

09/10/2018

General Fund	\$	114,193.67
Water & Sewer Fund	\$	15,943.99
Motor Fuel Tax		
Water & Sewer Improvement Fund		
Fraud, Alcohol, Drug Enforcement		
Vehicle Maintenance Fund	\$	5,765.96
E 911 Fund		
Park Development Fund		
Sedgebrook SSA		
SSA Traffic Signal		
General Capital Fund	\$	1,992.00
GRAND TOTAL	\$	137,895.62

Brad Burke, Village Manager

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 08/28/2018 - 09/10/2018
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: A & E RUBBER STAMP		
613872	Notary Stamp- Lustig	23.50
TOTAL VENDOR A & E RUBBER STAMP		23.50
VENDOR NAME: ADAMS STEEL SERVICE INC		
351162	Conservancy Markers	490.00
TOTAL VENDOR ADAMS STEEL SERVICE INC		490.00
VENDOR NAME: AIR ONE EQUIPMENT, I		
135361	Computer Air Mask Flow Test for Water Department	195.00
TOTAL VENDOR AIR ONE EQUIPMENT, I		195.00
VENDOR NAME: AMERICAN PRINTING TECHNOLOGIES		
18-LS09P	09 2018 UB Postage	942.66
18-LS09	09 2018 UB Print Service	465.00
TOTAL VENDOR AMERICAN PRINTING TECHNOLOGIES		1,407.66
VENDOR NAME: AMERICAN PUBLIC WORKS		
21900-2018/2019	APWA Membership Renewal (Woodbury, Dittrich, M	759.64
TOTAL VENDOR AMERICAN PUBLIC WORKS		759.64
VENDOR NAME: AMERI-TEX INC.		
108215	Embroider Uniform Shirts - Brown & Leonas	67.50
TOTAL VENDOR AMERI-TEX INC.		67.50
VENDOR NAME: ANIMAL CONTROL SPECIALISTS, INC.		
18-8078	Treated Yellow Jacket Wasp Nest on 8-14-18	205.00
TOTAL VENDOR ANIMAL CONTROL SPECIALISTS, INC.		205.00
VENDOR NAME: ARAMARK		
2081682670	Weekly Uniform Rental (Chris Fisher has been rerr	79.95
2081692096	Weekly Uniform Rental	79.95
TOTAL VENDOR ARAMARK		159.90
VENDOR NAME: ARLINGTON HEIGHTS FORD		
831908	Squad 98	170.19
TOTAL VENDOR ARLINGTON HEIGHTS FORD		170.19
VENDOR NAME: BADE SUPPLY		
20327	Garbage Bags	330.16
TOTAL VENDOR BADE SUPPLY		330.16
VENDOR NAME: BAKER & SON CO		
21921	Asphalt	54.54
TOTAL VENDOR BAKER & SON CO		54.54
VENDOR NAME: CHAIN O LAKES LUMBER		
23770	2nd Batch of Lumber for Bike Path Signs	1,242.00
TOTAL VENDOR CHAIN O LAKES LUMBER		1,242.00
VENDOR NAME: CHARLES JACKSON		
B15-0078T	BD Tree Bond Refund - 229 Brampton	2,050.00
TOTAL VENDOR CHARLES JACKSON		2,050.00
VENDOR NAME: COMED		
3427049011-08-18	Rate 23 Street Lighting 7-23-18 thru 8-21-18	877.28
TOTAL VENDOR COMED		877.28
VENDOR NAME: DAVEY TREE EXPERT		
912963913	Spring Lake Park - Removed all dead & broken bra	920.00
912963914	Old Mill Park - Remove all dead and broken branch	900.00

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 08/28/2018 - 09/10/2018
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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: DAVEY TREE EXPERT		
912963908	Balzer Park - Remove all dead and broken branche	675.00
912963907	Balzer Park - Remove all dead and broken branche	900.00
TOTAL VENDOR DAVEY TREE EXPERT		3,395.00
VENDOR NAME: DONALD BROTZ		
B15-0079T	BD Tree Bond Refund - 8 Sherwood	3,450.00
TOTAL VENDOR DONALD BROTZ		3,450.00
VENDOR NAME: FEDEX		
6-276-63598	Overnight ship test results to IEPA	63.13
TOTAL VENDOR FEDEX		63.13
VENDOR NAME: FOREMAN PETER		
2017	Senior Citizen Property Tx Relief Refund	229.80
TOTAL VENDOR FOREMAN PETER		229.80
VENDOR NAME: FOREMAN, JD		
323340	Storm Sewer Repair - Yorkshire	345.00
TOTAL VENDOR FOREMAN, JD		345.00
VENDOR NAME: GARVEY'S OFFICE PRODUCTS		
PINV1589124	Ink Cartridges for Epson & Label Marker Tape	256.71
TOTAL VENDOR GARVEY'S OFFICE PRODUCTS		256.71
VENDOR NAME: GRAINGER, INC.		
9886496075	New Anti-Icing Unit Switch Panel	30.77
9878441485	Cone Holder for Trailers	109.12
9880088852	Anti-Icing Unit Straps + D Rings	201.56
9877642851	Batteries for water department	87.17
TOTAL VENDOR GRAINGER, INC.		428.62
VENDOR NAME: GREEN ACRES LANDSCAPING		
2018-4563	July Service for Weekly Maintenance & Mowing	22,690.00
2018-4565	Bicentennial Park (Berm Area) - Removed Weeds &	350.00
2018-4566	Bicentennial Park - Spread Woodchips	950.00
2018-4564	Lakewood XL Retaining Wall (Route 22 between Be	6,500.00
TOTAL VENDOR GREEN ACRES LANDSCAPING		30,490.00
VENDOR NAME: HAVEY COMMUNICATIONS		
8653	2-Way Radio Parts	200.00
TOTAL VENDOR HAVEY COMMUNICATIONS		200.00
VENDOR NAME: ILLINOIS HOMICIDE		
September 2018	ILHIA Annual Training Conference Oct 8-10, 2018	675.00
TOTAL VENDOR ILLINOIS HOMICIDE		675.00
VENDOR NAME: ILLINOIS ROOF CONSULTING ASSOC INC.		
24148	Inspection & Written Report for 101 Westminster	500.00
TOTAL VENDOR ILLINOIS ROOF CONSULTING ASSOC I		500.00
VENDOR NAME: IMRF		
10871	08 2018 Member & Employer Contributions	62,725.23
TOTAL VENDOR IMRF		62,725.23
VENDOR NAME: INTERDEV, LLC		
MSP1017077	Aug 2018 IT Services, PSA Technician & Device	5,726.62
TOTAL VENDOR INTERDEV, LLC		5,726.62
VENDOR NAME: INVOICE CLOUD		
1185-2018_8	08 2018 Paperless Utility Bills	0.25

CUSTOM INVOICE REPORT FOR VILLAGE OF LINCOLNSHIRE
INVOICE DUE DATES 08/28/2018 - 09/10/2018
JOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: INVOICE CLOUD		
	TOTAL VENDOR INVOICE CLOUD	0.25
VENDOR NAME: J. G. UNIFORMS, INC.		
40427	Outer Vest Cover - Forkes	261.19
	TOTAL VENDOR J. G. UNIFORMS, INC.	261.19
VENDOR NAME: JURANEK FRANK		
2017	Senior Citizen Property Tx Relief Refund	105.01
	TOTAL VENDOR JURANEK FRANK	105.01
VENDOR NAME: KINNUCAN COMPANY		
349195	Tree Removals & Stump Grindings	3,557.00
	TOTAL VENDOR KINNUCAN COMPANY	3,557.00
VENDOR NAME: LINCOLNSHIRE RIVERWOODS FPD		
10237	Plan Review_66 Woodland Trail_Lincolnshire Trails	515.00
10244	Plan Review_303 Camberley Basement Finish_P18	290.00
10246	Plan Review_100 Tri State_Wipfli_P18-0040FS	1,257.00
10253	Plan Review_4 Overlook AON Temp_Tent Event_P	60.00
10236	Plan Review_68 Woodland Trail_Lincolnshire Trails	515.00
	TOTAL VENDOR LINCOLNSHIRE RIVERWOODS FPD	2,637.00
VENDOR NAME: LINCOLNSHIRE VILLAGE-PETTY CASH		
09102018	09/10/18 Petty Cash Reimbursements	328.75
	TOTAL VENDOR LINCOLNSHIRE VILLAGE-PETTY CASH	328.75
VENDOR NAME: MAGIDGLOVE.COM		
1646078	Safety Gloves & Glasses	84.99
1659892	Fleet Gloves	82.11
1658150	Hard Hats & Safety Glasses	67.64
	TOTAL VENDOR MAGIDGLOVE.COM	234.74
VENDOR NAME: MANKOFF INDUSTRIES		
4588	Monthly Inspection for Underground Storage Tank -	660.00
	TOTAL VENDOR MANKOFF INDUSTRIES	660.00
VENDOR NAME: MENONI & MOCOGNI, IN		
1294721	Screened Red Rock	860.05
	TOTAL VENDOR MENONI & MOCOGNI, IN	860.05
VENDOR NAME: METROCOUNT USA INC		
INV08674	Road Nails for Traffic Counters	69.00
	TOTAL VENDOR METROCOUNT USA INC	69.00
VENDOR NAME: MULCH CENTER		
44236	Mulch	147.00
	TOTAL VENDOR MULCH CENTER	147.00
VENDOR NAME: NAPA-SHERIDAN AUTO PARTS		
986112	Rocker Switches	50.95
985989	Wire	162.00
	TOTAL VENDOR NAPA-SHERIDAN AUTO PARTS	212.95
VENDOR NAME: NEOPOST USA INC		
15497520	Supplies for Postage Machine	250.50
	TOTAL VENDOR NEOPOST USA INC	250.50
VENDOR NAME: NORTH SHORE GAS		
606017125-01-08-18	24400 Riverwoods Pumping 7-13-18 thru 8-13-18	33.80
604290016-04-08-18	Fallstone Liftstation 7-14-18 thru 8-15-18	27.34
604290016-02-08-18	Farrington Liftstation 7-14-18 thru 8-14-18	33.32
604290016-01-08-18	Old Mill Liftstation 6-16-18 thru 8-14-18	31.23

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: NORTH SHORE GAS		
	TOTAL VENDOR NORTH SHORE GAS	125.69
VENDOR NAME: NORTHWEST ELECTRICAL SUPPLY		
17391413	Fluorescent Bulbs	100.00
	TOTAL VENDOR NORTHWEST ELECTRICAL SUPPLY	100.00
VENDOR NAME: NORTHWESTERN UNIVERSITY		
12056	Supervision of Poice Personnel Course - Zange De	1,000.00
	TOTAL VENDOR NORTHWESTERN UNIVERSITY	1,000.00
VENDOR NAME: O'HERRON CO INC		
1844311-IN	Uniform Shirts - Brown	82.76
	TOTAL VENDOR O'HERRON CO INC	82.76
VENDOR NAME: PAYLOCITY		
104256736	08/31/18 Pay Services	456.46
	TOTAL VENDOR PAYLOCITY	456.46
VENDOR NAME: PITNEY BOWES, INC.		
3102377306	6/20-9/19/18 Postg Mtr Rntl #13018776	306.00
	TOTAL VENDOR PITNEY BOWES, INC.	306.00
VENDOR NAME: ROBERT & SHERRY RALSTON		
B15-0035EP	BD Tree Bond Refund - 213 Brampton	1,305.00
	TOTAL VENDOR ROBERT & SHERRY RALSTON	1,305.00
VENDOR NAME: ROSENBLATT, CYNTHIA		
2017	Senior Citizen Property Tx Relief Refund	118.04
	TOTAL VENDOR ROSENBLATT, CYNTHIA	118.04
VENDOR NAME: SUBURBAN ACCENTS, INC.		
27013	Graphics & Lettering Sq. 1851	750.00
26975	Rehabbed Message Board Replacement Decals	159.75
	TOTAL VENDOR SUBURBAN ACCENTS, INC.	909.75
VENDOR NAME: TKG ENVIRONMENTAL SERVICES GROUPLLC		
9808	Street Sweeping for month of August	1,365.00
	TOTAL VENDOR TKG ENVIRONMENTAL SERVICES GR	1,365.00
VENDOR NAME: TRAFFIC CONTROL & PROTECTION INC.		
93635	Street Signs (Ped. Crossing + Left Arrow)	162.00
	TOTAL VENDOR TRAFFIC CONTROL & PROTECTION IN	162.00
VENDOR NAME: US POSTAL SERVICE		
08302018	Meter Refill: POC Acct #8056513	1,001.00
	TOTAL VENDOR US POSTAL SERVICE	1,001.00
VENDOR NAME: WASTE MANAGEMENT		
2048572-1985-9	Misc. Disposal	799.35
	TOTAL VENDOR WASTE MANAGEMENT	799.35
VENDOR NAME: WATER PRODUCTS CO.		
0282581	6" Hydrant Extension	910.00
	TOTAL VENDOR WATER PRODUCTS CO.	910.00
VENDOR NAME: WAUKEGAN STEEL LLC		
275109	Steel for New Anti-Icing Unit	740.26
	TOTAL VENDOR WAUKEGAN STEEL LLC	740.26

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: WHOLESALE DIRECT, INC.		
000234874	Anti-Icing Unit Beacon Light/Accessories + Admin 1	525.97
TOTAL VENDOR WHOLESALE DIRECT, INC.		525.97
VENDOR NAME: WUNDERLICH-MALEC SERVICES INC		
12871	Repair to Londonderry Liftstation - Air Manifold had	1,475.00
TOTAL VENDOR WUNDERLICH-MALEC SERVICES INC		1,475.00
VENDOR NAME: XEROX CORPORATION		
094340061	Coco Base Charge and Billable Color Prints 07/21/18	277.45
094340060	Meme Base Charge 07/26/18 - 08/21/18	337.97
094340058	Nemo Base Charge 07/21/18 - 08/30/18	57.00
TOTAL VENDOR XEROX CORPORATION		672.42
GRAND TOTAL:		137,895.62

**REQUEST FOR BOARD ACTION
Regular Village Board Meeting
September 10, 2018**

Subject: Azavar Government Solutions Agreement

Action Requested: Consideration of Approval and Authorization to enter into Utility Tax Audit Service Agreement

Originated By/Contact: Michael Peterson, Finance Director/ Treasurer

Referred To: Mayor and Village Board of Trustees

Summary:

Staff has selected Azavar Government Solutions to provide utility tax audit services in exchange for a 40% contingency based fee over a three year period. Scope of services includes audits and review of revenues and expenditures related to electricity, natural gas, telecommunications, and hotel taxes to name a few. Azavar will perform the labor-intensive process to discover and recover lost revenue, as well as, savings to the Village from utility over charges.

Update Since 8/27/2018 COW Meeting:

Per the Board's request, staff has researched the revenue sharing with AmAudit for the period 2007 to 2012. The agreement was based on a 50/50 split and we each received 50% (\$234,516.54) of the amounts listed below.

<i>Natural Gas Use Tax</i>	<i>\$178,960.34</i>
<i>Telecommunication Tax</i>	<i>\$168,580.24</i>
<i>Utility Tax Recover</i>	<i><u>\$121,492.50</u></i>
<i>Total Savings/Recovery</i>	<i>\$469,033.08</i>

Background:

During the 2016 and 2017 Budget workshops; the Village Board directed staff to research revenue enhancement in response to the loss of sales tax related to the relocation of a few key businesses.

Since October 2017, the Village along with six other communities (Grayslake, Highland Park, Libertyville, Mundelein, Round Lake Beach, and Waukegan) have jointly interviewed two utility tax audit service companies (Azavar Government Solutions and Avenu). A third company, AmAudit failed to respond.

Budget Impact:

Potential increase to various tax revenue.
Potential utility expenditures reduction.

Recommendation:

Consideration and Discussion of placing the Agreement on the Consent Agenda for Approval at the September 10, 2018 Regular Village Board meeting.

Reports and Documents Attached:

- Agreement

Meeting History	
Committee of the Whole Meeting	08/27/2018
Regular Village Board Meeting:	09/10/2018

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the Village of Lincolnshire, an Illinois municipal corporation, having its principal place of business at One Olde Half Day Road, Lincolnshire, IL 60069 (“Customer”).

1. SCOPE OF SERVICES

1.1. Subject to the following terms and conditions, Azavar shall provide professional data audit and compliance management services (“Services”) in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

a) Azavar shall undertake a Municipal Audit Program (“Statement of Work”) on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and/or audit each existing tax, fee, ordinance, contract, franchise agreement, and expense (collectively, the “Revenue Sources”) imposed by or upon the Customer within the Customer’s corporate boundaries (“Audit(s)”). The Municipal Audit Program includes Audits and reviews of revenues and expenditures related to the following Revenue Sources:

- i.** Electricity providers and/or consumers
- ii.** Natural gas and Natural Gas Use Tax providers and/or consumers
- iii.** Multichannel video (i.e. cable) franchise fees and service fees and/or consumers
- iv.** Telecommunications providers and/or consumers
- v.** Water, sewer, providers and/or consumers
- vi.** Locally imposed, levied, and/or administered charges, fees or fines
- vii.** Locally imposed and/or administered Business Licenses or Registrations
- viii.** Taxpayers subject to Motor Fuel Tax
- ix.** Taxpayers subject to Local Amusement Taxes
- x.** Taxpayers subject to Business License and/or Registration Fees
- xi.** Taxpayers subject to Liquor License Taxes
- xii.** Taxpayers subject to Hotel Occupation Taxes
- xiii.** Taxpayers subject to Real Estate Transfer Taxes
- xiv.** A review of revenues distributed to the Customer by the State of Illinois, namely the Illinois Department of Revenue (“IDOR”), including reviewing IDOR address designations for Retailers’ Occupation Tax, Service Occupation Tax, Use Tax, and Service Use Tax remitters.

b) The purpose of each Audit is to determine past, present, and future taxes, franchise fees, service fees, or any other refunds, monies or revenue owed to the Customer pursuant to the Revenue Sources but that were not properly attributed to the Customer or were not properly paid or collected. Federal and Illinois state law, the Customer's own existing local ordinances and databases, and the franchise agreements, contracts or invoices to the Customer are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer ("Findings"). Where already allowable by existing Customer contracts or agreements or Federal, State, or local laws or ordinances, Azavar will correct any prospective errors under such applicable laws, local ordinances, or contracts. As to the collection of past due monies, Azavar will consult with Customer prior to making a reasonable effort to collect such funds. Azavar shall present written Findings to Customer to maximize Customer revenues from the Revenue Sources as part of the Audits; and where such Findings require a change into the future, Customer may implement such change after Customer has consulted Azavar's written Findings. Customer understands that Findings may require changes and/or updates to local ordinances or the codification thereof. Customer agrees to review any Findings within thirty (30) days. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of this Agreement, which shall apply only to those Revenue Sources existing or currently generating revenue for the Customer at the time that Azavar begins actual review and audit services.

c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement or, to the extent that it is engaged in such Audits, shall cease such auditing upon execution of this Agreement, and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits contemplated under this Agreement without Azavar's written consent.

d) In order to perform the Audits, Azavar will require full access to Customer records and auditee records. Customer will use its authority as necessary to assist in acquiring information and procure data from auditees; to the extent permitted by law, Customer agrees to cooperate with Azavar, provide any necessary documentation, and will engage in necessary meetings with auditees, provided that the travel required to meet with auditees is reasonable. Customer acknowledges that each auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that an auditee will take to limit its responsibility or liability during the Audit.

e) During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer by an auditee. In this case, Azavar will immediately terminate its Audit for that specific auditee at no cost to the Customer and will document the error and provide the Customer, but not the auditee (to the extent that the auditee does not already know of such error), with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof.

f) Should Customer abate, cancel, amend, delay, or waive by any means all or a portion of funds identified in the Findings as payable to Customer during an Audit (a "Waiver"), Customer shall pay: (1) applicable contingency fees on the portion of the funds collected, and (2) time and materials for the portion subject to the Waiver. Time shall be charged at the rate of \$150 per hour, and time and materials shall be prorated in the

case of a partial Waiver. Under no circumstances, however, should the total fee exceed what the applicable contingent fee would have been absent the Waiver. A voluntary settlement (formal or informal) with an auditee shall not be considered a Waiver, provided that the settlement is discussed, in advance, with Azavar and such agreement is, in Azavar's sole but reasonable determination, on commercially reasonable terms. As stated in Section (b) of this Paragraph, this Section (f) shall not apply to Findings requiring an ordinance change, meaning that Customer will only pay fees to Azavar if it elects to implement the Finding.

g) All Audits will be initiated by Azavar within thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison.

h) Each audit is expected to last at least six (6) months. Findings on later completed audits may be withheld pending Customer satisfactorily completing payment obligations from previously completed Audits. Audit timelines are set at the discretion of Azavar but will be discussed with Customer. Azavar shall use reasonable efforts to present Findings to Customer on all audits within eighteen (18) months following execution of this Agreement, but in no event later than 30 months.

i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison, and will occur approximately every quarter.

j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

1.2. Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to Audits and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an Audit, will adversely affect the Audit timeline and successful recovery of funds. With reasonable prior notice, Customer's staff shall be available for meetings and participation with auditees to properly verify records and recover funds.

2. INDEPENDENT CONTRACTOR. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor, and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall execute such documents required by IDOR solely for the purpose of granting Azavar the power and authority to review data provided by IDOR. Azavar shall comply with Customer's written policies on workplace conduct matters such as harassment and proper dress, and shall not disrupt staff or engage in improper social behavior. It is Customer's responsibility to provide applicable written policies to Azavar in advance.

3. PAYMENT TERMS.

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Invoices shall include the start and end date of any particular item. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, for any efforts to collect fees from the Customer. Contingency payment terms are outlined below. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below, less any amounts paid under Paragraph 1.1(f).

3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered from the existing Revenue Sources per account or per auditee for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any auditee. All contingency fees paid to Azavar are based on actual receipts by the Customer of the additional revenue or actual savings experienced by the Customer. When the exact revenue or savings is not available, Azavar and Customer shall agree on a method of estimation. All revenue after the thirty-six (36) month contingency period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer expenses, expenditures, and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of subsequent savings approved by Customer for thirty-six (36) months following the date savings per auditee is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any auditee. All contingency fees paid to Azavar are based on actual savings experienced by the Customer. When the exact revenue or savings is not available, Azavar and Customer shall agree on a method of estimation. All savings after the thirty-six (36) month contingency period for each account individually will accrue to the sole benefit of the Customer.

3.4 Lake County Consortium Discount. Azavar will discount the prospective contingency payments referred to in Sections 3.2 and 3.3 above from forty-five (45) percent to a lesser percentage ("Discount") for Customer and other Lake County Municipalities that execute this Agreement and provide it to Azavar on or before October 31, 2018. The Discount is based on the number of Lake County Municipalities and is as follows:

Executed Agreements Necessary to Achieve Discount and Discounted Fee

3 - 4 Municipalities	40%
5 - 6 Municipalities	39%
7 - 8 Municipalities	38%
9 or more Municipalities	37%

3.5 To the extent that any payment is due to Azavar after April 30, 2022 or any Finding has been presented to Customer, but not acted upon, this Section 3.5 shall apply:

a) Azavar shall estimate the total amount due after April 30, 2019 and shall bill Customer for this amount on or before March 31, 2019, with a due date of April 30, 2019.

b) Notwithstanding the due date of April 30, 2019, Azavar shall toll all contractual and statutory remedies (including the Local Government Prompt Payment Act.) for nonpayment until June 30, 2019.

c) If Customer signs a new contract (or contract amendment) with Azavar on or before June 30, 2019, payment terms shall revert to those that would have applied in the absence of this Section 3.5.

d) If Customer does not sign a new contract (or contract amendment) with Azavar on or before June 30, 2019, and has not paid the bill due on April 30, 2019 by June 30, 2019, Customer shall be in default, retroactive to April 30, 2019, and agrees that the Local Government Prompt Payment Act is applicable and has not been waived by Azavar.

3.6 No payment shall be due to Azavar beyond 60 months following the execution of this agreement except:

a) If the last sentence of Section 3.1 applies; or

b) If Azavar has presented a Finding related to prospective tax or fee collection to Customer, but the auditee does not implement the changes necessary to generate the corresponding revenues (or does not report the value of such changes) in a timely manner such that the thirty-six (36) month period for which Azavar's fee would be due extends beyond the sixty (60) month deadline; or

c) By agreement between Azavar and Customer, which may or may not be in the form of a contract amendment, but at minimum must be memorialized in writing, to include electronic mail.

4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (1) written information legally acquired by either

party prior to the negotiation of this Agreement, (2) information which is or becomes a matter of public knowledge, (3) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (4) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 et seq.).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work.

4.3 Azavar agrees to maintain, without charge to the Customer, all records and documents of the Customer in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Azavar shall produce records which are responsive to a request received by the Customer under the Freedom of Information Act so that the Customer may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Azavar shall so notify the Customer and if possible, the Customer shall request an extension so as to comply with the Act. In the event that the Customer is found to have not complied with the Freedom of Information Act due to Azavar's failure to produce documents or otherwise appropriately respond to a request under the Act, then Azavar shall indemnify and hold the Customer harmless, and pay all amounts determined to be due including fines and costs.

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT

AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar

General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard, Suite 2100
Chicago, Illinois 60604

If to Customer

Brad Burke, Village Manager
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069

9. ASSIGNMENT. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. USE OF CUSTOMER NAME. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.

11. COMPLETE AGREEMENT. This Agreement, along with each additional Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER: VILLAGE OF LINCOLNSHIRE, ILLINOIS

By _____

By _____

Title _____

Title _____

Date _____

Date _____