

VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA
3320 Lewis Avenue, Steger IL 60475

January 06, 2020 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS – Presentation of the 2019 Christmas decoration winners.

Presentation from Tom Fagan for Azarvar Government Solutions
- D. MINUTES of December 16, 2019 Board Meeting
- E. AUDIENCE PARTICIPATION
- F. REPORTS
 - 1. Administrator
 - 2. Department Heads
 - a. Public Infrastructure/Code Enforcement Director
 - b. Fire Chief
 - c. Police Chief
 - d. EMA Chief
 - e. Community Center Director
 - f. Housing and Community Development Director
 - 3. Attorney
 - 4. Treasurer
 - 5. Trustee/Liaison
 - 6. Clerk – Holiday Hours for Martin Luther King DAY (for all non-essential services) Closed Monday January 20, 2020 and the Board Meeting will be held on Tuesday January 21, 2020.
 - 7. Mayor’s Report

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

MONDAY DECEMBER 16, 2019 BOARD OF TRUSTEE REGULAR MEETING AGENDA

G. PAYING OF THE BILLS

H. CORRESPONDENCE

I. UNFINISHED BUSINESS:

J. NEW BUSINESS:

Consideration of the of contract for professional services with Azavar Government Solutions.

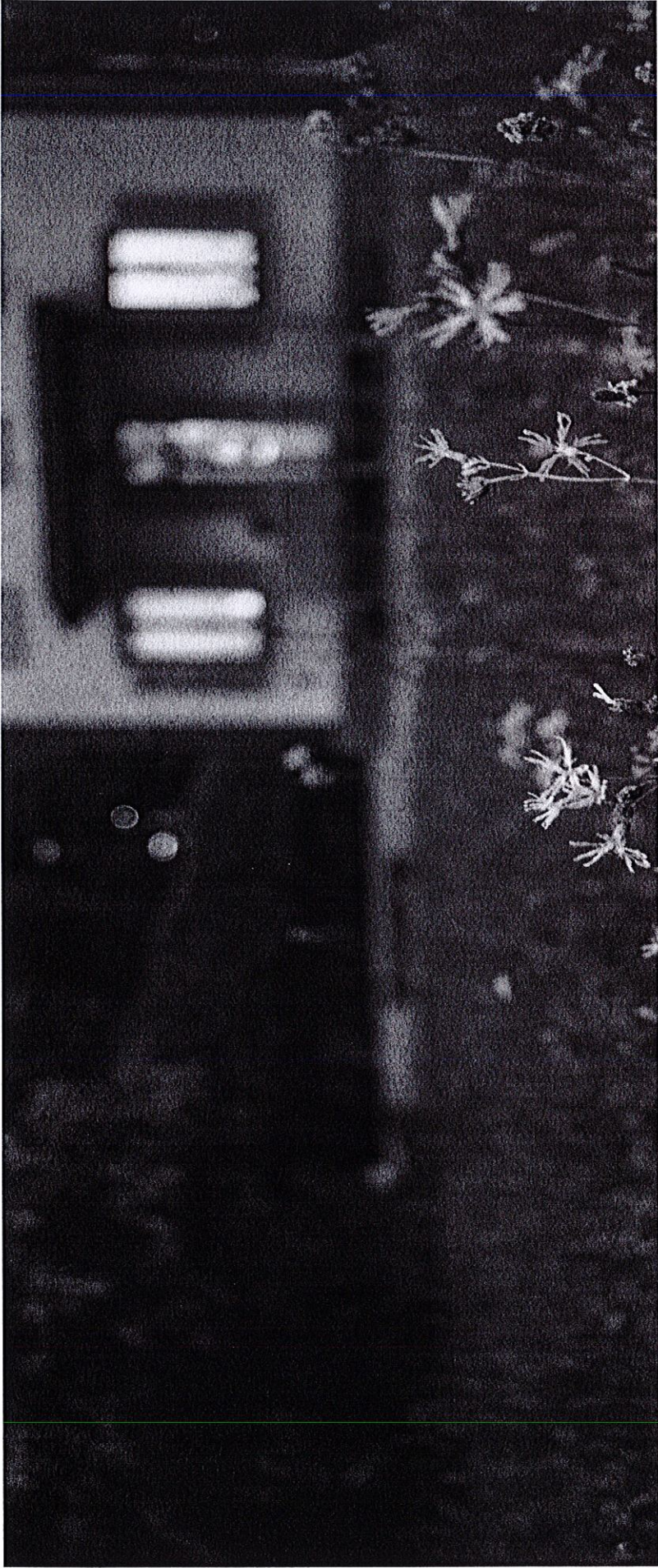
New Business License Application for MRM 3 INC located at 3620 Union Avenue, pending inspections.

New Business License Application for ACG Cutz #3 located at 3416 Chicago Road, pending inspections

K. Executive Session: Litigation- discussion of pending Litigation.

L. Adjournment

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Village of Steger, Illinois



Agenda

- Overview
- About Azavar
- Azavar Capabilities
 - Revenue Maximization
 - Revenue Automation, Administration, & Reporting
- Building a Custom Program to Maximize Steger's Revenues

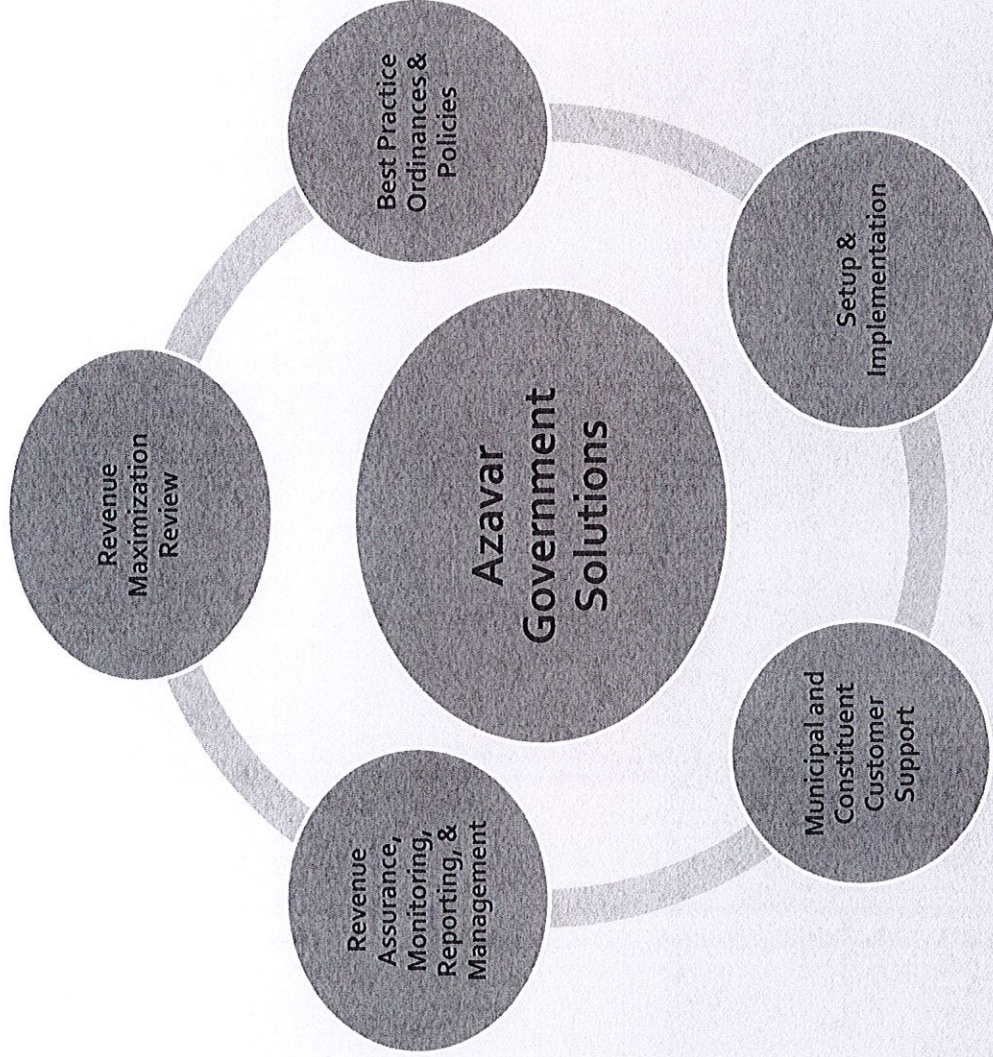
About Azavar Government Solutions

- Established 1996
- A fresh, innovative, out-of-the-box approach to providing a comprehensive revenue and audit management program for local governments using Azavar's proprietary technology
- 40 staff headquartered in the Chicago Loop – only 15 minutes from Cicero
- Experience conducting complex audits and managing revenue processes
- Audits conducted for more than 250 Illinois local governments across Illinois and the nation, including similarly situated or nearby cities to Steger (Glenwood, Lynwood, Sauk Village and Matteson)
- Technology-based audit and tax administration automation tools used to manage complexity while ensuring accuracy
- Revenue Management Services and Software to help municipalities automate processes and realize cost efficiencies

Maximizing Revenue for Steger

Azavar will maximize revenues, reduce costs, and strengthen community relationships for the Village of Steger by delivering contingency fee based audits/reviews and automation of local taxes and fees resulting in a streamlined customer user experience.

The Azavar Experience

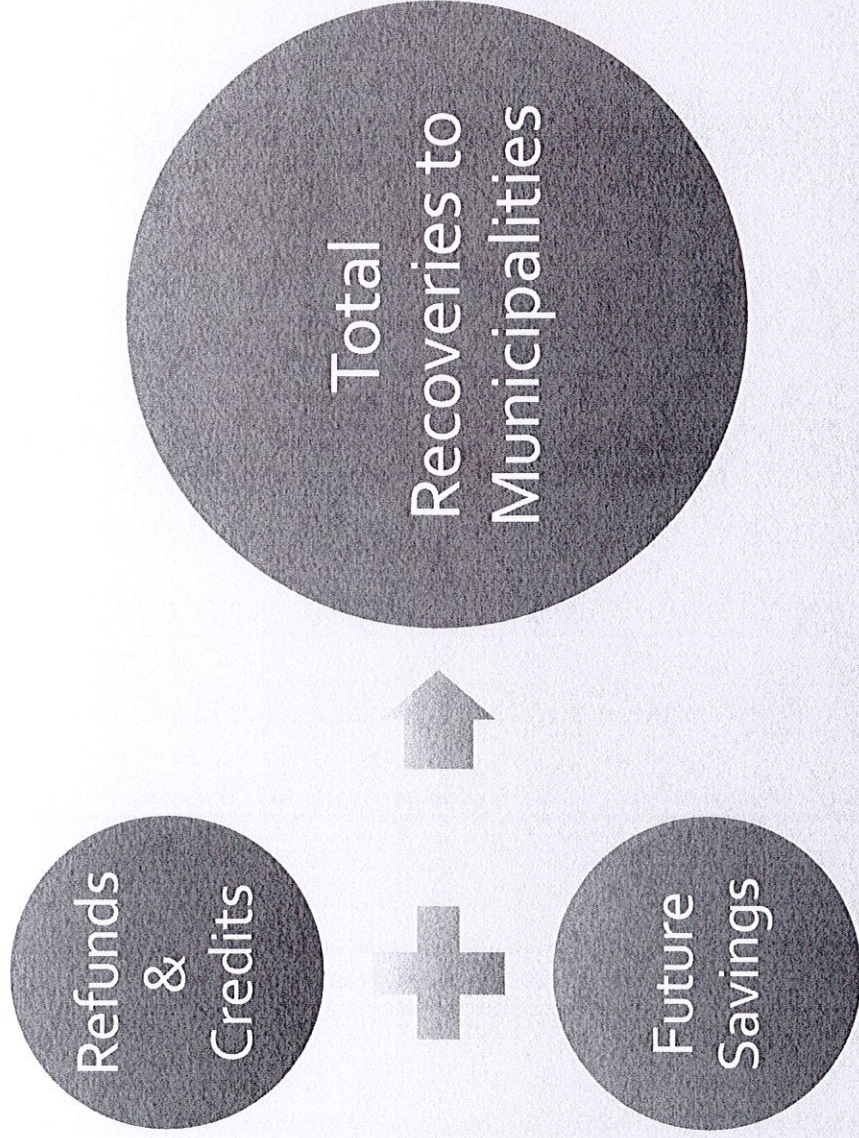


Azavar Revenue Maximization Process

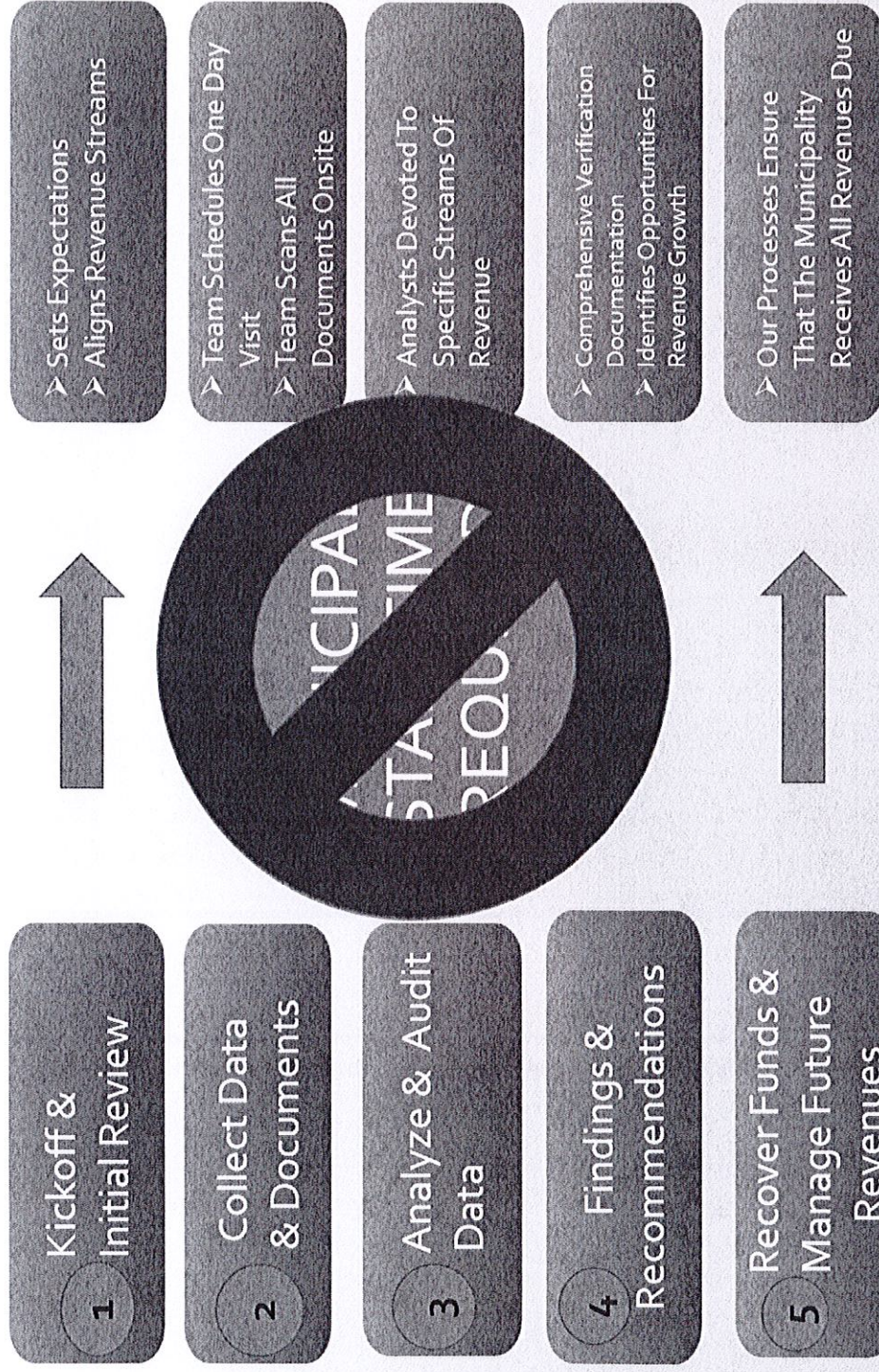


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Comprehensive Revenue Review Program



Azavar Government Solutions Process

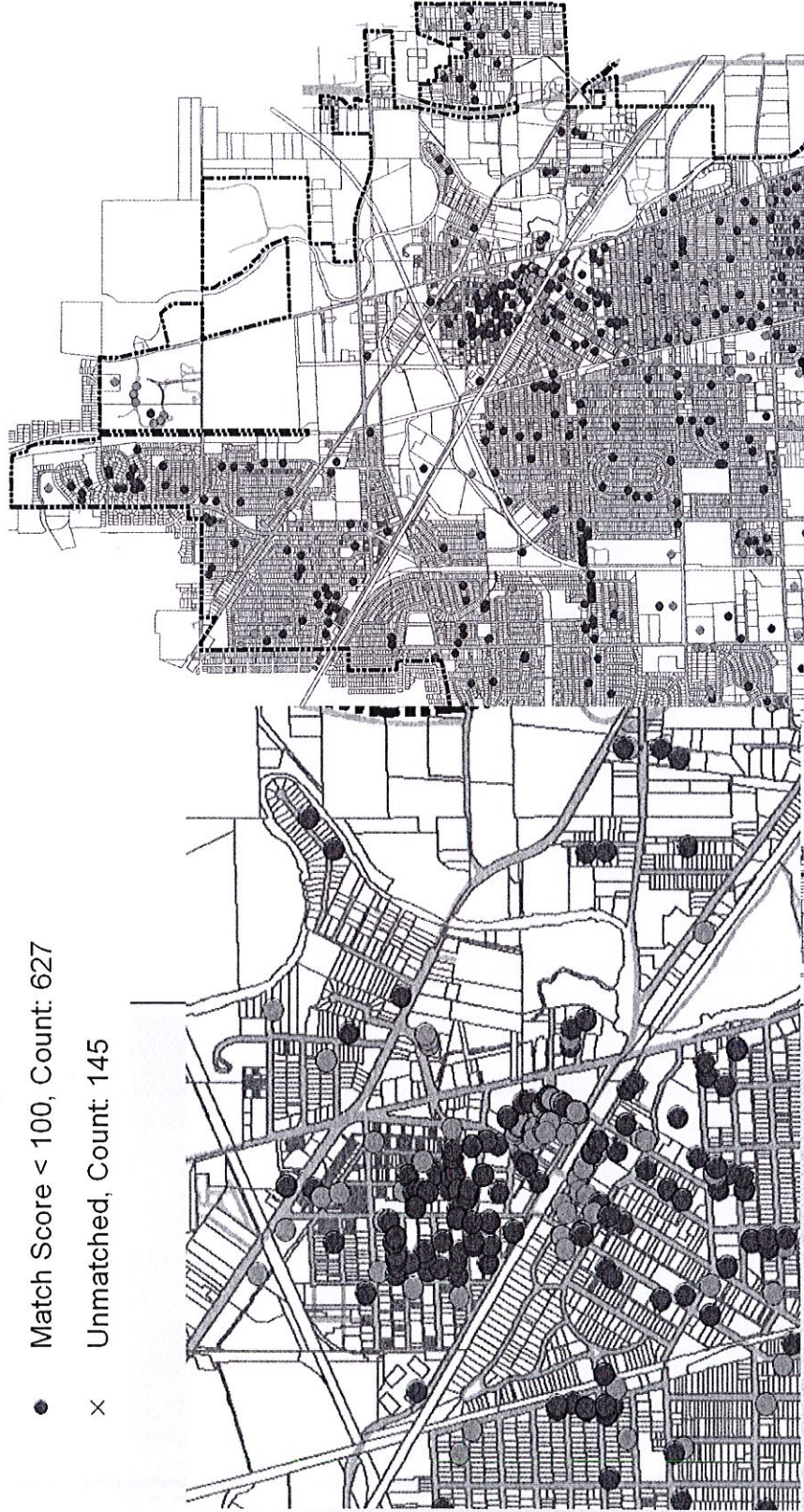


Azavar Government Solutions Revenue Management System

- Audit Project Manager
- 1 Expert Analyst assigned to each line of Revenue
- Bilingual Customer Service Representatives
- Specialized Legal Counsel
- Municipal Policy Experts
- Proprietary Electronic Review Platform
- Azavar Experts In Specific areas of taxation:
 - ✓ Utility – Gas, Electric, Telecom
 - ✓ Cable Franchise Fees
 - ✓ Sales Tax

Specialized Analysis Tools

- Match Score = 100, Count: 263
- Match Score < 100, Count: 627
- x Unmatched, Count: 145



Specialized Analysis Tools

[Log In]

GEOGRAPHIC ANALYSIS TOOL 2.0

Home
Projects
About

Home > All Projects > Viewing Project: Glenview > Viewing List: ComEd

[Find & Replace Selected](#)

GEOGRAPHIC ANALYSIS TOOL 2.0

Home
Projects
About

Home > All Projects > Viewing Project: Glenview > Viewing List: Water Billing > Edit Address

COMED ADDRESSES

Show: Ignored Reviewed Processed

Address #	Dir	Street N
Edit 501	STH	
Edit 3534	ARI	
Edit 3538	ARI	
Edit 3712	ARI	
Edit 3716	ARI	
Edit 1933	BURR-O	
Edit 1944	BURR-O	
Edit 1990	BURROA	
Edit 1417	CENTRA	
Edit 1421	CENTRA	
Edit 1431	CENTRA	
Edit 2101	CENTRA	
Edit 3101	CENTRA	
Edit 240	COUNTR	
Edit 240	COUNTR	
Edit 705	ELMGAT	

EDIT ADDRESS

Original Address
1502 PLYMOUTH
GLENVIEW, IL, 60025

Geocode
 Ignore
 Reviewed

Ambiguous Address: Multiple Matches
There were multiple addresses found when geocoding the above address. Please select the most likely address to use as the master address.

- 1502 Plymouth Pl, Glenview, IL, 60025 (95%)
- 1502 Plymouth Ln, Glenview, IL, 60025 (95%)
- None of these. Create a new master from above address.

[Use this address](#)

[Save](#)
[Return](#)

Why Azavar Government Solutions?

- **More than 80+ Million Dollar History of Recoveries**
- Supporting Large, Local Government Organizations, As Well As More Than 175 Communities In Illinois And Other Cities Across The Nation
- Comprehensive Audit AND Revenue Admin Programs That Catches AND Collects AND Corrects AND Monitors
- Ensures Compliance through a positive taxpayer user experience as well as upgrading our application on a continual basis
- Best Practices from across the country
- Enhances Relationships With Local Businesses
- Works With Economic Development To Help Grow The Municipality
- Specializes In Local Government Without Conflict Of Interest

Getting Started with Azavar Government Solutions

- Steger's Pain Points
- Questions?
- Developing a Custom Program for Steger – Your Feedback
- Scheduling Presentation of Custom Steger Program
- What is Steger's review and approval process?



AZALVAR[®]
GOVERNMENT SOLUTIONS

Thank You!



MINUTES OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF STEGER, WILL & COOK
COUNTIES, ILLINOIS

The Board of Trustees convened in regular session at 7:00 P.M. on this 16th day of December, 2019 in the Municipal Building of the Village of Steger. Trustee Lopez led all in attendance in the Pledge of Allegiance to the flag.

Village Clerk Joseph M. Zagone, Jr. called the roll. The following Trustees were present, Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson was absent.

Also present were: Village Administrator Mary Jo Seehausen, Director of Public Infrastructure Dave Toepper, Fire Chief Nowell Fillion, Police Chief Patrick Rossi, EMA Chief Tom Johnston and Community Center Director Diane Rossi. Housing and Community Development Director Alice Peterson was absent.

Trustee Perchinski made a motion to appoint Trustee Lopez as Chairman pro tem for the meeting. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Motion carried.

AWARDS, HONORS AND SPECIAL RECOGNITION

None

MINUTES

Trustee Joyce made a motion to approve the minutes of the December 2nd meeting as written. Trustee Skrezyna seconded the motion. Voice vote. All Trustees present voted aye. Motion carried.

AUDIENCE PARTICIPATION

Patricia Garza came before the board to appeal on behalf of her and her husband regarding the zoning variance they are seeking for a fence they wish to put up on the corner of Union Avenue and 36th Street. Views from both sides were presented as the Zoning and Planning Boards recommendation is spelled out in an ordinance on the agenda this day regarding this topic. Mrs. Garza presented her drawings again for the board to see and pictures of other fences that she claims are installed the way she wants hers to be. Trustee Joyce explained that some that appear to go against code actually meet code based on their address.

REPORTS

Village Administrator Mary Jo Seehausen Walk through regarding Quiet Zone has been completed and discrepancies found have been corrected. Once all reports are sent out it will go in effect within 90 days. Preparing the next report regarding the Knight Engineering Report on water drainage in the Village. We should be seeing a model shortly on our infrastructure shortly. Also, a reminder of the Village Luncheon on the 19th for all Village Staff.

Director of Public Infrastructure Dave Toepper No report.

Fire Chief Nowell Fillion Engine 38 is back service, we are still having a few problems with it, but we are working those out. Chief also reported that Air Packs have been ordered with financing coming from the grant awarded to the Fire Department. Chief Fillion also announced the annual Christmas Tree Burn to take place on Friday January 10th. Residents can drop off trees at Veterans park or call for pick-up.

Police Chief Patrick Rossi Thanked all those involved in the Shop with a Cop program for needy kids, he wished everyone a Merry Christmas and referred to his weekly report.

EMA Chief Tom Johnston Thanks for letting us be involved in Shop with a Cop, everyone enjoyed it.

Community Center Director Diane Rossi reminded residents that this coming Friday is the Senior Luncheon taking place at the Community Center at noon.

Housing and Community Development Director Alice Peterson No report.

Village Attorney not present

Treasurer Offered comments that referred to the October Financial Report.

TRUSTEES' REPORTS

Trustee Buxton Stated that he is deeply concerned about the recreational Marijuana law going into effect January 1st. He shared his concerns regarding the negative impact it will have on health and safety in our area and the state of Illinois and the impact it can have on our youth. The only element I support in the law is the ability we have as a community to opt out of having retail sales in our town. I ask that all board members consider that especially as you are speaking to your constituents in town. Trustee Buxton shared some statistics on three other states where over 70% of

communities did opt out of retail sales. With that he wished all a Merry Christmas and Happy Holidays.

Trustee Skrezyna No report and wished all a Merry Christmas.

Trustee Lopez Wishing all a Blessed Holiday Season and thank you for all the hard work, looking forward to a great 2020.

Trustee Kozy Wished all a Merry Christmas and a Happy New Year.

Trustee Perchinski Gave thanks to all the First Responders that came out for the Shop with a Cop and also, we should mention that Brick Oven Pizza was kind enough to donate 20 Pizza's for the program. Merry Christmas and Happy New Year!

Trustee Joyce Reminded residents that Santa is still out on the Boulevard until Christmas. Tree decoration need to start coming down by January 3rd as they will come down on the 4th. Wished all a Merry Christmas and Happy New Year.

VILLAGE CLERK Village offices will be closed to non-essential services on December 24th and 25th and New Years Day January 1st.

PRESIDENT PETERSON Absent

BILLS

Trustee Skrezyna made a motion to approve the bills listed. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Motion carried.

CORRESPONDENCE None

UNFINISHED BUSINESS None

NEW BUSINESS:

Ordinance No. 1225

Trustee Buxton made a motion to approve ORDINANCE NO. 1225: AN ORDINANCE FOR THE ANNUAL TAX LEVY OF THE VILLAGE OF STEGER, COOK COUNTY AND WILL COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Motion carried.

Ordinance No. 1226

Trustee Buxton made a motion to approve ORDINANCE NO. 1226: AN ORDINANCE ABATING THE LEVY OF TAXES RELATED TO GENERAL OBLIGATION BONDS (ALTERNATIVE REVENUE SOURCE), SERIES 2018 FROM THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Motion carried.

Ordinance No. 1227

Trustee Joyce made a motion to approve ORDINANCE NO. 1227: AN ORDINANCE APPROVING A REAL ESTATE CONTRACT TO PURCHASE 3123 GREEN STREET, STEGER, IL 60475 BY AND BETWEEN FIRST UNITED BANK TRUST 1593, OWNER OF RECORD, AND THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS FOR THE FUTURE DEVELOPMENT AND IMPROVEMENT OF VILLAGE INFRASTRUCTURE. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Motion carried.

Ordinance No. 1228

Trustee Joyce made a motion to approve ORDINANCE NO. 1228: AN ORDINANCE APPROVING A REAL ESTATE CONTRACT TO PURCHASE 24 EAST 30TH PLACE, STEGER, IL 60475 BY AND BETWEEN FIRST UNITED BANK TRUST 1593, OWNER OF RECORD, AND THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS FOR THE FUTURE DEVELOPMENT AND IMPROVEMENT OF VILLAGE INFRASTRUCTURE. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Motion carried.

The following Ordinance No. 1229 brought considerable discussion regarding fines to be charged regarding recreational cannabis use. Comparison was made to carrying alcohol and how it is differentiated between minors and adults.

Ordinance No. 1229

Trustee Joyce made a motion to approve ORDINANCE NO. 1229: AN ORDINANCE AMENDING CHAPTERS 18, 58 AND 82 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING HEALTH AND SANITATION. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, and Lopez. Skrezyna and Buxton and voted no. Motion carried.

Ordinance No. 1230

Trustee Perchinski made a motion to approve ORDINANCE NO. 1230: AN ORDINANCE APPROVING IN PART AND DENYING IN PART, A VARIANCE FOR THE PROPERTY LOCATED AT 3545 UNION AVENUE, STEGER, ILLINOIS. Trustee

Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Motion carried.

Ordinance No. 1231

Trustee Perchinski made a motion to approve ORDINANCE NO. 1231: AN ORDINANCE APPROVING A VARIANCE FOR A DETACHED GARAGE HEIGHT AND AREA FOR THE PROPERTY LOCATED AT 21 WEST 35TH PLACE, STEGER, ILLINOIS. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Motion carried.

There being no further business,

Trustee Joyce made a motion to adjourn the meeting. Trustee Perchinski seconded the motion. Voice vote; all ayes. Motion carried.

Meeting adjourned at 7:28 pm.

Ernie Lopez., Chairman Pro Tem

Joseph M. Zagone, Jr., Village Clerk

SYS DATE:01/02/20

Village of Steger
A / P W A R R A N T L I S T
REGISTER # 931

SYS TIME:11:15
[NW2]

DATE: 01/02/20

Thursday January 2, 2020

PAGE 1

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
EXCEL ELECTRIC INC 123843		01-00-31401		XMAS LIGHTS UNION	240.00
EXCEL ELECTRIC INC 123912		01-00-31401		VILLAGE HALL MAIN	240.00
NICOR GAS 03168 1219		01-00-33200		3739 GREEN HEAT	18.72
NICOR GAS 303196 1219		01-00-33200		3320 LEWIS HEAT	177.60
HERITAGE F/S, INC. 35003431		01-00-33300		GASOLINE	87.13
HERITAGE F/S, INC. 35003448		01-00-33300		GASOLINE	88.69
CHICAGO OFFICE PRODUCTS 982826-0		01-00-33500		OFFICE SUPPLIES	114.79
ABSOLUTE BEST CLEANING SERVICES, INC. 13299		01-00-33502		CLEANING SERVICE	750.00
PACE SUBURBAN BUS / V A N P O O L JAN.2020		01-00-33902		JAN.2020 SR BUS L	100.00
DEL GALDO LAW GROUP LLC 23645		01-00-34100		NOV.LEGAL SERVICE	7612.50
DEL GALDO LAW GROUP LLC 23646		01-00-34100		NOVEMBER LEGAL SE	1339.40
GIANOPOLUS, DENNIS G. P.C. 18249		01-00-34100		NOV. LEGAL SERVIC	5462.93
GW & ASSOCIATES, PC 1912337		01-00-34500		NOV. CONSULT SERV	4550.00
ALFRED G. RONAN, LTD JANUARY 2020		01-00-34500		JAN.2020 CONSULT	4000.00
AIDE RENTALS & SALES 122001-1		01-00-39701		MIRACLE ON 34TH	273.00
SESAC 10376672		01-00-39701		STEGER EVENTS-EXP	460.00
TOTAL FOR FUND 01		DEPT. 00			25514.76
REGENCY ELECTRIC OCT THRU NOV 19		01-01-30260		SALARY ELECTRICAL	200.00
TOTAL FOR FUND 01		DEPT. 01			200.00
RICHMOND APPRAISALS LLC DECEMBER20 2019		01-08-34500		247 DURHAM CONSUL	350.00
TOTAL FOR FUND 01		DEPT. 08			350.00
ANDY FRAIN SERVICES INC 283185		01-19-30900		SALARY CROSSING G	3231.70
TOTAL FOR FUND 01		DEPT. 19			3231.70

SYS DATE:01/02/20

Village of Steger

SYS TIME:11:15

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[NW2]

REGISTER # 931

DATE: 01/02/20

Thursday January 2, 2020

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
NICOR GAS	303196 1219		01-20-33200	3320 LEWIS HEAT	177.61
HERITAGE F/S, INC.	35003431		01-20-33300	DIESEL	150.10
HERITAGE F/S, INC.	35003431		01-20-33300	GASOLINE	353.92
HERITAGE F/S, INC.	35003448		01-20-33300	GASOLINE	269.10
CHICAGO OFFICE PRODUCTS	981980-0		01-20-33500	OFFICE SUPPLIES	56.54
COMCAST	54689 122019		01-20-33700	TELEPHONE	148.78
COMCAST	54689 122019		01-20-33701	CABLE/INTERNET	159.06
CHUCK'S COMPRESSOR INC	1628		01-20-33703	MAINT CONTRACTS	235.00
ZOLL	INV00052914		01-20-33703	MAINTENANCE CONTR	300.00
CANON FINANCIAL SERVICES, INC	20870469		01-20-33901	RENTAL EQUIP	238.20
OSBY WATER CONDITIONING	123119		01-20-33901	RENTAL EQUIP	63.76
MUNICIPAL EMERGENCY SERVICES DEPOSITORY	IN1403974		01-20-37500	NEW MACHINERY EQU	211.20
FILLION, NOWELL	12302019		01-20-37800	N.FILLION NEW TOO	191.59
PRAIRIE STATE COLLEGE	5205		01-20-38400	B.STEVENSON TRAIN	1310.00
TRAINING CONCEPTS, INC.	42701		01-20-38400	EMPLOYEE TRAINING	218.50
TOTAL FOR FUND 01			DEPT. 20		4083.36
EVT TECH	4766		01-40-31800	MAINT TOOLS	79.90
JAMES HERR & SONS	110788		01-40-31805	UNIT #14-2 MAINT	513.72
JAMES HERR & SONS	110875		01-40-31805	UNIT #14-2 MAINT	43.53
JAMES HERR & SONS	110925		01-40-31805	UNIT 14-2 MAINT	245.82
SCOTT'S-U-SAVE	456049		01-40-31805	LIC#MP14117 MAINT	119.78
GUARANTEED TECHNICAL SERV & CONSULT INC	2019023		01-40-32901	MAINT SOFTWARE	1679.40
GUARANTEED TECHNICAL SERV & CONSULT INC	2019048		01-40-32901	MAINT COMPUTERS	90.00
HERITAGE F/S, INC.	35003431		01-40-33300	GASOLINE	369.62
HERITAGE F/S, INC.	35003448		01-40-33300	GASOLINE	360.24
CHICAGO OFFICE PRODUCTS	983109-0		01-40-33500	OFFICE SUPPLIES	200.74
ABSOLUTE BEST CLEANING SERVICES, INC.	13299		01-40-33502	CLEANING SERVICE	750.00

SYS DATE:01/02/20

Village of Steger

SYS TIME:11:15

A / P W A R R A N T L I S T

[NW2]

REGISTER # 931

DATE: 01/02/20

Thursday January 2, 2020

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
A T & T	708754359312	12	01-40-33700	TELEPHONE	166.69
COMCAST	94774	1219	01-40-33700	TELEPHONE	293.63
IL DEPT OF INNOVATION AND TECHNOLOGY	T2014134		01-40-33703	MAINT CONTRACTS	5.00
RAY & WALLY'S TOWING SERVICE, INC.	43877		01-40-33900	ALL OTHER SUPPLIE	280.00
TROPHIES & AWARDS PLUS	292		01-40-33900	ALL OTHER SUPPLIE	345.00
CANON FINANCIAL SERVICES, INC	20870469		01-40-33901	RENTAL EQUIP	238.20
THE EAGLE UNIFORM COMPANY INC	285446		01-40-37302	B.GRAMALA NEW UNI	150.00
TOTAL FOR FUND 01			DEPT. 40		5931.27
TOTAL FOR FUND 01					39311.09
A&T I.T.H.	121019		03-30-31100	MAINT BUILDING	675.00
GUARANTEED TECHNICAL SERV & CONSULT INC	2019048		03-30-32901	MAINT COMPUTERS	225.00
NICOR GAS	410004	1219	03-30-33200	3501 HOPKINS HEAT	493.16
ICON PRINTING	16169		03-30-33400	PRINTING SUPPLIES	161.00
CHICAGO OFFICE PRODUCTS	983052-0		03-30-33500	OFFICE SUPPLIES	354.91
ABSOLUTE BEST CLEANING SERVICES, INC.	13299		03-30-33502	CLEANING SERVICE	1125.00
PETTY CASH	818532		03-30-33503.09	AFTER SCHOOL XMAS	35.00
PETTY CASH	934233		03-30-33503.09	HOLIDAY PARTY	100.00
MICHELLE LONGO	DECEMBER 2019		03-30-33504.01	INSTRUCTOR	220.00
RZAB, MARIE	DECEMBER 2019		03-30-33504.01	DEC. 19 INSTRUCTO	40.00
SHERIE SHIELDS	DECEMBER 2019		03-30-33504.01	DEC 2019 INSTRUCT	60.00
A T & T	708754369012	12	03-30-33700	TELEPHONE	18.94
COMCAST	31978	1219	03-30-33700	TELEPHONE	67.92
COMCAST	31978	1219	03-30-33701	CABLE/INTERNET	180.10
KONICA MINOLTA BUSINESS SOLUTIONS	9006317280		03-30-33703	MAINTENANCE CONTR	36.61
PROTECTION 1 / ADT	29599	1219	03-30-33704	SECURITY SYSTEM	36.21
PCM TIGER DIRECT BUSINESS	B13207580101		03-30-37900	NEW OFFICE EQUIP	1868.22
DAILY SOUTHTOWN	68141	1219	03-30-38901	DUES SUBSCRIPTION	91.00

SYS DATE:01/02/20

Village of Steger

SYS TIME:11:15

A / P W A R R A N T L I S T

[NW2]

REGISTER # 931

DATE: 01/02/20

Thursday January 2, 2020

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT	DIST
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TOTAL FOR FUND 03		DEPT. 30			5788.07	
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NICOR GAS	510001 1219	03-31-33200		HAROLD HECT PARK	165.66	
NICOR GAS	5510004 1219	03-31-33200		VETERANS PARK HEA	231.31	
STANLEY CONVERGENT SECURITY SOLUTIONS	85100 1219	03-31-33704		SECURITY SYSTEM	220.40	

TOTAL FOR FUND 03		DEPT. 31			617.37	
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TOTAL FOR FUND 03				6405.44		
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GALLAGHER MATERIALS CORP 13983		06-00-31204		MAINT PATCHING	1308.20	
GALLAGHER MATERIALS CORP 14080		06-00-31204		MAINT PATCHING	1582.24	
M&J UNDERGROUND, INC M19-0486		06-00-31504.01		37TH & UNION MATN	7500.00	
M&J UNDERGROUND, INC M19-0487		06-00-31504.01		37TH AND UNION MA	3161.00	
MONARCH AUTO SUPPLY INC 6981 480639		06-00-31805		MAINT VEHICLES	82.38	
MONARCH AUTO SUPPLY INC 6981 481286		06-00-31805		MAINT VEHICLES	337.88	
MONARCH AUTO SUPPLY INC 6981 481513		06-00-31805		MAINT VEHICLES	71.69	
COMED 52003 1219		06-00-33100		350 DORSETSHIRE E	29.00	
COMED 76056 1219		06-00-33100		44 E 31ST ST ELEC	825.08	
COMED 67036 1219		06-00-33101		3411 HALSTED BLVD	1210.47	
NICOR GAS 510003 1219		06-00-33200		3043 LEWIS ST HEA	842.77	
NICOR GAS 5510001 1219		06-00-33200		3411 HALSTED HEAT	45.28	
HERITAGE F/S, INC. 35003431		06-00-33300		DIESEL	150.10	
HERITAGE F/S, INC. 35003431		06-00-33300		GASOLINE	741.02	
HERITAGE F/S, INC. 35003448		06-00-33300		GASOLINE	245.32	
FASTENAL COMPANY ILSTE156301		06-00-33501		SHOP SUPPLIES	89.88	
FASTENAL COMPANY ILSTE156329		06-00-33501		SHOP SUPPLIES	58.13	
FASTENAL COMPANY ILSTE156365		06-00-33501		SHOP SUPPLIES	27.03	
FASTENAL COMPANY ILSTE156460		06-00-33501		SHOP SUPPLIES	27.67	

SYS DATE:01/02/20

Village of Steger

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
HELSEL JEPPELSON ELECTRICAL INC	845617	06-00-33501		SHOP SUPPLIES	27.19
KEITH'S POWER EQUIPMENT INC	84095	06-00-33501		SHOP SUPPLIES	16.80
KEITH'S POWER EQUIPMENT INC	MULTIPLE INV	06-00-33501		SHOP SUPPLIES	599.64
JOHNSON CONTROLS SECURITY SOLUTIONS	33581981	06-00-33704		SECURITY SYSTEM	209.58
JOHNSON CONTROLS SECURITY SOLUTIONS	33581982	06-00-33704		SECURITY SYSTEM	234.25
REPUBLIC SERVICES #721	0721 006363607	06-00-33710		GARBAGE CONTRACT	58999.04
UNIFIRST CORPORATION	062 0378402	06-00-33800		UNIFORM SERVICE	104.86
UNIFIRST CORPORATION	062 0379295	06-00-33800		UNIFORM SERVICE	135.79
UNIFIRST CORPORATION	062 0379352	06-00-33800		UNIFORM SERVICE	104.86
UNIFIRST CORPORATION	062 0380282	06-00-33800		UNIFORM SERVICE	104.86
AIDE RENTALS & SALES	122620-1	06-00-33901		RENTAL EQUIP	108.61
AIDE RENTALS & SALES	122924-1	06-00-33901		RENTAL EQUIP	79.00
WATER SOLUTIONS UNLIMITED	33798	06-00-33907		CHEMICALS	7678.91
GW & ASSOCIATES, PC	1912337	06-00-34400		NOV. CONSULT SERV	2450.00
SUBURBAN LABORATORIES INC	172418	06-00-34800		WATER TESTING FEE	190.00
WATER RESOURCES INC	33596	06-00-37507		NEW METERS	5853.70
WATER RESOURCES INC	33701	06-00-37507		NEW METERS	2082.44
TOTAL FOR FUND 06		DEPT. 00			96814.67
TOTAL FOR FUND 06				96814.67	
COMPASS MINERALS AMERICA INC	550719	07-00-31200		MAINT STREETS	8615.17
COMPASS MINERALS AMERICA INC	551905	07-00-31200		MAINT STREETS	7323.57
COMPASS MINERALS AMERICA INC	561079	07-00-31200		MAINT STREETS	9322.28
COMPASS MINERALS AMERICA INC	562168	07-00-31200		MAINT STREETS	7156.35
JAMES HERR & SONS	110856	07-00-31805		LIC#M11 3928 MAIN	1126.59
MONARCH AUTO SUPPLY INC	6981 480498	07-00-31805		MAINT VEHICLES	39.98
MONARCH AUTO SUPPLY INC	6981 480639	07-00-31805		MAINT VEHICLES	82.38
MONARCH AUTO SUPPLY INC	6981 480697	07-00-31805		MAINT VEHICLES	12.99

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
MONARCH AUTO SUPPLY INC	6981 481513	07-00-31805		MAINT VEHICLES	71.69
O'REILLY AUTO PARTS	3414 122896	07-00-31805		MAINT VEHICLES	60.62
HERITAGE F/S, INC.	35003431	07-00-33300		OIL	147.89
HERITAGE F/S, INC.	35003431	07-00-33300		DIESEL	150.10
HERITAGE F/S, INC.	35003431	07-00-33300		GASOLINE	241.02
HERITAGE F/S, INC.	35003448	07-00-33300		GASOLINE	245.33
AIRGAS USA LLC	9096081054	07-00-33501		SHOP SUPPLIES	140.14
CRETE LUMBER & SUPPLY CO	D21495	07-00-33501		SHOP SUPPLIES	36.76
FASTENAL COMPANY	ILSTE156301	07-00-33501		SHOP SUPPLIES	89.88
FASTENAL COMPANY	ILSTE156376	07-00-33501		SHOP SUPPLIES	51.25
FASTENAL COMPANY	ILSTE156380	07-00-33501		SHOP SUPPLIES	5.90
FASTENAL COMPANY	ILSTE156460	07-00-33501		SHOP SUPPLIES	27.67
KEITH'S POWER EQUIPMENT INC	84093	07-00-33501		SHOP SUPPLIES	55.50
KEITH'S POWER EQUIPMENT INC	84095	07-00-33501		SHOP SUPPLIES	16.80
UNIFIRST CORPORATION	062 0378402	07-00-33800		UNIFORM SERVICE	104.87
UNIFIRST CORPORATION	062 0379295	07-00-33800		UNIFORM SERVICE	135.79
UNIFIRST CORPORATION	062 0379352	07-00-33800		UNIFORM SERVICE	104.87
UNIFIRST CORPORATION	062 0380282	07-00-33800		UNIFORM SERVICE	104.87
INGALLS OCCUPATIONAL HEALTH	285207	07-00-34200		R.STONE MEDICAL S	59.00
TOTAL FOR FUND 07		DEPT. 00			35529.26
TOTAL FOR FUND 07				35529.26	
COMED	84103 1219	08-00-33102		ELECTRICITY TRAFF	753.65
COMED	99093 1219	08-00-33102		ELECTRICITY-TRAFF	3831.00
TOTAL FOR FUND 08		DEPT. 00			4584.65
TOTAL FOR FUND 08				4584.65	

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
=====					
SAM'S CLUB/SYNCHRONY BANK 2665		13-53-33930		SOFTBALL SUPPLIES	169.87
TOTAL FOR FUND 13		DEPT. 53			169.87
TOTAL FOR FUND 13				169.87	
ILLINOIS COUNTIES RISK MANAGMENT TRUST 2019-2020 ICRMT	15-00-36100			2019-2020 CASUALT	25610.38
ILLINOIS COUNTIES RISK MANAGMENT TRUST RCB0000023996	15-00-36100			2019-2020 CASUALT	51220.75
ILLINOIS COUNTIES RISK MANAGMENT TRUST 2019-2020 ICRMT	15-00-36200			2019-2020 WORKMAN	34623.25
ILLINOIS COUNTIES RISK MANAGMENT TRUST RCB0000023996	15-00-36200			2019-2020 WORMANS	69246.50
VISION SERVICE PLAN (IL) 808188831	15-00-36901			HEALTH INSURANCE	581.84
HUMANA DENTAL INSURANCE COMPANY 181935304	15-00-36903			DENTAL INSURANCE	3351.43
TOTAL FOR FUND 15		DEPT. 00			184634.15
TOTAL FOR FUND 15				184634.15	
NICOR GAS 310002 1219		16-00-33200		3035 LEWIS HEAT	166.45
HERITAGE F/S, INC. 35003431		16-00-33300		GASOLINE	154.56
HERITAGE F/S, INC. 35003448		16-00-33300		GASOLINE	157.32
COMCAST 72350 1219		16-00-33700		TELEPHONE	90.13
COMCAST 72350 1219		16-00-33701		CABLE/INTERNET	81.38
TOTAL FOR FUND 16		DEPT. 00			649.84
TOTAL FOR FUND 16				649.84	
** TOTAL CHECKS TO BE ISSUED				368098.97	
01 CORPORATE				39311.09	
03 PLAYGROUND/RECREATION				6405.44	
06 WATER/SEWER FUND				96814.67	
07 ROAD & BRIDGE				35529.26	

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT	DIST
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08		MOTOR FUEL TAX			4584.65	
13		BOOSTER CLUB			169.87	
15		LIABILITY INSURANCE FUND			184634.15	
16		H.S.E.M.			649.84	
TOTAL FOR REGULAR CHECKS:					368,098.97	

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A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)
=====

PAYABLE TO	REG NO	CHECK DATE	CHECK NO	AMOUNT
INV NO	G/L NUMBER	DESCRIPTION	DIST	
USPS CRETE	800	12/31/19	10273	
D2 & D4 JAN 20	01-00-33600	D2 & D4 JAN BILL		372.40
VERIZON WIRELESS	800	12/20/19	10267	
9843521279	01-00-33700	TELEPHONE		364.35
ANTHONY RECUPITO	800	12/26/19	10271	
PROP. PURCHASE	01-00-37100	3123 GREEN 24 E.		1115.00
CARMEN RECUPITO JR.	800	12/26/19	10270	
PROP. PURCHASE	01-00-37100	3123 GREEN 24E.30		1115.00
TOTAL FOR FUND 01	DEPT. 00			2966.75
VERIZON WIRELESS	800	12/20/19	10267	
9843521279	01-07-33700	TELEPHONE		90.16
TOTAL FOR FUND 01	DEPT. 07			90.16
VERIZON WIRELESS	800	12/20/19	10267	
9843521279	01-20-33700	TELEPHONE		161.38
TOTAL FOR FUND 01	DEPT. 20			161.38
VERIZON WIRELESS	800	12/20/19	10267	
9843521279	01-40-33700	TELEPHONE		718.77
TOTAL FOR FUND 01	DEPT. 40			718.77
VERIZON WIRELESS	800	12/20/19	10267	
9843521279	01-42-33700	TELEPHONE		19.93
TOTAL FOR FUND 01	DEPT. 42			19.93
TOTAL FOR FUND 01				3956.99
VERIZON WIRELESS	800	12/20/19	10267	
9843521279	03-30-33700	TELEPHONE		54.15
EVENT CATERING	800	12/17/19	10266	
12172019	03-30-38899	SR. XMAS LUNCHEON		1237.50
TOTAL FOR FUND 03	DEPT. 30			1291.65

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A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)
=====

Table with columns: PAYABLE TO, INV NO, REG NO, G/L NUMBER, CHECK DATE, CHECK NO, DESCRIPTION, AMOUNT, DIST. Includes entries for FUND 03, FUND 06, and FUND 16, with a total of 373819.06.

CONTINGENT FEE 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 Steger an Illinois municipal corporation having its principal place of business at 3320 Lewis Avenue Steger, Illinois 60475 (“Customer”).

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting 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 on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, locally administered taxes or fees, locally imposed occupation tax, ad valorem tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer’s corporate boundaries (“Audits”) including, but not limited to local businesses, electric, gas, cable, telecommunications, refuse, and water providers (“Providers”) on behalf of the Customer. Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to state and local sales/use/occupation taxes, including amusement taxes, business license/registration databases and revenue, and any other locally authorized fees and/or licenses, including liquor licenses. Azavar shall review and audit, food, beverage, and/or liquor taxes and/or fees and hotel, motel, bed, and/or transient occupancy taxes where applicable to the Customer. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own utilities including electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.
- (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer’s own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers 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, this Agreement authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. 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, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.
- (c) Customer hereby represents that it is not engaged in any Audits as contemplated under 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, changes to any ordinances related to any Audits, or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement without Azavar’s prior written consent.
- (d) In order to perform the Audits, Azavar shall require full access to Customer records and Provider records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Providers. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Providers when requested by Azavar. Customer shall notify Azavar of any Provider requested meetings with Customer and shall include Azavar in said meetings.
- (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. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer 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) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;
- (g) The first audit start date is expected to be within no later than 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. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;
- (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 this audit 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. Customer's staff shall be available for meetings and participation with Providers 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 designate Azavar as Power of Attorney with the Illinois Department of Revenue solely for the purpose of reviewing data provided by the Illinois Department of Revenue.

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. 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, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. 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.

3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered per account or per Provider 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 Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider 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 Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

3.4 To the extent that any payment is due to Azavar after April 30, 2021 (the "Illinois Date"), this Section 3.4 shall apply:

- (a) Azavar shall estimate the total amount due after the Illinois Date and shall bill Customer for this amount on or before one (1) day before the Illinois Date, with a due date of the Illinois Date.
- (b) Notwithstanding the due date of the Illinois Date, Azavar shall toll all contractual and statutory remedies (including the Local Government Prompt Payment Act.) for nonpayment until sixty (60) days following the Illinois Date.
- (c) If Customer signs a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date, payment terms shall revert those that would have applied in the absence of this Section 3.4.
- (d) If Customer does not sign a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date and has not paid the bill that was due on or before one (1) day before the Illinois Date within sixty (60) days following the Illinois Date, Customer shall be in default, retroactive to the Illinois Date and agrees that the Local Government Prompt Payment Act is applicable and has not been waived by Azavar.
- (e) Both Azavar and Customer agree that neither party is admitting or acknowledging that 65 ILCS 5/8-1-7(a)-(b) is or is not applicable to this Agreement and both Azavar and Customer agree that this Agreement shall not be used in support of an argument for or against such applicability.

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:

(i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) 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 (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 145/1 *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 hereto.

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
Village Attorney
Village of Steger
3320 Lewis Avenue
Steger, Illinois 60475

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 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 STEGER, ILLINOIS

By _____

By _____

Title _____

Title _____

Date _____

Date _____