

RESOLUTION
R 12- 08

A RESOLUTION AUTHORIZING SIGNATURE OF
THE VILLAGE PRESIDENT ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and Azavar Audit Solutions, Inc. as attached hereto and marked Exhibit "A", and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

Section 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.


Adopted this 21st day of June, 2007

Ayes: Trustees Gron, Tross, O'Brien, Moreau, Fitzpatrick & Soderstrom

Nays: None

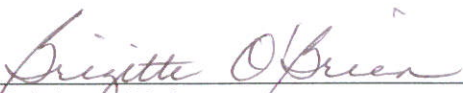
Absent: None

Approved this 21st day of June, 2007



William J. Mueller
Village President

ATTEST:



Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney



April 27, 2007

William J. Mueller
Village President
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Dear President Mueller:

We refer to that certain Professional Services Agreement by and between Azavar Audit Solutions ("Azavar") and the Village of Lombard ("Village of Lombard") dated as of December 7, 2006.

This letter confirms that Azavar will incorporate the Village of Lombard into an existing lawsuit against Commonwealth Edison on behalf of the Village of Lombard (and possible other municipalities), upon authorization from the Village of Lombard (and possible other municipalities). The purpose of the lawsuit is to compel an accounting from Commonwealth Edison of necessary information to allow Azavar to conduct a complete electronic audit to determine whether past taxes or any other monies or revenue are owed to the Village of Lombard, and if necessary, to collect any such unpaid funds. This letter will confirm that Azavar will be responsible for payment of all legal costs and attorney's fees for the attorneys selected by Azavar for said litigation, Walsh, Knippen, Knight, and Pollock, and that such legal costs and attorney's fees will not be passed on or otherwise chargeable to the Village of Lombard. In regard to said litigation, in the event the Village of Lombard chooses to abate, cancel, negotiate, waive, or recover any audit determination in settlement of said determination without Azavar's written consent, the Village of Lombard agrees to pay Azavar's fees (not reimbursement of its legal fees and costs, which will remain solely borne by Azavar) based on the total funds due prior to such abatement, cancellation, negotiation, waiver, or recovery. To the extent required, with your signed acknowledgement below, this letter modifies our Agreement with the Village of Lombard.

Please sign this letter where indicated below and return to my attention at your earliest convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read 'JPerry'.

Jason Perry

Agreed and acknowledged as of the date first set forth above.

Village of Lombard

By (Signature):

A handwritten signature in black ink, appearing to read 'William J. Mueller'.

Name: William J. Mueller

Title: Village President