

Montana & Welch, LLC

11952 South Harlem Avenue
Suite 200A
Palos Heights, Illinois 60463
(708) 448-7005
(708) 448-7007 Fax

May 12, 2017

Via Electronic Email

David J. Niemeyer
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

**RE: Administrative Adjudication Hearings
Terms of Engagement**

Dear Mr. Neimeyer:

Thank you for choosing Montana & Welch, LLC ("Firm") to provide you with representation for the Village's administrative adjudication hearings. This letter, along with the attached Terms of Engagement for Legal Services ("Terms"), shall serve as our agreement with respect to our services. The Terms set forth additional details concerning our engagement and further explain our billing practices.

It is expected that John Wise and I will be the primary contact person at the firm, although we may utilize other attorneys and staff members at the firm to assist us in your representation, and you may certainly contact any of our attorneys at the firm directly if the need arises. Unless otherwise agreed in writing in a specific instance, we will bill the Village of Tinley Park (the "Village") based upon the time we spend rendering our services. Our hourly billing rate is \$195.00 for any attorney time allocated to the matter. Additionally, the hourly billing rate for work performed in this matter by paralegals is \$95.00 per hour or law clerks is \$60.00 per hour. Our firm shall bill the Village on a monthly basis, so that you will see the extent of the legal fees and disbursements as they are incurred.

To evidence concurrence with the scope of services to be rendered, the arrangement for billing and payment of fees and expenses, and our Terms, please return a signed copy of this letter to the undersigned. If there are any questions at any time about our billing practices or a particular fee or cash disbursement or any other aspect of our legal services, please bring it to the attention of the undersigned as soon as possible.

We sincerely appreciate the opportunity to represent you in the above matter and will endeavor to provide prompt and responsive legal services at all times.

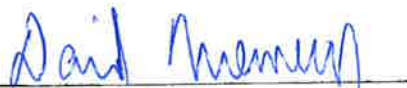
Very truly yours,


MONTANA & WELCH, LLC

By: 
Matthew M. Welch

Enc.

DAVID J. NEIMEYER, VILLAGE ADMINISTRATOR OF THE VILLAGE OF TINLEY PARK AND THE VILLAGE OF TINLEY PARK, ILLINOIS UNDERSTANDS AND AGREES TO THE TERMS OF THIS ENGAGEMENT LETTER AND THE ATTACHED TERMS OF ENGAGEMENT FOR LEGAL SERVICES.

By: 
David J. Neimeyer
Village Administrator

By: 
Village of Tinley Park

Date: 5/16/17

Date: 5/16/17

Montana & Welch, LLC

11952 South Harlem Avenue
Suite 200A
Palos Heights, Illinois 60463
(708) 448-7005
(708) 448-7007 Fax

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following is an explanation of the basis on which Montana & Welch, LLC ("Firm") bills for its services and the expenses and advances incurred on behalf of its clients, and details various practices and policies of the Firm which govern the relationship between the Firm and its clients. Unless modified in writing by mutual agreement, these terms will be an integral part of the agreement between the parties. Please review these Terms of Engagement for Legal Services ("Terms") carefully and contact us promptly if you have any questions.

BILLING ARRANGEMENTS, FEES AND TERMS OF PAYMENT

The Firm shall submit invoices to our clients monthly during our engagement. This procedure ensures our clients have a current understanding of our charges and can budget legal expenses. Invoices are influenced by the amount of time expended and the current hourly billing rates of the lawyers involved in the matter. Each invoice is ordinarily reviewed by the attorney who has primary billing responsibility for that particular client prior to its submission to the client for payment. The attorney reviews the time recorded to the client's account since the last billing.

The Firm will keep accurate records of the time devoted to the particular matter, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, and other related matters. Firm time is recorded in units of one quarter of an hour. The hourly billing rates of attorneys and paralegals/law clerks in the Firm are as follows: attorney rate of \$195.00 per hour; and paralegal rate of \$95.00 per hour and law clerk rate of \$60.00 per hour.

Clients are also billed for direct expenses incurred in connection with handling their matters, such as special mail services, messenger and overnight delivery services; for advances incurred on behalf of a client such as filing fees, court reporters, arbitrators consulting fees, printing, computerized legal research and travel expenses. Where significant expenses are involved, the Firm may request that the client pay the cost directly.

The Firm is often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon the Firm's professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost may be more than the amount estimated.

Payment of invoices shall be paid within thirty (30) days of the date of the invoice, as delayed payment adds to the Firm's overall costs of providing services. In addition, the Firm reserves the right to discontinue performance and to withdraw as your attorneys, regardless of the status of any matter in which we are involved and subject to only our ethical obligations, if any invoice remains unpaid for more than ninety (90) days after the date of the invoice.

PROVISION OF LEGAL SERVICES

The retention of a lawyer does not insure that the desired outcome will be achieved. The Firm cannot guarantee the results of its services. Rather, the Firm will at all times act on your behalf to the best of our availability, and will provide competent representation to its clients. Competent representation requires the legal knowledge, skill, thoroughness and preparation necessary to handle the client's matters. Any expressions on our part regarding the outcome of legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

CLIENT RESPONSIBILITIES

The Firm expects the client to be actively involved with the matters we are handling for them, to participate in meetings and to provide whatever information and cooperation may be necessary. We also expect that the information the Firm receives from the client will be accurate and complete. If a client does not cooperate with the Firm or provides the Firm with information which is incomplete or inaccurate, the Firm reserves the right to withdraw as attorneys for the client.

TERMINATION

Client may terminate our representation at any time, with or without cause, by notifying the Firm. Client termination of Firm services will not affect its responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter.

The Firm is subject to the rules of professional responsibility for the jurisdiction in which the Firm practices, which list several types of conduct or circumstances that require or allow the Firm to withdraw from representing a client, including for example nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflicts of interest with another client. The Firm tries to identify in advance and discuss with our clients any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, the Firm shall provide written notice to client of such withdrawal.

Except for original corporate records or any records or files which we receive from you or third parties with the understanding that they belong to you, it is agreed that all of our files, copies of documents, correspondence or other materials which we may accumulate in connection with our representation of you shall be the property of Montana & Welch, LLC. You may have copies at

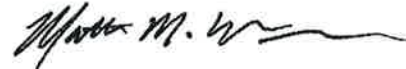
any time during our representation of you. Upon termination of the engagement and upon request, the Firm will return your property to you within thirty (30) days of such termination. However, it is specifically agreed that we have the right to dispose of our files at such time as we determine that such files no longer need to be retained. After disposal, these materials will no longer be available.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions as well as any additional terms and conditions set forth in the accompanying engagement letter. If any term contained herein is unacceptable to you, please advise the Firm now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Please indicate your receipt of the Terms and your approval of the terms herein by signing this document where indicated below and returning a copy to the Firm by email to mwelch@montanawelch.com. Please retain a copy for your records.

Respectfully,

MONTANA & WELCH, LLC



Matthew M. Welch

Terms for Engagement of Legal Services APPROVED and ACCEPTED:

By: David Neimeyer
David J. Neimeyer
Village Administrator

Date: 5/16/17

By: [Signature]
Village of Tinley Park

Date: 5-16-17