



AGENDA
REGULAR VILLAGE BOARD MEETING
Village Hall – Board Room
Monday, August 12, 2019
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 July 22, 2019 Regular Village Board Meeting Minutes

3.0 REPORTS OF OFFICERS

3.1 Mayor's Report

3.11 Life Saving Award – Kenneth & Alicia Anderson, 425 Village Green

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 August 12, 2019 in the amount of \$904,521.44

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 Ordinance Amending to Title 1 (Administration) Chapter 15 (Comprehensive Fee Schedule) of the Lincolnshire Village Code (Administration Fees – Returned Checks, Traffic Crash Accident Reports, and Accident Reconstruction Reports - Village of Lincolnshire)

7.2 Approval of an Ordinance Amending Title 1 (Administration), Chapter 17 (Comprehensive Fine/Penalty Schedule), Section 1-17-2 (Administration Fines)

of the Lincolnshire Village Code Pertaining to General Penalties (Village of Lincolnshire)

- 7.3 Approval of a Contract with Chicagoland Paving, Inc. for IL Route 22 Emergency Access Construction at a Cost not to Exceed \$80,000 (Village of Lincolnshire)
- 7.4 Approval of an Ordinance Amending Section 3-3-2-3 of Title 3-3, Liquor Control, for the Creation and Issuance of Village Liquor License (Class "H" Package Liquor License) for RDK Ventures, LLC (Circle K Store #4706704 – 1000 Milwaukee Avenue)

8.0 ITEMS OF GENERAL BUSINESS

8.1 Planning, Zoning & Land Use

8.2 Finance and Administration

8.3 Public Works

8.4 Police

8.5 Parks and Recreation

8.6 Judiciary and Personnel

8.61 Approval of Representation Letter with Clark Baird Smith, LLP for Legal Representation (Village of Lincolnshire)

9.0 REPORTS OF SPECIAL COMMITTEES

10.0 UNFINISHED BUSINESS

11.0 NEW BUSINESS

12.0 ADJOURNMENT



MINUTES
REGULAR VILLAGE BOARD MEETING
Monday, July 22, 2019

Present:

- | | |
|---|---|
| Mayor Brandt | Trustee Harms Muth |
| Trustee Grujanac | Trustee Hancock |
| Trustee Leider | Trustee Pantelis |
| Trustee Raizin | 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 |

ROLL CALL

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

Pledge of Allegiance

2.0 APPROVAL OF MINUTES

2.1 Approval of the July 8, 2019 Regular Village Board Meeting Minutes

Trustee Grujanac moved and Trustee Harms Muth seconded the motion to approve the minutes of the Regular Village Board Meeting of July 8, 2019 as presented. The roll call vote was as follows: AYES: Trustees Grujanac, Harms Muth, Pantelis, Raizin, and Hancock. NAYS: None. ABSENT: Trustee Leider. ABSTAIN: None. Mayor Brandt declared the motion carried.

3.0 REPORTS OF OFFICERS

3.1 Mayor's Report

3.11 444 Social Grand Opening

Mayor Brandt noted Trustee Pantelis, Trustee Raizin, Village Clerk Mastandrea, Village Manager Burke, Assistant Village Manager/Community & Economic Development Director Gilbertson, Planning & Development Manager Zozulya, and herself attended the 444 Social Grand Opening this past Saturday. Mayor Brandt stated the buildings are beautifully done, and urged all to go view the buildings. Mayor Brandt noted she had a discussion with Mr. Greenberg regarding what can be done to communicate with the new owner of CityPark to encourage change and attract other businesses. Mayor Brandt noted Mr. Greenberg stated 444 Social is currently at a 66% occupancy rate, and as of September 1, it will be at 80% occupancy rate.

Trustee Grujanac asked if both buildings are completely finished. Mayor Brandt noted there is still some items to complete in one of the buildings, but both have occupancies.

3.2 Village Clerk's Report – None

3.3 Village Treasurer's Report

3.31 Revenues and Expenditures for the Month of June, 2019

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 June 2019.

3.4 Village Manager's Report

3.41 Village-Wide Drainage Study Open House

Village Manager Burke noted the Village-Wide Drainage Study Open House is scheduled for Tuesday, July 30th from 5:30 – 8:00 p.m. at the Village Hall. This is an opportunity for anyone who wants to share any drainage issues with the Village's consulting engineers from Christopher B. Burke Engineering. The Village is in the process of collecting information for the development of the drainage study. There is a drainage survey on the website for residents to complete for information gathering as part of the drainage study.

3.42 Dispatch Conversion to Deerfield

Village Manager Burke noted dispatch will be converted from the Village of Vernon Hills to the Village of Deerfield tomorrow, July 23rd. Village Manager Burke congratulated Chief of Police Leonas and all Police staff for the work they did for the conversion.

4.0 PAYMENT OF BILLS

4.1 Bills Presented for Payment on July 22, 2019 in the amount of \$1,047,332.24

Village Treasurer/Finance Director Peterson provided a summary of the July 22, 2019 bills prelist presented for payment with the total being \$1,047,332.24. The total amount is based on \$341,300 for General Fund; \$254,500 for Water & Sewer Fund; \$36,600 for Water & Sewer Improvement Fund; \$7,800 for Vehicle Maintenance Fund, \$347,000 for Sedgebrook SSA, and \$60,200 for General Capital Fund.

Trustee Grujanac moved and Trustee Pantelis seconded the motion to approve the bills prelist dated July 22, 2019 as presented. The roll call vote was as follows: AYES: Trustees Grujanac, Pantelis, Raizin, Hancock, and Harms Muth. NAYS: None. ABSENT: Trustee Leider. ABSTAIN: None. Mayor Brandt declared the motion carried.

5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only) - None

6.0 PETITIONS AND COMMUNICATIONS - None

7.0 CONSENT AGENDA - None

8.0 ITEMS OF GENERAL BUSINESS

- 8.1 Planning, Zoning & Land Use
- 8.2 Finance and Administration
- 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 EXECUTIVE SESSION

13.0 ADJOURNMENT

Trustee Grujanac moved and Trustee Raizin seconded the motion to adjourn. The voice vote was unanimous and Mayor Brandt declared the meeting adjourned at 7:08 p.m.

Respectfully submitted,
VILLAGE OF LINCOLNSHIRE

Barbara Mastandrea
Village Clerk

**REQUEST FOR BOARD ACTION
Committee of the Whole
August 12, 2019**

Subject: Life Saving Award – Kenneth & Alicia Anderson, 425 Village Green

Action Requested: None (Informational)

Originated By/Contact: Joseph Leonas, Chief of Police

Referred To: Mayor and Board of Trustees

Summary / Background:

The Village of Lincolnshire is proud to award residents Kenneth and Alicia Anderson the Lifesaving Award for their efforts during a hazardous material incident at 425 Village Green.

On the afternoon of May 23, 2019, at the condominiums at 425 Village Green, two juveniles entered the pool clubhouse. Shortly thereafter, the female juvenile collapsed. The male juvenile went outside to summon help from Mr. & Mrs. Anderson. Afterward, the male juvenile reentered the clubhouse and immediately collapsed. Mr. & Mrs. Anderson called 9-1-1.

When paramedics arrived, they assessed the two juvenile victims had life-threatening injuries due to a possible hazardous material exposure discovered to be carbon monoxide poisoning. The victims were transported to Lutheran General Hospital. A hazardous material incident was commenced by the Lincolnshire-Riverwoods Fire Protection District and a large multi-agency hazardous material response was initiated.

If Kenneth and Alicia Anderson had not been nearby when this event had occurred, the male juvenile, after not locating any help outside, would have most likely returned inside to tend to the female juvenile and both would have succumbed to the carbon monoxide fumes.

Budget Impact:

None

Service Delivery Impact:

None – Informational only

Recommendation:

None – Informational only

Reports and Documents Attached:

None

Meeting History	
Initial Referral to Village Board (COW):	August 12, 2019



VILLAGE OF LINCOLNSHIRE

BILLS PRESENTED FOR PAYMENT

08/12/2019

General Fund	\$	289,012.45
Water & Sewer Fund	\$	33,372.06
Motor Fuel Tax		
Water & Sewer Improvement Fund	\$	440,677.52
Fraud, Alcohol, Drug Enforcement	\$	2,140.00
Vehicle Maintenance Fund	\$	21,787.12
E 911 Fund		
Park Development Fund		
Sedgebrook SSA		
General Capital Fund	\$	117,532.29
GRAND TOTAL	\$	904,521.44

Brad Burke, Village Manager

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: ACCURATE DOCUMENT DESTRUCTION		
15659356	06/13/19 Document Destruction	122.45
TOTAL VENDOR ACCURATE DOCUMENT DESTRUCTIO		122.45
VENDOR NAME: ADVANCED BUSINESS GR		
00022021	Site-to-site VPN Service	125.00
TOTAL VENDOR ADVANCED BUSINESS GR		125.00
VENDOR NAME: ALTORFER INDUSTRIES, INC.		
PM600282962	LLS Generator Repair	1,011.94
TOTAL VENDOR ALTORFER INDUSTRIES, INC.		1,011.94
VENDOR NAME: AMERICAN PLANNING ASSOCIATION		
136582-1977	APA Membership 2019_2020: T Zozulya # 136582	590.00
TOTAL VENDOR AMERICAN PLANNING ASSOCIATION		590.00
VENDOR NAME: AMERICAN PRINTING TECHNOLOGIES		
19-LS07	08 2019 UB Print Service	465.00
19-LS07-P	08 2019 UB Postage	926.85
TOTAL VENDOR AMERICAN PRINTING TECHNOLOGIES		1,391.85
VENDOR NAME: AMERI-TEX INC.		
122029	Embroider Vest Covers - Holst	15.00
121510	Embroider Uniform Shirts - Zange	15.00
TOTAL VENDOR AMERI-TEX INC.		30.00
VENDOR NAME: ARLINGTON HEIGHTS FORD		
872514	Squad 106 Brakes & Suspension Parts	803.48
872173	Squad 102 Rear Brakes	578.07
872520	Squad 102 Core Return	(100.00)
871715	Admin 96 P/S Line	138.44
871754	Incorrect Part Return	(87.86)
TOTAL VENDOR ARLINGTON HEIGHTS FORD		1,332.13
VENDOR NAME: ARTHUR CLESEN, INC.		
344956	Weed Control	92.00
345266	Storm Sewer Repair	125.00
TOTAL VENDOR ARTHUR CLESEN, INC.		217.00
VENDOR NAME: ASSOC. OF PUBLIC TREASURERS		
21091	Annual Dues Peterson 8/1/2019- 7/30/2020	145.00
TOTAL VENDOR ASSOC. OF PUBLIC TREASURERS		145.00
VENDOR NAME: AZAVAR		
147863	6 of 36 Sales Tax Payments	5,713.47
TOTAL VENDOR AZAVAR		5,713.47
VENDOR NAME: B & F CONSTRUCTION CODE SERVICES		
11550	June_2019 Inspections	2,292.50
TOTAL VENDOR B & F CONSTRUCTION CODE SERVICE		2,292.50
VENDOR NAME: BADE SUPPLY		
28038	Paper Goods	450.19
28418	Janitorial Supplies	314.37
TOTAL VENDOR BADE SUPPLY		764.56
VENDOR NAME: BADGER METER		
80036379	Beacon Meter	163.92
TOTAL VENDOR BADGER METER		163.92
VENDOR NAME: BAXTER & WOODMAN INC.		

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: BAXTER & WOODMAN INC.		
0207600	2019 Pavement Rehab Design	16,508.61
TOTAL VENDOR BAXTER & WOODMAN INC.		16,508.61
VENDOR NAME: BEHM ENTERPRISES, IN		
2299	BBox Repairs - 16 Yorkshire, 26 Kent & 104 Riversh	7,500.00
TOTAL VENDOR BEHM ENTERPRISES, IN		7,500.00
VENDOR NAME: BOLLINGER, LACH & ASSOC		
19717-4	Crosstown Watermain - Phase III	18,157.89
TOTAL VENDOR BOLLINGER, LACH & ASSOC		18,157.89
VENDOR NAME: BRIGHT LIGHT SIGN CO		
TM-15262	Village Hall Holiday Lights - 50% Deposit	3,162.50
TOTAL VENDOR BRIGHT LIGHT SIGN CO		3,162.50
VENDOR NAME: BUCK BROS., INC.		
226937	Hedge Trimmer & Chainsaw Parts	310.83
226407	Small Equipment Carburators	130.54
228865	Stihl Chainsaw Carb	135.96
TOTAL VENDOR BUCK BROS., INC.		577.33
VENDOR NAME: BURKE BRAD		
2019-06	Summer 2019 Illinois City/County Management Ass	433.49
TOTAL VENDOR BURKE BRAD		433.49
VENDOR NAME: C.R. NELSON LANDSCAPING		
7251	Rivershire Restoration Watermain Repair	750.00
TOTAL VENDOR C.R. NELSON LANDSCAPING		750.00
VENDOR NAME: CAMPANELLA & SONS, I		
9600-2	Lincolnshire Creek Drainage Improvement Project -	82,725.68
TOTAL VENDOR CAMPANELLA & SONS, I		82,725.68
VENDOR NAME: CHICAGOLAND PAVING		
196601-F	Pavement Patching	60,538.28
19-32-1	North Park Tennis Court	7,700.00
TOTAL VENDOR CHICAGOLAND PAVING		68,238.28
VENDOR NAME: CHRISTOPHER B BURKE ENGINEERING LTD		
151877	Village-Wide Drainage Study & Analysis 5-26-19 to	7,214.00
151668	Downtown Pocket Park 5-26-19 to 6-29-19	400.00
151876	Indian Creek Streambank Stabilization 6-30-19 to 7-	475.48
TOTAL VENDOR CHRISTOPHER B BURKE ENGINEERIN		8,089.48
VENDOR NAME: CINTAS CORPORATION #47P		
4027134763	Weekly Uniform Rental - Public Works	(254.25)
4025711590	Weekly Uniform Rental - Public Works	124.23
4024800878	Weekly Uniform Rental - Public Works	124.23
4025233855	Weekly Uniform Rental - Public Works	124.23
47P128281	Weekly Uniform Rental - Public Works	124.19
47P127022	Weekly Uniform Rental - Public Works	124.19
4024136168	Weekly Uniform Rental - Pbulic Works	124.23
47P120413	Weekly Uniform Rental - Public Works	139.74
47P121617	Weekly Uniform Rental - Public Works	139.74
47P123038	Weekly Uniform Rental - Public Works	139.74
47P125761	Weekly Uniform Rental - Public Works & Lost Items	169.67
47P124491	Weekly Uniform Rental - Public Works & Damage II	168.16
4026185872	Weekly Uniform Rental - Public Works	124.23
4026659176	Weekly Uniform Rental - Public Works + New Empl	227.21
TOTAL VENDOR CINTAS CORPORATION #47P		1,599.54
VENDOR NAME: CIORBA GROUP		
0024321	Emergency Interconnect Professional Services 5-30	6,980.09

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: CIORBA GROUP		
	TOTAL VENDOR CIORBA GROUP	6,980.09
VENDOR NAME: CL GRAPHICS		
0068480	Summer 2019 Newsletter	3,585.00
	TOTAL VENDOR CL GRAPHICS	3,585.00
VENDOR NAME: CLARKE ENVIRONMENTAL		
001007794	Mosquito Abatement Services Payment 4 of 4	17,569.50
	TOTAL VENDOR CLARKE ENVIRONMENTAL	17,569.50
VENDOR NAME: COLE BRANDT		
07262019_Food Truck	2019 Food Truck Friday Entertainment_July 26, 201	250.00
	TOTAL VENDOR COLE BRANDT	250.00
VENDOR NAME: COMED		
3427049011-07-19	Rate 23 Street Lighting 6-21-19 to 7-23-19	919.32
	TOTAL VENDOR COMED	919.32
VENDOR NAME: CONCENTRIC INTEGRATION, LLC		
0207407	Estates Router	507.00
0207406	Highland Park Water Plant to ESR Communication	987.00
0207235	WSR Pump Control Logic	643.24
0207239	ESR Pressure Transmitter	875.00
	TOTAL VENDOR CONCENTRIC INTEGRATION, LLC	3,012.24
VENDOR NAME: CONSERV FS, INC.		
65080211	Ball Field Mix	790.50
	TOTAL VENDOR CONSERV FS, INC.	790.50
VENDOR NAME: CONSTELLATION NEWENERGY, INC.		
15234613201	Electric supply WSR 5-31-19 to 7-1-19	1,715.41
	TOTAL VENDOR CONSTELLATION NEWENERGY, INC.	1,715.41
VENDOR NAME: CORPORATE WELLNESS PARTNERS LLC		
00004328-0	C. Harrison pre-employment drug test	89.00
	TOTAL VENDOR CORPORATE WELLNESS PARTNERS L	89.00
VENDOR NAME: DEERFIELD VILLAGE		
43954	VPN Set Up, VPN Licenses, Tyler Training and Conf	9,227.42
	TOTAL VENDOR DEERFIELD VILLAGE	9,227.42
VENDOR NAME: DUSTCATCHERS & A LOGO MAT INC		
63361	Floor Mat Service - Village Hall	20.00
63362	Floor Mat Service - Public Works	53.77
63801	Floor Mat Service - Public Works	59.50
63800	Floor Mat Service - Village Hall	14.00
	TOTAL VENDOR DUSTCATCHERS & A LOGO MAT INC	147.27
VENDOR NAME: ELEVATOR INSPECTION SERVICES		
86266	1207 Riverwoods_Ascension of Our Lord Church_N	80.00
86273	July 2019 Elevator Inspections 7@\$17 per inspectic	119.00
	TOTAL VENDOR ELEVATOR INSPECTION SERVICES	199.00
VENDOR NAME: EMPIRE COOLER SERVICE, INC.		
272213	Ice Delivery for Red, White & Boom	942.50
	TOTAL VENDOR EMPIRE COOLER SERVICE, INC.	942.50
VENDOR NAME: EXTRA SPACE STORAGE		
5223660718-7-19	August 2019 Storage Fees For Special Event Items	297.00

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: EXTRA SPACE STORAGE		
	TOTAL VENDOR EXTRA SPACE STORAGE	297.00
VENDOR NAME: FEDEX		
6-622-88107	Ship Return Equipment - Police Department	27.12
	TOTAL VENDOR FEDEX	27.12
VENDOR NAME: GARVEY'S OFFICE PRODUCTS		
PINV1758320	Steno Pads & Post-it Notes	28.80
PINV1767452	Envelopes, folders, laminate pouches	132.16
	TOTAL VENDOR GARVEY'S OFFICE PRODUCTS	160.96
VENDOR NAME: GAS DEPOT OIL COMPANY		
71541	On Road Diesel	2,380.74
	TOTAL VENDOR GAS DEPOT OIL COMPANY	2,380.74
VENDOR NAME: GENDELL REALTY PARTNERS, INC		
CD_Bond B19-0004E	BD Bond Refund_501 Milwaukee Ave_B19-0004E_	342.02
	TOTAL VENDOR GENDELL REALTY PARTNERS, INC	342.02
VENDOR NAME: GEWALT HAMILTON ASSOCIATES		
4904.003-12	IITEP Engineering 6-1-19 to 6-30-19	3,384.00
	TOTAL VENDOR GEWALT HAMILTON ASSOCIATES	3,384.00
VENDOR NAME: GOVHR USA, LLC		
5848	Job Advertisement - Parks/Forestry Public Works	100.00
	TOTAL VENDOR GOVHR USA, LLC	100.00
VENDOR NAME: GRAINGER, INC.		
812932507-1	Rubber Undercoat	39.18
9241862185	Insect Repellent	62.40
9241701797	Sign Materials	39.10
	TOTAL VENDOR GRAINGER, INC.	140.68
VENDOR NAME: GREEN ACRES LANDSCAPING		
2019-5223	Mowing Services for 61 & 63 Lincolnshire	370.00
2019-5218	Spring Lake Park - West End - Removal of Clay & S	2,040.00
2019-5211	Pocket Park - Mowing & Mulched Bed Areas	510.00
2019-5213	Spring Lake Park - Mulch	260.00
2019-5217	Route 22 Bike Path - Weed Removal, Herbicide and	460.00
2019-5220	Whytegate Park - Southwest Beds Woodchipec	1,400.00
2019-5205	Rivershire Step Path - Removed & Aligned Paver St	1,300.00
2019-5214	4 Kensington - Restoration	857.00
2019-5206	Riverwoods Road Bike Path - Pruning	2,400.00
2019-5212	Rivershire Park - Woodchip Pathway - Weeded & H	750.00
2019-5209	Route 22 Bike Path - Pruning (Riverwoods - Westmi	550.00
2019-5207	Route 22 Bike Path - Pruning (Pembroke - Egg Har	1,500.00
2019-5208	Route 22 Bike Path - Pruning (Riverwoods - Westmi	700.00
2019-5210	Riverwoods & Route 22 - Pruning Waste Fee	970.00
	TOTAL VENDOR GREEN ACRES LANDSCAPING	14,067.00
VENDOR NAME: HIGHLAND PARK, CITY OF		
250074	Water Sampling Done Between April - June 2019	375.00
	TOTAL VENDOR HIGHLAND PARK, CITY OF	375.00
VENDOR NAME: ILACP		
3401	Training - Lessons from Aurora Shooting - Hyde	79.00
3402	Training - Lessons from Aurora Shooting - Andersor	79.00
	TOTAL VENDOR ILACP	158.00
VENDOR NAME: ILCMA		
1795	Job Advertisement - Public Works Forestry/Parks P	50.00
	TOTAL VENDOR ILCMA	50.00

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: ILLINOIS LAW ENFORCE		
DUES8770	2019 Membership ILEAS - Lincolnshire	120.00
TOTAL VENDOR ILLINOIS LAW ENFORCE		120.00
VENDOR NAME: ILLINOIS MUNICIPAL LEAGUE		
108	Job Advertisement - Public Works Forestry/Parks	35.00
TOTAL VENDOR ILLINOIS MUNICIPAL LEAGUE		35.00
VENDOR NAME: ILLINOIS STATE POLICE		
2019-9708	Distribution of Seized Assets	2,140.00
TOTAL VENDOR ILLINOIS STATE POLICE		2,140.00
VENDOR NAME: IMPACT NETWORKING, LLC		
1514725	Dory & PW Base Charge 08/06-09/05/19 & Usage C	282.64
TOTAL VENDOR IMPACT NETWORKING, LLC		282.64
VENDOR NAME: IMRF		
76324	07 2019 Member & Employer Contributions	46,501.08
TOTAL VENDOR IMRF		46,501.08
VENDOR NAME: INNER SECURITY SYSTEMS		
112656	Radio transmitter to fire dept - North Park Maint. Bldg	156.00
112622	Radio transmitter to fire dept - Public Works 7-1-19 1	156.00
112658	Radio transmitter to fire dept - Spring Lake 7-1-19 to	246.00
112657	Radio transmitter to fire dept - North Park 7-1-19 to	246.00
112659	Radio transmitter to fire dept - Village Hall 7-1-19 to	156.00
TOTAL VENDOR INNER SECURITY SYSTEMS		960.00
VENDOR NAME: INTERDEV, LLC		
MSP10121777-1	July 2019 IT Services	5,518.62
MSP1021777-2	July 2019 Automate & Manage Client	308.00
TOTAL VENDOR INTERDEV, LLC		5,826.62
VENDOR NAME: INTERSTATE ALL BATTERY CENTER		
49917233	Ford Batteries	391.53
TOTAL VENDOR INTERSTATE ALL BATTERY CENTER		391.53
VENDOR NAME: INVOICE CLOUD		
1185-2019_7	08 2019 Paperless Utility Bills	52.00
TOTAL VENDOR INVOICE CLOUD		52.00
VENDOR NAME: J. G. UNIFORMS, INC.		
57982	Outer Vest Carriers - J. Gloede	312.19
58136	Outer Vest Carriers - Holst	300.00
58135	Outer Vest Carriers - Clark	300.00
TOTAL VENDOR J. G. UNIFORMS, INC.		912.19
VENDOR NAME: JW TURF		
00701	Infield Machine Rental for Summer Slam	400.00
TOTAL VENDOR JW TURF		400.00
VENDOR NAME: KIESLER POLICE SUPPLY, INC.		
IN114706	9mm Yellow Marking Rounds	510.00
TOTAL VENDOR KIESLER POLICE SUPPLY, INC.		510.00
VENDOR NAME: LAI		
19-16623	Air Relief Valve Repair	116.42
TOTAL VENDOR LAI		116.42
VENDOR NAME: LAKE COUNTY RECORDER OF DEEDS		
2019-00036051	BD Bond Escrow Recording Fee_Riverhshire HOA	51.00

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: LAKE COUNTY RECORDER OF DEEDS		
	TOTAL VENDOR LAKE COUNTY RECORDER OF DEEDS	51.00
VENDOR NAME: LAWSON PRODUCTS INC		
9306908957	Stainless Hose Clamp, Lubricant, Cleaner	442.78
	TOTAL VENDOR LAWSON PRODUCTS INC	442.78
VENDOR NAME: LENNY HOFFMAN EXCAVATING, INC.		
19-1683	Crosstown Watermain Section 2	270,720.09
	TOTAL VENDOR LENNY HOFFMAN EXCAVATING, INC.	270,720.09
VENDOR NAME: LIBERTYVILLE CHEVROLET		
916153	Squad 1301 Brakes	136.75
	TOTAL VENDOR LIBERTYVILLE CHEVROLET	136.75
VENDOR NAME: LINCOLNSHIRE RIVERWOODS FPD		
10480	Plan Review_475 Half Day Rd Suite 210_Huber Fir	319.00
10481	Plan Review_300 Olde Half Day_Vernon Library_P1	421.00
10484	Plan Review_575 Bond Street_Ravinia Plumbng P	319.00
10488	Plan Review_475 Half Day_mowery & Schoenfeld_	319.00
10491	Plan Review_25 Tri State International_CDW_P19-	319.00
10492	Plan Review_440 Milwaukee_Studio 18_P19-0013C	319.00
10495	Plan Review_575 Bond Street_Ravinia Plumbing_F	377.00
10497	Plan Review_4 Overlook Point_Temp Event AON_P	60.00
	TOTAL VENDOR LINCOLNSHIRE RIVERWOODS FPD	2,453.00
VENDOR NAME: LINCOLNSHIRE VILLAGE-PETTY CASH		
08122019	08/12/19 Petty Cash Reimbursements	165.14
	TOTAL VENDOR LINCOLNSHIRE VILLAGE-PETTY CASH	165.14
VENDOR NAME: LOCALGOVNEWS.ORG		
10162019	Annual membership to LocalGovNews.org	1,200.00
	TOTAL VENDOR LOCALGOVNEWS.ORG	1,200.00
VENDOR NAME: MADISON NATIONAL LIFE INS CO, INC.		
1354056	08 2019 Life Insurance Premiums	1,146.56
	TOTAL VENDOR MADISON NATIONAL LIFE INS CO, INC.	1,146.56
VENDOR NAME: MAGID GLOVE & SAFETY		
2114095	Safety Googles	64.20
	TOTAL VENDOR MAGID GLOVE & SAFETY	64.20
VENDOR NAME: MANKOFF INDUSTRIES		
4908	July UST Inspections	660.00
	TOTAL VENDOR MANKOFF INDUSTRIES	660.00
VENDOR NAME: MARSH		
346976345431	Public Officials Bond- Leider	100.00
	TOTAL VENDOR MARSH	100.00
VENDOR NAME: MARTAM CONSTRUCTION INC.		
13048	Emergency Interconnect @ Rt. 22 & Prairie Roac	144,819.45
	TOTAL VENDOR MARTAM CONSTRUCTION INC.	144,819.45
VENDOR NAME: MATT SETTLER		
07162019	Special Event Consultant Services_2019 Red White	40.00
	TOTAL VENDOR MATT SETTLER	40.00
VENDOR NAME: MCLETC		
19-281	Academy Uniform - Weadick	303.00
	TOTAL VENDOR MCLETC	303.00

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: MENONI & MOCOGNI, IN		
1330609	Screened Red Rock - 4th of July Prep	272.95
1330157	Spoil Hauling from 45 Londonderry	5,600.00
1327655	Spoil Hauling from 45 Londonderry	2,800.00
1330875	Screened Red Rock - 4th of July Park Prep	196.73
1329121	Gravel	1,275.47
TOTAL VENDOR MENONI & MOCOGNI, IN		10,145.15
VENDOR NAME: MICHAEL MERANDA JR.		
191907	7/16/19 ARB Mtg	120.00
192607	7/22/19 RVB/COW Mtgs.	120.00
TOTAL VENDOR MICHAEL MERANDA JR.		240.00
VENDOR NAME: MOTOR INFORMATION SYSTEMS		
R0295384	HD Truck Online Service Manuals	926.10
TOTAL VENDOR MOTOR INFORMATION SYSTEMS		926.10
VENDOR NAME: NAPA AUTO PARTS		
014763	Truck 242 Marker Lights	29.97
015787	Brake Fluid	31.82
016642	Squad 85 Seal	8.80
TOTAL VENDOR NAPA AUTO PARTS		70.59
VENDOR NAME: NAPA AUTO PARTS -WHE		
536853	Squad 102 Belt	18.85
TOTAL VENDOR NAPA AUTO PARTS -WHE		18.85
VENDOR NAME: NORTH EAST MULTI-REGIONAL TRAINING		
258982	Advanced SRO Training	225.00
TOTAL VENDOR NORTH EAST MULTI-REGIONAL TRAINING		225.00
VENDOR NAME: NORTH SHORE GAS		
604290016-04-07-19	Fallstone Liftstation 6-12-19 to 7-12-19	33.76
604290016-01-07-19	Old Mill Liftstation 6-12-19 to 7-16-19	32.11
604290016-02-07-19	Westwood Liftstation 6-12-19 to 7-12-19	33.76
603028481-01-07-19	NP Maint. Bldg 6-12-19 to 7-12-19	37.39
604290016-03-07-19	Farrington Liftstation 6-12-19 to 7-12-19	32.52
604290016-05-07-19	207A Northampton Pumping 6-12-19 to 7-12-19	34.19
603028481-02-07-19	NP Concession Gas Service 6-12-19 to 7-12-19	33.41
606017125-01-07-19	24400 Riverwoods Pumping 6-12-19 to 7-12-19	34.19
606253075-01-07-19	Well #3 Gas Service 6-12-19 to 7-2-19	41.32
TOTAL VENDOR NORTH SHORE GAS		312.65
VENDOR NAME: NORTH SUBURBAN EMPLOYEE BENEFIT COO		
2019-07	July 2019 Medical Insurance Premiums	81,115.15
2019-08	August 2019 Vision Insurance Premiums	21.00
TOTAL VENDOR NORTH SUBURBAN EMPLOYEE BENE		81,136.15
VENDOR NAME: NORTHERN SAFETY CO.,		
903552589	Disposable Gloves	107.67
TOTAL VENDOR NORTHERN SAFETY CO.,		107.67
VENDOR NAME: NOVA FIRE PROTECTION, INC.		
004268	Hydrant Flow Test Reimbursement - 15984 Port Clair	100.00
TOTAL VENDOR NOVA FIRE PROTECTION, INC.		100.00
VENDOR NAME: O'HERRON CO INC		
1942759-IN	Explorer Uniform Shirt	42.99
1941847-IN	Uniform Shirts - Kantner	76.48
1941848-IN	Uniform shirts & pants - Lill	202.25
1941849-IN	Sgt. Chevrons on Shirts - Zange	5.50
TOTAL VENDOR O'HERRON CO INC		327.22
VENDOR NAME: PADDOCK PUBLICATIONS, INC.		

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: PADDOCK PUBLICATIONS, INC.		
21929	Emergency Access & Treasurer Report	703.87
19134-4525485	BD Bond Escrow_Village Board Legal Notice_1 Riv	52.90
19134_4525855	BD Bond Escrow_Zoning Board Legal Notice_231	46.50
19134_4525856	BD Bond Escrow_Zoning Board Legal Notice_350 K	70.50
19134_4525857	BD Bond Escrow_ARB Legal Notice_350 Knightsbr	72.00
19134_PW	Bid Notices Watermain Interconnect_04172019_Pt	99.00
19134_4524556	Bid Notice_Soffit Replacement_Public Works	55.50
196122	Daily Herald Subscription (7/14/19-10/5/19)	47.20
TOTAL VENDOR PADDOCK PUBLICATIONS, INC.		1,147.47
VENDOR NAME: PATRIOT PAVEMENT MAINTENANCE		
1170	2019 Crack Filling Program	12,415.00
TOTAL VENDOR PATRIOT PAVEMENT MAINTENANCE		12,415.00
VENDOR NAME: PAYLOCITY		
105366531	08/02/19 Pay Services	235.57
TOTAL VENDOR PAYLOCITY		235.57
VENDOR NAME: PBA, INC./FLEXIBLE BENEFITS		
130851	July 2019 Flex record keeping	200.00
TOTAL VENDOR PBA, INC./FLEXIBLE BENEFITS		200.00
VENDOR NAME: POMP'S TIRE SERVICE INC.		
290155806	Squad Car Tires	728.05
290155860	Squad 1621 Tires	668.96
TOTAL VENDOR POMP'S TIRE SERVICE INC.		1,397.01
VENDOR NAME: RADIO COMMUNICATIONS AND BEYOND		
11587	Radio Programming, Upgrade w/Firmware & Softwa	3,131.70
TOTAL VENDOR RADIO COMMUNICATIONS AND BEYO		3,131.70
VENDOR NAME: REINDERS, INC.		
4265333-00	R + R Restoration	216.90
TOTAL VENDOR REINDERS, INC.		216.90
VENDOR NAME: RELADYNE		
1227440-IN	Squad Car Engine Oil	409.95
TOTAL VENDOR RELADYNE		409.95
VENDOR NAME: ROCK RIVER ARMS		
834338	2 Patrol Rifles	1,709.00
TOTAL VENDOR ROCK RIVER ARMS		1,709.00
VENDOR NAME: ROTARY CLUB OF LINCOLNSHIRE		
2019	Red, White, and Boom Race Fees	7,438.75
7577	1st Quarter Dues (July - September)	194.00
TOTAL VENDOR ROTARY CLUB OF LINCOLNSHIRE		7,632.75
VENDOR NAME: RUSSO POWER EQUIPMENT		
6242892	Equipment For Tree Removal & Pruning	316.97
TOTAL VENDOR RUSSO POWER EQUIPMENT		316.97
VENDOR NAME: SAFETY KLEEN CORP.		
80382387-1903294750	Parts Washer Service	390.07
TOTAL VENDOR SAFETY KLEEN CORP.		390.07
VENDOR NAME: SCHLECHT, PETER		
P19-0013P	Refund of Picnic Permit due to Extreme Heat	50.00
TOTAL VENDOR SCHLECHT, PETER		50.00

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: SEWER EQUIPMENT CO OF AMERICA		
174147	Sewer Flusher Nozzles	214.12
TOTAL VENDOR SEWER EQUIPMENT CO OF AMERICA		214.12
VENDOR NAME: SHI INTERNATIONAL CORP		
B10354271	2019 Maintenance Renewal Quest AppAssure (serv	1,492.00
TOTAL VENDOR SHI INTERNATIONAL CORP		1,492.00
VENDOR NAME: STALKER RADAR		
347644	Repair 2 radar units	264.00
TOTAL VENDOR STALKER RADAR		264.00
VENDOR NAME: STEINER ELECTRIC COMPANY		
S006391100.001	Birch Lakes Gen Set PM	476.00
S006391101.001	Village Hall Gen Set PM	588.00
S006391102.001	Brookwood Gen Set PM	547.00
S006391103.001	Old Mill Woods Gen Set PM	435.00
S006391104.001	Old Mill Commons Gen Set PM	435.00
S006391105.001	Estates Gen Set PM	435.00
S006393404.001	Northampton Gen Set PM	435.00
S006393403.001	Londonderry Gen Set PM	435.00
S006393405.001	ESR Gen Set PM	848.00
S006393402.001	WSR Gen Set PM	848.00
TOTAL VENDOR STEINER ELECTRIC COMPANY		5,482.00
VENDOR NAME: ULTRA PRINTING		
498	Tow Reports & Property Sheets	310.00
TOTAL VENDOR ULTRA PRINTING		310.00
VENDOR NAME: USA BLUE BOOK		
955630	Hydrant Reflectors	114.66
TOTAL VENDOR USA BLUE BOOK		114.66
VENDOR NAME: VALLEY FIRE PROTECTI		
162250	Fire Protection - Service call for NP Concession	765.00
TOTAL VENDOR VALLEY FIRE PROTECTI		765.00
VENDOR NAME: VERIZON WIRELESS		
9833969248	06/13 - 07/12/19 SCADA Data Plan Util	237.26
TOTAL VENDOR VERIZON WIRELESS		237.26
VENDOR NAME: WALMART		
Cops & Kids 2019	Cops & Kids event gift cards	1,000.00
TOTAL VENDOR WALMART		1,000.00
VENDOR NAME: WATER PRODUCTS CO.		
0289580	Repair Clamps	354.00
TOTAL VENDOR WATER PRODUCTS CO.		354.00
VENDOR NAME: XEROX CORPORATION		
097752789	Meme Usage Charge (06/30/19 - 07/25/19)	33.79
097647084	Nemo Base Charge (06/30/19 - 07/21/19)	57.00
097647085	Police Base Charge (06/30/19 - 07/21/19)	85.00
097647087	Meme Base Charge (07-01-19 - 08/30/19)	34.00
TOTAL VENDOR XEROX CORPORATION		209.79
VENDOR NAME: XYLEM WATER SOLUTION		
3556A77984	Liftstation Pump Maint.	2,115.00
TOTAL VENDOR XYLEM WATER SOLUTION		2,115.00
GRAND TOTAL:		904,521.44

**VILLAGE OF LINCOLNSHIRE
ORDINANCE NO.**

**AN ORDINANCE AMENDING TITLE 1 (Administration), CHAPTER 17
(Comprehensive Fine/Penalty Schedule), SECTION 1-17-2 (Administration Fines)
OF THE LINCOLNSHIRE VILLAGE CODE
(General Penalties - Comprehensive Fine/Penalty Schedule)**

WHEREAS, the Mayor and Board of Trustees of the Village of Lincolnshire desire to strengthen the Village penalties related to “social hosting” to deter the provision of alcoholic beverages and other controlled substances to minors on private property or within motor vehicles.

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lincolnshire, Lake County, Illinois, in exercise of its home rule powers, as follows:

Section 1: That Section 1-17-2 of Title 1, Chapter 17, of the Lincolnshire Village Code (Comprehensive Fine/Penalty Schedule), is hereby amended to incorporate a General Penalty pursuant to Section 1-4-1 for violation of the Lincolnshire Village Code [added text **bolded double underline**; deleted text ~~struck through~~]:

	MINIMUM FINE	MAXIMUM FINE	CODE SECTION
Administration Fines			
<u>General Penalty</u> None	<u>\$5.00</u>	<u>\$750.00</u> <u>\$1,000</u>	<u>1-4-1</u>

Section 2: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

PASSED this _____ day of _____, 2019 by the Corporate Authorities of the Village of Lincolnshire on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by the Mayor of the Village of Lincolnshire this _____ day _____, 2019.

Elizabeth J. Brandt, Mayor

ATTEST:

Village Clerk

REQUEST FOR BOARD ACTION

Regular Village Board Meeting

August 12, 2019

Subject: Clark Baird Smith, LLP Representation Letter

Action Requested: Approval of Representation Letter with Clark Baird Smith, LLP

**Originated
By/Contact:** Brad Burke, Village Manager

Referred To: Village Board

Summary / Background:

Section 1-6D-1 (“Legal Counsel Retained”) of the Lincolnshire Village Code (Village Code) states:

Legal counsel shall be retained by the Village Board to advise the Village on legal matters, to prosecute and defend legal actions, and draft legal documents and furnish opinions. Said counsel shall be retained from time to time at the will of the Village Board with such compensation as they shall determine.

For many years, Don Anderson of Ancel Glink, served as the Village’s legal counsel for public sector employment law and collective bargaining matters. Mr. Anderson assisted Lincolnshire in negotiating the first collective bargaining agreement between the Village and Fraternal Order of Police (FOP) who represent the Village’s police officers. Earlier this year, Mr. Anderson was appointed an Administrative Law Judge for the Illinois Labor Relations Board. Given his new role, Mr. Anderson no longer works for Ancel Glink and is not in a position to provide legal counsel to the Village on public personnel matters.

As such, Police Chief Leonas and Village Manager Burke discussed legal counsel options to assist with employment matters. Staff met with attorneys from Ancel Glink and Clark Baird Smith, LLP (Clark Baird Smith) to discuss their services. Staff recommends executing an engagement letter with Clark Baird Smith. Clark Baird Smith is a law firm specializing in labor and employment law, and the firm provides counsel to many area municipalities. Their offices are located in Rosemont.

Currently, staff does not have a specific project or issue pertaining to employment law that would require Clark Baird Smith’s services. However, staff recommends approval of an engagement letter with Clark Baird Smith to have their resources available to provide counsel and representation to the Village on employment law and collective bargaining matters when and if the need arises.

Recommendation:

Staff recommends approval of the engagement letter.

Reports and Documents Attached:

- Proposed engagement letter with Clark Baird Smith, LLP.

Meeting History	
Committee of the Whole	N/A
Regular Village Board Meeting	08/12/2019

CLARK BAIRD SMITH LLP

ATTORNEYS AT LAW

6133 N. RIVER ROAD, SUITE 1120, ROSEMONT, IL 60018
847.378.7700 OFFICE • 847.378.7070 FAX

DDN: 847-378-7703
rsmith@cbslawyers.com

July 25, 2019

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

Re: Representation of the Village of Lincolnshire by Clark Baird Smith LLP

Dear Mr. Burke:

You have asked Clark Baird Smith LLP to provide legal advice to the Village of Lincolnshire ("Village") with respect to certain labor and employment matters arising in the Police Department. Clark Baird Smith LLP would be pleased to provide these services, as well as legal representation on any other appropriate matter you may refer to us from time to time. This letter, along with the attached Terms of Engagement for Legal Services, 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 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 representing the Village, and you may certainly contact any of our attorneys directly if the need arises. Unless otherwise agreed in a specific instance, we will bill the Village based upon the time we spend rendering our services. We normally bill on a monthly basis, so that you will see the extent of the legal fees and disbursements as they are incurred. Our public sector partner hourly billing rates range from are \$340 per hour (my particular billing rate is \$340 per hour), and the rates of our associate attorneys range from \$235 to \$305 per hour.

To evidence concurrence with the scope of services to be rendered, the arrangements for billing and payment of fees and expenses, and our Terms of Engagement for Legal Services, 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 my attention as soon as possible.



We sincerely appreciate the opportunity to represent the Village of Lincolnshire and will endeavor to provide prompt and responsive legal services at all times.

Very truly yours,

CLARK BAIRD SMITH LLP

By  _____
Robert J. Smith, Jr.

RJS:jmf
Enclosure

THE VILLAGE OF LINCOLNSHIRE UNDERSTANDS AND AGREES TO THE TERMS OF THIS ENGAGEMENT LETTER AND THE ATTACHED TERMS OF ENGAGEMENT FOR LEGAL SERVICES.

By _____
Title Date

CLARK BAIRD SMITH LLP

ATTORNEYS AT LAW

6133 N. RIVER ROAD, SUITE 1120, ROSEMONT, IL 60018
847.378.7700 OFFICE • 847.378.7070 FAX

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following is an explanation of the basis on which Clark Baird Smith LLP bills for its services and the expenses and advances incurred on behalf of its clients, and details various practices and policies at the Firm which govern the relationship between Clark Baird Smith LLP, and its clients. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

BILLING ARRANGEMENTS, FEES AND TERMS OF PAYMENT

We normally submit invoices to our clients monthly during our engagement unless otherwise agreed. This procedure ensures that our clients have a current understanding of our charges and can intelligently budget legal expenses. Invoices are usually most 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 purpose of the review is to determine whether the invoice should be calculated solely on the basis of the time recorded or should be adjusted according to the circumstances.

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, and other related matters. Normally we record our time in units of one quarter of an hour. The currently hourly billing rates of attorneys and paralegals in our Firm for matters such as this are as follows: Partner rates are \$340 per hour; associate attorney rates range from \$235 to \$305 per hour; and paralegal rates range from \$75 to \$140. Typically, the more experience an individual has, the higher the hourly rate. Ordinarily, we review and adjust our billing rates annually to reflect current levels of legal experience, changes in overhead costs, and other factors. Changes in rates will be reflected in the monthly invoices.

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; and for items purchased and used exclusively in connection with a particular client's matters. Where significant advances are involved, we may request that the client pay the costs directly.



We are 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 our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation unless a fixed-fee is specifically negotiated. The ultimate cost may be more than the amount estimated.

We ask and expect payment of our invoices within thirty (30) days of the date of the invoice since delayed payment adds to our overall costs of providing services. In addition, we reserve the right to discontinue performance and to withdraw as your attorneys, regardless of the status of any matter in which we may be 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.

It is of the utmost importance for us to know at all times that you are satisfied with the legal services being provided by Clark Baird Smith LLP. So that there will always be full and open communication between us, and so that we may clearly understand and promptly deal with any concerns a client may have about our services, any questions concerning a particular invoice or about our legal services should be raised within thirty (30) days of the date of the invoice or the occurrence of the event which causes you concern.

THE PROVISION OF LEGAL SERVICES

Customarily, each client of Clark Baird Smith LLP is served by a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Clark Baird Smith LLP, also may utilize other attorneys and paralegals in the Firm to work on a client's matters. These individuals operate under the supervision of the principal lawyer for the client. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise our client of the names of those lawyers and legal assistants who work on the client's matters.

The retention of a lawyer does not insure that the desired outcome will be achieved. Accordingly, Clark Baird Smith LLP cannot guarantee the results of its services. Rather, Clark Baird Smith LLP will at all times act on your behalf to the best of our ability, 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 our 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.

YOUR RESPONSIBILITIES

We expect our clients 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 we receive from our clients will be accurate and

complete. If a client does not cooperate with us or provides us with information which is incomplete or inaccurate, we reserve the right to withdraw as attorneys for that client.

MISCELLANEOUS

In connection with audits of a client's financial statements, Clark Baird Smith LLP may be requested from time to time to furnish certain information or to confirm information. By engaging us, you are authorizing us to respond to such requests in a reasonable manner and to furnish such information as is consistent with reasonable requests from the auditors and the attorney-client privilege. Time spent responding to such requests will be charged at our regular rates.

Where we have been asked to represent more than one individual or entity in a matter, the Rules of Professional Conduct promulgated by the Illinois Supreme Court require us to disclose that representation of multiple clients is permitted so long as the clients do not have directly adverse interests. However, we may not represent multiple clients if the representation of one or more of those clients may be materially limited by the Firm's responsibilities to another client or to a third person, or by the Firm's or a lawyer's own interests. More simply stated, we can represent multiple parties in a matter so long as each party has similar interests. At such time as those interests diverge, we may no longer be able to represent any of the affected clients. If the matter which is the subject of the engagement letter involves the representation of multiple clients or entities, the execution and delivery of the engagement letter to Clark Baird Smith LLP, by each client is an acknowledgement that the clients have similar interests and that each consents to our representation of the other clients. In addition, where representing multiple clients or parties, unless otherwise agreed in writing by Clark Baird Smith LLP, the clients are jointly and severally obligated with respect to the payment of our invoices.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent that the engagement letter or these Terms of Engagement for Legal Services contain written advice relating to a Federal tax issue, the written advice is not intended nor written to be used and cannot be used by the recipient or any other taxpayer for the purposes of avoiding Federal tax penalties or to support the promotion or marketing of the transaction or matters discussed herein.

TERMINATION

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

We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us 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. We try to identify in advance and discuss with our clients any

situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, we give the client written notice of our 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, including copies of materials filed with any regulatory agency, shall be the property of Clark Baird Smith LLP. You may have copies at any time during our representation of you. Upon the termination of the engagement and upon request, we 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 of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.