

December 20, 2024

VIA ELECTRONIC MAIL and First-Class U.S. Mail:

Jim Culotta jculotta@orlandpark.org

Mr. Jim Culotta
Village Manager
14700 Ravinia Avenue
Orland Park, Illinois 60462

RE: Engagement of Michael Roth for Legal Services to Village of Orland Park

Dear Mr. Culotta:

I am very appreciative of having had the opportunity to work with you and the Village of Orland Park on behalf of my law firm, Ice Miller, LLP in regard to Impact Fees, Development Contributions, and the MST TIF. As you know, I am retiring from Ice Miller, LLP effective January 1, 2025, and you have indicated that you wish to have me continue representing the Village as a licensed attorney and sole practitioner beginning January 1, 2025. Until January 1, 2025, I will continue to represent you as a partner with Ice Miller, LLP, and my contact information will continue to be my Ice Miller, LLP telephone numbers and email address. Upon receipt of this letter, executed by the Village, I will begin representing the Village in regard Impact Fees and Land Cash Contributions, Intergovernmental Agreements, and the MST TIF – as you may direct - commencing January 1, 2025.

If in the future you wish to change the nature or scope of this engagement, I will certainly discuss necessary amendments or modifications to the terms of this engagement. Once my services under this engagement letter have been concluded, the engagement will be over unless I mutually agree to the contrary.

Fees and Ancillary Charges

In return for the services provided, fees will be charged based upon the time expended and other factors covered by the Illinois Rules of Professional Conduct, at my discounted hourly rate of \$500.00. A retainer payment is not necessary.

In addition to legal fees, I also charge for ancillary services, for which the Village will be invoiced. Such charges may include bulk photocopying or printing, computerized legal database research not to exceed \$150 during any 30-day period, out of pocket service and delivery expenses, mileage and travel expenses for meetings or appointments, and for other similar charges, without mark-up, that are specifically applicable to the engagement.

As You know, the fees and ancillary charges relating to this matter are not predictable. Accordingly, unless stated otherwise in an agreed work order, I have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter or any individual work assignment. However, if requested to provide an estimate of my fees for a given matter, I will endeavor in good faith to provide my best estimate, but unless there is a mutual agreement to a fixed fee, the actual fees incurred on any project will likely be less than or exceed the estimate. In any case, it is expressly understood that payment of my fees and costs is not contingent on the outcome of the matter.

Client Responsibilities

The Village agrees to pay my statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with me and keep me informed with complete and accurate information, documents and other communications relevant to the subject matter of my representation or otherwise requested by me. Because it is important that I be able to contact You in order to consult with you regarding your representation, you will inform me, in writing, of any changes in the name, address, telephone number, and e-mail address of the Village's contact person.

Terms and Conditions

My standard Terms and Conditions of Engagements for Legal Services is enclosed, and will apply except where in conflict with the written terms of this letter. Otherwise, such terms and conditions will apply to this engagement to the same extent as if they are typed as part of this letter.

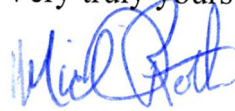
Acceptance

I do hope that this letter is helpful to you and accurately states the scope of the representation agreed upon. I intend to provide legal services to you based on the terms and conditions set forth in this letter unless you promptly notify me in writing to the contrary. If you have any questions or wish to discuss any portion of this agreement, please call me. Please indicate for my written records your acceptance of these terms by signing the copy of this letter in the space provided, and return the same to me. Signatures by facsimile or e-mail will be accepted as original signatures.

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I appreciate this opportunity to work with you and the Village and appreciate the confidence you have placed in me. Thank you.

Very truly yours



Michael M. Roth

Acknowledged and Agreed:

By: _____

Its: _____

Mr. Jim Culotta
Village of Orland Park

Michael M. Roth**Terms and Conditions of Engagements for Legal Services**

This statement of the terms and conditions that are generally applicable to its legal services representations of clients of attorney, Michael M. Roth, in the absence of an express agreement specifically to the contrary. When used in this document, “I” and similar terms refer to Michael M. Roth, attorney at law, and “you” or “your” and similar terms refer to all natural or legal persons or entities identified as clients of Michael M. Roth.

My Responsibilities

I am responsible to provide legal services to you in accordance with these Terms and Conditions and with my express understandings with you concerning the nature and scope of my representation.

Ymy Responsibilities

You are responsible for paying my statements for services and expenses. You also are responsible for keeping me informed with complete and accurate information, documents and other communications relevant to the subject matter of my representation or otherwise requested by me. Because it is important that I be able to contact my clients at all times in order to consult with them regarding my representation, I expect that you will inform me, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you or your business or affairs.

How I Will Work For You

You may contact me should you have any questions or concerns at any time about my representation of you or your interests. You will keep me advised of the name(s) and contact information of the person(s) who are authorized to instruct me as to the performance of my legal services for you.

How I May Communicate With You

Unless you instruct otherwise in writing, I may communicate with you my unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception. By signing and returning this engagement letter, you confirm in writing that you understand these risks and consent to my communicating with you in this manner.

About My Fees

My fees for this engagement are as set out in the cover letter. Hourly rates may change periodically, typically after the end of each calendar year, but a current schedule for anyone working on my engagement is available at any time upon request.

Payment of my fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

Other Charges

In addition to fees that I charge for my legal services, I also charge for ancillary services. Such charges may include long distance telephone charges, photocopying, facsimile transmission, computer research, mileage, travel expenses and other similar charges specifically applicable to the engagement. My charges for such ancillary services are pursuant to a schedule of charges, as the

same is revised from time to time. A copy of current charges is available to you upon request.

Estimates

If requested to provide an estimate of my fees for a given matter, I will endeavor in good faith to provide my best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

Billing Procedures

Unless I agree to an alternative billing arrangement, you will receive a statement on a monthly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of my billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, I will decide whether additional legal work will be performed while the account remains past due, taking into account obligations I have to you under applicable professional conduct rules. While I typically do not charge interest on past due amounts, I reserve the right to charge interest on any amount invoiced that remains unpaid after 30 days at the rate of 1% per month until paid in full, plus all costs of collection (including reasonable attorneys' fees). Any questions or disagreements should be brought to my attention in writing within 60 days of the billing date.

Retainers

As a matter of standard practice for new clients and/or new matters, I typically request a retainer before I begin work, and I may request retainers or additional retainers from time to time with respect to existing clients and existing matters. Unless there is a mutual written agreement to the contrary, I will hold any such retainers in my firm's

agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. I may apply funds held as retainers to any past due account balance of your account. I will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless I determine to apply all or a portion of the retainers sooner, I will apply the retainers to the final invoice for the related engagement.

Document Retention

Unless you indicate otherwise to me in writing, I will assume that all papers and property that you provide to me are duplicates and that you retain all originals, so that I do not need to return them to you. When the representation concludes, I will (if you request) return any papers and property that you have provided to me (or that I have obtained for you and that belong to you) if I have them in my possession. My drafts and work product that I create in relation to my work for you, however, belong to me. I reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by me.

I reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by me. Unless you advise me to the contrary, I will assume that all papers and property that you have provided to me or which are obtained in the engagement are duplicates which I may keep, subject to my records retention policies and procedures,

and that I will look to you to indicate to me which papers or property are not duplicates, and that are to be returned upon withdrawal or termination of the representation.

Response to Audit Inquiries

If you ask that I do so, I will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors. To assist me in responding timely to your auditors, please direct all audit inquiries to me at:

256 Adelia Street
Elmhurst, IL 60126

Termination or Withdrawal

Both you and I have the right to terminate any engagement at any time after providing reasonable advance written notice, and my withdrawal or termination is further subject to applicable rules of professional responsibility. Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed, or (b) if the engagement is open-ended without any specific services being described, when more than six months have elapsed from the last time you requested and I furnished legal

services to you. I am not obligated to provide advice or other legal services concerning this representation to you after my representation of you has terminated. After completion of a matter in which I have represented you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. After the date of termination of my engagement, I will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and I have expressly agreed that I will provide this service.

Certain Limitations

Any opinions or views, formal or informal, that I may express to you or to third parties about the outcome of a legal matter are only my best professional estimates. Those opinions or views are necessarily limited by my knowledge of facts at the time that I express them, and the law and regulations that are then in effect. You understand and agree that I cannot – and will not – promise to you, or guarantee to you, that any particular outcome will result from your legal matters.