

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0497

Contract #: 20250422

Start date: 8/1/2025

End date: 7/31/2026

Amount: Rates Per Proposal

Contingency Amount:

Department: Village Manager's Office

Total Contract Amount:

Contract Type: Professional Services / Legal Agreement

Contractors Name: Luetkehans, Brady, Garner & Armstrong, LLC

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached ☐ Self-Certifying ☐ Did not disclose ☒

Contract Description: Legal Services. (Contract may be extended for successive one-year periods)

**AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE VILLAGE OF ORLAND PARK
AND
LUETKEHANS, BRADY, GARNER & ARMSTRONG**

This Agreement for Legal Services ("Agreement") is entered into by and between the Village of Orland Park, a municipal corporation organized and existing under the laws of Illinois ("Village"), and Luetkehans, Brady, Garner & Armstrong, an Illinois professional corporation ("Law Firm" or "Firm"). Collectively, the Village and the Law Firm are referred to herein as the "Parties."

**ARTICLE I
SCOPE AND ADMINISTRATION OF AGREEMENT**

Scope of Engagement. The Law Firm is hereby engaged to provide those legal services described in Exhibit A ("Scope of Services"), at the direction of the Village Manager or designee, and in strict accordance with this Agreement. The primary attorneys responsible for the Village's matters are Phillip A. Luetkehans, with assistance from other Law Firm attorneys as necessary. Any material revision to the scope of services must be approved in writing by both Parties.

Additional Engagements. The Law Firm may represent the Village in additional matters, subject to mutual written approval and as set forth in this Agreement or the Scope of Services.

Dodd-Frank Act Notice. Pursuant to Section 975 of the Dodd-Frank Act, the Law Firm does not act as a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products. Any advice, recommendation, or opinion expressed by the Law Firm shall not be deemed to constitute financial advice or expertise regarding such matters.

Standard of Care. The Law Firm agrees to perform services in accordance with the standards customarily adhered to by experienced, competent law firms in Illinois, exercising the care and skill ordinarily used by reputable attorneys.

Professional Judgment and Limitations. The Law Firm cannot guarantee the outcome of any matter. Any expression of professional judgment is limited by the Firm's knowledge of facts and interpretation of law at the time, and subject to unknown or undisclosed factors.

Independent Contractor. The Law Firm is an independent contractor providing services in accordance with this Agreement, its Proposal (as applicable), and the Illinois Rules of Professional Conduct.

Additional Firms and Contractors. The Village reserves the right to retain, at its own expense, additional law firms or contractors for any services it deems necessary.

Modification of Scope. The Village may order changes to the scope of services by altering, adding to, or deducting from the services to be performed. Any material revision is subject to the Law Firm's prior written consent and all changes must be in writing.

Restrictions and Regulations. The Law Firm will promptly notify the Village in writing of any regulations or restrictions which may require modification of the quality or performance of services. The Village may accept or reject such modifications or terminate this Agreement at no expense if modifications are not acceptable.

Consent to Electronic Communication. The Parties consent to the use of electronic communications (e.g., email, document transfer, wireless devices) for convenience and efficiency, acknowledging that such methods may pose risks to confidentiality and privilege. The Village agrees that the benefits outweigh the risks.

ARTICLE II CONFIDENTIALITY AND RELATED MATTERS

Attorney-Client Privilege. The Law Firm shall maintain the confidentiality of information relating to its representation of the Village, subject to applicable law and exceptions. The attorney-client relationship is with the Village as an entity, not with individual officials, employees, or other persons. In litigation matters where elected or appointed officials or employees are named parties, privilege extends to them as well.

Village's Duty to Inform. The Village is obligated to inform the Law Firm of unasserted possible claims or potential litigation so that proper disclosures can be made to auditors and so that the Law Firm may provide appropriate representation.

Privileged Communications. The Village shall treat all communications, including invoices and legal advice, as privileged and confidential, even if not specifically marked, subject to exceptions under the Freedom of Information Act or Open Meetings Act.

Outsourcing and Confidentiality. The Law Firm may outsource certain administrative or legal support functions, potentially involving third parties (including those outside the U.S.). The Law Firm will comply with all applicable legal ethics rules regarding outsourcing and the protection of confidential information.

Artificial Intelligence. The Law Firm may utilize AI for work performed for the Village, verifying the accuracy of AI-generated information in accordance with applicable professional conduct rules and its own AI policy.

Sunshine Law Compliance. The Village is subject to the Freedom of Information Act and Open Meetings Act, and information required to be made public under these laws will not be treated as confidential. The Law Firm will treat all other information as confidential to the extent permitted by law.

In-House Privilege. The Law Firm may consult with its own internal or external counsel regarding its rights and obligations to the Village. Such communications are privileged and not subject to disclosure.

ARTICLE III PRESERVATION OF DOCUMENTS

Duty to Preserve. Upon notice of a claim or litigation, the Village must retain all relevant documents and Electronically Stored Information (“ESI”), suspend all disposal procedures, and institute a Litigation Hold to ensure preservation of evidence. The Law Firm will assist the Village in identifying required documents and, if necessary, in drafting appropriate notices to relevant personnel.

ARTICLE IV COMPENSATION, FEES, AND BILLING

Compensation. The Village will compensate the Law Firm according to the hourly rates and fee schedules set forth in Exhibit B (Compensation, Fee Schedule, and Billing Guidelines), and as specified in the Proposal, if applicable. The Law Firm’s rates may be adjusted annually, effective January 1, unless otherwise agreed. The Village must object in writing to any rate increase within 30 days of receiving the written notification of rate increase.

Invoices and Payment. The Law Firm will submit monthly invoices detailing services, time spent, and expenses. The Village agrees to pay undisputed amounts within 60 days of receipt. If the Village disputes a portion of an invoice, it shall pay the undisputed portion and promptly notify the Law Firm in writing of the dispute.

Expenses. The Village shall reimburse the Law Firm for actual, reasonable out-of-pocket expenses incurred on its behalf, including but not limited to filing fees, travel (with prior approval), messenger services, copying, and legal research. The Law Firm will seek approval from the Village before incurring significant third-party expenses.

Non-Contingency. Payment for legal services is not contingent on the outcome of any matter unless specifically agreed to in writing.

Delinquency and Withdrawal. If a non-disputed invoice remains unpaid for more than 120 days, the Law Firm may withdraw from representation, subject to applicable ethics rules. Unpaid fees may accrue interest as provided by the Local Government Prompt Payment Act.

ARTICLE V
TERM, SUSPENSION, AND TERMINATION

Term. This Agreement is effective August 1, 2025, and continues through July 31, 2026. It may be extended for successive one-year periods unless either Party provides at least 30 days' written notice of termination prior to the end of the current term.

Suspension and Termination by Village. The Village may suspend or terminate this Agreement for convenience with 30 days' written notice. Upon termination, the Law Firm will discontinue all affected services, complete any necessary closing tasks, and deliver all work product and documents to the Village. The Village will pay the Law Firm for services satisfactorily performed to the date of suspension or termination.

Termination by Law Firm. The Law Firm may withdraw in accordance with the Illinois Rules of Professional Conduct, including for reasons such as nonpayment, conflict of interest, or failure to cooperate. Written notice will be provided, and the Village remains responsible for payment of all fees and expenses incurred to the date of withdrawal.

Transition to New Counsel. Upon termination, the Law Firm is not required to release files to successor counsel until all outstanding fees and expenses are paid.

ARTICLE VI
INSURANCE

Insurance. The Law Firm shall maintain, at its own expense and throughout the term of this Agreement, insurance coverage as specified in Exhibit C (Certificates of Insurance), including but not limited to commercial general liability, automobile liability, workers' compensation, and professional liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate (or as otherwise required by the Village). Certificates of insurance shall be provided to the Village prior to commencement of services and upon renewal.

ARTICLE VII
OTHER TERMS AND CONDITIONS

Conflicts of Interest. The Law Firm shall not represent another client with interests directly adverse to the Village without full disclosure and written consent of both clients, and subject to the applicable ethics rules.

Joint Projects. The Law Firm may, with advance authorization, perform work for one client that benefits multiple local government clients, dividing costs as a flat fee among participating clients.

Subcontractors. All agreements with subcontractors must require insurance at the same levels as this Agreement, timely payment, and must not involve the Village in disputes between the Law Firm and subcontractors.

Records Retention and Access. The Law Firm shall retain and maintain accessible records and documents related to this Agreement for at least five (5) years after final payment, making them available for inspection by the Village upon request.

Notices. All notices under this Agreement shall be in writing and delivered by email, personal delivery, or nationally recognized overnight courier to the addresses listed below:

If to the Village:

George Koczwara, Village Manager
Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462
gkoczwara@orlandpark.org

If to the Law Firm:

Phillip A. Luetkehans
Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Dr., Ste. 305
West Chicago, IL 60185
pal@lbgallaw.com

Jurisdiction. Any dispute arising under this Agreement shall be resolved in the Circuit Court of Cook County, Illinois.

Complete Agreement. This Agreement, including all Exhibits and any Proposal Letter referenced herein, constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings. No modification shall be effective unless expressly agreed in writing by both Parties.

Execution and Acceptance. The Village's execution of this Agreement constitutes acceptance of its terms and conditions. If any provision is unacceptable to the Village, the Parties shall promptly resolve such issues to ensure a clear and consistent understanding.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

LUETKEHANS, BRADY, GARNER &
ARMSTRONG, LLC

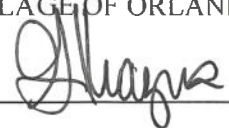
By: 

Printed Name: Phillip A. Luethkehans

Its: Manager

Dated: Oct. 1, 2025

VILLAGE OF ORLAND PARK

By: 

Printed Name: George Koczwara

Its: Village Manager

Dated: 10/2, 2025

EXHIBIT A: Scope of Services

A. As- Needed Legal Services:

The Village has the right to determine the services to be performed by the Firm under this Agreement. These services may include the following:

1. Provides legal advice, counsel, services and consultation on a wide variety of civil assignments, including but not limited to: general civil law, general state and federal laws relating to grant and contract issues, public disclosure issues, laws against discrimination, property/real estate law, contract law, purchasing and procurement, statutory law related to service delivery and intergovernmental agreements, and law that may affect Village governance. Counsel's advice includes methods to avoid civil litigation.
2. Answers requests for legal opinions, in writing and verbally. Prepares written legal opinions. Availability to answer questions by telephone or email.
3. Appears before courts and administrative agencies to represent the Village's interests.
4. Works cooperatively with any other legal counsel retained by the Village for special projects. Coordinates with other counsel, as needed, to ensure proper management of legal issues, and proper coordination and transition of legal information among counsel.
5. Furnish legal advice and assistance on employment and labor-related matters.
6. Give opinions and rulings on questions of law.
7. Review and redrafts of various policies for legal correctness and acceptability. This would include by way of example but not limited to, Personnel Policies, Village Code, etc.
8. Negotiate and execute agreements, compromises or settlement of litigation in which the Village is involved, subject to prior approval or ratification by the Village.
9. Attend meetings or executive sessions of the Village Board and/or other meetings as requested.
10. Performs other legal services and tasks, as requested.

EXHIBIT B: Compensation, Fee Schedule, and Billing Guidelines

A. Rate:

The Village agrees to pay Law Firm for authorized Services performed at the direction of the Village under this Agreement as follows:

\$295 per hour as a blended rate.

B. BILLING: ALL BILLING IS SUBJECT TO THE FOLLOWING GUIDELINES:

Billing Format

Each invoice must list the billing and expenses separately for each person represented.

Each billing invoice (Invoice) must include the total amount of services rendered during the billing period, the fee for these services and the amount of reimbursable expenses. The Invoice must: (1) describe each item of work performed, (2) identify the person who performed the work, and (3) itemize all reimbursable expenses. For each travel or meal expense, the Invoice Support Statement must identify the persons involved and the date and location where the expense was incurred. Receipts for all meals and travel expenses must be attached. The Invoice must be marked "Confidential -- Attorney-Client and/or Work Product Privilege."

The Invoice may be subject to disclosure under the Illinois Freedom of Information Act.

The billing entries on the Invoice must be complete, discrete, and appropriate.

Invoice:

Complete

- The Invoice should identify each person involved in all billing entries.
- Each billing entry must identify the:
 - person or persons involved (e.g., telephone calls must include the names or position of all participants);
 - date the work was performed;
 - specific task performed, and
 - the work product (e.g., "telephone call re: trial brief," "interview in preparation for deposition").
- The Invoice must include a breakdown of all expenses by category, along with a receipt for each expense.

Discrete

- Narrative and block billing are unacceptable; each task must be a discrete billing entry.

Appropriate

- The Village does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the Village will not pay for secretarial time, word processing time, air conditioning, rental of equipment (including computers), meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes.
- Absent prior written approval, the Village will not pay for delivery fees, outside photocopying/scanning, videotaping of depositions, investigative services, computer litigation support services, or overnight mail.
- Due to the nature of the Village's payment process, the Village will make payment in accordance with the Local Government Prompt Payment Act. Every effort will be made to pay bills promptly.

Staffing

Every legal matter must have a primary responsible attorney assigned. The specific staffing on a particular matter is ultimately a Village decision, and the Village Manager or designee may review staffing to ensure that it will achieve the goals of the engagement at the least cost.

Once an attorney is given primary responsibility for an engagement, that attorney should continue on the legal matter until it is concluded, or the attorney leaves the firm. The Village will not pay the costs of bringing a new attorney up to speed.

Written Memoranda

If legal research results in a written memorandum, whether formal or informal, Law Firm must forward a digital copy to the Village Manager or designee.

Internal Conferencing

From particular matters, there may be internal conferencing by the Law Firm. The Law Firm will not bill for the attendance of two attorneys at regular meetings but there may be occasions when two attorneys attend meetings, court matters, or the like.

Hourly Rates

The Village will approve only reasonable rates for payment. Law Firm will perform services on a straight hourly basis, billed in one-tenth (.10) hour increments. Law Firm may not increase hourly rates without the Village's prior written approval.

Affiliated Agency Arrangements

Law Firm has affiliated or agency arrangements with certain title insurance companies related to real estate sale transactions. Law Firm receive a fee from these title insurance companies in accordance with -its affiliated or agency arrangements. The Village is not required to use any title company recommended by Law Firm for any transaction.

Out-of-Pocket Expenses

Unless expressly excluded, the Village will reimburse out-of-pocket expenses Law Firm charges as a standard practice to its clients according to these procedures. In any billing for expenses, Law Firm must provide a statement breaking down the amounts by category of expense.

The following items will not be reimbursed without the Village's prior written consent:

- Clerical, or secretarial charges, whether expressed as a dollar amount or time charge.
- Charges for storing open or closed files, rent, electricity, air conditioning, local telephone, postage, receipt or transmission of local facsimile documents, equipment rental (including computers), meals served at meetings, or any other items traditionally associated with overhead.
- Litigation support or any other service in excess of the amount Law Firm actually expends for the service. The Village will not pay for any incremental amount, whether it is intended to recover the cost of equipment and hardware or not.
- Photocopy and scanning charges more than \$.23 per page.
- Overtime compensation. If a matter requires overtime, the Village will consider reimbursement on a case-by-case basis. The Village will not reimburse overtime incurred for Law Firm's convenience where the deadline was known in advance.
- Charges for equipment, books, periodicals, research materials, online research,
- Charges for Westlaw/Lexis or like items will be paid at the Law Firm's cost.
- Airfare more than economy or coach class fares.
- Combined expenses for lodging, meals, and ground transportation that exceeds \$250 per day.

Records

The individual expense records customarily maintained by Law Firm for billing evaluation and review purposes must be made available to the Village to support Law Firm's billings.

Invoices

Law Firm will send the Village an Invoice and Invoice Support Statement for each one-month period of services, and the Village will pay Law Firm on this basis.

Law Firm will submit all monthly Invoices to the Village Manager or designee, as designated in this Agreement, each month for services rendered the previous month. Invoices must include a distinct identification number. If the Village questions any item on an Invoice, Law Firm must

provide all supporting information to substantiate the billing and must make any appropriate adjustments.

Undisputed amounts are subject to the Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq., and interest shall accrue as set forth in Section 4 of the Act back to the original date due. 50 ILCS 505/4.

Payment of Law Firms fees and costs is not contingent on the ultimate outcome of Law Firm's representation, unless Law Firm has expressly agreed in writing to a contingent fee arrangement.

EXHIBIT C: Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CONNOR & GALLAGHER INS SVC/PHS 83511089 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (866) 467-8730 (A/C, No, Ext):	FAX (A/C, No):
INSURED Luetkehans, Brady, Garner & Armstrong, LLC 2700 INTERNATIONAL DR STE 305 WEST CHICAGO IL 60185-1658	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B : Nutmeg Insurance Company	39608
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			83 SBA AU6VWL	11/29/2024	11/29/2025	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC							
	OTHER:							
A	AUTOMOBILE LIABILITY			83 SBA AU6VWL	11/29/2024	11/29/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	☐	☐						
A	☒ UMBRELLA LIAB EXCESS LIAB	☒ OCCUR CLAIMS-MADE		83 SBA AU6VWL	11/29/2024	11/29/2025	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
	☐ DED	☐ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83 WEC AU6VVT	11/29/2024	11/29/2025	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Data Breach - Defense & Liab Covg			83 SBA AU6VWL	11/29/2024	11/29/2025	Limit	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
2700 INTERNATIONAL DR STE 305
WEST CHICAGO IL 60185-1658

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Effective: Aug 1, 2025
Policy #: 119744-12-2508
Luetkehans, Brady, Garner & Armstrong, LLC

ISBA Mutual Insurance Company

(An Illinois Mutual Insurance Company)

Lawyers' Professional Liability Policy Declarations

- | | |
|--------------------------|---|
| 1. Policy Number: | 119744-12-2508 |
| 2. Named Insured: | Luetkehans, Brady, Garner & Armstrong, LLC |
| 3. Principal Address: | 2700 International Drive
Suite 305
West Chicago, IL 60185 |
| 4. Prior Acts Date: | 08/01/1987 |
| 5. Policy Period: | From 08/01/2025 To 08/01/2026
At 12:01AM CST at address in item 3 of Insured named in Item 2 |
| 6. Annual Premium: | \$14,940 |
| 7. Limit of Liability: | Per Claim \$5,000,000 Aggregate \$5,000,000 |
| 8. Deductible: Per Claim | \$15,000 |
| 9. Date of Application: | 7/31/2025 |

Attached Forms and Endorsements:

ISBAMIC LPL Policy 01 2023	Policy
ISBAMIC 102 01 2018	Individual Prior Acts Date Endorsement
ISBAMIC 200 01 2018	Past Acts Coverage Buyback Endorsement
ISBAMIC 200 01 2018	Past Acts Coverage Buyback Endorsement

This schedule including all endorsements listed herein, is incorporated in and made part of the policy to which it applies.

ISBA Mutual Insurance Company

By:

Its Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2025

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			83 SBA AU6VWL	11/29/2024	11/29/2025	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$1,000,000	
	☒ General Liability		MED EXP (Any one person)				\$10,000	
			PERSONAL & ADV INJURY				\$1,000,000	
			GENERAL AGGREGATE				\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC							
	OTHER:							
A	AUTOMOBILE LIABILITY			83 SBA AU6VWL	11/29/2024	11/29/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☐ ANY AUTO		BODILY INJURY (Per person)					
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident)					
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)					
A	☒ UMBRELLA LIAB	☒ OCCUR	83 SBA AU6VWL	11/29/2024	11/29/2025	EACH OCCURRENCE	\$1,000,000	
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE	\$1,000,000	
	☐ RETENTION \$ 10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	83 WEC AU6VVT	11/29/2024	11/29/2025	☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N					E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Data Breach - Defense & Liab Covg			83 SBA AU6VWL	11/29/2024	11/29/2025	Limit	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDERFor Informational Purposes
2700 INTERNATIONAL DR STE 305
WEST CHICAGO IL 60185-1658**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 26, 2025

For Informational Purposes
2700 INTERNATIONAL DR STE 305
WEST CHICAGO IL 60185-1658

Account Information:

Policy Holder Details :	Luetkehans, Brady, Garner & Armstrong, LLC
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Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



Effective: Aug 1, 2025
Policy #: 119744-12-2508
Luetkehans, Brady, Garner & Armstrong, LLC

ISBA Mutual Insurance Company

(An Illinois Mutual Insurance Company)

Lawyers' Professional Liability Policy Declarations

- | | |
|--------------------------|---|
| 1. Policy Number: | 119744-12-2508 |
| 2. Named Insured: | Luetkehans, Brady, Garner & Armstrong, LLC |
| 3. Principal Address: | 2700 International Drive
Suite 305
West Chicago, IL 60185 |
| 4. Prior Acts Date: | 08/01/1987 |
| 5. Policy Period: | From 08/01/2025 To 08/01/2026
At 12:01AM CST at address in item 3 of Insured named in Item 2 |
| 6. Annual Premium: | \$14,940 |
| 7. Limit of Liability: | Per Claim \$5,000,000 Aggregate \$5,000,000 |
| 8. Deductible: Per Claim | \$15,000 |
| 9. Date of Application: | 7/31/2025 |

Attached Forms and Endorsements:

ISBAMIC LPL Policy 01 2023	Policy
ISBAMIC 102 01 2018	Individual Prior Acts Date Endorsement
ISBAMIC 200 01 2018	Past Acts Coverage Buyback Endorsement
ISBAMIC 200 01 2018	Past Acts Coverage Buyback Endorsement

This schedule including all endorsements listed herein, is incorporated in and made part of the policy to which it applies.

ISBA Mutual Insurance Company

By:

Its Authorized Representative

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned Phillip A. Luetkehans, as Manager
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Luetkehans, Brady, Garner & Armstrong, LLC certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes ☒ No ☐

Federal Employer I.D.#: 46-1108415
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is *(check one)*:

☐ Sole Proprietor
☐ Independent Contractor *(Individual)*
☐ Partnership
☒ LLC
☐ Corporation Illinois 10/01/2012
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned ☐ Small Business ☐ (SBA standards)
Women-Owned ☐ Prefer not to disclose ☐
Veteran-Owned ☐ Not Applicable ☒
Disabled-Owned ☐

How are you certifying? Certificates Attached ☐ Self-Certifying ☐

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned ☐ Small Business ☐ (SBA standards)
Women-Owned ☐ Prefer not to disclose ☐
Veteran-Owned ☐ Not Applicable ☒
Disabled-Owned ☐

PROPOSAL SUMMARY SHEET
RFQ #25-034
Village of Orland Park Legal Services

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Luetkehans, Brady, Garner & Armstrong, LLC

Street Address: 2700 International Dr., Ste. 305

City, State, Zip: West Chicago, IL 60185

Contact Name: Phillip A. Luetkehans

Phone: 630-760-4601 Fax: 630-773-1006

E-Mail address: pal@lbgalaw.com

Signature of Authorized Signee: 

Title: Manager

Date: 5/27/2025

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

3) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes ☒ No ☐

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) **SEXUAL HARASSMENT POLICY:** Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes ☒ No ☐

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for

compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) TAX CERTIFICATION: Yes ☒ No ☐

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Phillip A. Luetkehans

Name of Authorized Officer

Manager

Title

5/27/2025

Date

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Luetkehaus, Brady, Garner & Armstrong, LLC
(Enter Name of Business Organization)

1. ORGANIZATION DuPage Water Commission
ADDRESS 600 East Butterfield Rd. Elmhurst, IL 60126
PHONE NUMBER 630-973-8307
CONTACT PERSON James Zay
YEAR OF PROJECT 2016-present
2. ORGANIZATION DuPage Airport Authority
ADDRESS 2700 International Dr. West Chicago, IL 60185
PHONE NUMBER 630-464-6211
CONTACT PERSON Mark Doles
YEAR OF PROJECT 2001-present
3. ORGANIZATION Wheaton Park District
ADDRESS 600 S. Main St. Wheaton , IL 60187
PHONE NUMBER 630-510-4945
CONTACT PERSON Mike Benard
YEAR OF PROJECT 2010-present



Effective: Aug 1, 2024
Policy #: 119744-11-2408
Luetkehans, Brady, Garner & Armstrong, LLC

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed below. The Insurer accepts no responsibility for any additions or changes made hereon that are not on record with the Insurer.

Name and Address of Insured:

Luetkehans, Brady, Garner & Armstrong, LLC
2700 International Drive
Suite 305
West Chicago, IL 60185

This is to certify that the policy of insurance listed below has been issued to the Insured named above and is in force at this time.

Type of Insurance:	Lawyers' Professional Liability Insurance
Policy Number:	119744-11-2408
Policy Period:	From 08/01/2024 To 08/01/2025
Limits of Liability:	\$5,000,000 Per Claim / \$5,000,000 Annual Aggregate
Deductible:	\$15,000



ORLAND PARK



Contractual Risk Transfer Evaluation Summary

Date 9/26/25

Vendor/Contractor Name: Leutkehans, Brady, Garner & Armstrong, LLC

Contract/Project Name/ #: Village of Orland Park Legal Services

Contract Type: ☐ Contractor ☒ Prof. Svcs ☐ Goods Only ☐ MSA

MSA Title

Type of Work:

Legal Services

Contract/Project

Summary:

Village of Orland Park Legal Services

Policy Expiration Date:

8/1/26

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other:	☒ Yes	☐ No	☐ NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$1M/\$1M	☒ Yes	☐ No	☐ NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	☒ Yes	☐ No	☐ NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	☒ Yes	☐ No	☐ NA
Prof. Liability:	\$1 million	\$2 million	Other: Legal(\$5m/\$5m)	☒ Yes	☐ No	☐ NA
Env. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Exc./Umb. Prof.				☐ Yes	☐ No	☒ NA
Excess/Umb GL				☐ Yes	☐ No	☒ NA
Cyber Liability:	\$500,000	\$1 million	Other:	☐ Yes	☐ No	☒ NA
Builders Risk:	Completed Project Value		Other:	☐ Yes	☐ No	☒ NA
Other:	Data Breach - Liability & Defense		Other: \$250K	☒ Yes	☐ No	☐ NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	☐ Yes	☐ No	☒ NA
ISO Additional Insured – Completed Operations (CG 20 37)	☐ Yes	☐ No	☒ NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form:	☐ Yes	☐ No	☒ NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:	☐ Yes	☐ No	☒ NA
Waiver of Subrogation - General Liability	☐ Yes	☐ No	☒ NA
Waiver of Subrogation – Workers' Compensation	☐ Yes	☐ No	☒ NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: ☒ Yes ☐ No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable ☒ Not Acceptable ☐

MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

October 23, 2025

Phillip A. Luetkehans
Luetkehans, Brady, Graner & Armstrong, LLC
2700 Internation Dr., Ste. 305
West Chicago, IL 60185

NOTICE TO PROCEED – LEGAL SERVICES

Dear Phillip:

This notification is to inform you that the Village of Orland Park has received the electronic contract, certifications, and insurance documents in order for work to commence on the above stated project.

The Village has processed Contract Number #20250422 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accounts payable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Number.

Sincerely,

Brandi Watson

Brandi Watson
Purchasing/Contract Administrator

