



## Village of Oak Brook

1200 Oak Brook Road  
Oak Brook, IL 60523-2255

Website  
[www.oak-brook.org](http://www.oak-brook.org)

**Administration**  
630.368.5000  
FAX 630.368.5045

**Community  
Development**  
630.368.5101  
FAX 630.368.5128

**Engineering  
Department**  
630.368.5130  
FAX 630.368.5128

**Fire Department**  
630.368.5200  
FAX 630.368.5251

**Police Department**  
630.368.8700  
FAX 630.368.8739

**Public Works  
Department**  
630.368.5270  
FAX 630.368.5295

### Oak Brook Public Library

600 Oak Brook Road  
Oak Brook, IL 60523-2200  
630.368.7700  
FAX 630.368.7704

### Oak Brook Sports Core

**Bath & Tennis Club**  
700 Oak Brook Road  
Oak Brook, IL 60523-4600  
630.368.6420  
FAX 630.368.6439

**Golf Club**  
2606 York Road  
Oak Brook, IL 60523-4602  
630.368.6400  
FAX 630.368.6419

VILLAGE OF OAK BROOK  
1200 OAK BROOK ROAD  
OAK BROOK, IL 60523

## NOTICE OF SPECIAL MEETING OF THE BOARD OF TRUSTEES

Date of Meeting: Monday, December 5, 2016      Time of Meeting: 5:00 p.m.

Upper Level Conference Room  
of the Butler Government Center  
1200 Oak Brook Road

### AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. ADJOURN TO CLOSED MEETING FOR THE PURPOSE OF DISCUSSING LITIGATION PURSUANT TO SECTION 2c(11) OF THE ILLINOIS OPEN MEETINGS ACT
4. RECONVENE
5. ACTIVE BUSINESS
  - A. LEGISLATIVE ENGAGEMENT LETTER
  - B. LEGAL SERVICES ENGAGEMENT LETTER
6. ADJOURNMENT

### VILLAGE OF OAK BROOK

In accord with the provisions of the American with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at this public meeting should contact the Butler Government Center (Village Hall), at 630-368-5010 as soon as possible before the meeting date or for TDD response (630) 990-2131 as soon as possible before the meeting date.



# VILLAGE OF OAK BROOK

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## AGENDA ITEM

Special Meeting of the Board of Trustees  
of  
December 5, 2016

**SUBJECT:** Legislative Services Engagement Letter

**FROM:** Riccardo F. Ginex, Village Manager

**BUDGET SOURCE/BUDGET IMPACT:** N/A

**RECOMMENDED MOTION:** A Motion to Approve a Engagement Letter Between John Fogarty, Jr. and the Village of Oak Brook, Illinois for Legislative Services.

**Background/History:**

The Village of Board has discussed the concept of hiring someone to provide legislative services to the Village. The attached Engagement Letter would satisfy this type of representation.

**Recommendation:**

The Board approves the Engagement Letter as presented.

LAW OFFICE OF JOHN FOGARTY, JR.  
4043 North Ravenswood, Suite #226  
Chicago, IL 60613  
(773) 549-2647 (phone)  
(773) 681-7147 (fax)  
www.fogartylawoffice.com

December 2, 2016

By e-mail to [kkrafthefer@ancelglink.com](mailto:kkrafthefer@ancelglink.com)

Riccardo Ginex  
Village Manager  
1200 Oak Brook Road  
Oak Brook, IL 60523

**Re: Engagement Letter for Illinois Lobbying Services**

Dear Mr. Ginex:

Through the Law Office of John Fogarty, Jr., I am pleased to present this Engagement Letter to provide Illinois government relations services to the Village of Oak Brook (“the Village”). I offer these services as a lawyer serving a client – and recognize the obligations of professional loyalty, competency, and confidentiality I have in providing these services. Upon your execution, this Engagement Letter shall become our agreement, and constitute an enforceable contract between us.

It is important from the outset of our relationship that we have a clear understanding as to the identity of the client. My only client in this matter is the Village. My representation of the Village in this matter does not extend to any affiliate, member, officer, director or other persons or entities who are not specifically identified in this Engagement Letter.

**A. SCOPE OF SERVICES**

Upon your execution of this Engagement Letter, I will commence providing relevant lobbying and policy services to the Village to help resolve its red light camera issue with the Village of Oak Brook Terrace (“the Dispute”). Throughout the course of this engagement, I will do the following:

- I will lobby the Rauner Administration to promote the interests of the Village in satisfactorily resolving the Dispute.
- Under your direction and as appropriate, I will maintain a regular series of communications with principal and subsidiary government stakeholders having either legislative or

executive jurisdiction over the Dispute. In this regard, I will be an ongoing “troubleshooting” resource, and will take appropriate steps to promote the Village’s interests with respect to the Dispute.

- While complying with all applicable legal and ethical regulations, I will communicate with and introduce Village to relevant executive and legislative personnel desiring to be educated about the Dispute. In doing so, I will comply with any communications restrictions applicable to the process.
- Upon being retained by the Village to provide services, I will register as one of its contract lobbyists with the Illinois Secretary of State.

## **B. PERSONNEL**

I will be the sole service provider to the Village under this particular Agreement. I have included a resume that provides highlights of my professional background.

## **C. TERMS OF ENGAGEMENT**

1. This engagement shall be month-to-month, beginning on the date signed by the Village. The rate of pay shall be \$5,000 per month. The parties agree that this Agreement may be terminated upon two weeks notice, and that said rate of pay shall be pro-rated for any partial month of services rendered. Consistent herewith, my office will send invoices to the Village, with payment due within 10 business days after receipt. All checks shall be made payable to the Law Office of John Fogarty, Jr..
2. Expenses incurred specifically in connection with this representation, including messenger delivery or overnight mail charges, copying charges, non-routine travel and lodging costs, and pre-approved entertainment expenses, shall be reimbursable by the Village and included on the appropriate invoice. No such expenses are currently contemplated for this engagement, and no expense shall be undertaken without prior authorization from the Village.
3. I will regularly report to you or to your designee, throughout the course of this representation. Such reporting shall be by telephone calls or emails, as appropriate.
4. Throughout the entirety of my work for the Village, I shall comply with the Illinois Lobbyist Registration Act and its implementing regulations.
5. This Engagement Letter shall be construed and enforced in accordance with the laws of the State of Illinois. In the event that collection efforts may be necessary for myself to obtain payments due pursuant to this agreement, provided that I shall have been materially successful in such collection efforts, I shall be entitled to recover reasonable attorneys fees and costs in such collection efforts. The parties hereby consent to jurisdiction in the Circuit

Court of Cook County, Illinois, in any and all actions that may be initiated to enforce the terms of this agreement.

**D. CONFLICT OF INTEREST AND ADVANCE CONSENT**

Under the Rules of Professional Conduct that apply to Illinois attorneys, I am precluded from representing a client if the representation of that client involves a concurrent conflict of interest; that is, where representation of one client will be directly adverse to another client, or where there is a significant risk that representation of one or more clients will be materially limited by my responsibilities to another client, a former client or third person, or by my personal interest. Despite that standard preclusion, I may nonetheless represent a client where there is a concurrent conflict of interest if: (i) I reasonably believe I will be able to provide competent and diligent representation to each affected client; (ii) the representation is not prohibited by law; (iii) the representation does not involve the assertion of a claim by one client against another client represented by me in the same litigation or other proceeding before a tribunal; and (iv) each client gives informed consent, confirmed in writing.

I have performed an analysis of my current clients, and am unaware of any such client known to be adverse to the Village.

**E. CONCLUSION**

If you have any questions regarding any of these terms, please do not hesitate to call me. Otherwise, if this agreement meets with your approval, please sign a copy of this letter and return it to me. I look forward to assisting you and sincerely appreciate the opportunity to be of service to you.

Very truly yours,

/s/ **John Fogarty, Jr.** /s/

John G. Fogarty, Jr.

I APPROVE AND AGREE TO THE ABOVE TERMS.

Village of Oak Brook

By: \_\_\_\_\_, \_\_\_\_\_  
(Name of signatory) (Title)



**VILLAGE OF OAK BROOK**

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## AGENDA ITEM

Special Meeting of the Board of Trustees  
of  
December 5, 2016

**SUBJECT:** Legal Services Engagement Letter

**FROM:** Riccardo F. Ginex, Village Manager

**BUDGET SOURCE/BUDGET IMPACT:** N/A

**RECOMMENDED MOTION:** A Motion to Approve a Engagement Letter Between John Fogarty, Jr. and the Village of Oak Brook, Illinois for Legal Services.

**Background/History:**

The Village of Board has discussed the concept of hiring someone to provide additional legal services to the Village. The attached Engagement Letter would satisfy this type of representation.

**Recommendation:**

The Board approves the Engagement Letter as presented.

LAW OFFICE OF JOHN FOGARTY, JR.  
4043 North Ravenswood, Suite #226  
Chicago, IL 60613  
(773) 549-2647 (phone)  
(773) 681-7147 (fax)  
www.fogartylawoffice.com

December 2, 2016

By e-mail to [kkrafthefer@ancelglink.com](mailto:kkrafthefer@ancelglink.com)

Riccardo Ginex  
Village Manager  
1200 Oak Brook Road  
Oak Brook, IL 60523

**Re: Engagement Letter for Legal Services for the Village of Oak Brook**

Dear Mr. Ginex:

Thank you for the opportunity to provide legal services to the Village of Oak Brook (“the Village”). I propose the following provisions governing my firm’s engagement:

1. Client: Scope of Representation. The scope of this engagement shall entail providing the Village a legal opinion as to the merits of its dispute with the Village of Oak Brook Terrace with respect red light cameras at a certain intersection, and options as to the resolution of that dispute through the courts.

2. Fees. The amount charged for legal services will be computed on the basis of the time expended, calculated on an hourly basis. My present billing rate is \$300 per hour. It is my policy to assign work to staff who are well able to accomplish the assigned task at lower hourly charges whenever possible. I believe that this policy produces quality legal services at the lowest hourly rates possible.

3. Billing. My bills will *not* include charges for faxes, in-house photocopying, long distance telephone calls, meals, electronic research, local travel, postage, staff overtime, or docket maintenance. You will be billed at my cost for disbursements that are unique to its matters such as out-of-town travel (transportation, lodging and meals at non-luxury rates), filing fees, search charges, deposition and transcript costs, witness fees, charges made by outside experts and consultants, including accountants, appraisers, and other legal counsel (unless arrangements for direct billing have been made). It is my policy that clients advance to me or pay directly any disbursements in excess of \$500.

4. Retainer. To proceed with my representation under these circumstances, I will waive my typical initial retainer requirement and will simply bill the Village on a monthly basis. I expect my bills will be paid within thirty days after receipt. Any billed amount that remains unpaid after 90 days will accrue interest at a rate of 7.5% per annum.

5. Term of Engagement. You or I may terminate the engagement at any time for any reason by written notice, subject on my part to applicable rules of professional responsibility. In the event that I terminate the engagement, I will take such steps as are reasonably practicable to protect your interests in any matter that I am handling for you at that time.

Following such termination, any otherwise nonpublic information you have supplied to Law Office of John Fogarty, Jr. that is retained by me will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, you desire to have any documents delivered to you please advise me. Otherwise, all such documents will be transferred to the person responsible for administering my records retention program. For various reasons, including the minimization of unnecessary storage expenses, I reserve the right to destroy or otherwise dispose of any such documents retained by me.

If you have any questions regarding any of these terms, please do not hesitate to call me. Otherwise, if this agreement meets with your approval, please sign a copy of this letter and return it to me. I look forward to assisting you and sincerely appreciate the opportunity to be of service to you.

Very truly yours,

*/s/ John Fogarty, Jr. /s/*

John G. Fogarty, Jr.

JGF:mm

I APPROVE AND AGREE TO THE ABOVE TERMS.

Village of Oak Brook

By: \_\_\_\_\_, \_\_\_\_\_  
(Name of signatory) (Title)