



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Website: <http://www.villageofmaplepark.org>

**BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING AGENDA
TUESDAY, NOVEMBER 15, 2022
MAPLE PARK CIVIC CENTER
302 WILLOW STREET, MAPLE PARK
7:00 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL/QUORUM ESTABLISHED**
- 4. PUBLIC COMMENTS** – *Any resident wishing to address the Board may do so according to the guidelines set forth in the “Rules for Public Comments at Public Meetings” handout. Please complete a speaker request form and submit it to the Village Clerk. You may also send an e-mail to villageclerk@villageofmaplepark.com in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting. Time Limit: 5 minutes per speaker.*
- 5. UPDATE OF RECEIVED QUOTES FOR THE COUNTY LINE SIDEWALK PROJECT**
- 6. UPDATE ON DETENTION POND PROPERTY BEHIND TOWNHOMES ON W. DEKALB DRIVE**
- 7. UPDATE ON THE PROPERTY LOCATED AT 18663 COUNTY LINE ROAD**
- 8. DISCUSSION OF A PROPOSED RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO RENEW AND APPROVE AN AGREEMENT WITH FOSTER, BUICK, CONKLIN & LUNDGREN, LLC FOR VILLAGE LEGAL SERVICES**

This discussion will be about the proposed legal services agreement.

- 9. DISCUSSION OF AN OFFER OF TRANSFERRING A PORTION OF PARCEL NUMBER 07-31-129-011 TO THE VILLAGE OF MAPLE PARK**

This discussion will be regarding a portion of the property located at 301 Pleasant Street.

- 10. UPATE ON NIMS TRAINING FOR ELECTED OFFICIALS**

Chief Krull will explain what NIMS training is for Elected Officials.

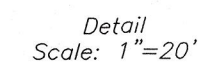
11. EXECUTIVE SESSION 5 ILCS 120/2 (c) 1

The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

12. ADJOURNMENT

ALL THAT PORTION OF THE AREA DESIGNATED AS PARK "A" IN HERITAGE HILL ESTATES- PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 06-11300 IN BOOK Z OF PLATS AT PAGE 190 IN THE OFFICE OF THE DEKALB COUNTY RECORDER, LYING NORTHERLY OF DEKALB DRIVE, BEING A PART OF THE EAST HALF OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF MAPLE PARK, DEKALB COUNTY, ILLINOIS.

PIN: 09-36-227-005



SCALE 1"=60'

STATE OF ILLINOIS)
COUNTY OF DEKALB)SS

FIELD WORK COMPLETED OCTOBER 21ST, 2022, WITNESS MY HAND AND SEAL AT DEKALB, ILLINOIS THIS 27TH DAY OF OCTOBER, 2022.

LESIE AARON DOOGS
035-003833
PROFESSIONAL
LAND SURVEYOR
STATE OF
ILLINOIS
DEKALB ILLINOIS

JADE Hanna Surveyors
155 N 3rd Street
Dekalb, IL 60115
(815) 756-2189
Info@Hannasurveyors.com
License No. 184006622

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, made this ____ day of November, 2022 between the **VILLAGE OF MAPLE PARK**, 302 Willow Street, P.O. Box 220, Maple Park, Illinois, 60151, (hereinafter referred to as the “VILLAGE”) and **FOSTER, BUICK CONKLIN, LUNDGREN & GOTTSCHALK, LLC**, 2040 Aberdeen Court, Sycamore, Illinois, 60178, (herein after referred to as “FOSTER & BUICK” or “the law firm”).

1. The VILLAGE hereby employs FOSTER & BUICK as legal counsel for the VILLAGE, and FOSTER & BUICK hereby accepts employment in said capacity upon the terms and conditions hereinafter set forth.
2. FOSTER & BUICK shall be designated as the Village Attorney and shall be responsible for the oversight and conduct of the Village’s legal affairs. KEVIN E. BUICK will be the attorney primarily responsible for the Village’s legal affairs; however, other attorneys in the firm will, on occasion, work on the Village’s matters. The law firm shall serve as the advisor to the Village President, Village Board of Trustees (“Village Board”), and the various Boards and Commissions of the Village, as requested. The law firm shall be responsible for attending regularly scheduled board meetings, special Board meetings, and Planning Commission or Zoning Board of Appeals meetings upon request. The duties of the law firm shall include: drafting and reviewing various legal documents, including preparation of resolutions, ordinance, and regulations as directed by the Village President and the Village Board; preparation of routine reports to the Village regarding the status of Village matters; legal research and review of correspondence generated or received by the Village; representation of the Village in litigation matters, including lawsuits brought against or initiated by the Village; representation of the Village in connection with labor matters, and such other matters as may be assigned by the Village President and the Village Board. The law firm shall also be responsible for the coordination of all Village legal services, including the hiring and supervision of outside counsel and legal support personnel, when necessary. It is understood that “necessary” includes the situations where the law firm may have a conflict of interest. Outside counsel will be responsible for such duties as the Village President and the law firm may delegate to them with respect to those matters assigned.
3. The term of this Agreement shall begin on **December 1, 2022**, and shall expire on **December 1, 2024**. This Agreement may be terminated by either party upon 30 days notice to the other.
4. For services rendered by FOSTER & BUICK as identified above the VILLAGE shall pay an hourly rate of \$195.00 per hour. Attendance at scheduled monthly Village Board meetings shall be billed at a maximum time of one (1) hour per meeting, irrespective of the length of the meeting, unless otherwise agreed between the parties. Invoices will be prepared and sent to the VILLAGE on a monthly basis and will be due and payable within 30 days.
5. Should the VILLAGE engage FOSTER & BUICK for the purpose of performing legal work for which it expects to be reimbursed by outside parties or entities, the law firm shall be entitled to bill at its prevailing standard hourly rates instead of the hourly rate fixed in Paragraph 4 of this Agreement. It is mutually agreed and understood that these non-discounted hourly rates currently range from \$295 - \$375 per hour, depending

upon the attorney. Any legal assistant/paralegal time, if applicable, will be billed at \$140-\$170.00 per hour.

6. The VILLAGE shall reimburse FOSTER & BUICK for court costs, service of process fees, or other expenses advanced by the law firm on behalf of the VILLAGE, and this reimbursement shall be included on the monthly statements.
7. All records, files, documents, etc., which FOSTER & BUICK may possess in performing their duties as described above, shall be property of the VILLAGE. At the expiration of the tenure of FOSTER & BUICK as the Village Attorney, all such records, files, documents, etc., shall be returned to the VILLAGE, or delivered otherwise as the VILLAGE may direct.
8. This Agreement constitutes the entire agreement between the parties and may be only changed by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the VILLAGE and FOSTER & BUICK have executed this Agreement the day and year first mentioned above.

VILLAGE OF MAPLE PARK

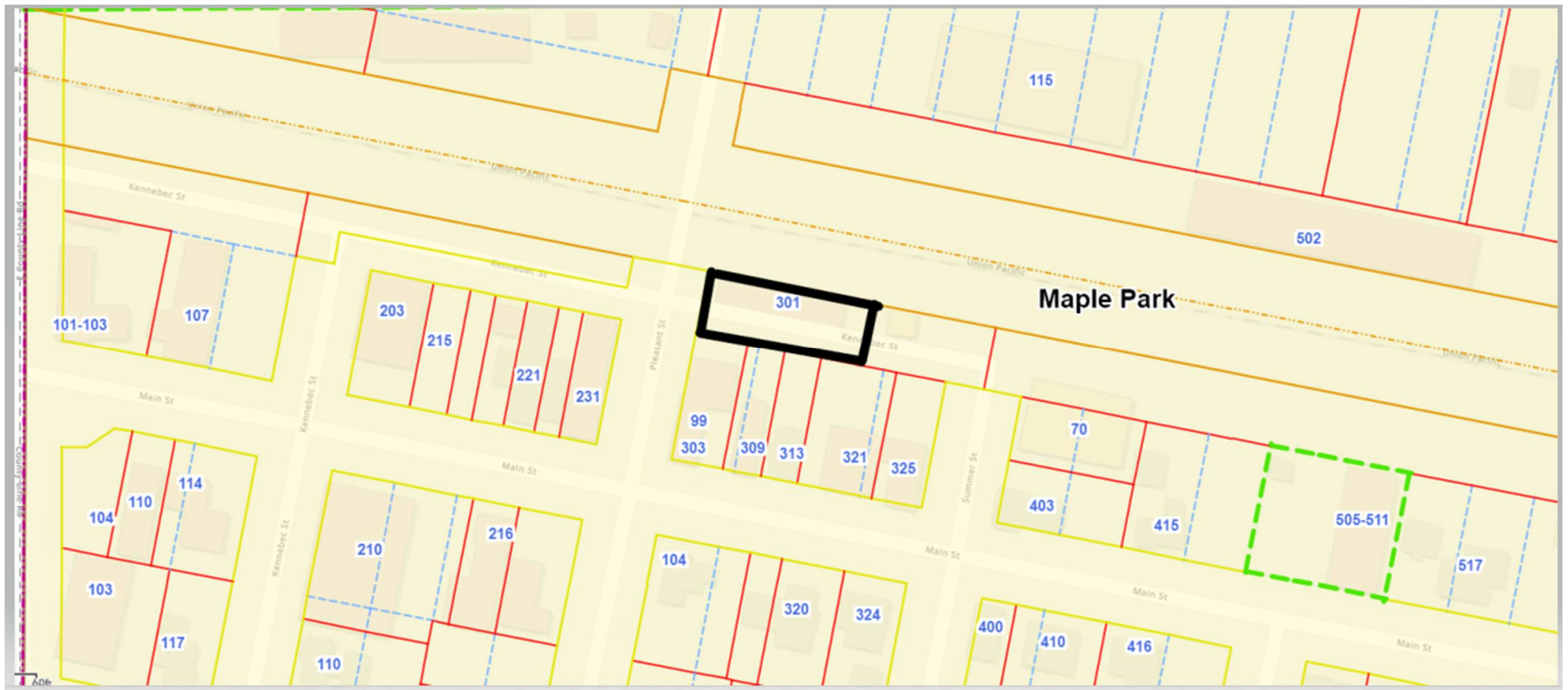
FOSTER, BUICK, CONKLIN, LUNDGREN,
& GOTTSCHALK, LLC

By: _____
Suzanne Fahnestock, Village President

By: _____
On behalf of the firm

ATTEST

By: _____
Elizabeth Peerboom, Village Clerk



Parcel #07-31-129-011