

ORDINANCE NO. 90-48

AN ORDINANCE ENGAGING COUNSEL

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1. The law firm of Brown, Hay & Stephens is hereby retained by the Village of Chatham, Illinois, to represent the Village with respect to all matters concerning Mr. Samuel Carramusa.

SECTION 2. This engagement is subject to the terms and conditions of an engagement letter which is attached to this Ordinance as Exhibit A and which is hereby approved.

SECTION 3. Mr. Donald Craven, who was retained by the Village pursuant to Ordinance No. 90-15, is hereby discharged.

SECTION 4. This Ordinance is effective immediately.

Passed this 19<sup>th</sup> day of November, 1990.

Carl D. Oblinger  
CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:

Rose Miller  
Village Clerk

AYES: 4  
NAYS: 1  
PASSED: 11/19/90  
APPROVED: 11/19/90

HARVEY B. STEPHENS  
EDWARD J. CUNNINGHAM  
ROBERT M. MAGILL  
NORMAN P. JONES  
ROBERT A. STUART, JR.  
J. PATRICK JOYCE, JR.  
ERIC L. GRENZEBACH  
JEFFERY M. WILDAY  
WILLIAM F. TRAPP  
PAUL BOWN  
ALMON A. MANSON, JR.  
JAMES L. MAGILL  
DWIGHT H. O'KEEFE, III  
EMMET A. FAIRFIELD

BETH A. WILKE  
DENISE M. DRUHOT  
HARVEY M. STEPHENS  
JACQUELINE M. GERBER

BEN L. DEBOICE  
ROSCOE BONJEAN

**BROWN, HAY & STEPHENS**  
ATTORNEYS AT LAW  
700 FIRST NATIONAL BANK BUILDING  
SPRINGFIELD, ILLINOIS 62701-1489

ROBERT A. STUART  
1941-1988  
ROBERT H. STEPHENS  
1965-1988

TELEPHONE (217) 544-8491  
TELECOPIER (217) 544-9609

ADDRESS CORRESPONDENCE TO:  
P.O. BOX 2459  
SPRINGFIELD, ILLINOIS 62705-2459

November 7, 1990

Carl D. Oblinger, Mayor  
Village of Chatham  
116 East Mulberry  
Chatham, IL 62629

Dear Mayor Oblinger:

As we discussed at our meeting on October 29, 1990, our firm would be pleased to represent the Village of Chatham in the pending litigation against Samuel and Agnes Caramusa and the Sangamon County Treasurer. We would bill the Village on a monthly basis at an hourly rate of \$110.00. For your information, I have enclosed a copy of our Billing and Fee Policy. It is my understanding that the Village Board must approve the hiring of this firm and that the same will be considered at a Board meeting this month.

Although most attorneys in our firm practice in a number of areas of law, each partner does have an area of concentration, mine being real estate. In my practice with this firm, I have handled many real estate transactions for individual clients regarding residential real estate transactions and business real estate transactions. Included in these real estate matters have been a number of zoning cases for both institutional clients such as Memorial Medical Center and individuals and businesses. These zoning matters have involved real estate in the City of Springfield, in Sangamon County and in other municipalities. Most of the litigation that I have handled with the firm has been real estate related.

**BROWN, HAY & STEPHENS**

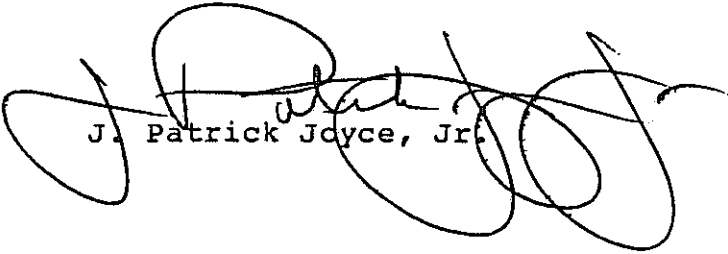
Carl D. Oblinger

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November 7, 1990

I have also enclosed additional information regarding our firm and its various members. Should you need any additional information, I would be happy to furnish you with the same.

Very truly yours,

  
J. Patrick Joyce, Jr.

JPJ:mls  
Enclosures

cc: John Myers, Esq.

**BROWN, HAY & STEPHENS**

**BILLING AND FEE POLICY**

UNDERSTANDING. We are pleased to have the opportunity to represent you. Our goal is to provide the highest quality and most efficient legal services possible. Experience has shown that our relationship will be stronger if we begin it with an understanding about our fees and their payment. There may be a specific engagement letter that sets forth the terms of our representation; otherwise this memorandum will apply to all matters on which we are asked to represent you.

FEES. Our fees will be based primarily on the amount of time spent by the attorneys handling your matters. Each lawyer in our firm has an hourly billing rate, and the rate multiplied by the number of hours spent on a project is the initial basis for determining our fee. We may, however, adjust the charge downward or upward based on other factors such as the novelty or complexity of the issues and problems encountered, the extent of the responsibility involved, the results achieved, the efficiency of our work, the customary fees for similar legal services, and other factors that will enable us to arrive at a fair fee under the circumstances.

Our hourly rate typically ranges from \$85 to \$135 per hour, depending primarily on the particular lawyer's experience and expertise. We review and adjust our general schedule of rates on a periodic basis.

FEE ESTIMATES. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation matters, where the extent of necessary legal services may depend on the extent to which the opposition files pretrial motions and engages in its own discovery.

WORK ASSIGNMENTS. The lawyer with whom you deal primarily may assign responsibility for completing some of your work to other lawyers or other personnel in the office under his or her supervision, and may use other firm lawyers where specialized help is needed. The supervising lawyer will continue to be responsible for your entire assignment, however, and will be available to discuss the use of other personnel with you. It is our goal to assign tasks among lawyers and other office personnel in a way that produces the highest quality of work at a fair price.

DISBURSEMENTS ON YOUR ACCOUNT. Invoices will normally be rendered monthly for work done in the previous month, covering and identifying services rendered as well as disbursements and other charges. These disbursements and charges include items incurred and paid by us on your behalf, such as long distance telephone charges, special postage, delivery charges, telex or telecopy

charges, travel, photocopying and use of other service providers such as printers or experts, if needed. In litigated matters, we include payments made by us for process servers, court reporters, filing fees, witness fees and other necessary charges. We also make separate charges for the use of "Lexis" which is a computerized legal research system that often significantly reduces lawyer research time. We may request that court reporter's fees and other large disbursement items be billed or forwarded to you for payment directly to the providers of those services.

INVOICES AND STATEMENTS. It is our firm policy to invoice clients monthly for fees and out-of-pocket expenses. Each lawyer contemporaneously records the time required to perform services, and we attempt to send our invoices soon after the first of each month, describing services rendered and expenses incurred for the prior month. Separate invoices are normally produced for each legal matter being handled. You will also receive a monthly "statement" which shows any unpaid invoices, by number and date, for each of your matters.

PAYMENT. Payment is due on your receipt of our invoice and, unless special arrangements have been made in advance, we expect to receive payment within 30 days. Visa or Mastercard will be accepted as payment for both legal service and disbursements. Failure to pay invoices promptly may result in our withdrawal of representation of you.

RETAINERS. If we have received a retainer from you, this retainer is held in the firm's trust account. This retainer will be either (1) applied to the client's final statement or (2) used to pay current statements, with the amount in trust to be replenished. We may apply the retainer to any unpaid invoice for work on your behalf, where direct payment is not made.

QUESTIONS. If you have questions about any aspect of our arrangement or our statements, please feel free to contact us. We are open to discussion of all of these matters and encourage you to contact us should you have any questions.

Brown, Hay & Stephens

**BROWN, HAY & STEPHENS**  
700 First National Bank Building  
205 South Fifth Street  
Springfield, Illinois

Brown, Hay & Stephens has been continuously engaged in the practice of law in Springfield since 1828. Members of the firm specialize in banking, corporation, partnership, probate, estates and trusts, environmental, real estate, commercial, insurance defense, administrative, labor and school law and trial and appellate practice in State and Federal courts. Brown, Hay & Stephens consists of twenty attorneys representing the firm from its offices at 700 First National Bank Building, Springfield, Illinois. Harvey B. Stephens, Edward J. Cunningham, Norman P. Jones, Robert A. Stuart, Jr., J. Patrick Joyce, Jr., Robert M. Magill, Eric L. Grenzebach, Jeffrey M. Wilday, William F. Trapp, Paul Bown, Almon A. Manson, Jr., James L. Magill, Dwight H. O'Keefe, III, and Emmet A. Fairfield are partners in the firm. Associates in the firm are Beth A. Wilke, Denise M. Druhot, Harvey M. Stephens and Jacqueline Gerber. Ben L. DeBoice and Roscoe Bonjean are of counsel.

**MEMBERS OF THE FIRM**

Harvey B. Stephens

A.B. Bowdoin College, 1955; J.D. University of Chicago, 1960; Member of the Sangamon County Bar Association, Illinois State Bar Association and American Bar Association; Bar Association of Seventh Circuit.

Edward J. Cunningham

A.B. Yale University, 1957; J.D. University of Chicago, 1960; Attorney for National Labor Relations Board, 1962-1965; Member of the Sangamon County Bar Association, Illinois State Bar Association, American Bar Association, Illinois Trial Lawyers Association and American Society of Hospital Attorneys.

Norman P. Jones

A.B. University of Illinois, 1934; LL.B. Harvard University, 1937; Corporation Counsel, City of Springfield, Illinois, 1951-1955; Fellow of the American College of Probate Counsel; Member of the Chicago Bar Association, Sangamon County Bar Association (President 1956-1957), Illinois State Bar Association, American Bar Association and American Bar Foundation.

Robert A. Stuart, Jr.

B.A. Bowdoin College, 1970; J.D. University of Illinois, 1973; Phi Delta Phi; Member of the Chicago Bar Association, Sangamon County Bar Association, Illinois State Bar Association and American Bar Association.

J. Patrick Joyce, Jr.

B.A. 1969; J.D. 1972, Loyola University; Alpha Sigma Nu; Delta Theta Phi; Author - Case Comment, Loyola University of Chicago Law Journal, Vol. 3, No. 2, 1972; Member of the Sangamon County Bar Association, Illinois State Bar Association and American Bar Association.

Robert M. Magill

B.S., 1940; LL.B., 1946 University of Illinois; Member of the Sangamon County Bar Association, Illinois State Bar Association and American Bar Association.

Eric L. Grenzebach

B.A. Denison University, 1967; M.B.A. Northwestern University, 1969; J.D. Loyola University, 1973; Special Assistant Attorney General - Revenue, 1976-1983; Member of the Sangamon County Bar Association and Illinois Bar Association.

Jeffrey M. Wilday B.A. Yale University, 1974; J.D. Washington University, 1977; Member of the Sangamon County Bar Association, Illinois State Bar Association and American Bar Association.

William F. Trapp B.A. Oberlin College, 1974; J.D. Washington University School of Law, 1977; Assistant State's Attorney, Sangamon County, 1977-1980; Member of the Sangamon County Bar Association, Illinois State Bar Association and American Bar Association.

Paul Bown B.A. Augustana College, 1971; J.D. Southern Illinois University, 1976; Editor, Southern Illinois University Law Journal, 1975-1976; Law Clerk to Honorable J. Waldo Ackerman, U.S. District Court, Central District of Illinois, 1976-1978; Member of the Peoria County Bar Association, Sangamon County Bar Association (Secretary-Treasurer, 1980-1984), Illinois State Bar Association and American Bar Association; Sangamon County Young Lawyers Association (Secretary-Treasurer, 1977-1978).

Almon A. Manson, Jr. B.A. George Washington University, 1971; M.A. St. Louis University, 1974; J.D. St. Louis University, 1978; Member and Editor - St. Louis University Law Journal; Author, 21 St. Louis University Law Journal 759; Member of the Sangamon County Bar Association, Illinois Bar Association and American Bar Association.

James L. Magill B.S. Loyola University of Chicago, 1970; J.D. University of Illinois, 1973; Member of the Sangamon County Bar Association, Illinois State Bar Association and American Bar Association.



Dwight H. O'Keefe III

B.A. Southern Methodist University, 1965; J.D. University of Illinois, 1968; Phi Delta Phi; Member of the Chicago Bar Association, Sangamon County Bar Association, Illinois State Bar Association and American Bar Association.

Emmet A. Fairfield

A.S. Parkland College, 1976; B.S. 1978; J.D. 1981, University of Illinois, Phi Delta Phi; Member of the Sangamon County Bar Association, Illinois State Bar Association and American Bar Association.

#### ASSOCIATES

Beth A. Wilke

B.A. University of Illinois, 1982; J.D. Indiana University, 1985; Phi Eta Sigma; Alpha Lambda Delta; Golden Key; James Scholar; Member of the Sangamon County Bar Association, Illinois State Bar Association, American Bar Association, and Central Illinois Women's Bar Association.

Denise M. Druhot

B.A. Vanderbilt University, 1983; J.D. Southern Illinois University School of Law, 1986; Board of Editors, Southern Illinois University Law Journal; Member of the Sangamon County Bar Association, Illinois State Bar Association, and American Bar Association.

Harvey M. Stephens

B.A. Kenyon College; J.D. Washington University; Member of Sangamon County Bar Association, Illinois State Bar Association, and American Bar Association.

Jacqueline Gerber

B.S. Northern Illinois University, 1975; J.D. Northern Illinois University College of Law, 1986; Editor in Chief, Northern Illinois University Law Review; Member of Sangamon County Bar Association, Illinois State Bar Association and American Bar Association.

COUNSEL

Ben L. DeBoice                      Creighton University; Creighton University School of Law; Delta Theta Phi; Member of the Sangamon County Bar Association, Nebraska State Bar Association, Illinois State Bar Association and American Bar Association.

Roscoe Bonjean                      LL.B. University of Notre Dame; University of Illinois, 1930; Phi Alpha Delta; Special Prosecutor, Illinois, 1933-1941; Assistant Attorney General, Illinois, 1949-1970; First Assistant Attorney General, 1961; Member of the Sangamon County Bar Association and Illinois State Bar Association.

Representative clients include First Bank of Illinois Company, The First National Bank of Springfield, J.S. Electric Company, Littler Trust Estate, Memorial Medical Center, Capital Supply Company, Sangamon County Abstract Company, Fred Davey Scholarship Trust, Springfield Mechanical Corporation, Long Elevator and Machine Company, West Central Illinois Plumbing Contractors Association, Hanson Engineers, Inc., National Pronto Stores, Inc., National Pronto Associated Warehouses, Consolidation Coal Company, Panhandle Eastern Pipe Line Company, Equitable Life Assurance Society of the U.S., The Western Union Telegraph Company, AMICA Mutual Insurance Company, National Super Markets, Inc., Bunge Corporation, Central Illinois Light Company, Associates Commercial Corporation, General Motors Acceptance Corporation, Capitol Machinery Company, Roland Machinery Company, Garrett General Aviation Services, Inc., May Department Stores, Lincoln Land Community College, Springfield School District 186, Ball-Chatham Community Unit School District, Chatham Community Bank, Bank of

Pawnee, Farmers Home Administration, Chatham Township, Gardner Township, Rochester Township, Illinois Association of Mutual Insurance Companies, Madison Mutual Insurance Company and Isringhausen Imports, Inc.