

RESOLUTION 2014-07

**A RESOLUTION AUTHORIZING A REQUEST TO INTERVENE IN
PROPERTY TAX APPEAL BOARD CASE**

WHEREAS, The Village of West Dundee, Kane County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6 of the Constitution of the State of Illinois, and the adoption of this Resolution constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois;

WHEREAS, the Property Tax Appeal Board has determined by rule that a resolution is to accompany each Request to Intervene filed by an interested taxing body in any Property Tax Appeal Board case; and

WHEREAS, an adverse Board of Review or Property Tax Appeal Board decision will harm the Village of West Dundee inasmuch as it will reduce the assessed valuation of all properties in the Village of West Dundee and an adverse Property Tax Appeal board decision will further result in a refund to be taken out of a subsequent levy, leaving the Village of West Dundee without recourse and short of its budgeted projections; and

WHEREAS, the time frames as set forth by the rules of the Property Tax Appeal Board do not allow adequate time for each appeal to be reviewed by the Board of Trustees on a case-by-case basis;

NOW BE IT HEREBY RESOLVED, BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS, that

The Village of West Dundee hereby authorizes its administration and attorneys - specifically, Scott E. Nemanich of Hinshaw & Culbertson LLP, 4343 Commerce Court, Suite 415, Lisle, Illinois 60532 - to intervene in any Board of Review or Property Tax Appeal Board cases as necessary to protect the interests of the Village of West Dundee.

Trustee Hanley moved and Trustee Pflanz seconded adoption of the foregoing Resolution. Upon a roll call vote being taken, the members voted as follows:

PASSED by the Board of Trustees of the Village of West Dundee, Kane County, Illinois, and approved by the President of said Village this 14th day of July, 2014.

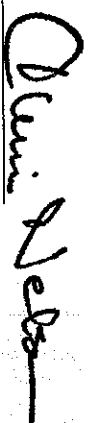
AYES: Trustees Hanley, Yuscka, Pflanz, Wilbrandt, Kembitzky and Price
NAYS: None
ABSENT: None

ATTEST:

Barbara Traver

Christopher Nelson


Village Clerk


Village President

HINSHAW

& CULBERTSON LLP

ATTORNEYS AT LAW

4343 Commerce Court
Suite 415
Lisle, IL 60532-1099

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June 17, 2014

VIA EMAIL

Cathleen Tymoszenko
Community Development Director
Village of West Dundee
100 Carrington Drive
West Dundee, IL 60118

ctymoszenko@wdundee.org

Re: **General Representation in Tax Objection Matters**

Dear Ms. Tymoszenko:

1. Engagement and Scope of Legal Services to be Performed. Village of West Dundee ("Client") retains Hinshaw & Culbertson LLP (the "Firm") to represent it in connection with general representation in tax appeal objections, and such other matters as Client may from time to time request and the Firm may agree in writing to perform.
2. Compensation, Billing and Expenses. Client agrees to pay the Firm's fees on the basis set forth herein. Client is responsible for the entire amount of the legal fees for services rendered. Firm will charge by the hour at the prevailing rates charged by Firm for time that its legal personnel devote to the representation of Client. Scott E. Nemanich will be principally involved in providing such legal services. The rate for our services in matters of this type is currently \$240.00 per hour, and is subject to periodic adjustment. From time to time, other legal personnel may render services for Client in connection with this agreement.
 - a. Firm is authorized to incur on behalf of Client, costs and expenses deemed necessary by Firm to perform legal services under this agreement. Client agrees to pay for those costs and expenses as they are charged to Client. Examples of such costs and expenses include court and filing fees telephone charges, postage, copying charges, facsimile charges, delivery charges and mileage. These costs and expenses are also subject to periodic adjustment.
 - b. If Client fails to pay Firm's statement within 30 days of billing, Firm may withdraw from representation by giving Client written notice of withdrawal.

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Acceptance of late payment by Firm shall not be a waiver of Client's obligation to make timely payments. All obligations for Firm's fees and costs that are outstanding for a period of 30 days shall bear interest at the rate of \$0 per month from the date of the original billing, for an annual interest charge of \$0 per annum.

3. Advance Deposit. Client shall pay Firm an advance deposit of \$00.00 to be applied against fees and costs.

4. Disclaimer of Guarantee. Firm has made no promise or guarantees to Client about the outcome of the representation undertaken by Firm. Estimates of fees are precisely that, estimates only and are not an agreement to perform services for a fixed fee. Firm's fees, costs and expenses are on the basis described herein. Legal fees can exceed Firm's estimates as the scope of services required and/or the time necessary to complete them may exceed Firm's best estimates.

5. Client Duties. Client shall cooperate with Firm, shall pay the Firm's bills in a timely manner and shall keep the Firm informed of the Client's address and whereabouts. Client shall not unreasonably withhold the waiver of a conflict as to unrelated matters.

Sincerely,


HINSHAW & CULBERTSON LLP

Scott E. Nemanich
snemanich@hinshawlaw.com

SEN:skg

ACCEPTED and AGREED TO:

Village of West Dundee

By: _____
Cathleen Tymoszenko,
Community Development Director

Dated: _____