

**RESOLUTION NUMBER 01-18**

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, APPROVING A VILLAGE ATTORNEY ENGAGEMENT LETTER AND FEE AGREEMENT WITH KLEIN, THORPE & JENKINS, LTD.**

**WHEREAS**, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, it is deemed necessary and desirable for the Village to approve and enter into the "Village of East Dundee – Village Attorney Engagement Letter and Fee Agreement," attached hereto as **Exhibit A** and made a part hereof ("Agreement"), by and between the Village and the Village Attorney, Klein, Thorpe & Jenkins, Ltd.;

**NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:**

**Section One. Incorporation.** Each Whereas paragraph above is incorporated by reference into this Section One and made a part hereof as material and operative provisions of this Resolution.

**Section Two. Approval.** The Village President and Board of Trustees authorize and approve the Agreement. The Village President is authorized and directed to execute the Agreement and such other documents as are necessary to fulfill the Village's obligations under the Agreement.

**Section Three. Severability.** If any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**Section Four. Repeal.** If any Section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

**Section Five. Publication.** This Resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 15th day of January, 2018, pursuant to a roll call vote as follows:

AYES: Trustees Lynam, Selep, Wood, Hall and Andresen

NAYES: Ø

ABSENT: Trustee Mahony

Approved by me this 15th day of January, 2018.

  
\_\_\_\_\_  
LAEL MILLER, Village President

Published in pamphlet form this 15<sup>th</sup> day of January, 2018, under the authority of the Village President and Board of Trustees.

**ATTEST:**

  
\_\_\_\_\_  
KATHERINE HOLT, Village Clerk

Recorded in the Village Records on January 16, 2018.

**EXHIBIT A**

**VILLAGE OF EAST DUNDEE – VILLAGE ATTORNEY  
ENGAGEMENT LETTER AND FEE AGREEMENT**

(attached)



20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

gtsmith@ktjlaw.com  
DD 312-984-6436

www.ktjlaw.com

January 4, 2018

**VIA E-MAIL**

Lael Miller, Village President  
Village of East Dundee  
120 Barrington Ave  
East Dundee, Illinois 60118

**Re: Village of East Dundee – Village Attorney Engagement Letter and Fee Agreement**

Dear President Miller:

On behalf of Klein, Thorpe & Jenkins, Ltd., thank you for the opportunity to provide legal services as Village Attorney for the Village of East Dundee (“Village”).

Our firm will bill you for our professional services based on the time we spend working on matters for the Village in tenth (0.10) of an hour increments. Substantive communications are billed at a minimum of three-tenths (.3) of an hour, and, if longer, the billing is fixed in one-tenth (.1) increments of an hour. The firm does not bill for secretarial or clerical work, nor for any consultations within our firm.

Our rates for services are as follows:

**A. GENERAL LEGAL SERVICES:**

- \$215.00 per hour for partner's time
- \$210.00 per hour for senior associate's time
- \$205.00 per hour for associate's time
- \$160.00 per hour for senior paralegal's time
- \$150.00 per hour for paralegal's time
- \$125.00 per hour for law clerk's time
- \$ 90.00 per hour for paralegal clerk's time

**B. LITIGATION AND APPEALS:**

- \$225.00 per hour for partner's time
- \$215.00 per hour for senior associate's time
- \$210.00 per hour for associate's time

**C. COLLECTIVE BARGAINING SERVICES:**

- \$235.00 per hour for partner's time
- \$225.00 per hour for senior associate's time
- \$215.00 per hour for associate's time

**D. SPECIAL PROJECT WORK:** (e.g., work in relation to which the fee is reimbursable to the Village from a third party):

\$250.00 per hour for partner's time  
\$240.00 per hour for senior associate's time  
\$230.00 per hour for associate's time

**E. DEBT ISSUANCE WORK:**

To be negotiated based on the complexity of the financing and whether an opinion is required relative to the debt issuance, but not less than the greater of twenty-five hundredths of a percent (0.25%) of the amount of the debt issue or \$1,500.00.

**F. SPECIAL ASSESSMENTS:**

Four percent (4%) of the estimated cost of construction, plus property acquisition costs and actual out-of-pocket costs, which is built into the special assessment project costs.

**G. SPECIAL SERVICE AREAS:**

Two percent (2%) of the estimated cost of construction, or the general services hourly rate fee, whichever is greater, unless otherwise agreed to, which is built into the special service area project costs.

**H. MISCELLANEOUS EXPENSES:**

Miscellaneous expenses incurred are billed as follows:

Copying	20¢ per page
Printing	actual cost
Delivery	actual cost
Fax	no charge
Filing Fees	actual cost
Mileage	no charge
Computer Research	actual cost
Secretarial	no charge

Our rates will be adjusted from time to time, and we will give you notice of such adjustments. We will also bill the Village for the costs associated with our work. We may ask the Village to directly pay any expenses in excess of \$250.

We will render monthly billing statements to you indicating the current status of your account, both for services rendered and for costs incurred on behalf of you. The amount shown as due on these statements, if any, shall be payable no later than thirty (30) days after the date of the statement.

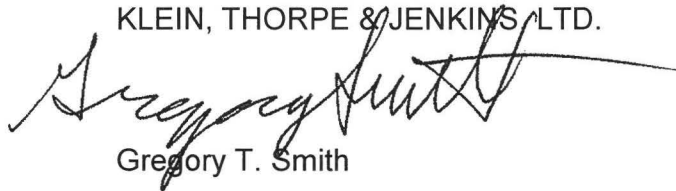
The Village may terminate our representation and our fiduciary obligation to it under this engagement at any time for any reason or no reason. In the event that the Village exercises its right to terminate our engagement, we anticipate that the Village will promptly pay all fees and expenses incurred to the date of such exercise.

Please review, sign and date the enclosed Fee Agreement and return it to me. We look forward to working with the Village and greatly appreciate the opportunity to do so.

If you have any questions, please feel free to contact me at (312) 984-6436.

Very truly yours,

KLEIN, THORPE & JENKINS, LTD.

A handwritten signature in black ink, appearing to read "Gregory T. Smith", written over the typed name below.

Gregory T. Smith

cc: Jennifer Johnsen, Village Administrator (via e-mail; w/ encl.)

Enclosure (Fee Agreement)

**FEE AGREEMENT**

The undersigned, Village of East Dundee President Lael Miller, having first been duly authorized to execute and enter into this Free Agreement by the corporate authorities of the Village of East Dundee ("Village"), has reviewed the Engagement Letter from the law firm of Klein, Thorpe & Jenkins, Ltd. ("KTJ") dated January 4, 2018, a copy of which is attached hereto and made a part hereof.

The undersigned understands the scope of services outlined in the Engagement Letter and agrees that the services set forth therein comprise the legal services KTJ is authorized and directed to undertake on behalf of the Village. The undersigned also has reviewed the proposed hourly fee structure in the Engagement Letter and finds the proposed fees to be fair and reasonable. The undersigned also acknowledges and agrees that the Village shall be responsible for payment all fees and costs incurred within the scope of services as outlined in the Engagement Letter.

**Village of East Dundee**

By: \_\_\_\_\_

Lael Miller, Village President

**Klein, Thorpe & Jenkins, Ltd.**

By: \_\_\_\_\_

Gregory T. Smith

Date: January 15, 2018

Date: January 15, 2018