



AGENDA ITEM # 8 E/F/G

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
April 11, 2022**

Item Title: Appointment of Village Attorney and Special Counsel

Staff Contact: Jason Bielawski, Village Administrator

VILLAGE BOARD ACTION

- 1) Adopt a resolution appointing Ottosen DiNolfo Hasenbalg and Castaldo, Ltd. as Village Attorney.**
- 2) Adopt a resolution retaining Ottosen DiNolfo Hasenbalg and Castaldo, Ltd. as special counsel for labor and employment related matters.**
- 3) Adopt a resolution retaining Klein, Thorpe and Jenkins as special counsel for economic development related matters.**

Executive Summary:

The Village Board recently completed a request for qualification process for legal services due to the pending retirement of the Village Attorney after more than 30 years of service. The Village received 13 proposals from qualified law firms and performed several interviews. The outcome of the process is to appoint Ottosen DiNolfo Hasenbalg and Castaldo (ODHC) as Village Attorney and Klein Thorpe Jenkins as special counsel for economic development related matters. ODHC has been serving as the Village's special counsel for labor and employment related matters since the 1990's; however, there is no record of the Village approving a letter of engagement with the firm. Therefore, attached is approval of a resolution retaining ODHC to continue serving as special counsel for labor and employment related matters.

Implications:

Is this item budgeted? Yes, the Fiscal Year 2022 Budget includes funding for legal services.

Any other implications to be considered?

Attachments:

Resolutions and Engagement Letters

RESOLUTION NO. 2022

A RESOLUTION APPOINTING OTTOSEN DINOLFO HASENBALG AND CASTALDO, LTD. AS VILLAGE ATTORNEY

WHEREAS, on November 8, 2021, the Village issued a request for qualifications (“RFQ”) for the providing of legal services to the Village; and

WHEREAS, the Village received thirteen responses to the RFQ; and

WHEREAS, after review and consideration of the responses received; the Mayor has determined to appoint Ottosen Dinolfo Hasenbalg & Castaldo, Ltd. (“ODHC”) as the most appropriate for the provision of general corporate legal services to the Village; and

WHEREAS, pursuant to Section 2-125 of the Village of Roselle Code of Ordinances, the Mayor makes appointments to, with the advice and consent of the Board of Trustees, the Office of Village Attorney; and

WHEREAS, the Mayor appoints ODHC as Village Attorney, under the terms and conditions set forth in the Ottosen Dinolfo Hasenbalg & Castaldo, Ltd. engagement letter attached to this Resolution as Exhibit A (“Engagement Letter”); and

NOW THEREFORE, the Mayor has determined that it will serve and be in the best interests of the Village of Roselle and its residents to appoint ODHC as Village Attorney and that:

- (a) The foregoing recitals are incorporated into this Resolution in their entirety as if fully set forth.
- (b) In accordance with and pursuant to Section 2-125, the Board of Trustees hereby provide their advice and consent of the Mayor’s appointment of ODHC, Ltd. as Village Attorney.
- (c) The Board of Trustees hereby consent to the Mayor executing the Engagement Letter set forth as Exhibit A.
- (d) That during the transition period between the appointment of ODHC and them assuming full duties as the Village’s Corporate Counsel the Village’s current corporate counsel, Walsh, Knippen and Cetina, (WKC) is authorized to act upon the request of the Village Administrator and Mayor to continue to provide legal services for currently pending matters, potential conflict of interest matters and to increase the efficiencies of the transition of legal services between ODHC and WKC when, the Village Administrator and Mayor, determine it is in the best interests of the Village.

AYES:
NAYS:
ABSENT:

David Pileski, Mayor

Patricia Burns, Village Clerk



Ottosen DiNolfo
Hasenbalg & Castaldo, Ltd.

1804 North Naper Boulevard, Suite 350, Naperville, IL 60563
Phone 630.682.0085 ♦ Fax 630.682.0788 ♦ www.ottosenlaw.com

Karl R. Ottosen
Attorney

Direct 630.614.7622
kottosen@ottosenlaw.com

March 18, 2022

Mr. Jason Bielawski, Village Administrator
Village of Roselle
31 S. Prospect Street
Roselle, Illinois 60172

RE: Engagement Letter for Legal Services – Village Attorney

The Law Firm of OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD. is pleased to confirm our understanding of the terms and objectives of our engagement as Village Attorney for the VILLAGE OF ROSELLE.

CLIENT: The client for purposes of this Agreement will be the VILLAGE OF ROSELLE (“the Client.”).

SCOPE: The Client does hereby retain the law firm of OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD. (the “Firm”), comprised of attorneys licensed to practice law in the State of Illinois, to serve as the legal counsel to the Client for all legal matters and other matters as time to time may be assigned by the Client. While serving as legal counsel, the Firm shall represent the Client and shall be responsible to attend to all legal needs of the Client, including, but not limited to, communications with the Client and its staff, attending meetings, preparing, or reviewing documents, conducting legal research, handling hearings, and representing the Client in matters before administrative agencies and courts of law. The Client may agree to expand or limit the scope of the Firm’s representation of the Client in other legal matters from time to time.

DUTIES OF THE PARTIES: The Firm agrees to provide legal services within the standard of care of attorneys practicing law within the State of Illinois. The Client agrees to be truthful with the Firm, to cooperate, to keep the Firm informed of developments affecting the representation of the Client, to abide by the terms of this Agreement, to pay the Firm’s bills on time, and to keep the Firm advised of any change to its address and other contact information.

TERM: This Agreement shall be in effect until terminated by either Party. Either the Client or the Firm may terminate the Firm’s engagement at any time for any reason without notice to the other; however, the Firm’s right to terminate may be limited by the applicable provisions of the Illinois Rules of Professional Responsibility. In the event the Firm terminates this Agreement, the Firm will take such steps as may be reasonably practicable to protect the Client’s interests. If a court or administrative agency requires permission for withdrawal, the Firm will promptly apply for that permission, and the Client will engage successor counsel to represent the Client.

Mr. Jason Bielawski
March 18, 2022
Page 2

PERSONNEL: Michael Castaldo, Jr. will be the principal attorney responsible for handling the legal services for the Client with assistance from attorney Karl Ottosen. The Firm shall have reasonable discretion to delegate portions of the legal work and responsibilities to other attorneys and/or staff employed by the Firm. In addition, if in the opinion of the Firm, it is necessary for the timely or proper handling of a matter, the Firm may on behalf of the Client, with the Client's consent, retain court reporters, expert witnesses or advisors.

FEES: The legal fees associated with the work under this Agreement will be based on the time spent on matters, including reasonable travel time. The Firm's hourly billing rates for attorneys providing the legal services provided hereunder shall be \$200 per hour. The Firm's hourly billing rates for non-attorneys providing legal services hereunder shall be \$150 per hour for administrative staff and paralegals and \$160 per hour for law clerks. The Firm may adjust these billing rates from time to time, typically on a biannual basis. The Firm will notify the Client of any such required adjustment, and Client will be responsible for paying the rates in effect following any such notice. No change will be made in this rate before January 1, 2025.

The minimum billing increment of time to be billed by the attorney performing services shall be one-tenth of any hour. Communications by telephone or by e-mail shall be billed at no less than three-tenths of an hour; written correspondence shall be billed at no less than five-tenths of an hour.

COSTS AND EXPENSES: In the course of providing legal services for the Client, the Firm may incur costs and expenses. The Client agrees to pay for all costs, disbursements, and expenses in addition to the hourly fees set forth in this Agreement. Such costs and expenses may include, but are limited to, fees fixed by law or assessed by third parties, such as public agencies (including fees imposed by the courts or administrative agencies for such items as recording or certifying documents, and filing fees); process servers; couriers, messengers, overnight delivery, and other delivery fees; witnesses and expert witnesses; court reporters; postage; document fees; and photocopying and other reproduction costs. These expenses may also include, but are not limited to, charges for electronic legal research, transcripts, and investigations. The Firm shall bill the Client for such costs as they are accrued or forward the invoices for such services to the Client for direct payment to a third party.

BILLING: The Firm shall submit hourly rate billings on a monthly basis. All billings shall be due and payable in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

CONFLICTS: Whenever the Firm shall report to the Client that it has a conflict of interest with respect to any matter, the Client shall either appoint a special counsel to represent the Client at its expense in connection with such matter or waive the conflict and direct the Firm to represent the Client notwithstanding the conflict. Any waiver of a conflict, or possibility of conflict, or appearance of conflict shall be made by and with the approval of the Board. However, it shall not constitute a breach of this Agreement for the Firm to decline to represent the Client on any matter which the Firm has a conflict of interest which cannot be waived under the applicable standards of legal ethics, the Code of Professional Responsibility adopted by the Illinois Supreme Court, or rules of any court in which the matter may be pending, and which the Firm cannot eliminate or avoid at such time.

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

Mr. Jason Bielawski
March 18, 2022
Page 3

ACKNOWLEDGEMENT: This Agreement sets out the entire agreement and understanding between the Client and the Firm with respect to the representation and supersedes and cancels any prior communications, understandings and agreements, both written and verbal, between the parties with respect to this Agreement.

Please indicate your acceptance of the above understanding and terms of this Agreement by signing below. The Firm appreciates the opportunity to provide legal services to the VILLAGE OF ROSELLE and looks forward to working with you.

Very truly yours,

OTTOSEN DINOLFO HASENBALG & CASTLADO, LTD.



Karl R. Ottosen

TERMS OF ENGAGEMENT LETTER APPROVED: This Legal Services Engagement Letter correctly sets forth the understanding of the VILLAGE OF ROSELLE.

Date: _____

By: _____

Print: _____

Title: _____

RESOLUTION NO. 2022

A RESOLUTION RETAINING OTTOSSEN DINOLFO HASENBALG AND CASTALDO, LTD. AS SPECIAL COUNSEL FOR LABOR AND EMPLOYMENT RELATED MATTERS

WHEREAS, the Village of Roselle has been receiving special counsel from Ottosen Dinolfo Hasenbalg & Castaldo, Ltd. on labor and employment matters since the 1990's; and

WHEREAS, the Village would like to continue receiving special counsel from Ottosen Dinolfo Hasenbalg & Castaldo, Ltd. on labor and employment matters; and

WHEREAS, the Village has not previously executed a letter of engagement with Ottosen Dinolfo Hasenbalg & Castaldo, Ltd. for labor and employment matters and desires to do so now; and

WHEREAS, in accordance with Section 2-126 of the Village of Roselle Code of Ordinances, the Mayor may retain special counsel with the consent of the Board of Trustees; and

WHEREAS, the Mayor retains Ottosen Dinolfo Hasenbalg & Castaldo, Ltd. as special counsel under the terms and conditions set forth in the Ottosen Dinolfo Hasenbalg & Castaldo, Ltd. engagement letter attached to this Resolution as Exhibit A ("Engagement Letter"); and

NOW THEREFORE, the Mayor has determined that it will serve and be in the best interests of the Village of Roselle and its residents to retain Ottosen Dinolfo Hasenbalg & Castaldo, Ltd. as special labor and employment counsel and that:

- (a) The foregoing recitals are incorporated into this Resolution in their entirety as if fully set forth.
- (b) In accordance with and pursuant to Section 2-126 of the Village of Roselle Code of Ordinances, the Board of Trustees hereby provide their consent to the Mayor retaining Ottosen Dinolfo Hasenbalg & Castaldo, Ltd. as special counsel for labor and employment related matters.
- (c) The Board of Trustees hereby consent to the Mayor executing the Engagement Letter set forth as Exhibit A.

AYES:
NAYS:
ABSENT:

David Pileski, Mayor

Patricia Burns, Village Clerk



Ottosen DiNolfo
Hasenbalg & Castaldo, Ltd.

1804 North Naper Boulevard, Suite 350, Naperville, IL 60563
Phone 630.682.0085 ♦ Fax 630.682.0788 ♦ www.ottosenlaw.com

Karl R. Ottosen
Attorney

Direct 630.614.7622
kottosen@ottosenlaw.com

March 18, 2022

Mr. Jason Bielawski, Village Administrator
Village of Roselle
31 S. Prospect Street
Roselle, Illinois 60172

RE: Engagement Letter for Legal Services – Labor and Employment Counsel

The Law Firm of OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD. is pleased to confirm our understanding of the terms and objectives of our engagement as Labor and Employment Counsel for the VILLAGE OF ROSELLE.

CLIENT: The client for purposes of this Agreement will be the VILLAGE OF ROSELLE (“the Client.”).

SCOPE: The Client does hereby retain the law firm of OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD. (the “Firm”), comprised of attorneys licensed to practice law in the State of Illinois, to serve as the legal counsel to the Client for all legal matters and other matters as time to time may be assigned by the Client. While serving as legal counsel, the Firm shall represent the Client and shall be responsible to attend to all legal needs of the Client, including, but not limited to, communications with the Client and its staff, attending meetings, preparing, or reviewing documents, conducting legal research, handling hearings, and representing the Client in matters before administrative agencies and courts of law. The Client may agree to expand or limit the scope of the Firm’s representation of the Client in other legal matters from time to time.

DUTIES OF THE PARTIES: The Firm agrees to provide legal services within the standard of care of attorneys practicing law within the State of Illinois. The Client agrees to be truthful with the Firm, to cooperate, to keep the Firm informed of developments affecting the representation of the Client, to abide by the terms of this Agreement, to pay the Firm’s bills on time, and to keep the Firm advised of any change to its address and other contact information.

TERM: This Agreement shall be in effect until terminated by either Party. Either the Client or the Firm may terminate the Firm’s engagement at any time for any reason without notice to the other; however, the Firm’s right to terminate may be limited by the applicable provisions of the Illinois Rules of Professional Responsibility. In the event the Firm terminates this Agreement, the Firm will take such steps as may be reasonably practicable to protect the Client’s interests. If a court or administrative agency requires permission for withdrawal, the Firm will promptly apply for that permission, and the Client will engage successor counsel to represent the Client.

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

Mr. Jason Bielawski
March 18, 2022
Page 2

PERSONNEL: **Karl R. Ottosen** will be the principal attorney responsible for handling the legal services for the Client with assistance from attorney **John Kelly**. The Firm shall have reasonable discretion to delegate portions of the legal work and responsibilities to other attorneys and/or staff employed by the Firm. In addition, if in the opinion of the Firm, it is necessary for the timely or proper handling of a matter, the Firm may on behalf of the Client, with the Client's consent, retain court reporters, expert witnesses or advisors.

FEES: The legal fees associated with the work under this Agreement will be based on the time spent on matters, including reasonable travel time. The Firm's hourly billing rates for attorneys providing the legal services provided hereunder shall be **\$235 per hour**. The Firm's hourly billing rates for non-attorneys providing legal services hereunder shall be **\$150 per hour** for administrative staff and paralegals and **\$160 per hour** for law clerks. The Firm may adjust these billing rates from time to time, typically on a biannual basis. The Firm will notify the Client of any such required adjustment, and Client will be responsible for paying the rates in effect following any such notice. No change will be made in this rate before January 1, 2025.

The minimum billing increment of time to be billed by the attorney performing services shall be one-tenth of any hour. Communications by telephone or by e-mail shall be billed at no less than three-tenths of an hour; written correspondence shall be billed at no less than five-tenths of an hour.

COSTS AND EXPENSES: In the course of providing legal services for the Client, the Firm may incur costs and expenses. The Client agrees to pay for all costs, disbursements, and expenses in addition to the hourly fees set forth in this Agreement. Such costs and expenses may include, but are limited to, fees fixed by law or assessed by third parties, such as public agencies (including fees imposed by the courts or administrative agencies for such items as recording or certifying documents, and filing fees); process servers; couriers, messengers, overnight delivery, and other delivery fees; witnesses and expert witnesses; court reporters; postage; document fees; and photocopying and other reproduction costs. These expenses may also include, but are not limited to, charges for electronic legal research, transcripts, and investigations. The Firm shall bill the Client for such costs as they are accrued or forward the invoices for such services to the Client for direct payment to a third party.

BILLING: The Firm shall submit hourly rate billings on a monthly basis. All billings shall be due and payable in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

CONFLICTS: Whenever the Firm shall report to the Client that it has a conflict of interest with respect to any matter, the Client shall either appoint a special counsel to represent the Client at its expense in connection with such matter or waive the conflict and direct the Firm to represent the Client notwithstanding the conflict. Any waiver of a conflict, or possibility of conflict, or appearance of conflict shall be made by and with the approval of the Board. However, it shall not constitute a breach of this Agreement for the Firm to decline to represent the Client on any matter which the Firm has a conflict of interest which cannot be waived under the applicable standards of legal ethics, the Code of Professional Responsibility adopted by the Illinois Supreme Court, or rules of any court in which the matter may be pending, and which the Firm cannot eliminate or avoid at such time.

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

Mr. Jason Bielawski
March 18, 2022
Page 3

ACKNOWLEDGEMENT: This Agreement sets out the entire agreement and understanding between the Client and the Firm with respect to the representation and supersedes and cancels any prior communications, understandings and agreements, both written and verbal, between the parties with respect to this Agreement.

Please indicate your acceptance of the above understanding and terms of this Agreement by signing below. The Firm appreciates the opportunity to provide legal services to the VILLAGE OF ROSELLE and looks forward to working with you.

Very truly yours,

OTTOSEN DINOLFO HASENBALG & CASTLADO, LTD.



Karl R. Ottosen *hub*

TERMS OF ENGAGEMENT LETTER APPROVED: This Legal Services Engagement Letter correctly sets forth the understanding of the VILLAGE OF ROSELLE.

Date: _____

By: _____

Print: _____

Title: _____

RESOLUTION NO. 2022-

A RESOLUTION RETAINING KLEIN, THORPE AND JENKINS AS SPECIAL COUNSEL FOR ECONOMIC DEVELOPMENT RELATED MATTERS

WHEREAS, on November 8, 2021, the Village issued a request for qualifications (“RFQ”) for the providing of legal services to the Village; and

WHEREAS, the Village received thirteen responses to the RFQ; and

WHEREAS, after review and consideration of the responses received; the Mayor has determined Klein, Thorpe and Jenkins as the most appropriate to advise and represent the Village on special matters and/or assist the Village Attorney as special counsel for economic development related matters; and

WHEREAS, in accordance with Section 2-126 of the Village of Roselle Code of Ordinances, the Mayor may retain special counsel with the consent of the Board of Trustees; and

WHEREAS, the Mayor retains Klein, Thorpe and Jenkins as special counsel under the terms and conditions set forth in the Klein, Thorpe and Jenkins engagement letter attached to this Resolution as Exhibit A (“Engagement Letter”); and

NOW THEREFORE, the Mayor has determined that it will serve and be in the best interests of the Village of Roselle and its residents to retain Klein, Thorpe and Jenkins as special counsel for economic development and that:

- (a) The foregoing recitals are incorporated into this Resolution in their entirety as if fully set forth.
- (b) In accordance with and pursuant to Section 2-126 of the Village of Roselle Code of Ordinances, the Board of Trustees hereby provide their consent to the Mayor retaining Klein, Thorpe and Jenkins as special counsel for economic development related matters.
- (c) The Board of Trustees hereby consent to the Mayor executing the Engagement Letter set forth as Exhibit A.

AYES:
NAYS:
ABSENT:

David Pileski, Mayor

Patricia Burns, Village Clerk

KTJ

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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

DD 312 984 6462
jaguisinger@ktjlaw.com

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

www.ktjlaw.com

April 6, 2022

VIA E-MAIL ONLY

Jason Bielawski, Village Administrator
Village of Roselle
31 South Prospect Street
Roselle, Illinois 60172

**Re: Engagement Letter and Fee Agreement for Representation of the
Village of Roselle in Economic Development Matters and Other
Matters Referred to Us from Time to Time**

Dear Mr. Bielawski:

On behalf of Klein, Thorpe and Jenkins, Ltd., thank you for the opportunity to submit this engagement letter to provide the Village of Roselle ("Village") with legal services regarding economic development matters and other matters referred to us from time to time.

Our firm will bill you for our professional services based on the time we spend working on matters referred to us in tenth (0.10) of an hour increments. Our rate for partners is \$265 per hour, \$235 per hour for associates, \$155 per hour for paralegals and \$135 per hour for law clerks. Our rates will be adjusted from time to time. We may ask the Village to directly pay any expenses in excess of \$100.

We will render monthly billing statements to you indicating the current status of your account, both for services rendered and for costs incurred on your behalf. 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 you 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 the enclosed Fee Agreement and contact either of us should you have any questions. If acceptable, please sign and date the Fee Agreement and return the same to us, and we will return a fully executed copy to you.

If you have any questions, please feel free to contact Jason at (312) 984-6462 or Greg at (312) 984-6436.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

A handwritten signature in black ink, appearing to read "J. Guisinger".

Jason A. Guisinger

Enclosure (Fee Agreement)

FEE AGREEMENT


The undersigned, Village Administrator Jason Bielawski, having first been duly authorized by the Village President and Board of Trustees of the Village of Roselle ("Village"), has reviewed the Engagement Letter from the law firm of Klein, Thorpe and Jenkins, Ltd. ("KTJ") dated April 6, 2022, 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 Roselle

By: _____
Jason Bielawski, Village Administrator

Date: April __, 2022

Klein, Thorpe and Jenkins, Ltd.

By: 
Jason A. Guisinger

Date: April 6, 2022