



# Agenda Item Executive Summary

Item Name Professional Services Agreement Law Firm of Ancel Glink, PC Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	\$252,000
List what fund	General Fund		
EXECUTIVE SUMMARY			
Professional Service agreement for fiscal year 2023/24 for Ancel Glink, PC (Village Attorney). This will be the first year for the firm to provide legal services as the Village Attorney. The firm will be represented by Kurt Asprooth.			
ATTACHMENTS (PLEASE LIST)			
Memo Resolution Agreement			
ACTION REQUESTED			

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move the passage of Resolution 2023-\_\_\_\_\_, "A Resolution Approving the Professional Services Agreement dated May 2, 2023 between the Village of Bartlett and Ancel Glink, a Professional Corporation."

Staff: Todd Dowden, Finance Director Date: April 24, 2023

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**BRYAN E. MRAZ**  
BEM@MRAZLAW.COM

DAVID W. GULLION  
ASSOCIATE  
DWG@MRAZLAW.COM

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MEMORANDUM

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TO: President and Board of Trustees of the Village of Bartlett  
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz, Village Attorney

DATE: April 25, 2023

RE: Village Attorney Appointment

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On April 18, 2023, the Village Board voted by a margin of 4 to 2 to consent to President Wallace's appointment of Ancel Glink as Village Attorney commencing May 2, 2023. Ancel Glink has submitted an engagement letter dated May 2, 2023, which is included in the Board Packet, that upon approval and acceptance by the Village corporate authorities on May 2<sup>nd</sup> will become the professional services agreement between Ancel Glink, a Professional Corporation (the "Firm" or "Ancel Glink, P.C."), and the Village of Bartlett (the "Professional Services Agreement"). It sets forth the scope of representation as to all corporate and other legal matters as referenced in the Firm's February 13, 2023 response to the Village's request for qualifications and proposals for legal services; the term which provides that either party, i.e., the Village or Ancel Glink, P.C. can terminate the Professional Services Agreement at any time for any reason by written notice; and lists who will be responsible for overseeing all Village legal work to be Kurt Asprooth to serve as Village Attorney and as the point of contact, backed up by his partners at Ancel Glink, P.C., Julie Tappendorf and Adam Simon. The Professional Services Agreement is signed by Kurt Asprooth, a partner in the Firm, and by Julie Tappendorf, an equity partner/shareholder and member of the Firm's management committee.

Also included in your Board packet is a Unanimous Written Consent of All of the Shareholders of Ancel Glink, P.C., which authorizes and approves of Kurt Asprooth, one of the Firm's partners, to take the Oath of Office for Village Attorney on behalf of the Firm, and sign the Professional Services Agreement on behalf of the Firm.

The Bartlett Municipal Code ("BMC") in Title1, Chapter 8, Article B, Section 1-8B-1 creates the office of Village Attorney, an executive office of the Village, to be appointed

by the Village President with the advice and consent of the Board to serve a term of one (1) year. That Section of the BMC does not limit the appointment to a single person, or put another way, does not preclude the appointment of a law firm (as opposed to an individual) to the office of Village Attorney for the Village of Bartlett. As with most, if not all, of the other municipalities which the Firm represents throughout the State of Illinois, it is Ancel Glink, P.C. that is appointed as the village attorney, city attorney, or corporation counsel, and not an individual partner within the Firm.

Also, despite the one year term listed in Section 1-8B-1 of the BMC for the Village Attorney, under Illinois law, and as provided in Section 1-8-3:A of the BMC applicable to all Village of Bartlett officers, every appointed officer serves until the last to occur of May 1 following the appointment or until a successor is named and qualified. In practice the Village reappoints its officers and approves of service agreements with the officers that are independent contractors each year at the first meeting in May, but could choose not to do so as to any officer/independent contractor, including the Village Attorney. Thus, the termination provision in the Professional Services Agreement with the Firm that allows the Village to terminate the contract at any time is consistent with that, and affords the Village greater flexibility to terminate the agreement earlier, i.e., in less than one year upon written notice, provided the Village also complies with the general Removal of Officers provisions set forth in Section 1-8-10 of the BMC if it decided to remove the Firm as Village Attorney prior to end of the initial one (1) year term, or before the end of a subsequent one (1) year renewal term should the Village decide to discontinue the relationship.

Accordingly, I recommend the Village enter into the Professional Services Agreement with Ancel Glink, P.C.

**MOTION:**

I move the passage of Resolution 2023-\_\_\_\_\_, "A Resolution Approving the Professional Services Agreement dated May 2, 2023 between the Village of Bartlett and Ancel Glink, a Professional Corporation."

**RESOLUTION 2023 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT  
AND ANCEL GLINK, A PROFESSIONAL CORPORATION**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Engagement Letter/Professional Services Agreement dated May 2, 2023, between Ancel Glink, a Professional Corporation, and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 2, 2023

APPROVED: May 2, 2023

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - \_\_\_\_\_ enacted on May 2, 2023, and approved on May 2, 2023, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



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May 2, 2023

Kevin Wallace  
Village President  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

**Re: Village Attorney Services for the Village of Bartlett**

Dear President Wallace:

Ancel Glink is honored and greatly appreciates the opportunity to provide legal services to the Village of Bartlett as the Village Attorney. This letter will serve to memorialize the terms of our engagement so we all have a clear understanding of our relationship:

1. **Client; Scope of Representation.** Our client in this matter will be the Village of Bartlett (the "*Village*"). The scope of our engagement will be to represent the Village relative to all corporate and other legal matters, as more fully described in the Ancel Glink's February 13, 2023, Response to the Village's Request for Qualifications for Legal Services. The Village may limit or expand the scope of our representation from time to time.

2. **Term of Engagement.** Either Party may terminate the engagement at any time for any reason by written notice, subject on Ancel Glink's part to applicable rules of professional responsibility. Following such termination, any otherwise non-public information the Village has supplied to the firm which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, the Village wishes to have any documents delivered to its offices, please advise us. Otherwise, all such documents will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us, absent contrary instructions from you. Ancel Glink maintains professional malpractice and liability insurance with primary limits of \$5,000,000 for each claim and in the aggregate, and excess limits up to an additional \$10,000,000. Ancel Glink will maintain these policies at all times while serving as the Village Attorney.

3. **Key Personnel.** Kurt Asprooth would lead our team, serve as the Village Attorney and the primary point of contact, and be responsible for overseeing all Village legal work. Kurt will be available to attend the weekly Village Staff meetings, the Village Board meetings each month, meetings of the Planning & Zoning Commission as requested, and other meetings as directed by the Board or the Village Administrator.

Kurt is a partner at Ancel Glink and has worked with local governments for his entire legal career. Kurt's practice focuses all aspects of municipal law, including zoning and land use matters, economic development, public contracting requirements, compliance with the Open Meetings Act and FOIA, and all other issues municipalities face on a day-to-day basis. Kurt also regularly defends municipalities in court, with a focus on land use and zoning disputes. Kurt currently serves as one of the City Attorneys for the City of Lake Forest, one of the Village Attorneys for the Village of Gilberts, and the Village Attorney for the Village of Wadsworth, in addition to working with numerous other municipalities. Kurt has also worked with Bartlett on numerous projects as special counsel over the past several years, beginning in 2018 with the acquisition of the former "Lucky Jacks" property that paved the way for the new MORE Brewery in downtown Bartlett. Not only has Kurt worked with Bartlett for several years, Kurt also grew up in Bartlett, attended Bartlett public schools, and considers Bartlett his hometown.

Julie Tappendorf, an equity partner and member of Ancel Glink's management committee, will also work with the Village and serve as Kurt's back-up on Village matters. Julie co-chairs Ancel Glink's land use practice group and regularly counsels local government clients on a variety of matters, including the Open Meetings Act, Freedom of Information Act, land use, social media, and general corporate matters. Julie currently serves as Village Attorney to the Villages of Glenview, Gilberts, and Lindenhurst and City Attorney to the Cities of Lake Forest and Park Ridge. She regularly advises other municipalities and units of government on a wide variety of legal issues.

Adam Simon is a partner with Ancel Glink and will work with Julie and Kurt on Village matters. Adam's practice focuses on a variety of areas, with extensive expertise in public finance, zoning and economic development, real estate law, and telecommunications. Adam combines his experience in economic development and public finance to counsel municipalities on public private partnerships which leverage public financing and private investment to create new public improvements and enhance economic development opportunities. He has helped to organize special service areas, business redevelopment districts and tax increment financing (TIF) districts.

Other attorneys will be available on an as-needed basis to assist Kurt, Julie, and Adam, particularly where their experience and expertise is best-suited for a particular legal matter.

**4. Fees and Expenses.** Our fees are determined based on time spent providing services to the Village by our professional staff at each person's applicable hourly billing rate. Our schedule of hourly billing rates is based upon years of experience, specialization and training and practice, and level of professional attainment. The rates that will apply to our work are as follows:

- Partners: \$235 / hour
- Associates/of Counsel: \$220 / hour
- Paralegals: \$130 / hour

These billing rates will be applicable through April 30, 2024, after which our billing rates are subject to annual increases. Any expenses, disbursements and other charges incurred on the

ANCEL GLINK  
May 2, 2023  
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Village's behalf will be billed to the Village in addition to our charges for professional services in accordance with our regularly established procedures. We will bill you for travel time limited to no more than one hour each way. The Village will be responsible for the payment of all directly incurred costs (including the fees of any experts who may be hired to assist in this engagement). We will, of course, consult with you before the hiring of any experts. We may ask you either to pay or reimburse certain vendors directly, or advance to us those sums prior to our expenditure.

On our invoices, all of our time and expenses are fully itemized and documented. Our time is billed in quarter-hour increments. Each monthly bill for services includes the initials of the individual performing the assigned task, the date on which the work was performed, a description of the work and the amount of time spent completing the assignment.

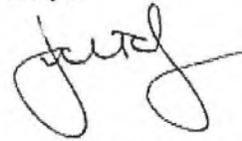
We are so pleased to have this opportunity to continue to be of service to the Village. If you are in agreement with the above, please sign the enclosed copy of this letter in the space provided below and return it to the undersigned.

Sincerely,



Kurt S. Asprooth

Sincerely,



Julie A. Tappendorf

**ACCEPTED:**

\_\_\_\_\_  
Village of Bartlett

\_\_\_\_\_  
Kevin Wallace, Village President

Date: \_\_\_\_\_, 2023

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF  
THE SHAREHOLDERS  
OF  
ANCEL GLINK, PC  
IN LIEU OF A MEETING**

**April 20, 2023**

The undersigned, constituting all of the shareholders of Ancel Glink, PC (the "Firm"), acting by unanimous written consent in lieu of a meeting, do hereby make the following recitals and adopt the following resolutions:

**WHEREAS**, the Firm, through its attorneys and personnel, provides comprehensive legal services to its various clients, including but not limited to units of local government; and

**WHEREAS**, the Village of Bartlett has selected the Firm to serve as its Corporate Counsel and Village Attorney; and

**WHEREAS**, the Firm will be represented in its relationship with and service to the Village of Bartlett by Kurt Asprooth, a licensed attorney and partner in the Firm; and

**WHEREAS**, pursuant to the Village of Bartlett Code of Ordinances, the Village Attorney is to take the Oath of Office for said Office of Village Attorney; and

**WHEREAS**, the Shareholders deem it advisable and in the best interest of the Firm and the Village of Bartlett to authorize and approve Kurt Asprooth to take the Oath of Office on behalf of the Firm so that the full faith, credit, resources and talents of the Firm are pledged to the faithful service of the Village of Bartlett.

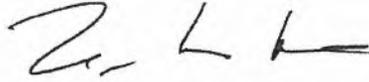
**NOW, THEREFORE, BE IT RESOLVED**, that Kurt Asprooth is hereby authorized and directed to take the Oath of Office for the Village Attorney for the Village of Bartlett for and on behalf of Ancel Glink, PC.

**RESOLVED FURTHER**, that Kurt Asprooth is authorized and directed to do any and all other or further things, and to execute any and all other or further documents, all in the name and on behalf of the Firm, as he, acting in his discretion, may deem necessary, desirable or appropriate to effectuate the purposes of the foregoing resolution.

**RESOLVED FURTHER**, that this Action by Unanimous Written Consent be filed with the minutes of the proceedings of the Firm.

/signature page to follow/

**IN WITNESS WHEREOF**, the undersigned have executed this Action by Unanimous Written Consent as of the date first set forth above.



**Thomas DiCianni**



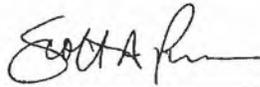
**Keri-Lynn Krafthefer**



**Derke Price**



**Julie Tappendorf**



**Scott Puma**



**Margaret Kostopulos**



**David Silverman**