



Agenda Item Executive Summary

Item Name Professional Services Agreement Bryan E. Mraz & Associates, P.C. Committee or Board Board

BUDGET IMPACT			
Amount:	\$260,000	Budgeted	\$260,000
List what fund	General Fund		
EXECUTIVE SUMMARY			
Professional Service agreement for Bryan Mraz. Includes a \$5.00 increase in the hourly rate for attorney. Last increase was in 2014. No other rate changes are proposed.			
ATTACHMENTS (PLEASE LIST)			
Finance Department Memo Resolution Agreement			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2019-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.

Staff: Todd Dowden, Finance Director

Date: April 29, 2019

Village of Bartlett
Finance Department Memo
2019-07

DATE: April 29, 2019

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Professional Services Agreement Bryan E. Mraz and Associates (Village Attorney)

Attached is the proposed professional services agreement for fiscal year 2019/20 for Bryan E. Mraz and Associates (Village Attorney). The terms of the agreement include an increase of \$5.00 per hour for attorney rates with no change to the associate rates. The last increase for attorney rates was in 2014 and for associate rates was in 2011.

MOTION: I move to approve Resolution 2019-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.

RESOLUTION 2019 - _____

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND BRYAN E. MRAZ & ASSOCIATES, P.C.**

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 Professional Service Agreement dated May 1, 2019, between Bryan E. Mraz & Associates, P.C. 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 7, 2019

APPROVED: May 7, 2019

Kevin Wallace, Village President

ATTEST:

Lorna Giless, 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 2019 - _____ enacted on May 7, 2019, and approved on May 7, 2019, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

Law Offices of

BRYAN E. MRAZ & ASSOCIATES, P.C.

111 EAST IRVING PARK ROAD • ROSELLE, ILLINOIS 60172-2070 • PHONE (630) 529-2541
FAX (630) 529-2019

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

March 19, 2019

President and Board of Trustees
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

RE: Professional Services Agreement for Fiscal Year 2019-2020

Dear President Wallace and Board of Trustees:

Enclosed please find a Professional Service Agreement between the undersigned as Village Attorney and the Village of Bartlett for the fiscal year 2019-2020.

I am proposing an increase of \$5.00 in the hourly rates charged for my time, and no increase in the hourly rates for my associate's time. This amounts to an increase of between 2.12% and 2.63% as shown on the attached description. This is the first proposed increase in my hourly rates since 2014. The hourly rates for my associate's time remain the same as they have been since 2011.

The other terms of the Agreement are the same as those approved in the past.

Very truly yours,



Bryan E. Mraz

BEM/amk
enclosure

Description of Work

Hourly Rates
Percentage Increase

	BEM	Associate	
For attendance at Village Board and Committee meetings and staff meetings, drafting Village ordinances, intergovernmental agreements and other contracts, except "Development Activities":	\$200.00	\$170.00	2.56%
For court appearances in ordinary matters:	200.00	170.00	2.56%
For drafting pleading, research, briefs and preparation of ordinary litigation matters:	195.00	170.00	2.63%
For special activities (e.g., Villa Olivia covenants), annexation, disconnection, condemnation and boundary line and zoning litigation, including all meetings, research, pleadings, briefs, preparation, discovery, court appearances and drafting settlement agreements in connection with such special activities:	210.00	170.00	2.44%
For drafting annexation agreements and ordinances annexing territory, rezoning property, approving PUDs and other special uses, granting variations, approving subdivision plats and developer negotiations ("Development Activities"):	240.00	170.00	2.12%
For services in connection with the issuance of general obligation bonds, the lesser of (i) 1% of the bond issue, or (ii) the following hourly rates plus a flat fee of 0.20%:	210.00	170.00	2.44%
For services in connection with the issuance of industrial revenue bonds, TIF revenue bonds, special service area bonds and bonds other than general obligation bonds, and/or developer notes at the following hourly rates. In addition, if the Village attorney is called upon to issue a written opinion to bond counsel, lender/underwriter and/or other third parties, the following additional flat fee will be charged to and paid by the developer as a cost of issuance as follows: \$0 - \$1,000,000: \$10,000 \$1,000,001 - \$5,000,000: \$12,500 plus .25% of the amount over \$1,000,000 \$5,000,001 - \$10,000,000: \$15,000 plus .15% of the amount over \$5,000,000 \$10,000,000: 0 plus .20% of the amount over \$10,000,000.	240.00	170.00	2.12%

PROFESSIONAL SERVICE AGREEMENT

Made and entered at Bartlett, Illinois, as of May 1, 2019, by and between the VILLAGE OF BARTLETT, Cook, DuPage and Kane Counties, Illinois (the "Village") and the LAW OFFICES OF BRYAN E. MRAZ & ASSOCIATES, P.C., 111 East Irving Park Road, Roselle, Illinois, 60172 (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village has appointed Bryan E. Mraz as its Village Attorney and said attorney is a principal in the Firm; and

WHEREAS, the Village desires to engage the services of the Attorneys to furnish legal services to the President and Board of Trustees of the Village, and the Attorneys are willing to furnish legal services to the President and Board of Trustees of the Village, at the rates hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. Scope of Services

The Attorneys agree to furnish to the Village in a competent and professional manner those legal services customarily provided by village attorneys, including, without limitation, attendance at regular Village Board meetings and those special Village Board meetings and committee meetings which the Attorney is requested to attend, attendance at such Zoning Board and Plan Commission meetings as the Attorney is requested to attend, consultation with the Village President and Trustees, consultation with the Village Administrator and staff members, drafting of ordinances, agreements and other documents, and handling of litigation, including administrative hearings as assigned by the Village, and such duties as are imposed upon the Village Attorney under the Village Municipal Code.

2. Changes.

The Village may, from time to time, request changes in the scope of the legal services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village and the Attorneys, shall be incorporated in written amendments to this Agreement.

3. Compensation. It is agreed that the Village will pay for the legal services of Bryan E. Mraz ("BEM"), principal of the Firm, and any associate of the Firm, at the following hourly rates:

<u>Description of Work</u>	<u>Hourly Rates</u>	
	BEM	Associate
For attendance at Village Board and Committee meetings and staff meetings, drafting Village ordinances, intergovernmental agreements and other contracts, except "Development Activities":	\$200.00	\$170.00
For court appearances in ordinary matters:	200.00	170.00
For drafting pleading, research, briefs and preparation of ordinary litigation matters:	195.00	170.00
For special activities (e.g., Villa Olivia covenants), annexation, disconnection, condemnation and boundary line and zoning litigation, including all meetings, research, pleadings, briefs, preparation, discovery, court appearances and drafting settlement agreements in connection with such special activities:	210.00	170.00
For drafting annexation agreements and ordinances annexing territory, rezoning property, approving PUDs and other special uses, granting variations, approving subdivision plats and developer negotiations ("Development Activities"):	240.00	170.00
For services in connection with the issuance of general obligation bonds, the lesser of (i) 1% of the bond issue, or (ii) the following hourly rates plus a flat fee of 0.20%:	210.00	170.00
For services in connection with the issuance of industrial revenue bonds, TIF revenue bonds, special service area bonds and bonds other than general obligation bonds, and/or developer notes at the following hourly rates. In addition, if the Village attorney is called upon to issue a written opinion to bond counsel, lender/underwriter and/or other third parties, the following additional flat fee will be charged to and paid by the developer as a cost of issuance as follows:	240.00	170.00
\$0 - \$1,000,000: \$10,000		
\$1,000,001 - \$5,000,000: \$12,500 plus .25% of the amount over \$1,000,000		
\$5,000,001 - \$10,000,000: \$15,000 plus .15% of the amount over \$5,000,000		
\$10,000,000: 0 plus .20% of the amount over \$10,000,000.		

The Firm shall also be reimbursed for directly related expenses (the "Additional Expenses") such as travel (\$0.29 per mile for automobile), reproduction, copying, courier services, subcontractors, etc.

4. Method of Payment.

The Attorneys shall submit a detailed invoice specifying the time spent by each attorney in the Firm on various projects for the Village and a summary of all Additional Expenses during the current billing period.

5. Billing Disputes.

In the event the Village President or any member or members of the Village Board have any questions with respect to the Firm's invoice, the Village may withhold payment and request that the attorney or attorneys responsible for the work or bill that is being questioned to be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any of the Village Trustees or the Village Administrator may have with respect thereto.

6. Time of Performance.

The services of the attorney will begin May 1, 2019, and shall continue through April 30, 2020, unless sooner terminated by either party.

7. Termination.

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the Attorneys, or any of them, under this Agreement shall at the option of the Village become its property, provided it pays for the cost of copying said documents and furnishes a copy thereof to the Attorneys.

8. Insurance.

The Firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Business Automobile and Professional Liability Insurance coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$2,000,000.00
Product-Completed Operation	2,000,000.00
Each Occurrence Limit	1,000,000.00
Medical Expense Limit	5,000.00
Fire Damage (any one fire)	50,000.00

Business Automobile

Combined Single Limits (each accident)	\$1,000,000.00
Auto Medical Payments	5,000.00
Uninsured Motorist	1,000,000.00

Professional Liability

Each Claim	\$500,000.00
Aggregate	500,000.00

The Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect within ten (10) days of a request for such documentation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

VILLAGE OF BARTLETT

By: _____
Kevin Wallace,
Village President

Attest:

Lorna Giles, Village Clerk

BRYAN E. MRAZ & ASSOCIATES, P.C.

By: 
Bryan E. Mraz