

OSWEGO TOWNSHIP

RESOLUTION NO. 2025-12

**A RESOLUTION REPEALING RESOLUTION NO. 2025-06
AND APPOINTING LEGAL COUNSEL FOR THE TOWNSHIP**

**ADOPTED BY
THE BOARD OF TRUSTEES
OF THE
OSWEGO TOWNSHIP**

This 19th day of May 2025

RESOLUTION NO. 2025-12

A RESOLUTION REPEALING RESOLUTION NO. 2025-06 AND APPOINTING LEGAL COUNSEL FOR OSWEGO TOWNSHIP

WHEREAS, the Township of Oswego, Kendall County, Illinois (the "Township") is a township duly organized under the laws of the State of Illinois, including the Illinois Township Code, and a unit of local government as defined in Section 1 of Article VII of the Illinois Constitution; and

WHEREAS, the Township Supervisor, with the advice and consent of the Township Board of Trustees, may appoint and set the compensation of legal counsel for the Township (60 ILCS 1/70-37; 100-5); and

WHEREAS, the Township Board of Trustees may appoint and provide compensation for separate legal counsel for the Oswego Township Road District, with the consent of the Township Highway Commissioner (60 ILCS 1/100-5); and

WHEREAS, on February 11, 2025, the Township Board adopted Resolution No. 2025-06, appointing Ancel Glink, P.C. as legal counsel to the Township Highway Commissioner and Road District; and

WHEREAS, the Township Supervisor and Board of Trustees have determined it is in the best fiscal and legal interests of Township and the Township Road District to appoint one attorney to serve both the Township and the Road District; and

WHEREAS, the law firm of Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. ("ODHC") has provided an engagement letter to the Township Supervisor and Board of Trustees (the "Engagement Letter"); and

WHEREAS, the Township Supervisor and Board of Trustees find the scope of services and fees proposed in the Engagement Letter to be reasonable and adequate, and therefore desire to appoint ODHC as attorney for both Oswego Township and the Oswego Township Road District.

THEREFORE, BE IT RESOLVED by the Board of Trustees of Oswego Township, Kendall County, Illinois, as follows:

SECTION ONE: That the foregoing recitals are true and correct and are incorporated here by reference.

SECTION TWO: Resolution No. 2025-06, adopted February 11, 2025, is hereby repealed in its entirety.

SECTION THREE: In accordance with Section 70-37 of the Township Code (60 ILCS 1/70-37), the Township Supervisor, with the advice and consent of the Township Board of Trustees, hereby appoints Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. as attorneys for the Township and Oswego Township Road District, pursuant to the provisions of the Engagement Letter, attached hereto as *Exhibit A*. The Supervisor is authorized and directed to execute the Engagement Letter on behalf of the Township.


SECTION FOUR: This Resolution shall be in full force and effect upon adoption.

APPROVED this 19th day of May 2025 by the following roll call vote:

Trustee Bush	<u>No</u>
Trustee Selmer	<u>Yes</u>
Supervisor LeClerc	<u>Yes</u>

Trustee Sawicki	<u>Abstain</u>
Trustee Steinbach	<u>Yes</u>

OSWEGO TOWNSHIP



Brian LeClerc, Supervisor

ATTEST:



Nathan Brown, Clerk

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

CLERK'S CERTIFICATE

I, Nathan Brown, the duly qualified and acting Clerk of Oswego Township, Kendall County, Illinois, do hereby certify that attached hereto is a true and correct copy of a resolution entitled:

RESOLUTION NO. 2025-12

**A RESOLUTION REPEALING RESOLUTION NO. 2025-06
AND APPOINTING LEGAL COUNSEL FOR THE TOWNSHIP**

which resolution was duly adopted by the Board of Trustees of Oswego Township at a regular meeting held on the 19th of May 2025.

I do further certify that a quorum of the Board of Trustees was present at said meeting, and that the Township complied with all applicable requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of May 2025.



Clerk, Oswego Township



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

May 1, 2025

Oswego Township
Brian LeClercq, Supervisor
99 Boulder Hill Pass
Montgomery, IL 60538

RE: Engagement Letter for Legal Services

The Law Firm of Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. is pleased to confirm our understanding of the terms and objectives of our engagement, and the nature and the limitations of the legal services the Firm's attorneys will provide, for the Oswego Township and the Oswego Township Road District.

CLIENT: The client for purposes of this Agreement will be the Oswego Township and the Oswego Township Road District (collectively, "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 for the Client. While serving as legal counsel, the Firm shall represent the Client in all legal matters and shall be responsible to attend to various miscellaneous 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; however, any expansion or limitation must be confirmed in writing by the Client to the Firm.

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 May 19, 2025. Either the Client, or the Firm may terminate the Firm's engagement at any time for any reason with 30 days' 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.

Page 2
May 1, 2025

PERSONNEL: Karl R. Ottosen will be the principal attorney responsible for handling the legal services for the Client with primary assistance from attorney Megan Lamb. The Firm shall have reasonable discretion to delegate portions of the legal work and responsibilities to other attorneys and 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 and with 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 are as follows:

Rates effective May 19, 2025

General Municipal

Attorney - \$260.00
Law Clerk - \$170.00
Paralegal - \$160.00

Labor and Employment

Attorney - \$300.00
Law Clerk - \$170.00
Paralegal - \$160.00

The above rates shall be effective through March 31, 2027. Effective April 1, 2027 the rates will be subject to a 5% increase, and on April 1, 2028, will be increased by an additional 5% unless otherwise agreed to by the parties.

The minimum billing increment of time to be billed by the attorney performing services shall be one-tenth of any hour. Communications by telephone, e-mail or messaging shall be billed at no less than three-tenths of an hour; substantive 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; IME physicians and related medical testing; 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 billings monthly. All billings shall be due and payable in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Page 3
May 1, 2025

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 Client. 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.

INFORMATION PROTECTION: The Firm acknowledges that, pursuant to Section 45(b) of the Illinois Personal Information Protection Act (815 ILCS 530/45(b)), it is obligated to implement and maintain reasonable security measures to protect personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

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 Township and looks forward to working with you.

Very truly yours,


OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD.



KARL R. OTTOSEN

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

Date: 05/19/2025

By: 
Brian LeClerc
Township Supervisor