



BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: SCOTT KOEPPPEL, VILLAGE ADMINISTRATOR

SUBJECT: **RESOLUTION** APPROVING ENGAGEMENT LETTER WITH GWMW

AGENDA: 8/19/2025

DATE: 8/1/2025

ISSUE

Shall the Village Board approve a Resolution authorizing the Village President to sign a letter of engagement with Griffin Williams McMahon & Walsh (GWMW) to represent the Village in the litigation filed by Kaneland School District 302.

DISCUSSION

On June 30, 2025, the Village of Sugar Grove was served a summons with case number 2025MR000266. The case was filed by Kaneland School District 302. The Village Attorney and the attorney for Sugar Grove LLC interviewed potential firms to represent the Village in the litigation. Both parties recommend Richard Williams and his firm GWMW.

The Annexation Agreement between the Village of Sugar Grove and Sugar Grove LLC has sections relevant to this type of litigation.

12.6 Litigation.

The Village agrees to cooperate with Owner in the defense of any lawsuits or claims brought by any person or persons in regard to the following matters: i) this Agreement and the Exhibits thereto; ii) the annexation of the Property, or any part thereof; iii) the zoning of the Property; iv) any Final Plans for the Property; v) any challenge to the TIF District or any provision of the RDA; vi) any alleged procedural defects related to any of the foregoing; and (v) any suit for condemnation for all or any portion of the Property (brought by any other governmental body). To the extent that Village's cooperation results in any third-party expenses or costs to the Village, the Owner shall reimburse the Village for such costs.

12.6.1 Choice of Counsel.

In the event of any such lawsuit naming the Village as a party, the Owner may elect to appear and defend the litigation on behalf of the Village in which case the Owner

and the Village shall, by mutual agreement, choose an attorney or attorneys to represent the Village in the case. In the alternative, the Owner may tender the defense of the matters to the Village, in which case the Owner and the Village shall by mutual agreement choose an attorney or attorneys to represent the Village in the case ("Litigation Counsel"). In either event, the Owner shall reimburse the Village for the costs incurred by the Village in such defense, including, but not limited to, costs related to investigation, expert witness fees, and reasonable attorneys' fees. Owner shall establish an escrow suitable to Village to cover such costs which shall be funded quarterly in such amounts as the Litigation Counsel shall reasonably deem necessary to cover such costs for the next calendar quarter.

COST

All third-party costs will be reimbursed by the owner (Sugar Grove LLC).

ATTACHMENTS

Engagement letter from GWMW

Resolution authorizing the Village President to sign the engagement letter.

RECOMMENDATION

GWMW is a well-respected local firm and staff recommends approving the resolution.



VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS

RESOLUTION NO. 20250819 AD3

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SIGN AN ENGAGEMENT LETTER WITH GRIFFIN, WILLIAMS, MCMAHON & WALSH LLC (GWMW)

WHEREAS, the Board of Education of Kaneland Community Unit School District No. 302 filed litigation in Kane County against the Village of Sugar Grove, and;

WHEREAS, it is in the best interest of the Village to retain legal counsel, and;

WHEREAS, the Village Attorney and the attorney for Sugar Grove LLC mutually recommend Richard Willams his firm GWMW, and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

The Village President is authorized to sign an engagement letter with Griffin Williams McMahon & Walsh (GWMW) LLC.

PASSED AND APPROVED by the President and the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 19th, day of August 2025.

Sue Stillwell, Village President

Tracey R. Conti, Village Clerk

BOARD VOTE:

	Aye	Nay	Absent	Abstain	Recuse
Trustee Heidi Lendi	_____	_____	_____	_____	_____
Trustee Matthew Bonnie	_____	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____	_____
Trustee Anthony Speciale	_____	_____	_____	_____	_____
Trustee Nora London	_____	_____	_____	_____	_____
Trustee Michael Roskopf	_____	_____	_____	_____	_____



*Attorneys and
Counselors at Law*

Richard L. Williams

Direct: 630. 457.1205
rwilliams@gwmwlaw.com

August 1, 2025

Hon. Sue Stillwell, Mayor
Village of Sugar Grove
160 S. Municipal Drive
Suite 110
Sugar Grove, IL 60554

**Re: Board of Education of Kaneland Community Unit School District No. 302 v.
Village of Sugar Grove
Kane County Case No. 2025-MR-000266 (the “Litigation”)**

Dear Mayor Stillwell:

Thank you for the opportunity to represent the Village of Sugar Grove (the “Village”) in connection with the above referenced Litigation. The purpose of this letter is to inform the Village of the scope and terms of our representation in this matter.

1. **Scope of Services.** This letter confirms that the Village has retained our law firm to perform legal services in connection with the defense of the above referenced Litigation and for no other purpose. We will work closely with the Village Attorney, and will take direction in the Litigation from the Corporate Authorities and the Village Attorney.

2. **Firm Personnel.** Patrick Griffin and I will be responsible for the supervision and handling of these matters, but the Village is engaging the firm and not any specific lawyer in our firm individually. As and when necessary, we will draw upon the talent and expertise of other lawyers, with whom we work with on various files. We may utilize paralegal staff to handle administrative tasks.

3. **Legal fees.** Work will be formed by us at the following rates:

Equity Partners:	\$350 per hour
Income Partners	\$300 per hour
Associates:	\$250 per hour
Paralegals and Law Clerks:	\$100 per hour

These rates are subject to periodic change at our discretion, but will not change more than once per year. The minimum billing unit is 2/10 of one hour, and time is billed in increments of 1/10 of one hour thereafter.

4. **Costs and Disbursements.** Disbursements may be advanced by us from time to time, but large disbursements will require advance payment. Photocopies are billed at \$.20 per page, and facsimile transmissions are billed at the rate of \$.25 per page. Postage, overnight courier, and other disbursements are billed at their standard rates. The Village will receive detailed statements of services rendered and disbursements advanced.

5. **Payment of Costs and Fees.** Pursuant to the Village's Annexation Agreement with Sugar Grove, LLC ("Developer"), the Developer is responsible for payment of the Village's costs and fees in connection with the Litigation. As such, our invoices for this matter will be submitted to the Village, which will pay such costs and expenses out of an escrow account to be funded and maintained by Developer. The Village may delay payment in the event the escrow balance is zero, but shall make reasonable efforts with Developer to replenish the escrow in a timely manner and remit payment upon such replenishment.

6. **Mutual Communication.** A solid attorney-client relationship is a two-way street. Lawyers need timely and complete cooperation and assistance from their clients just as clients need timely and complete cooperation and assistance from their lawyers.

We will therefore keep the Corporate Authorities, the Village Administrator and Village Attorney informed of the progress of this matter as it progresses and will provide monthly status reports. All reports and communications with the Corporate Authorities, Village Administrator, and Village Attorney are and will be subject to the attorney-client privilege, and will remain confidential. If the Village desires us to make sure that particular Village representatives are kept informed, please let us know so that we may make appropriate arrangements. In addition, please feel free to contact me at any time if you ever have questions about any aspect of our work on this matter. We will also assume that any direction given to us from the Village Attorney was as the direction and fully authorized by the Village.

We must also require, however, that the Village provide us with timely responses to requests for documentation and information that we may need to carry out our function as counsel and that client personnel be made available to meet with us notwithstanding their other duties. Please bear in mind that if we do not obtain such cooperation, the quality of our representation shall suffer and we may, in fact, feel constrained to withdraw from any further work.

Unless we hear otherwise from you in writing, we may use cellular telephones, facsimile transmissions, and unencrypted email as forms of media to communicate with you.

7. **Withdrawal.** Our engagement is conditioned upon the Village's full cooperation with our office in connection with the defense of the Litigation. We will have the right to terminate our representation of you if the Village does not cooperate with us, if a conflict of interest arises which would make our continued representation improper, if any conduct which is improper in light of the Illinois Code of Professional Responsibility is requested of us, or if we

are not paid promptly. The Village may terminate the attorney-client relationship at any time and for any reason. If we are terminated, we will give the Village a copy of our file the Village's new counsel upon payment for all outstanding services rendered and disbursements, including reproduction costs.

8. **No Guarantee of Fees, Costs or Results.** It is difficult to estimate, in advance, the amount of fees and costs that we will incur in connection with this matter. Please note that any statement or estimate about this subject that we have made is just that – an estimate – and not a commitment to a flat or fixed fee. Similarly, we make no representation as to any outcome in this matter, and thus cannot guarantee that the ultimate outcome will be consistent with your wishes.

9. **Binding and Entire Agreement.** This letter represents the entire agreement between the Village and our firm, and neither party is relying or is entitled to rely on any representation not expressly contained in this agreement.

If this letter reflects your understanding, please sign, date and return the enclosed duplicate copy of this letter to me. Please note that unless and until we hear from you to the contrary, we will assume that we are entitled to proceed under the terms of this letter. We reserve the right to delay commencement of work on this matter until you have signed and returned this letter to us and to cease work on this matter if you do not sign and return a copy to us within thirty (30) days. If you do not respond and we elect to provide work for you, our work will be governed by the terms of this letter.

We appreciate the opportunity to work with you and provide legal services. You are a valued client of our firm, and thank you for your confidence.

Very truly yours,

GRIFFIN WILLIAMS
MCMAHON & WALSH, LLP

By: _____
Richard L. Williams

cc: James Vasselli, Village Attorney

Agreed this ____ day of _____, 2025

Village of Sugar Grove

By Sue Stillwell, Mayor