

**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** SCOTT KOEPPPEL, VILLAGE ADMINISTRATOR  
**SUBJECT:** RESOLUTION: APPROVING AN ENGAGEMENT LETTER FOR  
LEGAL SERVICES WITH VASSELLI LAW  
**AGENDA:** FEBRUARY 4, 2025, REGULAR BOARD MEETING  
**DATE:** JANUARY 30, 2025

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**ISSUE**

Should the Village Board approve a Resolution authorizing an Engagement Letter for Legal Services – Counsel with Vasselli Law.

**DISCUSSION**

On the same Village Board agenda on February 4, 2025, the appointment of Vasselli Law as the new Village Attorney is up for consideration. Staff recommends an engagement letter detailing the terms and objectives of the new relationship between the Village and Vasselli Law.

While the agreement does not have a specific term, it can be terminated by either party with proper notice. James Vasselli will serve as the principal attorney for the Village of Sugar Grove. There is only one fee for all of the different attorneys at the firm. Vasselli Law will not charge the Village of Sugar Grove for routine travel time and expenses within our standard service area, including portal-to-portal travel. Billing rates may only be adjusted annually (the same provision was true with the previous Village Attorney).

**COST**

\$180.00 for lawyers and \$100.00 per hour for paralegals

**RECOMMENDATION**

The Village Board approves the engagement letter.



**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**RESOLUTION No. 20250204A1**

**RESOLUTION AUTHORIZING EXECUTION OF AN ENGAGEMENT LETTER  
BETWEEN VILLAGE OF SUGAR GROVE AND VASSELLI LAW FOR LEGAL  
SERVICES - COUNSEL**

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to enter into an agreement with Vasselli Law. for legal services and to execute the attached engagement letter; and

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

The Village President and Village Clerk are hereby authorized to execute said agreements on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois on this 4th day of February 2025.

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Jennifer Konen  
President of the Board of Trustees of  
the Village of Sugar Grove, Kane  
County, Illinois

ATTEST:

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Tracey Conti  
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____



January 28, 2025

*Via email to:* [skoeppel@sugargroveil.gov](mailto:skoeppel@sugargroveil.gov)

Village of Sugar Grove  
160 Municipal Drive, Suite 110  
Sugar Grove, IL 60554

Attn: Mr. Scott Koeppel, Village Administrator

**RE: Engagement Letter for Legal Services – Counsel**

The Law Firm of Vasselli Law, LLC is pleased to confirm our understanding of the terms and objectives of our engagement as Counsel for VILLAGE OF SUGAR GROVE.

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

**SCOPE:** The Client does hereby retain the law firm of Vasselli Law, LLC (the “Firm”), comprised of attorneys licensed to practice law in the State of Illinois, to serve as the legal counsel to the Client for legal matters as 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.

**PERSONNEL:** **James M. Vasselli** will be the principal attorney responsible for handling the legal services for the Client. 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.



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**FEES:** The Firm's hourly billing rates for attorneys providing the legal services provided hereunder shall be \$180.00 for lawyers and \$100.00 per hour for paralegals. The Firm's hourly billing rates for non-attorneys providing legal services hereunder shall be \$100.00 per hour. In the event there is public finance and matters where fees are being reimbursed, the fees will be determined on a case-by-case basis. The Firm may adjust these billing rates from time to time, on an annual basis.

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 one-tenth of an hour; written correspondence shall be billed at no less than one-tenth 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. Vasselli Law, LLC will not charge the Village of Sugar Grove for routine travel time and expenses within our standard service area, including portal-to-portal travel. However, for out-of-state travel or travel exceeding 200 miles one-way, reasonable travel costs, including mileage, lodging, and per diem expenses, will be billed to the Village at actual cost.

**BILLING:** The Firm shall submit hourly rate billings on a monthly basis for the hourly fee. Payment shall be remitted within 60 days of receipt of the Firm's invoice.

**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.



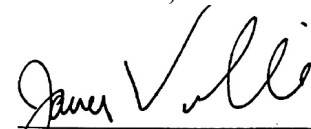
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**ACKNOWLEDGEMENT:** This Agreement sets out the entire agreement and understanding between the Client and the Firm with respect to the representation and supersedes and cancels any prior communications, understandings, and agreements, both written and verbal, between the parties with respect to this Agreement. The Client agrees that the Firm has made no promise or guarantees regarding the outcome of the Client's claim. The Client understands that the Firm will investigate the Client's claim and if, after such investigation, the claim does not appear to them to have merit, the Firm shall have the right to cancel this agreement and shall have the right to withdraw from any lawsuit by giving the Client notice by regular mail.

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 VILLAGE OF SUGAR GROVE and looks forward to working with you.

Very truly yours,

Vasselli Law, LLC

  
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James M. Vasselli, Esq.  
Managing Member  
Vasselli Law, LLC

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_