BOARD REPORT

TO:	VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM:	SCOTT KOEPPEL, VILLAGE ADMINISTRATOR Choose an item.
SUBJECT:	RESOLUTION: AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE AN ENGAGEMENT LETTER WITH ODELSON, MURPHEY, FRAZIER & MCGRATH, LTD. FOR SPECIAL COUNSEL SERVICES RELATED TO LEGISLATIVE AND CONFLICT MATTERS
AGENDA:	11/10/2026
DATE:	11/2/2026

ISSUE
Shall the Village Board authorize the Village Administrator to execute an agreement with OMFM for special counsel services?

DISCUSSION
This item was added to the agenda by two Trustees.

The Board recently adopted provisions establishing a framework for the retention of Special Legislative Counsel when conflicts of interest or governance-related matters warrant independent representation. The proposed engagement agreement would provide the Village with access to legal services consistent with that framework.

Administration evaluated several attorneys and municipal law firms with significant local government experience to provide specialized legal services when needed. Staff provided information to the Trustees that volunteered to evaluate the firms. During this process, Burt Odelson of OMFM was identified as a candidate due to the firm's extensive municipal law experience and its service as legislative counsel to multiple municipalities.

COST
The proposed engagement is structured as a professional services agreement. Under the engagement letter:

- Attorney services would be billed at $215 per hour.
- Paralegal and law clerk services would be billed at $75 per hour.
- The Village would only incur costs for services requested and performed.

- Invoices would be submitted monthly for review and approval through the Village's normal accounts payable process.

ATTACHMENTS

- A Resolution authorizing the Village Administrator to execute an engagement agreement with OMFM for special counsel services
- Engagement Letter with OMFM

RECOMMENDATION

Staff recommends approval of the attached Resolution.

VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS

RESOLUTION NO. 2026 11 10 AD1

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE AN ENGAGEMENT LETTER WITH ODELSON, MURPHEY, FRAZIER & McGRATH, LTD. FOR SPECIAL COUNSEL SERVICES RELATED TO LEGISLATIVE AND CONFLICT MATTERS

WHEREAS, the Village of Sugar Grove is authorized pursuant to the Illinois Municipal Code to enter into contracts for professional services necessary for municipal operations; and

WHEREAS, the Village Board has determined that from time to time the Village may require independent legal counsel for legislative matters, governance issues, and matters involving actual or potential conflicts of interest; and

WHEREAS, the Village Board previously adopted provisions of the Municipal Code authorizing the retention of Special Legislative Counsel and Special Counsel for conflict matters; and

WHEREAS, Burt Odelson and the law firm of Odelson, Murphey, Frazier & McGrath, Ltd. have submitted an engagement agreement to provide such legal services to the Village; and

WHEREAS, the Village Board finds that entering into the engagement agreement is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS.
The foregoing recitals shall be and are hereby incorporated into this Resolution as findings of the Village Board.

SECTION 2. APPROVAL OF AGREEMENT.
The attached Engagement Letter between the Village of Sugar Grove and Odelson, Murphey, Frazier & McGrath, Ltd. is hereby approved.

SECTION 3. AUTHORIZATION TO EXECUTE.
The Village Administrator is hereby authorized and directed to execute the attached Engagement Letter and any ancillary documents necessary to effectuate the intent of this Resolution.

SECTION 5. EFFECTIVE DATE.
This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this **10th** day of **November 2026**.

_____
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					

Burton S. Odelson
attyburt@omfmlaw.com

November 3, 2026

***VIA E-MAIL*:** skoeppel@sugargroveil.gov
Village of Sugar Grove
Attn: Scott Koeppel, Village Administrator
160 S. Municipal Drive, Suite 110
Sugar Grove, IL 60554-6293

ENGAGEMENT LETTER

Dear Village Administrator Koeppel:

We are pleased to serve as Legislative Counsel or Special Counsel for the Village of Sugar Grove (the "Village" or "Client"). This letter will confirm that Odelson, Murphey, Frazier & McGrath, Ltd. (the "Firm") will serve as Legislative Counsel or Special Counsel to the Village, subject to the enclosed, "Terms of Engagement for Legal Services," and in connection with the services and terms and conditions set forth below, to wit:

1. **Scope of Services.** The Firm is retained solely as Special Legislative Counsel under Section 1-9E-5 of the Village Code and the authorizing resolution. Services are limited to matters expressly assigned by the Board of Trustees through an approved resolution, through a written authorization issued by the Board's designated liaison following majority vote of the Village Board, or the Village Attorney declares in writing that a conflict of interest exists. The Firm shall report directly and exclusively to the Board or their liaison concerning those matters. This engagement does not include routine administrative or operational matters.

2. **Fees and Charges.** Our services for these matters will be charged at the hourly rate as set forth below, together with out-of-pocket costs and disbursements. The attorneys, paralegals, legal assistants, and law clerks in our office who may be used in any matter assigned to our Firm by the Village, will be designated and supervised by us in accordance with our best judgment of your needs and cost efficiency. The Village will be billed at an hourly rate basis for services performed by the Firm in connection with any matters assigned to our office, based upon the actual time expended in increments of 0.10 of an hour.

   HOURLY RATES & EXPENSES

   Hourly billing fees are based on the following rates:

   a. ATTORNEYS: $215.00 PER HOUR.

   b. LAW CLERKS AND PARALEGALS: $75.00 PER HOUR.

In order to operate as efficiently as possible, our Firm may utilize other attorneys, law clerks, and other staff members within the Firm to assist with assigned matters, as we deem appropriate.

3. **Reimbursement Costs**. If applicable, costs and disbursements will be billed to you at our actual cost and may include court fees, court reporter and transcription costs, messenger, special mail or overnight delivery services, outside duplication costs, travel expenses, or other expenses deemed necessary to assist in the preparation or proper handling of your matter.

4. **Limitation and Control of Services.** It is understood that services we will render hereunder are at the express authorization and direction of the Mayor, Village Administrator, or the Board of Trustees. It is anticipated that such authorization and direction will be given either orally or in writing.

5. **Billing Arrangement and Terms of Payment.** The Firm shall submit invoices to the Client monthly. This procedure ensures that the Client has a current understanding of charges and can budget legal expenses. Each invoice is ordinarily reviewed by the attorney who has primary billing responsibility for the particular client prior to its submission to the client for payment. Of course, if there are any questions or possible errors, please inform us promptly so that adjustments can be made if warranted. Any objection you may have to our billing must be communicated, in writing, within 30 days of the date of each statement. Otherwise, all objections to our charges will be deemed waived.

   Payment of invoices shall be paid in accordance with the Local Government Prompt Payment Act. This means that within thirty (30) days of the date of the invoice, payment should be made to the Firm. In addition, the Firm reserves the right to discontinue performance and to withdraw as your attorneys, regarding the status of any matter in which we are involved, and subject to only our ethical obligations in any invoice remaining unpaid for more than ninety (90) days after the date of the invoice. In the event of termination of our employment, Client shall be responsible for all our costs of collection, including legal expenses and the time spent at the rates set forth above.

6. **Client Responsibilities and Indemnification.** The Firm expects the Client to be actively involved with the matter(s) we are handling for them, to participate in meetings, and to provide whatever information and cooperation that may be necessary. In addition, the Firm expects to receive information from the Client that is accurate and complete.

7. **OMFM/Client Property.** Except for original corporate records or any records or files which we receive from you or third parties with the understanding that they belong to Client, it is agreed that all our files, copies of documents, correspondence, or other materials which we

may accumulate in connection with our representation of you shall be the property of Odelson, Murphey, Frazier & McGrath, Ltd. Client may have copies at any time during our representation of you. Upon termination of the engagement and, upon request, the Firm will return Client's property to Client within thirty (30) days of such termination. However, it is specifically agreed that the Firm has the right to dispose of our files at such time as we determine that such files no longer need to be retained. After disposal, these materials will no longer be available.

8. **Confidentiality**. During the representation, either Party may obtain or have access to confidential or proprietary information of a nonpublic nature in order to effectively work together. The Parties agree to adhere to attorney-client privilege and further agree that they will not disclose, or grant others access to this information without the express written authorization of a duly authorized representative of the Client or Firm.

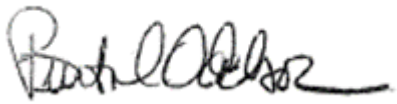
9. **Termination**. Client may terminate Firm's representation at any time, with or without cause, by notifying Firm. Client termination of Firm services will not affect its responsibility for payment of legal services rendered and any additional charges incurred before termination and in connection with an orderly transition of the matter.

[*Remainder of Page Intentionally Left Blank*]

If the foregoing correctly sets forth the understanding between the Village and Odelson, Murphey, Frazier & McGrath, Ltd., please execute the enclosed copy of this letter as indicated and return it to us as soon as possible. Please be aware that this letter is intended to create a legally binding agreement pursuant to Illinois law.

We appreciate the opportunity to serve the Village.

Yours very truly,
ODELSON, MUPRHEY, FRAZIER, & MCGRATH, LTD.



BURTON S. ODELSON

CLIENT ACKNOWLEDGEMENT & ACCEPTANCE

I have received a copy of this letter and have had an opportunity to review it. My signature below acknowledges that I have read, understand, accept, and accept the terms and conditions discussed herein. I further acknowledge and represent that I am authorized to execute the same on behalf of the Village.

Date: _____

By:

Scott Koeppel
Village Administrator, Village of Sugar Grove