## THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

## RESOLUTION NO. 2024-R-049

A RESOLUTION APPROVING AN ENGAGEMENT LETTER BETWEEN THE VILLAGE OF TINLEY PARK AND ANCEL GLINK FOR LEGAL SERVICES

### MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

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Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

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**WHEREAS**, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Engagement Letter with Ancel Glink, a true and correct copy of such Engagement Letter being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Engagement Letter be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Engagement Letter" be entered into and executed by said Village of Tinley Park, with said Engagement Letter to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Engagement Letter.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this 7<sup>th</sup> day of May, 2024, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan

NAYS: None

ABSENT: None

APPROVED this 7th day of May, 2024, by the President of the Village of Tipley Pork



## **EXHIBIT 1**

# **Engagement Letter Ancel Glink**



Thomas G. DiCianni tdicianni@ancelglink.com (P) 312.782.7606 Ext. 9107 (F) 312.782.0943

April 15, 2024

Via Email to: pcarr@tinleypark.org

Pat Carr Village of Tinley Park 16250 S. Oak Park Avenue Tinley Park, IL 60477

RE: Engagement Letter

Dear Mr. Carr:

Our law firm would be pleased to serve as special counsel to the Village of Tinley Park, Illinois. To ensure that both of us have a clear understanding of our relationship, it is the firm's policy to memorialize in writing the key terms of our engagement. The following, therefore, sets forth these terms:

- 1. **Client; Scope of Representation**. Our client will be the Village of Tinley Park (the "Village") and the scope of our engagement will be to represent the Village in various matters assigned to us by the Village for legal representation. The Village may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us.
- 2. **Term of Engagement**. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. Following such termination, any otherwise non-public information the Village has supplied to the firm which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, the Village wishes to have any documents delivered to it, please advise us. Otherwise, all such documents will be transferred to our records department to be handled under our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us, absent contrary instructions.
- 3. **Fees and Expenses.** Our fees are determined based on time spent providing services to the client by our professional staff. Our law firm's services are billed at the rate of \$215.00 per hour for lawyers, and \$120.00 per hour for paralegals.

Any expenses, disbursements and other charges incurred on the Village's behalf will be billed to it in addition to our charges for professional services in accordance with our regularly established procedures. We will, of course, consult with the Village regarding the hiring of any experts or consultants when needed for a particular matter. We may ask the Village either to pay or reimburse certain vendors directly, or advance to us those sums prior to our expenditure.

ANCEL GLINK

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Our billing invoices are prepared monthly, and payment is due within 30 days of the date of statement. All of our time is fully itemized and documented. Each monthly bill for services includes the initials of the individual performing the assigned task, the date on which the work was performed, a detailed description of the work and the amount of time spent completing the task.

We are pleased to have this opportunity to be of service to the Village. If you are in agreement with the above, please sign in the space provided below and return it to the undersigned. If you have any questions about these provisions, please do not hesitate to call me.

Sincerely,

ANCEL GLINK, P.C.

Thomas G. DiCianni

ACCEPTED:	
By:Michael W. Glotz, Village President	

Date: May 7 , 2024.

cc: Michael Delgaldo / delgaldo@dlglawgroup.com

STATE OF ILLINOIS	)	
COUNTY OF COOK	)	SS
COUNTY OF WILL	)	

#### **CERTIFICATE**

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-R-049, "A RESOLUTION APPROVING AN ENGAGEMENT LETTER BETWEEN THE VILLAGE OF TINLEY PARK AND ANCEL GLINK FOR LEGAL SERVICES" which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 7, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7<sup>th</sup> day of May, 2024

VILLAGE CLERK