



SPECIAL Meeting of the President and the Board of Trustees
Thursday, May 20, 2021
12:00 PM
24401 W. Lockport Street
Plainfield, IL 60544
In the Boardroom/Virtual
Agenda

CALL TO ORDER, ROLL CALL, PLEDGE

PRESIDENTIAL COMMENTS

TRUSTEES COMMENTS

PUBLIC COMMENTS (3-5 Minutes) -

- *Please email public comments by Thursday, May 20, 2021 at 10:00 a.m. to publiccomments@goplainfield.com, please note Public Comments in the email subject line.*
- *Village Meetings are livestreamed on the Village's Website - <https://plainfield-il.org/pages/agendasmeetings>, click "in progress" when available.*
- *Live meetings are broadcast on Comcast Channel 6 and AT&T U-verse Channel 99.*

BUSINESS MEETING

Approval of Special Meeting Agenda, acknowledgement of special meeting requested by Village Trustees and purpose of same, confirmation of compliance with notice requirements.

Seeking Board consideration of a motion to adopt Ordinance No. _____, creating the Position of Legislative Counsel by adding Section 2-98 to the Village of Plainfield Code of Ordinances and for appointment of Legislative Counsel for the Plainfield Village Board of Trustees.

[2021-05-20.Plainfield - Ord Legislative Counsel](#)

Seeking Board consideration of a motion to authorize the execution of a professional services agreement with Odelson, Sterk, Murphey, Frazier, McGrath Ltd. Ltd. as Legislative Counsel for the Plainfield Village Board of Trustees and for said Legislative Council Legal Services.

[2021-05-20.OSMFM Retention Agreement Leg Counsel](#)

Seeking Board consideration of a motion to direct the Finance Director to stop pay on

any checks written and not cashed as of 7:00pm on May 17, 2021 for any and all severance packages, and to cease and desists from drafting any new severance paychecks without the express permission and direction of the of the Plainfield Village Board of Trustees.

Seeking Board consideration of a motion Board consideration of a motion to Direct the IT Department Director to reactivate the email of Administrator Murphy and to remove the “auto reply” feature that is currently in place.

Seeking Board consideration of a motion to direct the Mayor not to interfere with the work of the Plainfield Village Manager, Brian Murphy.

Seeking Board consideration of a motion to extend the contract for Administrator Brian Murphy for a period of two years under the same terms and conditions, salary to be discussed.

REMINDERS -

- *May 24* *Committee of the Whole Workshop – 7:00 p.m.*
- *June 7* *Village Board Meeting – 7:00 p.m.*
- *June 16* *Evening with the Mayor – 6:30 p.m. at Settlers’ Park Amphitheater*

VILLAGE OF PLAINFIELD

ORDINANCE NO. _____

**AN ORDINANCE CREATING THE POSITION OF
LEGISLATIVE COUNSEL BY ADDING SECTION 2-98 TO
THE VILLAGE OF PLAINFIELD CODE OF ORDINANCES**

**ADOPTED BY THE
PRESIDENT AND BOARD
OF TRUSTEE OF THE
VILLAGE OF PLAINFIELD
THIS 20TH DAY OF MAY 2021**

**Published in pamphlet form by
the authority of the President
and Board of Trustees of the
Village of Plainfield, Will and
Kendall Counties, Illinois, this
20th day of May 2021.**

ORDINANCE NO. _____

**AN ORDINANCE CREATING THE POSITION OF
LEGISLATIVE COUNSEL BY ADDING SECTION 2-98 TO
THE VILLAGE OF PLAINFIELD CODE OF ORDINANCES**

WHEREAS, the Village of Plainfield (“Village”), Will & Kendall Counties, Illinois, as a home rule municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, is enacting this Ordinance pursuant to its home rule authority; and

WHEREAS, the Village President and the Village Board of Trustees of the Village of Plainfield (the “*Corporate Authorities*”) may from time to time amend the text of the Municipal Code of Plainfield when it is determined to be in the best interest of the Village; and

WHEREAS, the Village Board of Trustees believes it is in the best interest of the Village for the Village Board to have an attorney they can consult with for legal opinions, ordinances, and other matters that do not conflict with the Village attorney’s matters as further provided below.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Plainfield, Will & Kendall Counties, Illinois, by and through its home rule powers, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. That the Village Code of the Village of Plainfield is hereby amended by adding Section 2-98 to the Village of Plainfield Code of Ordinances as follows:

Section 2-98. Legislative Counsel – Office Created

It is in the best interests of the Village of Plainfield for the Village Board of Trustees to retain legislative counsel independently to advise the Village Board on matters relating to their legislative duties which may include, but are not limited to, the drafting of ordinances, contract documents, opinions on the powers of the legislative branch, analysis of the validity of actions taken by the Village, review of litigation issues, representation of the corporate authorities regarding legislative matters in litigation, and providing other advice on matters within the purview of the legislative branch of municipal government. The trustees shall each be authorized to direct questions related to their legislative duties to the independent legislative counsel. Trustees may seek legal counsel regarding any matters within the range of items specified above. The independent legislative counsel shall be retained at a rate authorized by the Village Board for any term but not exceeding the term of the Village President. The legislative counsel shall be appointed by a majority vote of the members of the Village Board.

Section 3. That the Village Board hereby retains Odelson, Sterk, Murphey, Frazier and McGrath, Ltd. as legislative counsel pursuant to Section 2-98 of the Plainfield Code as amended herein; and that the Village Board hereby finds and determines that the foregoing appointment conforms in all respects with Illinois law.

Section 4. The hourly rate payable to Legislative Counsel shall be stated in the retention agreement.

Section 5. That the retention agreement (the “Agreement”) between the Village and Odelson, Sterk, Murphey, Frazier and McGrath, Ltd. is hereby authorized and approved.

Section 6. The officials, officers, and employees of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 7. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 8. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 9. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

Section 10. This Ordinance shall be numbered as Ordinance No. _____.

PASSED the 20th day of May 2020.

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of May 2020.

John F. Argoudelis
Village President

ATTESTED AND FILED IN MY OFFICE:

Michelle Gibas
Village Clerk



3318 WEST 95th STREET
EVERGREEN PARK, IL 60805

OFFICE: (708) 424-5678
FAX: (708) 425-1898

www.osmfm.com

May 20, 2021

Village Board of Trustees
Village of Plainfield
24401 W. Lockport Street
Plainfield IL 60544

Re: *Legislative Council Legal Services for the Village of Plainfield*

Dear Village Board of Trustees:

This letter will confirm that Odelson, Sterk, Murphey, Frazier, McGrath, Ltd. will represent the Village Board of Trustees of the Village of Plainfield (the "*Plainfield*") as Legislative Counsel, in connection with the services set forth below, and under the following terms and conditions:

1. Services. Our representation will include such legislative counsel services to Trustees of Plainfield. To the extent applicable, and any litigation matters assigned will be previously agreed upon under a separate retention agreement tailored specifically for that matter.
2. Fees and Charges. Our services for these matters will be charged at the hourly rates set forth below, together with out-of-pocket costs and disbursements.
 - (a) Fees. Our time will be billed at the hourly rate of \$185.00/hour. We may assign any lawyer or legal assistant within the firm to handle certain tasks, as we deem appropriate.
 - (b) 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 and computerized legal research fees.
 - (c) Invoices. Detailed invoices will be submitted monthly. We will provide further substantiation of fees and charges as may be required from time to time. Our invoices are due and payable within thirty (30) days of the date of the invoice. Your failure to timely pay all invoices submitted constitutes good cause for us to
3. Limitation and Control of Services. It is understood that the services we will render hereunder are at your express authorization and direction. It is anticipated that such authorization and direction will be given orally or written by you.



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If the foregoing correctly sets forth the understanding between the Trustees of Plainfield and Odelson, Sterk, 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 of Illinois law.

We look forward to working with you.

Very truly yours,

**ODELSON, STERK, MURPHEY,
FRAZIER & MCGRATH, LTD.**

/s/Burton S. Odelson
Burton S. Odelson

The Village of Plainfield understands and agrees to the terms of this Engagement Letter for Legal Services to act as Legislative Counsel for the Village of Plainfield Board of Trustees.

By:_____

Date:_____



3318 WEST 95th STREET
EVERGREEN PARK, IL 60805

OFFICE: (708) 424-5678
FAX: (708) 425-1898

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TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following is an explanation of the basis of which Odelson, Sterk, Murphey, Frazier, McGrath, Ltd. (“*Firm*”) bills for its services and the expenses and advances incurred on behalf of its clients, and details various practices and policies of the Firm which govern the relationship between the Firm and its clients. Unless modified in writing by mutual agreement, these terms will be an integral part of the agreement between the parties. Please review these Terms of Engagement for Legal Services (“*Terms*”) carefully and contact us promptly if you have any questions.

BILLING ARRANGEMENTS, FEES AND TERMS OF PAYMENT

The Firm shall submit invoices to our clients monthly during our engagement. This procedure ensures our clients have a current understanding of our charges and can budget legal expenses. Invoices are influenced by the amount of time expended and the current hourly billing rates of the lawyers involved in the matter. Each invoice is ordinarily reviewed by the attorney who has primary billing responsibility for that particular client prior to its submission to the client for payment. The attorney reviews the time recorded to the client’s account since the last billing.

The Firm will keep accurate records of the time devoted to the particular matter, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, and other related matters. Firm time is recorded in units of one quarter of an hour. The hourly billing rates of attorneys and paralegals/law clerks in the Firm are as follows: attorney rate of \$185.00 per hour; and paralegal rate of \$95.00 and law clerk rate of \$60.00 per hour.

Clients are also billed for direct expenses incurred in connection with handling their matters, such as special mail services, messenger and overnight delivery services; for advances incurred on behalf of a client such as filing fees, court reporters, arbitrators consulting fees, and printing, computerized legal research and travel expenses. Where significant expenses are involved, the Firm may request that the client pay the cost directly.

The Firm is often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever requested, we will furnish such an estimate based upon the Firm’s professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost may be more than the amount estimated.

Payment of invoices shall be paid within thirty (30) days of the date of the invoice, as delayed payment adds to the Firm’s overall costs of providing services. In addition, the Firm reserves the right to discontinue performance and to withdraw as your attorneys, regardless of the status of any matter in which we are involved and subject to only our ethical obligations, if any invoice remains unpaid for more than ninety (90) days after the date of the invoice.

PROVISION OF LEGAL SERVICES

The retention of a lawyer does not insure that the desired outcome will be achieved. The Firm cannot guarantee the results of its services. Rather, the Firm will at all times act on your behalf to the best of our availability, and will provide competent representation to its clients. Competent representation requires the legal knowledge, skill, thoroughness and preparation necessary to handle the client's matters. Any expressions on our part regarding the outcome of legal matters are expressions of our best professional judgment, but are not guaranties. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

CLIENT RESPONSIBILITIES

The Firm expects the client to be actively involved with the matter we are handling for them, to participate in meetings and to provide whatever information and cooperation may be necessary. We also expect that the information the Firm receives from the client will be accurate and complete. If a client does not cooperate with the Firm or provides the Firm with information which is incomplete or inaccurate, the Firm reserves the right to withdraw as attorneys for the client.

TERMINATION

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

The Firm is subject to the rules of professional responsibility for the jurisdiction in which the Firm practices, which list several types of conduct or circumstances that require or allow the Firm to withdraw from representing a client, including for example nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflicts of interest with another client. The Firm tries to identify in advance and discuss with our clients any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, the Firm shall provide written notice to client of such withdrawal.

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 you, it is agreed that all of 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, Sterk, Murphey, Frazier, McGrath, Ltd. You may have copies at any time during our representation of you. Upon termination of the engagement and upon request, the Firm will return your property to you within thirty (30) days of

such termination. However, it is specifically agreed that we have 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.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions as well as any addition terms and conditions set forth in the accompanying engagement letter. If any term contained herein is unacceptable to you, please advise the Firm now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Please indicate your receipt of the Terms and your approval of the terms herein by signing this document where indicated below and returning a copy to the Firm by email to attyburt@osmfm.com. Please retain a copy for your records.

Respectfully,

**ODELSON, STERK, MURPHEY,
FRAZIER & MCGRATH, LTD.**

/s/Burton S. Odelson
Burton S. Odelson

Terms for Engagement of Legal Services APPROVED and ACCEPTED:

By: _____

Its: _____

Date: _____