

RESOLUTION 11-87 Adopted September 12, 2011

AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH MICKEY, WILSON, WEILER, RENZI AND ANDERSSON, P.C. FOR GENERAL LEGAL SERVICES

WHEREAS, the City of DeKalb is a home rule municipality of the State of Illinois, DeKalb County, as defined by the State of Illinois Constitution of 1970, Article 7, Section 6, and shall exercise all the powers and functions pertaining to its government and affairs, except those specifically limited by the concurrent or exclusive jurisdiction of the State of Illinois; and,

WHEREAS, the Mayor and City Council of the City of DeKalb have determined that it is in the best interests of the City of DeKalb to use the services of Mickey, Wilson, Weiler, Renzi and Andersson, P.C., now,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois as follows:

Section 1. The City of DeKalb shall retain Mickey, Wilson, Weiler, Renzi and Andersson, P.C. as and for outside legal counsel for the purposes of prosecution services at Monday court calls and to attend the City Council Committee of the Whole and Regular meetings for a flat rate retainer of five thousand four hundred dollars (\$5,400) per month and all other services at the rate of one hundred fifty dollars (\$150.00) per hour.

Section 2. That the Mayor of the City of DeKalb is hereby authorized and directed to execute an engagement letter with Mickey, Wilson, Weiler, Renzi and Andersson, P.C. a copy of which is attached hereto and made a part thereof as Exhibit 1.

Section 3. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting held on the 12th day of September, 2011, and approved by me as Mayor on the same day. Adopted on a roll call vote: 5-2. Aye: Jacobson, Teresinski, Gallagher, Baker, O' Leary. Nay: Lash, Naylor.

ATTEST:


STEVE KAPITAN, City Clerk


KRIS POVLSSEN, Mayor



CITY CLERK FILES:
Number: RES 11-87
Date: 9/12/11

EXHIBIT 1

MICKEY, WILSON, WEILER, RENZI & ANDERSSON, P.C.

ATTORNEYS AT LAW

2111 PLUM STREET, SUITE 201
AURORA, ILLINOIS 60506
www.mickeywilson.com

GARY K. MICKEY
PETER K. WILSON, JR.
BERNARD K. WEILER
CONSTANCE BURNETT RENZI
STEVEN A. ANDERSSON
DEAN M. FRIEDERS

CATHERINE E. MALESKY

MAILING ADDRESS: P.O. BOX 787
AURORA, ILLINOIS 60507-0787

TELEPHONE: (630) 801-9699
FAX: (630) 801-9715

WRITER'S E-MAIL: dmf@mickeywilson.com

August 31, 2011

Via email: mark.biernacki@cityofdekalb.com

Mr. Mark Biernacki
200 S. Fourth Street, Room 210
DeKalb, IL 60115

Re: Engagement Letter

Dear Mr. Biernacki:

We appreciate the opportunity to represent the City of DeKalb. Pursuant to our prior discussion, this letter is to outline the role and responsibilities of our firm, Mickey, Wilson, Weiler, Renzi & Andersson, P.C. ("firm") as general counsel for the City. Our goal is to provide you with the highest quality legal services, on schedule at a reasonable cost.

1. Scope of Engagement. As counsel for the City, we will provide legal services as requested by you or the City Council. I, along with Attorneys Peter Wilson and Steve Andersson, will be your primary contacts, although other members of our firm may perform work for you when specialized needs arise. It is our practice to assign specific tasks among lawyers, legal assistants, and law clerks in such a way as to produce quality work at a reasonable expense to you.

2. Fees. We have agreed to formulate with you a fixed fee schedule to provide certain of the legal services for the City. The scope of those services, and the fixed fee for the same, are as described in the attached Schedule A. Other legal services, including litigation matters, workers compensation, union negotiations, ordinance drafting, contract reviews and drafting, construction matters, and other similar items would be billed at the hourly rate of \$150.00. Our fees for such matters are based on the time spent by lawyers and legal assistants including, by way of illustration, telephone and office conferences with City representatives, consultants, opposing counsel, and others; appropriate conferences among our staff; factual investigation; legal research; responses to your request to provide information to your auditors in connection with audits of financial statements; and drafting letters, memoranda and other legal documents. Work that is performed with respect to the annexation or development of private properties, or work that is done by us for the City, and for the benefit of third parties who are

subject to an expense-reimbursement agreement (i.e. 'pass-thru' work) would be billed at the hourly rate of \$250.00.

3. Incidental Charges. In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, photocopying/printing in excess of 50 pages, messengers, travel expenses at IRS approved rates, long distance telephone calls, excessive postage. These charges will be billed at our actual cost and itemized on our invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) will be the responsibility of, and billed directly to the City.

4. Invoices. We will submit statements to you for our unpaid fees and expenses on a monthly basis. You are encouraged to review our statements and discuss any questions with us concerning the level of activities and the nature of the services rendered. If you believe that expenses are mounting too rapidly, please contact us immediately so we can assist you in evaluating future alternatives. If we do not hear from you, we will assume that you approve of the overall level of activity taken on your behalf.

5. Cooperation. To enable us to render effective legal services, you have agreed to advise us of all facts and keep us informed of all developments relating to the matters of our representation. We necessarily must rely on the accuracy and completeness of the facts and information provided us. To the extent it is necessary for City representatives to attend meetings in connection with legal representation of the City, we will attempt to schedule meetings so the convenience of all individuals can be served. Also, we cannot address any concerns with our representation unless we have knowledge of the concerns. Accordingly, if any problems or concerns arise during the course of our representation, please call us so the concerns can be addressed at the earliest possible time.

6. "At Will" Engagement. Our engagement by the City is "at-will", and may be terminated by either of us at any time by written notice to the other party. In the event of a termination by us we undertake an obligation to give you reasonable notice to arrange alternative representation.

7. Documents. We will maintain any documents furnished to us by the City in our client file. At the conclusion of any matters, it is your obligation to inform us which documents you desire returned to the City. We will retain any remaining documents in our files for a period of ten years after we close the file. After that time the files may be destroyed unless we are notified in writing to the contrary.

8. Conflicts. It is possible that some of our present or future clients will have disputes with you during the time that we represent you. Therefore, you agree that our firm may continue to represent or undertake to represent existing or new clients in those matters that are not substantially related to our work for you, even if the interests of such clients in those matters are directly adverse to you. We agree however that your prospective consent to conflicting

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representation contained in this paragraph shall not apply in any instance where, as a result of our representation of you, we have obtained sensitive proprietary or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in any such other matter by such client to the material disadvantage of you.

If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please have the Mayor sign this letter in the space provided below. We also ask that he sign to acknowledge this agreement. Please return one signed copy to us.

We are very pleased to have this continuing opportunity to work with the City of DeKalb. Please contact us if you have any questions now or in the future. Thank you for your confidence.

Very truly yours,



Dean M. Frieders

DMF:eme

APPROVED and ACCEPTED:

By 
Kris Povlsen, Mayor

Date: 9/13/11

Exhibit A: Rate Proposal

Flat Rate Retainer \$5,400.00/month

Please indicate what services will be included in the retainer.

Coverage of Monday morning traffic/OV call, with two attorneys.

Coverage of City Council/COW regularly scheduled, bi-monthly meetings, with one attorney

And:

A. Hourly Rate, Principal Attorney(s)	\$ 150	General Municipal	\$ 250	Pass-thru	\$
B. Hourly Rate, Other Attorney(s)	\$		\$		\$
C. Hourly Rate, Paralegal/Law Clerk	\$ 90		\$		\$
D. Hourly Rate, _____	\$ N/A		\$		\$

Please indicate if you charge different rates for different categories as delineated in Section I, Scope of Work.

Additional Charges Anticipated (e.g. postage, copying, telephone, law library, travel expenses, etc.)

A. Copying	\$.25/page in-house	\$ actual cost for outside contractor
B. Postage/Shipping	\$ actual cost	\$
C. Online Research	\$ actual cost	\$
D. Travel	To municipality: no cost	Other: actual cost for commercial travel; IRS reimbursement rate for vehicular travel