



May 6, 2025

Sent Via Email Only

Kristi Richardson
Village President
Village of Poplar Grove
200 Hill Street
Poplar Grove, IL 61065
VIA Email: Krichardson@villageofpoplargo.com

ATTORNEY/CLIENT PRIVILEGED COMMUNICATION

RE: Engagement Agreement – Legal Services

Dear President Richardson:

It is my pleasure to assist the Village of Poplar Grove in the above-referenced matter. Should you choose to allow our firm to represent the Village of Poplar Grove, this letter sets forth the terms of the retention agreement between the Village of Poplar Grove (“Village”) and the law firm of Sosnowski Szeto, LLP. Pursuant to the terms set forth herein, Sosnowski Szeto, LLP agrees to represent the Village and provide the Village with legal services pursuant to the Village of Poplar Grove’s Code of Ordinances, Title I, Chapter 6, Article E, Village Attorney.

As requested at the conclusion of this letter, for our records please sign and return a fully executed copy of this letter to my attention.

1. Legal Services to be Provided. Sosnowski Szeto, LLP will provide legal services in accordance with Village of Poplar Grove’s Code of Ordinances, Title I, Chapter 6, Article E, Village Attorney, including the following services:
 - A. Provide prosecution or defense of any and all suits or actions at law or in equity to which the Village may be a party, or in which it may be interested, or which may be brought against or by any office of Village on behalf of the Village or in the capacity of such person as an Officer of the Village;
 - B. To serve as legal advisor to the Village and render advice on all legal questions affecting the Village whenever requested to do so by any Village Official and upon request by the Village President or Board of Trustees, reduce any such opinion to writing; and
 - C. To perform such other duties as may be prescribed by the Board of Trustees.
2. Legal Fees. Sosnowski Szeto, LLP cannot predict or guarantee what the total cost will be for legal services. This will depend on the amount of time spent and the amount of expenses, which times will be determined in part by you and your opponent’s strategies.
 - A. Fees for the matters described above will be billed on an hourly basis, plus reimbursed costs. The hourly rates assigned to employees of our firm are outlined below. The Village will receive monthly invoices.

Matter Type	Rate Per Hour
General Business	\$185.00
Litigation	\$185.00
Labor and Employment	\$250.00
Special Taxing Districts (TIF, Business Districts and SSAs)	\$250.00

- B. Estimate and Billing for Legal Services. Please understand the amount of our legal fees can vary significantly depending on several factors that are beyond our control, including the number of issues that are at hand.

The Village will be billed at the hourly rate set forth above (or as subsequently adjusted) for all services rendered. This includes telephone calls, drafting and reviewing documents and correspondence, travel time to and from meetings, depositions and court time, legal research, negotiations, and any other services relating to these matters.

3. Costs and Expenses. In addition to legal fees, the Village will be billed for the costs and expenses if and when they may be incurred including, but not limited to, the following: court filing fees, fees for experts, accountants, and/or appraisers (if any are required and authorized), and any other necessary expenses in this matter. We will advance most of the out-of-pocket expenses. Any expert retained will be retained by the Village and will bill the Village directly. We will obtain your authorization first before incurring any costs or expenses.
4. Billing. Sosnowski Szeto, LLP will send the Village an itemized statement of services and out-of-pocket expenses each month, with payment to be made within 30 days of the date of the invoice. Our firm reserves the right to charge interest, interest may apply at the maximum rate allowable by law, on any bill outstanding more than 30 days. Please review the bills carefully, immediately upon receipt, and call me with any questions or concerns you may have.
5. Attorney-Client Communications.
 - A. To enable me to provide services effectively, I need the Village to disclose fully and accurately to me all pertinent facts, keep me informed of all developments relating to Village matters and notify me immediately of any change in your address, telephone number, email address, or other contact information. The communications between us can and should be direct and open.
 - B. Open communication is made easier by the existence of the attorney-client privilege. Communications between a client and his or her lawyer relating to legal advice, including both information the client provides to the attorney that is necessary to explain the legal problem and the attorney's legal advice to the client, are "privileged" from disclosure as long as the communications are confidential and the client does not waive the privilege. One way the privilege can be waived is by telling others about the confidential matters discussed.
 - C. To avoid losing the benefits of attorney-client privilege, the Village should keep private all correspondence, memoranda, and other communications it may receive from me, and refrain from telling others the substance of what I discuss with the Village – at least to the extent you wish to keep the communications privileged. It is a good idea to maintain a file for the legal papers and correspondence relating to this representation, starting with this letter, and to keep the Village's legal file in a safe, secure place, where only authorized Village personnel can access it easily.

6. **Withdrawal or Termination.**
- A. Because I will be providing professional services, our relationship may be terminated by the Village or me at any time for any reason, with or without cause, by written notice to the other party.
 - B. I reserve the right to withdraw from representing the Village for any reason consistent with the Illinois Rules of Professional Conduct. In particular, I reserve the right to terminate my representation of the Village:
 - i. If the Village fails to honor the terms of this letter (including a change in the objectives of my engagement that we have not agreed to);
 - ii. If the Village fails to cooperate or follow my advice on a material matter; or
 - iii. If any fact or circumstance would, in my view, render my continuing representation of the Village unlawful, unethical, or ineffective.
 - C. If I elect to withdraw for any reason, the Village agrees to take all steps necessary to free me of any obligation to perform further, including the signing of any documents necessary to complete my withdrawal.
 - D. Except for original corporate records or any records or files which we receive from the Village or third parties with the understanding that they belong to the Village, 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 the Village, including copies of materials filed with any regulatory agency, shall be the property of Sosnowski Szeto, LLP. The Village may have copies at any time during our representation of the Village. Upon the termination of the engagement and upon request, we will return the Village's property to the Village 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. Notwithstanding the foregoing, Sosnowski Szeto, LLP will adhere to any applicable municipal records retention laws.
7. Your Responsibility. By executing this Agreement, the Village agrees to cooperate fully with Sosnowski Szeto, LLP and provide complete and accurate information relevant to the issues involved.
8. No Guarantee. Sosnowski Szeto, LLP agrees to provide conscientious, competent, and diligent services and at all times will seek to achieve solutions that are just and reasonable. Of course, because of the uncertainty of legal matters, the interpretation of any changes in the law, the facts of each particular case, and other factors that may arise, Sosnowski Szeto, LLP cannot and does not warrant, predict, or guarantee the results or final outcome of this matter.

We look forward to working with and for the Village and towards a positive resolution. Please do not hesitate to call me at any time with any questions or concerns.

For our records, please sign the acknowledgement that follows and return the signed agreement to me.

Sincerely,



ROXANNE M. SOSNOWSKI
RMS/mar

I, **Kristi Richardson, Village President**, on behalf of the Village of Poplar Grove, acknowledge that I have read all the terms of this Agreement to Provide Legal Services. Additionally, the Village of Poplar Grove agrees to be liable for all fees, costs, and expenses. The Village of Poplar Grove understands the obligations under this Agreement and accepts all of the terms of this Agreement.

**KRISTI RICHARDSON, VILLAGE PRESIDENT
VILLAGE OF POPLAR GROVE**