

VILLAGE OF BRADLEY

---

---

RESOLUTION NO. R-10-22-02

A RESOLUTION APPROVING A CONFLICT WAIVER TO AUTHORIZE THE VILLAGE ATTORNEY TO WORK ON AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF KANKAKEE FOR THE PURPOSES OF SECURING CERTAIN SERVICES FROM THE CITY'S ECONOMIC AND COMMUNITY DEVELOPMENT AGENCY

---

---

ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 10 DAY OF October, 2022

---

---

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 10 day of Oct, 2022

RESOLUTION NO. B-102202

**A RESOLUTION APPROVING A CONFLICT WAIVER TO AUTHORIZE THE VILLAGE ATTORNEY TO WORK ON AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF KANKAKEE FOR THE PURPOSES OF SECURING CERTAIN SERVICES FROM THE CITY'S ECONOMIC AND COMMUNITY DEVELOPMENT AGENCY**

---

**WHEREAS**, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, the law firm of Spesia & Taylor presently serves as the Village Attorney; and

**WHEREAS**, Spesia & Taylor also serves as the City Attorney for the City of Kankakee (the "City"); and

**WHEREAS**, the Village and the City desire to enter into an intergovernmental agreement for the purposes of allowing the City's Economic and Community Development Agency to provide certain services to the Village and its staff in connection with certain grant programs that both the Village and City participate in, which programs are administered by the Illinois Department of Commerce and Economic Opportunity (the "IGA"); and

**WHEREAS**, the Village has asked Spesia & Taylor to assist in the preparation and drafting of the IGA; and

**WHEREAS**, Spesia & Taylor has provided the Village with written correspondence explaining that this arrangement creates the potential for a future conflict of interest between the Village and the City on account of Spesia & Taylor's simultaneous representation of each; and

**WHEREAS**, Spesia & Taylor has indicated that in order to work on the IGA, the Village must first provide informed consent and a written conflict waiver; and

**WHEREAS**, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to provide informed consent and a written conflict waiver to permit Spesia & Taylor to work on the IGA between the Village and the City.

**NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

**SECTION 1.** The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2.** The Corporate Authorities of the Village hereby express their understanding of and informed consent for Spesia & Taylor to work on the IGA between the Village and the City, despite Spesia & Taylor's simultaneous representation of both the Village and the City. Therefore, the Village President is hereby authorized and directed to take any and all actions, including without limitation the execution and delivery of a written conflict waiver, necessary to authorize Spesia & Taylor to work on the IGA as described in this Resolution.

**SECTION 3.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 4.** All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

**SECTION 5.** The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

**SECTION 6.** This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

*[Intentionally Blank]*

**PASSED** by the Board of Trustees on a roll call vote on the 10 day of Oct, 2022.

**TRUSTEES:**

RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GRANT D. VANDENHOUT	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GENE JORDAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

**VILLAGE PRESIDENT:**

MICHAEL WATSON      Aye -       Nay -       Absent -

**TOTALS:**      Aye - 6      Nay -       Absent -

**ATTEST:**

  
\_\_\_\_\_  
JULIE TAMBLING, VILLAGE CLERK

**APPROVED** this 10 day of October, 2022.

  
\_\_\_\_\_  
MICHAEL WATSON, VILLAGE PRESIDENT

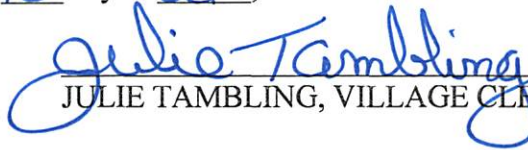
**ATTEST:**

  
\_\_\_\_\_  
JULIE TAMBLING, VILLAGE CLERK

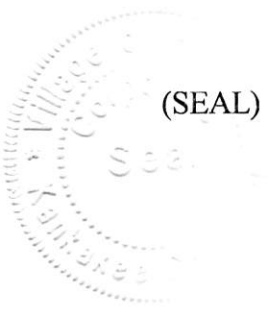
STATE OF ILLINOIS            )  
  )        §§  
COUNTY OF KANKAKEE    )

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-10-22-02 "A RESOLUTION APPROVING A CONFLICT WAIVER TO AUTHORIZE THE VILLAGE ATTORNEY TO WORK ON AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF KANKAKEE FOR THE PURPOSES OF SECURING CERTAIN SERVICES FROM THE CITY'S ECONOMIC AND COMMUNITY DEVELOPMENT AGENCY," which was adopted by the Village Corporate Authorities at a meeting held on the 10 day of Oct, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 10 day of Oct, 2022.

  
\_\_\_\_\_  
JULIE TAMBLING, VILLAGE CLERK

(SEAL)



# SPESIA & TAYLOR

ATTORNEYS AT LAW

Experience • Integrity • Results

James C. Byrne  
John M. Spesia  
Christian G. Spesia  
Jeffrey S. Taylor \*  
Michael R. Sitt  
Jacob E. Gancarzczek  
Michael A. Santschi  
Jonathan W. Powell  
Haley G. Girard  
Aly N. Harms

\* Also licensed to practice  
in Missouri

1415 Black Road  
Joliet, Illinois 60435

Ph 815.726.4311  
Ex 815.726.6828  
www.spesia-taylor.com

City Council  
E. Kent Ayers  
Thomas M. Ewert  
Kent Slater

Douglas E. Spesia  
(1940-2010)

September 29, 2022

VIA EMAIL ([mmwatson@bradleyil.org](mailto:mmwatson@bradleyil.org))

Michael M. Watson, Village President  
147 S. Michigan  
Bradley, Illinois 60915

**RE: Conflict of Interest Waiver regarding Bradley/Kankakee IGA  
(ECDA Service/Assistance Agreement)**

Dear Mayor Watson:

As you are aware, our law firm presently represents both the Village of Bradley (“Village”) and the City of Kankakee (“City”). As you are further aware, we have been asked to work on an intergovernmental agreement (“Contract”) between the Village and the City for the purposes of allowing the City’s Economic and Community Development Agency to provide services, assistance, and training to the Village and its staff in connection with certain Illinois grant programs overseen by the Illinois Department of Commerce and Economic Opportunity.

Because our office represents both the Village and the City, we are required to point out situations that constitute potential or actual conflicts of interest. In our opinion, the proposed course of action—whereby we work on preparing the Contract while representing both the Village and the City—does not presently constitute an actual conflict of interest because (1) the Village and the City are not directly adverse to one another with respect to the proposed Contract and (2) this situation does not pose a significant risk that our representation of the Village will materially limited by our responsibilities to the City, or *vice versa*.

However, we are also required to point out that this course of action could potentially lead to the creation of such a conflict of interest in the future. While the Village and the City are not presently adverse to one another with respect to the Contract, this could change during the course of contract preparation and/or the term of the Contract, once executed. If at any point the Village and the City begin to disagree regarding the terms of or performance required by the Contract, we will be required to withdraw and would be thereafter unable to represent either party in connection with the Contract.

Finally, it is important to note that, while we would normally be able to hold any and all information you provide to us in connection with the Contract back from the other party because of attorney/client

Established 1899

privilege, this will not be true in this instance where we represent both parties to the Contract. In short, we should not be provided with any of the Village's strategic or confidential information regarding the Contract because we will not be able to hold it back from the City.

As discussed on September 29, 2022, you have indicated that the Village still wishes for our office to represent the Village in connection with the Contract despite the potential conflict of interest. Such a course of action is only permitted if "(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent." Ill. Rs. of Prof'l Conduct 1.7(b). After due research and consideration, we believe that conditions (1), (2), and (3) are satisfied in this matter; however, before we can proceed the Village would have to provide "informed consent" to this course of action, within the meaning of the Illinois Supreme Court Rule 1.0(e). If the Village desires to proceed with our office representing both the Village and the City in relation to the Contract, please demonstrate your agreement by signing this letter, below. Please return the original letter to our office and keep a copy for your files.

Sincerely,

SPESIA & TAYLOR

BY: *Michael A. Santschi*  
Michael A. Santschi

Accepted and agreed:  
**THE VILLAGE OF BRADLEY**

\_\_\_\_\_  
By: Michael M. Watson

Its: President

Date: \_\_\_\_\_