

Ordinance No. 15- 01

**AN ORDINANCE APPROVING A CONTRACT
WITH CLAIRE A. MANNING**

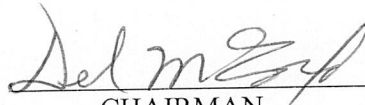
*BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS
FOLLOWS:*

SECTION 1: That certain contract between the South Sangamon Water Commission and Claire A. Manning, a copy of which is attached, is hereby approved.

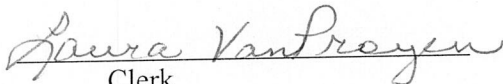
SECTION 2: The Chairman is authorized and directed to execute said contract on behalf of the Commission, and the proper officers of the Commission are directed to carry out the proposal by its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 28th day of January, 2015.


CHAIRMAN

ATTEST:


Clerk

AYES: McCord Sander

NAYS: none

PASSED: 1/28/2015

APPROVED: 1/28/2015

ABSENT: Holl



Brown, Hay & Stephens, LLP
Legal Counsel

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January 19, 2015

Sent via email – jmyers1951@gmail.com

South Sangamon Water Commission
c/o Mr. John Myers
Rabin & Myers, P.C.
1300 South 8th Street
Springfield, IL 62703

RE: South Sangamon Water Commission: Engagement as Special Counsel to Assist in Permitting

Dear Mr. Myers:

This letter represents our agreement to act as Special Counsel to the South Sangamon Water Commission (the "Client"), for the purpose of assisting with environmental permitting. This letter also sets forth the terms relevant to that representation.

The Client will be billed monthly by Brown, Hay and Stephens, LLP ("BHS") and the fees itemized. Payment is expected within thirty days of billing. I will be the attorney primarily responsible for this representation, with the assistance of others in our firm as appropriate. It is our mission to provide the highest quality legal services in an efficient, economical manner. As a result, I involve attorneys and paralegals at our firm with the experience appropriate to the task at hand. In particular, I work closely with Bill Ingersoll, who is associated with BHS in an "of counsel" capacity. Formerly, Bill was the Chief Attorney in the Illinois Environmental Protection Agency, Bureau of Land. As you know, I was formerly the Chair of the Illinois Pollution Control Board (1993 – 2002). Our hourly rate is \$300 per hour. We may also involve associate attorneys for discreet projects, such as legal research. The Client will be charged \$220 per hour for associates. If you have any questions or comments about our services, staffing, bills or other aspects of our representation, please contact me. It is important to me and to BHS that you are satisfied with our representation and responsiveness at all times.

Exhibit
A

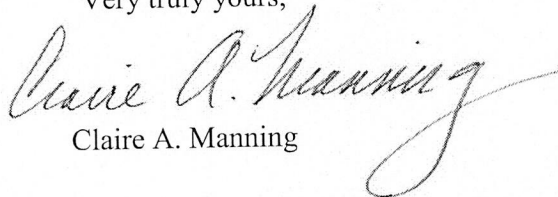
We may include separate charges on our bills for services such as photocopying, messenger and delivery service, certain computerized research, and any necessary filing fees. We may from time to time retain expert technical consultants to provide technical support where warranted, but we will do so only subject to the Client's approval.

In providing legal counsel pursuant to this engagement, we will rely upon information received from the Client and/or Client's Counsel John Myer and Client's technical consultants. The Client hereby authorizes us to discuss this matter with John Myer and/or its technical consultants, as we deem advisable. We will keep you reasonably informed of progress and developments, and respond to your inquiries. In order to enable us to provide the services set forth in this letter, the Client will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The Client agrees to pay our bills for services and expenses in accordance with this engagement letter. The Client will also cooperate fully with us and be available to attend necessary meetings, conferences, hearings and other proceedings on reasonable notice, and will stay fully informed on all developments relating to this matter.

Either the Client or we may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take reasonably practicable steps to protect the Client's interests in the above matter. If the Client terminates our services, it will promptly pay us for all fees, charges and expenses incurred prior to the date of our receipt of the termination and for any work required to effectuate a transition. We reserve the right to withdraw from representing the Client if, among other things, the Client fails to honor the terms of this engagement letter-including nonpayment of our bills, or we become aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

If the Client is in agreement with the terms of this letter, please have an authorized person sign below and return this letter to me immediately, so that our representation may begin. We are pleased to have this opportunity to represent the South Sangamon Water Commission.

Very truly yours,



Claire A. Manning

ACCEPTED AND AGREED

SOUTH SANGAMON WATER COMMISSION

By: _____
Authorized Agent

Date: _____

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

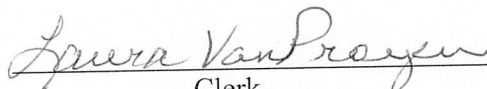
I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 15- 01 adopted by the Commission on the 28th day of January, 2015, said Ordinance being entitled:

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WITH CLAIRE A. MANNING**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 28th day of January, 2015.


Clerk