

Ordinance No. 15- 04

**AN ORDINANCE APPROVING AN ENGAGEMENT AGREEMENT  
FOR LEGAL SERVICES**

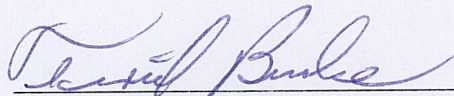
*BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS  
FOLLOWS:*

**SECTION 1:** That certain engagement agreement for legal services between the South Sangamon Water Commission and Barber, Segatto, Hoffee, Wilke & Cate, a copy of which is attached, is hereby approved.

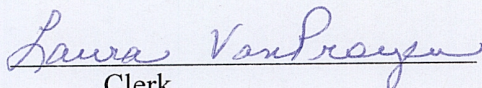
**SECTION 2:** The Chairman is authorized and directed to execute said agreement on behalf of the Commission, and the proper officers of the Commission are directed to carry out the agreement by its terms.

**SECTION 3:** This Ordinance is effective immediately.

PASSED this 30<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
Clerk

AYES: Hall Sander Burke

NAYS: none

PASSED: 3/30/2015

APPROVED: 3/30/2015

ABSENT: none



**BARBER, SEGATTO, HOFFEE, WILKE & CATE, LLP**

**LAWYERS**

CARL O. HOFFEE  
BERNARD G. SEGATTO, III \*  
R. KURT WILKE  
RANDALL W. SEGATTO  
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PEGGI L. WEYMOUTH, CPA, CVA

March 30, 2015

South Sangamon Water Commission  
9199 Buckhart Rd.  
Rochester, IL

RE: Engagement as General Counsel

Dear Chairman and Commissioner:

This letter represents our agreement to act as General Counsel to the South Sangamon Water Commission (the "Client"). This letter also sets forth the terms relevant to that representation.

The Client will be billed monthly by Barber, Segatto, Hoffee, Wilke & Cate, LLP ("BSHW&C") 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 at our firm with the experience appropriate to the task at hand. 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 BSHW&C that you are satisfied with our representation and responsiveness at all times.

The firm bills to one-tenth (.1) of an hour. This provides the most accurate calculation of the time spent working on a particular matter, and thus provides the best reflection of actual time. The firm also has real time billing software and documentation which allows each attorney to record time immediately as work is preformed.

The firm does not bill for standard postage, telephone charges, long distance fees, in-house copy costs, mileage, or faxes. Out-of-pocket costs and expenses are billed at actual cost, such as Federal Express or overnight UPS, or charges associated with necessary travel (transportation and lodging, court reporter fees, and expert fees, etc.).



BARBER, SEGATTO, HOFFEE, WILKE & CATE, LLP

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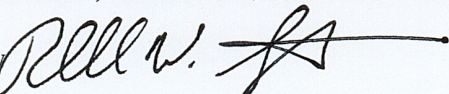
We will keep you reasonably informed of progress and developments, and respond to your inquiries. In order to enable us to provide the services set forth in this letter, the Client will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The Client 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 interest 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,

BARBER, SEGATTO, HOFFEE, WILKE & CATE, LLP

By 

9/RWS/ace

240900

**ACCEPTED AND AGREED**

South Sangamon Water Commission

By \_\_\_\_\_  
Authorized Representative

Dated March 30, 2015



**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF SANGAMON            )

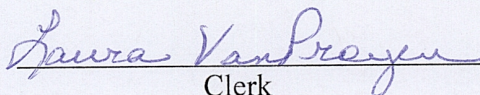
I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 15- 04 adopted by the Commission on the 30<sup>th</sup> day of ~~January~~ <sup>March</sup>, 2015, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN ENGAGEMENT AGREEMENT  
FOR LEGAL SERVICES**

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 30<sup>th</sup> day of March, 2015.

  
Clerk