

**AN ORDINANCE APPROVING A CONTRACT
WITH MIKE SOUTHWORTH**


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

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

SECTION 2: That 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 21st day of June, 2016.


CHAIRMAN

ATTEST:


Clerk

AYES: Bottrell, Hall, Sander

NAYS: none

PASSED: 6/21/2016

APPROVED: 6/21/2016

ABSENT: none

Hart, Southworth & Witsman

Attorneys at Law

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May 16, 2016

South Sangamon Water Commission
c/o Randall W. Segatto
831 East Monroe Street
Springfield, Illinois 62701

Re: Engagement as Special Counsel

Dear Mr. Segatto:

If approved by the South Sangamon Water Commission (the "Commission"), this letter will serve as our agreement for Hart, Southworth & Witsman (the "Firm") to act as Special Counsel for the Commission for the limited purpose of providing legal advice regarding certain municipal finance matters or questions assigned to the Firm from time to time and accepted by the Firm. If this letter meets with the Commission's approval, please have the letter signed below and return a copy to us via facsimile or email.

Client; Scope of Representation. Our client on the assigned matters will be the Commission and we will represent the Commission limited solely to the municipal finance questions addressed to us by the Commission. The scope of our representation will be limited to legal matters and we will not offer financial advice in any capacity beyond that constituting services of a traditionally legal nature.

Term of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. If we terminate the engagement, we will take such steps as are reasonably practicable to protect the interests of the Commission. All materials furnished to the Firm during our representation shall constitute our own files and property, and these materials, including lawyer work product, will be retained or discarded by the Firm at our sole discretion.

Fees and Expenses. The Firm's fees for legal services rendered are charged on a time and expense basis at our current hourly billing rates for attorneys, paralegals, and staff assigned by the Firm to your matters. Our hourly rates are adjusted from time to time. I will be the lawyer principally responsible for this matter and my hourly rate is currently \$250. In addition, the Commission will be responsible for expenses incurred in connection with our representation. These expenses include, but are not limited to, courier and overnight delivery charges, travel, and reimbursement for any other out-of-pocket costs incurred or advanced on the

Commission's behalf or in the representation by the Firm. The Firm will submit periodic itemized statements of time and expenses incurred. Each statement is due and payable upon receipt.

Conflicts. Our Firm has numerous clients and has previously represented many political subdivisions and entities in municipal finance transactions, including bond issues by the Villages of Chatham and New Berlin. Although we hope it never happens, it is possible that an adverse relationship might develop in the future between you and one of our other clients. If our Firm is not representing you in that matter, and the matter in which you and another client have adverse interests would not be substantially related to our representation of you pursuant to this letter, you agree that we could represent the other client.

Electronic Communications. We communicate from time to time with our clients using facsimile, mobile telephones and e-mail. These forms of communication are not completely secure against unauthorized access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication because they do not ensure the confidentiality of their contents. If you object to our using any one or more of these forms of communication, please let me know in writing and we will attempt to honor that request.

Thank you again, and we look forward to working with the Commission.

Yours truly,

HART, SOUTHWORTH & WITSMAN

By: _____
Mike Southworth

Accepted and Approved:

SOUTH SANGAMON WATER COMMISSION

By: _____

Its: _____

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. 16- 06 adopted by the Commission on the 21st day of June, 2016, said Ordinance being entitled:

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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 21st day of June, 2016.


Clerk
