

ORDINANCE NO. 90-4

Be it ordained by the **PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS**, that:

SECTION 1. The law firm, **PFEIFER & KELTY, P.C.**, of Springfield, Illinois, shall be retained to serve as attorneys for the President and Board of Trustees of the Village of Chatham. Such service will commence upon passage of this ordinance, and is terminable by either party upon thirty-days' notice. Such service will be compensated by payment of fees based on the rate of **\$90.00 per hour** for actual services rendered and an annual retainer to be paid at a rate of **\$550.00 per month**.

SECTION 2. The president is authorized to sign a contract, attached hereto as Exhibit A, which embodies the foregoing terms.

Passed and approved by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, at their regular meeting on

PASSED: 2-27-90

APPROVED: 2-27-90

Carl D. Oblinger
CARL D. OBLINGER
VILLAGE PRESIDENT

ATTEST:

Rose M. Miller
VILLAGE CLERK

EXHIBIT A
CONTRACT FOR LEGAL SERVICES

1. **Professional Undertaking:** The most important point in this letter is that we will do our utmost to serve you effectively. We cannot guarantee the success of any given venture, but we will strive to represent your interests vigorously and efficiently. John M. Myers will have primary responsibility and Thomas W. Kelty will have secondary responsibility for your representation, but we will utilize other attorneys and legal assistants in the office, especially our municipal paralegal, Daniel P. Schuering, in the best exercise of our professional judgment. In connection with this representation, we will provide the services described below. If at any time you have any questions, concerns or criticisms, please contact us at once.

2. **Fees:**

(a) We have agreed on an annual retainer to be paid at a rate of \$550.00 per month for this undertaking, which fee will constitute payment for (1) day-to-day telephone consultation on routine matters with members of the Board of Trustees and other Village officers and (2) attendance at two monthly Board of Trustees meetings.

(b) Legal services other than those described in 2(a) above that cannot be handled with a phone call or at the monthly meeting, e.g., drafting of ordinances and contracts, research on legal issues confronting the Village, correspondence, litigation, etc., will be handled by us at our normal hourly rate for municipalities, currently \$90 an hour.

3. **Costs:** Often it is necessary for us to incur expenses for items such as travel, lodging, meals, telephone calls and deposition transcripts. Similarly, some matters require substantial amounts of costly ancillary services such as photocopying, computerized legal research and staff overtime. In order to allocate these expenses fairly and keep billable rates as low as possible for those matters which do not involve such expenditures, these items are separately itemized on our statements as "Disbursements". Some disbursements represent out-of-pocket costs, some represent an allocation of overhead costs associated with the items and others represent a combination of both factors.

4. **Billings:** Our statements generally will be prepared and mailed during the month following the month in which services are rendered and costs advanced. A Billing Procedure Memorandum is enclosed.

5. **Renewal:** The representation, and terms thereof, provided by this engagement letter is subject to annual review and renewal.

6. **Termination:** Given the unique nature of this engagement, you will have the right to terminate our representation at any time. We will have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation.

We have ascertained that this particular representation would present no conflict of any kind. As is the case with all of our clients, representation on the above matter does not mean that we will necessarily accept representation on every matter as to which you may request it; and we reserve the right to decline representation for any reason we deem necessary or appropriate.

Our firm represents a large number of clients including many of long-standing. We owe a continuing duty to those clients and must maintain to the maximum extent possible our ability to represent them on future matters. It is possible that while you are a client a conflict of positions may arise between you and another client of the firm on a matter wholly unrelated to the present one, and we may be asked by the other client to represent it on the matter. If we wish to do so and if we conclude that the representation would not adversely affect our ability to effectively represent you in any unrelated pending matter, we would expect to consult with you and gain your consent to the representation.


Please be assured that we welcome you as a client on this matter, and we look forward to a mutually satisfactory and beneficial relationship. We trust that you will understand the desirability of making clear at this time the points mentioned above so as to avoid any future misunderstanding.

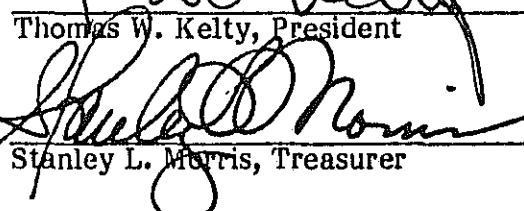
If the foregoing terms of this engagement letter and Billing Procedure Memorandum are acceptable to you, please approve this letter by resolution, sign the enclosed copy of this letter and return it to us in the enclosed envelope. If you have any questions, please feel free to contact us.

We enclose a firm brochure for your file.

Sincerely,

PFEIFER & KELTY, P.C.

BY: 
Thomas W. Kelty, President

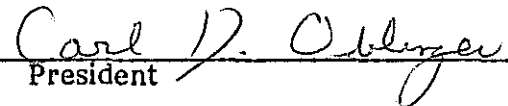
BY: 
Stanley L. Morris, Treasurer

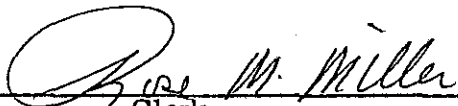
TWK/SLM:dnc
Enclosure

AGREED:

THE VILLAGE OF CHATHAM, ILLINOIS

2-27-90
Date


President

ATTEST: 
Clerk

PFEIFER & KELTY, P. C.

ATTORNEYS AT LAW

1300 SOUTH EIGHTH STREET

P. O. BOX 1858

SPRINGFIELD, ILLINOIS 62705

(217) 528-5604

FAX: (217) 528-9801

February 6, 1990

The Honorable Carl Oblinger and
Members of the Board of Trustees
Village of Chatham
Village Hall
117 East Mulberry
Chatham, IL 62693

Re: Village of Chatham, Illinois
Our File: 900-90008

Gentlemen:

You have approached us regarding our representing the Village of Chatham. As we have discussed, we propose that our firm will provide legal services to you and bill for services as follows:

1. **Professional Undertaking:** The most important point in this letter is that we will do our utmost to serve you effectively. We cannot guarantee the success of any given venture, but we will strive to represent your interests vigorously and efficiently. John M. Myers will have primary responsibility and Thomas W. Kelty will have secondary responsibility for your representation, but we will utilize other attorneys and legal assistants in the office, especially our municipal paralegal, Daniel P. Schuering, in the best exercise of our professional judgment. In connection with this representation, we will provide the services described below. If at any time you have any questions, concerns or criticisms, please contact us at once.

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Mayor Carl Oblinger and Members of
the Board of Trustees of the Village of Chatham
February 6, 1990
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3. **Costs:** Often it is necessary for us to incur expenses for items such as travel, lodging, meals, telephone calls and deposition transcripts. Similarly, some matters require substantial amounts of costly ancillary services such as photocopying, computerized legal research and staff overtime. In order to allocate these expenses fairly and keep billable rates as low as possible for those matters which do not involve such expenditures, these items are separately itemized on our statements as "Disbursements". Some disbursements represent out-of-pocket costs, some represent an allocation of overhead costs associated with the items and others represent a combination of both factors.

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Mayor Carl Oblinger and Members of
the Board of Trustees of the Village of Chatham
February 6, 1990
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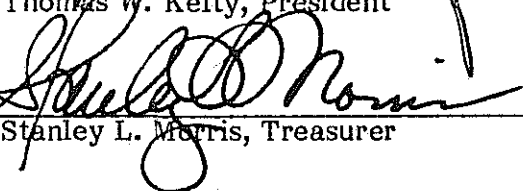
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We enclose a firm brochure for your file.

Sincerely,

PFEIFER & KELTY, P.C.

BY: 
Thomas W. Kelty, President

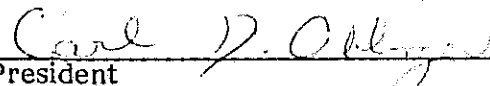
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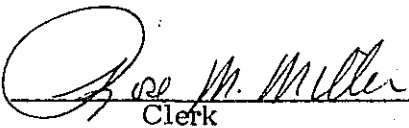
TWK/SLM:dnc
Enclosure

AGREED:

THE VILLAGE OF CHATHAM, ILLINOIS

2-27-90
Date


President

ATTEST: 
Clerk

VILLAGE OF CHATHAM

116 East Mulberry • Phone (217)483-2451
Chatham, Illinois 62629

VILLAGE PRESIDENT
Carl Oblinger

VILLAGE CLERK
Rose Miller

TRUSTEES
Terial Burke
Tim Claborn
Linda Koester
Terry Loving
Ed Osman
Mike Williamsen

March 2, 1990

VILLAGE ADMINISTRATOR
Del McCord

SUPT. OF VILLAGE OPERATIONS
Harold Bell

VILLAGE TREASURER
Donald C. Fuener

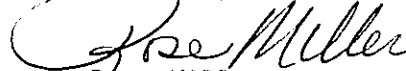
Mr. Thomas W. Kelty
President
Pfeifer & Kelty, P.C.
Attorneys At Law
1300 South Eighth Street
P. O. Box 1858
Springfield, Illinois 62705

Dear Mr. Kelty:

Please find enclosed a copy of Ordinance No. 90-4 which has been approved and passed by the Village Board of Trustees at its regular board meeting held on February 27, 1990, and attested to by the Village Clerk. This Ordinance authorizes the Village Board of Trustees and its President to retain the legal services of your company and to enter into a contract for such services. A copy of the fully executed contract is also attached.

Should you have any questions regarding this matter, please do not hesitate to contact our office.

Sincerely,



Rose Miller
Village Clerk

cc: Mayor Oblinger
Del McCord
Village Clerk