

Ordinance 07- 10

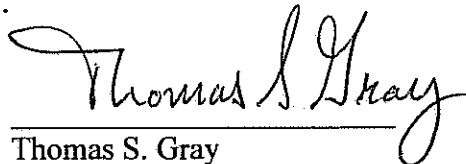
**AN ORDINANCE APPROVING THE ENAGEMENT OF SIKICH LLP
FOR AUDIT SERVICES AND PREPARATION OF THE ANNUAL
FINANACIAL REPORT IN ACCORDANCE WITH GASB NO. 34 FOR FISCAL
YEAR 2007**

SECTION 1: The Village of Chatham shall engage the firm of Sikich Gardner & Associates to perform the fiscal year 2007 audit and to prepare the annual financial report in accordance with GASB Statement No. 34 for a price of \$19,300, attached hereto as Exhibit A is hereby approved.

SECTION 2: The Village President is hereby authorized to engage Sikich Gardner & Associates to perform audit services and preparation of the annual financial report in accordance with GASB Statement No. 34 for fiscal year 2007 and the proper officers of the Village shall carry out the terms of the engagement.


SECTION 3: This Ordinance is effective immediately.

PASSED the 10th day of April, 2007.



Thomas S. Gray
Village of Chatham President

ATTEST:



Patrick F. Schad
Village of Chatham Clerk

AYES: 6 HERR SCHATTEMAN BOYCE
MCADAMS McGRATH KAUMACH PASSED: 4-10-07

NAYES: 0 APPROVED: 4-10-07

ABSENT: 0

STATE OF ILLINOIS)

)

COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do hereby certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 07-10 adopted by the President and the Board of Trustees of said Village on the 10th day of April, 2007 said Ordinance being entitled:

**AN ORDINANCE APPROVING THE ENAGEMENT OF SIKICH LLP
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YEAR 2007**

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

ON WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 10th day of April, 2007.



March 20, 2007

To the Board of Trustees
Village of Chatham
117 E. Mulberry
Chatham, Illinois 62629

We are pleased to confirm our understanding of the services we are to provide the Village of Chatham for the year ended April 30, 2007. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the Village of Chatham as of and for the year ended April 30, 2007. The following supplementary information accompanying the basic financial statements is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Other Required Supplementary Information

Also, the following additional information accompanying the basic financial statements will be subjected to the auditing procedures applied in our audit of the financial statements upon which we will provide an opinion in relation to the basic financial statements:

1. Combining and individual fund statements and schedules

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the basic financial statements, and for which our auditor's report will disclaim an opinion.

1. Additional Schedules

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and will include tests of the accounting records and other procedures we consider

necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles. You are also responsible for all management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee our financial statement preparation services and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them. The non-attest services expected to be performed during our audit of the financial statements as of and for the year ended April 30, 2007 are as follows:

1. Prepare copies of the Annual Financial Report to the State Comptroller

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Chatham and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Village involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, or violations of contracts or grant agreements that we may report.

During the course of our engagement, we will request information and explanations from management regarding the Village's operations, internal controls, future plans, specific transactions, accounting systems, compliance with laws and regulations and matters relating to fraud, as discussed in the preceding paragraphs. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter, which will include representations with respect to matters such as those discussed in the preceding paragraphs.

The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or cause a material error or fraud to go undetected by our procedures. In view of the foregoing, the Village agrees that we shall not be responsible for any misstatements in the Village's financial statements that we may fail to detect as a result of false or misleading representations made to us by any member of the Village's management.

Management of the Village has the sole responsibility for maintaining appropriate documentation in support of its financial activities as dictated by its internal and external requirements, including those of regulatory bodies. In the course of our audit we accumulate and retain for limited periods in the form of working papers certain documentation supporting the procedures performed and findings in the course of those procedures. These working papers are solely our property and remain as such until disposed by us in accordance with our record retention policies. As an accommodation, we may, upon request by you or authorized representatives in appropriate circumstances, make information available to you, or your authorized representatives from our files. However, beyond the extent necessary to meet requirements imposed on us by professional standards and regulatory bodies, we assume no responsibility for maintenance of documentation supporting client financial activities.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later period for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

In planning and performing our audits, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the Village's financial statements.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, we will inform the Board of Trustees of any matters involving internal control and its operation that we consider to be significant deficiencies under standards established by the American Institute of Certified Public Accountants. Significant deficiencies are a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the Village's financial statements that is more than inconsequential will not be prevented or detected.

Audit Procedures – Compliance

Identifying and ensuring that the Village of Chatham complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village of Chatham's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Administration, Fees, and Other

We understand that the Village will provide us with the basic information required for our audit, including information specified in the *Client Assist Workpaper Listing* (to be developed and delivered to the Village prior to fieldwork), and that the Village is responsible for the accuracy and completeness of that information.

Assistance to be supplied by your personnel, including the preparation of schedules and analyses of accounts, has been or will be discussed and coordinated with Sherry Dierking, Treasurer.

We will begin our audit at a mutually agreed upon date.

Our fees for these services, including travel and other out-of-pocket costs such as typing and reproduction costs, will be \$19,300. Our invoices for these services will be rendered periodically as work progresses and are payable within 60 days. The above fees are based on anticipated cooperation from the Village's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Services will be invoiced to you from time to time as work progresses. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty days of receipt of invoice. Invoices not paid within sixty days will be assessed a finance charge of 1% per month (12% annually). We also reserve the right to suspend or terminate services, including those referenced above, until such time as past due balances are paid. If we elect to terminate our services, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and out of pocket costs incurred by us through the date of termination.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In recognition of the relative risks and benefits of this agreement to both the Village and Sikich LLP, we have discussed with you and both parties have agreed on the fair allocation of risk between us. As such, you agree, to the fullest extent permitted by law, to limit the liability of Sikich LLP to you for any and all claims, losses, costs and damages of any nature whatsoever, so that the total aggregate liability of Sikich LLP to the Village shall not exceed one times our total fee for services rendered under this agreement. Both parties to this agreement intend and agree that this limitation apply to any and all liability or cause of action against Sikich LLP, however alleged or arising, unless otherwise prohibited by law.

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

We appreciate the opportunity to be of service to the Village of Chatham and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Sikich LLP
By Gary D. Neubauer, Partner

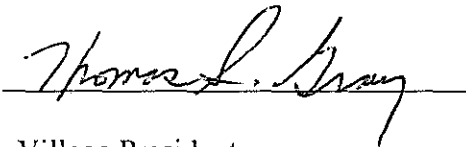
RESPONSE:

This letter correctly sets forth the understanding of the Village of Chatham.

By: _____

Title: Director of Finance/Treasurer

Date: _____

By: 

Title: Village President

Date: 4-10-07