

Ordinance No. 13- 43

**AN ORDINANCE APPROVING  
A LETTER OF ENGAGEMENT**

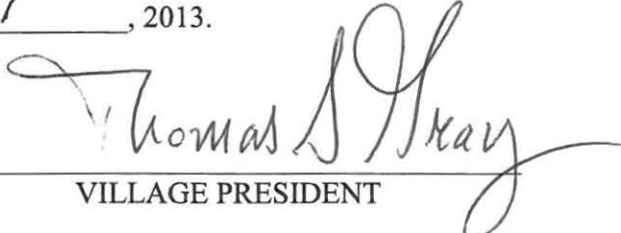
*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS AS FOLLOWS:*

**SECTION 1:** That certain Letter of Engagement between Thomas C. Pavlik, Jr. of Delano Law Offices, LLC and the Village of Chatham, a copy of which is attached hereto, is hereby approved.

**SECTION 2:** The President of the Village is authorized and directed to approve said Letter of Engagement on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out the Letter of Engagement by its terms.

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

PASSED this 29 day of OCT, 2013.

  
VILLAGE PRESIDENT

ATTEST:

  
Village Clerk



AYES: 4 BOYLE HOLDEN FORMEA SCHATTEMAN  
NAYS: 0  
PASSED: 10-29-13  
APPROVED: 10-29-13  
ABSENT: 2 CLAYTON KIMSEY



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CHARLES H. DELANO, III  
(1940 - 2006)  
CHARLES H. DELANO, IV, P.C.  
THOMAS C. PAVLIK, JR.  
SARAH DELANO PAVLIK  
PATRICK JAMES SMITH  
DAVID A. STJERN  
JASON VINCENT

October 23, 2013

**PERSONAL AND CONFIDENTIAL**

Village of Chatham  
c/o Del McCord, Village Manager  
116 East Mulberry Street  
Chatham, Illinois 62629

**LETTER OF ENGAGEMENT**

This Engagement Agreement is made between Thomas C. Pavlik, Jr. (hereinafter "Attorney") of Delano Law Offices, LLC (hereinafter "Firm") and the Village of Chatham (hereinafter "Client"). The purpose of this Agreement is to define terms of the financial relationship between Client and Attorney and Firm.

Attorney has been retained to represent Client regarding any disputes arising out of Client's water services contract with the City of Springfield, Illinois. The scope of this representation is not to include any matters or issues other than those arising out of Client's water services contract with the City of Springfield, Illinois. Attorney charges an hourly rate of Two Hundred Dollars (\$200.00) per hour for all services rendered. Time is kept in increments of one-quarter of an hour. Services for which charges are incurred include, but are not limited to, phone calls and correspondence to and from Attorney by Client, opposing party, or interested third parties; preparation of pleadings and discovery; research; conferences with Client, opposing party and necessary third parties; document review; discovery preparation; and court appearance(s), including travel time. Paralegal work, if any is required, will be charged One Hundred Dollars (\$100.00) per hour. Client is not charged for long distance phone charges or miscellaneous copies. Client is charged for copies when any one copy project exceeds thirty (30) pages. The rate is Twenty-Five Cents (\$.25) per page. Client is charged for all costs incurred during the Firm's representation of Client. Attorney will not forward costs unless adequate funds are present in Client's trust account. Costs include, but are not limited to, filing fees, service of summons fees, court reporter's fees (including transcripts) and subpoena fees. Unusual costs, such as expert witness fees, will not be incurred by Attorney without advanced approval of Client.

From time to time as necessary, another member of the Firm may provide services for Client.

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Client is entitled to receive a statement of account on a monthly basis, beginning the month following the date of this Letter of Engagement. Said statement will include an itemization of time spent by Attorney and/or other members of the Firm. Client will not be billed for time spent to explain or correct a billing statement. If the monthly billing statement indicates a balance due to the Firm, said amount must be paid in full within thirty (30) days unless specific alternate payment arrangements are made with Attorney and memorialized in writing to be attached to this Agreement. Unpaid balances are charged interest of 1½% per month. If Client does not pay the balance due in full each month and fails to reach an alternate payment agreement with Attorney, Attorney reserves the right to withdraw as counsel.

Client has been advised to read "Statement of Client's Rights and Responsibilities" attached hereto. Client should not sign any agreement that he or she finds to be unsatisfactory or that Client does not understand.

I have read and discussed the above with Attorney. I understand and agree to abide by the terms herein.

10-29-13  
Date



VILLAGE OF CHATHAM  
By: Thomas J Gray  
Its: PRESIDENT

DELANO LAW OFFICES, LLC

10-23-13  
Date

Thomas C. Pavlik, Jr.  
THOMAS C. PAVLIK, JR. - Attorney



**STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES**

(1) **WRITTEN AGREEMENT:** The written engagement agreement, prepared by Attorney, shall clearly address the objectives of representation and detail the fee arrangement, including all material terms. If fees are to be based on criteria apart from, or in addition to, hourly rates, such criteria (i.e. unique time demands and/or utilization of unique expertise) shall be delineated. The client shall receive any additional clarification requested and is advised not to sign any such agreement which the client finds to be unsatisfactory or does not understand.

(2) **REPRESENTATION:** Representation will commence upon signing of the written agreement. Attorney will provide competent representation, which requires legal knowledge, skill, thoroughness and preparation to handle those matters set forth in the written engagement agreement. Once employed, Attorney will act with reasonable diligence and promptness, as well as use his or her best efforts on behalf of Client, but he or she cannot guarantee results. Attorney will abide by Client's decision concerning the objectives of representation, including whether or not to accept an offer of settlement, and will endeavor to explain any matter to the extent reasonably necessary to permit Client to make informed decisions regarding representation. During the course of representation and afterwards, Attorney may not use or reveal Client's confidence or secrets, except as required or permitted by law.

(3) **COMMUNICATION:** Attorney will keep Client reasonably informed about the representation and will promptly respond to reasonable requests for information, including any reasonable request for an estimate respecting future costs of the representation or an appropriate portion of it. Client shall be truthful in all discussions with Attorney to provide competent representation. During representation, Client is entitled to receive all pleadings and substantive documents prepared on behalf of Client and every document received from any other counsel of record. At the end of the representation and/or in written request from Client, Attorney will return to Client all original documents and exhibits. In the event that Attorney withdraws from representation, or is discharged by Client, Attorney will turn over to the substituting counsel (or, if no substitutions, to Client) all original documents and exhibits together with complete copies of all pleadings and discovery within thirty (30) days of the counsel's withdrawal or discharge.

(4) **ETHICAL CONDUCT:** Attorney cannot be required to engage in conduct which is illegal, unethical or fraudulent. In matters involving minor children, Attorney may refuse to engage in conduct which, in Attorney's professional judgment, would be contrary to the best interests of Client's minor child or children. An attorney who cannot ethically abide by his or her client's directions shall be allowed to withdraw from representation.

(5) **FEES:** Attorney's fee for services may not be contingent upon securing of a dissolution of marriage, upon obtaining custody, or be based upon the amount of

maintenance, child support, or property settlement received, except as specifically permitted under Supreme Court rules. Attorney may not require a non-refundable retainer fee, but must remit back any overpayment at the end of representation. Attorney may enter into a consensual security agreement with Client whereby assets of Client are pledged to secure payment of legal fees or costs, but only if Attorney first obtains approval of the Court. Attorney will prepare and provide Client with any itemized billing statement detailing hourly rates (and/or other criteria), time spent, tasks performed and costs incurred on a regular basis, at least quarterly. Client should review each billing statement promptly and address any objection or error in a timely manner. Client will not be billed for time spent to explain or correct a billing statement. If an appropriately detailed written estimate is submitted to Client as to future costs for Attorney's representation or a portion of the contemplated services (i.e. relative to specific steps recommended by Attorney in the estimate) and, without objection from Client, Attorney then performs the contemplated services, all such services are presumptively reasonable and necessary, as well as to be deemed pursuant to Client's direction. In an appropriate case, Client may pursue contribution to his or her fees and costs from the other party.

(6) DISPUTES: The attorney-client relationship is regulated by the Illinois Rules of Professional Conduct (Article VIII of Illinois Supreme Court Rules), and any dispute shall be reviewed under the terms of such Rules.

**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS                    )  
  ) SS  
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 further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 13- 43, adopted by the President and Board of Trustees of said Village on the 29 day of OCT, 2013, said Ordinance being entitled:

**AN ORDINANCE APPROVING  
A LETTER OF ENGAGEMENT**

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 Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 29 day of OCT, 2013.

  
\_\_\_\_\_  
Village Clerk

