

Ordinance No. 91-47

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

SECTION 1: The law firm of LONG, MORRIS, MYERS & RABIN, 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 this 23 day of September, 1991.

Carl Oblinger
CARL OBLINGER, VILLAGE PRESIDENT

AYES: 6
NAYS: 0
PASSED: 9-23-91
APPROVED: 9-23-91
ABSENT: 0

attest: Pat Schulz
Village Clerk

LONG, MORRIS, MYERS & RABIN p.c.
ATTORNEYS AT LAW

1300 SOUTH EIGHTH STREET • P.O. BOX 1858 • SPRINGFIELD, ILLINOIS 62705-1858
PHONE: 217-528-5604 • FAX: 217-528-9801

JOHN H. LONG
STANLEY L. MORRIS •
JOHN M. MYERS
MARK RABIN
W. SCOTT HANKEN
*ALSO LICENSED IN MISSOURI

September 10, 1991

The Honorable Carl Oblinger
Village President
Village of Chatham
116 East Mulberry Street
Chatham, IL 62629

Re: Representation of the Village of Chatham
Our File: 1229-90001

Dear Mayor Oblinger:

We hereby propose to represent the Village of Chatham as Village attorneys. The basis on which our firm proposes to provide legal services to you and bill for its services is as follows:

- 1. Scope of Employment and Fees:** We propose to continue the existing fee arrangement you had with the old firm of Pfeifer & Kelty -- a \$550 per month retainer, for which we will attend two board meetings per month and answer routine phone calls from board members and village officers, plus \$90 per hour for other work for this Village. John M. Myers will have the primary responsibility for representing the Village of Chatham as its Village Attorney, but will from time to time use other attorneys and paralegals where necessary.
- 2. 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 and computerized legal research. 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".
- 3. Billings:** Our statement 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.

The Honorable Carl Oblinger
September 10, 1991
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4. **Termination:** 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 representations 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 of 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.

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 have this proposal approved at a board meeting, 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.

Sincerely,

LONG, MORRIS, MYERS & RABIN, P.C.

By: _____

John M. Myers

JMM:dnc
Enclosure

AGREED:

VILLAGE OF CHATHAM

9-23-91

Date

BY: _____

Carl Oblinger, Village President

BILLING PROCEDURE MEMORANDUM

TO: Village of Chatham, Illinois
FROM: Long, Morris, Myers & Rabin, P.C.
DATE: September 10, 1991
RE: Billing Procedure

We are pleased to have you as a client. Our billing and credit procedures are designed to be as simple and as clear as possible. Experience has shown us that the client/attorney relationship gets off to a better start when there is a mutual understanding about fees and payment of same. For instance, you should know how you will be billed for legal services and what the payment terms are. We should know the conditions upon which you will be paying your account.

At the beginning of work on your legal matter, you will be given an engagement letter in which specific fees and types of expenses and costs for your case will be spelled out -- including any retainer which you have paid. If a special payment plan has been arranged, it will be detailed in the letter along with information about your legal objectives and methods of achieving same. Such letter is a written agreement between you and our firm.

We believe in staying in touch with our clients to insure that the legal work we do proceeds as smoothly as possible and that our billings are accurate and understandable. Any questions you may have about your billing should be directed to our bookkeeper.

Our client statements are generated monthly. The amount owing is due and payable within thirty (30) days of the billing date unless you have made alternate arrangements agreeable to us.

Arrangements for payment of fees and costs on an extended or deferred basis must be made in advance. If you wish to extend or defer payments, please contact the accounting department immediately.

On regular accounts not paid within thirty (30) days a service charge of one and one-half percent (1½%) per month on the unpaid balance may be charged to cover the cost of handling your account.

Fees may be paid with Visa or Mastercard. In the event of a dispute with the attorney or firm as to the amount charged, you may make a written complaint to the bank which issued your card.

If you wish to ask about your billing or about the legal services which you have been rendered, please call our office when you receive your statement. **If no comment about the billing is received within 30 days of the statement date, we will assume that you have seen the statement and find it acceptable.**