

Ordinance No. 09- 05

**AN ORDINANCE APPROVING AN AGREEMENT WITH  
VIRCHOW KRAUSE & COMPANY, LLP**

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

**SECTION 1:** That a certain agreement by and between the Village of Chatham and Virchow Krause & Company, LLP, which is attached hereto, is hereby approved.

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

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

PASSED this 24 day of FEB, 2009.

Thomas S Gray  
VILLAGE PRESIDENT

ATTEST:

Pat Scherl  
Village Clerk

AYES: 5 HERR, SCHATTEMAN, BOYLE, REYNOLDS, McGRATH

NAYS: 0

PASSED: 2-24-09

APPROVED: 2-24-09

ABSENT: 1 KAUNANAGA





**Virchow Krause  
& company**

February 10, 2009

Mr. Del McCord, Director  
Village of Chatham Electric Department  
116 E Mulberry St  
Chatham, IL 62629

Dear Del:

We are pleased to have this opportunity to submit a proposed workplan and fee schedules to provide consulting services to conduct an electric cost of service study. Our workplan is similar to our last engagement with the Village of Chatham with the addition of looking at potential new rate class/classes.

We welcome the opportunity to discuss specific aspects of them. If you have any questions, please contact me at 800.362.7301, Ext. 2631, or Mike Johnson, 800.362.7301, Ext. 2623.

If the terms of this letter are in accordance with your understanding and agreement, please sign below and return a signed copy of this letter via mail or scanned email to rhissom@virchowkrause.com. If you have any questions, don't hesitate to call or email me. We appreciate the opportunity to provide these services to the Village of Chatham and are excited to start working on this project

Sincerely,

VIRCHOW, KRAUSE & COMPANY, LLP

Russ Hissom, CPA, Partner

Enclosure

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Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

### PROJECT TIMELINE

We will complete the project within 12 weeks from the project commencement.

### PROJECT WORKPLAN AND FEE SCHEDULE

<b>Task</b>	<b>Project Steps</b>	<b>Hours</b>
<b>1. Project Management and Communication</b>		<b>24</b>
1.1	Attend project kick-off meeting with management	
1.2	Establish points of contact and responsibility for member and Virchow Krause	
1.3	Agree on project milestones	
1.4	Establish communication protocols and frequency	
1.5	Discuss project logistics	
1.6	Initiate web-based project tool protocols	
1.7	Finalize project workplan with management's approval	
1.8	Discuss the initial data request for information needed to complete the study	
<b>2. Cost of Service Study</b>		<b>48</b>
2.1	Discuss cost allocation methodologies with utility management and operations staff; review cost allocations used in latest cost-of-service study.	
2.2	Review line item operation and maintenance expense items for the electric revenue requirement for allocation into electric cost parameters including: <ul style="list-style-type: none"> <li>• Demand</li> <li>• Transmission components</li> <li>• Energy components</li> <li>• Distribution components</li> <li>• Customer coincident peak demand</li> <li>• Customer non-coincident peak demand</li> <li>• System and customer load factors</li> <li>• Line losses</li> <li>• Customer Costs               <ul style="list-style-type: none"> <li>◦ Billing</li> <li>◦ Meters</li> </ul> </li> <li>• Street lighting</li> <li>• Administrative and general</li> <li>• Cost allocation methodologies</li> <li>• GASB 43 and 45 liabilities and related accounting treatments</li> </ul>	
2.3	Review capital additions allocation into the above electric cost parameters <ul style="list-style-type: none"> <li>• Review rate of return component allocation into the above electric cost parameters</li> </ul>	

<b>Task</b>	<b>Project Steps</b>	<b>Hours</b>
	2.4 Review electric demand and energy sales by customer class and determine the system demand for each customer class; and for demand rate schedules—on a customer by customer basis for large customers.	
	2.5 Review cost-of-service allocated to each customer class based on system demand and other industry factors	
	2.6 Issue draft report on recommendations regarding changes to current cost allocation methodology based on the Braintree Electric Light Dept. system dynamics—discuss with management and update as variables as identified	
<b>3. Rate Design and Analysis</b>		<b>24</b>
	3.1 Discuss rate design methodologies with utility management and operations staff	
	3.2 Review cost of service results by customer class	
	3.3 Review customer demand and energy statistics by customer class	
	3.4 Discuss recommendations with management regarding moving customers to different rate classes where their load profile warrants a change	
	3.5 Discuss with management any recommendations regarding the need for additional rate classes (potential new all electric rate class etc.)	
	3.6 Issue draft of comments and recommendations to utility management for review; discuss with management and revise as needed	
<b>4. Draft Report and Quality Control Practices</b>		<b>16</b>
	4.1 Perform quality assurance procedures	
	4.2 Issue draft report to utility management and stakeholders	
	4.3 Discuss draft report with management	
	4.4 Make requested revisions	
<b>5. Final Report Delivery and Presentation</b>		<b>16</b>
<b>Total Work Hours</b>		<b>128</b>
<b>Blended Rate</b>		<b>\$ 170</b>
<b>Total Labor Fee</b>		<b>\$ 21,760</b>
<b>Other Pass-Through Costs Estimate (Travel, printing, etc.)</b>		<b>\$ 1,500</b>
<b>Total Project Costs</b>		<b>\$ 23,260</b>



## TERMS AND CONDITIONS

**STANDARD TERMS & CONDITIONS**

These Standard Business Terms ("Terms") govern the services provided by Virchow Krause & Company, LLP ("Virchow Krause") set forth in the Statement of Work to which these Terms are attached (the "Services"). These Terms, together with the Statement of Work to which they are attached, constitute the entire understanding and agreement between the client identified on such Statement of Work (the "Client") and Virchow Krause with respect to the Services described in the Statement of Work (collectively, the Statement of Work and these Terms are referred to as the "Agreement") and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. If there is a conflict between these Terms and the terms of any Statement of Work, these Terms shall govern.

**Section 1. Confidentiality**

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (A) publicly known, (B) already known to the recipient; (C) disclosed to a third party without restriction; (D) independently developed; or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, Virchow Krause may disclose Client's Confidential Information to its subcontractors and affiliates.

**Section 2. Deliverables**

(a) Materials specifically prepared by Virchow Krause for Client as a deliverable under a Statement of Work (each a "Deliverable") may, when fully paid for by Client, be used, copied, distributed internally, and modified by Client but solely for its internal business purposes. Client shall not, without Virchow Krause's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Virchow Krause shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Virchow Krause may develop or supply in connection with this Agreement (the "Virchow Krause Knowledge"). Subject to the confidentiality restrictions contained in Section 1, Virchow Krause may use the Deliverables and the Virchow Krause Knowledge for any purpose. (b) The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Virchow Krause and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, Client hereby authorizes us to do so.

**Section 3. Acceptance**

Client shall accept Deliverables which (i) substantially conform to the specifications in the Statement of Work or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the Statement of Work. Client will promptly give Virchow Krause written notification of any non-conformance of the Deliverables with such requirements ("Non-conformance") within thirty (30) days following delivery of such Deliverables, and Virchow Krause shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable before acceptance, fails to promptly notify Virchow Krause of any Non-conformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise determined under the Statement of Work, then the Deliverable shall be deemed irrevocably accepted by the Client.

**Section 4. Standards of Performance**

Virchow Krause shall perform its Services in conformity with the terms expressly set forth in this Agreement, including all applicable professional standards. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standard or Client and Virchow Krause otherwise agree in writing, Virchow Krause shall have no responsibility to update any of its work after its completion.



## TERMS AND CONDITIONS

### Section 5. Warranty

(a) Each Party represents and warrants that each party has the power and authority to enter into and fully perform its obligations under this Agreement. (b) Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Virchow Krause to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprise any of Client's information technology system upon which or related to which Virchow Krause provides Services under this Agreement. (c) Virchow Krause warrants that any Services that it provides to Client under this Agreement and any Statement of Work will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Virchow Krause's warranty will be for Virchow Krause, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee

Client paid for the Services that are in breach of Virchow Krause's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Virchow Krause's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Virchow Krause or to the environment in which the Services are used (including the physical, network and systems environments) that are not authorized in writing by Virchow Krause. If Client does not notify Virchow Krause of a breach of Virchow Krause's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services. (d) Virchow Krause does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Virchow Krause "AS IS." Virchow Krause will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client, recognizing that Virchow Krause is not the manufacturer of any Product, expressly waives any claim that Client may have against Virchow Krause based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a "Claim") with respect to any Product and also waives any right to indemnification from Virchow Krause against any such Claim made against Client by another. Client acknowledges that no employee of Virchow Krause or any other party is authorized to make any representation or warranty on behalf of Virchow Krause that is not in this Agreement. (e) This section 4 is Virchow Krause's only warranty concerning the services and any deliverables, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, non-infringement, or fitness for a particular purpose, or otherwise.

### Section 6. Risk Allocation

(a) In no event, and NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, will Virchow Krause and its present or former partners, principals, agents or employees OR ANY OF ITS THIRD-PARTY SUPPLIERS be liable to Client or any third party for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, DELAYS, INTERRUPTIONS, OR VIOLATIONS arising out of or related to this Agreement regardless of the basis of the claim, whether in contract or tort (including Virchow Krause's NEGLIGENCE, strict liability or otherwise) AND WHETHER FORESEEABLE OR NOT and even if Virchow Krause has been advised of the possibility of such damages AND IN NO EVENT WILL Virchow Krause and its present or former partners, principals, agents or employees AGGREGATE liability (including attorneys' fees and ALL other costs) to Client, IF ANY, EXCEED the amount of the fees actually paid BY CLIENT to Virchow Krause UNDER THIS AGREEMENT FOR the specific services FOR WHICH LIABILITY HAS BEEN ASSERTED. (b) As Virchow Krause is performing the Services solely for the benefit of Client, Client will indemnify Virchow Krause, its affiliates and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services, Client's use of the Deliverables, or this Agreement. In the event Virchow Krause is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Virchow Krause is not a party to the proceeding in which the information is sought, Client will reimburse Virchow Krause for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request. (c) Because of the importance of the information that Client provides to Virchow Krause with respect to Virchow Krause's ability to perform the Services, Client hereby releases Virchow Krause and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorneys' fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current. (d) Virchow Krause will indemnify Client against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Virchow Krause is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Virchow Krause's personnel or agents in performing the Services. (e) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement. (f) Any action against by either party to this Agreement against the other which in any way relates to the Services or fees for the Services must be brought within twelve (12) months after the performance of the Services for which the action is brought.

**Section 7. Personnel**

During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

**Section 8. Termination**

(a) This Agreement may be terminated at any time by either party upon fifteen (15) days' written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Statement(s) of Work already issued at the time of such termination, until such Statements of Work are themselves either terminated or the performance thereunder is completed. (b) This Agreement and all Statements of Work may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors. (c) Client shall pay Virchow Krause for all Services rendered and expenses incurred as of the date of termination, and shall reimburse Virchow Krause for all reasonable costs associated with any termination. (d) Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement shall be resolved as set forth in this Section using the following procedure: Upon the occurrence of such a dispute, either party may send written notice to the other party seeking a meeting or telephone conference involving representatives of the parties with authority to resolve and settle the dispute. The parties shall use their best efforts to have such meeting or conference within three (3) business days after written notice of the dispute has been provided and to act in good faith to resolve the dispute. If, despite such efforts, the dispute has not been resolved or settled within ten (10) business days after written notice of the dispute has been provided, either party may pursue mediation as described below by providing written notice to the other party requesting mediation. In the mediation process, the parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who shall attempt to facilitate negotiations. The mediator shall be selected by agreement of the parties. If the parties cannot otherwise agree on a mediator, a mediator shall be designated by the American Arbitration Association or any successor organization ("AAA"). Any mediator so designated must be reasonably acceptable to all parties (a mediator so appointed by the AAA shall be deemed acceptable if not rejected for specific written reasons by a party within three (3) business days of notice to a party of the identity of such mediator). The mediation shall be conducted using the procedure specified by the mediator. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and, therefore, shall be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Except as otherwise provided in this Agreement, each party shall bear its own costs in the mediation and the fees and expenses of the mediator shall be shared equally by the parties. If a dispute has not been resolved within ten (10) days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties may pursue any remedy available to them under law. (e) Because a breach of any the provisions of this Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Virchow Krause agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the procedure set forth in Section 7(d) in order to seek injunctive or declaratory relief. (f) Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement or any Statement of Work.

**Section 9. Force Majeure**

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

### Section 10. Taxes

Virchow Krause's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the "Taxes"), all of which shall be paid by Client without deduction from any fees owed by Client to Virchow Krause. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Virchow Krause, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 9.

### Section 11. Notices

Any notice or communication required or permitted under this Agreement or any Statement of Work shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.

### Section 12. Miscellaneous

(a) This Agreement and any Statement(s) of Work constitute the entire agreement between Virchow Krause and Client with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof. No terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically hereby objected to by Virchow Krause. This Agreement and any Statement of Work cannot be amended unless in writing and signed by duly authorized representatives of each party. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement. (b) In the event that any provision of this Agreement or any Statement of Work is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such Statement of Work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision, if the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Virchow Krause's independence under its rules, such provision(s) shall be of no effect. (c) Neither this Agreement, any Statement of Work nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Virchow Krause. Virchow Krause may assign and transfer this Agreement and any Statement of Work to any successor that acquires all or substantially all of the business or assets of such Virchow Krause by way of merger, consolidation, other business reorganization, or the sale of interests or assets, provided that Virchow Krause notifies Client in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Agreement. (d) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of Wisconsin, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in Wisconsin. Both parties consent to the personal jurisdiction of the state and federal courts located in Wisconsin. The parties each knowingly and voluntarily waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement. (e) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. (f) The failure of Virchow Krause at any time to enforce any of the provisions of this Agreement or a Statement of Work will in no way be construed as a waiver of such provisions and will not affect the right of Virchow Krause thereafter to enforce each and every provision thereof in accordance with its terms. (g) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Statement of Work entered into pursuant hereto and the person signing this Agreement or such Statement of Work on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement. (h) Client acknowledges that: (i) Virchow Krause and Client may correspond or convey documentation via internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of internet e-mail, and (iii) Virchow Krause shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any internet e-mail. (i) Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement. (j) Virchow Krause is sometimes subpoenaed to produce our records and occasionally to give testimony regarding the work that we do for the Client pursuant to engagements like this. In the event this occurs, the Client agrees to reimburse Virchow Krause for our reasonable time and expense and reasonable attorney's fees which may be incurred.



**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. 09- 05, adopted by the President and Board of Trustees of said Village on the 24 day of FEB, 2009, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN AGREEMENT WITH  
VIRCHOW KRAUSE & COMPANY, LLP**

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 24 day of FEB, 2009.

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

