

Jill S. Waggener
MORGAN COUNTY CLERK & RECORDER
P. O. Box 1387
Jacksonville, Illinois 62650-1387
217-243-8581 • Fax: 217-243-8368

December 21, 2018

Dear Mr. Kraft:

Thank you for writing to the Morgan County Clerk with your request for information pursuant to the Illinois Freedom of Information Act.

On December 17, 2018, you requested the following documents:

1. A copy of the resolution appointing an attorney for the county.
2. Copy of any judge's signature approving the county to hire an attorney.
3. Copy of the State's Attorney's approval/appointment of this attorney.
4. Copy of anything setting this attorney's compensation.
5. Copy of any letter of engagement with this attorney.

With respect to #1, we do not possess any responsive document(s).

With respect to #2, we do not possess any responsive document(s).


With respect to #3, we do not possess any responsive document(s).

With respect to #4, the document is attached.

With respect to #5, the document is attached.

If you have any questions or concerns or if there is anything else I can do to assist you, please call me at 217-243-8581 or email jwaggener@morgancounty-il.com

Sincerely,


Jill Waggener
County Clerk

December 13, 2018

Mr. Bradley A. Zeller
Chairman, Morgan County Board of Commissioners
300 West State Street
Jacksonville, IL 62650

**Via Email &
First Class Mail**

Re: Legal Representation of Morgan County

Dear Mr. Zeller:

I am pleased to have the opportunity to serve Morgan County (“the County”) with regard to the review and possible revision of the County’s wind energy ordinance and related ordinances, resolutions and policies; representation of the County with respect to the negotiation and execution of road use agreements for proposed wind farm projects and the provision of additional legal services as may be directed by the County Board of Commissioners or other County officials.

As we have discussed, effective January 1, 2019, I will be a partner of the firm Klein, Thorpe & Jenkins, Ltd. If the terms of this engagement letter are accepted by Morgan County, the County understands it is engaging the firm of Klein, Thorpe & Jenkins, Ltd. (“KTJ”) and the representation will begin on January 1, 2019.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which KTJ will be providing legal services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions. We look forward to working with you and will do our best to provide the highest quality legal services in a responsive and efficient manner.

Staffing

I will be the attorney primarily responsible for this representation, with the assistance of other attorneys or legal assistants as appropriate from time to time. When questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me. It is important that you are satisfied with our services and responsiveness at all times.

We intend to provide quality legal services in an efficient, economical manner. At times this necessitates involving other firm attorneys with the requisite expertise, and assistants, who are not attorneys but are experienced in the preparation of documents and the completion of various tasks.

Responsibilities

We will provide legal counsel and assistance to you in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries. To enable us to effectively render these services, you agree to cooperate fully with us, to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request, and to keep us apprised of relevant developments.

Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of KTJ is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result.

Fees, Disbursements, and Other Charges

Our fees will be based on the amount of time spent by attorneys and our assistants on this matter. Each lawyer and assistant has an hourly billing rate based generally on his or her experience and any special expertise. The rate, multiplied by the time spent on your behalf, measured in tenths of an hour, will be evaluated by the billing attorney as the basis for determining the fee. Our billing rates are as follows:

General Legal Services:

\$215.00 per hour for partner's time
\$205.00 per hour for senior associate's time
\$195.00 per hour for associate's time
\$155.00 per hour for senior paralegal's time
\$145.00 per hour for paralegal's time
\$125.00 per hour for law clerk's time
\$ 90.00 per hour for paralegal/clerk time

Miscellaneous Expenses:

Copying	20¢ per page
Printing	actual cost
Delivery	actual cost
Filing fees	actual cost
Mileage	current IRS rate
Computer research	actual cost
Secretarial	not charged
Facsimile	not charged

For road use agreements for specific projects, my billing rate will be \$300.00. For such projects, we will have a separate engagement agreement which will reflect that legal fees are anticipated to be reimbursed by the developer of the wind farm project.

Fees, disbursements, and other charges will be billed monthly and are payable upon presentation.

Mr. Bradley A. Zeller
December 13, 2018
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If this letter correctly reflects your understanding of the terms and conditions of KTJ's representation, please confirm your acceptance by signing in the space provided below and return an original signature page to me.

I am so pleased to have this opportunity to be of service and to work with you.

Sincerely yours,

By: Sheryl H. Churney
Sheryl H. Churney

The Morgan County Board of Commissioners have read and understand the terms and conditions set forth in this letter, agree to them and have authorized me, in my capacity as County Board Chairman, to sign this engagement letter.



Bradley A. Zeller, Chairman
County Board of Commissioners
Date: December ____, 2018