

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ENGAGEMENT LETTER PROPOSAL BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND KETCHUM ADVISORY, LLC

WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREAS, KETCHUM ADVISORY, LLC (the "Company"), is in the business of providing consulting services including the performance of forensic audits (the "Services"); and

WHEREAS, the City Council has determined that it is necessary to have the forensic audit of the Crest Hill Events Committee performed; and

WHEREAS, the City Council has by separate Resolution determined to approve the engagement of the law firm of Hervas, Condon & Bersani to provide legal services relating to the investigation and forensic audit of the Crest Hill Events Committee; and

WHEREAS, the City Council desires to approve the engagement of the Company by Hervas, Condon & Bersani, and to provide the Services and the Company is ready, willing, and able to perform the Services for the City; and

WHEREAS, KETCHUM ADVISORY, LLC has provided an engagement letter for the performance of a Forensic Audit Phase I relating to analysis of the operation of the Crest Hill Events Committee from its inception through 2026 pursuant to the terms contained therein ("the Agreement"). A copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein; and

WHEREAS, the City Council has reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to approve and authorize the engagement of Ketchum Advisory, LLC by Hervas, Condon & Bersani pursuant to the terms of the Engagement Letter with Hervas, Condon & Bersani approved by separate Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes Hervas, Condon, & Bersani to execute the Agreement and further to take all steps necessary to effect the intent of this Resolution, which is to engage the services of the Company to perform the Services.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provision of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 4: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and approval, as provided by law.

[Intentionally Blank]

PASSED THIS 4TH DAY OF MAY, 2026.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

Christine Vershay-Hall, City Clerk

APPROVED THIS 4TH DAY OF MAY, 2026.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

Ketchum Advisory, LLC

Sarah L. Ketchum,
Partner and Founding Member

sketchum@ketchumadvisory.com
773-354-8979 Direct

10645 North Tatum Blvd., Ste. 200-104
Phoenix, AZ 85028

405 W Superior St., 7th Floor
Chicago, IL 60654

April 24, 2026

Michael D. Bersani, Esq.
Hervas, Condon & Bersani, P.C.
333 Pierce Road
Suite 195
Itasca, IL 60143

Re: The City of Crest Hill

Dear Mike:

This letter will confirm the retention of Ketchum Advisory, LLC (“Ketchum Advisory”) effective as of April 24, 2026 by The City of Crest Hill (“Crest Hill” or “Client”) and Hervas, Condon & Bersani, P.C. (“Hervas, Condon & Bersani” or “Counsel”) to provide professional consulting services to the Client identified above. The professional services may include the following general business consulting areas: **forensic accounting analysis, funds tracing, economic damages analysis, general financial and accounting analysis, and general business consulting.**

Scope of Services

Ketchum Advisory understands that its work on this engagement is to be performed at the request of Counsel and with Counsel and Client. The services anticipated to be performed may involve forensic and financial accounting analysis, funds tracing, economic damages analysis, calculation of economic damages, if any, and compilation of report or findings and opinions, if or as determined necessary, as well as other tasks requested by Counsel and Client. Ketchum Advisory currently understands this matter is an internal investigation at this time and not a formal dispute. In the event this matter later becomes a dispute between relevant parties, the scope of services may change and later include litigation support and/or expert report submission and testimony, if or as determined relevant and necessary.

Ketchum Advisory and its experts and consultants consider themselves to be objective and independent, not advocates for any pre-defined outcome, forming their own opinions and analyses. As a condition of this engagement, Client and Counsel acknowledge that Ketchum Advisory is being engaged to provide its objective analysis and opinions, and that Ketchum Advisory has not made and cannot make any guarantees regarding the nature or admissibility of its final opinions and conclusions that may be formed on this engagement or the outcome of the matter. All discussions with Client and Counsel with respect to such opinions or outcomes are limited by our knowledge at the time.

Client and Counsel agree that prior to the submission of any statement describing experience, credentials, or the nature of our work performed or opinions in this matter (e.g., answers to interrogatories, expert disclosure, etc.), Ketchum Advisory will be provided a reasonable opportunity to review any such statement for accuracy.

Workproduct

Any and all workproduct, or expert testimony (if determined necessary or relevant), and any supporting work papers, schedules, reports, studies, data analyses, or other information that Ketchum Advisory prepares shall be our own property. Client can use and disclose such testimony and supporting work product as required solely for purposes of this matter.

The preparation of our workproduct is an evolving process as information becomes available and as analyses are conducted during the course of this engagement. Preliminary conclusions and other superseded materials such as notes, drafts, lists, and other irrelevant data are not part of the final workproduct. These items are superseded appropriately on a routine basis in the normal course of business as tasks are performed and completed. Ketchum Advisory, however, recognizes that there are circumstances that may require the retention of such drafts and interim documents and work product, including, but not limited to, subpoenas and court orders. To the extent that circumstances dictate that as necessary in this matter, we expect that Counsel will provide Ketchum Advisory with timely instructions regarding any document and information retention practices that may be at issue and vary from our own practices, as described above.

At the end of the engagement, Counsel will instruct Ketchum Advisory with respect to the disposition of documents and data provided during the course of the engagement. Counsel can either (a) direct Ketchum Advisory to return all such documents to Client / Counsel; (b) authorize Ketchum Advisory to discard such documents; or (c) direct Ketchum Advisory to maintain and store any or all such documents. At the end of the engagement, we will communicate with Counsel in writing to ascertain the decision regarding Ketchum Advisory's disposition of such documents. If there is no response from Counsel within 90 days of the date of such communication, Ketchum Advisory reserves the right to discard any such documents or copies of documents in its possession or control.

Fees And Expenses

The engagement team will be led by Sarah Ketchum, who will be assisted by others as appropriate. Ketchum Advisory will make every reasonable effort to perform the assignment in a cost-effective manner. Ketchum Advisory will bill Client monthly based on hours incurred for professional services performed at established hourly rates in effect at the time, plus related out-of-pocket expenses.

Ketchum Advisory has an hourly rate for Sarah Ketchum on this matter of \$475. Hourly rates for other professionals who may assist on this matter range from \$250 to \$550. These hourly rates are guaranteed through December 31, 2026. Our rates may be adjusted annually thereafter and we will notify you of any rate changes. If required and incurred, out-of-pocket expenses could include travel, mileage charges, courier and other such costs that were reasonably and necessarily incurred in connection with the performance of the work. Out-of-pocket expenses are billed at cost with no markup.

Our invoices are due upon receipt, and payment of professional fees and expenses is expected within 30 days of the invoice date. Ketchum Advisory agrees that Client, and not Counsel, will be solely responsible for the payment of all professional fees and expenses incurred in connection with this engagement. A late charge of 1% per month will accrue on amounts not paid within 90 days of the date of the invoice. Client agrees to review invoices upon receipt and advise Ketchum Advisory within 30 days of invoice date of any objection Client may have with the form or substance of the invoice. A lack of notifying Ketchum Advisory of objection to an invoice within this time period shall be evidence of Client's agreement to pay the invoice in full.

If a report, statement of opinions, deposition, or trial testimony is required, Ketchum Advisory reserves the right to request or require payment of all outstanding fees and expenses prior to submission of such report, workproduct, or testimony as either an appropriate business practice, or as a matter of ensuring the trier of fact understands that our opinions being offered are independent from the question of payment for our services, and we reserve the right to suspend services until payment is received on past due invoices. Client agrees, as a condition of our retention, that payment of Ketchum Advisory invoices is not contingent upon any particular findings or result of the professional services rendered. Ketchum Advisory's fees shall be paid regardless of the opinion rendered or the outcome of any litigation, settlement, or other proceeding.

From time to time, we may provide an estimate of fees and expenses relating to this matter. Such estimates are subject to many unknown or uncontrollable variables. As such, they are only intended as a best estimate at a particular point in time. They may change as we move forward, and they are not intended to be an agreed upon fixed-fee amount. It is agreed that any fee estimates we provide to Counsel will be promptly forwarded to Client, and that Ketchum Advisory may communicate directly with Client regarding billing and other administrative matters. Ketchum Advisory is undertaking this engagement on the understanding that Counsel has received Client's consent for the retention of Ketchum Advisory, that Counsel will timely provide Client with a copy of this engagement letter, and that the terms hereof are acceptable to Client.

Ketchum Advisory bills by the quarter hour and does not keep detailed records describing the manner in which time is incurred when working on this matter. Ketchum Advisory generally identifies and includes the type of work performed on its invoices. Client must advise Ketchum Advisory at onset of engagement of any more detailed or specific time-keeping requirements or expectations.

Testimony Provisions

If the decision is made or it is determined necessary to call Sarah Ketchum as the expert witness in this matter, it is important to remember that certain courts may require a testifying expert to disclose cases in which the expert testified at deposition or trial. If any professional is asked to provide testimony, it may be necessary for them to resist efforts by a third party to elicit materials confidential or proprietary to Ketchum Advisory, its personnel, or clients. This may be necessary due to confidentiality agreements, protective orders governing those other engagements, restrictions on disclosure imposed by other clients, or for other reasons. Counsel, on behalf of Client, acknowledges the legitimate interest of Ketchum Advisory in protecting and maintaining the confidentiality of these confidential and proprietary materials. We will make all reasonable efforts to protect the interests of Counsel and Client consistent with our need to protect our confidential and proprietary materials as well as those of Ketchum Advisory's other clients and

comply with our applicable non-disclosure obligations. If necessary to protect Ketchum Advisory's interests, we will engage, at our own expense, independent counsel to assist in these efforts.

Other Terms and Conditions

Confidentiality: Ketchum Advisory acknowledges that all materials and information disclosed to us during the course of our work on this matter, along with the work we perform and the work we provide to Client, are confidential and proprietary. Accordingly, unless the matter becomes part of the public record, we agree that we will not disclose our involvement in this project without Client's prior permission. Ketchum Advisory will abide by all reasonable restrictions Client places on the dissemination, distribution, and retention of those materials. In the event that we are served with a legal request to disclose such Confidential Information, we will promptly advise you and comply with all lawful requests to prevent such disclosure. Our work product in connection with this matter shall be our property.

Conflicts of Interest: Ketchum Advisory may be engaged from time to time in matters that may include our representing parties who are adverse to the interests of Counsel or Client. Ketchum Advisory determines, at its sole discretion, whether its engagement in other matters represents any conflict of interest, either in fact or appearance, which may be appropriate for its own business interests. Accordingly, Counsel and Client understand and agree that by engaging Ketchum Advisory to perform work on this engagement, Counsel and Client waive any and all actual or perceived "right" to presently or at some future date, assert any claim of a conflict of interest that would preclude Ketchum Advisory from accepting, performing or completing any such engagement. With regard to any potential future conflicts of interest related to this matter, Counsel and Client are expected to promptly notify us of any pertinent changes with respect to the parties involved or related to this matter.

Liability: It is expressly agreed that the total liability that Ketchum Advisory or any of its employees may incur, for all claims of any kind arising out of this engagement, whether in contract, tort or otherwise, shall be limited to an amount not to exceed the total fees (excluding expenses) actually paid to Ketchum Advisory on this engagement. Neither Client nor Ketchum Advisory shall in any event be liable to the other for any indirect, consequential, or punitive damages, and neither party shall be liable to the other for any attorney's fees or costs of any nature for an action against the other.

Further, Ketchum Advisory cannot be held responsible for any claims resulting from inaccurate or incomplete data provided, nor shall Ketchum Advisory be liable for any loss or destruction of any documents or data provided to us.

If Counsel or Client desires to terminate its relationship with Ketchum Advisory on this engagement, it may do so at any time for any reason, simply by giving written notice. In such event, Ketchum Advisory will be paid for fees and expenses through the termination date, as well as for reasonable engagement closing costs.

If any dispute shall occur between Client and Ketchum Advisory, it is agreed that such dispute will be settled by arbitration, preceded by a good-faith mediation, in Illinois, with each party responsible for its own attorney fees and costs in any and all such matters, under the rules of the American Arbitration Association, before a mutually-agreed single arbitrator, with damages not

to be sought or awarded in an amount to exceed the total fees (excluding expenses) actually paid to Ketchum Advisory for this engagement.

Entire Agreement: This letter constitutes the entire agreement between Ketchum Advisory, on one side, and Counsel and Client, on the other side, regarding the terms of this engagement. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or representations. It can only be modified by a written agreement signed by duly authorized representatives of each party.

We greatly appreciate the opportunity to work with you on this matter. If you have any questions, please do not hesitate to contact me at sketchum@ketchumadvisory.com or (773) 354-8979.

Very truly yours,

Sarah L. Ketchum
Partner and Founding Member
Ketchum Advisory, LLC

Signed:

XXXX
XXXX
The City of Crest Hill City Council

Signed:

Michael D. Bersani
Partner
Hervas, Condon & Bersani, P.C.