

**TOWN OF WINDSOR
RESOLUTION NO. 2014- 71**

RESOLUTION SELECTING TOWN ATTORNEY AND TOWN PROSECUTOR

WHEREAS, the Town of Windsor has been advised that Attorney Connie Anderson will be leaving Stafford Rosenbaum LLP effective at the end of business on December 31, 2014, and will practice as legal counsel to local governments at Anderson Consults, LLC as of January 1, 2015; and,

WHEREAS, the Town recognizes that it has an absolute right to select its Town Attorney and Town Prosecutor.

NOW, THEREFORE, the Town Board of the Town of Windsor hereby resolves as follows with respect to its legal representation:

1. Following consideration of its options, the Town Board approves the items checked below:

_____ Continue to have Stafford Rosenbaum LLP serve as the Town Attorney and the Town Prosecutor.

_____ Completely terminate its relationship with Stafford Rosenbaum LLP as of 12/31/2014.

XX Continue to have Stafford Rosenbaum LLP serve as the Town Prosecutor.

_____ Prepare a request for proposal (RFP) for Town Prosecutor services.

_____ Continue to have Stafford Rosenbaum LLP serve as the Town Attorney. (Note: Attorney Connie Anderson will not practice law through Stafford Rosenbaum LLP as of the end of business on 12/31/2014.)

XX Continue to have Attorney Connie Anderson serve as the Town Attorney. (Note: Legal services will be provided through Stafford Rosenbaum LLP through the end of business on 12/31/2014, and will be provided through Anderson Consults, LLC as of 1/1/2015.)

_____ Prepare a request for proposal (RFP) for Town Attorney services.

2. The Town Board directs the Town Clerk and Town Chairperson to work with Attorney Connie Anderson and Stafford Rosenbaum LLP to implement the Town's decisions, and authorizes the Town Chairperson to execute representation agreements consistent with the Town's decision.

Adopted by the Town Board of the Town of Windsor on this 20th day of November, 2014.

TOWN OF WINDSOR

Robert E. Wipperfurth
Robert E. Wipperfurth, Town Chairman

Donald G. Madelung
Donald G. Madelung, Town Supervisor

Bruce Stravinski
Bruce Stravinski, Town Supervisor

Alan Buchner
Alan Buchner, Town Supervisor

Monica M. Smith
Monica M. Smith, Town Supervisor

Attest:
Christine Capstran
Christine Capstran
Clerk

ANDERSON CONSULTS, LLC

Legal Counsel for Local Governments

Attorney Constance L. Anderson
P.O. Box 3004
Madison, WI 53704
connie@andersonconsultswi.com
608.249.1865 (Direct Dial)

October 20, 2014

Sent via Email

Windsor Town Board

Re: Legal Representation

Dear Town Board and Clerk:

As of January 1, 2015, I will be practicing law at Anderson Consults, LLC, and working exclusively with local governments.

Thank you for asking that I continue to serve as your Town Attorney. I appreciate your ongoing confidence in my ability to meet the Town's legal needs. The Resolution to be approved by the Board provides for a representation agreement between the Town and Anderson Consults, LLC. This letter serves as that agreement, and confirms that Anderson Consults, LLC has been retained by the Town of Windsor on the terms and conditions set forth herein.

Scope of Services

The scope of our representation is limited to those matters that the Town brings to our attention. Municipal prosecution services are not being provided by Anderson Consults, LLC.

Fees and Charges

Hourly Rate. The Town has agreed to pay for our services based on the number of hours we spend working on your legal matters. My hourly rate for 2015 is \$200.00 per hour. While rates are subject to change on an annual basis, we will always notify the Town in writing prior to a change in rates.

Value Billing. We may also agree to work on a particular project on a flat fee basis that reflects a negotiated value of the services provided for that particular project. The scope of services, and the associated fee, will need to be agreed upon in writing prior to commencement of the project. The Town shall only be bound to value billing projects that are authorized in writing by the Town Chairperson and/or Finance Director. Email shall constitute a sufficient writing for these purposes.

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Associated Expenses. The Town also agrees to pay for expenses that are specifically associated with your legal matters and projects. These expenses include, but are not limited to, photocopying, mileage at the current IRS rate, postage, express delivery, filing fees, fees for court reporters and expert witnesses, computer-aided research, document filing and certification. Photocopying done in our office will be charged at 20 cents per page for black and white copies and at 50 cents per page for color copies. We may forward some invoices for expenses directly to you for payment.

Monthly Billing. We will be billing the Town monthly during the course of our work. Each bill is payable in full upon receipt.

A 1% per month (12% per year) interest charge may be assessed on any unpaid balance remaining 60 days after the date of any bill we send to you. The interest charge will continue to be assessed until the balance is paid in full.

Conclusion of Representation

To enable us to represent the Town effectively, Town officials and staff agree to cooperate fully with us in all aspects of the representation. The Town understands that we do not make any promise or guarantee about the outcome of any legal matters. The Town agrees to pay all fees and expenses regardless of the outcome. We reserve the right to withdraw as the Town's attorney if the Town fails to meet the terms of this agreement with respect to fees and/or cooperation.

At the conclusion of each matter, we will return to the Town Clerk any original documents you request, and keep that file for 7 years, at which point we will destroy it. (Please note that it is our practice to forward all original documents to the Town during the course of our representation.)

The Town may discharge us as its attorneys at any time by written notice. If the Town does so, the Town remains responsible for paying all fees and expenses incurred before we receive the notice.

We may terminate our representation of the Town if we conclude that we may do so consistent with the Rules of Professional Conduct for Attorneys. If we do so, the Town remains responsible for paying all fees and expenses incurred before termination.

Entire Agreement

This letter states our entire agreement and supersedes any previous discussions.

Please confirm your agreement with the arrangements stated above by signing one copy of this letter and returning it to us.

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If you have any questions now or at any time during the course of our representation, please do not hesitate to contact me. Again, thank you for the opportunity to be of service to the Town.

Very truly yours,

ANDERSON CONSULTS, LLC

Constance L. Anderson
Owner

Agreed to, effective January 1, 2015:

TOWN OF WINDSOR, WI

By Robert Wipperfurth _____, 2014
Robert Wipperfurth, Town Chair

Attested to by:

By _____, 2014
Christine Capstran, Town Clerk