

VILLAGE OF WINDSOR  
VILLAGE BOARD RESOLUTION 2015-18

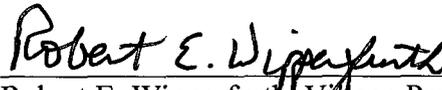
RESOLUTION REGARDING ENGAGEMENT AGREEMENT  
FOR LEGAL SERVICES

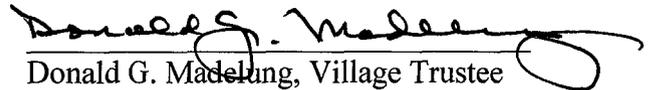
WHEREAS, Village Board finds that the Village of Windsor has a need to acquire legal services for the Windsor Utility Districts;

NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby approves engagement of Axley Brynelson, LLP, to perform such legal services in accordance with the Engagement of Legal Services attached hereto as Exhibit A.

The above and foregoing resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on the December 17, 2015 by a vote of 5 ayes and 0 nays.

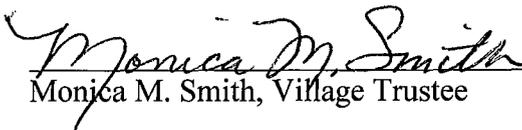
Village of Windsor

  
Robert E. Wipperfurth, Village President

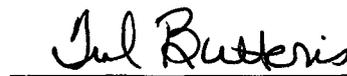
  
Donald G. Madelung, Village Trustee

  
Bruce Stravinski, Village Trustee

  
Alan Buchner, Village Trustee

  
Monica M. Smith, Village Trustee

Attest:

  
Tina Butteris, Deputy Clerk



AXLEY BRYNELSON, LLP

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TIMOTHY D. FENNER  
(608) 283-6733  
tfenner@axley.com

December 2, 2015

Village of Windsor  
Attn: Robert Wipperfurth  
4084 Mueller Road  
DeForest, WI 53532

RE: Engagement Agreement for Legal Services

Dear Mr. Wipperfurth:

We are pleased that you have selected Axley Brynerson, LLP (“us” or “Axley”) to represent you in the matter discussed below. We are providing you this engagement agreement (“Agreement”) to set forth the scope of our representation, to explain our fee and billing arrangements, and to explain the legal status of Axley as a limited liability partnership.

Please review this Agreement carefully and if you have any questions, please do not hesitate to contact me.

#### **IDENTIFICATION OF CLIENT**

As attorneys, we owe certain professional obligations to our clients. Because of our professional responsibilities to a particular client, it is important to clearly identify our client in this Matter. With respect to the Matter described in this letter, our client is Village of Windsor (“you”).

#### **SCOPE OF ENGAGEMENT**

Based upon our discussions, the scope of our services will be to advise you as to matters arising out of the dissolution of existing town sanitary districts, and the creation of a new utility district/utility commission which will provide for the day-to-day management of the sewer and water facilities within the new Village, and be advisory to the new Village Board (the “Matter”). From time to time, you may ask us to perform additional work related to this Matter or on unrelated matters. Such work will be subject to the terms of this Agreement unless otherwise agreed in writing.

#### **NO GUARANTEE OF RESULT**

You understand and acknowledge that we cannot and have not made any representations or guarantees as to the result that can or will be obtained regarding the Matter described above.

**WHAT WE WILL CHARGE FOR OUR SERVICES**

Our fee will be based on the amount of time we spend on your Matter. Each attorney's time is charged at that attorney's hourly rate. My rate for work done on this Matter will be \$185.00 per hour spent. Other Axley attorneys may also work on your matter, and you will be charged for their time at the rate of \$185.00 as well. Other professionals such as paralegals and legal assistants may be assigned to work on your Matter as well. Their hourly rates range from \$100.00 to \$115.00 per hour. You can expect that all of these hourly rates will be adjusted on January 1 of each year with the new rates reflected on the invoice you receive for services rendered in January.

Although we generally require a retainer before taking any action on a matter, we are not requiring a retainer at this time. A retainer is a deposit with us which we can use at any time to pay our fees and the "Costs" (defined below) which you owe us. If we later determine that a retainer is appropriate, we will notify you.

**YOU WILL ALSO HAVE TO PAY ALL COSTS AND EXPENSES**

In the course of representing you in the Matter described above, you are responsible for certain costs and expenses that will arise. Costs and expenses ("Costs") include, for example: administrative expenses (such as our file opening fee of \$65); filing fees; courier delivery services; photocopying; computer-aided research; extraordinary support staff charges; transportation/travel costs; and fees for investigation; medical information or records; and experts; as well as other out-of-pocket costs we incur with regard to the Matter. If we pay any of those Costs, you agree to repay us for our advances.

**BILLING AND PAYMENT**

Our standard procedure will be to bill you each month for our fees for the previous month and for any advances we have made to pay Costs. We reserve the right to bill less frequently if, in our opinion, the Matter so warrants. However, if we have a large amount of unbilled time on this Matter or we make large advances of Costs, we may bill you more often than once a month. You may also request more frequent billing. You promise to pay all of those bills in full within thirty (30) days after we send them. We reserve the right to charge interest at the rate of 12% per annum on any fees or Costs not paid within ~~thirty (30)~~ days of the invoice date. If our invoices are unpaid for two consecutive months, we reserve the right to stop work on your Matter until our invoices are paid to date.

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Sixty (60) <sup>tb</sup>

**APPROVAL OF SETTLEMENT TERMS**

We will not make any settlement of the Matter that is the subject of Agreement without your prior approval. We will agree to provide you with a description of any proposed settlement terms to assist you in deciding whether to agree to a settlement.

**NON-WAIVER**

If you or we fail to exercise any right under this Agreement, such failure will not be deemed to constitute a waiver of any other rights or the ability to exercise that right in the future.

**PRIOR AGREEMENT SUPERSEDED**

This Agreement constitutes the only agreement between Axley and you regarding the Matter described above. It specifically supersedes any prior understandings, including written or oral agreements, in connection with the Matter described above.

**ADDITIONAL REPRESENTATION TERMS**

You will at all times have the right to terminate our services upon prior written notice. We too will at all times have the right to terminate our professional relationship with you within the bounds of our ethical obligations as attorneys. Generally, we do not terminate client relationships except for cause, such as actual or philosophical conflicts of interest, failure on a client's part to be truthful, circumstances that make our continued effective representation untenable, or non-payment of our invoices.

It is our practice to send you copies of all material correspondence we send or receive regarding your Matter as it proceeds. Those copies will help you understand what is happening in your Matter. At the conclusion of the Matter, or when we no longer represent you, you agree that we may keep all original correspondence and internal memoranda. If you need additional copies of those documents, we will provide them to you upon your request for an additional charge. It is Axley's policy to destroy most files seven (7) years after services were last billed on the file; accordingly, you should not assume that you will have access to your file materials after that seven (7) year period has elapsed, and you should request copies of any documents you may want or need prior to the destruction date.

If during a meeting or phone conference we gave you an estimate of the legal fees or expenses that may be incurred with respect to our representation of you regarding the Matter described above, you should not rely upon that estimate as a guaranty or assurance that, in fact, the total will not exceed that estimate. Any estimate given by us should not be construed as a "cap" or "guaranteed maximum amount."

**AXLEY'S LLP STATUS**

Axley is a Wisconsin limited liability partnership ("LLP"). Under this structure, the individual partners do not have unlimited personal liability arising from the malpractice of the other attorneys on matters in which they had no involvement or supervisory role. The LLP structure will not, however, protect Axley or those partners whose own negligence, wrongful acts, or misconduct (or that of any person working under their direct supervision and control) is the basis for the malpractice claim at issue. Furthermore, by Wisconsin Supreme Court Rule 20:5.7(bm), a firm of our size is required to carry professional liability insurance providing for at least \$10.0 million in combined indemnity and defense cost coverage per claim with at least \$10.0 million aggregate combined indemnity and defense cost coverage amount per policy period.

Again, we appreciate the opportunity to be of service to you and look forward to a long and mutually rewarding relationship. Please acknowledge your agreement to these terms and your consent to our representation of you as described above by signing below and returning the signed copy to me at your earliest convenience.

Sincerely,

Sincerely,

AXLEY BRYNELSON, LLP

AXLEY BRYNELSON, LLP



Timothy D. Fenner  
TDF:avr

Robert C. Procter

**ACKNOWLEDGED, AGREED AND CONSENTED:**

Village of Windsor

By: Robert E. Wipperfurth  
Name: Robert E. Wipperfurth  
Title: Village President

Dated: Dec. 17, 2015

Attest: Tina A. Butteris  
Name: Tina A. Butteris  
Title: Village Deputy Clerk