

RESOLUTION No. 2020-11

(3-3-2020)

**RESOLUTION BY THE VILLAGE BOARD OF THE
VILLAGE OF STURTEVANT
APPOINTING BUELOW VETTER BUIKEMA OLSON & VLIET, LLC
AS LABOR AND EMPLOYMENT LEGAL COUNSEL
FOR THE VILLAGE OF STURTEVANT**

WHEREAS, the Village requires competent and responsive legal counsel on matters related to labor and employment of Village employees; and

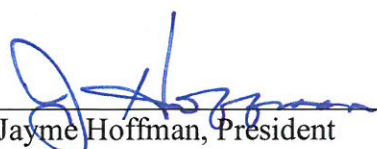
WHEREAS, the Village has determined that such services can best be provided by the law firm of Buelow Vetter Buikema Olson & Vliet, LLC ("Buelow Vetter").


NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. Appointment and retention of the law firm of Buelow Vetter as the Village's legal counsel for matters related to labor and employment of Village employees is authorized and approved.
2. The Village's retention of Buelow Vetter, and the services provided by Buelow Vetter, shall be in accordance with the letter of engagement attached hereto as Exhibit A.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 3rd day of March, 2020.

Village of Sturtevant

By: 
Jayme Hoffman, President

Attest: 
Amanda Ingle, Village Clerk



**RESOLUTION NO. 2020-11
EXHIBIT A**

February 27, 2020

PERSONAL & CONFIDENTIAL
VIA EMAIL ONLY: villageadmin@sturtevant-wi.gov

Mr. Sean Marschke
Interim Village Administrator and Chief of Police
Village of Sturtevant
2801 89th Street
Sturtevant, WI 53177

Dear Mr. Marschke:

Thank you for selecting Buelow Vetter Buikema Olson & Vliet, LLC ("the Firm") to represent the Village of Sturtevant ("Village"). We are pleased to have the opportunity to be of service to the Village. We look forward to working with you and will do our best to provide you with the highest quality legal services in a responsive, efficient manner.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing legal services. The purpose of this letter is to explain and confirm these terms and conditions. We are required by our ethical rules of conduct to set forth these terms in writing to new clients.

A. Identification of Client.

The client you have asked us to represent is a municipality. It is important to understand that the organization is our client. The representation of the Village does not mean that we are representing any employee, elected official, supervisor, department head or other Village official unless the Firm has consulted with you concerning such representation, including material risks of such representation and alternatives, and the Firm, you and such person have consented to such multiple representations and the Firm specifically agrees to do so and a written agreement is signed by our Firm and that person.

B. Scope of Engagement.

You asked us to represent the Village in connection with general labor and employment matters. We agree that Buelow Vetter Buikema Olson & Vliet, LLC's representation does not include an obligation to give advice concerning legal developments that do not pertain to this subject area.

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C. Staffing.

It is anticipated that I will be primarily responsible for supervising most of the work we do for the Village along with my colleague, Brian J. Waterman. The Firm reserves the right in its discretion to change such responsibilities, to assign different or additional attorneys, paralegals or other professionals to perform the above or other aspects of the work, including trials and/or appeals, when in the judgment of the Firm, it appears necessary, desirable because of calendaring conflicts or when it may be more cost effective to do so.

It is important that you are satisfied with our services and responsiveness at all times. When questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me. My direct telephone number is (262) 364-0254 and my e-mail address is mhubacher@buelowvetter.com. Brian Waterman's direct telephone number is (262) 364-0257 and his email address is bwaterman@buelowvetter.com.

We intend to provide quality legal services in an efficient, economical manner. This may necessitate involving other firm attorneys with the requisite experience, as well as paralegals, who are not attorneys, but are persons with specialized training and legal skills who assist and work under the supervision of our attorneys.

D. Communication and Cooperation.

In reliance upon information and guidance provided by you, the Firm will provide legal counsel and assistance to you in accordance with this agreement, keep you reasonably informed of progress and developments and respond to your inquiries. To enable us to render these services, the Village agrees 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 developments relating to the matter as they occur. The Village will also assist and cooperate with us in such other ways as may be required to provide timely and efficient representation. This includes timely responses to our requests for information and documents.

The Village authorizes us to communicate by cell phone, e-mail or facsimile transmission, notwithstanding the inherent risk that such communications may be intercepted or unintentionally misdirected.

E. Fees and Costs.

Our fees will be based on the amount of time spent by attorneys and/or paralegals on your matters. Each lawyer and paralegal has an hourly billing rate based generally on his or her experience and area of practice. The rate multiplied by the time spent on your behalf, measured in tenths of an hour, will determine the fee.

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Each month, our Firm will invoice you for fees for the professional services performed together with costs and disbursements incurred in regard to the scope of this engagement. At times, there may be a delay in invoicing costs and disbursements and all such expenses may not be billed at the same time as the related legal services.

For professional services, you agree that you will pay Buelow Vetter Buikema Olson & Vliet, LLC as compensation, the fees set forth below beginning February 20, 2020 through December 31, 2020:

Mary L. Hubacher	\$285 per hour
Brian J. Waterman	\$275 per hour

Other attorneys, paralegals and legal assistants will be charged at their current hourly rates. Other attorneys' fees vary based on their area of practice and experience and, at your request, we will provide you the hourly rates of any other attorneys who may work on this matter. Our fees may be adjusted annually. If we are increasing our fees, we will advise you 30 days in advance of the effective date of such adjusted rates.

As to costs and disbursements, you agree that the Village will pay Buelow Vetter Buikema Olson & Vliet, LLC, all costs and disbursements made and incurred by the Firm in representing the Village. Our Firm will invoice you for the actual amount of expenses incurred. It is possible we may ask the Village to pay some costs, such as retainers, fees and costs directly. By way of example, and without limitation, such costs and disbursements may include filing fees, court reporter expenses, computerized legal research and document database charges, photocopying, certification fees, courier and messenger services, mileage reimbursement for travel, and long distance telephone charges.

F. General Provisions.

The Village shall, at all times, have the right to terminate our services upon written notice to that effect. We at all times shall have the right to terminate our services upon written notice to that effect in the event that you either fail to cooperate with us in any reasonable request, to timely pay in full all invoices as submitted, or if we determine, in our reasonable discretion, that to continue our services to you would be unethical or impractical or would violate any law. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the effective date of such termination.

Enclosed is a copy of an explanation of Buelow Vetter's status as a service corporation, the features of the limited liability law under which it is organized and applicable provisions of the Wisconsin Rules of Professional Conduct for Attorneys as required by the Rules of the

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Wisconsin Supreme Court. If you have any questions concerning the explanation or this letter, please contact me at (262) 364-0254.

We are pleased to have this opportunity to be of service and to work with the Village of Sturtevant. Thank you for giving us the opportunity to do so.

Very truly yours,

Buelow Vetter Buikema Olson & Vliet, LLC



Mary L. Hubacher
Brian J. Waterman

MLH:BJW:kmh
Enclosure

The Solution Starts Here.



Buelow Vetter

Buikema Olson & Vliet, LLC

AN IMPORTANT MESSAGE TO OUR VALUED CLIENTS AND FRIENDS

Please take a moment to read about Wisconsin's liability rules for limited liability corporations which affect our firm and our clients.

Like many of our clients, we recognize the advantages of operating our business in the corporate form, and, as a result, we elected to organize the firm as a limited liability corporation - a limited liability entity.

Shareholders in limited liability corporations are generally not individually responsible for the debts of the corporation. Until 1997, however, shareholders of Wisconsin corporations providing legal services could be held responsible not only for their own errors and omissions but also for those of their colleagues. Such "vicarious liability" applied even if the shareholder/lawyer did not participate in the engagement or supervise those lawyers responsible for the errors or omissions that occurred.

In 1997, the Wisconsin legislature and Wisconsin Supreme Court changed these rules. Under the current rules, lawyers practicing in various kinds of law firms, including limited liability corporations, are not personally liable for the errors and omissions of any person who is not under his or her actual supervision and control in the specific activity in which the errors or omissions occurred so long as the organization satisfies certain requirements. In addition to providing to you this required explanation of the law, we are satisfying the following requirements of the Wisconsin Supreme Court rules: registering annually with the State Bar of Wisconsin; maintaining minimum levels of professional liability insurance coverage (our insurance levels continue to far exceed these minimums); and including a designation of "limited liability corporation" in our name - which we have done with the designation "LLC."

You continue to be protected by the firm's malpractice insurance policy and the assets of the firm. Additionally, the lawyer who represents you will continue to be responsible for his or her negligence in the course of your representation as well as that of any lawyer whom he or she supervises. However, because of the current limits on vicarious liability, you are not able to look to the personal assets of the other shareholders in our firm who were not involved in your matter.

While it is important that you understand Wisconsin's liability rules for limited liability corporations, rest assured that our firm's commitment to providing you with the highest quality legal service possible has not changed. Earning your continued trust and loyalty remains our top priority. If you have any questions or concerns about the information contained in this message, please contact your Buelow Vetter Buikema Olson & Vliet, LLC attorney or our President, Joel S. Aziere