

**RESOLUTION NO. 2021-123**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
AUTHORIZING THE VILLAGE TO ENTER INTO AN ENGAGEMENT AGREEMENT  
WITH THE LAW FIRM OF BOARDMAN & CLARK LLP**

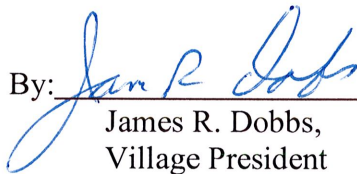
**WHEREAS**, the Village is reviewing Sanitary Sewer Billing Charges for the Windpoint Apartment Complex, located at the Northwest corner of 3 Mile Road and North Main Street and it has been recommended by Counsel for the Village's Utility Commission, Attorney John Bjelajac, that Attorney Lawrie Kobza of the Boardman & Clark LLP law firm be retained to represent the Village in this matter.

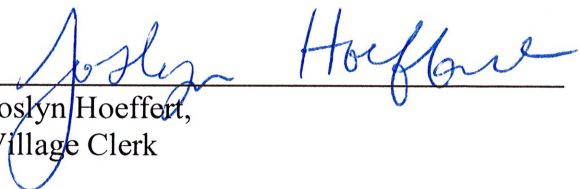
**NOW THEREFORE BE IT RESOLVED** that the law firm of Boardman & Clark LLP is confirmed as Special Counsel for this matter and that the engagement agreement attached hereto as **Exhibit A** (the "Engagement Agreement") is hereby approved and memorialized effective as of November 16, 2021;

**BE IT FURTHER RESOLVED THAT** the Village President and Village Clerk are authorized to execute the Engagement Agreement and that the Village Administrator and Village Attorney are authorized to assist in the matter as necessary in furtherance of the Board's directives.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 6<sup>th</sup> day of December, 2021.

**VILLAGE OF CALEDONIA**

By:   
James R. Dobbs,  
Village President

Attest:   
Joslyn Hoeffert,  
Village Clerk

November 16, 2021

VIA EMAIL ONLY

Mr. John Bjelajac [imbjelajac@gmail.com](mailto:imbjelajac@gmail.com)  
Attorney, Village of Caledonia  
5043 Chester Lane  
Racine, WI 53402

**RE: Engagement of Legal Service**

Dear John:

We are pleased to confirm our engagement to represent the Village of Caledonia ("Caledonia") regarding the sewer charge dispute with David Karademas and Wind Point Apartments.

We have performed a conflicts of interest check, and we have determined we have no current conflicts of interest that could affect our representation. In the future, if we represent Caledonia in another matter, we may review that issue again.

An important factor in maintaining the trust and confidence of our clients is clearly communicating the scope of our professional engagement and our procedures for billing and payment. This letter attempts to fulfill this objective. Please review the letter carefully. 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. With respect to the matters set forth in this letter, the Village of Caledonia is our client.

Fees, Costs, Billing and Payment

Fees. We believe that we charge fair value at competitive rates for the type and quality of legal services we render. Our fees are based principally on the time expended by our attorneys, paralegal assistants and law clerks who work on your representation. We have established an hourly rate for each attorney, paralegal assistant and law clerk in our firm.

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Typically, our fee is equal to our hourly rates multiplied by the hours worked. Hourly rates for work on your matter will range from \$85 to \$325. This includes the rates of attorneys, paralegal assistants, and clerks whom I may assign to work on this matter. My billing rate is \$325 an hour. Our firm reviews hourly rates periodically, and our rates may be adjusted from time to time. We typically review and change hourly rates effective January 1 of each year.

Other Fees, Costs and Expenses. Major filing fees and charges for outside services such as local counsel, appraisal fees, title work, and the like, will be forwarded to you for direct payment. Other out-of-pocket costs and expenses, such as travel, long-distance telephone, facsimile, photocopy, minor filing fees, transportation costs (including automobile mileage at the per-mile rate established by the firm), computer research fees, and other miscellaneous expenses identifiable to your matter will be billed monthly, and will be appropriately described on an invoice. Charges for certain of the above-listed expenses may be adjusted annually, on or about January 1.

Billing and Payment. Our standard practice is to bill each month for services we render during the previous month. Payment is due upon receipt of our billing invoice. Any different payment arrangements must be approved by me in advance, in writing.

The firm accepts credit cards for payment of invoices.

Interest. We charge interest to business clients with a balance of \$1,000 or more on receivables of 60 days or more. We do not charge interest on individual accounts, unless the individual has a signed credit agreement or other installment arrangement.

#### Additional Representation Terms

Caledonia will at all times have the right to terminate our services upon prior written notice.

I will have primary responsibility for your representation and will coordinate the use of other attorneys, paralegal assistants, and clerks on your matter. Please direct to me any questions or concerns about bills or the services that we provide.

#### Firm's LLP Status

The Wisconsin Supreme Court has adopted a rule permitting law firms to practice as limited liability organizations. Our firm chose to become a limited liability partnership as of April 1, 1998. Limited liability status generally exempts the partners from personal responsibility for the firm's liabilities. The rule provides, however, that

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"Nothing in this rule ... shall relieve a lawyer from personal liability for any acts, errors or omissions of the lawyer arising out of the performance of professional services." The rule also requires the firm to maintain professional liability insurance coverage with a policy limit of at least \$4,000,000. If you have any questions regarding our status as a limited liability partnership, please call Richard Heinemann at (608) 257-9521.

Conclusion

We appreciate the opportunity to represent Caledonia. We look forward to a long and mutually rewarding relationship. If you have any questions or comments about the objectives and scope of our representation or about our billing and payment policies, please let me know.

Please acknowledge your agreement to these terms and your consent to our representation of Caledonia, as described above, by signing a copy of this letter and returning it to me at your earliest convenience.

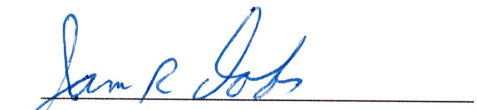
Sincerely,

BOARDMAN & CLARK LLP



Lawrie J. Kobza

ACKNOWLEDGMENT AND CONSENT:

  
Date: 12-6-21

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