

RESOLUTION NO. 2022-06

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING CONSENT FOR REPRESENTATION OF AN EMPLOYEE IN A
LAWSUIT IN THE UNITED STATES DISTRICT COURT OF THE EASTERN DISTRICT OF
WISCONSIN RELATED TO THE VILLAGE'S PRIOR PARTICIPATION IN THE METRO
DRUG UNIT WITH THE RACINE COUNTY SHERIFF'S DEPARTMENT; KELLY RAINEY V.
LEWIS ET AL, CASE NO. 2021-CV-1185**

RECITALS

1. Kelly Rainey filed a lawsuit in the United States District Court of the Eastern District of Wisconsin naming the Racine County Sheriff and members of the Sheriff's Department that participated in the Metro Drug Unit including Richard Rager as an individual defendant (Kelly Rainey v. Lewis et al, Case No. 2021-CV-1185) based on the Village's prior participation in the Metro Drug Unit of the Racine County Sheriff's Department. Sgt. Rager is an employee of the Village of Caledonia and was acting within the scope of his employment in his prior participation in the Metro Drug Unit.

2. The Village tendered the lawsuit to its insurance carrier Cities and Villages Mutual Insurance Company ("CVMIC") and CVMIC appointed special counsel of Crivelo Carlson, S.C. to represent its employee Sgt. Rager ("Special Counsel").

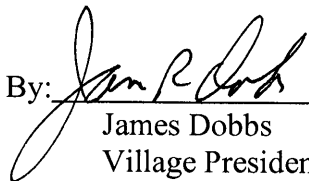
3. Racine County appointed counsel of Meissner, Tierney, Fisher and Nichols, S.C. to represent the Racine County Sheriff's Department and its employees in the Lawsuit ("County Counsel").

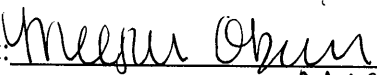
4. Given the allegations, the similarly situated parties and the scope of the Lawsuit involving the Racine County Sheriff and the Metro Drug Unit of the Racine County Sheriff's Department, Racine County Special Counsel has request and County Counsel has agreed that County Counsel will represent Det. Rager in the Lawsuit at no cost to the Village or Det. Rager.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Village Board finds that Sgt. Richard Rager was acting within the scope of his employment as a member of the Village's Police Department and as appointed to the Racine County Sheriff's Metro Drug Unit and the Consent for Representation attached hereto as **Exhibit A** is hereby memorialized effective as of the 31st day of December, 2021

Adopted this 17 day of January, 2022.

VILLAGE OF CALEDONIA

By: 
James Dobbs
Village President

Attest: 
~~Joslyn Hoeffert~~ Megan O'Brien
Village Clerk Deputy Village Clerk

CONSENT FOR REPRESENTATION

1. Kelly Rainey filed a lawsuit in the United States District Court of the Eastern District of Wisconsin naming the Racine County Sheriff and members of the Sheriff's Department that participated in the Metro Drug Unit including Richard Rager as an individual defendant, Kelly Rainey v. Lewis et al, Case No. 2021-CV-1185, based on the Village's prior participation in the Metro Drug Unit of the Racine County Sheriff's Department. Sgt. Rager is an employee of the Village of Caledonia and was acting within the scope of his employment in his prior participation in the Metro Drug Unit

2. The Village tendered the lawsuit to its insurance carrier Cities and Villages Mutual Insurance Company ("CVMIC") and CVMIC appointed special counsel of Crivelo Carlson, S.C. to represent its employee Sgt. Rager.

3. Racine County appointed special counsel of Meissner, Tierney, Fisher and Nichols, S.C. to represent the Racine County Sheriff's Department and its employees in the Lawsuit.

4. Given the allegations, the similarly situated parties and the scope of the Lawsuit involving the Racine County Sheriff and the Metro Drug Unit of the Racine County Sheriff's Department, Racine County has agreed that its "Special Counsel" will represent Det. Rager in the Lawsuit at no cost to the Village or Det. Rager.

CONSENT FOR REPRESENTATION UNDER SCR 20:1.7

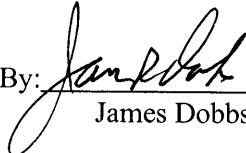
The Village of Caledonia, Racine County and Richard Rager hereby consent to representation by Meissner, Tierney, Fisher and Nichols, S.C in the representation of Richard Rager, in his capacity as a Detective of the Caledonia Police Department and an employee of the Village of Caledonia and waive any conflicts of interest for the limited purposes described herein. Nothing contained herein prevents any municipality from consulting with other legal counsel as it deems necessary. This agreement may be executed in counterparts, each of which shall be deemed an original.

Dated as of the 31st day of December, 2021.

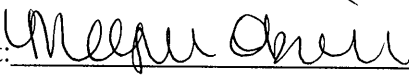
Dated as of the 31st day of December, 2021

VILLAGE OF CALEDONIA

RACINE COUNTY

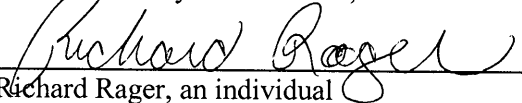
By: 
James Dobbs, President

By: _____

Attest: 
~~Joslyn Hoeffert, Clerk~~
Megan O'Brien, Deputy Clerk

Attest: _____

Dated as of the 31st day of December, 2021.

By: 
Richard Rager, an individual