

VILLAGE OF NORTH FREEDOM
RESOLUTION 2020-523

A RESOLUTION FOR REPRESENTATION DONE BY LAROWE GERLACH TAGGART FOR
MUNICIPAL ATTORNEY SERVICES FOR THE VILLAGE OF NORTH FREEDOM

WHEREAS, The Village of North Freedom is looking at new representation to be provided by Larowe, Gerlach, Taggart LLP – specifically, Joseph Hasler – for municipal attorney services;

WHEREAS, The Village of North Freedom shall agree to the hourly rate of **\$150.00** (reviewed annually) as stated in the Larowe, Gerlach, Taggart Law Firm Contract for legal services rendered and agree to pay any other disbursement charges (postage, photocopying, mileage charges, recording fee, etc.) that may arise and the Village of North Freedom further agrees to the **\$0.00** advance payment fee as stated in the Larowe, Gerlach, Taggart Law Firm Contract;

NOW THEREFORE, The Village of North Freedom shall end legal services provided by current municipal attorney, Paul Johnson, BOARDMAN & CLARK LLP effective the passing of this resolution.

So passed on this 9th day of November 2020 on a motion presented by A. Doering
and seconded by M. Carignan.

This resolution was adopted at the Village of North Freedom Regular Board Meeting on
November 9, 2020.

Approved:

Andrew R. Dear

Andrew Dear, Interim Village President

I hereby certify that this resolution was duly passed by the Village of North Freedom Board
during its regular session on the 9th day of November 2020.

Attest:

Nicki Breunig
Nicki Breunig, Clerk/Treasurer

LAROWE GERLACH TAGGART LLP
Law Firm Contract

CLIENT: Village of North Freedom

MATTER: General Client #20970

Date Initially Retained: 26 Oct 20

Responsible Attorney: JJ Hasler

Current Hourly Rate: \$150.00/reviewed annually*

Advance Payment Amount: \$0.00

Client hereby retains the law firm of LaRowe Gerlach Taggart LLP ("Attorneys"), to represent Client in the Matter described above, subject to the following terms:

1. Fees for Services Rendered. Client shall pay Attorneys a fee for all services rendered in connection with the Matter on an hourly basis at the hourly rate of the attorneys, paralegals and law clerks involved. The rate for Attorney Hasler is \$150.00* per hour. In addition, the firm shall bill for disbursements such as postage, long distance telephone charges, routine photocopying, recording fee, parking and local mileage charges. Other disbursements, such as depositions, expert fees, title search and appraisal fees, mileage and air travel, lodging and long distance mileage charges, will be paid directly by client or separately billed to Client on the monthly statements. Certain documents may be billed at a fixed rate.

2. Advance Payment. Client shall pay an advance payment fee in the amount stated above to be applied monthly against fees for services rendered and disbursements. Attorneys may require subsequent advance payments as a condition of continued representation in the event that the advance payment is fully applied to fees and disbursements. Any unused portion of any advance payment will be refunded to Client upon final resolution of the Matter. No interest will be paid to Client on advance payments.

3. Adjustments to the Fee. The bill may be increased to reflect such factors as the novelty and difficulty of the questions involved; the time limitations imposed by the Client, and/or the circumstances, the results obtained and the amount involved.

4. Payment. Statements will be sent to Client monthly at the billing address selected above. The due date for payment in full for all outstanding fees and disbursements will be twenty (20) days after the date of the statement. IF ALL OUTSTANDING FEES AND DISBURSEMENTS ARE NOT PAID IN FULL BY THE DUE DATE, A LATE PAYMENT CHARGE OF ONE PERCENT (1%) PER MONTH (ANNUAL PERCENTAGE RATE OF 12.0%) WILL BE ADDED TO THE TOTAL AMOUNT DUE.

5. Default. A failure to comply with the payment terms of Paragraph 4 above will be considered a default. If Client does not cure a default within fifteen (15) days after receiving written notice of the default, Attorneys may withdraw from the Matter.

6. Discharge of Attorneys. Client may discharge Attorneys at any time upon written notice. Client remains responsible for the payment of all fees and disbursements incurred on the Matter up to the date of discharge.

7. Performance and Cooperation. Attorneys will devote their full professional efforts to the Matter. Client agrees to cooperate fully with Attorneys in all aspects of the representation.

8. Representation Regarding Outcome. Client understand that Attorneys have made no promises or guarantees regarding the outcome of the Matter.

9. File Retention. Attorneys will retain your client file for seven (7) years from the conclusion of the matter. After seven (7) years, your file will be destroyed in a manner which preserves the confidentiality of your information without further notice to you. Should you wish to receive your file, please notify Attorneys before ten years have elapsed and we will promptly provide your file.

10. Limited Liability Partnership Notice. LaRowe Gerlach Taggart LLP is a limited liability partnership (LLP). Because we are a LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry malpractice liability insurance. Currently, we have coverage with limits in excess of the minimum required for our firm size.

I HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO ITS TERMS.

Dated: 11/9/2020

Andrew P. Dean

Dated: 11.9.2020

Michael H. Breunig

LaROWE GERLACH TAGGART LLP

Dated: _____

Responsible Attorney

Address: Village of North Freedom

c/o Clerk/Treasurer

P. O. Box 300, North Freedom, Wisconsin 53951

Phone: 608-522-4550

E-mail: villageofnorthfreedom@gmail.com