

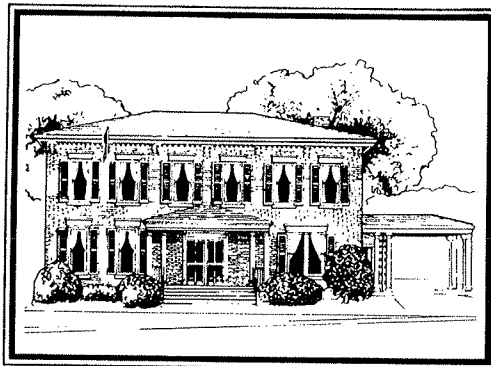
# CONSIGNY, ANDREWS, HEMMING & GRANT, S.C.

ATTORNEYS AT LAW  
A Limited Liability Organization

ROBERT H. CONSIGNY  
RICHARD E. HEMMING  
RICHARD R. GRANT  
MARK A. SCHROEDER  
MARK D. KOPP  
MICHAEL A. FAUST  
KATHRYN K. SHEBIEL

JAMIE E. LYDEN  
ADAM B. RASMUSSEN

OF COUNSEL:  
JOHN H. ANDREWS



**JANESVILLE OFFICE**  
303 EAST COURT STREET  
POST OFFICE BOX 1449  
JANESVILLE, WISCONSIN 53547-1449  
TELEPHONE (608) 755-5050 FAX (608) 755-5057  
EMAIL: [cahg@janesvillelaw.com](mailto:cahg@janesvillelaw.com)  
WEB SITE: <http://www.janesvillelaw.com>

**OTHER OFFICE LOCATIONS**  
BRODHEAD, WI  
OREGON, WI

May 15, 2009

City of Stoughton  
c/o Laurie Sullivan, Finance Director  
381 E. Main Street  
Stoughton, WI 53589

Re: City of Stoughton Attorney RFP April 2009

Dear Ms. Sullivan:

The following is our firm's response to the inquiries contained in the Addendum to City of Stoughton Attorney RFP April 2009. Our responses are meant to supplement the proposal contained in our letter of April 24, 2009.

Based on our proposal, the annual proposed cost to the City of Stoughton for the time period July 1, 2009 through December 31, 2012, based on 650 average annual hours, is as follows:

A. For the period July 1, 2009 to December 31, 2009 – a monthly retainer of \$7,600 or \$45,600.00;

B. For the period January 1, 2010 to December 31, 2010 – a monthly retainer of \$7,600 for an annual cost of \$91,200.00;

C. For the period January 1, 2011 to December 31, 2011 – a monthly retainer of \$7,600 for an annual cost of \$91,200.00;

D. For the period January 1, 2012 to December 31, 2012 – a monthly retainer of \$7,700 for a yearly cost of \$92,400.00.

Alternatively, our firm would be willing to provide legal services to the City on an hourly basis. I will provide the calculation as to what that cost would be assuming 650 hours of work. However, the cost could be substantially less depending on the actual hours of legal services provided to the City.

A. For the period July 1, 2009 to December 31, 2009, \$150 per hour with a total cost of \$48,750.00;

CONSIGNY, ANDREWS, HEMMING & GRANT, S.C.

May 15, 2009

Page 2

B. For the period January 1, 2010 to December 31, 2010, an hourly rate of \$150 per hour for a yearly total of \$97,500.00;

C. For the period January 1, 2011 to December 31, 2011, an hourly rate of \$150 per hour for a yearly total of \$97,500.00;

D. For the period January 1, 2012 to December 31, 2012, an hourly rate of \$155 per hour for a yearly total of \$100,750.00.

Again, the total cost is based on an assumption of 650 annual hours of work. Actual total cost will vary depending on actual hours worked. Under either fee scenario, we would also bill those expense items listed in our proposal of April 24, 2009.

The City inquires as to how our firm intends to handle existing and future conflicts of interest. Based upon a review of our existing clientele, we have determined that our firm has no current conflicts of interest in representing the City of Stoughton. We currently do not represent any adjoining municipalities and, if retained to represent the City, would not do so in the future. In the event any client of this firm becomes involved in a situation which would represent a conflict in our representing both that client and the City, the matter would be brought to the attention of the City. Our office would not undertake any representation of that client in a matter involving the City. If, due to that conflict, our firm is unable to represent the City in a matter involving that client, we would work with the City to retain special counsel for the purpose of handling that matter.

To assure an orderly transition, should our firm be selected to serve as City Attorney, we would initially establish contact with the Mayor, City Clerk and Finance Director. If possible, we would prefer to arrange a meeting with all three individuals present so that we may be brought up to date on the status of any current legal issues which need to be addressed. We would also wish to be advised as to any developments likely to take place in the near future. Should the nature of any pending or upcoming issues require it, we would also wish to meet with any department heads whose input would be required to address those issues. For Municipal Court, we would meet with the Chief of Police and Municipal Court Clerk to familiarize ourselves with the process and procedure used by the Court, and to update our firm on any matters pending before the Court. We would also wish to obtain a copy of the City's Code of Ordinances. Regardless of whether our firm would be retained on a monthly retainer basis or hourly basis, there would be no additional charge to the City for these transitional meetings.

The City has requested that we provide an example of a former contract that we typically use with municipal clients. The vast majority of our municipal clients have not retained our firm on the basis of a written contract. I have, however, enclosed a copy of a Memorandum from January 24, 2005 representing the original terms of engagement between the City of Evansville and our office. In addition, I have enclosed a copy of the contract for legal services entered into between our office and the City of Milton.

If, after your review of this letter there are any further questions, please feel free to contact this office at anytime.

CONSIGNY, ANDREWS, HEMMING & GRANT, S.C.

May 15, 2009  
Page 3

Very truly yours,

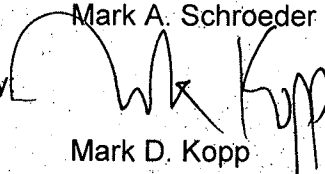
CONSIGNY, ANDREWS, HEMMING,  
& GRANT, S.C.

By:



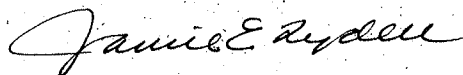
Mark A. Schroeder

By:



Mark D. Kopp

By:



Jamie E. Lyden

By:



Michael A. Faust

MAS:bk  
Enclosure

## **AGREEMENT FOR LEGAL SERVICES**

The City of Milton hereby retains the law firm of CONSIGNY, ANDREWS, HEMMING & GRANT, S.C., (hereinafter "Law Firm"), to represent the City of Milton, (hereinafter "City"), and to provide general legal services as requested by the City.

**RETAINER:** The City shall pay a retainer in the amount of Two Thousand Six Hundred Dollars (\$2,600.00) per month to the Law Firm for general services. For the purpose of this Agreement, general services shall include all legal work performed by the Law Firm on behalf of the City except for the following:

- A. Services normally reimbursed by third parties such as Development Agreements, Pre-Annexation Agreements and other services for which a reimbursement agreement has been entered into between the City and a third party.
- B. Formation of tax increment districts.
- C. Labor negotiations and related arbitration or litigation. (Interpretation of labor contract constitutes general services).
- D. Non-municipal court litigation including municipal court appeals to Circuit Court; litigation where retained by the insurance carrier for the City; and litigation involving appearances before administrative authorities; attendance at meetings of governmental entities other than the Common Council and special meetings of the Common Council.

**FEES:** Fees for work not considered general services, shall be at the rate of \$120 per hour for attorneys and \$70 per hour for legal assistants.

**DISBURSEMENTS:** The City will reimburse the Law Firm for costs such as filing fees, service of process expenses, expert witness expenses, witness fees, deposition expense and other litigation-related expense. In addition, the City will reimburse the Law Firm for mileage expense charged at the IRS rate and for the cost of long distance telephone calls.

**MONTHLY BILLS:** The City understands and agrees that the Law Firm shall bill the City on a monthly basis for legal services and well as disbursements. The City understands and agrees that the monthly bills are payable upon receiving the statement. If the City has any objection to the statement, it will communicate such objection to the Law Firm within 20 days of the statement date, or the objection is deemed waived.

**TERM:** The term of this Agreement shall be January 1, 2009 through December 31, 2010.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

---

**MODIFICATION OF AGREEMENT:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

**GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

**LIMITED LIABILITY ORGANIZATION DISCLOSURES:** In compliance with Wisconsin Supreme Court Rule 20:5.7, the City has been informed that the Law Firm is organized as a Wisconsin service corporation. Under Wisconsin law and applicable Wisconsin Supreme Court Rules, attorneys organized as a service corporation may choose to practice law as a "limited liability organization" and the attorneys in the Law Firm have chosen to do so. What this means is that the law shields the owners of this firm from vicarious liability. This means that in the event of an error, the Law Firm and its insurer may be liable, as may the attorneys who worked on or directly supervised the matter, but not other attorneys who did not work on or directly supervise the matter.

In addition, Wisconsin Supreme Court Rules require that attorneys practicing as a limited liability entity must register annually with the State Bar of Wisconsin and must maintain professional liability insurance with minimum levels mandated by the applicable Wisconsin Supreme Court Rules.

DATED this 21<sup>st</sup> day of December, 2008.

**CITY OF MILTON**

By: Nathan W. Bruce  
Nathan W. Bruce  
Mayor

Attest:

Nancy Zastrow  
Nancy Zastrow  
City Clerk/Treasurer

**CONSIGNY, ANDREWS, HEMMING  
& GRANT, S.C.**

By: Mark A. Schroeder  
Mark A. Schroeder  
President

January 24, 2005

MARK D KOPP ESQ  
CONSIGNY ANDREWS HEMMING & GRANT  
PO BOX 1449  
JANESVILLE WI 53547

Re: Terms of Engagement

Dear Mark:

The purpose of this letter is to state the terms of the City of Evansville's engagement of your law firm to perform the services of the city attorney and prosecuting attorney. You are the individual attorney designated to fulfill the statutory functions of a city attorney for the City of Evansville.

The term of the engagement is January 1, 2005, through December 31, 2006. The term of the engagement may be extended by mutual agreement of your firm and the mayor, provided the mayor's appointment is confirmed by the Common Council.

Your firm will charge the city for attorney time spent providing services to the city under this engagement at a rate of \$115 per hour. The services that will be charged at this rate include, but are not limited to, in-office work, attendance at meetings, phone conferences, and travel time. In addition, your firm will charge the city for mileage at the IRS rate, long-distance calls at \$3.00 per call (except that there will be no charge for telephone calls to the city, even though these are local-toll calls), \$0.25 per page for copies, and other reasonable out-of-pocket expenses incurred by the firm in its representation of the city.

Your firm shall provide separate invoices, or group charges within each invoice, for general legal service, prosecutions services, individual development projects, individual capital projects, and other discrete projects to allow the city to allocate charges among its budgetary accounts and to recover costs from developers and property owners when authorized to do so by ordinance or agreement.

Your firm or the city may terminate this engagement by giving written notice to the other party at least sixty (60) calendar days in advance of the effective date of the termination.

If these terms of engagement are acceptable to you and your firm, please indicate so by signing below.

CITY OF EVANSVILLE

Mark D. Kopp, Esq.  
Consigny, Andrews, Hemming & Grant, S.C.  
January 24, 2005  
Page 2

Very truly yours,

William E. Connors  
City Administrator

The firm of Consigny, Andrews, Hemming & Grant, S.C. accepts and agrees to the terms of engagement set forth in the above letter.

By: \_\_\_\_\_

Mark D. Kopp, Shareholder

Date: \_\_\_\_\_

1/25/05