

May 14, 2024

Taylor Zeinert, Interim Economic Development Director
City of Whitewater Community Development Authority
312 W. Whitewater Street
P.O. Box 178
Whitewater, WI 53190

Dear Ms. Zeinert:

Please accept our proposal to provide Legal Services for the Community Development Authority of the City of Whitewater. The attorneys and staff at von Briesen & Roper, s.c. have a passion for urban redevelopment that is only matched by their experience and success. We would welcome the opportunity to partner with the CDA in its future redevelopment efforts. Thank you for your consideration.

Very truly yours,

von BRIESEN & ROPER, s.c.



Alan Marcuvitz, Shareholder
von Briesen & Roper, s.c.

**VON BRIESEN & ROPER, S.C. PROPOSAL TO
THE CITY OF WHITEWATER COMMUNITY DEVELOPMENT AUTHORITY**

1. Profile and history of yourself and/or firm including attorneys in the firm and a list of principals. Indicate the attorney(s) who will be responsible for work with the CDA.

a. Profile and history of the firm.

von Briesen & Roper, s.c. (von Briesen) is a 120-year old law firm based in Wisconsin with over 180 professionals. We take great pride in being a Wisconsin law firm. We believe that our Wisconsin values of common sense, effective advocacy and value, and result-driven services resonate favorably with clients.

One would be hard-pressed to find a law firm with a more experienced roster pertaining to redevelopment. For example, von Briesen is intimately involved in land-use and zoning issues, and has a certified urban planner and zoning administrator on the team. As a result, we have recently been retained by two municipalities to complete a total re-write of their respective zoning codes. We regularly represent both private and government clients in land-use and zoning issues, and have extensive experience in all facets of such processes from ordinance drafting to public hearings. Additionally, we have drafted and assisted government clients in approving planned unit development districts. Many von Briesen attorneys have extensive municipal law experience. Specifically, Chris Smith has been the Village Attorney for Mount Pleasant and the City Attorney for South Milwaukee for many years, and is able to handle any type of municipal law issue that may arise, including open records, open meetings and public hearing issues.

Alan Marcuvitz is the top eminent domain attorney in the State of Wisconsin, and is recognized nationally as a leader in this practice area. Led by Alan, the von Briesen team has a vigorous eminent domain practice, representing both governmental entities and property owners. Some of our major development initiatives began with eminent domain proceedings, including the Foxconn/Microsoft project in the Village of Mount Pleasant, the redevelopment of the former General Motors plant in the City of Janesville, and the redevelopment of blighted areas in the cities of Sheboygan and Manitowoc.

Our team has drafted and shepherded countless development agreements through the approval process, ranging from standard pay-go agreements to more creative agreements that sometimes did not involve the use of TID incentives. We have represented municipal governments in deals ranging from various types of residential, commercial, industrial, health care and more. As part of our roles as advisors to the Village, we offer opinions as to appropriate developer incentives, which requires us to analyze financial pro-formas and the market, generally. In some cases, we have recommended that the development agreement include a "look-back" provision upon project stabilization to guard against over-incentivization. In summary, we are extremely experienced with development agreements.

Overall, von Briesen is a leader in urban renewal and real estate law. We frequently present on these topics for the League of Wisconsin Municipalities (LWM), Wisconsin City/County Manager Association (WCMA) and our own Town Hall presentations, which our municipal clients are invited to attend. Alan Marcuvitz has authored pattern jury instructions for eminent domain cases, and will lead the 19th annual Condemnation Appraisal Symposium at Marquette Law School in May 2024. In addition to being effective practitioners in this area, our team educates others throughout the state on urban renewal issues and questions.

b. Profile and history of the attorneys and responsible attorney.

Lead Attorney: Alan Marcuvitz. Alan has been practicing real estate law for more than 60 years, and has been an integral part of some of the largest development deals in state history. We propose that Alan will oversee our Team's work, will primarily advise in terms of vision and concepts, and will be directly involved in complicated redevelopment issues.

Assisting Attorney: Chris Smith. Chris has many years of experience as a municipal attorney, and has successfully guided many municipal clients through the redevelopment process. Chris has worked closely with Alan on the Microsoft project in Mount Pleasant and other current projects. Chris is comfortable in meetings with elected officials, municipal staff, and public meetings.

Assisting Attorney: Alexandra Don. Alexandra is a very active attorney in Wisconsin real estate law. She has experience in visioning complex negotiations and has an ability explain the intricacies of a deal in a way that the client and public will understand.

Land Use and Development Advisor: Sam Schultz, AICP, CNU-A. von Briesen recruited Sam to its real estate team last year primarily to enhance the services that von Briesen can provide to its clients in the development area. Sam is a certified urban planner, and has served as the community development director and zoning administrator for the Village of Mount Pleasant. Sam is able to assist local planning staff in creating a plan for portions of a municipality, or for a specific site pegged for redevelopment. He can also assist in drafting zoning amendments, including PUD's.

Specialty Attorney: David Ruetz. It is not uncommon for environmental issues to arise in the redevelopment process. On such occasions, Dave supports our redevelopment team. Dave has over 30 years of experience in the environmental field, including work as an environmental attorney, the president of an environmental consulting/engineering firm, and administrative director of a governor-appointed natural resource advisory council. As an environmental scientist, Dave has performed numerous Phase I and Phase II Environmental Site Assessments, environmental regulatory compliance audits, remedial assessment of petroleum and chlorinated solvent contaminated sites, and water permitting projects.

2. List of all current municipal government or Community Development Authority clients including the name and telephone number of the current client.

Following is a partial list of municipal clients that we have represented, or currently represent, in a development/redevelopment capacity:

- Village of Brown Deer
- City of Janesville
- City of Manitowoc
- City of Sheboygan
- City of South Milwaukee
- Village of Caledonia
- Village of Mount Pleasant
- City of Glendale
- Village of River Hills
- City of Burlington

The following municipal government clients may be contacted about our representation:

Village of Mount Pleasant

Maureen Murphy, Village Administrator

mmurphy@mtpleasantwi.gov

262-664-7800

City of South Milwaukee

Patrick Brever, City Administrator/Economic Development Director

Brever@smwi.org

414-768-8047

City of Janesville

Kevin Lahner, City Manager

lahnerk@ci.janesville.wi.us

608-755-3177

Village of Brown Deer

Tyler Burkart, Village Manager

Nate Piotrowski, Community Development Director

tburkart@browndeerwi.org and npiotrowski@browndeerwi.org

414-371-3050 and 414-371-3061

City of Manitowoc

Eric Nycz, City Attorney

cityattorney@manitowoc.org

920-686-6990

Proposed Legal Services Agreement

This Agreement is between the City of Whitewater Community Development Authority (hereinafter referred to as "CDA") and von Briesen & Roper, s.c. (hereinafter referred to as "Service Provider") for legal consultation services. In consideration of the mutual agreements contained herein, the CDA and Service Provider agree as follows:

1. The CDA will:

- a. Pay the Service Provider amounts invoiced to the CDA for services rendered. Service provider shall bill the CDA as described in Service Provider's proposal dated May 14, 2024. Payment shall be completed in monthly installments. Service Provider does not charge for mileage, postage or telephone charges. Any expenses accrued by the Service Provider would be passed along as actual costs to the CDA.

2. The Service Provider will:

- a. Provide legal services and consultation to the CDA primarily in the area of property development and related issues.
- b. Attend CDA meetings and/or public hearings as requested by the CDA.
- c. Provide all other remaining services contemplated in their submitted proposal.

3. Duration.

This Agreement will be valid for three-years upon both parties signing and will be effective no later than December 31, 2027. This Agreement may be cancelled on sixty (60) days written notice of either party.

4. Use of Name

It is understood and agreed that the name of the CDA may not be used by the Service Provider or its agents in any public promotional materials without prior approval.

5. Independent Contractor.

It is understood and agreed that the Service Provider is an independent contractor for the performance of all services described within this Agreement.

6. Assignment.

This Agreement and interests hereunder are not to be assigned.

7. Liability.

The CDA represents that it does not carry any insurance covering liability of its independent contractors, including the Service Provider. Service Provider is solely responsible for obtaining any insurance coverage that may be necessary to carry out its business, including workers compensation coverage and/or liability coverage as dictated by state statute. Nothing in this agreement is intended to abrogate the immunities or limitations of liability as enumerated in Wis. Stat. §893.80 that may be asserted by either the CDA or the Service Provider.

8. Wisconsin Law.

This Agreement shall be governed by and construed with the laws of the State of Wisconsin.

9. Complete Agreement.

This Agreement represents the entire of listing of the terms between the parties. This Agreement may be modified only in writing by an amendment signed by both parties.

10. Endorsement.

By endorsing this Agreement both the Service Provider and the CDA indicate that each has the authority to bind to the terms of this Contract.

City of Whitewater
Community Development Authority

von Briesen & Roper, s.c.

Tyler Zeinert,
Interim Economic Development Director

Alan Marcuvitz, Shareholder

Date

CDA Legal Services Rates

Current fee schedule:

Name	Hourly Rate to City	Hourly Rate if Reimbursed to City
Alan Marcuvitz	\$425	\$530
Christopher R. Smith	\$350	\$450
Alexandra Don	\$250	\$300
Samuel R. Schultz	\$235	\$270
David P. Ruetz	\$410	\$500

We are proposing a reduced hourly rate for any fees that are not ultimately reimbursed to the City from a third party (i.e. a developer, pursuant to an obligation to reimburse the City for any third-party fees related to a development agreement and ensuing project), and a premium rate when such fees are subject to reimbursement. Note that our premium rates are well within the range of what developers pay for attorneys of our experience and skill, and we have yet to hear an objection when these fees are reimbursable to a municipality. Furthermore, unless a specific attorney is requested by the City, we plan to utilize team members with the lowest hourly rates whenever possible (i.e. to attend non-controversial CDA meetings). Our minimum billing increment is 6 minutes. Our invoices include activity descriptions for each team member. Above is the description of our proposed hourly rates using this hybrid formula.

Upon execution of a development agreement in which the developer is obligated to reimburse the City for our fees, we will issue an invoice to the City to be passed through to the developer. Upon payment, the City would then pay von Briesen the difference in the developer's bill and any payments the City had already paid to von Briesen for the particular matter under the reduced rate structure.