



January 12, 2012

Scott Post
City of West Allis
City Hall
7525 West Greenfield Avenue
West Allis, WI 53214

Re: *Engagement Letter for City of West Allis Brownfields Project*

Dear Scott:

Thank you for the opportunity to present this engagement letter for the City of West Allis in regard to certain Brownfield properties in West Allis, including, specifically, the property at 1501 South 113th Street, West Allis, Wisconsin (the "Property").

We have checked our records and have determined that there is no conflict of interest that prevents us from working for the City of West Allis on this matter other than Gonzalez Saggio & Harlan LLP's (GSH) prior and current unrelated representation of JP Morgan Chase (Chase). As you know, Chase is involved in the Property matter because it previously owned the Property in foreclosure and sold the Property to the current owner, Juan Macius. Mr. Macius has now sued Chase in regard to contamination that Macius asserts existed as of the time that Chase owned and sold the Property to Macius. The City's interest in this matter is in getting this dispute resolved and getting the Property, as well as the adjacent property to the north of the Property, remediated and available for redevelopment.

Because GSH has previously represented and may in the future represent Chase in matters unrelated to the dispute between Macius and Chase, GSH's potential representation of the City in the current matter constitutes a potential conflict of interest. Before GSH could represent the City in the present matter, both Chase and the City would need to consent to GSH's unrelated representation of the other party. GSH does not believe that its representation of the City in the present matter would be compromised in any way by its prior or current unrelated representation of Chase. Similarly, GSH does not believe that its potential unrelated representation of the City would compromise its current or future and unrelated representation of Chase. GSH would insure that all of the confidential information that it has or may have for either client is kept secure and is not disclosed to the other party. Similarly, GSH would insure that none of the attorneys who work on matters for one client would also work on matters for the other party.

GONZALEZ SAGGIO & HARLAN LLP
Attorneys at Law

www.gshllp.com

Milwaukee
225 East Michigan St.
Fourth Floor
Milwaukee, WI 53202
Tel (414) 277-8500
Fax (414) 277-8521

Atlanta, GA
Boca Raton, FL
Boston, MA
Chicago, IL
Cincinnati, OH
Cleveland, OH

Columbus, OH
Indianapolis, IN
Las Vegas, NV
Los Angeles, CA
Nashville, TN
New York, NY

Phoenix, AZ
Stamford, CT
Washington, D.C.
Wayne, NJ
West Des Moines, IA

Scott Post
City of West Allis
January 12, 2012
Page 2

We propose to undertake any legal activities requested by the City on an hourly rate basis. We propose to discount our standard hourly rates. This would mean hourly rates (discounted) of: Senior Partner: \$325; Partner: \$300; Senior Associate: \$265; Associate: \$225; and, Paralegal/Legal Assistant: \$100.

The amount of our statement will be the fair value of the services provided taking into account the time and effort involved, the type of service we are being asked to perform, any special level of expertise required, the results obtained and other relevant considerations. We will bill for support services, such as photocopy, facsimile, messenger and delivery service, online research, travel, word processing and search and filing fees. Any large disbursement billings will be forwarded to you for direct payment to the supplier. Statements are normally sent to clients each month and reflect the services and expenses incurred the previous month. Payment is due promptly upon receipt and no later than forty five (45) days after your receipt of our invoice.

The fees and costs for this matter are not predictable. Therefore, we cannot promise what fees or expenses will be necessary to complete the project. You understand that the payment of our firm's fees and costs are not contingent upon the outcome of this matter. I will oversee and provide point of contact service on this matter.

Either of us may terminate this relationship at any time for any reason by written notice. Our firm is subject to applicable rules of professional conduct when terminating a client engagement. If we terminate the engagement, our firm will take all reasonable and practical steps to protect your interests and, at your request, suggest possible new counsel. We will provide new counsel with any documents you have provided to us. Unless previously terminated, our representation of you in this matter will end when we send our final statement of fees. After the representation ends, there might be changes in laws or regulations that might affect your future rights and liabilities, but our firm does not have an obligation to continue to advise you about future legal developments, unless you engage us to do so.

As it pertains to both the cost and the effort to implement this representation, we believe GSH could be a valuable partner for the City, because (a) we have unsurpassed and directly relevant experience in representing a Wisconsin city, Neenah, in addressing its Brownfields projects. GSH was also recently retained by the City of Racine in regard to its Brownfields matters; (b) our proposed hourly rates are substantially less than what an equally qualified Wisconsin firm could offer; (c) on a cost-effective basis, we could provide support to the other

Scott Post
City of West Allis
January 12, 2012
Page 3

government offices of the City; and (d) using GSH, a minority owned business enterprise, lends further credibility to the City's commitments to sensibly address Brownfields redevelopment.

If the terms of this letter are acceptable to the City and if the City consents to GSH's representation of Chase in unrelated legal matters, please sign and return a copy of this letter. For your information, Chase has already agreed to a corresponding consent and waiver for GSH's representation of the City of West Allis in regard to the Macius Property.

Sincerely yours,



Edward B. Witte

Attachments

CITY OF WEST ALLIS, WISCONSIN

By: _____

Title: _____

Date: _____