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MurphyDesmond S.C.
LAWYERS

20 January 2022

VIA EMAIL ONLY
tswadley@ci.stoughton.wi.us

Mayor Tim Swadley
City of Stoughton
207 S. Forrest Street
Stoughton, WI 53589

Re: Engagement Letter – Moe Family Farm Development

Dear Mayor Swadley:

Thank you and the City Council for choosing my firm to assist you in the above-referenced matter. An anonymous potential developer has expressed interest, through representatives at Baker Tilly, in developing property owned by Moe Family Farms LLC and annexing into the City of Stoughton. The first issue with which the City must contend is the developer's demand that the City sign a nondisclosure agreement. The City seeks counsel on whether to enter into the nondisclosure agreement and, depending upon the outcome of that decision, assistance in consideration of the development proposal and counsel on the land use approvals, agreements, annexation and various other related processes.

This letter describes the basis on which our firm will provide and bill for our legal services.

1. **Staffing**. I will have primary responsibility for your representation, and will be the main attorney performing the work related to this matter. I may, however, utilize other attorneys and legal assistants in the office in the best exercise of my professional judgment.

2. **Fees**. We take into account many factors in billing for services rendered, and we will review all statements before they are issued to ensure that the amount charged is appropriate. The principal factor is usually our schedule of hourly rates, and most statements for services are in substance the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work. Our schedule of hourly rates for attorneys and other members of the professional staff is based on years of experience, specialization in training and practice, and level of professional attainment. **My rate for this matter is currently** $280 **per hour**. **Other attorneys or paralegals may be asked to work on this matter at my discretion, however, you will not be charged for services provided by others at a rate higher than my own without your consent.** Currently our hourly rates for attorneys range from $190 - $565 (hourly rates for paralegals range from $80 - $245). The schedule is subject to change from time to time, generally on an annual, calendar year basis.

3. **Costs**. Often it is necessary for us to incur expenses for items such as travel, lodging, meals, telephone calls, and deposition transcripts. Similarly, some matters require substantial amounts of costly ancillary services such as photocopying, computerized legal research, and staff overtime. To allocate the expenses fairly and keep billing rates as low as possible for those matters that do not involve such expenditures, these items are separately itemized in our statements as "Costs and Disbursements." Some "Costs and Disbursements" represent out-of-pocket costs, some represent an allocation of overhead costs associated with the items, and others represent a combination of both factors. In some circumstances, particularly with regard to substantial items, we either ask our clients to pay costs directly or fund them in advance.

4. **Billings**. Our policy is to bill each client monthly for all services performed and costs incurred in the previous month for every matter on which we have worked. Since there are sometimes delays in the accrual of costs incurred, some costs may be included in a subsequent bill. We expect payment promptly after receipt of a bill.

5. **Advanced Fees and Costs.** Advanced Fees and Costs may be requested at any time depending upon the nature and amount of work that may need to be performed. Upon receipt, the Advanced Fees and Costs will be deposited into a trust account maintained by the Firm with interest thereon being paid to the Wisconsin Trust Account

Foundation as required by Wisconsin Law. We will withdraw payment for costs invoiced and fees that have been earned from the funds held in trust at the time an itemized invoice containing the amount owed is transmitted to you.

We reserve the right to discontinue work in the absence of a requested advanced fee and cost payment. Further, advanced fees and costs may be required, upon notice, to be replenished where value of remaining work expected to be required exceeds the current balance.

At this time, no advanced fees are requested.

6. **Termination**. You have the right to terminate our representation at any time. We will have the same right, consistent with our ethical obligations, if you fail to promptly pay us the amounts you owe us, refuse reasonable requests for advanced fees or replenishment of advanced fee balance, if you fail to disclose to us material facts, act contrary to our advice or if for any other reason we feel we are unable to continue an effective attorney-client relationship.

7. **Understandings**. You understand that any estimate we might give you for the fees and costs associated with our engagement is only an estimate based on very preliminary information and that the actual fees and costs to represent you in a given matter to conclusion will be determined in accordance with the provisions of this letter and may vary significantly from the estimate. You also understand that, although we will perform our professional services on your behalf to the best of our ability, we cannot and have not made any guarantees regarding the outcome. Any discussions we have with you or your representatives about the outcome of the matter are our best professional estimate only, and are limited by our knowledge at the time they are made.

8. **Consultations**. Personal and telephone consultations with your attorney(s) are part of your representation and will be billed by the attorney for the time spent on such consultation.

9. **Records Retention Policy.** It is our firm policy that files be stored in our storage area for ten years after the conclusion of a particular matter. All important original documents will be returned to you upon conclusion of the matter. After ten years, the file will be destroyed. If

> you should desire a copy of the file or any part of it after the conclusion of the matter, it will be your responsibility to make a specific written request for those documents. If no such request is made, the file will be destroyed after ten years in accordance with firm policy.

Please sign a copy of this letter and return it to acknowledge your receipt and understanding. E-mail or facsimile is acceptable. If you have any questions about this letter or the terms of representation, please call me.

I look forward to assisting you in this matter.

Sincerely,

Matthew J. Fleming

39657.223188

ACKNOWLEDGED:

City of Stoughton

By:_____
Timothy Swadley, Mayor

Dated: _____

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To Our Client:

Murphy Desmond S.C. is a service corporation, which is a special kind of corporation formed under Wisconsin law by firms providing professional or other services to the general public. Under rules established by the Wisconsin Supreme Court, all law firms that are organized and operate as a limited liability entity, including as a service corporation as Murphy Desmond S.C. does, must provide to clients and potential clients a summary of the features of the service corporation law as it affects liability of providers of professional legal services.

Our law firm may be liable for the omissions, negligence, wrongful acts, misconduct and malpractice of the shareholders and employees of the firm who, on behalf of the firm, provide professional services. A shareholder or attorney employee of the firm may be liable for omissions, negligence, wrongful acts, misconduct and malpractice of their own doing and of any person acting under their actual supervision and control in that specific activity; however, all other shareholders and employees of the firm shall not be personally liable for those acts and omissions. In addition, this Supreme Court Rule requires our law firm to register annually with the State Bar of Wisconsin and to carry professional liability insurance with certain minimum limits. Our firm carries substantially more coverage than is required for a firm of our size and we intend to do so in the future.

These notifications are required by the Wisconsin Supreme Court and in no way alter our mission as a firm or the values that form the foundation of our operating philosophy. Both individually and as a firm, we intend to provide high quality legal services on a timely, effective and efficient basis. If you have any questions regarding the substance of this letter, please do not hesitate to contact us.

Murphy Desmond S.C.