

December 8, 2023

VIA EMAIL ONLY

Mr. Joe Trueblood, Superintendent
City of Sheboygan Water Utility
72 Park Avenue
Sheboygan, WI 53081

joetrueblood@sheboyganwater.org

RE: Engagement of Legal Service

Dear Joe:

We are pleased to confirm our engagement to represent the City of Sheboygan Water Utility with respect to its private lead service line financial assistance program.

We have performed a conflicts of interest check, and we have determined we have no current conflicts of interest that could affect our representation. In the future, if we represent you in another matter, we may review that issue again.

An important factor in maintaining the trust and confidence of our clients is clearly communicating the scope of our professional engagement and our procedures for billing and payment. This letter attempts to fulfill this objective. Please review the letter carefully. If you have any questions, please do not hesitate to contact me.

Identification of Client

As attorneys, we owe certain professional obligations to our clients. With respect to the matters set forth in this letter, the City of Sheboygan Water Utility ("Sheboygan") is our client.

Scope of Engagement and Expectations

You have asked us to represent Sheboygan in connection with its private lead service line financial assistance program.

Fees, Costs, Billing and Payment

Fees. We believe that we charge fair value at competitive rates for the type and quality of legal services we render. Our fees are based principally on the time expended by our attorneys, paralegal assistants and law clerks who work on your representation. We have established an hourly rate for each attorney, paralegal assistant and law clerk in our firm.

Typically, our fee is equal to our hourly rates multiplied by the hours worked. Hourly rates for work on your matter will range from \$85 to \$350. This includes the rates of attorneys, paralegal assistants, and clerks whom I may assign to work on this matter. My hourly rate for 2024 will be \$350. Our firm reviews hourly rates periodically, and our rates may be adjusted from time to time. We typically review and change hourly rates effective January 1 of each year.

Other Fees, Costs and Expenses. Major filing fees and charges for outside services such as local counsel, appraisal fees, title work, and the like, will be forwarded to you for direct payment. Other out-of-pocket costs and expenses, such as travel, long-distance telephone, facsimile, photocopy, minor filing fees, transportation costs (including automobile mileage at the per-mile rate established by the firm), computer research fees, and other miscellaneous expenses identifiable to your matter will be billed monthly, and will be appropriately described on an invoice. Charges for certain of the above-listed expenses may be adjusted annually, on or about January 1.

Billing and Payment. Our standard practice is to bill each month for services we render during the previous month. Payment is due upon receipt of our billing invoice. Any different payment arrangements must be approved by me in advance, in writing.

The firm accepts credit cards for payment of invoices.

Interest. We charge interest to business clients with a balance of \$1,000 or more on receivables of 60 days or more. We do not charge interest on individual accounts, unless the individual has a signed credit agreement or other installment arrangement.

Additional Representation Terms

Sheboygan will at all times have the right to terminate our services upon prior written notice.

Mr. Joe Trueblood
December 8, 2023
Page 3

I will have primary responsibility for your representation and will coordinate the use of other attorneys, paralegal assistants, and clerks on your matter. Please direct to me any questions or concerns about bills or the services that we provide.

Firm's LLP Status

The Wisconsin Supreme Court has adopted a rule permitting law firms to practice as limited liability organizations. Our firm chose to become a limited liability partnership as of April 1, 1998. Limited liability status generally exempts the partners from personal responsibility for the firm's liabilities. The rule provides, however, that "Nothing in this rule ... shall relieve a lawyer from personal liability for any acts, errors or omissions of the lawyer arising out of the performance of professional services." The rule also requires the firm to maintain professional liability insurance coverage with a policy limit of at least \$10,000,000. If you have any questions regarding our status as a limited liability partnership, please call our Business Manager Julie McDermott at (608) 283-7586.

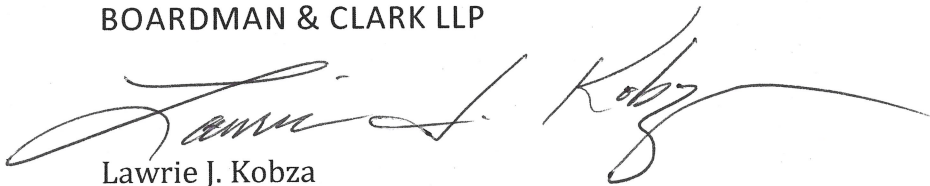
Conclusion

We appreciate the opportunity to represent Sheboygan. We look forward to a long and mutually rewarding relationship. If you have any questions or comments about the objectives and scope of our representation or about our billing and payment policies, please let me know.

Please acknowledge your agreement to these terms and your consent to our representation of Sheboygan, as described above, by signing a copy of this letter and returning it to me at your earliest convenience.

Sincerely,

BOARDMAN & CLARK LLP


Lawrie J. Kobza

Mr. Joe Trueblood
December 8, 2023
Page 4

ACKNOWLEDGMENT AND CONSENT:

Date: _____

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