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+ Licensed in Arizona  
± Licensed in California  
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Brian L. Olson  
(1969-2010)

William F. Rummel  
(1943-2015)



**GALLIAN WELKER &  
BECKSTROM, L.C.**

April 28, 2021

Via Email

Mayor Dale Beddo  
Town of Apple Valley  
1777 North Meadowlark Drive  
Apple Valley, Utah 84737  
*dbeddo@applevalleyut.gov*

**Re: Town of Apple Valley  
Letter of Representation for Town Attorney Position**

Dear Mayor Beddo:

The purpose of this Letter of Representation is to confirm and agree on the scope and terms of my position as Apple Valley's Town Attorney. If these terms are acceptable, please sign this letter at the bottom where indicated.

I will not be an employee or fulltime attorney for the Town. Instead, my services as the Town Attorney will be utilized on an as-needed basis. I will only attend meetings or perform work when it is requested by the Town. The scope of work will include being an advisor to the Town Council, Planning Commission, and to advise regarding the Town's interest in the Big Plains Water and Sewer Special Service District. It is expected that the Town will contact me as needed to consult on or review specific matters before the Town. The Town may assign me specific tasks, such as amending ordinances, responding to lawsuits or referenda, or drafting letters to third parties regarding Town matters. It is expected that I will be contacted by individuals because of my role as Town Attorney. I will respond to those individuals, or forward the correspondence on to the Town, as appropriate. The then-serving mayor will be my primary contact, unless that duty is delegated to someone else by the mayor.

I understand that the Town has its own administrative staff, so my staff will generally not be expected to undertake Town administration issues. However, there will be tasks involving my work as the Town Attorney that I may assign to my legal assistant. Although I will be the Town Attorney, I may delegate certain tasks to other attorneys at my law firm, Gallian Welker & Beckstrom ("GWB"). For example, I may ask an associate attorney to conduct legal research for an issue on which the Town requested guidance. Or, I may consult with a different attorney in the firm on an area of law that the attorney has extensive experience.

The reduced municipal rate for attorneys is \$200 per hour. The reduced rate for work performed by a legal assistant is \$85 per hour. It is anticipated that the yearly amount

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billed will be approximately \$30,000, which equates to 150 attorney hours. However, the amount billed will depend on the amount of work requested by the Town and the amount of work performed and time spent. Costs and expenses incurred by GWB shall be advanced and paid by the Town. In the event GWB advances any costs or incurs expenses, the Town shall reimburse GWB. Costs and expenses typically include: county recording charges, photocopying, mileage charges, etc. The Town will be invoiced monthly for work performed. The Town agrees to pay statements within 15 days after receipt. Accounts over 20 days past due shall bear interest at 1.5% per month (18% annual percentage rate) from initial statement date.

Either the Town or Dayton L. Hall may terminate this relationship at any time and for any reason, with or without cause.

Sincerely,

GALLIAN WELKER  
& BECKSTROM, L.C.



Dayton L. Hall

**TOWN OF APPLE VALLEY'S ACCEPTANCE OF LETTER OF  
REPRESENTATION**

Mayor Dale Beddo, on behalf of the Town of Apple Valley, is authorized and accepts and agrees to the terms set forth above regarding Dayton L. Hall's position as the Town Attorney

\_\_\_\_\_  
Mayor Dale Beddo

\_\_\_\_\_  
Date