

Benjamin Ruesch, Esq.*+

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Engagement Letter

November 7, 2018

Big Plains Water and Sewer Special Service District
c/o Harold Merritt
688 N. Paradise Ln, Bldg A
Apple Valley, UT 84737

Re: Legal representation

Dear Harold:

We are pleased that the Big Plains Water and Sewer Special Service District ("The District") has retained Ruesch & Reeve PLLC to provide legal services. This letter specifies the terms and conditions of our engagement and describes our responsibilities and the legal services we will perform for The District.

The District agrees to retain Ruesch & Reeve PLLC as its counsel, subject to the terms and conditions set forth in this letter and in any supplements and amendments to this letter which may be agreed to by Ruesch & Reeve PLLC and The District in the future. Ruesch & Reeve PLLC will serve as The District's counsel until its engagement is terminated by The District or Ruesch & Reeve PLLC as provided in this letter, or until the legal services have been fully performed and concluded.

As counsel to The District, Ruesch & Reeve PLLC will have those responsibilities and perform those services set forth in **Schedule A**, attached hereto. The District may change the scope of Ruesch & Reeve PLLC's engagement by modifying or deleting existing responsibilities and services or by adding new ones. Such changes in scope will be discussed with Ruesch & Reeve PLLC and, if agreed to, will be reflected in amendments to Schedule A.

Ruesch & Reeve PLLC will charge The District for its services performed under this letter agreement in accordance with Ruesch & Reeve PLLC's reduced rate schedule currently in effect, which is set forth in **Schedule B**, attached hereto. The current rates will remain in effect until December 31, 2019 and may be subject to adjustment at or after that time. Because this representation is to be tracked on an hourly basis, time will be accounted for in increments of one-tenth of an hour and invoices will reflect the time spent and a brief description of the services performed.

Ruesch & Reeve PLLC is authorized to incur on behalf of The District costs and expenses that Ruesch & Reeve PLLC deems necessary to perform the legal services set forth

herein. The District agrees to pay or reimburse Ruesch & Reeve PLLC for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, but are not limited to, for example, the following: travel-related expenses, computer-assisted research, transcription, overnight delivery and messenger services. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

Ruesch & Reeve PLLC will bill The District monthly for fees and expenses relating to its work for The District and The District will pay each such billing within 15 days of the invoice date. The District agrees to Ruesch & Reeve PLLC's billing and collection policies as set forth in **Schedule C**, attached hereto.

Prior to any time spent for hourly-based work, the District shall pay Ruesch & Reeve PLLC a retainer deposit of \$1,000.00 to be applied against fees and costs. Funds will be withdrawn from the account to pay such fees and costs as they are incurred.

Ben Ruesch will be responsible for Ruesch & Reeve PLLC's relationship with The District and should be contacted in the first instance concerning issues that pertain generally to that relationship. Ben Ruesch will be responsible for billing matters. Ben Ruesch will be primarily responsible for supervising Ruesch & Reeve PLLC's performance of services for The District and will provide services to The District. Other lawyers and staff in Ruesch & Reeve PLLC will be called upon from time to time as necessary to perform services for The District.

Ruesch & Reeve PLLC is not aware of any actual or, except as discussed herein, any potential conflicts of interest arising from its representation of The District and Ruesch & Reeve PLLC's other clients. As conflicts of interest arise and are identified, Ruesch & Reeve PLLC will disclose them to The District and The District and Ruesch & Reeve PLLC will work together to resolve them. While the firm will have primary responsibility for monitoring and identifying conflicts of interest, the District agrees to assist the firm in that regard.

The District may terminate Ruesch & Reeve PLLC's engagement at any time and for any reason (or no reason). Upon termination, the District will pay within ten days the firm's outstanding fees and expenses. Outstanding fees and expenses include both billed but unpaid invoices and unbilled time and expenses for services performed for The District. The District will give the firm written notice of termination. Upon receipt of such notice, the firm will stop performing services for The District except with respect to those specific matters, if any, identified in the notice of termination or related correspondence. As to those specific matters only, the firm will continue to represent The District during a reasonable transition period until new counsel is engaged and the firm is instructed to cease work on such matters.

The firm may terminate its engagement as The District counsel at any time and for any reason by providing The District with prior written notice of termination subject, as to matters then in litigation, to the permission of the court in instances where that is required. The District will pay the firm's outstanding fees and expenses within ten days of the effective date of such termination. Upon termination of its engagement as counsel, the firm will cooperate with The District in the transfer of its responsibilities to successor counsel as directed by The District.

Ruesch & Reeve PLLC has made no promise or guarantee to The District about the outcome of the representation undertaken by the firm. Despite the firm's best efforts, legal fees can exceed estimates because the time necessary to complete the legal services may exceed the firm's best estimates.

The District shall cooperate with the firm, shall pay the firm's bills in a timely manner and shall keep the firm informed of The District addresses and telephone numbers, and how to best contact The District.

We greatly appreciate the opportunity to work with the District and provide legal services to the District. The District is a valued client of the firm and we look forward to working with the District. If the terms and conditions set forth in this letter are satisfactory, please execute this letter and the enclosed copy and return an executed copy to the undersigned, keeping the remaining copy in the District file.

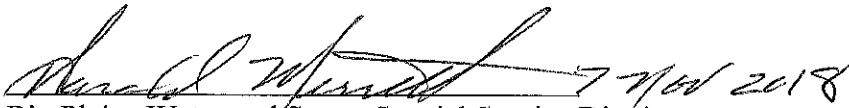
Very truly yours



RUESCH & REEVE PLLC

BY: Ben Ruesch, Managing Partner

The terms of the foregoing letter are agreed to and accepted as of November 7, 2018



Big Plains Water and Sewer Special Service District

By: Harold Merritt, Chairman of the Board

SCHEDULE A

Client hires Attorney to provide legal services in connection with:

1. Reviewing, drafting, and negotiating contracts and leases
2. Advising on individual labor and employment matters
3. Reviewing personnel, fiscal and other policies, as well as corporate by-laws
4. Attending Board of Directors and Committee meetings as necessary
5. Advising on government grant and contract issues
6. Advising on responses to subpoenas, court orders, and requests for information from third parties
7. Defending lawsuits, administrative claims, or other legal claims
8. Conducting litigation as necessary
9. Providing other legal services as needed

The above list shall also include the following services: general legal representation, as requested by Client, which includes, but is not limited to, telephone conferences, office conferences, legal research, review of file materials and documents sent or received, drafting letters, conferences and hearings, drafting documents for court, correspondence, and office memoranda.

SCHEDULE B

HOURLY RATE FEE STRUCTURE

Ben Ruesch hourly rate	\$160.00
Nathan Reeve hourly rate	\$160.00
Ryan Nielsen hourly rate	\$160.00
Paralegal/Legal Assistant hourly rate	\$80.00

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SCHEDULE C

LAW OFFICE BILLING POLICY

Updated April 2018

The following is a statement of the Firm billing policy which shall be followed in relation to the legal services agreed to be performed by the Firm on behalf of you, "the Client".

Billing Cycle

Invoicing is done on a monthly basis based on services performed since the previous invoice, including expenses incurred on your behalf. You will be notified of any changes in the billing arrangements and policies set forth in the statement in the accompanying engagement letter.

Flat Fee Billing (if applicable)

Many services such as contract review, document drafting, licensing and business entity document processing, and the like can be quoted at a flat fee rate or structured fee. Additionally, monthly subscription agreements can be arranged for ongoing representation and legal consulting. Any flat fee or structured fee arrangement must be agreed upon prior to commencing the work. If no such arrangement is in place, you will be billed on an hourly basis.

Hourly Billing (if applicable)

You will be billed for all time expended on your account, including without limitation, time spent during the initial consultation (as discussed above), time spent traveling, and any time spent by us in relation to your matter whether. Time is billed in 1/10 hourly increments. Such billable time will include, for example and without limitation, time spent: in in-person meetings or telephone consultations with you or others, engaged in research, preparing documents, developing strategy, and in consultation with other professionals, etc.

Your attorney may, at his discretion, discount for other services and time spent behalf of the client.

Expenses

Clients may incur certain expenses in addition to the time spent on the matter. These expenses will be incorporated into your bill at cost, and would include such items as commercial messenger deliveries, postage, filing fees, transcripts, copying or document management,

printing costs, travel, and related expenses such as meals and lodging. The Law Office reserves the right to charge an additional 5% administrative fee for these services.

All Out-of-pocket charges will be sent directly to you for payment or, if you prefer, a separate expense retainer account can be established for you to hold funds in an escrow account for the purpose of paying these expenses.

Expert consultants and professional service providers may be contracted by the Firm on your behalf, but you will be responsible for paying their costs and expenses directly to them unless the Firm has a prior arrangement to bill on their behalf. These experts and consultants will bill you separately or broken out on your invoice from the Firm.

Payment

Please review our invoices when you receive them, so that any questions you may have are raised in a timely fashion.

Late Payments:

Payment is due ^{BK} *within 15 days of receipt or invoice date* ~~on receipt~~ and, except as expressly agreed to otherwise, is not contingent or depended on the outcome of the engagement, such as prevailing in a lawsuit or concluding a transaction. If an invoice remains unpaid after fifteen days, it shall accrue interest at a rate of 12% per annum (1% percent per month) on the unpaid balance from the date due. In addition, if an invoice remains unpaid after thirty days, a monthly charge of 3/10ths of one hour (at then current undiscounted usual and customary hourly rate) may be billed for the ongoing administration of the past due account related to account maintenance, postage, and ongoing collection efforts. Such amount will be added to the invoice.

Returned Checks:

For each and any check that is returned as unpayable, you will be invoiced an administrative fee of fifty dollars (\$50).

Past Due Account Administrative Fee:

For each billing cycle after which the first invoice becomes due, a twenty dollar (\$20) administrative fee may be invoiced by the Law Office to cover ongoing administrative expenses.

Right to Terminate Representation:

At all times, your attorney reserves the right to terminate work on any matter, and to withdraw from the representation on proper notice if payment in full is not received within fourteen days from the date of the invoice. If you have any special policies with respect information you want to have included in our invoices, please advise your attorney of that as soon as possible.