

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 97, SERIES 2015**

**A RESOLUTION RATIFYING A LETTER OF ENGAGEMENT WITH  
PORZAK BROWNING & BUSHONG LLP**

**WHEREAS**, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, the Town Council has determined that there is a need for specialized legal counsel dealing in water-related issues; and

**WHEREAS**, attached hereto as a letter of engagement with Porzak Browning & Bushong, LLP for said services; and

**WHEREAS**, since time was of the essence, the Town Manager has executed said letter of engagement and brings it to the Town Council for ratification; and

**WHEREAS**, the Town Council is familiar with the letter of engagement and finds it to be in the best interest of the Town, its residents, and the general public.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:**


**Section 1. Approval**

The Town Manager’s execution and approval of the letter of engagement with Porzak Browning & Bushong LLP is hereby ratified in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON DECEMBER 8, 2015.**

**TOWN OF TIMNATH, COLORADO**



  
\_\_\_\_\_  
Jill Grossman-Belisle, Mayor

**ATTEST:**



Milissa Peters, CMC

Town Clerk

**EXHIBIT A**

Letter of Engagement

# Porzak Browning & Bushong LLP

Attorneys • at • Law

2120 13th Street, Boulder, CO 80302

Gleason E. Porzak  
Michael F. Browning  
Steven J. Bushong  
Kristin Howae Moseley  
Kevin J. Kinnear

Karen L. Henderson  
William D. Wambacher  
Cori A. Hach

303 443-6800 Tel.  
303 443-6864 Fax.  
www.pbblaw.com

November 25, 2015

Ms. April D. Getchius  
Town Manager  
Town of Timnath  
800 Goodman Street  
Timnath CO, 80547

via email: : Agetchius@timnathgov.com

Re: Engagement Letter

Dear Ms. Getchius:

Thank you for the opportunity to represent the Town of Timnath in connection with various storm water agreement provisions with the Cache La Poudre Ditch Company and the investigation of water rights associated with the purchase of various properties from the City of Thornton. We understand that the engagement of our firm on these matters is at a price not to exceed \$25,000. We look forward to working with you on these matters, and will diligently pursue your interests. This is our standard engagement letter.

Steve Bushong and I will be the primary attorneys working on these matters. Our current and 2016 billing rates and the rates of the other lawyers in our firm are set forth on the attachment to this letter. When appropriate, we might enlist the assistance of these other attorneys in our office. Our rates typically change on the first of each calendar year. We bill in six-minute increments and prepare and send out detailed invoices during the first week of each month showing the work performed during the previous month on a day-by-day basis. We expect payment of the invoiced amounts no later than the last day of the month following the date when the invoice is received. Any amounts not so paid will bear interest at the rate of 1.5% per month until paid. Costs, expenses and fees are payable regardless of the outcome of any matter. In the event we are required to travel on your behalf, we will charge at our regular rates for travel time. This travel time will be subject to the above-referenced price cap.

We will undoubtedly incur some photocopying, postage, long distance calls, and other "out of pocket" expenses in connection with our work for you. All costs that we reasonably deem necessary in the rendition of legal services on your behalf would be at your expense (e.g. duplication of documents, filing fees, Federal Express charges, etc.). However, any unusual expenses (e.g., use of an independent expert or professional) would only be incurred after you have approved the same.

You agree that we may withdraw from this representation upon written notice being sent, if any bill is not paid within 30 days after mailing, if you refuse to follow our advice to an extent that we deem prejudicial to our continued relationship, or if you refuse to cooperate with us in our representation of any matter. Such withdrawal will be made only upon Court approval if it involves a litigation matter. We will retain all our documents, files, information, or work product until payment is made to the extent allowed by Colorado law. It is agreed that you will bear all costs of collection, including reasonable attorneys' fees, if payments are not made as agreed.

If the foregoing is agreeable, please indicate approval on the line provided on this letter, and return the executed letter to us.

We look forward to working with you on these matters. Please call with any questions.

Very truly yours,


PORZAK BROWNING & BUSHONG LLP

  
\_\_\_\_\_  
Glenn E. Porzak

cc: Robert G. Rogers

READ AND APPROVED this <sup>7th</sup> 30 day of November, 2015.

TOWN OF TIMNATH

By:   
\_\_\_\_\_  
April D. Getchius, Town Manager

**PORZAK BROWNING & BUSHONG LLP**

**2015/16 Billing Rates**

	<u>2015</u>	<u>2016</u>
Glenn Porzak	\$385	\$395
Mike Browning	\$350	\$360
Steve Bushong	\$290	\$300
Kristin Moseley	\$320	\$330
Kevin Kinnear	\$290	\$295
Karen Henderson	\$230	\$250
Bill Wombacher	\$215	\$235
Cori Hach	\$135	\$155