

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 19, SERIES 2013**

**A RESOLUTION APPROVING THE REPRESENTATION AGREEMENT WITH
KISSINGER & FELLMAN, P.C.**

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

WHEREAS, Council policy is that material agreements and other documents requiring formal Council approval should be approved by resolution; and

WHEREAS, a representation agreement with Kissinger & Fellman, P.C for professional services is attached hereto as Exhibit A.


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

Section 1. Repeal

The Town Council hereby approves the Agreement or Document and authorizes its execution by the Mayor, Manager, or other person authorized by Council adopted resolution or the Charter to sign Agreements or Documents.

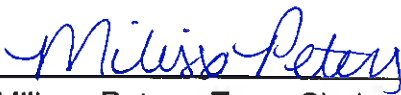
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JULY 9, 2013.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, Town Clerk



KISSINGER & FELLMAN, P.C.

ATTORNEYS AT LAW
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RICHARD P. KISSINGER
KENNETH S. FELLMAN
JONATHAN M. ABRAMSON
BOBBY G. RILEY
NANCY CORNISH RODGERS

PAUL D. GODEC
SPECIAL COUNSEL

ROBERT E. JAROS
1941 - 2002

REPRESENTATION AGREEMENT

Town of Timnath, Colorado ("Client"), hereby engages the law firm of Kissinger & Fellman, P.C., ("the Firm") to act as legal counsel in legal matters related to franchise agreement renewal negotiations with Xcel Energy, and any other matters as may be authorized by Client from time to time. Legal fees and costs will be billed in accordance with the Billing Policies of the Firm set forth in this Representation Agreement which are part of this agreement. It is understood and agreed that the firm's hourly rates may increase in the future.

BILLING POLICIES

Our regular hourly charges for professional services of each attorney in the firm are as follows:

Abramson	\$250 per hour	Riley	\$200 per hour
Fellman	\$225 per hour (<i>reduced from \$325 per hour</i>)	Rodgers	\$200 per hour
Godec	\$250 per hour	Paralegal/Legal Asst.	\$ 75 per hour
Kissinger	\$400 per hour	Law Clerk	\$ 75 per hour

There is an annual fee of \$100.00 for the Firm to act as registered agent for any entity.

Adjustments in the Firm's rates and charges do occur from time to time, and we endeavor to notify all our then active clients of any changes at the time they are to take place. Nonetheless we still encourage all client inquiries concerning the rates in effect at the beginning of each project and will provide an updated copy of these Billing Policies upon every request.

If there are services which can be performed by our law clerks or paralegals, this time will be charged at \$75 per hour. Billing will reflect all time expended on clients' matters, such as: office conferences, legal research, telephone calls, correspondence, travel time, drafting, court or hearing preparation and appearances, etc. Direct costs or expenses relating to clients' work (i.e., photocopies, postage, long distance telephone calls, mileage, parking, etc.) will be billed in addition to our hourly charges for professional services rendered.

Billing will normally be between the 20th and the last day of the month covering the services and expenses incurred prior to the 20th of the current month. On matters which are not ongoing, a final billing may be made at the conclusion of the matter.


Our terms are payment in full within 30 days of the date of billing. If payment is not received timely, services and expense advances may be discontinued by the firm until satisfactory arrangements can be made to reinstate any past due account. **Interest** shall accrue at the rate of 1.5% per month on all amounts overdue and unpaid. If collection efforts become necessary on any unpaid amounts, the client shall be responsible for costs and legal fees related thereto.

DOCUMENT/FILE RETENTION POLICY

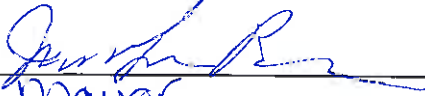
When our engagement in this matter ends, we will return to you at your request (preferably written) all materials/property you provided to us during the course of the representation. You agree that we have the right to make copies of all documents generated or received by us from any source during the course of our representation of you. When you request information from your file, the cost of transmitting original documents to you and/or the cost of providing you with copies of other documents will be charged to you. It is your responsibility to secure the return of any documents or property in the file. If arrangements are not made for the return of any documents in your file within seven (7) years following the conclusion of your matter, and there is otherwise no action on the file, the file may be destroyed. During the course of the representation, we may generate certain documents related to the matter that will be retained by us (as opposed to being sent to you) or destroyed. These documents include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and account records, and internal lawyers' work product (such as drafts, notes, internal memoranda, legal research, and factual research, including investigative reports prepared by or for the internal use of lawyers on the case or in the firm). For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials that belong to the law firm within a reasonable time after our final bill for the matter is sent to you.

KISSINGER & FELLMAN, P.C.
Attorneys at Law

TOWN OF TIMNATH, COLORADO

By: 

Kenneth S. Fellman
Vice President

By: 

Title: Mayer
Date: 07-09-13

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