

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. ~~H~~, SERIES 2016**

**A RESOLUTION APPROVING A SPECIAL CONDEMNATION COUNSEL
ENGAGEMENT LETTER WITH SPENCER FANE 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, attached hereto as Exhibit A is the Special Condemnation Counsel Engagement Letter between the Town of Timnath and Spencer Fane LLP (the “Agreement”); and

WHEREAS, the Town Council is familiar with the Agreement 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 Agreement is hereby approved 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.

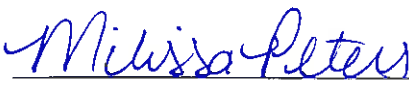
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON FEBRUARY 9, 2016.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, CMC
Town Clerk



EXHIBIT A
AGREEMENT



SpencerFane

JAMIE N. COTTER
DIRECT DIAL: 303.839.3826
jcotter@spencerfane.com

February 3, 2016

VIA ELECTRONIC MAIL

Town of Timnath
Town Council
4800 Goodman St.
Timnath, CO 80547
c/o Robert Rogers, Esq.
rrogers@wbapc.com

Re: Terms of Engagement

Dear Town Council:

We are pleased that you have asked our firm to represent the Town of Timnath (the "Town") as special counsel. We understand that we are to provide you with legal advice and services regarding the condemnation of property being undertaken by the Town with respect to property currently owned by J.R. Simplot Company.

Our services will be billed at the hourly rate of \$305.00 for Ms. Cotter, with lower applicable rates for associates and paralegals, as those amounts may be adjusted from year to year. Our current rates for associates range from \$200.00 - \$250.00 and our rates for paralegals range from \$125.00 - \$200.00. We will keep you apprised of our activities by means of itemized monthly statements.

Please note that this firm currently represents special district and other clients that are located in the Town. We have performed a conflict check and do not have any conflicts with the Town or J.R. Simplot Company. By agreeing to this representation and creating an attorney-client relationship between our firm and the Town, we want to clarify our expectation that this representation will not create a conflict with regard to our firm's representation of parties other than J.R. Simplot Company who may have future matters that are adverse to the Town. To the extent actual conflicts arise in the future, we will discuss those matters with you. If you disagree with this expectation or have any further concerns regarding conflicts please let me know.

For your information, we have enclosed a copy of our firm's Standard Terms of Engagement for Legal Services. These terms are an integral part of our agreement with you. Please contact us promptly if you have any questions about the Standard Terms or about this letter.

Thank you for giving us the opportunity to serve you. If this meets with your approval please sign below and return this Engagement Letter to me at your convenience.



Town of Timnath
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Very truly yours,

Jamie N. Cotter

Enclosure

Agreed to by the Town of Timnath:

By: Jill Grossman-Belisle

Its: Mayor

Date: 2/9/16



Standard Terms of Engagement for Legal Services

This statement sets forth the standard terms of our engagement as your lawyers.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited to our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that, for conflict of interest purposes, the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity. For example, if you are a corporation or partnership, our representation does not extend to any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships. If you are a trade association, our representation does not extend to any members of the trade association, unless such members undertake individual arrangements with us.

It is also our policy that, for conflict of interest purposes, the attorney-client relationship will be considered terminated upon our completion of the services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with particular skills or experience in a given area or for the purpose of providing services in the most efficient and timely basis.

How Fees Will Be Set

Our fees for legal services are customarily determined on the basis of an hourly rate. Each of our lawyers and legal assistants has an hourly rate, as determined by the firm's management, consistent with the experience, reputation, and abilities of the lawyers and legal assistants performing the services. The hourly rates of each of our lawyers and legal assistants are reviewed annually, and, if appropriate, are adjusted to reflect current levels of legal experience, reputation, ability, costs, and other factors. We will keep accurate records of the time we devote to your work.

Occasionally we are requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. When requested, we will attempt to furnish such an estimate, based upon our past experience and best professional judgment, but with an understanding that such an estimate is not a maximum or fixed-fee quotation.

For certain well-defined services (for example, a simple business incorporation), we may quote a flat fee and the scope of the services to be provided. It is our general policy not to accept representation on a flat-fee basis except in defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. Likewise, on rare occasions we may perform work on a contingency fee or other specially deferred fee relationship. In all such situations, the flat-fee or contingency fee arrangement will be expressed in a letter from us setting forth the terms and scope of the services to be provided, and your payment obligations.

Out-of-Pocket Expenses

Although substantial expenses incurred on a client's behalf will be sent to the client for direct payment, we often incur and pay on behalf of our clients a variety of smaller out-of-pocket costs arising in connection with legal services. These include charges made by government agencies and service vendors. Some typical costs are certain telephone charges; express delivery charges; printing and reproduction costs; filing fees; and travel expenses. We also charge for computerized legal research either at a rate equal to that charged by our vendor or based upon negotiated volume discounts. We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree that these costs will be paid on a regular basis.

Retainer and Trust Deposits

New clients of the firm are commonly asked to deposit a retainer with the firm. Two types of retainers are used most frequently. A monthly retainer is an amount billed and paid apart from the usual invoices for services rendered. Part or all of the retainer then is credited to the next invoice. A second type of retainer is a long-term deposit. Unless otherwise agreed, this retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services.

At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased. Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and

you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you. All trust deposits we receive from you will be placed in a trust account for your benefit. Unless special arrangements are made, interest earned on the trust account is paid to a charitable foundation established in accordance with court rules.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We are subject to the codes of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: conflict of interest with another client, misrepresentation or failure to disclose material facts, action contrary to our advice, and nonpayment of fees or costs. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, we shall provide the client written notice of our withdrawal.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally monthly, for both fees and disbursements. You agree to make payment within thirty days of receiving our statement. We will give you prompt notice if your account becomes delinquent. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and may pursue collection of your account.

Client Satisfaction

Our desire is to serve you and meet your legal needs. Client satisfaction is of utmost importance. You should feel free to discuss any aspect of our representation with the principal attorney or any other attorney with the firm. We welcome your input to ensure that our legal services meet your needs. We appreciate having the opportunity to be of service to you.