

**TOWN OF MEAD URBAN RENEWAL AUTHORITY
RESOLUTION NO. 5-URA-2016**

**A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH WHITE BEAR
ANKELE TANAKA & WALDRON FOR GENERAL COUNSEL SERVICES**

WHEREAS, the Board of Commissioners (the “Board”) of the Town of Mead Urban Renewal Authority (the “Authority”), pursuant to the provisions of the Colorado Revised Statutes, has the power to pass resolutions and enter into contracts and agreements; and

WHEREAS, attached hereto as Exhibit A is the Engagement Letter for General Counsel Services Between White Bear Ankele Tanaka & Waldron and the Authority (the “Agreement”); and

WHEREAS, the Board is familiar with the Agreement and finds it to be in the best interest of the Authority, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Mead Urban Renewal Authority, Weld County, Colorado, that:

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.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MEAD URBAN RENEWAL AUTHORITY, THIS 2nd DAY OF MAY, 2016.

ATTEST:

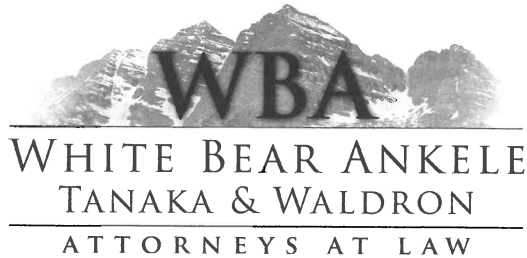
**TOWN OF MEAD URBAN RENEWAL
AUTHORITY**

Secretary

Chairperson

EXHIBIT A
AGREEMENT

GARY R. WHITE
KRISTEN D. BEAR
WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS



K. SEAN ALLEN
GEORGE M. ROWLEY
NEIL RUTLEDGE
ZACHARY P. WHITE
MEGAN L. TAGGART
MATTHEW T. ASHLEY
CASEY K. LEKAHAL
TRISHA K. HARRIS
HEATHER L. HARTUNG

May 2, 2016

Board of Commissioners
Town of Mead Urban Renewal Authority
Attn: Mike Segrest
PO Box 636
Mead, CO 80542

RE: Engagement of WHITE BEAR ANKELE TANAKA & WALDRON

Dear Directors:

We are pleased to confirm our engagement as general counsel to the Town of Mead Urban Renewal Authority (the "Authority"), which we have successfully organized pursuant to a previous engagement letter with the Town of Mead (the "Town"). This engagement letter provides the terms upon which WBA will provide legal services to the Authority and is intended to formalize our retention as general counsel, as required by the applicable Rules of Professional Conduct. This letter sets forth details of the engagement, including how we propose to staff the matter, billing arrangements and certain conflict of interest understandings. Additional information about WBA can be found at www.whitebearankele.com.

1. Personnel. It is currently anticipated that Robert G. Rogers will have primary responsibility for the legal services provided by WBA under this engagement, with assistance provided by other professional staff under his direct supervision. However, the work or parts of it may be performed by other lawyers in WBA. Such delegation may be for the purpose of involving lawyers with special expertise in a given area or for purposes of providing services on the most efficient, cost-effective and timely basis. We may use paralegals and/or other support staff as we believe to be necessary and effective in providing you with legal services.

2. Fees, Expenses and Retainer. Our fees for services rendered on the Authority's behalf will be based upon time charged using the hourly rates charged by each attorney or paralegal working on the matter. WBA's legal services are billed on an hourly basis, in increments of one-tenth of an hour, and are not contingent. Mr. Roger's current hourly rate is \$300.00 Hourly rates for others in WBA currently range from \$180.00 to \$450.00 (attorneys) and from \$105.00 to \$150.00 (paralegals). Hourly rates are revised each year to reflect the current cost for delivery of legal services and the fees charged for services under this engagement may change without notice. From time to time WBA prepares memoranda, agreements or other documents based upon current legislative, State and Federal law concerns that are the subject of common interest and benefit to our clients. WBA allocates the fees for this work on an equitable basis to clients who benefit from this legal work by WBA's personnel. If you do not wish to receive this information, please advise us accordingly. WBA contracts with other law firms for the performance of specialized services.

Board of Commissioners
Town of Mead Urban Renewal Authority
RE: Engagement of WHITE BEAR ANKELE TANAKA & WALDRON
May 2, 2016
Page 2 of 5

In the event that these services are rendered on behalf of the Client, the fees and costs associated with those services will be reflected on WBA's bill.

In addition to legal fees, WBA also charges for certain out-of-pocket costs incurred by us in representing you. Charges for long distance telephone calls (domestic only), conference calling services (domestic only), facsimiles (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff are covered by an administrative fee, currently equal to 2.5% of the legal fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other expenses, such as filing and recording fees, computer-assisted research fees, mileage, delivery service fees, travel, meals or hotel accommodation charges, those will be billed separately. These costs are subject to the same payment terms as legal fees and are your responsibility. WBA's policy is to advance or incur expenses on a discretionary basis up to \$1,000.00, subject to your reimbursement of them in the next bill. If an expense will exceed that amount, we will ask you to pay it directly to us in advance or have you contract directly with the vendor. WBA will not require the payment of a retainer at this time, but we reserve the right to require a retainer if deemed necessary by WBA or if you fail to timely pay invoices.

3. Billing. Generally, invoices for fees and expenses will be submitted to you monthly and are due upon receipt. If an invoice remains unpaid after thirty (30) days, we will consider it in default and you agree that we may charge a late fee on all amounts due and owing at the rate of one percent (1%) compounded monthly. By signature below, you agree to pay all fees, costs and expenses billed by WBA for the legal services. If payments as described above are not paid on a timely basis, WBA may withdraw from the representation in accordance with the Rules of Professional Conduct. In the event that WBA is compelled to resort to collection of your account, which may or may not include litigation, you agree that your obligations to WBA shall include payment of all costs and expenses of such collection efforts, including court fees and costs, attorneys' fees and out-of-pocket expenses.

4. Attorney-Client Relationship. In performing our services as general counsel to the Authority, the Authority will be our client. We will represent the interests of the Authority, acting through its duly authorized management, rather than the Board of Commissioners, the Board's individual members or the Authority's employees. Nothing in this engagement agreement and nothing in our statements to you will be construed as a guarantee or promise about the outcome of any matter which WBA may handle on your behalf. Our comments about the outcome of your matters or any phase thereof are expressions of opinion only. Further, neither WBA nor any of its attorneys or employees shall be employed, retained, or otherwise categorized as a "municipal advisor" to the Authority as such term is defined in the 15 U.S.C. 78o-4(e)(4)(c), as amended by the Dodd/Frank Act (the "Act"), or any rules promulgated by the Securities and Exchange Commission under the Act. Any comments or advice provided by WBA or its attorneys regarding the issuance of securities by the Authority shall be solely of a "traditional legal nature", as permitted under the Act. Throughout the attorney-client relationship, the Authority consents to the use of the Authority's name and public information relating to the Authority's transactions on WBA's website or in other marketing materials.

5. Conflicts of Interest.

We have performed an internal review for potential conflicts of interest based upon information you have provided to us. Although we are not aware of a conflict of interest based on our prior representation of the Town in the formation of the Authority, we feel that it is important to disclose that prior engagement to you.

WBA represents many other local governments and municipal clients that may be viewed as competing with the Authority. Simultaneous representation in unrelated matters of clients whose interests are only economically adverse, such as representation of competing economic enterprises in unrelated litigation, does not ordinarily constitute a conflict of interest that requires consent of the respective clients.

6. Document Retention. WBA maintains its client files electronically and ordinarily does not keep separate paper files. We will scan documents you or others send to us related to your work to our electronic file and will ordinarily maintain the electronic version throughout the term of our engagement or, in some instances, while a particular matter or project is pending. Unless you instruct us otherwise, with limited exceptions for certain documents such as original real property deeds and promissory notes, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. Following the conclusion of our services, we will return the Authority's files to the Authority upon request, unless WBA has not received payment of all outstanding fees and costs, in which case WBA reserves the right to withhold them until payment is made. Otherwise, no sooner than thirty (30) days after the conclusion of our services, we may destroy the files. Please note that if WBA is designated as the public records custodian for the Authority pursuant to §§24-72-202, *et seq.*, C.R.S., WBA will maintain all public records in accordance with any duly approved and adopted retention and destruction policy of the Authority and the Colorado State Archives or similar regulatory body.

7. Termination. You will have the right to terminate our representation at any time. Whether you terminate the representation or we terminate the representation for reasons set forth in the Rules of Professional Conduct, including nonpayment of legal fees and expenses, all fees incurred for services rendered through the date of termination, as well as all costs and expenses incurred by us on your behalf, must be paid within ten days of receipt of our final statement. We reserve the right to charge for any extraordinary work required in connection with the orderly transition of pending matters to new counsel. Upon conclusion of our services, whether due to termination or completion of the work, we will not thereafter be responsible for legal matters for which our services have not been specifically requested and we have agreed to perform in writing.

8. Arbitration of Disputes. If a dispute arises regarding our services or fees, any fee dispute will be decided by the Colorado Bar Association Legal Fee Arbitration Committee in Denver, Colorado. There is no charge for the dispute resolution services provided by the Legal Fee Arbitration Committee and each party will pay its own costs and expenses. If, either in addition to

Board of Commissioners
Town of Mead Urban Renewal Authority
RE: Engagement of WHITE BEAR ANKELE TANAKA & WALDRON
May 2, 2016
Page 4 of 5

a pending fee dispute or in the absence of one, any other dispute or claim of any type or nature arises with respect to services rendered pursuant to this engagement agreement, including, without limitation, a claim for legal malpractice, it will be decided by the Judicial Arbitrator Group in Denver, Colorado by a single arbitrator to be mutually agreed to by the parties. Each party will be responsible for paying one half of all fees and expenses charged by the arbitrator. The parties recognize that by agreeing to arbitration as the method for dispute resolution, they relinquish the right to bring an action in court and waive the right to a jury trial and the extensive discovery rights typically permitted in judicial proceedings.

9. Employment Eligibility. WBA hereby states that it does not knowingly employ or contract with an illegal alien, and that WBA has participated in or has attempted to participate in the E-Verify program pursuant to §§8-17.5-101, *et seq.*, C.R.S., in order to verify that it does not employ any illegal aliens.

If you are in agreement with the foregoing terms of this engagement and it meets your understanding of the professional relationship we have established, please have an authorized representative of the Authority sign and return a copy of this letter to our office at your earliest convenience. By signing below, you acknowledge that you have been given the opportunity to discuss this engagement letter with another attorney or any other person of your choosing.

We look forward to working with you and will commit the necessary resources of WBA to meet your needs. Our efforts will always be to ensure that our relationship is based on open and honest communication regarding these matters. If at any time you have questions concerning our representation, please feel free to contact us immediately.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



Robert G. Rogers

RGR:nsp

APPROVED, ACCEPTED AND AGREED TO BY:
Town of Mead Urban Renewal Authority

Signature

Board of Commissioners
Town of Mead Urban Renewal Authority
RE: Engagement of WHITE BEAR ANKELE TANAKA & WALDRON
May 2, 2016
Page 5 of 5

Printed Name: _____
Position: _____
Date: _____