



**Board of Trustees
Regular Meeting Agenda
Fraser Town Hall, 153 Fraser Avenue and Virtually
Wednesday August 4, 2021
6:00 PM- 9:00 PM**

**Members of the Board may have dinner together @ 5:30 p.m.
NOTE: Times are approximate and agenda subject to change**

Watch the meeting live on Fraser's YouTube Channel

<https://www.youtube.com/channel/UCs5aHnl7d-kk0j1cxV28DSg>

**Participate in the meeting through our virtual platform
Zoom Meeting Information**

<https://us02web.zoom.us/j/2590408013>

**Meeting ID:259 040 8013
Phone 1-346-248-7799**

1. **6:00 P.M. Roll Call**
2. **Approval Of Agenda**
3. **Consent Agenda**
 - a. Minutes July 21, 2021

Documents:

[TBM 2021-07-21.Pdf](#)
[Sign In Sheet July 21, 2021.Pdf](#)

4. **Executive Session**

For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) and For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e). Regarding Conservation Easement

5. **Executive Session**

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e). To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a). Property Acquisition

6. **Executive Session**

For discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) (l) and not involving any specific employees who have requested discussion of the matter in open session. Town Manager Performance

7. **Discussion And Possible Action Regarding**

- a. Open For Business/ American Rescue Act
- b. Livestock

Documents:

[Aug 4 2021 Livestock Discussion Staff Memo.pdf](#)

- c. Remote Meeting Policy

- c.i. Remote Meeting Participation Policy By Town Public Bodies

Documents:

[Remote Meeting Participation Policy By Town Public Bodies.pdf](#)

- c.ii. Remote Meeting Participation Policy By The Public

Documents:

[Remote Meeting Participation Policy By The Public.pdf](#)

- d. Resolution 2021-08-01 Letter Of Agreement For Legal Services, Whitmer Law Firm, LLC

Documents:

[Resolution 2021-08-01 Letter Of Agreement For Legal Services.pdf](#)
[ENGAGEMENT AGREEMENT \(Fraser 7.19.21\).Pdf](#)

8. **Open Forum**

- a) Business not on the agenda
(If you would like to request time on the agenda please contact the Town Clerk, Antoinette McVeigh at 970-726-5491 ext. 201)

9. **Updates**

- a. Broadband Update - Michael

10. **Adjourn**

**UPCOMING MEETING
WEDNESDAY AUGUST 18, 2021 BOARD OF TRUSTEES**

<u>Board</u>	<u>Staff</u>
<u>Direct</u> : Define the service, product or value to be delivered	<u>Lead</u> : Future focused planning
<u>Protect</u> : Establish the operational boundaries to be respected by Staff and monitored by the Board	<u>Manage</u> : Now focused policy and procedural guidance to ensure on time, on budget, and on target service delivery
<u>Enable</u> : Advocacy, resource development, and role discipline	<u>Accomplish</u> : Ensure the work defined by the direction of the Board of Trustees is accomplished

**FRASER BOARD OF TRUSTEES
MINUTES**

- DATE:** July 21, 2021
- MEETING:** Board of Trustees Regular Meeting
- PLACE:** Fraser Town Hall Board Room and Virtually
- PRESENT**
Board: Mayor Philip Vandernail; Mayor Pro-Tem Eileen Waldow; Trustees; Andy Miller, Brian Cerkvenik, Katie Soles, Parnell Quinn and Kaydee Fisher
- Staff:** Town Manager, Ed Cannon; Town Clerk, Antoinette McVeigh; Marketing and Economic Development Manager, Sarah Wieck; Public Works Director, Russell Pennington; Town Planner, Catherine Trotter; Finance Manager, Beth Williams, Chief of Police Glen Trainor
- Others:** See attached list

Mayor Vandernail called the meeting to order at 6:00 p.m.

1. **Rollcall:** Mayor Philip Vandernail; Mayor Pro-Tem Eileen Waldow; Trustees; Andy Miller, Brian Cerkvenik, Katie Soles, Parnell Quinn and Kaydee Fisher
2. **Approval of Agenda:**
Trustee Cerkvenik moved, and Trustee Soles seconded the **motion** to approve the agenda. **Motion carried: 7-0.**
3. **Consent Agenda:**
a) Minutes July 7, 2021

Trustee Miller moved, and Trustee Soles seconded the **motion** to approve the consent agenda. **Motion carried: 7-0.**
4. **Executive Session:**
For a conference with the Water Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e), regarding Water Maser Plan and GWUDI. Including Town Attorney Rod McGowan, Water Attorney Chris Thorne, HRS Water Consultant Mark Palumbo and Steve Barrett, Town Manager Ed Cannon, Town Clerk Antoinette McVeigh, Marketing and Communication Director Sarah Wieck, Public Works Director Russell Pennington, Water and Wastewater Superintendent Adam Cwiklin, Finance Manager Beth Williams

Trustee Miller moved, and Trustee Soles seconded the **motion** to open the Executive Session. **Motion carried: 7-0.**

Trustee Soles moved, and Trustee Miller seconded the **motion** to close the Executive Session. **Motion carried: 7-0.**

Attorney's Opinion Required by C.R.S. 24-6-402(2)(d.5)(II)(B). As the attorney representing the Town of Fraser, I am of the opinion that the entire executive session, which was not recorded, constituted a privileged attorney-client communication.

Chris Thorne, Water Attorney

5. Executive Session:

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e). To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a). Property Acquisition Including Town Attorney Rod McGowan, Town Manager Ed Cannon, Town Clerk Antoinette McVeigh, Marketing and Communication Director Sarah Wieck, Finance Manager Beth Williams, Winter Park Mayor Nick Kutrumbos, Winter Park Assistant Town Manager Alisha Janes

Trustee Cerkvenik moved, and Trustee Miller seconded the **motion** to open the Executive Session. **Motion carried: 7-0.**

Trustee Miller moved, and Trustee Cerkvenik seconded the **motion** to close the Executive Session. **Motion carried: 7-0.**

6. Discussion and Possible Action Regarding:

a) Resolution 2021-07-03 ClearGov Budget Book

Trustee Miller moved, and Trustee Quinn seconded the **motion** to approve Resolution 2021-07-03 ClearGov Budget Book. **Motion carried: 7-0.**

b) Headwaters Trail Alliance Children's Bike Park

Trustee Miller moved, and Trustee Soles seconded the **motion** to give support for a Bike Park at the Headwater Trails Alliance Building. **Motion carried 7-0.**

7. Executive Session:

For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) and For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e). Regarding Conservation Easement Including Town Attorney Rod McGowan, Attorney Kent Whitmer, Town Manager Ed Cannon, Town Clerk Antoinette McVeigh, Marketing and Communications Director Sarah Wieck, Town Planner Catherine Trotter

Trustee Fisher moved, and Trustee Soles seconded the **motion** to open the Executive Session. **Motion carried: 7-0.**

Trustee Soles moved, and Trustee Cerkvenik seconded the **motion** to close the Executive Session. **Motion carried: 7-0.**

8. Discussion and Possible Action Regarding:

a) Resolution 2021-07-02 Default of Amended and Restated Annexation Agreement

Trustee Miller moved, and Trustee Soles seconded the **motion** to approve Resolution 2021-07-02 Default of Amended and Restated Annexation Agreement **Motion carried: 6-1, Nay Quinn.**

9. Open Forum:

a) Clark Lipscomb of Cornerstone and Scott Albertson Representative of Cornerstone spoke.

10. Updates

a. Mayor Vandernail presented a Thank You card from KFFR for the town's support and a poster from Grand Kids Learning Center for the town's support.

11. Adjourn:

Trustee Soles moved, and Trustee Miller seconded the **motion** to adjourn. **Motion carried: 7-0.** Meeting adjourned at 9:02 p.m.

Antoinette McVeigh, Town Clerk



**TOWN BOARD REGULAR MEETING
REGISTRATION SHEET
JULY 21, 2021**

The Public Forum is an opportunity for the public to present their concerns and recommendations regarding Town Government issues to the Town Board. Those wishing to address the Town Board will be allowed a five-minute presentation. A maximum of six (6) people will be allowed to address the Town Board at each Public Forum. If a topic that you wish to discuss has been scheduled for a formal Town Board Meeting, we would ask that you reserve your remarks for that specific date and time. Topics that are in litigation with the Town will not be heard during this forum. All presenters are urged to: (1) state the concern; and (2) list possible solutions. Please keep the following guidelines in mind:

- Remarks that discriminate against anyone or adversely reflect upon the race, color, ancestry, religious creed, national origin, political affiliation, disability, sex, or marital status of any person are *out of order* and may end the speaker's privilege to address the Board.
- Defamatory or abusive remarks or profanity are *out of order* and will not be tolerated.

Anyone attending Town Board meetings must sign in to ensure accurate records and minutes. Sign your name, address, and email on the sign in sheet. Thank you for your cooperation.

NAME	PHYSICAL ADDRESS	EMAIL
STEWART MCNEIL	136 CR 8317	smcneil@cs-kf.com
CRAY HEALY	51 CR 504	fhealy@hilton-williamson.com



MEMO TO: Mayor Vandernail and the Board of Trustees
FROM: Ed Cannon, Town Manager
DATE: August 4, 2021
SUBJECT: Livestock operations and keeping of fowl

MATTER BEFORE BOARD:

Discussion on livestock operations and keeping fowl within Town limits.

BACKGROUND:

Fraser Municipal Code provides the following guidance:

§19-2-350. - Unlisted uses.

(a) Uses not listed in a zone district are prohibited except that such uses may be approved by the Town Staff provided such uses are found to be similar to a permitted use. The following uses are expressly prohibited in any zoning district or Planned Development:

- (1) Mineral extraction and processing operations.
- (2) Salvage yards of any variety.
- (3) Rendering plants and operations.
- (4) Livestock operations, excluding small horse or cattle boarding lots, or pastures currently located within the Town.
- (5) Chemical manufacturing or storage.
- (6) Hazardous waste operations.
- (7) Mechanical, domestic or industrial wastewater treatment facilities.

(b) Any person aggrieved by a decision of the Town Staff pursuant to this Section may appeal that decision to the Planning Commission.

(Ord. 452 §1(Exh. A), 2018)

§ 7-6-185. - Keeping of fowl.

Property owners may keep fowl within Town limits provided the following conditions are met:

- (1) Roosters and male turkeys are prohibited.
- (2) No more than twelve (12) fowl may be kept on any property at any time.
- (3) Fowl must be kept on the property and fencing must be provided to prevent fowl from leaving the property.
- (4) The property must be maintained in a sanitary condition and all waste disposed of properly.

(Ord. 431, § 1, 3-16-2016)

Cattle: As identified in the Town Code, livestock operations are prohibited, but this prohibition excludes “*small horse or cattle boarding lots, or pastures currently located within the Town.*” The question is whether Cozens Meadow qualifies as a pasture currently located within the Town. The definition of a meadow is “a piece of grassland, especially one used for hay”, while pasture is defined as “land covered with grass and other low plants suitable for grazing animals, especially cattle or sheep”. Additionally, the 2003 and 2005 PDD does not mention areas for livestock operations; however, the Grand County Assessor office shows Cozens Meadow as Agricultural Land.

Clarity is needed from the Town Attorney as to whether Cozens Meadow is considered a pasture currently located within the Town, and therefore suitable for livestock operations. If not, then notice should be sent to Grand Park Development to remove the cattle.

Fowl: Staff is unaware of issues involving the keeping of fowl within the Town Limits.

ALTERNATIVES:

1. Prohibit (or allow) cattle in Cozens Meadow under §19-2-350(a)(4)
2. Address cattle and livestock operations in Cozens Meadow under the Conservation Easement.

RECOMMENDATION:

Due to the historic use of Cozens Meadows and the County’s assessment of Cozens Meadow as Agricultural Land, Staff recommends addressing livestock operation under the proposed Conservation Easement.



Remote Meeting Participation Policy, Town of Fraser Public Bodies

I. Purpose.

Establish a policy for remote participation in any public meetings of the Town of Fraser Public Bodies.

II. Issue.

1. Remote participation has inherent limitations because this effectively precludes an elected/appointed official from viewing documentary information presented during meetings, from fully evaluating a speaker's non-verbal language in assessing veracity or credibility, and from observing non-verbal explanations (e.g., pointing at graphs and charts) during a speaker's presentation or testimony. The public body finds that these limitations inherent in remote participation may produce inefficiencies in meetings and may undermine the decision-making process, particularly in quasi-judicial matters. Personal attendance is important for good decision-making process. Remote participation is intended to be an infrequent or occasional substitution for physical attendance.

III. Statement of Policy.

1. Remote participation must be conducted in an uninterrupted, safe and two-way communication environment for the participating elected/appointed officials, attorney, special counsel or presenters.
2. An elected/appointed official may neither participate nor vote remotely in a quasi-judicial public hearing.
3. Elected/appointed officials must be physically present to establish a quorum.
4. Remote participation shall constitute actual attendance for purposes of compensation.
5. The Town shall provide reasonable accommodation and shall waive or modify provisions of this Policy to provide disabled elected/appointed officials full and equal access to meetings.
6. The Mayor or Town Manager may suspend these policies due to emergency conditions.

IV. Repeated Use of Remote Participation.

1. The public body may, by majority vote of a quorum present, declare an elected/appointed official's repeated use of remote participation excessive and deny them privilege to use remote participation for a specific meeting or meetings. Such declaration by public body shall only be made when the member seeking to participate remotely is afforded advance notice and the opportunity to

participate in the public body's discussion regarding excessive use and the continuation of remote participation. Provided that the elected/appointed official is provided notice of the date and time of the planned public body's discussion, the member's inability to be available to participate in the discussion shall not preclude the public body's authority to discuss and decide whether such elected/appointed official's use of remote participation is excessive.

V. Arranging for Remote Participation.

1. Contact the Town Clerk and Town Manager to arrange for remote participation prior to posting date of any meeting agenda to help ensure a quorum will be established. In an emergency situation, remote participation may be possible pending a quorum.



Public Meeting Participation Policy

I. Statement.

Public engagement or comment will not be allowed remotely.

II. Purpose.

Establish a policy for remote participation of the public at the Town Board and Commission meetings.

II. Definition.

Public participation can be described as a deliberative process by which interested or affected citizens, are involved in policy-making before a political decision is taken.

Public participation contributes to better decisions because decision-makers have more complete information – in the form of additional facts, values, and perspectives obtained through public input – to bring to bear on the decision process.

III. Issue.

Remote participation has inherent limitations because it precludes the elected/appointed official from fully evaluating a speaker's non-verbal language in assessing veracity or credibility.

Managing the public on a virtual platform creates challenges such as no sign in sheets for attendance, longer time needed to allow for public comment, unanticipated technological challenges, and lack of transparency.

The public should not comment in a quasi-judicial public hearing virtually. With no sign in sheet nor physical attendance the public hearing could be deemed unfair.

IV. Solution.

In an effort to promote transparency, the Town has established a YouTube Channel to broadcast public meetings that are conducted at Fraser Town Hall for the Fraser Town Board and Commissions. This creates a way for the public to listen to these meetings live or at another time. This fosters transparency on discussions and decisions. Due to the challenges and limitations of the public commenting virtually they will be required to attend in person to comment.

If an unforeseen circumstance occurs that does not allow a person to attend in person that under normal circumstances would, can ask the Mayor, Chair or Town Manager permission to speak remotely.

The Mayor or Town Manager may suspend these policies due to emergency conditions.

**TOWN OF FRASER
RESOLUTION 2021-08-01**

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE LETTER AGREEMENT FOR
LEGAL SERVICES WITH THE WHITMER LAW FIRM, LLC.

BE IT HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FRASER,
COLORADO THAT:

1. The Mayor is hereby authorized to execute the attached Letter Agreement for Legal Services with The Whitmer Law Firm, LLC

READ, PASSED ON ROLL CALL VOTE, AND ADOPTED BY THE BOARD OF TRUSTEES
THIS _____ DAY OF _____ 2021.

Votes in favor: _____
Votes opposed: _____
Absent: _____
Abstained: _____

BOARD TRUSTEES OF THE
TOWN OF FRASER, COLORADO

BY: _____
Philip Vandernail, Mayor

(S E A L)

ATTEST:

Antoinette McVeigh, Town Clerk



THE WHITMER LAW FIRM, LLC

◆ www.whitmerlawfirm.com ◆

Physical: 63331 U.S. Hwy. 40, Granby CO 80446
Mailing: P.O. Box 38, Hot Sulphur Springs, CO 80451
Phone 970.725.3460

Kent H. Whitmer (Kent@whitmerlawfirm.com)‡
Sean C. Lemieux (Sean@whitmerlawfirm.com)◇

William G. Berry (Will@whitmerlawfirm.com)†
Kaitlin Randall (Katie@whitmerlawfirm.com)◇

Stanley W. Cazier (WLFAdmin@whitmerlawfirm.com)◇
OF COUNSEL

July 20, 2021

Sent Via Email to: ecannon@town.fraser.co.us

Re: Letter Agreement for Legal Services

Dear Board of Trustees:

This letter outlines our understanding of the scope of work and the fees that will be charged in connection with our representation of your interests. These arrangements are intended to take effect when Rod McGowan retires and Kent Whitmer is appointed as Town Attorney, which is anticipated to occur on or about October 1, 2021. They will also apply to any work we perform for the Town during the interim period up until that time.

1. **LEGAL SERVICES INCLUDED.** The scope of our services will include and be limited to providing general counsel representation to the Town of Fraser, which shall cover the following practice areas:
 - a. advising the Board of Trustees and staff;
 - b. contract drafting and review;
 - c. land use and subdivision review;
 - d. zoning and enforcement thereof;
 - e. code review and enforcement;
 - f. employment law; and
 - g. litigation, as directed by client.

2. **OBLIGATIONS OF ATTORNEY AND CLIENT.** We will adequately perform the legal services outlined above, while updating you on any and all changes during our representation, and will respond to your inquiries or other communications without undue delay. You agree to be honest and to cooperate with us, keeping us abreast of new developments or changes that could affect your matter or case, particularly any changes in your address, telephone number and/or how to reach you. Our typical method of communication with you will be by

email or telephone. If you have an email address but do not use it on a regular basis we encourage you to check your account frequently. You also agree to make any and all payments in accordance with this letter agreement on or before the date due.

3. FEES, COSTS AND BILLING. It is understood that our billing rates for each staff member are as follows:

Kent Whitmer	\$245/hour
Will Berry	\$245/hour
Sean Lemieux	\$245/hour
Katie Randall	\$180/hour
Legal Assistant	\$140/hour

for services rendered, plus reimbursable expenses incurred at their actual cost (e.g. mailing costs, filing fees, and copy charges). Hourly rates are charged in increments of tenths (.1) of an hour, and will increase annually in accordance with a local CPI index. If travel is necessary, one-half our hourly rate will be billed for time on the road, plus mileage at the IRS allowed reimbursement rate. Statements will be sent once a month reflecting the amounts owed for services rendered over the course of the prior billing period, plus any prior outstanding balances due. Statements are to be paid in full within 15 days after the statement has been mailed or emailed. Interest shall accrue on any outstanding and unpaid balance at the rate of eighteen percent (18%) per year. If it becomes necessary to file suit to collect any past due amounts, we will be entitled to recover attorney's fees for time spent on collection and costs.

4. CLIENT'S PROPERTY. Your legal file and the documents therein, are your property. We shall retain your legal file during the period we represent your interests. Upon completion of our representation, we will, at your request, release to you your file and any of your other property in our possession. If you do not request release at the conclusion of the representation, we will retain your property for a total of six years before disposing of such property.

5. CONFLICTS OF INTEREST. You are hereby informed that the Colorado Rules of Professional Conduct require that before we may commence or continue representation of your interests, we must disclose any actual or potential conflict of interest between yourself and another person or entity represented by this firm. If an actual or potential conflict of interest exists, we may not represent you without your written consent concerning the conflict. In this regard, there are several clients we have represented in the past or are currently representing that are either located in the Town of Fraser or have current or past dealings with the Town, to wit:

- a. **Riverview Condominiums (Ted Carney).** We have assisted with the subdivision process for Ted. Our understanding, though, is that this subdivision is close to being completed and recorded. As such, it does not appear at this time

that this representation will still be in effect when the current Town Attorney Rod McGowan completely retires on October 1, 2021. However, in the event that the Riverview Condominiums subdivision process is not completed by the time Rod retires, there is the potential for a conflict.

- b. **Gold Medal Ranches, LLC (Norm Carpenter).** Gold Medal Ranches, LLC owns the west half of Byers Peak Ranch. The Town of Fraser has a water diversion structure on St. Louis Creek and an easement for a water line on this property. While it does not appear that there is presently a conflict due to the easement and improvements the Town possesses on the Gold Medal Ranches property, the easement contains provisions that define the rights and responsibilities of the parties, which, as with any agreement, has the potential for interpretation and disagreement.
- c. **Grand County Water and Sanitation District #1 (GCWSD).** We took over the representation of this district with the retirement of Stan Cazier several years ago. This client is mentioned as a potential conflict because the Town of Frazier and GCWSD are part of the JFOC agreement in connection with the waste water treatment plant. It is also mentioned because this district is currently prosecuting a water augmentation plan through water court and the Town of Fraser is participating in that case as an opposer. The fact that GCWSD and the Town of Fraser are parties to the JFOC does not necessarily create a present conflict, but in the event that the parties ever disagreed on its interpretation or wished to renegotiate the JFOC, there is the potential for a conflict. The current water court proceeding *does* present a present conflict, however, attorney David Bailey is handling that water court proceeding for GCWSD, so it is more of an indirect conflict.
- d. **Winter Park Water and Sanitation District (WPWSD).** We also took over representation of this district with the retirement of Stan Cazier. WPWSD is also currently prosecuting a water augmentation plan through water court and the Town of Fraser is also participating in that case as an opposer, just as it is in the GCWSD water case. However, unlike the GCWSD water case, we are the firm prosecuting this case through water court. Thus, there is a direct conflict present in this instance. Nevertheless, the conflict is probably softened by the fact that the Town of Fraser has separate water counsel handling this matter on its behalf.

We encourage you to discuss the actual conflicts and potential conflicts disclosed above with Rod McGowan. Should you agree to engage our firm, you agree that these conflicts have been disclosed, that you have had an opportunity to discuss the ramifications of each with Rod, and that you nevertheless waive these potential or actual conflicts. You also acknowledge that should any of the above-mentioned conflicts ever become adversarial, that it may be necessary

to withdraw our representation of the Town, or, alternatively, for the Town to engage other counsel for these conflict situations.

6. SETTLEMENT. If legal services rendered pertain to a claim, suit, litigation or other similar action, we shall notify you of any offer received by us. We will not accept any offer to settle without first obtaining your approval. You shall have the unequivocal right to accept or reject any such settlement offer.

7. ATTORNEY'S LIEN. We shall have a lien for attorney's fees and/or costs advanced on behalf of our representation of your interests under this letter, and on all funds obtained by judgment, settlement, or arbitration award payable to you.

8. DISCHARGE OF ATTORNEY. You may, at any time, discharge us for any reason whatsoever by written notice, which shall become effective upon our receipt. Upon such receipt, we shall cease to provide all legal services to you, unless otherwise agreed upon. If required to notice a court of our discharge, you shall execute and return a substitution of attorney form immediately on its receipt. You acknowledge that following termination, you shall be obligated to pay for all attorney's fees and costs owed to us as required under this letter agreement.

9. WITHDRAWAL OF ATTORNEY. We may, for any reason, withdraw as your attorneys of record at any time in accordance with the Colorado Rules of Professional Conduct. In such event, you shall be obligated to pay all attorney's fees and costs owed to us as required under this agreement.

10. DISCLAIMER. You acknowledge that we have made no guarantee regarding the outcome or success stemming from our representation of your interests. You understand that we do not have or hold any power to guarantee any certain outcome in your favor.

11. TAX AND SECURITIES LAW ADVICE. Please be aware that we are not tax attorneys and do not give tax advice. Regardless of the nature of any legal matters that we may be handling on your behalf, specifically including and without limitation litigation matters, you should always contact your own tax attorney, accountant or other tax consultant regarding tax implications for you of any transaction, agreement, settlement or other action, and we strongly encourage you to do so. Further, if we are assisting you with the formation of any legal entity, please be aware that we are not advising you with regard to compliance with state or federal securities law, and you may require the advice of a securities law specialist in connection with such matters.

12. ENTIRE AGREEMENT. This letter agreement is complete in its entirety between you and us. This letter agreement supersedes all other verbal or written agreements made prior to or concurrent with this Agreement.

13. SEVERABILITY. In the event any portion of this letter agreement shall be held to be unenforceable, in whole or in part, the remaining valid provisions shall remain effective and enforceable between the parties.

14. MODIFICATIONS. This letter agreement may be modified only by the execution of a written agreement signed by all the parties hereto. You understand and acknowledge that if you desire any additional legal services that have not been included in this letter, a separate letter agreement will be necessary.

15. ARBITRATION OF FEE DISPUTE. In the event of a dispute pertaining to fees and costs charged, such dispute shall be resolved by binding arbitration.

16. ARBITRATION OF MALPRACTICE. In the event a dispute arises between us regarding any alleged malpractice, such dispute shall be resolved by binding arbitration.

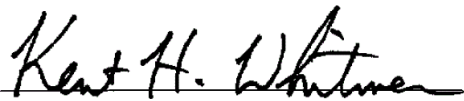
17. PRIVACY POLICY. All information we receive from you is held in confidence and is not released to any person or entity outside of this law firm, except as agreed to by you, or as required under an applicable law or court order. We maintain physical and procedural safeguards to protect your personal nonpublic information. However, if you choose to communicate by e-mail, we cannot guarantee that such communications will remain confidential. Therefore, we recommend that sensitive information not be transmitted to us electronically.

If the above terms are acceptable, please indicate your consent and approval by signing below and returning an original signed copy of this letter to us.

We look forward to working with you and thank you for the opportunity to represent your interests.

Sincerely,

THE WHITMER LAW FIRM, LLC

By: 

Kent H. Whitmer
Managing Member

CONSENT AND APPROVAL

The undersigned agrees to the terms and conditions of the above Letter Agreement for Legal Services, dated July 20, 2021.

Signed:

TOWN OF FRASER

By: _____
Philip Vandernail, Mayor

MAILING ADDRESS: P.O. Box 370
Fraser, CO 80442

PHYSICAL ADDRESS: 153 Fraser Avenue
Fraser, CO 80442

PHONE NUMBER: 970-726-5491 (office)