



FIRESTONE URBAN RENEWAL AUTHORITY

REGULAR MEETING AGENDA

November 14, 2018

7:00 PM

151 Grant Avenue

Firestone, CO 80520

- 1. Call to Order & Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment *** (maximum time permitted for all Public Comment is 30 minutes)
- 4. Consent Agenda**
 - 4.a.** Approval of the October 10, 2018 Minutes
- 5. Discussion/Action**
 - 5.a.** Approval of the Proposal and Engagement Agreement for Legal Services with Brownstein Hyatt Farber Schreck, LLP
- 6. Adjournment**

* Individuals that desire to address the Cultural Committee are requested to sign up at the table at the entrance to the meeting room. Each individual will be provided an opportunity to speak (limited to two minutes) during Public Comment. Maximum time permitted for all Public Comment is 30 minutes for each Public Comment noted on Agenda.

If you need special assistance in order to participate in a Cultural Committee meeting, please contact the Town Manager's Office at 303-833-3291 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

TOWN OF FIRESTONE, COLORADO
Firestone Urban Renewal Authority
October 10 2018

1. CALL TO ORDER & ROLL CALL

The Firestone Urban Renewal Authority met in regular session on October 10, 2018, at the Town Hall, 151 Grant Avenue, Firestone, Colorado. Chairperson Meiring called the meeting to order at 7:00 p.m.

The following were present upon the call of the roll:

Chairperson: Samantha Meiring
Vice Chairperson: George Heath
Commissioners: Don Conyac – absent - excused
Drew Peterson – absent – excused
Doug Sharp
Bobbi Sindelar
Frank A. Jimenez

Staff: Kathleen Kelly, Town Attorney; AJ Krieger, Interim Town Manager; Leah Vanarsdall, Town Clerk

2. APPROVAL OF AGENDA

Motion by Vice-Chair Heath, **second** by Commissioner Sharp, to approve the Agenda.

Motion carried, All in favor.

3. CONSENT AGENDA

a. Approval of September 12, 2018 Minutes

Motion by Commissioner Sindelar, **second** by Vice-Chair Heath, to approve the Minutes for September 12, 2018. **Motion carried**, All in favor.

4. DISCUSSION/ACTION

a. Resolution 18-08: A RESOLUTION APPROVING AND AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE FIRESTONE URBAN RENEWAL AUTHORITY AND RENNER, R.E., LLC FOR PROPERTY LOCATED AT 4969 FIRESTONE BLVD WITHIN THE NORHTERN FIRESTONE URBAN RENEWAL AREA.

Motion by Commissioner Sindelar, **second** by Commissioner Sharp, to approve **Resolution 18-08**: A RESOLUTION APPROVING AND AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE FIRESTONE URBAN RENEWAL AUTHORITY AND RENNER, R.E., LLC FOR PROPERTY LOCATED AT 4969 FIRESTONE BLVD WITHIN THE NORHTERN FIRESTONE URBAN RENEWAL AREA. **Roll Call Vote**: Vice Chair Heath – yes, Commissioner Sharp – yes, Commissioner Sindelar – yes, Commissioner Jimenez – yes, Chair Meiring – yes. All in Favor, **Motion Carried**.

5. ADJOURNMENT

Motion by Vice-Chair Heath, **second** by Commissioner Jimenez , to adjourn the meeting.

Motion carried, All in favor. The meeting was adjourned at 7:04 p.m.

TOWN OF FIRESTONE, COLORADO

Samantha Meiring, Chairperson

ATTEST

Leah Vanarsdall, Recording Secretary

Prepared exclusively for

FIRESTONE URBAN RENEWAL AUTHORITY

Table of Contents

Proposal and Engagement Agreement for Legal Services
Select Biographies

October 18, 2018

VIA U.S. MAIL AND E-MAIL: akrieger@firestoneco.gov

A.J. Krieger, Executive Director
Firestone Urban Renewal Authority (FURA)
151 Grant Avenue
P.O. Box 100
Firestone, CO 80520

Carolynne C. White
Attorney at Law
303.223.1197 tel
303.223.0997 fax
cwhite@bhfs.com

RE: Engagement Agreement for Legal Services – FURA Special Counsel

Dear A.J.:

This letter outlines the terms of our proposal to serve as special counsel to FURA. If these terms are acceptable to the FURA Board, this letter also serves as our engagement letter upon execution and return of this letter.

If approved, we thank you for selecting Brownstein Hyatt Farber Schreck, LLP (the "Firm") to serve as legal counsel to the Firestone Urban Renewal Authority ("FURA" or "you") in connection with general urban renewal legal advice as described in the Scope of Engagement section below. We are very pleased and privileged to work with you, and we appreciate the opportunity to represent you. The purpose of this engagement letter (the "Agreement") and the attached Standard Terms and Conditions which are incorporated into this letter by this reference (the "Terms") is to outline the nature and scope of the engagement and our respective responsibilities and expectations.

The Client: The Firm will represent FURA. The firm will not represent, and will not have an attorney-client relationship with the Town of Firestone.

Scope of Engagement: We propose to undertake the legal representation of FURA described in this proposal and engagement letter for a fixed fee of \$15,000 per month, for a 26-month contract period, beginning on November 1, 2018, and continuing through December 31, 2020.

This proposal is based upon the following assumptions and understandings.

- FURA presently oversees two existing urban renewal plan areas.
- FURA intends to consider an amendment to each of these plan areas.
- In addition, FURA intends to consider the adoption of at least one new urban renewal plan.
- As a result of these actions, FURA will need to undertake various actions in order to comply with recent legislation governing urban renewal authorities, for example, HB 15-1348; HB 16-177; and HB 17-277.

This proposal contemplates two separate task categories within this scope of work. The first category would be all activities required to undertake the above described modifications to existing urban renewal plans, and the consideration of a new urban renewal plan. The second category encompasses all of the other regular operation of an urban renewal authority. Each task category is described below.

410 Seventeenth Street, Suite 2200
Denver, CO 80202-4432
main 303.223.1100

Task Category 1 – Substantial Modification to Existing Urban Renewal Plan; Adoption of New Urban Renewal Plan

- Preparation of checklists and timelines for regulatory compliance
- Drafting of notices and other legally required correspondence regarding appointment of new commissioners
- Legal advice regarding appointment of new commissioners
- Drafting of resolutions regarding appointment of new commissioners
- Attendance at meetings with staff, consultants and FURA Board as required/requested
- Strategic advice and counsel regarding optimal timing and structure for plan area boundaries, study area boundaries, and tax increment area boundaries
- Preparation of notices regarding commencement of conditions surveys
- Coordination with FURA staff, appointed officials and consultants regarding conducting of condition survey
- Review and comment regarding draft condition surveys, urban renewal plans, and impact reports
- Drafting and coordination of official notice and informal outreach to other taxing bodies regarding commencement of negotiations, purpose of urban renewal plans, and related issues
- Attendance at FURA Board meetings as requested for presentation, legal advice, or other purposes
- Negotiating and drafting intergovernmental agreements with other taxing bodies regarding sharing of tax increment revenues
- Drafting of resolutions for plan consideration by planning commission, FURA, and Town Board

Task Category 2 – General Legal Advice and Support

- General Analysis of Colorado urban renewal law, including but not limited to C.R.S. 31-25-101 *et seq.*
- Advisement regarding pending changes in urban renewal law and regulations, including but not limited to the Colorado Assessor's Reference Library (ARL) administered by the Colorado Division of Property Taxation
- Advice and counsel to FURA Board and staff regarding related legal issues such as Colorado Open Records Act (CORA), Colorado Sunshine Law, Colorado Local Government Budget Law, and other issues
- Assist FURA in working with the County Assessor regarding accurate and timely calculation and reporting of tax increment revenues due and owing to FURA; provide analysis, advocacy, and attend meetings as needed
- Preparation of timelines regarding statutory notice deadlines
- Review and comment regarding ongoing urban renewal compliance such as annual budget, reports to the Colorado Department of Local Affairs (DOLA) and related matters
- Attend meetings as needed with consultants, property owners, Board of Trustees, town staff, elected officials
- Telephone calls and coordination with Board of Trustees and town staff and officials
- Attend and participate in town council or FURA hearings as needed/directed
- Drafting or review of all required documents, including but not limited to: intergovernmental agreements, resolutions, bylaws, notices, reports, memos
- Coordination with town attorney as needed
- Overall project coordination
- Negotiation and drafting of TIF Agreements with developers and property owners

This Agreement and the Terms apply to the engagement described above as well as future engagements with respect to which you ask the Firm to represent you, unless we execute a separate agreement for one or more separate engagements. Services rendered to you prior to your signing this Agreement are subject to the provisions of this Agreement and the Terms.

Staffing, Fees, Costs and Billing Arrangements: It is anticipated that Carolynne White of this firm will perform most of the work on this matter, assisted by Caitlin Quander, along with any legal assistants and associates working with them. We may assign other lawyers in our firm to work on this matter if, in our judgment, that becomes necessary or desirable. We also may assign lawyers who are independent contractors to the firm and whose hourly billing rate will be passed on to you with a factor for the firm's overhead and profit.

In the course of providing services to you, it may be necessary for us to incur certain costs. You agree to reimburse us in accordance with the Terms for all reasonable costs that we actually incur and for the Firm's administrative fee. For more information on billing, including third party and other costs for which you will be billed, rate changes and other factors affecting fees and other charges, please refer to the Terms.

Billing Period and Payments: We will bill you on a monthly basis or such other periodic basis as we may determine. Except as otherwise set forth herein, you agree to make payment of all outstanding fees and costs within 30 days of your receipt of a billing statement. We reserve the right to charge interest on overdue amounts at the rate of 1.5% per month, or the maximum interest rate permitted by law, whichever is less, from the date due until paid. You agree to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

Retainer Deposit: Given your relationship with the Firm, we agree to waive an upfront deposit for this matter, and you agree to pay our bills timely pursuant to the Terms. We reserve the right to require a deposit in the future if we feel that circumstances warrant it, and in such event you agree to post such a deposit.

Conflicts of Interest: We have conducted a search in our conflicts database of your name and the names of your owners, principals and affiliates and all adverse parties and their owners, principals and affiliates that you provided to us, as applicable. Based on the information provided, we have discovered no conflicts. To help us continue to assess conflicts, however, we will depend on you to keep us advised of changes in 's owners, principals, affiliates and potential adverse parties that might affect our analysis of actual or potential conflict of interests.

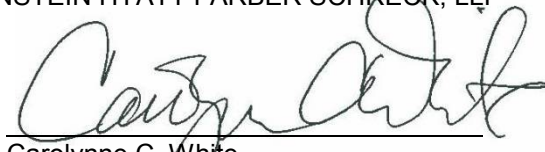
Complete Agreement: This Agreement and the Terms contain all the terms and provisions of and related to our engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and you.

If you agree with the terms and provisions of this Agreement and the Terms, please countersign this letter where indicated below and return it to us at your earliest opportunity. If you have any questions, please feel free to contact me or a member of our team.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By:


Carolynne C. White

Acceptance of Agreement and Standard Terms and Conditions:

I have read and understand this Agreement and the attached Standard Terms and Conditions. I am authorized to, and do hereby, engage Brownstein Hyatt Farber Schreck, LLP in accordance with the terms of this Agreement and the attached Standard Terms and Conditions, effective as of the date of this Agreement.

BROWNSTEIN HYATT FARBER SCHRECK, LLP

STANDARD TERMS AND CONDITIONS

Duties of the Parties: Brownstein Hyatt Farber Schreck, LLP (the "Firm") agrees to represent you in accordance with the accompanying Engagement Agreement for Legal Services (the "Agreement") and these Standard Terms and Conditions (the "Terms"). You agree to fully cooperate with us, be open and truthful, provide us with complete information pertaining to the representation, keep us informed of developments, promptly respond to our inquiries and communications, and pay our bills in a timely manner.

Fees: We record time in 6-minute increments unless other arrangements are made, and our billing statements will be based on time recorded in those increments. You agree to pay our fees based on time expended on your behalf, computed on an hourly basis at our then applicable rates for this engagement for the applicable attorneys and staff assigned to the matter. Generally speaking, these hourly rates currently are, with limited exceptions, as follows:

Shareholders:	From \$365 to \$1195 per hour
Counsel:	From \$350 to \$1195 per hour
Associates:	From \$270 to \$490 per hour
Lit Support Analysts:	From \$245 to \$365 per hour
Land Use Planners:	From \$225 to \$450 per hour
Paralegals:	From \$160 to \$340 per hour
Law Clerks:	From \$180 to \$270 per hour
Legal Assistants:	From \$95 to \$250 per hour

We change our rates, as well as our other standard charges, from time to time (typically on January 1 of a calendar year), to reflect competitive or market conditions, inflation, changes in attorney seniority or status, changes to our rates generally, changes in the nature or scope of the services performed and other factors. Unless otherwise agreed to in writing, you agree that any new rates or charges apply prospectively to all matters then being handled by the Firm for you. You agree to pay all fees billed at the then-current rates. Individual rate changes will be reflected in the first billing statement that includes the new rates and will be evident from the information you receive with each bill.

Outside Contract Attorneys and Legal Assistants: You agree that we may utilize contract attorneys and legal assistants who are supervised by our attorneys but not employed by the Firm, and who may reside inside or outside of the United States. Contract attorneys typically will be billed at the rates of the attorneys at the firm who provide a comparable, applicable level of service, if not otherwise agreed to in writing.

In-House Costs and External Expenses: In addition to fees incurred for legal work, your statement will include other charges and costs, some of which are summarized below, that you agree to pay.

Charges for long distance telephone calls, in-office copying, ordinary postage, and deliveries made by in-house staff are covered by an administrative fee, currently calculated at 2.5% of fees incurred. This administrative fee is charged in lieu of itemizing those costs.

Other costs which you agree to pay include, but are not limited to: computer-assisted legal research; third party vendor fees (including document copying, transcript production, depositions, e-discovery file processing, and trial preparation materials); messenger and other delivery fees; the cost of

licensing and installing special computer applications used to manage your case; secretarial overtime (when required by the urgency of your matter); extraordinary administrative, technical or accounting support; professional mediator, arbitrator, and/or special master fees; other vendor costs; and reasonable expenses for travel, meals and hotel accommodations.

For Litigation matters that involve e-Discovery tasks of processing and reviewing electronic data requiring the Firm to host data in excess of 5 gigabytes ("GB"), we will bill you \$10 per hosted GB per month, which may be more than the Firm's direct cost to account for overhead and related expenses. These hosting charges may continue to be billed for as long as we continue to host the data in an active server environment.

We may select experts, consultants and investigators who in our judgment are necessary to aid in the preparation of your matter. We will inform you of the persons selected and their charges. You authorize us to incur all reasonable costs and to hire such experts, consultants and investigators, and you agree to pay these expenses.

At our discretion, all costs may be included on your statement or billed directly to you. We may also require that you advance to us the estimated amount for such items prior to our incurring them on your behalf. You agree to pay such costs, and we assume no obligation to advance any costs on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.

Estimates Not Binding: It is often impractical to determine in advance the amount of time and effort that will be needed to complete all the necessary work on a matter or the total amount of fees, charges, and costs that may be incurred. Additionally, if any estimates or budgets are provided, they may need to be adjusted upward or downward in response to changing circumstances. Accordingly, unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen or unanticipated circumstances, and do not limit or "cap" our fees and other charges or costs.

No Guarantees: Comments or expressions of opinion about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard. Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter.

Billing Disputes: You agree to inform us of any dispute you may have with respect to a billing statement within ten (10) days of the statement date. Even if you dispute a portion of a billing statement, you agree to pay the undisputed portion within 30 days of your receipt of the statement. You will be responsible for any costs of collection incurred by the Firm, including reasonable attorneys' and paralegals' fees and costs.

Retainer Deposits: You agree to pay advance fee deposits in accordance with the provisions of the Agreement and the Terms. In addition, for matters involving litigation, arbitration, or adjudication of disputes in other tribunals, we reserve the right to request from you an additional deposit before trial or hearing in an amount reflective of the anticipated fees and costs of that proceeding. You agree to timely provide such a deposit. If you do not provide this deposit, we shall have the right to withdraw

from this representation, consistent with our obligations under applicable law and the rules of professional conduct, and you agree not to oppose our withdrawal.

Responses to Auditors' Inquiries: We are frequently asked to provide information to third-party auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care that we use to handle our clients' other legal work, and we will charge for these services at the hourly rates applicable to your engagement. When an auditing firm requests information on your behalf, that request will be deemed to be your consent for us to disclose the requested information to that auditing firm and to bill for those services.

Permission to List the Company as a Client: Occasionally, we may provide lists of representative clients or matters to legal or other publications and may use our clients' names or a description of their matters in marketing materials. Unless you instruct otherwise, you agree that such use is acceptable.

Communications and Special Requirements: During the course of our engagement, we may exchange emails and electronic versions of documents with you using commercially available software. Such communications are occasionally victimized by the creation and dissemination of viruses and other destructive electronic programs and hackers who compromise the privacy of electronic communications. Our virus scanning software may also occasionally reject a communication that you send to us, or we may send you a message that is rejected by your system. Although infrequent, these occurrences are to be expected as part of the ordinary course of business. Accordingly, we cannot guarantee that our communications and documents will always be virus-free or immune from invasions of expected privacy. If for these or other reasons you would prefer or require that we not use electronic communications or that we follow special instructions or encrypt emails or other communications, you should promptly advise in writing those working on your matters of such preferences or requirements.

Ownership of Records and Files: You understand and agree that your client file consists of any correspondence, legal memoranda, pleadings, agreements, or other documents that the Firm retains in its electronic document management system, which is duplicated in hard copy. It is our policy to destroy all client files (including all documents and materials therein) no less than eight years following completion of each matter. This file destruction procedure is automatic, and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling. Alternatively, you may request, prior to our scheduled destruction date, that we deliver all or certain portions of these client files to you rather than destroying them.

Termination: You may terminate our services at any time. If you choose to do so, you agree to give us prompt notice of the termination. Upon such termination, you will remain obligated to pay for all services rendered and costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us appropriate documents effecting our substitution or withdrawal. We will promptly return to you any remaining balance of your retainer as well as a copy of your client file, as described above.

Except to the extent limited by applicable law or rules of professional conduct, we may also withdraw from this representation at any time. We may withdraw, by way of example, if:

- You fail to fulfill an obligation to the Firm or to honor the terms of the Agreement or these Terms, such as by failing to pay our statements or to post deposits in a timely manner;
- You make it unreasonably difficult to represent you;
- Our continued representation of you will result in an unreasonable financial burden on the Firm; or
- Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you agree to take all steps reasonably necessary to free us of any obligation to perform further services. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

Our representation of you will be considered terminated at the earliest of your termination of our representation, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity, or otherwise).

Disputes: All disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in accordance with the laws of, the state in which the legal services provided by the Firm were primarily performed. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

Interpretation and Effective Date: The Agreement and these Terms supersede all other prior and contemporaneous written and oral agreements and understanding between us, including any outside counsel guidelines or service level agreements, or the like, that you adopt, unless such outside counsel guidelines or service level agreements have been provided to us prior to the date of the Agreement or unless the Agreement and these Terms have been made expressly subject thereto. You acknowledge that no promises have been made to you by us other than those in the Agreement and these Terms. In the event that these Terms conflict with the Agreement, the Agreement will govern. If any provision of these Terms or the Agreement is found unenforceable, the remaining provisions will remain in effect. If the Agreement does not take effect for any reason, you will still be required to pay us the reasonable value of any services we performed for you and all costs actually and reasonably incurred on your behalf.



Carolynne C. White
Shareholder

cwhite@bhfs.com
303.223.1197
Denver, Colorado

Carolynne White is co-chair of the firm's Real Estate Department. Her practice spans the Land Use, Government Relations, Real Estate and Natural Resources groups. Carolynne is an experienced land use and public policy attorney, with strong state and local government relationships, and cutting-edge expertise. Her specialty is managing complex and challenging projects and navigating multiple regulatory environments for optimal outcomes for clients. Her strong local and state relationships with elected officials and staff statewide ensure that clients always have the best information and the best opportunity to be heard. One of only twenty-three LEED-accredited attorneys in the state of Colorado, Carolynne also holds a Masters degree in Public Policy, and in Urban and Regional Planning, from the University of Colorado at Denver.

Carolynne's practice focuses primarily on the zoning and entitlement process, with an emphasis on complex projects involving redevelopment, infill, brownfields, urban renewal, eminent domain, mixed use, transit-oriented development, PIFs and other public financing tools, and special challenges such as historic preservation. Carolynne has obtained entitlements for projects ranging from high-rise hotels to large-tenant retail to mixed use developments involving retail, office and residential components. Carolynne has also handled permitting for pipelines, compressor stations, and other mining and oil and gas related facilities. Carolynne also serves as special and general counsel to a variety of governmental and quasi-governmental entities, such as urban renewal authorities, special districts, and redevelopment authorities.

From 1999 to 2004, Carolynne was the staff attorney for the Colorado Municipal League, the nonprofit association representing the cities and towns of Colorado. In that capacity, she represented Colorado municipalities before the Colorado General Assembly, various state agencies and the courts. Focusing primarily on land use issues, Carolynne worked on state legislation dealing with growth management, comprehensive planning, impact fees, zoning, annexation, subdivision, urban renewal, condemnation and special districts. Additionally, she has also worked on legislation ranging from construction defects reform to governmental immunity.

From 1994 to 1999, Carolynne was a staff attorney in the legal department for the Denver Water Board where she handled a wide range of responsibilities that included litigation in federal, state and administrative courts; drafting policies and procedures; and handling real estate transactions dealing with Denver Water property.

Previous Experience

Carolynne White is a first-class real estate practitioner with an excellent zoning and land use practice. Clients praise her work on mixed-use developments and urban renewal, adding that she is "a leading person for tax increment financing." - Chambers USA, 2018

Practices

Condominium & Planned Community, Green Building, Land Use, Real Estate, State & Local Legislation & Policy

Representative Matters

- Successfully represented GCC Energy, LLC, operator of an existing coal mine in La Plata County, CO, in much contested negotiations and interim hearings with the Board of County Commissioners for a land use permit for continued mine operation ensuring that over 250 local miners' and truck drivers' jobs remained secure. This controversial project involved more than five years of public meetings and more than 47 technical expert reports for the King II coal mine, which produces circa one million tons of coal per year. The firm continues to advise Grupo Cementos de Chihuahua regarding on-going permit compliance issues and permitting for related facilities.
- Successful representation of municipality seeking over \$140 million in state funding for large-scale development projects under Colorado's Regional Tourism Act.
- Negotiated on behalf of a municipality an amended and restated development agreement and parks agreement with respect to a large master planned community.
- Represented CBS Outdoor Inc. on Denver compliance and land use issues involving outdoor advertising devices, including matters involving ordinance changes to the Denver sign code.
- Represented Alberta Development Partners, LLC in the development and financing of Cornerstar, a new mixed-use center containing 158 acres of retail and residential space in Aurora, Colorado. Brownstein handled the leasing and selling of portions of the center to national and regional retailers such as Target, Dick's Sporting Goods, Best Buy, Office Depot, 24 Hour Fitness and Sunflower Market.

Community

Board of Directors, Arvada Center for the Arts and Humanities

Board of Directors, Downtown Colorado, Inc.

City and County of Denver, Zoning Task Force, 2005-2010

Metro State Foundation Board Member, 2008-2010

Chair, DU Law School Alumni Council

Board Member, Florence Crittenton Services, 2009-present

Colorado State University Real Estate Council

Sen. Michael Bennet Appointee, Bipartisan Selection Advisory Committee, 2015

Publications & Presentations

- 10th Circuit Issues Revised Opinion Clarifying When Individual Notice of Blight Determination Required, *Brownstein Client Alert*, August 3, 2018
- Due Process Implications of Glendale's Appeals Ruling, Co-author, *Colorado Real Estate Journal*, August 1, 2018

- 10th Circuit Holds Colorado's Urban Renewal Statute Violates Due Process in *M.A.K. Investment Group v. City of Glendale*, *Brownstein Client Alert*, May 22, 2018
- Breathing New Life into Old Buildings, Panelist, Western Places/Western Spaces: Disruption, Innovation, and Progress, Rocky Mountain Land Use Institute, Denver, CO, March 7-9
- TIF for Tat: Urban Renewal after the Urban Development Fairness Act, Panelist, Western Places/Western Spaces: Disruption, Innovation, and Progress, Rocky Mountain Land Use Institute, Denver, CO, March 7-9
- Landmark Colorado Supreme Court Decision Provides Clarity for Metropolitan Districts, *Brownstein Client Alert*, December 13, 2017
- Denver Green Roof Initiative Passed by Denver Voters, *Brownstein Client Alert*, November 9, 2017
- Colorado Supreme Court Hears Oral Arguments in Case That Could Pose Threat to Metropolitan Districts, *Brownstein Client Alert*, September 27, 2017
- District Court Invalidates Wheat Ridge Anti-TIF Initiative, *Brownstein Client Alert*, September 19, 2017
- Development and Impact Fees: Local Government and Developer Perspectives, Presenter, Colorado Municipal League Annual Conference, Breckenridge, CO, June 20-23, 2017
- Urban Renewal 2017: How Communities are Working Together, Presenter, Colorado Municipal League Annual Conference, Breckenridge, CO, June 20-23, 2017
- Inaugural State of the Region & Development Showcase, Moderator, Inaugural State of the Region & Development Showcase, April 13, 2017
- Urban Renewal Applicability Bill Provides Certainty to Urban Renewal Community; Plus Two Other Urban Renewal Bills, Co-author, *Brownstein Client Alert*, April 3, 2017
- Ethical Considerations in Real Estate Transactions, Environmental and Land Use Compliance, Presenter, 2017 Western Places/Western Spaces Conference: Creating Inclusive Communities, March 16, 2017
- Update on Denver's Mandatory Energy Benchmarking and New C-PACE Program to Finance Efficiency Upgrades, *Brownstein Client Alert*, December 1, 2016
- Affordable Housing Fee Approved by Denver City Council, Co-Authored, *Law Week Colorado*, October 12, 2016
- Colorado Board of Equalization Approves TIF Property Tax Changes, *Brownstein Client Alert*, October 10, 2016
- UPDATE: New Fee for Affordable Housing Goes to Denver City Council Sept. 19, *Brownstein Client Alert*, August 29, 2016
- Land Use Series, Presenter, 3 Part Series: Fundamentals, Public Hearings and Advocacy, Mock Hearings, Brownstein CLE and City of Glendale Council Chambers, Denver, CO June 29, July 12 and July 20, 2016
- Urban Renewal Partnerships that Work, Presenter, Colorado Municipal League Annual Conference, Vail, CO, June 21-24, 2016
- Denver Proposes Mandatory Energy Benchmarking and Implementation of Efficiency Measures, *Brownstein Client Alert*, June 21, 2016
- Denver Proposing New Development Fee to Pay for Affordable Housing, *Brownstein Client Alert*, June 16, 2016
- Urban Renewal Partnerships that Work, Presenter, Colorado Counties, Inc. Annual Conference, Steamboat Springs, CO, June 6-8, 2016
- Smart City at Peña Station, Moderator, Smart City at Peña Station, The Denver Disruption, *Bisnow*, Denver, CO, May 24, 2016
- Colorado Governor Signs Bill Allowing District Activity to Proceed, *Brownstein Client Alert*, May 19, 2016
- Colorado Court Decision Creates Uncertainty for Development Using Metro District Public Financing, *Brownstein Client Alert*, April 26, 2016
- Experience Denver Transit Tour Podcasts - Episode 4, Brownstein Podcast Series, April 25, 2016
- Case Studies on Intergovernmental Agreement and Conflict, Presenter, Local Government Law, CLE International, Denver, CO, April 8, 2016

- Tax Increment Finance (TIF) Update: HB 15-1348 Technical Corrections Bill Introduced, *Brownstein Client Alert*, April 4, 2016
- Ethics and the Land Use Lawyer, Speaker, Rocky Mountain Land Use Institute, March 10, 2016
- The Fruits of Labor, Real Estate Development Following Private Investment, Moderator, Presentation to Nevada Regional Transportation Corporation, March 8, 2016
- New Frontiers in Urban Renewal, Metro North Chamber of Commerce Development Council, Westminster, Co, Feb. 5, 2016
- Urban Renewal as a Tool for Downtown Revitalization, Speaker, Economic Development Breakfast: Mapping the Dollars & Sense of Land Use, Lakewood, CO, February 2, 2016
- Tax Increment Finance (TIF) Update, *Brownstein Client Alert*, January, 25, 2015
- Tax Increment Financing Implementation Changes Coming Soon, *Brownstein Client Alert*, August 24, 2015
- Anti-Urban Renewal Bill Progresses; Pro-Urban Renewal Bill Amended, *Brownstein Client Alert*, April 27, 2015
- Follow the Money: Leveraging Resources for Resiliency, Moderator and Presenter, Rocky Mountain Land Use Institute, Denver, CO, March 13, 2015
- Ethics for Land Use Lawyers, Presenter, Rocky Mountain Land Use Institute, Denver, CO, March 12, 2015
- Regulatory and Planning Issues in the Regulation of Large Format Retail, Guest Lecturer, University of Colorado Denver, Planning Law, October 28 and 30, 2014
- Land Use Basics for Municipal Officials, Speaker, Colorado Municipal League, October 24, 2014
- The Metropolitan Revolution in Action, Moderator, Drive, Lead, Succeed, Annual Conference, Economic Development Council of Colorado, October 2, 2014
- Fundamentals of Administrative Law for Municipal Officials, Guest Lecturer, Colorado Public Manager, University of Colorado Denver, September 12, 2014
- The ABC's of Urban Renewal and Alternative Structures in Urban Renewal Plans, Presentation to Downtown Colorado Inc., Board Member Training, August 8, 2014
- Corporate Citizenship Topical Dinner, Clinton Global Initiative, CGI America, June 23, 2014
- Current Issues in Urban Renewal Legislation and Policy, Speaker, Colorado Municipal League Annual Conference, June 20, 2014
- HB 14-1375 Passes Senate; Veto Request in the Works, *Brownstein Client Alert*, May 8, 2014
- Urban Renewal Bill Introduced, *Brownstein Client Alert*, *Law360*, April 17, 2014
- City Set Development and Urban Renewal Authorities, Speaker, Public Financing Conference, CLE International, April 7, 2014
- Urban Renewal: Kickstarting the Region, Moderator, Metro North Chamber of Commerce, Denver, CO, February, 28, 2014
- Urban Renewal Panel, Panelist, CSU Finance & Real Estate Summit, February 19, 2014
- Urban Renewal Once Again on Legislative Agenda, *Brownstein Client Alert*, October 21, 2013
- Urban Renewal: A Critical Tool, *Law Week Colorado*, October 18, 2013
- Funding Options for Yampa Street Improvements, Speaker, Yampa Street Stakeholders Meeting, Steamboat Springs, CO, October 22, 2012
- Colorado Legislative Update on Urban Renewal, *Brownstein Client Alert*, February 13, 2012
- The Cost of Not Going Green, Panelist, Brownstein Luncheon, February 1, 2012
- Public Finance Options for Development and Redevelopment in Colorado, Presenter, Lorman Education Services, October 20, 2011
- Federal, State or Local: Which Level of Government is Best Suited to Regulate and Incentivize Green Building?, Presentation to U.S. Green Building Council, Greenbuild 2011, Toronto, Ontario, Canada, October 5, 2011
- Renewable Energy Case Study, Presenter, Special District Association Conference, September 16, 2011

- Infill Development Fundamentals, Presenter, Lorman, August 11, 2011
- 2011 Women of Enterprise Power Panel, Speaker, CREW, April 27, 2011
- Urban Renewal's Key Powers: Property Assemblage and Financial Assistance, Presenter, CLE International, Public Projects - Advanced Real Estate Issues, March 25, 2011
- Form Based Zoning and Legal Issues in Green Building, Presenter, University of Denver Sturm College of Law, Smart Growth and Sustainability, March 9, 2011
- Government's Role in Promoting Development through Retail Incentives, Presenter, Rocky Mountain Land Use Institute, March 4, 2011
- Commercial Redevelopment: Public-Private Financing 101, Co-Presenter, ICSC Colorado Alliance, October 14, 2010
- Legal and Regulatory Issues in Green Building, CLE Presentation, Energy Efficiency and Green Building Issues, CLE in Colorado Inc., April 27, 2010
- Client Update: Legislative Update - Urban Renewal Legislation, *Brownstein Client Update*, January 29, 2010
- The Regulatory Environment for Green Building, Presenter, Denver University Law School Land Use Society, October 21, 2009
- FOREcast - Funding Opportunities for Renewable Energy, Volume 5, *FOREcast*, Volume 5, August 24, 2009
- Going Green: Legal Concepts and Issues in Green Building, Panelist, NAIOP, August 19, 2009
- Development 101 for Municipalities, Speaker, Colorado Municipal League, August 7, 2009
- Land Use and Building Strategies for Sustainability, Panelist, ULI, June 5, 2009
- Urban Renewal and Tax Increment Financing, Presenter, Lorman Seminar, April 29, 2009
- Economic Development Tools: URA, BID, DDA and EDCs, Presenter, Sterling City Council and Logan County Economic Development Council, April 28, 2009
- Land Use, Growth Management and the Developer's Perspective, Speaker, Colorado Institute for Leadership Training, April 25, 2009
- The Impact of Global Warming on Land Use Regulation: The California and Colorado Experience, Presentation to the Rocky Mountain Land Use Institute, Annual Conference, Denver, CO, March 6, 2009
- Client Alert: Recent Publications on Climate Change Issues, *Brownstein Client Alert*, December 15, 2008
- Colorado Local Government Regulation of Land Use for Climate Change, Author, *The Colorado Lawyer*, Vol. 37, No. 12, December 2008
- BID, DDA or URA: How to Choose?, Presentation to Colorado Community Revitalization Association, September 18, 2008
- The Impact of Global Warming on Land Use Planning: The California and Colorado Experiences, Presentation to the American Planning Association, Colorado Chapter, Annual Conference, Breckenridge, CO, September 12, 2008
- Urban Renewal Update, *Brownstein Client Alert*, Vol 1:3, March 24, 2008
- Urban Renewal Update, *Brownstein Client Alert*, Vol 1:1, February 4, 2008
- A Brief Overview of Recent Changes in Colorado's Urban Renewal Law, *The Colorado Lawyer*, 2004
- Urban Renewal in Colorado, A joint publication by Brownstein Hyatt Farber Shreck, the Colorado Municipal League and the Colorado Community Revitalization Association, June 1, 2004
- Annexation in Colorado, CML Publication, 2003
- Juveniles in Municipal Courts, CML Publication, 2003
- Paying for Growth: Impact Fees under Senate Bill 15, CML Publication, 2002
- A Municipal Perspective on Senate Bill 15: Impact Fees, *The Colorado Lawyer*, May 2002, Vol. 31, No. 5

Education

- J.D., 1993, University of Denver Sturm College of Law
- M.P.A., M.U.R.P., 2006, University of Colorado at Denver
- B.A., 1987, University of New Mexico

Admissions

- Colorado
- U.S. District Court, District of Colorado
- U.S. Court of Appeals, Tenth Circuit
- U.S. Supreme Court

Recognition

CREW Denver Top Achiever Award in Law, 2017

Chambers USA, 2016-2018

LEED Accredited Professional

Best Lawyers in America, 2013-2019

5280 Top Lawyers, Real Estate, 2017

Top Women Lawyer, *Law Week Colorado*, 2011

Colorado Super Lawyers, 2006-2007, 2018

Board of Governors, Colorado Bar Association, 1998-2000, 2003-2004, 2006-2008

Board of Trustees, First Vice President, Denver Bar Association, 2006-2007

Board of Trustees, Second Vice President, Denver Bar Association, 2003-2004

Editor, *Colorado Lawyer*, "Government and Administrative News" column, 1999-2006

Delegate to the ABA House of Delegates, Denver Bar Association, 1999-2005

Denver Bar Association Young Lawyer of the Year, 1999

Board of Directors, Legal Aid Foundation, 1995-1998

Membership

American Bar Association

American Planning Association

Colorado Bar Association

Colorado Bar Association Legislative Policy Committee, 1998-1999

Colorado Municipal League

Colorado Women's Bar Association

Denver Bar Association

International Council of Shopping Centers

National Association of Industrial and Office Properties

William E. Doyle Inns of Court, 1991-2009



Caitlin Quander

Shareholder

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Denver, Colorado

With an emphasis on land use and entitlements, Caitlin Quander's practice spans all areas of real estate development including acquisitions and dispositions, zoning and development disputes, as well as serving as special and general counsel to various governmental and quasi-governmental entities.

Caitlin advises clients on development and entitlement matters related to land use issues, including performing zoning due diligence and drafting and negotiating development agreements, memorandums of understanding and intergovernmental agreements. She guides clients through board of adjustment, annexation, landmark preservation and historic designation, and planning and zoning processes. Her background in civil defense litigation also allows her to provide fluid representation for development clients in land use litigation, specifically 106 actions. She represents publicly-traded REITS and privately-owned development companies in all aspects of the acquisition and disposition of real property, including multi-family, retail, industrial and office properties. Caitlin also drafts and negotiates lease agreements for commercial retail and office properties.

Caitlin understands the interplay between the public sector and private real estate developers, working on various public-private partnerships for complex projects involving infill redevelopment, urban renewal, eminent domain, mixed use, transit-oriented development, and PIFs and other public financing tools. Caitlin has negotiated both on behalf of urban renewal authorities and developers before urban renewal authorities, for tax increment and other sources of public financing.

Caitlin currently serves on Brownstein's Professional Development Committee and the Summer Associate Committee.

Previous Experience

Aide and Policy Advisor to former Denver City Council President Jeanne Robb

Practices

Acquisition Disposition, Development, Green Building, Infrastructure Development, Land Use, Real Estate

Representative Matters

- Successfully represented GCC Energy, LLC, operator of an existing coal mine in La Plata County, CO, in much contested negotiations and interim hearings with the Board of County Commissioners for a land use permit for continued mine operation ensuring that over 250 local miners' and truck drivers' jobs remained secure.
- Caitlin Quander led the zoning and land use diligence of the Colorado properties for Starwood Capital's acquisition of over \$1.3 billion worth of Colorado multi-family projects from Equity Residential. The portfolio acquisition that includes 18 Colorado properties located between Boulder and metro Denver and totaling nearly 6,000 apartment units, was among a larger 72- property deal which also included apartment projects in D.C., Florida, California and Seattle and totaled 23,262 apartment units at a \$5.3 billion aggregate sales price.
- Represented California Splendor, Inc. in its acquisition of Santiam River, Inc., a leader in the Northwest Blackberry industry.
- On February 19, 2014, a Colorado District Court Judge rejected Rule 106 lawsuit challenging a Douglas County rezoning decision that will now allow for the continued permitting and construction of Sterling Ranch, a planned 3,400-acre, mixed-use development. This ruling was critical for Brownstein Hyatt Farber Schreck's client Sterling Ranch, and more generally, for Colorado's landowners and for local governments because the ruling confirms that a 2013 statute, Senate Bill 13-258, provides local governments with sole discretion to determine when during the permitting process a developer must demonstrate the existence of an adequate water supply for a proposed development.
- Represent a Nevada Indian tribe as outside general counsel. We have represented the tribe in a number of large scale development projects, including the development of a 200 MW concentrated solar project in southern Nevada. Our representation included the negotiation of lease and other agreements with a large renewable energy developer, development of water rights for the project, negotiation with the U.S. Bureau of Indian Affairs and other federal agencies, and guiding the tribe through the NEPA process. Legal work also included the development of a sales and use tax regulatory structure for the tribe.

Community

Board of Trustees, Historic Denver, Inc.

City and County of Denver, Blueprint Denver Task Force, Mayor Hancock Appointee

Board of Directors, Florence Crittenton Services of Colorado

University of Denver Sturm College of Law Mentorship Program

Publications & Presentations

- Denver Green Roof Initiative Passed by Denver Voters, *Brownstein Client Alert*, November 9, 2017
- Update on Denver's Mandatory Energy Benchmarking and New C-PACE Program to Finance Efficiency Upgrades, *Brownstein Client Alert*, December 1, 2016
- Affordable Housing Fee Approved by Denver City Council, Co-Authored, *Law Week Colorado*, October 12, 2016
- Colorado Board of Equalization Approves TIF Property Tax Changes, *Brownstein Client Alert*, October 10, 2016
- UPDATE: New Fee for Affordable Housing Goes to Denver City Council Sept. 19, *Brownstein Client Alert*, August 29, 2016
- Land Use Series, Presenter, 3 Part Series: Fundamentals, Public Hearings and Advocacy, Mock Hearings, Brownstein CLE and City of Glendale Council Chambers, Denver, CO June 29, July 12 and July 20, 2016

- Denver Proposes Mandatory Energy Benchmarking and Implementation of Efficiency Measures, *Brownstein Client Alert*, June 21, 2016
- Denver Proposing New Development Fee to Pay for Affordable Housing, *Brownstein Client Alert*, June 16, 2016
- Tax Increment Finance (TIF) Update: HB 15-1348 Technical Corrections Bill Introduced, *Brownstein Client Alert*, April 4, 2016
- Will this be the Year for Construction Defect Reform, Co-Author, *Colorado Real Estate Journal*, March 2016
- Tax Increment Financing Implementation Changes Coming Soon, *Brownstein Client Alert*, August 24, 2015
- Attention Brownfields Developers: Access up to \$1.5m in Tax Credits, Author, *Colorado Real Estate Journal*, June 18, 2014
- Court Rejects Rule 106 Challenge to Sterling Ranch Rezoning Approval, *Brownstein Client Alert*, March 7, 2014
- An Interactive Session with Colorado State Legislators and CDLA's Lobbyist, Moderator, 2012 Colorado Defense Lawyers Annual Seminar, Crested Butte, CO, July 26-28, 2012

Education

- J.D., 2008, University of Denver Sturm College of Law
- B.A., 2005, *cum laude*, University of Puget Sound

Admissions

- Colorado
- U.S. District Court, Colorado
- U.S. Court of Appeals, Tenth Circuit

Recognition

Colorado Super Lawyers, Rising Stars, 2018

Colorado Bar Association, Board of Trustees

Colorado Bar Association, Legislative Policy Committee

Downtown Denver Leadership Program, Class of 2016

Law Week Colorado, 2013 Up and Coming Lawyer

Colorado Bar Association Leadership Program, Class of 2013

Denver Women's Commission, Mayor Hickenlooper Appointee and Mayor Hancock Re-Appointee, 2010-2014

National Institute of Trial Advocacy Exceptional Advocate, 2010

Articles Editor, University of Denver Water Law Review

Membership

NAIOP, Legislative Policy Committee

Colorado Bar Association

Denver Bar Association

American Bar Association

Colorado Women's Bar Association



Judy Landrum

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Judy Landrum supports the firm's Real Estate practice in the areas of finance, lending and land use. On the finance and lending front, Judy's 12 years of experience includes drafting and preparing closing documents and assisting with post-closing matters. Her extensive work on land use matters includes in-depth preparation for hearings, coordinating documentation, researching land use codes and following procedural statutes.

She also assists with the handling of complex and challenging real estate projects with specific experience in the zoning and entitlement process, land use and entitlements, and acquisitions and disposition.

Education

- Associate of Science Business Management and Paralegal Certificate, 1995, Community College of Aurora