



**DIETZE AND DAVIS, P.C.**  
ATTORNEYS AT LAW

*Serving the West from Boulder since 1972*

Robyn W. Kube  
Karl F. Kumli, III\*†  
Renée Ezer\*  
Stephen A. Closky  
Tucker M. Katz  
Mark D. Detsky  
William A. Rogers, III  
Joshua E. Anderson  
Jennifer L. Lorenz  
Gabiella Stockmayer  
Carolyn R. Steffl  
Nathan A. Klotz  
Jennifer H. Walker

Siena Square Building  
2060 Broadway, Suite 400  
Boulder, Colorado 80302  
Telephone (303) 447-1375  
Fax (720) 805-2051  
[www.dietzedavis.com](http://www.dietzedavis.com)  
[csteffl@dietzedavis.com](mailto:csteffl@dietzedavis.com)

\*Christina M. Gonsalves  
S. Daniel Rubin  
Lauren N. Davis  
Rebekah A. Townsend

Of Counsel:  
Joel C. Maguire  
Star L. Waring  
Nicholas G. Muller  
Carmen S. Danielson

\*Also admitted in California  
†Also admitted in New Mexico

Peter C. Dietze 1934-2019  
Joel C. Davis 1936-2013

February 18, 2026

**Sent via email only: [gsmith@palmer-lake.org](mailto:gsmith@palmer-lake.org)**

Town of Palmer Lake  
Board of Trustees  
c/o Glen Smith, Interim Town Administrator  
54 Valley Crescent/P.O. Box 208  
Palmer Lake, Colorado 80133

Re: Agreement for Legal Services

Dear Board of Trustees and Mr. Smith:

On behalf of Dietze and Davis, P.C. (the “Firm”), I would like to thank you for choosing the Firm to represent the Town of Palmer Lake (the “Town”) in the matter described below. This letter (“Engagement Letter” or “Agreement”) sets forth our understanding as to the scope of the Firm’s engagement, expenses and billing procedures that will apply to its work.

Please read this Engagement Letter with care. By executing this Engagement Letter, the Town is entering into a contract that is binding on both the Firm and the Town, on the following terms and conditions.

**Parties to Engagement Letter.** The Town and Firm are the parties to this Agreement. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services that will be provided pursuant to the Engagement Letter. In addition, no attorney client relationship will exist until the Town has returned a signed copy of this Agreement. Once the Town signs this Agreement, all services provided beforehand that relate to this matter

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shall be considered part of the attorney client relationship for which the Town is responsible for paying.

Carolyn Steffl and Karl Kumli will have primary responsibility for representation of the Town and will utilize other Firm lawyers, paralegals and staff as we deem appropriate under the circumstances. We will use appropriate expertise in a cost-effective manner consistent with our continuing goal of providing high quality legal services.

We will provide counsel to the Town in accordance with this Engagement Letter, the information provided by the Town, and the Colorado Rules of Professional Conduct. We will also keep the Town informed of progress and developments related to the matters covered by this Agreement and respond to Town inquiries in a reasonable timeframe.

**Scope of Work.** The Firm agrees to perform the following legal services: Special Counsel to the Town to provide legal advice in connection with withdrawal of the annexation petition for a proposed Bu-cee's development and such other matters are assigned to the Firm and accepted by the Firm by email confirmation (the "Matter").

The Town agrees that our representation is limited to the Firm's performance of services related to the Matter. Either at the commencement or during the course of our representation, we may express opinions concerning litigation or other courses of action and the results that might be anticipated. Any such statement is intended as an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or a guarantee.

Because we are not the Town's general counsel, our acceptance of this engagement does not involve an undertaking to represent the Town or the Town's interests in any other matter or to appraise the Town of general legal updates or risks unrelated to the Matter.

**The Town's Responsibility.** To enable us to represent the Town effectively, the Town agrees to cooperate fully with us in all matters relating to the Matter, and to fully and accurately disclose to us all facts and documents that may be relevant to the Matter or that we may otherwise request. The Town also agrees to make its staff reasonably available to attend meetings and other proceedings. The Town agrees to pay our statements for services and other charges as stated in this Agreement. The Town's continued acceptance of these services constitutes an agreement to pay for them.

**Billing Rate.** We will charge the Town for the services provided pursuant to the Agreement based on the amount of time (including travel billed at 50% of travel time) that we devote to the Matter at the hourly rates for the particular professionals involved. The billing rate for the responsible attorneys, Carolyn Steffl and Karl Kumli, is currently \$350 per hour. The hourly billing rate for associate attorneys is \$275 per hour. Paralegals are billed at \$180 per hour. We bill in minimum increments of 6 minutes.

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Our billing rates may be adjusted during the retention, and are typically adjusted each calendar year, but not without written notice to the Town. We reserve the right to staff the handling of the Matter with the partners, associates, paralegals and/or other personnel of our choice, at the rate we establish for each such timekeeper, although we will discuss the staffing of the Matter with the Town at any time, and will consider the Town's input in the staffing of the Matter.

**Fees and Costs.** We will bill the Town monthly and provide an itemized accounting of the work performed, including the legal fees and costs related to this matter, during the monthly billing period (the "Billing Statement"). The detail in the Billing Statement will inform the Town of both the nature and progress of work and of the fees and costs being incurred. Our fees will be based on the amount of time spent on the Town's behalf, which includes all communications about the Matter regardless of the media used.

We communicate with our clients primarily through in-person or remote video-conference meetings (e.g., Zoom, Teams), and by letter, telephone, and email. From time to time, we may communicate with the Town via text message to staff or Board cell phone numbers for the purposes of coordinating with the Town. Please note that we try not to provide or discuss legal advice by text message. We make reasonable efforts to keep such communications and data secure. We can be contacted at our regular office hours from 9 AM to 5 PM, Monday through Friday. Attorneys at our office typically check messages and may be available by telephone or email from 8 AM to 6 PM Monday through Friday. Should the needs of the Matter require contact outside of that time frame, reasonable accommodation may be made.

Costs include out of pocket expenses incurred by the Firm in connection with the Town's representation and are payable by the Town. Examples of costs include, but are not limited to, photocopies, printing, mileage, parking fees, filing fees, recording fees, notices, computerized legal research, access fees, postage, service of process, and transcripts. Costs may be paid by this Firm and then billed to the Town; however, after conferring with the Town we may send larger expenses to the Town for direct payment.

The total price for the legal services to be provided under this Agreement cannot be precisely determined at this time due to the variable nature of legal work. Time spent by our lawyers, paralegals, and (where applicable) other staff and reimbursement of expenses incurred in the Town representation will be the basis for the total price. The hourly rates for our lawyers, paralegals, and (where applicable) other staff are set forth elsewhere in this Engagement Letter. The time spent and expenses incurred will be set forth on the Billing Statements that will be sent to the Town. The total price of our legal services and the amount of our expenses incurred on the Town's behalf will vary and may increase or decrease on a month-to-month basis depending on the needs and progress of the Town Matter.

Consistent with the above statement, we cannot make a commitment to the Town concerning the total amount that may be necessary to resolve or complete this matter. Any estimate of fees that we may discuss with the Town represents only an estimate. In addition, the Town's payment of

the fees and costs incurred on the Town's behalf is in no way contingent on the ultimate outcome of the matter. Fees for services performed after the effective date of any new billing rate will be charged at such new billing rate.

**Statements and Payment.** The Town agrees that payment is due upon receipt of each Billing Statement and upon completion of our services in this matter.

Unless otherwise requested by the Town, Billing Statements will be submitted to the Town Administrator via email, typically on a monthly basis. All outstanding charges are due upon completion of our services in this matter. Payment may be made by cash, check, ACH transfer, VISA, MasterCard, American Express or Discover Card. For the Town's convenience, the Town may provide advanced authorization for the Firm to charge the amount billed each month directly to a credit or debit card. The failure to promptly pay any Billing Statement upon its receipt, or to pay a deposit when requested, shall relieve the Firm, after notice and discussions with representatives of the Town, of any further obligation to furnish legal services on the Town's behalf.

If any Billing Statement is not paid within thirty (30) days after its delivery to the Town, the Firm reserves the right to charge all past-due amounts to the bank account or credit card we have on file for the Town. The Firm also retains the right to charge interest at the rate of eighteen percent (18%) per annum, compounded annually, on any amount more than thirty (30) days past due.

The Town agrees to bring any disputes or questions as to fees or costs to the attention of the responsible attorney or our Accounting Manager, in writing, within fifteen (15) days of receipt of the Billing Statement. There is never a charge for contacting us with billing questions. If agreement cannot be reached, and either party wishes to pursue a resolution, the matter shall be submitted to the legal fee arbitration committee of the Colorado Bar Association for a binding and judicially enforceable arbitration award. In that event, the prevailing party shall be entitled to reasonable attorneys' fees and costs so incurred in that arbitration.

**Electronically Stored Information.** The Town is may be required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the subject of the representation. Preservation of documents including ESI is the Town's responsibility, and it is important that the Town take all necessary and reasonable steps to preserve this information.

**Use of Artificial Intelligence (AI).** The Firm may use AI tools in connection with the Town's representation. The Firm only uses AI platforms in a confidential manner, keeping all client data secure. If we use AI, we will independently verify the output of the AI platform before relying on its content.

**Termination or Withdrawal.** The Town may terminate our representation at any time by notifying us in writing. That termination will not affect the Town's responsibility for the payment of fees and costs incurred before termination or in connection with an orderly transition of the

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matter. We may withdraw from representation if the Town fails to fulfill its obligations under this Agreement, including the Town's obligation to pay our fees and expenses, or as permitted or required under the Colorado Rules of Professional Conduct, rules or orders of court, or upon reasonable notice to the Town.

**Document Retention.** At the conclusion of this Matter or upon termination of further representation of the Town, any original documents or property provided by the Town will be returned to the Town upon receipt of payment for outstanding fees and costs. The Firm will retain its own files pertaining to the Matter, in electronic form, for a reasonable length of time. We recommend that the Town keep all information relating to this Matter in a safe place where the Town can locate it and a secure location to protect attorney-client privilege.

Please review the terms of this Engagement Letter carefully and if these arrangements are acceptable to the Town, acknowledge The Town's acceptance by signing, dating, and returning a copy to us. Please keep a copy of this letter for The Town's records.

Please contact us with any questions. We look forward to working with you.

Thank you,

DIETZE AND DAVIS, P.C.



Carolyn R. Steffl, Esq.  
Karl Kumli, Esq.

Agreed to this 18 day of February, 2026.



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Glen Smith, Interim Town Administrator

<b>Title</b>	Dietze and Davis, P.C. has sent you a document to review and...
<b>File name</b>	20260218 CRS-KFK ... Palmer Lake.docx
<b>Document ID</b>	b9d847983a42bbe051d57daa4dcecbceca2f3451
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<b>Status</b>	● Signed

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## Document History



SENT

**02 / 18 / 2026**  
21:51:38 UTC

Sent for signature to Smith, Glen (gsmith@palmer-lake.org) by support@practicepanther.com acting on behalf of hcolburn@dietzedavis.com  
IP: 23.31.68.233



VIEWED

**02 / 18 / 2026**  
21:52:19 UTC

Viewed by Smith, Glen (gsmith@palmer-lake.org)  
IP: 23.31.87.233



SIGNED

**02 / 18 / 2026**  
21:57:22 UTC

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IP: 23.31.87.233



COMPLETED

**02 / 18 / 2026**  
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The document has been completed.