

**SUBJECT: APPROVAL OF ENGAGEMENT LETTER WITH SPECIAL
COUNSEL – AIRPORT TASK FORCE**

DATE: MARCH 4, 2025

**PRESENTED BY: COUNCILMEMBER DIETRICH HOEFNER
COUNCILMEMBER JUDI KERN
CITY ATTORNEY KATHLEEN KELLY**

SUMMARY:

On November 19, 2024 the City Council designated Councilmembers Dietrich Hoefner and Judi Kern to serve as a “Task Force” to work with City Attorney Kathleen Kelly to gather information and explore strategies to address impacts of the Rocky Mountain Metropolitan Airport (“RMMA”) on the City and its residents.

The Task Force met several times, and at the February 18, 2025 City Council meeting provided an update to the City Council and recommended the City obtain specialized legal advice regarding the City’s ability to affect changes at the airport that could reduce or mitigate the impacts on residents.

The attached engagement letter from attorney Margaret Martin would provide such specialized legal advice, focusing on federal law and the limits in places on municipal authority over airport operation. Ms. Martin has represented both airport authorities and municipalities, so she can also provide practical legal advice based on her experience of working within governmental agencies and with the constraints of federal law. Her full bio can be accessed here: <https://www.thompsonburton.com/attorney/margaret-martin>

It is anticipated she would provide a written memorandum and presentation (virtually) to the City Council, at an estimated cost of \$3,000 to \$5,000 for preparation and presentation.

FISCAL IMPACT:

Special counsel’s rate is \$450 per hour, with an estimated cost of \$3,000 to \$5,000 for preparation and presentation to the City Council.

RECOMMENDATION:

Approve engagement letter with attorney Margaret Martin.

ATTACHMENT(S):

1. Engagement Letter dated February 20, 2025 with Margaret Martin of Thompson Burton PLLC

SUBJECT: AIRPORT TASK FORCE – SPECIAL COUNSEL ENGAGEMENT**DATE: MARCH 4, 2025****PAGE 2 OF 2****STRATEGIC PLAN IMPACT:**

☐	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

THOMPSON BURTON PLLC

A T T O R N E Y S A T L A W
A PROFESSIONAL LIMITED LIABILITY COMPANY

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Licensed in TN, MD, and the District of Columbia

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February 20, 2025

Sent via email to kathleen@kellypc.com

Re: *Representation of the City of Louisville, Colorado*

Dear Ms. Kelly:

This letter will confirm our agreement for the provision of legal services by Thompson Burton PLLC (the "Firm") to the City of Louisville, Colorado ("you" or "your") and secure your approval of the fee arrangement and other conditions of this representation. We are very pleased that you have retained us and will, of course, answer any questions that you may have about these arrangements.

The Firm has been retained to represent you regarding matters concerning the Rocky Mountain Metropolitan Airport (the "Engagement"). You may limit or expand the scope of the Engagement at any time, provided that any expansion is in writing and by mutual consent.

Our fees will be charged on a tenth of an hour basis for all time actually expended and will be billed monthly. The hourly rates assigned to the attorneys in our firm vary according to the level of experience and expertise of the attorney. Margaret Martin and Myatt McClure will be the attorneys primarily working on this Engagement, with additional support from Sean Cusson as needed. Margaret's rate is \$450.00 an hour, Sean's rate is \$450.00 an hour, and Myatt's rate is \$295.00 an hour. At this time, we will not require a retainer for this Engagement.

We will bill you on a monthly basis with the understanding that the bills will be paid within thirty days after receipt. Our billing statements will contain an itemized description of the services rendered during the time period covered by the statement.

Please review our bills carefully when rendered. You agree that all questions and disputes will be brought to our attention promptly so that they can be addressed and resolved to our mutual satisfaction. Billing mistakes may occur on occasion, and we will be pleased to correct any that you might identify. Please feel free to discuss any questions regarding our statements with me.

Our Firm's policies and applicable professional rules of conduct concerning conflicts of interest are designed to protect the confidences, rights and interests of our clients, while permitting the Firm to advise and represent many different people and organizations. Neither you nor this Firm is aware of any actual conflict of interest in our representing you at this time. It is possible that some of our present or future clients will have disputes or transactions with you during the time that we are representing you. When the Firm becomes aware of a potential conflict of interest, we will discuss with you and determine how best to move forward.

Upon our completion of the services for which you have engaged us, our attorney-client relationship will be terminated. If you should thereafter engage us to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental terms of engagement. Further, either of us may terminate the Engagement at any time for any reason by written

notice, subject on our part to applicable Rules of Professional Conduct. In the event that we terminate the Engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter.

We look forward to working with you. I hope that you will let me know if at any time you feel that the service we are rendering or the manner or promptness with which we are responding to your requests for service can be improved. On behalf of Thompson Burton PLLC, I want to sincerely thank you for the opportunity to be of service.

Very truly yours,

THOMPSON BURTON PLLC



By: _____
Margaret Martin
Partner

**AGREED AND ACKNOWLEDGED
BY AN AUTHORIZED REPRESENTATIVE:**

By: _____

Name: _____

Title: _____

Date: _____