

**Jefferson Parkway Public Highway Authority**  
**Regular Board Meeting Agenda**  
**Thursday, June 28, 2018**  
**Arvada City Hall**  
**8101 Ralston Road, Arvada, CO 80002**



**Executive Session**  
**3:00 p.m.**  
**Council Conference Room, 3<sup>rd</sup> Floor**

Executive session, pursuant to C.R.S., Section 24-6-402(4)(a), Section 24-6-402(4)(b) and Section 24-6-402(4)(e) for the purposes of discussing real property matters, receiving legal advice on specific legal questions and determining positions relative to matters that may be subject to negotiations and instructing negotiators related to FAA matters, right-of-way agreements and professional services agreements.

**Regular Board Meeting immediately following Executive Session**  
**Council Chambers, 2<sup>nd</sup> Floor**

- I. Call to Order
- II. Pledge of Allegiance
- III. Approval of Minutes
  - A. May 17, 2018 Regular Board Meeting
- IV. Consent Items
- V. Report from Staff
  - A. FAA Update
  - B. Report of Strategic Advisor - Update
- VI. Report of the General Counsel
  - A. Status of P3 Counsel Procurement
- VII. New Business
  - A. Authorization to Issue a Request for Qualifications for a Private Partner to Finance, Design, Construct, Operate and Maintain the Jefferson Parkway
  - B. Approval of Intergovernmental Agreement by and between CDOT and JPPHA Regarding Process for Determining Future Improvements at Certain CDOT/Parkway Connection Points

VIII. Report from the Board of Directors

IX. Public Comment

X. Informational Items

XI. Adjournment

**NOTE: Minutes subject to change upon Board review/approval at their next regular meeting.**

**Jefferson Parkway Public Highway Authority  
Regular Board Meeting Minutes**



**Thursday, May 17, 2018  
Arvada City Hall  
8101 Ralston Road, Arvada, CO 80002**

**Executive Session  
3:00 p.m.  
Council Conference Room, 3<sup>rd</sup> Floor**

Howard Kenison requested matters for discussion that required an Executive Session, pursuant to C.R.S., Section 24-6-402(4)(a), Section 24-6-402(4)(b) and Section 24-6-402(4)(e) for the purposes of discussing real property matters, receiving legal advice on specific legal questions and determining positions relative to matters that may be subject to negotiations and instructing negotiators related to FAA matters, right-of-way agreements and professional services agreements.

Director Szabo made a motion to go into Executive Session for the purposes stated above. Director Beacom seconded the motion.

The following votes were cast on the Motion:  
Those voting Yes: Szabo, Beacom, Jones  
Absent: Ahrens, Williams

**Regular Board Meeting immediately following Executive Session  
Council Chambers, 2<sup>nd</sup> Floor**

**Call to Order:**

Chairman David Jones called the meeting of the Jefferson Parkway Public Highway Authority (JPPHA) to order at 4:00 p.m. Present were Director Libby Szabo and Director David Beacom. Also in attendance was Bill Ray, *Interim Exec. Director*; Tamara Seaver, *JPPHA Counsel*; Kevin Standbridge, *Broomfield Deputy City and County Manager*; Kate Newman, *Jefferson Co. Dep. County Administrator*; Chris Daly, *Arvada Counsel*; Ellen Wakeman, *Jeffco Counsel*; Lorraine Anderson, *RTD* and Steve Durian, *Jeffco Transportation and Engineer Director*

## **Pledge of Allegiance**

## **Approval of Minutes:**

Director Szabo made a motion to approve the April 2, 2018 board meeting minutes as presented. Director Beacom seconded the motion.

The following votes were cast on the Motion:

Those voting Yes: Szabo, Beacom, Jones

Absent: Ahrens, Williams

## **New Business:**

A. An Intergovernmental Agreement between the Jefferson Parkway Public Highway Authority (JPPHA) and the City of Arvada for the secondment of an Arvada employee to JPPHA

Tamara Seaver, General Counsel, explained that Bill Ray has been seconded from the City of Arvada to the JPPHA Board. She explained the provisions of the agreement.

Director Beacom made a motion to approve the Intergovernmental Agreement between the Jefferson Parkway Public Highway Authority (JPPHA) and the City of Arvada for the secondment of an Arvada employee to JPPHA. Director Szabo seconded the motion.

The following votes were cast on the Motion:

Those voting Yes: Szabo, Beacom, Jones

Absent: Ahrens, Williams

B. Consideration of Reimbursement Agreements by and between JPPHA and:

- 1) Jefferson County
- 2) Broomfield
- 3) Arvada

Bill Ray and Tamara Seaver explained the reimbursement agreements to the Authority. Ms. Seaver said these are amended and restated to simplify the calculations to each jurisdiction.

Director Szabo moved to approve all three of the Reimbursement Agreements as presented by staff and counsel. Director Beacom seconded the motion.

The following votes were cast on the Motion:

Those voting Yes: Szabo, Beacom, Jones

Absent: Ahrens, Williams

**Report from Staff:**

Bill Ray formally introduced Chris Koch, former City Clerk, who will provide administrative support to himself and the Authority.

Mr. Ray noted that the first meeting of the JPPHA was in May of 2008 and today's meeting constitutes the tenth anniversary meeting.

Mr. Ray reported on the progress with FAA and said a report will be presented at the June meeting.

Mr. Ray reported he will be retiring from the City of Arvada effective June 1 and will be gone from June 2 – 17 on vacation.

**Report from the General Counsel:** None

**Report from the Board of Directors:** None

**Informational Items:**

- A. JPAC March 15, 2018 meeting summary
- B. Loss Control Standards Audit Report

**Public Comment:**

- Marian Whitney, Arvada resident, addressed concerns about the company hired to do environmental assessments and issues related to soil sampling.

**Adjournment:** Meeting was adjourned at 4:18 p.m.

---

David Jones  
Chairman

---

Christine Koch  
Recording Secretary

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
STATE OF COLORADO DEPARTMENT OF TRANSPORTATION  
AND  
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY  
REGARDING  
JEFFERSON PARKWAY INTERSECTIONS AT STATE HIGHWAY 93 AND  
STATE HIGHWAY 128  
AND AN INTERCHANGE AT STATE HIGHWAY 72**

This **AGREEMENT** (the “Agreement”) is entered into effective as of this \_\_\_\_\_, day of \_\_\_\_\_, 2018 (“Effective Date”), by and between **JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**, a body corporate and political subdivision of the State of Colorado (“JPPHA”), and **THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION** (“CDOT”), (JPPHA and CDOT may individually be referred to herein as a “Party” or collectively referred to herein as the “Parties”).

**WHEREAS**, CDOT is an agency of the State of Colorado; and

**WHEREAS**, JPPHA is a body corporate and political subdivision of the State of Colorado created pursuant to the Public Highway Authority Law, Sections 43-4-501 *et seq.*, C.R.S.; an

**WHEREAS**, Section, 29-1-201 *et seq.* C.R.S., authorizes the State and political subdivisions to enter into agreements for the accomplishment of certain projects and programs the power for which is granted to each entity under law; and

**WHEREAS**, in accordance with Policy Directive 1601, the CDOT Transportation Commission has accepted and approved that system wide feasibility study submitted by JPPHA as memorized in TC Resolution #1752 in July 2009, subject to certain conditions; and

**WHEREAS**, the CDOT transportation commission reviewed those conditions in January of 2018 and confirmed that all conditions have been met; and

**WHEREAS**, HDR Inc. as authorized agent for JPPHA has submitted certain materials and information in support of several access permit applications at the intersections of the Jefferson Parkway at State Highway 93 (“SH 93”) and the Jefferson Parkway at State Highway 128 (“SH 128”) and State Highway 72 (“SH 72”); and

**WHEREAS**, within the next three (3) years, JPPHA anticipates awarding a concession to a private partner for the purpose of designing, constructing, operating, maintaining and financing the Jefferson Parkway, and

**WHEREAS**, CDOT and JPPHA have jointly determined that initially the SH 93

intersection and the SH 128 intersection shall be configured as an intersection with stop lights; and

**WHEREAS**, CDOT and JPPHA, have jointly determined that the SH 72 connection will be an interchange on the day the Jefferson Parkway opens to traffic; and

**WHEREAS**, it is the mutual interest of CDOT and JPPHA to establish a long-term protocol to review current and forecasted traffic levels to determine the nature and extent of future operational and structural improvements that will be needed to maintain acceptable levels of service.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the Parties to be sufficient, the Parties agree as follows:

**TERMS AND CONDITIONS**

**1. Existing Access Permit Application Status.**

CDOT hereby agrees that it formally found the access permit application and supporting information submitted by JPPHA on \_\_\_\_\_(date) and identified as \_\_\_\_\_ [official name/number/date to be inserted] (the “Permit Application”) to be sufficient and satisfactory to issue an access permit for SH 93 intersection and SH 128 intersection and the SH 72 interchange if requested without further review by CDOT for a period of three (3) years from the effective date of this Agreement. CDOT understands that JPPHA does not intend to request a CDOT Access Permit until such time as a private partner has been selected by JPPHA for the construction of the Jefferson Parkway. JPPHA currently anticipates private partner selection in 2019 and Jefferson Parkway construction commencing thereafter in 2020. CDOT hereby affirms and agrees that it will allow three (3) years from the date construction commences for the Jefferson Parkway for submittal of the CDOT Access Permit.

CDOT hereby agrees that only a change of greater than ten (10) percent in the Estimated Baseline Conditions within the above granted three (3) year window shall provide the basis for any additional evaluation or modification of the requirements to be met by JPPHA prior to access permit issuance.

**2. SH 93 Additional Lane Between Jefferson Parkway intersection and West 64<sup>th</sup> Avenue.**

CDOT and JPPHA agree that the Jefferson Parkway necessitates an additional southbound lane on SH 93 located approximately between the future intersection of SH 93 and the Jefferson Parkway and West 64<sup>th</sup> Avenue (the “SH 93 Southbound Lane”). The SH 93 Southbound Lane, shall be constructed by one of the Parties prior to the opening day of the Jefferson Parkway. CDOT understands and agrees that due to regional traffic increases in the area, the SH 93 Southbound Lane is needed within the next five (5) years regardless of and independent from the Jefferson Parkway’s construction.

JPPHA and CDOT agree to establish the updated costs, construction responsibility, timeline, cost sharing percentages by and between CDOT and JPPHA, and related terms, by separate intergovernmental agreement.. CDOT shall approve the foregoing intergovernmental agreement simultaneously with the its issuance of the access permit for SH 93.

**3. Baseline Level of Service Conditions.**

As of the Effective Date of this Agreement, CDOT and JPPHA expect anticipated Jefferson Parkway opening day traffic counts and level of service (“LOS”) for SH 93 intersection will be [\_\_\_\_\_] (fill in data here) CDOT and JPPHA expect anticipated Jefferson Parkway opening day traffic counts and LOS for the SH 128 intersection will be [\_\_\_\_\_] (fill in data here). These estimated opening day traffic counts shall be collectively referenced herein as the “Estimated Baseline Conditions”.

The Estimated Baseline Conditions shall be updated by JPPHA and shared with CDOT within thirty (30) days prior to the date upon which the Jefferson Parkway is fully and finally open for toll traffic (the “Baseline LOS Conditions”).

The Parties agree that the Baseline LOS Conditions reflect acceptable levels of service from the impacts of Jefferson Parkway Traffic at the intersections or interchanges of the Jefferson Parkway with SH 93, SH 72, and SH 128 as shown on then approved access permits. CDOT agrees and confirms that the performance standard for LOS is D for intersection delay and above level E through movements on the State Highway system at each intersection. For the avoidance of doubt, level of service changes for SH 93, SH 72 and SH 128 which are not caused by the Jefferson Parkway, but rather by increased regional population and traffic generally, shall not require the Jefferson Parkway to fund or participate in modifications to the interchanges or intersections at SH 93, SH 72 and SH 128. The JPPHA and CDOT District Engineer or his designate shall establish mutually agreeable periodic reviews of traffic conditions and monitoring requirements with respect to the Baseline LOS Conditions. These reviews shall be held at least every three (3) years from the Effective Date of this Agreement. CDOT may also request special reviews if anomalous LOS decreases or safety issues are noted. Operational or structural improvements, if agreed necessary, shall be negotiated and agreed by separate intergovernmental agreement and shall be implemented in a timely fashion so as to maintain the then-agreed LOS for intersection delay and through movements.

**4. Maintenance and Operations.**

The Parties agree that each party shall, following construction of the Jefferson Parkway, be responsible for the maintenance, operation and replacement of all structures and appurtenances installed or operated in connection with each access permit, according to ownership of said structures and appurtenances, and that a future operation and maintenance intergovernmental agreement shall be negotiated for this purpose similar to



those in existence with respect to the E-470 Public Highway Authority and the Northwest Parkway Public Highway Authority.

**5. No Third-Party Beneficiaries.**

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

**6. Miscellaneous.**

A. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party hereto, by the other Party shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when received in the United States' mail, first-class postage prepaid addressed to:

JPPHA:

Jefferson Parkway Public Highway Authority

\_\_\_\_\_  
\_\_\_\_\_

Attn: Executive Director

With a copy to:

Tamara K. Seaver  
Icenogle Seaver Pogue, PC  
4725 S. Monaco Street, Suite 360  
Denver, Colorado 80237

CDOT:

\_\_\_\_\_  
\_\_\_\_\_

Either Party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

B. Controlling Law and Venue. The Parties agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement or any Services to be provided hereunder shall lie in the Jefferson County district courts.

C. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

D. Governmental Immunity. Nothing in this Agreement or in any actions taken by JPPHA or CDOT pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statute, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), or the State's risk management statutes, Sections 24-30-1501, et seq., C.R.S., as applicable.

E. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

F. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provisions.

G. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

H. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

I. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the Parties.

*[remainder of page deliberately left blank]*

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have executed this First Amendment as of the date first written above.

JEFFERSON PARKWAY PUBLIC  
HIGHWAY AUTHORITY

\_\_\_\_\_  
By: Bill Ray  
Its: Executive Director

APPROVED AS TO FORM:

ICENOGLE SEAVER POGUE  
A Professional Corporation

\_\_\_\_\_  
General Counsel

DATE

APPROVED

BY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COLORADO DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_

By:

Its:

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

C.R.S. §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_

Date: \_\_\_\_\_