

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

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. April 2, 2018 Special Board Meeting
- IV. Consent Items
- V. 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.
  - B. Consideration of Reimbursement Agreements by and between JPPHA and:
    - 1) Jefferson County
    - 2) Broomfield
    - 3) Arvada
- VI. Report from Staff
- VII. Report of the General Counsel

- VIII. Report from the Board of Directors
- IX. Public Comment
- X. Informational Items
  - A. JPAC March 15, 2018 meeting summary
  - B. Loss Control Standards Audit Report
- XI. Adjournment

# Jefferson Parkway Public Highway Authority Special Board Meeting Minutes



Monday, April 2, 2018  
2:00 p.m.  
Arvada City Hall  
8101 Ralston Road, Arvada, CO 80002  
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 2:01 p.m. Present were Director Marc Williams, Director Libby Szabo, Director Randy Ahrens and Director David Beacom. Also in attendance was Bill Ray, *Interim Exec. Director*; Ed Icenogle, *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*

## Approval of Minutes:

Director Szabo made a motion to approve the January 18, 2018 board meeting minutes as presented. Director Beacom seconded the motion.

The following votes were cast on the Motion:

Those voting Yes: Williams, Szabo, Beacom, Jones, Ahrens

## New Business:

- A. CDM Smith gave a Traffic and Revenue Study presentation.
- B. Ernst & Young gave a P3 Feasibility presentation.

**Report from Staff:** None

**Report from the General Counsel:** None

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

**Public Comment:**

- Marian Whitney, Arvada resident, addressed the board regarding safety concerns related to the proposed parkway alignment near the former Rocky Flats site.
- Bonnie Graham Reed, Arvada resident, addressed the board regarding concern of contamination along the proposed parkway alignment near the former Rocky Flats site.
- Nancy Wiley, Arvada resident, addressed the board regarding concern of contamination related to the proposed parkway alignment near the former Rocky Flats site.

**Executive Session:**

Ed Icenogle, JPPHA Counsel, 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 Williams made a motion to go into Executive Session for the purposes stated above. Director Ahrens seconded the motion.

The following votes were cast on the Motion:

Those voting Yes: Williams, Szabo, Beacom, Jones, Ahrens

**Adjournment:** Meeting was adjourned at 3:59 p.m.

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David Jones  
Chairman

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Michele Broski  
Recording Secretary

**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**

This Secondment Agreement (this "Agreement") is made and entered effective as of the \_\_\_ day of \_\_\_, 2018 (the "Effective Date") by and between Jefferson Parkway Public Highway Authority ("JPPHA"), and the City of Arvada (the "Employer"). JPPHA and Employer are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, JPPHA is a public highway authority and political subdivision of the state created pursuant to C.R.S. §§ 43-4-501, *et seq.*, by the Establishing Contract for the Jefferson Parkway Public Highway Authority dated May 15, 2008; and

WHEREAS, JPPHA exists to finance, construct, operate and maintain the Jefferson Parkway; and

WHEREAS, Employer is a home rule municipal corporation of the State of Colorado; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Employer and JPPHA deem it necessary and beneficial that certain personnel currently employed by the Employer be seconded to JPPHA in order for JPPHA to benefit from the experience and expertise provided by those personnel; and

WHEREAS, Bill Ray ("Employee") is currently employed by Employer as a Deputy City Manager, and will continue to be employed by Employer in the future and during the term of this Agreement as a Special Projects Employee; and

WHEREAS, pursuant to the terms and conditions hereinafter set forth, Employer is ready, willing and able to assign and to second to JPPHA the Employee to serve JPPHA as Executive Director.

**NOW, THEREFORE**, in consideration of the foregoing, and in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

1. **Secondment Period.** The Employer hereby assigns and seconds the Employee to JPPHA on the terms and conditions described herein to serve as the Executive Director of JPPHA. The period of secondment with respect to the

Employee shall commence on June 1, 2018 and shall terminate on December 31, 2018, subject to the earlier termination of this Agreement based on the conditions set out herein (the "Secondment Period"). In the event the Parties determine that they wish to renew the Secondment Period on or before the termination date set forth above, the Secondment Period may be renewed for successive twelve-month periods (each a "Renewal Period") or until this Agreement is terminated by written agreement of the Parties or pursuant to the termination provisions set forth in section 8.

## 2. **Terms of Secondment.**

(a) The Employer agrees to provide the Employee's services to JPPHA on a secondment basis, for the duration of the Secondment Period and any Renewal Period, to act in the capacity of Executive Director for JPPHA. As the Executive Director, the Employee shall provide to JPPHA the services described in Exhibit A, attached hereto and incorporated herein by reference (the "Services").

(b) The Employee will provide the Services for an average of twenty (20) hours per week between Monday and Friday. In addition to such hours, the Employee may be required to work at other times as may be necessary for the proper performance of the Services. The Employee will be expected to work at City of Arvada, Wastewater Facility Building, 5555 W 56th Avenue, Arvada, Colorado and such other locations as may be reasonably required by JPPHA.

(c) The Employee will report to JPPHA's Board of Directors. The day-to-day direction and supervision of the Employee shall be the exclusive responsibility of JPPHA and its Board of Directors.

(d) JPPHA will submit reports on the performance or conduct of the Employee as and when reasonably requested by the Employer.

(e) JPPHA will be responsible for providing the Employer with all relevant information to enable the Employer to pay the Employee correctly (including but not limited to absences for, among other reasons, sickness, vacation, reportable incidents or accidents).

(f) The Employee shall not be deemed to be an employee of JPPHA by virtue of this Agreement. The Employee shall not be entitled to any salary, benefits, or worker's compensation insurance from JPPHA.

## 3. **Employee's Status.**

(a) The Employee shall remain an employee of the Employer throughout the Secondment Period and any Renewal Period.

(b) Unless otherwise agreed to in advance by the Parties, all of the terms and conditions that are applicable to Employer's employees generally, and as may, from time to time, be amended or modified, shall apply to Employee. Any variation to the Employee's terms of employment that may affect JPPHA's obligations hereunder, including but not limited to the Employee Compensation (as defined in section 5 below), will be negotiated between the Employer and JPPHA, and shall require approval by both the Employer and JPPHA. Approval may not be unreasonably withheld, delayed, or conditioned by either Party.

(c) During the Secondment Period and any Renewal Period, Employee shall have no responsibility to provide services to Employer, except as reasonably requested by Employer to provide advice and answer questions as needed in relation to the Employee's prior work as Deputy City Manager, and provided such services do not unreasonably interfere with Employee's duties to JPPHA and performance of the Services.

4. **Discipline.** All disciplinary matters shall be dealt with by the Employer in accordance with the Employer's normal disciplinary procedures. JPPHA agrees to report to the Employer, at the earliest possible opportunity, any disciplinary issues or grievances raised by or on behalf of the Employee, and all matters which JPPHA believes may require disciplinary action. At all times during the Secondment Period and any Renewal Period, JPPHA will cooperate with Employer as may reasonably be required in the administration of Employer's policies, procedures, and personnel rules with respect to the Employee, in the investigation of any alleged violation by the Employee of Employer's policies, procedures, or personnel rules, and in the administration of discipline. Notwithstanding any provision in this Agreement to the contrary, the Employee is, at all times while on the premises of the Employer subject to Employer's policies, procedures, and personnel rules, and JPPHA will assist the Employer in facilitating Employee's compliance therewith.

5. **Salary and Benefits.**

(a) Employer and JPPHA agree that the Employee shall be paid on an hourly basis at the rate of \$113.69 per hour. This hourly rate will be subject to periodic increases if and when the Employee becomes eligible for an increase in compensation under Employer's compensation system. Employer will give JPPHA thirty (30) days advance notice of any anticipated increase in Employer's hourly rate under this Agreement during the Secondment Period and any Renewal Period.

(b) During the Secondment Period and any Renewal Period, the Employer shall be responsible for the payment of the Employee's wages, benefits, workers' compensation insurance, and any allowances, subject to required deductions in accordance with the Employer's policies and all laws applicable to Employer for the performance of the Services (the "Employee Compensation").

(c) JPPHA shall reimburse the Employer the amount of the Employee Compensation properly and reasonably incurred by the Employer in the Employee's course of performing Services for JPPHA pursuant to this Agreement. Employer will submit an invoice to JPPHA for Employee's Services no less frequently than once per quarter. JPPHA will pay the amount shown on the invoice to Employer within one month of the date of the invoice.

6. **Leave, Sick or Other Absence.** The Employee will continue to be eligible for leave, holidays and paid time off pursuant to the terms and conditions established by the Employer's policies. Employee will give reasonable advance notice to the Chairman of the Board of Directors prior to any extended leave or other time off.

7. **Health and Safety.** During the Secondment Period and any Renewal Period, the Employee shall comply with JPPHA's instructions regarding security, safety, health, and welfare at work. JPPHA will comply with any reasonable requests by the Employer for information relating to the health and safety of the Employee during the Secondment Period and any Renewal Period.

8. **Termination.**

(a) Except as otherwise specifically provided herein, either Party may terminate this Agreement upon at least sixty (60) days' notice to the other Party. The Parties may also terminate this Agreement at any time by mutual, written agreement.

(b) If JPPHA alleges that the Employee has failed to perform the Services or has contravened JPPHA's policies, JPPHA may suspend or terminate this Agreement upon seven (7) days' notice to Employer. This notice must be in writing and must contain specific information about the circumstances of the allegations. Employer shall be entitled to rely upon JPPHA's statements in such circumstance and shall have no obligation to investigate or otherwise ascertain the factual basis of any allegation. Any allegation made in such circumstance shall be deemed solely that of JPPHA in the event of any dispute with Employee arising from termination of this Agreement under this section 8(b).



(c) Either Party may terminate this Agreement due to a default or breach by the other Party. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of 10 days within which to cure said default. In the event the default remains uncorrected thereafter, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

(d) JPPHA shall remain responsible for reimbursement of any Employee Compensation incurred by Employer under this Agreement prior to its termination and irrespective of the actual date of termination. This provision shall survive termination of this Agreement.

9. **Subject to Annual Appropriations.** The Parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the Parties contained herein are subject to annual appropriation by their governing bodies of sufficient funds to carry out their respective obligations hereunder.

10. **General Provisions.**

(a) Special Damages. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity.

(b) Waiver. The waiver by either Party of any breach by the other of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.

(c) Governing Law. This Agreement shall be governed exclusively by the laws of the State of Colorado.

(d) Venue. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Jefferson County, Colorado.

(e) Amendments. This Agreement may be amended at any time by written agreement of the Parties.

(f) Compliance with All Laws. The Parties shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

(g) Notices. All notices which are required or which may be given under this Agreement shall be effective when delivered in person or mailed via registered or certified mail, postage prepaid and sent to the address set forth on each signature page attached hereto, unless another address is certified to the other Party.

(h) Assignment. The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a breach of this Agreement.

(i) Entire Agreement. This Agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between the Parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.

(j) Severability. The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

(k) Counterparts; Electronic Signatures. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

(l) No Joint Venture or Partnership. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

(m) No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person, including but not limited to Employee, not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

(n) Section Headings. The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents of the sections they introduce, and shall have no bearing on the construction of the sections they introduce.

(o) Governmental Immunity. Notwithstanding any other provision of this Agreement, nothing in 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, §24-10-101, *et seq.*, C.R.S. Each Party hereto shall be responsible for its own negligence and that of its agents and employees in the performance of this Agreement. If either Party is given notice of claim or suit against or involving the other arising from the actions to be performed hereunder, it agrees to give the other Party prompt written notice of such claim or suit.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Intergovernmental Agreement between the Jefferson Parkway Public Highway Authority (JPPHA) and the City of Arvada for the Secondment of an Arvada Employee to JPPHA to be executed on the dates noted below.

JEFFERSON PARKWAY PUBLIC  
HIGHWAY AUTHORITY

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

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

Address:

CITY OF ARVADA, a Colorado home rule  
municipal corporation

By: \_\_\_\_\_  
Mark Deven, City Manager

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

Address: 8101 Ralston Road  
Arvada, CO 80002  
\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
Christopher K. Daly, City Attorney

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

Exhibit A  
Description of the Services

The proposed scope of duties for the Executive Director are to provide general management and supervision of the Jefferson Parkway and for all contracted individuals and firms currently engaged in the various aspects of the project. Typical tasks and duties include:

- Providing direction and feed back to Procurement pursuit team.
- Representing the Authority in various outreach efforts to the private sector leading to a concession agreement.
- Directing strategy to legal team engaged with the FAA
- Working with engineering consultants to complete permitting necessary from CDOT for access permits.
- Preparation of agendas, monitoring expenditures, budget preparation and other routine aspects of local government
- Managing citizen engagement process.
- Responding to media inquiries and questions from citizens and various stakeholders.
- Representing the Authority in various local, regional and national forums.
- Completing the metes and bounds of the parkway ROW through various publicly owned parcels.

**AMENDED AND RESTATED  
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY  
AND THE COUNTY OF JEFFERSON  
ADVANCE AND REIMBURSEMENT AGREEMENT**

This **AMENDED AND RESTATED ADVANCE AND REIMBURSEMENT AGREEMENT** (the "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between **JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**, a body corporate and political subdivision of the State of Colorado (the "Authority") and Jefferson County, a Colorado County (the "Member"), individually referred to herein as "Party" and collectively referred to herein as "Parties."

**RECITALS**

**WHEREAS**, the Authority was formed and exists as a public highway authority pursuant to §§ 43-4-501, *et seq.*, C.R.S. and the Amended and Restated Establishing Contract for the Jefferson Parkway Public Highway Authority dated October 4, 2010, by and between the City of Arvada, County of Jefferson and City and County of Broomfield (the "Establishing Contract") for the purpose of financing, constructing, operating or maintaining the Jefferson Parkway; and

**WHEREAS**, the Authority, the City of Arvada, County of Jefferson and City and County of Broomfield agree that the creation of the Authority to finance, construct, operate and maintain the Jefferson Parkway and all related improvements and appurtenances is of significant public benefit to each jurisdiction and to the Denver Metropolitan Region generally; and

**WHEREAS**, the Authority and the Member agree that the advance of funds for the creation of the Authority, operation costs (including legal, accounting, design, engineering and management costs related thereto) and acquisition of real property necessary for the construction of certain public improvements and facilities related to the Jefferson Parkway (the "Property") of the type authorized in the Establishing Contract (collectively the "Advances", for the avoidance of any confusion, the term "Advances" may be used herein to refer collectively to the terms "Right-of-Way Contribution," "Cash Advance," and "In-Kind Contribution" as the foregoing are defined below), on behalf of or to the Authority is consistent with the public objectives and purposes of the Authority; and

**WHEREAS**, included among the powers of the Authority and/or its Board of Directors (the "Board"), pursuant to §§ 43-4-505(3)(f) and 43-4-506(1)(c), (e), (f) and (g), C.R.S., are the powers to enter into contracts and agreements affecting the affairs of the Authority; to appoint, hire, and retain employees, agents, engineers, attorneys, accountants, financial advisors, investment bankers and other consultants; to pledge all or any portion of its revenues to the payment of bonds of the Authority; to finance the Jefferson Parkway; and to acquire real and personal property; and

**WHEREAS**, the Authority is authorized to pledge all or any portion of its revenues to the payment of bonds of the Authority pursuant to § 43-4-506(1)(e), C.R.S., which the Authority may

issue for the purpose of financing the Jefferson Parkway and/or further recognizing or satisfying its obligations hereunder (the "Bonds"); and

**WHEREAS**, as of the Effective Date the Member has made Advances to the Authority; and

**WHEREAS**, the Board has determined that the best interests of the Authority, its users and the public will be served by the Authority's acknowledgement and reimbursement of the Advances; and

**WHEREAS**, the Authority currently has inadequate financial resources for operations costs or to acquire the Property; and

**WHEREAS**, the Member may make further Advances to assist the Authority; and

**WHEREAS**, the Authority and the Member desire to enter into this Agreement concerning and recognizing the Advances and the reimbursement of the Advances by the Authority;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### COVENANTS AND AGREEMENTS

The Recitals set forth above are hereby incorporated in this Agreement.

I. Purpose of the Agreement. This Agreement establishes the terms and conditions (a) upon which the Member makes Advances to the Authority and (b) upon which the Authority makes reimbursement to the Member for the Advances.

II. Advances.

A. Contribution of Real Property for Right-of-Way. The Member may, in compliance with applicable law, contribute real property to the Authority for use as right-of-way for the Jefferson Parkway, on terms as may be mutually agreed upon by the Parties (the "Right-of-Way Contribution"). The Authority shall provide, at the request of the Member, substantiation of the need for such Right-of-Way Contributions.

1. Recognition of Right-of-Way Contribution(s). The Authority acknowledges that on or before the Effective Date, the Member has made Right-of-Way Contributions to the Authority, as generally described on the "Recognition of Advances Spreadsheet" attached hereto as **Exhibit A** and incorporated herein by this reference. Any additional Right-of-Way Contribution(s) to the Authority shall be recorded in accordance with paragraph II(A)(2) below.

2. Additional Right-of-Way Contribution(s). As soon as practical after the Member makes additional Right-of-Way Contribution(s) to the Authority after the Effective Date, the Parties shall record the same on the Recognition of Advances Spreadsheet attached hereto as Exhibit A. The Parties agree to update the Recognition of Advances Spreadsheet at least annually.

3. Reimbursement of Right-of-Way Contribution(s). Upon issuance of Bonds to others than Members for financing the Jefferson Parkway or entering into a concession and lease agreement or similar agreement that provides for reimbursement of the Advances, the Authority shall reimburse the Member for the Advances, subject to the payment priority set forth herein. In the event the Bonds do not issue, a concession and lease agreement or similar agreement is not entered into, the proceeds from such Bonds, concession and lease agreement or similar agreement are not sufficient to repay such Advances, the Authority shall reimburse for the Advances, subject to the payment priority set forth herein, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

Reimbursement of Right-of-Way Contribution(s) shall be given the following priority: First priority is given to Right-of-Way Contribution(s) by a single member government of the Authority; second priority is given to Right-of-Way Contribution(s) by any combination of two member governments of the Authority; third priority is given to Right-of-Way Contribution(s) by all three member governments of the Authority. All Right-of-Way Contribution(s) by a single member government of the Authority outstanding as of the date of a reimbursement must be reimbursed prior to reimbursement of any Right-of-Way Contribution(s) by any combination of two member governments of the Authority. Likewise, all Right-of-Way Contribution(s) by any combination of two member governments of the Authority outstanding as of the date of a reimbursement must be reimbursed prior to reimbursement of any Right-of-Way Contribution(s) by all three member governments of the Authority.

Right-of-Way Contribution(s) shall be valued as follows for purposes of reimbursement hereunder: All Right-of-Way Contribution(s) shall be valued at Twenty-Eight Thousand Dollars (\$28,000) per acre, except that Right-of-Way Contribution(s) of property purchased by a Member specifically for the purpose of contribution to the Authority for purposes of construction of the Jefferson Parkway, as mutually agreed to by the Authority and the Member, shall be valued at actual purchase price, plus the cost of direct expenses, including, but not limited to, the cost of appraisals and title work.

B. Cash Advances for Organizational and Operations Costs. The Member may, in compliance with applicable law, provide cash advances to the Authority for organizational and operations costs, on terms as may be mutually agreed upon by the Parties, for use by the Authority for any purposes allowed it under law (the "Cash Advances"). The Authority shall provide, at the request of the Member, substantiation of the need for such Cash Advances.

1. Recognition of Advances. The Authority acknowledges that, as of the Effective Date, the Member has made Cash Advances to the on the dates and in the



amounts as shown on the Recognition of Advances Spreadsheet attached hereto as Exhibit A, toward the Authority's organization and operating expenses. Any additional Cash Advance(s) to the Authority for operations costs shall be recorded in accordance with paragraph II(B)(2) below.

2. Additional Cash Advances. As soon as practical after the Member makes an additional Cash Advance to the Authority after the Effective Date, the Parties shall record the same on the Recognition of Advances Spreadsheet attached hereto as Exhibit A. If for any reason, the Authority does not approve submissions of Advances, the Member may resubmit such Advances to the Authority for reconsideration. The Parties agree to update the Recognition of Advances Spreadsheet at least annually. Further, the Authority shall direct its accountant to account for any Cash Advances in such fashion that the amounts thereof, including the interest, principal and total amounts outstanding, shall be readily ascertainable. The Member may request an inspection of the accounting of such funds.

3. Reimbursement of Cash Advances. Upon issuance of Bonds to others than Members for financing the Jefferson Parkway or entering into a concession and lease agreement or similar agreement that provides for reimbursement of the Advances, the Authority shall reimburse the Member for the Advances, subject to the payment priority set forth herein. In the event the Bonds do not issue, a concession and lease agreement or similar agreement is not entered into, the proceeds from such Bonds, concession and lease agreement or similar agreement are not sufficient to repay such Advances, the Authority shall reimburse for the Advances, subject to the payment priority set forth herein, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

Reimbursement of Cash Advances shall only be made after reimbursement of all Right-of-Way Contributions made by the Member in accordance with paragraph II(A) of this Agreement or made by another member government of the Authority in accordance with paragraph II(A) of a similar advance and reimbursement agreement and outstanding at the time of such reimbursement.

The Authority shall reimburse the Member for the Cash Advances for organization and operations costs, together with interest at the federal funds rate plus one percent (1%) per annum, to be recalculated annually on June 30<sup>th</sup>, on such sums advanced, subject to this paragraph II(B)(3). Interest shall accrue as of the date each Cash Advance is made to the Authority, provided, however, that no interest shall begin to accrue on any Cash Advance made to the Authority prior to the date on which the Authority was officially formed. The Authority shall make payment for the Cash Advances, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

C. In-Kind Contributions. The Member may, in compliance with applicable law, contribute Member staff time and administrative support services to the Authority for use for use in organizing and operating the Authority, on terms as may be mutually agreed upon by the

Parties (the "In-Kind Contribution"). The Authority shall provide, at the request of the Member, substantiation of the need for such In-Kind Contribution(s).

1. Recognition of In-Kind Contribution(s). The Authority acknowledges that, as of the Effective Date, the Member has made In-Kind Contribution(s) to the Authority, as generally described on the Recognition of Advances Spreadsheet attached hereto as Exhibit A. Any additional In-Kind Contribution(s) to the Authority shall be recorded in accordance with paragraph II(C)(2) below.

2. Additional In-Kind Contribution(s). As soon as practical after the Member makes additional In-Kind Contribution(s) to the Authority after the Effective Date, the Parties shall record the same on the Recognition of Advances Spreadsheet attached hereto as Exhibit A. If for any reason, the Authority does not approve submissions of additional In-Kind Contribution(s), the Member may resubmit such additional In-Kind Contribution(s) to the Authority for reconsideration. The Parties agree to update the Recognition of Advances Spreadsheet at least annually.

3. Reimbursement of In-Kind Contribution(s). Upon issuance of Bonds to others than Members for financing the Jefferson Parkway or entering into a concession and lease agreement or similar agreement that provides for reimbursement of the Advances, the Authority shall reimburse the Member for the Advances, subject to the payment priority set forth herein. In the event the Bonds do not issue, a concession and lease agreement or similar agreement is not entered into, the proceeds from such Bonds, concession and lease agreement or similar agreement are not sufficient to repay such Advances, the Authority shall reimburse for the Advances, subject to the payment priority set forth herein, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

Reimbursement of In-Kind Contributions shall only be made after reimbursement of all Right-of-Way Contributions and all Cash Advances made by the Member in accordance with paragraphs II(A) and II(B) of this Agreement or made by another member government of the Authority in accordance with paragraphs II(A) and II(B) of a similar advance and reimbursement agreement and outstanding at the time of such reimbursement. Reimbursement of In-Kind Contributions made by the City of Arvada shall be paid before reimbursement of In-Kind Contributions made by Jefferson County or the City and County of Broomfield. Reimbursement of In-Kind Contributions made by Jefferson County and the City and County of Broomfield shall be given equal priority.

III. Bonds/Agreements. The Member acknowledges and agrees that, execution of this Agreement notwithstanding, the Authority shall determine in its sole discretion whether and when to proceed with a Bond issuance and/or enter into a concession and lease agreement or similar agreement. The Authority has no obligation to proceed with the Bond issuance and/or enter into a concession and lease agreement or similar agreement. The Authority agrees to use due diligence to issue the Bonds and/or enter into a concession and lease agreement or similar agreement at the earliest practicable date and to repay the Advances as soon as it has funds legally available.

IV. Term of Agreement. This Agreement shall be in effect for a term of fifty (50) years after the Effective Date unless terminated pursuant to paragraph V.

V. Termination. This Agreement shall terminate only upon mutual written agreement of the Authority and the Member.

VI. Agreement by Member Not an Indebtedness or Multiple Fiscal Year Financial Obligation. The Member's obligations under this Agreement shall be subject to annual appropriation by the governing body of the Member in its sole discretion. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect debt or other financial obligation of the Member within the meaning of Article X, Section 20 of the Colorado Constitution.

VII. Notice and Place for Payments. Any notices, demands or other communications required or permitted to be given in writing hereunder shall be delivered personally, sent by facsimile with a hard copy sent immediately by first class mail, or sent by first class mail, addressed to the parties at the addresses set forth below, or at such address as either party may hereafter or from time to time designate by written notice to the other party in accordance herewith.

To the Authority:

Jefferson Parkway Public Highway Authority  
Attn: Board of Directors  
c/o City of Arvada City Manager's Office  
8101 Ralston Road  
Arvada, Colorado 80001

With a copy to:

Icenogle Seaver Pogue, P.C.  
Attn: Tamara K. Seaver  
4725 South Monaco Street, Suite 360  
Denver, Colorado 80237  
Telephone: 303.837.3004  
E-Mail: [TSeaver@ISP-Law.com](mailto:TSeaver@ISP-Law.com)

To the Member:

Jefferson County  
Attn: Kate Newman, Deputy County Manager  
Jefferson County Manager's Office  
100 Jefferson County Parkway  
Golden, Colorado 80419  
Telephone: 303.271.8567

E-Mail: [knewman@jeffco.com](mailto:knewman@jeffco.com)

VIII. Amendments. This Agreement contains all of the terms agreed upon by and among the Parties. This Agreement may only be amended or modified by a writing executed by both Parties.

IX. Binding Effect. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties.

X. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the Advances to the Authority for organization costs, costs of maintenance and operations, and costs of capital construction of Improvements, the reimbursement obligations, and the acquisition of Improvements, and sets forth the rights, duties and obligations of each Party to the other as of this date. Any prior agreements, including, but not limited to, that certain Advance and Reimbursement Agreement entered into by and between the Parties effective on April 17, 2014, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

XI. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other 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.

XII. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Authority or the Member pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended from time to time.

XIII. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

XIV. Assignment. This Agreement may not be assigned without the express written consent of the Parties hereto.

XV. Authority. By its execution hereof, each party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this document and bind the respective Party to the terms hereof.

XVI. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

**[The remainder of this page left intentionally blank.]**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective the day and year first written above.

**JEFFERSON PARKWAY PUBLIC HIGHWAY  
AUTHORITY:**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

**JEFFERSON COUNTY BOARD OF COUNTY  
COMMISSIONERS:**

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Recognition of Advances Spreadsheet**



**ADVANCES**

YEAR	Description	RIGHT-OF-WAY			CASH		IN-KIND		
		Total Amount	Type	Advance Amount	Advance Amount	Type	Description	Advance Amount	
2008					\$100,000.00				
2009					\$300,000.00				
2010	Site Analysis VOR relocation at Rocky Mountain Metro Airport	\$59,897.00	1	\$59,897.00	\$100,000.00				
2011	Rocky Flats Transportation Corridor, Approximately 100 acres	\$2,800,000.00	3	\$1,225,000.00	\$220,000.00				
2012					\$200,000.00				
2013					\$200,000.00				
2014					\$200,000.00				
2014	(after IGA)								
2015	Draft Parkway Alignment Alternative Analysis	\$45,877.00	1	\$45,877.00	\$200,000.00				
2016	Hotchkiss Parcel, Approximately 4 acres	\$1,194,674.16	2	\$597,337.08	\$200,000.00				
2017					\$400,000.00				
2018									
2019									
2020									
2021									
2022									
2023									
2024									
<b>TOTAL</b>				\$1,928,111.08	\$2,120,000.00		\$177,932.00	<b>GRAND TOTAL</b>	\$4,226,043.08

UPDATED AND APPROVED EFFECTIVE: \_\_\_\_\_

Jefferson County Board of County Commissioners

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

Attest:

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

Jefferson Parkway Public Highway Authority

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

Attest:

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

**AMENDED AND RESTATED  
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY  
AND THE CITY AND COUNTY OF BROOMFIELD  
ADVANCE AND REIMBURSEMENT AGREEMENT**

This **AMENDED AND RESTATED ADVANCE AND REIMBURSEMENT AGREEMENT** (the "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between **JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**, a body corporate and political subdivision of the State of Colorado (the "Authority") and the City and County of Broomfield, a Colorado City and County (the "Member"), individually referred to herein as "Party" and collectively referred to herein as "Parties."

**RECITALS**

**WHEREAS**, the Authority was formed and exists as a public highway authority pursuant to §§ 43-4-501, *et seq.*, C.R.S. and the Amended and Restated Establishing Contract for the Jefferson Parkway Public Highway Authority dated October 4, 2010, by and between the City of Arvada, County of Jefferson and City and County of Broomfield (the "Establishing Contract") for the purpose of financing, constructing, operating or maintaining the Jefferson Parkway; and

**WHEREAS**, the Authority, the City of Arvada, County of Jefferson and City and County of Broomfield agree that the creation of the Authority to finance, construct, operate and maintain the Jefferson Parkway and all related improvements and appurtenances is of significant public benefit to each jurisdiction and to the Denver Metropolitan Region generally; and

**WHEREAS**, the Authority and the Member agree that the advance of funds for the creation of the Authority, operation costs (including legal, accounting, design, engineering and management costs related thereto) and acquisition of real property necessary for the construction of certain public improvements and facilities related to the Jefferson Parkway (the "Property") of the type authorized in the Establishing Contract (collectively the "Advances", for the avoidance of any confusion, the term "Advances" may be used herein to refer collectively to the terms "Right-of-Way Contribution," "Cash Advance," and "In-Kind Contribution" as the foregoing are defined below), on behalf of or to the Authority is consistent with the public objectives and purposes of the Authority; and

**WHEREAS**, included among the powers of the Authority and/or its Board of Directors (the "Board"), pursuant to §§ 43-4-505(3)(f) and 43-4-506(1)(c), (e), (f) and (g), C.R.S., are the powers to enter into contracts and agreements affecting the affairs of the Authority; to appoint, hire, and retain employees, agents, engineers, attorneys, accountants, financial advisors, investment bankers and other consultants; to pledge all or any portion of its revenues to the payment of bonds of the Authority; to finance the Jefferson Parkway; and to acquire real and personal property; and

**WHEREAS**, the Authority is authorized to pledge all or any portion of its revenues to the payment of bonds of the Authority pursuant to § 43-4-506(1)(e), C.R.S., which the Authority may



issue for the purpose of financing the Jefferson Parkway and/or further recognizing or satisfying its obligations hereunder (the "Bonds"); and

**WHEREAS**, as of the Effective Date the Member has made Advances to the Authority; and

**WHEREAS**, the Board has determined that the best interests of the Authority, its users and the public will be served by the Authority's acknowledgement and reimbursement of the Advances; and

**WHEREAS**, the Authority currently has inadequate financial resources for operations costs or to acquire the Property; and

**WHEREAS**, the Member may make further Advances to assist the Authority; and

**WHEREAS**, the Authority and the Member desire to enter into this Agreement concerning and recognizing the Advances and the reimbursement of the Advances by the Authority;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### COVENANTS AND AGREEMENTS

The Recitals set forth above are hereby incorporated in this Agreement.

I. Purpose of the Agreement. This Agreement establishes the terms and conditions (a) upon which the Member makes Advances to the Authority and (b) upon which the Authority makes reimbursement to the Member for the Advances.

II. Advances.

A. Contribution of Real Property for Right-of-Way. The Member may, in compliance with applicable law, contribute real property to the Authority for use as right-of-way for the Jefferson Parkway, on terms as may be mutually agreed upon by the Parties (the "Right-of-Way Contribution"). The Authority shall provide, at the request of the Member, substantiation of the need for such Right-of-Way Contributions.

1. Recognition of Right-of-Way Contribution(s). The Authority acknowledges that on or before the Effective Date, the Member has made Right-of-Way Contributions to the Authority, as generally described on the "Recognition of Advances Spreadsheet" attached hereto as **Exhibit A** and incorporated herein by this reference. Any additional Right-of-Way Contribution(s) to the Authority shall be recorded in accordance with paragraph II(A)(2) below.

2. Additional Right-of-Way Contribution(s). As soon as practical after the Member makes additional Right-of-Way Contribution(s) to the Authority after the Effective Date, the Parties shall record the same on the Recognition of Advances Spreadsheet attached hereto as Exhibit A. The Parties agree to update the Recognition of Advances Spreadsheet at least annually.

3. Reimbursement of Right-of-Way Contribution(s). Upon issuance of Bonds to others than Members for financing the Jefferson Parkway or entering into a concession and lease agreement or similar agreement that provides for reimbursement of the Advances, the Authority shall reimburse the Member for the Advances, subject to the payment priority set forth herein. In the event the Bonds do not issue, a concession and lease agreement or similar agreement is not entered into, the proceeds from such Bonds, concession and lease agreement or similar agreement are not sufficient to repay such Advances, the Authority shall reimburse for the Advances, subject to the payment priority set forth herein, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

Reimbursement of Right-of-Way Contribution(s) shall be given the following priority: First priority is given to Right-of-Way Contribution(s) by a single member government of the Authority; second priority is given to Right-of-Way Contribution(s) by any combination of two member governments of the Authority; third priority is given to Right-of-Way Contribution(s) by all three member governments of the Authority. All Right-of-Way Contribution(s) by a single member government of the Authority outstanding as of the date of a reimbursement must be reimbursed prior to reimbursement of any Right-of-Way Contribution(s) by any combination of two member governments of the Authority. Likewise, all Right-of-Way Contribution(s) by any combination of two member governments of the Authority outstanding as of the date of a reimbursement must be reimbursed prior to reimbursement of any Right-of-Way Contribution(s) by all three member governments of the Authority.

Right-of-Way Contribution(s) shall be valued as follows for purposes of reimbursement hereunder: All Right-of-Way Contribution(s) shall be valued at Twenty-Eight Thousand Dollars (\$28,000) per acre, except that Right-of-Way Contribution(s) of property purchased by a Member specifically for the purpose of contribution to the Authority for purposes of construction of the Jefferson Parkway, as mutually agreed to by the Authority and the Member, shall be valued at actual purchase price, plus the cost of direct expenses, including, but not limited to, the cost of appraisals and title work.

B. Cash Advances for Organizational and Operations Costs. The Member may, in compliance with applicable law, provide cash advances to the Authority for organizational and operations costs, on terms as may be mutually agreed upon by the Parties, for use by the Authority for any purposes allowed it under law (the "Cash Advances"). The Authority shall provide, at the request of the Member, substantiation of the need for such Cash Advances.

1. Recognition of Advances. The Authority acknowledges that, as of the Effective Date, the Member has made Cash Advances to the on the dates and in the

amounts as shown on the Recognition of Advances Spreadsheet attached hereto as Exhibit A, toward the Authority's organization and operating expenses. Any additional Cash Advance(s) to the Authority for operations costs shall be recorded in accordance with paragraph II(B)(2) below.

2. Additional Cash Advances. As soon as practical after the Member makes an additional Cash Advance to the Authority after the Effective Date, the Parties shall record the same on the Recognition of Advances Spreadsheet attached hereto as Exhibit A. If for any reason, the Authority does not approve submissions of Advances, the Member may resubmit such Advances to the Authority for reconsideration. The Parties agree to update the Recognition of Advances Spreadsheet at least annually. Further, the Authority shall direct its accountant to account for any Cash Advances in such fashion that the amounts thereof, including the interest, principal and total amounts outstanding, shall be readily ascertainable. The Member may request an inspection of the accounting of such funds.

3. Reimbursement of Cash Advances. Upon issuance of Bonds to others than Members for financing the Jefferson Parkway or entering into a concession and lease agreement or similar agreement that provides for reimbursement of the Advances, the Authority shall reimburse the Member for the Advances, subject to the payment priority set forth herein. In the event the Bonds do not issue, a concession and lease agreement or similar agreement is not entered into, the proceeds from such Bonds, concession and lease agreement or similar agreement are not sufficient to repay such Advances, the Authority shall reimburse for the Advances, subject to the payment priority set forth herein, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

Reimbursement of Cash Advances shall only be made after reimbursement of all Right-of-Way Contributions made by the Member in accordance with paragraph II(A) of this Agreement or made by another member government of the Authority in accordance with paragraph II(A) of a similar advance and reimbursement agreement and outstanding at the time of such reimbursement.

The Authority shall reimburse the Member for the Cash Advances for organization and operations costs, together with interest at the federal funds rate plus one percent (1%) per annum, to be recalculated annually on June 30<sup>th</sup>, on such sums advanced, subject to this paragraph II(B)(3). Interest shall accrue as of the date each Cash Advance is made to the Authority, provided, however, that no interest shall begin to accrue on any Cash Advance made to the Authority prior to the date on which the Authority was officially formed. The Authority shall make payment for the Cash Advances, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

C. In-Kind Contributions. The Member may, in compliance with applicable law, contribute Member staff time and administrative support services to the Authority for use for use in organizing and operating the Authority, on terms as may be mutually agreed upon by the

Parties (the "In-Kind Contribution"). The Authority shall provide, at the request of the Member, substantiation of the need for such In-Kind Contribution(s).

1. Recognition of In-Kind Contribution(s). The Authority acknowledges that, as of the Effective Date, the Member has made In-Kind Contribution(s) to the Authority, as generally described on the Recognition of Advances Spreadsheet attached hereto as Exhibit A. Any additional In-Kind Contribution(s) to the Authority shall be recorded in accordance with paragraph II(C)(2) below.

2. Additional In-Kind Contribution(s). As soon as practical after the Member makes additional In-Kind Contribution(s) to the Authority after the Effective Date, the Parties shall record the same on the Recognition of Advances Spreadsheet attached hereto as Exhibit A. If for any reason, the Authority does not approve submissions of additional In-Kind Contribution(s), the Member may resubmit such additional In-Kind Contribution(s) to the Authority for reconsideration. The Parties agree to update the Recognition of Advances Spreadsheet at least annually.

3. Reimbursement of In-Kind Contribution(s). Upon issuance of Bonds to others than Members for financing the Jefferson Parkway or entering into a concession and lease agreement or similar agreement that provides for reimbursement of the Advances, the Authority shall reimburse the Member for the Advances, subject to the payment priority set forth herein. In the event the Bonds do not issue, a concession and lease agreement or similar agreement is not entered into, the proceeds from such Bonds, concession and lease agreement or similar agreement are not sufficient to repay such Advances, the Authority shall reimburse for the Advances, subject to the payment priority set forth herein, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

Reimbursement of In-Kind Contributions shall only be made after reimbursement of all Right-of-Way Contributions and all Cash Advances made by the Member in accordance with paragraphs II(A) and II(B) of this Agreement or made by another member government of the Authority in accordance with paragraphs II(A) and II(B) of a similar advance and reimbursement agreement and outstanding at the time of such reimbursement. Reimbursement of In-Kind Contributions made by the City of Arvada shall be paid before reimbursement of In-Kind Contributions made by Jefferson County or the City and County of Broomfield. Reimbursement of In-Kind Contributions made by Jefferson County and the City and County of Broomfield shall be given equal priority.

III. Bonds/Agreements. The Member acknowledges and agrees that, execution of this Agreement notwithstanding, the Authority shall determine in its sole discretion whether and when to proceed with a Bond issuance and/or enter into a concession and lease agreement or similar agreement. The Authority has no obligation to proceed with the Bond issuance and/or enter into a concession and lease agreement or similar agreement. The Authority agrees to use due diligence to issue the Bonds and/or enter into a concession and lease agreement or similar agreement at the earliest practicable date and to repay the Advances as soon as it has funds legally available.

IV. Term of Agreement. This Agreement shall be in effect for a term of fifty (50) years after the Effective Date unless terminated pursuant to paragraph V.

V. Termination. This Agreement shall terminate only upon mutual written agreement of the Authority and the Member.

VI. Agreement by Member Not an Indebtedness or Multiple Fiscal Year Financial Obligation. The Member's obligations under this Agreement shall be subject to annual appropriation by the governing body of the Member in its sole discretion. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect debt or other financial obligation of the Member within the meaning of Article X, Section 20 of the Colorado Constitution.

VII. Notice and Place for Payments. Any notices, demands or other communications required or permitted to be given in writing hereunder shall be delivered personally, sent by facsimile with a hard copy sent immediately by first class mail, or sent by first class mail, addressed to the parties at the addresses set forth below, or at such address as either party may hereafter or from time to time designate by written notice to the other party in accordance herewith.

To the Authority:

Jefferson Parkway Public Highway Authority  
Attn: Board of Directors  
c/o City of Arvada City Manager's Office  
8101 Ralston Road  
Arvada, Colorado 80001

With a copy to:

Icenogle Seaver Pogue, P.C.  
Attn: Tamara K. Seaver  
4725 South Monaco Street, Suite 360  
Denver, Colorado 80237  
Telephone: 303.837.3004  
E-Mail: [TSeaver@ISP-Law.com](mailto:TSeaver@ISP-Law.com)

To the Member:

City and County of Broomfield  
Attn: City and County Manager  
One DesCombes Drive  
Broomfield, Colorado 80020

VIII. Amendments. This Agreement contains all of the terms agreed upon by and among the Parties. This Agreement may only be amended or modified by a writing executed by both Parties.

IX. Binding Effect. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties.

X. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the Advances to the Authority for organization costs, costs of maintenance and operations, and costs of capital construction of Improvements, the reimbursement obligations, and the acquisition of Improvements, and sets forth the rights, duties and obligations of each Party to the other as of this date. Any prior agreements, including, but not limited to, that certain Advance and Reimbursement Agreement entered into by and between the Parties effective on April 17, 2017, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

XI. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other 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.

XII. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Authority or the Member pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended from time to time.

XIII. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

XIV. Assignment. This Agreement may not be assigned without the express written consent of the Parties hereto.

XV. Authority. By its execution hereof, each party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this document and bind the respective Party to the terms hereof.

XVI. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

**[The remainder of this page left intentionally blank.]**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective the day and year first written above.

**JEFFERSON PARKWAY PUBLIC HIGHWAY  
AUTHORITY:**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

**CITY AND COUNTY OF BROOMFIELD:**

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

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Recognition of Advances Spreadsheet**



**ADVANCES**

YEAR	Description	RIGHT-OF-WAY		CASH		IN-KIND	
		Total Amount	Type	Advance Amount	Advance Amount	Type	Description Advance Amount
2008				\$100,000.00			
2009				\$300,000.00			
2010				\$100,000.00			
2011	Rocky Flats Transportation Corridor: Approximately 100 acres	\$2,800,000.00	3	\$220,000.00			
2012				\$200,000.00			
2013				\$200,000.00			
2014	(through IGA)			\$200,000.00			
2014	(after IGA)						
2015				\$200,000.00	Legal	Attorney	\$41,886.00
2016				\$200,000.00	Executive Staff	Attorney	\$15,940.00
2017				\$200,000.00	Legal	Attorney	\$3,840.00
2018				\$200,000.00	Executive Staff	Attorney	\$2,200.00
2019				\$200,000.00	Executive Staff	Attorney	\$4,800.00
2020				\$400,000.00	Legal	Attorney	\$2,200.00
2021					Executive Staff	Attorney	\$5,200.00
2022					Legal	Attorney	\$2,200.00
2023							
2024							
<b>TOTAL</b>				<b>\$933,334.00</b>			<b>\$78,166.00</b>
							<b>GRAND TOTAL \$3,131,500.00</b>

UPDATED AND APPROVED EFFECTIVE: \_\_\_\_\_

City and County of Broomfield

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

Attest:

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

Jefferson Parkway Public Highway Authority

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

Attest:

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

**AMENDED AND RESTATED  
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY  
AND THE CITY OF ARVADA  
ADVANCE AND REIMBURSEMENT AGREEMENT**

This **AMENDED AND RESTATED ADVANCE AND REIMBURSEMENT AGREEMENT** (the "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between **JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**, a body corporate and political subdivision of the State of Colorado (the "Authority") and the City of Arvada, a Colorado Home Rule Municipality (the "Member"), individually referred to herein as "Party" and collectively referred to herein as "Parties."

**RECITALS**

**WHEREAS**, the Authority was formed and exists as a public highway authority pursuant to §§ 43-4-501, *et seq.*, C.R.S. and the Amended and Restated Establishing Contract for the Jefferson Parkway Public Highway Authority dated October 4, 2010, by and between the City of Arvada, County of Jefferson and City and County of Broomfield (the "Establishing Contract") for the purpose of financing, constructing, operating or maintaining the Jefferson Parkway; and

**WHEREAS**, the Authority, the City of Arvada, County of Jefferson and City and County of Broomfield agree that the creation of the Authority to finance, construct, operate and maintain the Jefferson Parkway and all related improvements and appurtenances is of significant public benefit to each jurisdiction and to the Denver Metropolitan Region generally; and

**WHEREAS**, the Authority and the Member agree that the advance of funds for the creation of the Authority, operation costs (including legal, accounting, design, engineering and management costs related thereto) and acquisition of real property necessary for the construction of certain public improvements and facilities related to the Jefferson Parkway (the "Property") of the type authorized in the Establishing Contract (collectively the "Advances", for the avoidance of any confusion, the term "Advances" may be used herein to refer collectively to the terms "Right-of-Way Contribution," "Cash Advance," and "In-Kind Contribution" as the foregoing are defined below), on behalf of or to the Authority is consistent with the public objectives and purposes of the Authority; and

**WHEREAS**, included among the powers of the Authority and/or its Board of Directors (the "Board"), pursuant to §§ 43-4-505(3)(f) and 43-4-506(1)(c), (e), (f) and (g), C.R.S., are the powers to enter into contracts and agreements affecting the affairs of the Authority; to appoint, hire, and retain employees, agents, engineers, attorneys, accountants, financial advisors, investment bankers and other consultants; to pledge all or any portion of its revenues to the payment of bonds of the Authority; to finance the Jefferson Parkway; and to acquire real and personal property; and

**WHEREAS**, the Authority is authorized to pledge all or any portion of its revenues to the payment of bonds of the Authority pursuant to § 43-4-506(1)(e), C.R.S., which the Authority may

issue for the purpose of financing the Jefferson Parkway and/or further recognizing or satisfying its obligations hereunder (the "Bonds"); and

**WHEREAS**, as of the Effective Date the Member has made Advances to the Authority; and

**WHEREAS**, the Board has determined that the best interests of the Authority, its users and the public will be served by the Authority's acknowledgement and reimbursement of the Advances; and

**WHEREAS**, the Authority currently has inadequate financial resources for operations costs or to acquire the Property; and

**WHEREAS**, the Member may make further Advances to assist the Authority; and

**WHEREAS**, the Authority and the Member desire to enter into this Agreement concerning and recognizing the Advances and the reimbursement of the Advances by the Authority;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### COVENANTS AND AGREEMENTS

The Recitals set forth above are hereby incorporated in this Agreement.

I. Purpose of the Agreement. This Agreement establishes the terms and conditions (a) upon which the Member makes Advances to the Authority and (b) upon which the Authority makes reimbursement to the Member for the Advances.

II. Advances.

A. Contribution of Real Property for Right-of-Way. The Member may, in compliance with applicable law, contribute real property to the Authority for use as right-of-way for the Jefferson Parkway, on terms as may be mutually agreed upon by the Parties (the "Right-of-Way Contribution"). The Authority shall provide, at the request of the Member, substantiation of the need for such Right-of-Way Contributions.

1. Recognition of Right-of-Way Contribution(s). The Authority acknowledges that on or before the Effective Date, the Member has made Right-of-Way Contributions to the Authority, as generally described on the "Recognition of Advances Spreadsheet" attached hereto as **Exhibit A** and incorporated herein by this reference. Any additional Right-of-Way Contribution(s) to the Authority shall be recorded in accordance with paragraph II(A)(2) below.

2. Additional Right-of-Way Contribution(s). As soon as practical after the Member makes additional Right-of-Way Contribution(s) to the Authority after the Effective Date, the Parties shall record the same on the Recognition of Advances Spreadsheet attached hereto as Exhibit A. The Parties agree to update the Recognition of Advances Spreadsheet at least annually.

3. Reimbursement of Right-of-Way Contribution(s). Upon issuance of Bonds to others than Members for financing the Jefferson Parkway or entering into a concession and lease agreement or similar agreement that provides for reimbursement of the Advances, the Authority shall reimburse the Member for the Advances, subject to the payment priority set forth herein. In the event the Bonds do not issue, a concession and lease agreement or similar agreement is not entered into, the proceeds from such Bonds, concession and lease agreement or similar agreement are not sufficient to repay such Advances, the Authority shall reimburse for the Advances, subject to the payment priority set forth herein, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

Reimbursement of Right-of-Way Contribution(s) shall be given the following priority: First priority is given to Right-of-Way Contribution(s) by a single member government of the Authority; second priority is given to Right-of-Way Contribution(s) by any combination of two member governments of the Authority; third priority is given to Right-of-Way Contribution(s) by all three member governments of the Authority. All Right-of-Way Contribution(s) by a single member government of the Authority outstanding as of the date of a reimbursement must be reimbursed prior to reimbursement of any Right-of-Way Contribution(s) by any combination of two member governments of the Authority. Likewise, all Right-of-Way Contribution(s) by any combination of two member governments of the Authority outstanding as of the date of a reimbursement must be reimbursed prior to reimbursement of any Right-of-Way Contribution(s) by all three member governments of the Authority.

Right-of-Way Contribution(s) shall be valued as follows for purposes of reimbursement hereunder: All Right-of-Way Contribution(s) shall be valued at Twenty-Eight Thousand Dollars (\$28,000) per acre, except that Right-of-Way Contribution(s) of property purchased by a Member specifically for the purpose of contribution to the Authority for purposes of construction of the Jefferson Parkway, as mutually agreed to by the Authority and the Member, shall be valued at actual purchase price, plus the cost of direct expenses, including, but not limited to, the cost of appraisals and title work.

B. Cash Advances for Organizational and Operations Costs. The Member may, in compliance with applicable law, provide cash advances to the Authority for organizational and operations costs, on terms as may be mutually agreed upon by the Parties, for use by the Authority for any purposes allowed it under law (the "Cash Advances"). The Authority shall provide, at the request of the Member, substantiation of the need for such Cash Advances.

1. Recognition of Advances. The Authority acknowledges that, as of the Effective Date, the Member has made Cash Advances to the on the dates and in the

amounts as shown on the Recognition of Advances Spreadsheet attached hereto as Exhibit A, toward the Authority's organization and operating expenses. Any additional Cash Advance(s) to the Authority for operations costs shall be recorded in accordance with paragraph II(B)(2) below.

2. Additional Cash Advances. As soon as practical after the Member makes an additional Cash Advance to the Authority after the Effective Date, the Parties shall record the same on the Recognition of Advances Spreadsheet attached hereto as Exhibit A. If for any reason, the Authority does not approve submissions of Advances, the Member may resubmit such Advances to the Authority for reconsideration. The Parties agree to update the Recognition of Advances Spreadsheet at least annually. Further, the Authority shall direct its accountant to account for any Cash Advances in such fashion that the amounts thereof, including the interest, principal and total amounts outstanding, shall be readily ascertainable. The Member may request an inspection of the accounting of such funds.

3. Reimbursement of Cash Advances. Upon issuance of Bonds to others than Members for financing the Jefferson Parkway or entering into a concession and lease agreement or similar agreement that provides for reimbursement of the Advances, the Authority shall reimburse the Member for the Advances, subject to the payment priority set forth herein. In the event the Bonds do not issue, a concession and lease agreement or similar agreement is not entered into, the proceeds from such Bonds, concession and lease agreement or similar agreement are not sufficient to repay such Advances, the Authority shall reimburse for the Advances, subject to the payment priority set forth herein, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

Reimbursement of Cash Advances shall only be made after reimbursement of all Right-of-Way Contributions made by the Member in accordance with paragraph II(A) of this Agreement or made by another member government of the Authority in accordance with paragraph II(A) of a similar advance and reimbursement agreement and outstanding at the time of such reimbursement.

The Authority shall reimburse the Member for the Cash Advances for organization and operations costs, together with interest at the federal funds rate plus one percent (1%) per annum, to be recalculated annually on June 30<sup>th</sup>, on such sums advanced, subject to this paragraph II(B)(3). Interest shall accrue as of the date each Cash Advance is made to the Authority, provided, however, that no interest shall begin to accrue on any Cash Advance made to the Authority prior to the date on which the Authority was officially formed. The Authority shall make payment for the Cash Advances, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

C. In-Kind Contributions. The Member may, in compliance with applicable law, contribute Member staff time and administrative support services to the Authority for use for use in organizing and operating the Authority, on terms as may be mutually agreed upon by the

Parties (the "In-Kind Contribution"). The Authority shall provide, at the request of the Member, substantiation of the need for such In-Kind Contribution(s).

1. Recognition of In-Kind Contribution(s). The Authority acknowledges that, as of the Effective Date, the Member has made In-Kind Contribution(s) to the Authority, as generally described on the Recognition of Advances Spreadsheet attached hereto as Exhibit A. Any additional In-Kind Contribution(s) to the Authority shall be recorded in accordance with paragraph II(C)(2) below.

2. Additional In-Kind Contribution(s). As soon as practical after the Member makes additional In-Kind Contribution(s) to the Authority after the Effective Date, the Parties shall record the same on the Recognition of Advances Spreadsheet attached hereto as Exhibit A. If for any reason, the Authority does not approve submissions of additional In-Kind Contribution(s), the Member may resubmit such additional In-Kind Contribution(s) to the Authority for reconsideration. The Parties agree to update the Recognition of Advances Spreadsheet at least annually.

3. Reimbursement of In-Kind Contribution(s). Upon issuance of Bonds to others than Members for financing the Jefferson Parkway or entering into a concession and lease agreement or similar agreement that provides for reimbursement of the Advances, the Authority shall reimburse the Member for the Advances, subject to the payment priority set forth herein. In the event the Bonds do not issue, a concession and lease agreement or similar agreement is not entered into, the proceeds from such Bonds, concession and lease agreement or similar agreement are not sufficient to repay such Advances, the Authority shall reimburse for the Advances, subject to the payment priority set forth herein, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

Reimbursement of In-Kind Contributions shall only be made after reimbursement of all Right-of-Way Contributions and all Cash Advances made by the Member in accordance with paragraphs II(A) and II(B) of this Agreement or made by another member government of the Authority in accordance with paragraphs II(A) and II(B) of a similar advance and reimbursement agreement and outstanding at the time of such reimbursement. Reimbursement of In-Kind Contributions made by the City of Arvada shall be paid before reimbursement of In-Kind Contributions made by Jefferson County or the City and County of Broomfield. Reimbursement of In-Kind Contributions made by Jefferson County and the City and County of Broomfield shall be given equal priority.

III. Bonds/Agreements. The Member acknowledges and agrees that, execution of this Agreement notwithstanding, the Authority shall determine in its sole discretion whether and when to proceed with a Bond issuance and/or enter into a concession and lease agreement or similar agreement. The Authority has no obligation to proceed with the Bond issuance and/or enter into a concession and lease agreement or similar agreement. The Authority agrees to use due diligence to issue the Bonds and/or enter into a concession and lease agreement or similar agreement at the earliest practicable date and to repay the Advances as soon as it has funds legally available.

IV. Term of Agreement. This Agreement shall be in effect for a term of fifty (50) years after the Effective Date unless terminated pursuant to paragraph V.

V. Termination. This Agreement shall terminate only upon mutual written agreement of the Authority and the Member.

VI. Agreement by Member Not an Indebtedness or Multiple Fiscal Year Financial Obligation. The Member's obligations under this Agreement shall be subject to annual appropriation by the governing body of the Member in its sole discretion. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect debt or other financial obligation of the Member within the meaning of Article X, Section 20 of the Colorado Constitution.

VII. Notice and Place for Payments. Any notices, demands or other communications required or permitted to be given in writing hereunder shall be delivered personally, sent by facsimile with a hard copy sent immediately by first class mail, or sent by first class mail, addressed to the parties at the addresses set forth below, or at such address as either party may hereafter or from time to time designate by written notice to the other party in accordance herewith.

To the Authority:

Jefferson Parkway Public Highway Authority  
Attn: Board of Directors  
c/o City of Arvada City Manager's Office  
8101 Ralston Road  
Arvada, Colorado 80001

With a copy to:

Icenogle Seaver Pogue, P.C.  
Attn: Tamara K. Seaver  
4725 South Monaco Street, Suite 360  
Denver, Colorado 80237  
Telephone: 303.837.3004  
E-Mail: [TSeaver@ISP-Law.com](mailto:TSeaver@ISP-Law.com)

To the Member:

City of Arvada  
Attn: Arvada City Manager  
8101 Ralston Road  
Arvada, Colorado 80001

VIII. Amendments. This Agreement contains all of the terms agreed upon by and among the Parties. This Agreement may only be amended or modified by a writing executed by both Parties.

IX. Binding Effect. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties.

X. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the Advances to the Authority for organization costs, costs of maintenance and operations, and costs of capital construction of Improvements, the reimbursement obligations, and the acquisition of Improvements, and sets forth the rights, duties and obligations of each Party to the other as of this date. Any prior agreements, including, but not limited to, that certain Advance and Reimbursement Agreement entered into by and between the Parties effective on April 7, 2014, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

XI. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other 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.

XII. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Authority or the Member pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended from time to time.

XIII. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

XIV. Assignment. This Agreement may not be assigned without the express written consent of the Parties hereto.

XV. Authority. By its execution hereof, each party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this document and bind the respective Party to the terms hereof.

XVI. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

**[The remainder of this page left intentionally blank.]**



**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement effective the day and year first written above.

**JEFFERSON PARKWAY PUBLIC HIGHWAY  
AUTHORITY:**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

**CITY OF ARVADA:**

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Recognition of Advances Spreadsheet**

**ADVANCES**

YEAR	Description	RIGHT-OF-WAY		Advance Amount	CASH		IN-KIND	
		Total Amount	Type		Advance Amount	Type	Description	Advance Amount
2008				\$100,000.00				
2009				\$300,000.00				
2010				\$100,000.00				
2011	Rocky Flats Transportation Corridor, Approximately 100 ac	\$2,800,000.00	3	\$641,567.00	\$220,000.00			
2012					\$200,000.00			
2013					\$200,000.00			
2014	(through IGA)				\$200,000.00			
2014								
(after IGA)								
2015					\$200,000.00			
2016	Hotchkiss Parcel; Approximately 4 acres	\$1,194,674.16	2	\$597,337.08	\$200,000.00			
2017					\$400,000.00			
2018								
2019								
2020								
2021								
2022								
2023								
2024								
<b>TOTAL</b>				\$1,239,004.08	\$2,120,000.00	\$625,000.00	<b>GRAND TOTAL</b>	\$3,984,004.08

UPDATED AND APPROVED EFFECTIVE: \_\_\_\_\_

City of Anvada

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

Attest: \_\_\_\_\_

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

Jefferson Parkway Public Highway Authority

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

Attest: \_\_\_\_\_

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

**Jefferson Parkway Advisory Committee (JPAC)  
 March 15, 2018  
 Apex Field House  
 Meeting Summary - FINAL**

*Attendance:* Bini Abbott, Bill Branyon, Vera Ladkow, Britta Nelson, Bill Ray, Brent Smith, Randy Stafford, Jill Straus, Gerry Taylor, Brett Vernon, and Marc Wills

*Guest Speakers:* Lee Kunselman, Jordan Likes, Karol Miodonski, and Francesca Tordonato,

*Facilitation:* Heather Bergman and Sam Haas

<b>Peak Facilitation</b>	<ul style="list-style-type: none"> <li>• Send Jefferson Parkway Advisory Committee (JPAC) members the meeting summary from the September noise study community meeting.</li> <li>• Bring comment cards for members of the public to the next two JPAC meetings.</li> </ul>
<b>Bill Ray</b>	<ul style="list-style-type: none"> <li>• Work with the Jefferson Parkway Public Highway Authority Board and Atkins consultants to determine whether it is feasible to ask Atkins to reconsider certain areas of the sound study to account for the newly-constructed berms, as this information could impact the findings. Also determine if it is within budget and scope for Atkins to disaggregate the noise decibel results for each receiver so that it is clear which receivers have higher thresholds.</li> <li>• Invite a second speaker from Colorado Department of Public Health and Environment (CDPHE) to come to the May JPAC meeting.</li> <li>• Continue to work on adding the requested layers to the map, or create several maps with the different layers.</li> <li>• Add the map displayed during the JPAC meeting to the website.</li> </ul>

**NOISE STUDY PRESENTATION**

Lee Kunselman and Karol Miodonski from Atkins Engineering presented the results from the noise study that Atkins completed for the Jefferson Parkway Public Highway Authority (JPPHA) Board. Atkins Engineering was contracted to examine the interchange design for Highway 72 and the noise analysis pertaining to Leyden Rock and associated neighborhoods. Below are the highlights from their presentation.

- Noise is identified as unwanted or undesirable sound. Traffic noise comes from vehicles (cars, trucks, etc.). There are several sources of noise, including the tire/road interface, engine noise, and exhaust pipes. Sound travels in waves, so the location of the source of the noise matters, because it will impact how the sound travels to the receiver.
- Traffic noise analysis is a federal requirement when federal funds are involved. Atkins used Colorado Department of Transportation's (CDOT) standard practices throughout their analysis of the Jefferson Parkway and used a tool designed by the Federal Highway Administration (FHWA) called the Traffic Noise Model (Version 2.5).
- The first step of the analysis is to evaluate the extent of the project. For the Jefferson Parkway, Atkins considered the alignment (with Indiana on the east and Highway 93 on the west). The noise boundary extends 500 feet beyond the edge of the roadway on each side.
- The second step is to look at all the receivers (e.g., houses, commercial businesses, etc.). There are a few receivers in Candelas. Any lot that is planned or permitted is included in the

study. There are quite a few residential receivers in Leyden Rock. The different receiving points make up the basis of the noise model.

- The third step is to add all current roads, topography, and elevation into the existing conditions model. To verify the existing conditions, Atkins consultants pick a few representative locations to validate the model and count traffic to collect decibel results. The results are then put into the model. Noise monitoring is not done during peak traffic hours, because noise levels are lower in stop-and-go traffic. The goal is to capture the sound levels when traffic is free flowing. Any results that are within three decibels of existing conditions are considered validated. The field readings were taken at locations that would be close to the Jefferson Parkway alignment.
- Once the existing conditions model has been validated, Atkins builds future models for 2020 and 2040 by forecasting traffic volumes. The future model considers the impact of new ramps and uses existing traffic on local roads like Indiana to project growth rates.
- There are different activity thresholds for different types of areas (i.e., residential areas have a different threshold than commercial areas). For residential areas, 66 decibels is the threshold at which conversation can be interrupted. Any noise above 66 decibels is considered an impact. Also, an increase from existing levels of 10 decibels or more is considered an impact.
- Quiet urban daytime is approximately 50 decibels; freeway traffic is approximately 60 decibels; vacuum cleaners are 70 decibels; accelerating motorcycles are 110 decibels. The map shows which receivers were impacted and which were not.
- Examples of sound buffers that have been used in other areas include natural buffers (trees), retaining walls (concrete block walls, Plexiglas walls), or earth berms.

### **Clarifying Questions**

Members of the JPAC asked clarifying questions about the noise analysis. Questions are indicated in italics, followed by the response.

*Did Atkins conduct the noise analysis north of 96<sup>th</sup> Avenue?*

Atkins did not extend the study, because there were no receivers north of Highway 128. There are some industrial sites, but those are not included as receivers because JPPHA's commitment was to study the neighborhoods.

*How was the study area determined?*

The study area was based on the residential areas adjacent to the Jefferson Parkway.

*Does sound rise like heat?*

Sound travels in waves and moves outward in a sphere shape, like the ripples in water when a stone is dropped. Noise will go wherever it can from the source. For example, if someone were to stand in front of a house (looking at the cars), they would be directly impacted by the noise, but if they were to stand behind the house, the noise would be blocked.

*Does Atkins' future model account for the Northwest Parkway?*

Yes, the traffic study uses a regional model to project growth and includes the potential distribution of traffic from the new connections.

*What were the readings for the existing conditions?*

The lowest reading was 39 decibels. There were some readings in the 40-decibel range, and several at 55 decibels. The field readings represent the average noise level at peak travel times (not rush

hour). Measuring at non-peak hours is the standard. Measuring noise levels at 5:00 PM would result in lower noise levels, because the traffic is not free flowing.

*What are the inputs to the model, besides topography, traffic flows, etc.?*

Elevation, roadways (including a measurement of each lane), barriers (including houses) are all considered. The model can also add walls that act as sound buffers.

*When was the sound study conducted?*

The sound study was conducted last year, and the traffic projections were for 2020 and 2040.

*Would it be possible to show the sound study results for individual receivers?*

It would be possible to create a graphic representation of the results, specific to the individual receivers.

*Does the model measure the current forms of noise mitigation between the roadway and the homes, such as newly constructed berms?*

There are several retaining walls that were included in the model, but the topography that was used in the model was over a decade old and there may be some recently added berms that are not in the model. The model does not represent the berms. Bill Ray will work with the JPPHA Board and Atkins consultants to determine whether it is feasible to ask Atkins to reconsider certain areas of the sound study to account for the newly constructed berms, as this information could impact the findings.

*Do sound buffers both reflect noise and prevent noise from traveling beyond them?*

Reflectivity is a factor worth considering. Concrete walls have a certain sound absorption level, and there are some guidelines about how much sound should be absorbed. If houses are below the buffer, the noise would reflect above the buffer. The placement of the barrier should either be close to the highway or close to the receiver, not in the middle.

*What are the projected sound levels along the Jefferson Parkway alignment for the houses adjacent to the roadway and what mitigation could be done to lessen the impacts of the Jefferson Parkway?*

Some of the receivers will be more impacted by sound than others. However, there are very few receivers that are projected to be above the 66-decibel threshold.

*How often do consultants validate the model against the results post-development?*

There are no requirements to assess and verify the noise levels after the completion of the development.

*Does the model account for the sound from use of jake brakes, which are used by trucks during wet conditions?*

No, that is not part of the model. The model considers typical conditions with the understanding that rain is not a long-term condition. However, municipalities may consider creating a local ordinance that restricts trucks from braking in certain areas.

*Would the JPPHA be open to stipulating a "no brake" zone?*

It depends on how JPPHA decides to do enforcement. It is also worth noting that the Jefferson Parkway will likely have less truck use because it is a toll road.

*Does the model account for impacts from wind?*

It does not, but the field analysis considers wind. The people conducting the analysis use a wind monitor. The threshold for wind is 10 miles per hour (mph). Measurement is not taken if wind is above 10 mph.

*Have noise mitigation techniques for the Jefferson Parkway been decided yet?*

No, noise mitigation techniques have not been decided. If the JPAC wanted to make recommendations, that is within the group's purview.

#### **WILDLIFE CROSSING AND SAFETY**

Francesca Tordonato from CDOT and Jordan Likes from Colorado Parks and Wildlife (CPW) discussed wildlife crossing and safety regarding the Jefferson Parkway. Ms. Tordonato was speaking as a private citizen with relevant expertise, not on behalf of CDOT. Mr. Likes was speaking in professional capacity as CPW representative.

- In the area surrounding the Jefferson Parkway near Rocky Flats, there are several big wildlife species that are commonly sighted. These include elk, mule deer, white-tailed deer, mountain lion (occasionally), and recently there have been more moose sightings.
- Along the southern end of the Jefferson Parkway, the primary concern is deer crossings. There are ways to mitigate crossings, and the options vary depending on how much money is invested. The southern end of the Jefferson Parkway is not as big a concern as the northern portion near Rocky Flats.
- The projected initial traffic volume for the Jefferson Parkway is approximately 10,000 vehicles per day. The area with the highest animal accidents would likely be near Rocky Flats. CPW would like some species to be able to cross and would like others to be prevented from crossing if possible, as there would not be appropriate habitat for them on the other side. CPW would prefer that elk do not make it across Indiana Street to the east side. CPW would like to allow deer and small mammals (coyotes, raccoons, skunks, etc.) to cross. The type of crossing design helps filter the species that cross. For example, elk will use an underpass if it is large enough, and deer will use it if it is smaller.
- CPW's recommendation is to create fencing along the highway with jump-outs (so that animals do not get stuck along the highway). CPW would not recommend an underpass unless it is suitable for deer and small mammals. Overpasses are preferred where the topography is suitable. There are two wildlife-dedicated overpasses in Colorado. They are very expensive to build.
- In some locations where there are projected mobility challenges for smaller mammals, it may be beneficial to open up the drainages. It would be important to consider the drainage patterns and try to provide a crossing appropriate for deer along the stretch of Indiana from Highway 96 up to Highway 128 (roughly 2.5 miles). Best practices indicate that there should be one crossing for every mile of fencing.
- On Highway 93, there are wildlife on the east side and Boulder County Open Space on the west side. Currently, there is no wildlife fencing along the stretch that is most impacted, and CDOT is doing a wildlife connectivity study in conjunction with Boulder County and CPW. When planning and designing crossings, it is important to consider the target species and the roadway template. On I-25, CDOT is planning a series of crossings south of Larkspur where elk is the target species, so the structures will be 14 feet high. For areas where mule deer are the target species, the structure will be smaller (typically a minimum of 10 to 12 feet high and 40 to 50 feet wide).
- Small mammals are not a huge concern, because they typically do not pose a threat to public safety.

- Wildlife mitigation along C-470 was completed in the 1980's, and there are fences with one-way gates. One-way gates are spring-loaded and are often difficult for the animals to push. Animals with antlers often get stuck in the fencing. One-way gates have since been found to be ineffective, especially if the animals have antlers. There is an effort to replace the one-way gates with urban escape ramps and jump-outs with guide rails along C-470. However, jump-outs should not be viewed as a form of mitigation; they are an emergency opportunity for animals to get off the roadway.
- If there is a resource on the other side of the roadway that the animal is desperate to get to, they may use culverts. If there is fencing the entire length of the roadway, the animal will look for an opening. Without an opening, there will typically be a hotspot at the end of the fence. If there is no fencing, animals will cross wherever they want.

### **Clarifying Questions**

Participants asked clarifying questions about wildlife crossings and safety. Questions are indicated in italics, followed by the response.

*What happens to the elk if there is no place for them to cross?*

If there is no crossing and the fence is maintained, the elk would follow the fence looking for an opening and when they are unable to find one, they will turn back into Rocky Flats and toward Highway 128. That is the desired outcome for elk in this area.

*How many mule deer collisions are there in this area?*

Jefferson County Road and Bridge has an estimated count.

*Do roads like Jefferson Parkway typically have fencing on either side?*

The amount of fencing often depends on the location and possible conflicts with wildlife. Standard eight-foot deer barrier fencing precludes most species from crossing, which has safety benefits but also impacts migration patterns. Crossing structures should be considered at intersections that cross key migration or seasonal movement corridors.

*Are there any potential migration corridors intersecting with the Jefferson Parkway?*

Walnut Creek and Woman Creek may be potential migration corridors, but they are also designated as critical habitat for the Preble's jumping mouse, so any work in that vicinity would require extensive National Environmental Policy Act (NEPA) analysis.

*Are there any locations planned for trails or overpasses?*

A coalition of local governments has been working together to plan the section of the Greenway Trail that aligns with the Jefferson Parkway. Jefferson County Open Space has taken the lead and is creating a conceptual design for a pedestrian overpass. It is not yet clear what will/will not be permitted on those trails.

*Do elk/deer have suitable habitat west of Highway 93?*

Elk and deer can survive in an urbanized environment if there is appropriate grass cover. Rocky Flats is the limit of the elk habitat. The elk herd that uses Rocky Flats is comprised of about 150 elk. Antelope need a large track of land to move, and fencing is often detrimental to their movement.

*Would a pedestrian overpass or underpass be preferable for reducing unwanted animal crossings?*

A pedestrian overpass would be better.



## **NEXT STEPS**

- At the last meeting, JPAC members identified priority topics and permitted Randy Stafford, Bill Ray, and Heather Bergman to plan the agendas for the March, April, and May meetings. In April, Bill Ray will present the traffic and revenue results from the JPPHA board meeting. In May, Randy Stafford and Bill Ray have invited several experts to speak about public health implications related to Rocky Flats.
- The format of the meeting will be as follows: One expert will present, and JPAC members will ask clarifying questions of them; then another expert will present, and JPAC members will ask clarifying questions of them. It will not be a debate, simply an information exchange. There will be some discussion amongst JPAC members, but no discussion between the speakers. There will be one speaker from each end of the spectrum for both issues related to contamination and issues related to health (a total of four speakers). Bill will reach out to another speaker from Colorado Department of Public Health and Environment (possibly Mike Van Dyke) to see if they are available for the May meeting.
- As directed by the JPAC membrs, there will not be public comment during the April and May meetings. JPAC members were chosen to represent the diverse range of community perspectives. Heather Bergman will bring comment cards to the April and May meetings for members of the public to fill out.
- Bill Ray will continue to work on adding the requested layers to the Jefferson Parkway map, or he will create several maps with the different layers. Bill Ray will add the map displayed during the JPAC meeting to the website.



May 1, 2018

Kirstie Dineen, Acting Risk Manager  
Jefferson Parkway Public Highway Authority  
8101 Ralston Road  
Arvada, CO 80005

Dear Kirstie,

On April 30, 2018, we completed the Loss Control Standards Audit and reviewed the Action Plan for the Jefferson Parkway Public Highway Authority via email and phone. I would like to thank you for your time and assistance.

I. ANNUAL LOSS REVIEW

During calendar year 2017 and year-to-date in 2018, there have been no Property/Casualty claims reported. Congratulations!

II. LOSS CONTROL STANDARDS

The 2018 Loss Control Audit Score for your entity is as follows:

Pool	<u>PC</u>
2018 audit score:	88

Attached is a copy of the audit checklist we completed together showing the points awarded for applicable Loss Control Standards, Loss Control Action Plan and Bonus points. If applicable, refer to the Notes portion of the individual checklists for more information. Check the columns for zeroes on each checklist to see where documentation of compliance was not provided or was not sufficient for credit. Please refer to the copy of the Loss Control Standards for additional information on what is required for compliance for a specific standard.

If you are able to obtain documentation substantiating compliance with additional standards or Bonus Standards, please submit them before June 30th, and the score will be adjusted accordingly. Please note that each item adjusted will add points to your audit scores.

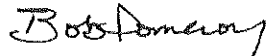
*Kirstie Dineen, Acting Risk Manager*  
*May 1, 2018*  
*Page 2*

Based upon our discussion, the following Loss Control Action Plan items will be implemented in 2018 and evaluated during the 2019 audit:

1. Maintain zero PC claims over the following year, for 5 points.
2. Implement the Data Security standard, for 5 points.

Please contact me if you have any questions.

Sincerely,



Bob Pomeroy, CRM, CPSI, CEAS II  
Senior Loss Control Representative