



JEFFERSON

P A R K W A Y

Jefferson Parkway Public Highway Authority Special Board Meeting "Amended" Agenda

Thursday, August 17, 2023

Arvada City Hall

8101 Ralston Road, Arvada, CO 80002

3:30 p.m.

Council Conference Room, 3rd Floor and via Zoom

Zoom link: <https://us06web.zoom.us/j/83957942291?pwd=OGFDK2QraFlsWnBZMU4rWDJUd1YrZz09>

1. Call to Order
2. Pledge of Allegiance
3. Public Comment
4. Approval of Minutes
 - A. January 19, 2023
5. Report from Executive Director
6. 2023 Budget - Budget Amendment
 - A. Public Hearing on Budget Amendment for 2023 Budget:
Resolution 23-01 A Resolution Amending the 2023 Operating Budget
7. New Business
 - A. Letter of Engagement - Icenogle Seaver Pogue
 - B. Approval of Streamline Proposal
8. Discussion Items
 - A. 2020 Audit
 - B. Future JPPHA Board Meetings
9. Report of the General Counsel
 - A. Approval to intervene in Case Number 2022CV30624 in Jefferson County District Court, and to engage City of Arvada and Jefferson County litigation staff to represent the Authority under the Common Interest Privilege
10. Report from the Board of Directors
11. Adjournment



JEFFERSON

P A R K W A Y

Jefferson Parkway Public Highway Authority Special Board Meeting Minutes

**Wednesday, January 19, 2023
Arvada City Hall
8101 Ralston Road, Arvada, CO 80002**

**3:00 p.m.
Council Conference Room, 3rd Floor**

I. Call to Order

Chairman David Jones called the meeting of the Jefferson Parkway Public Highway Authority (JPPHA) to order at 3:00 p.m. Present were Chairman David Jones, Director Marc Williams, Director Deven Shaff, Director Lesley Dahlkemper and Heidi Henkel. Also in attendance: Bill Ray, Exec. Director; Tamara Seaver, JPPHA Counsel; Rachel Morris, Arvada City Attorney; Nancy Rogers, Broomfield City Attorney; Lorie Gillis, Arvada City Manager; Linda Haley, Arvada Deputy City Manager; Kym Sorrells, Jefferson County Attorney; and Bryan Archer, Arvada Finance Director.

II. Pledge of Allegiance

III. Public Comment - none

IV. Election of Officers

A. Role of Elected Officers

B. Election of Chair; Vice-Chair; Treasurer; Secretary

Director Dahlkemper moved to elect Director Jones as Chair. Director Williams seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Jones, Williams, Dahlkemper, Shaff

Those voting No:

The Motion was Approved

Chairman Jones moved to elect Director Williams as Vice-Chair. Director Dahlkemper seconded the motion.

The following votes were cast on the motion:
Those voting Yes: Jones, Williams, Dahlkemper, Shaff
Those voting No:
The Motion was Approved

Director Dahlkemper moved to elect Director Shaff as Treasurer. Chairman Jones seconded the motion.

The following votes were cast on the motion:
Those voting Yes: Jones, Williams, Dahlkemper, Shaff
Those voting No:
The Motion was Approved

Director Williams moved to elect Director Dahlkemper as Secretary. Director Dahlkemper seconded the motion.

The following votes were cast on the motion:
Those voting Yes: Jones, Williams, Dahlkemper, Shaff
Those voting No:
The Motion was Approved.

V. Approval of Minutes
A. December 19, 2019

Director Williams moved to approve the December 19, 2019 minutes recognizing there was a discrepancy with the November 21, 2019 meeting minutes that stated there was a quorum at that meeting. The November 21, 2019 meeting did not have a quorum and therefore those meeting minutes should not have been approved. Director Dahlkemper seconded the motion.

The following votes were cast on the motion:
Those voting Yes: Jones, Williams, Dahlkemper, Shaff
Those voting No:
The Motion was Approved.

B. December 21, 2022

Director Dahlkemper moved to approve the December 21, 2022 minutes. Director Williams seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Jones, Williams, Dahlkemper, Shaff

Those voting No:

The Motion was Approved.

VI. New Business

A. Set JPPHA Board Meeting dates for 2023

Bill Ray said he does not see an immediate need for a monthly meeting at this time and suggests scheduled quarterly meetings for 2023. Director Williams suggested that we not schedule quarterly meetings but rather schedule special meetings, as needed. Director Dahlkemper asked if there were any statutory items that need to be considered related to setting scheduled meetings. If not, she would be in agreement for scheduled special meetings. Tamara Seaver suggested scheduling one regular meeting in December 2023 to adopt a budget. Director Shaff would prefer that we schedule a regular monthly meeting for the purpose of expenditure oversight. Ms. Seaver mentioned that monthly meetings might impact the board's legal professional service budget. Chairman Jones suggested scheduled quarterly meetings and special meetings, if needed. Director Dahlkemper said she is open to scheduled quarterly meetings.

Ms. Seaver recommends a change to the by-laws to clarify elected role descriptions if the board decides to schedule regular meetings.

The board directed the following quarterly meeting dates be set for the 3rd Thursday during the months of April, July, October, and December 2023, therefore no motion was carried out.

- April 20, 2023
- July 20, 2023
- October 19, 2023
- December 21, 2023

All meetings will be held at 3:00 p.m. in the Council Conference Room (CCR) located at Arvada City Hall located at 8101 Ralston Road, Arvada 80002.

VII. Public Hearings on Proposed Budgets:

A. Public Hearing – 2021 Budget

Adopt Resolution 22-01, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget and Appropriating Sums of Money to Each Fund in the Amounts and for the Purposes Set Forth Herein for the Jefferson Parkway Public Highway Authority for the Calendar Year Beginning on the First day of January 2021 and Ending on the Last Day of December 2021 (Attached)

Chairman Jones opened the public hearing on the proposed 2021 budget.

Responses to Budget Questions are included in these meeting minutes.

Chairman Jones closed the public hearing on the 2021 budget.

Director Williams moved that Resolution 22-01, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget and Appropriating Sums of Money to Each Fund in the Amounts and for the Purposes Set Forth Herein for the Jefferson Parkway Public Highway Authority for the Calendar Year Beginning on the First day of January 2021 and Ending on the Last Day of December 2021, be approved. Director Dahlkemper seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Jones, Williams, Dahlkemper, Shaff

Those voting No:

The Motion was Approved.

B. Public Hearing – 2022 Budget

Adopt Resolution 22-02, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget and Appropriating Sums of Money to Each Fund in the Amounts and for the Purposes Set Forth Herein for the Jefferson Parkway Public Highway Authority for the Calendar Year Beginning on the First day of January 2022 and Ending on the Last Day of December 2022 (Attached)

Chairman Jones opened the public hearing on the proposed 2022 budget.

Chairman Jones closed the public hearing on the 2022 budget.

Director Williams moved that Resolution 22-02, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget and Appropriating Sums of Money to Each Fund in the Amounts and for the Purposes Set Forth Herein for the Jefferson Parkway Public Highway Authority for the Calendar Year Beginning on the First day of January 2022 and Ending on the Last Day of December 2022, be approved. Director Dahlkemper seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Williams, Dahlkemper, Jones

Those voting No: Shaff

The Motion was Approved.

C. Public Hearing – 2023 Budget

Adopt Resolution 22-03, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget and Appropriating Sums of Money to Each Fund

in the Amounts and for the Purposes Set Forth Herein for the Jefferson Parkway Public Highway Authority for the Calendar Year Beginning on the First day of January 2023 and Ending on the Last Day of December 2023 (Attached)

Chairman Jones opened the public hearing on the proposed 2023 budget.

Mr. Ray said he is working on a 2023 budget where minimal expenses can be covered keeping in mind that member contributions have not yet been determined. Each member may be contributing different amounts.

Chairman Jones closed the public hearing on the 2023 budget.

Director Williams moved that Resolution 22-03, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget and Appropriating Sums of Money to Each Fund in the Amounts and for the Purposes Set Forth Herein for the Jefferson Parkway Public Highway Authority for the Calendar Year Beginning on the First day of January 2023 and Ending on the Last Day of December 2023, be approved. Director Dahlkemper seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Williams, Dahlkemper, Jones

Those voting No: Shaff

The Motion was Approved.

VIII. Engagement of Fiscal Focus Partners for Audit Matters

Mr. Ray stated that it's prudent to change auditors over time. He recommends Fiscal Focus Partners as an appropriate auditor for the JPPHA and is recommending that they audit the 2021 and 2022 budgets. Ms. Seaver stated that this company is associated with Wagner Barnes. She has worked with this auditor in the past and highly recommends them. Mr. Ray said he proposes that the auditor submit a scope of work and proposal for the board's consideration. Director Shaff asked that any potential contract come before the board for their approval. Ms. Seaver suggested that the proposal include work that could be completed within the \$1,500 budgeted amount. Director Shaff requested that any additional appropriation for this audit work require board approval.

Director Williams moved that Fiscal Focus Partners be retained with an NTP up to \$1500. Any further appropriation would require board approval.

Director Dahlkemper seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Williams, Dahlkemper, Jones, Shaff

Those voting No:

The Motion was Approved.

IX. Broomfield Withdrawal

Director Shaff stated that this may be a premature conversation at this time and requested that this item be carried forward to the April 20, 2023 agenda. The Board directed to table this item for the April 20, 2023 agenda.

X. Report of the General Counsel

A. Website Updates and Compliance with HB21-1110

Ms. Seaver shared that HB 21-1110 requires websites are ADA compliant by 2024. Streamline is a company that works to ensure websites are ADA compliant. The Board directed Ms. Seaver to request a proposal from Streamline to make the Parkway's website ADA compliant. This proposal would come before the board for approval at the April 20, 2023 board meeting.

Ms. Henkel asked what the difference between GBSM and Streamline is and Ms. Seaver stated that GBSM are public relations focused and Streamline is ADA compliance focused.

Ms. Seaver will prepare an updated engagement letter for Icenogle Seaver Pogue for the board's consideration at their April 20, 2023 meeting.

XI. Report from the Board of Directors

Director Shaff stated that Broomfield expects that the JPPHA board respond to their Letter of Withdrawal.

XII. Adjournment at 4:14 p.m.

David Jones, Chair

Michele Broski
Recording Secretary

RESOLUTION NO. 2023-01
RESOLUTION TO AMEND 2023 OPERATING BUDGET

COMES NOW, David Jones, the Chairman of Jefferson Parkway Public Highway Authority (the “Authority”), and certifies that at a special meeting of the Board of Directors of the Authority held, Thursday, the 17th day of August, 2023, at 3:30 P.M., at Arvada City Hall, 8101 Ralston Road, Arvada, Colorado, Council Conference Room, at which time the following Resolution was adopted by affirmative vote of a majority of the Board of Directors, to-wit:

WHEREAS, the Board of Directors of the Authority appropriated funds for the fiscal year 2023 as follows:

Operating Fund	\$ 38,500
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and;

WHEREAS, the necessity has arisen for additional expenditures and transfers by the Authority due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for the fiscal year 2023, and

WHEREAS, funds are available for such an expenditure and transfer from surplus revenue funds of the Authority; and

WHEREAS, due and proper notice was published on Thursday, August 10, 2023 in The Denver Post, indicating (i) the date and time of the hearing at which the adoption of the proposed 2023 budget amendment will be considered; (ii) that the proposed budget amendment is available for inspection by the public at a designated place; and (iii) that any interested persons may file any objections to the proposed budget amendment at any time prior to the final adoption of the budget by the Authority, as shown on the publisher’s Affidavit of Publication attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the proposed budget amendment was open for inspection by the public at a designated place; and

WHEREAS, a public hearing was held on Thursday, August 17, 2023 and interested persons were given the opportunity to file or register any objections to said proposed budget amendment and any such objections were considered by the Board of Directors; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Authority shall and hereby does amend the budget for the fiscal year 2023 as follows:

Operating Fund \$158,500

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the Authority to the Operating Fund for the purpose stated, and that any ending fund balances shall be reserved for purposes of Article X, Section 20 of the Colorado Constitution.

Whereupon, a motion was made by Director _____ and seconded by Director _____, and upon a unanimous vote this Resolution was approved by the Board of Directors.

APPROVED AND ADOPTED THIS 17th DAY OF AUGUST, 2023.

JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY

By: _____

ATTEST:

By: _____

EXHIBIT A

Notice of Special Meeting
Affidavit of Publication
Notice as to Proposed 2023 Budget Amendment

EXHIBIT B

Budget Document
Budget Message



JEFFERSON
P A R K W A Y

**NOTICE OF SPECIAL BOARD MEETING
OF THE
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**

TO BE HELD

Thursday, August 17, 2023
Arvada City Hall
8101 Ralston Rd., Arvada, CO

3:30 p.m.
Council Conference Room, 3rd Floor

NOTICE IS HEREBY GIVEN that the Board of Directors of the **JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**, of the County of Jefferson, the City and County of Broomfield, and the City of Arvada, State of Colorado, will hold a Special Board Meeting on Thursday, August 17, 2023 at 3:30 p.m. at Arvada City Hall, 8101 Ralston Road, Arvada, Colorado. The purpose of the meeting is to conduct such business as may come before the Board. This meeting is open to the public.

AGENDA

- I. Call to Order
- II. Pledge of Allegiance
- III. Public Comment
- IV. Approval of Minutes
 - A. January 19, 2023

- V. Report from Executive Director
- VI. 2023 Budget – Budget Amendment
 - A. Public Hearing on Budget Amendment for 2023 Budget:
Resolution 23-01 A Resolution Amending the 2023 Operating Budget
- VII. New Business
 - A. Letter of Engagement - Icenogle Seaver Pogue
 - B. Approval of Streamline Proposal
- VIII. Discussion Items
 - A. 2020 Audit
 - B. Future JPPHA Board Meetings
- IX. Report of the General Counsel
 - A. Approval to intervene in Case Number 2022CV30624 in Jefferson County District Court, and to engage City of Arvada and Jefferson County litigation staff to represent the Authority under the Common Interest Privilege
- X. Report from the Board of Directors
- XI. Adjournment

BY ORDER OF THE BOARD OF DIRECTORS:
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY

Posted this 15th day of August, 2023

The Denver Post, LLC

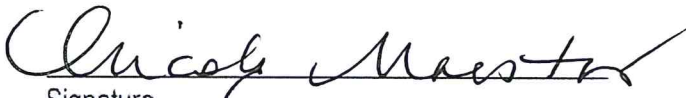
PUBLISHER'S AFFIDAVIT

City and County of Denver)
State of Colorado)
)

The undersigned Nicole Maestas
being first duly sworn under oath, states
and affirms as follows:

1. He/she is the legal Advertising Reviewer of The Denver Post, LLC, publisher of The Denver Post and Your Hub.
2. The Denver Post and Your Hub are newspapers of general circulation that have been published continuously and without interruption for at least fifty-two weeks in Denver County and meet the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in The Denver Post on the following date(s):

August 10, 2023


Signature

Subscribed and sworn to before me this
11 day of August, 2023.


Notary Public

(SEAL)

ROSANN R WUNSCH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024002315
MY COMMISSION EXPIRES FEBRUARY 26, 2026

PUBLIC NOTICE

NOTICE AS TO PROPOSED 2023 BUDGET AND HEARING
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY

NOTICE IS HEREBY GIVEN that a proposed amended budget has been submitted to the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY for the year of 2023. A copy of such proposed amended budget is on file at the office of Jefferson Parkway Public Highway Authority and is available for public inspection at the JPPHA offices located at 5555 West 56th Avenue, Arvada, Colorado 80002. Please call to schedule for an appointment (720) 898-7517 as the office is normally not staffed. Such proposed amended budget will be considered at a public hearing at a special meeting of the Jefferson Parkway Public Highway Authority to be held Thursday, August 17, 2023, at 3:30 P.M., in Council Conference Room, 3rd Floor, Arvada City Hall, 8101 Ralston Road, Arvada, Colorado. Any interested elector within the Jefferson Parkway Public Highway Authority may inspect the proposed amended budget and file or register any objections at any time prior to the final adoption of the amended 2023 budget.

BY ORDER OF THE EXECUTIVE DIRECTOR:
JEFFERSON PARKWAY PUBLIC
HIGHWAY AUTHORITY

Published: August 10, 2023
Denver Post

Please note: The Denver Post will no longer be issuing paper tears. They will only be a digital copy.

PUBLIC NOTICE

**NOTICE AS TO PROPOSED AMENDED 2023 BUDGET AND HEARING
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**

NOTICE IS HEREBY GIVEN that a proposed amended budget has been submitted to the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY for the year of 2023. A copy of such proposed amended budget is on file at the office of Jefferson Parkway Public Highway Authority and is available for public inspection at the JPPHA offices located at 5555 West 56th Avenue, Arvada, Colorado 80002. Please call to schedule for an appointment (720) 898-7517 as the office is normally not staffed. Such proposed amended budget will be considered at a public hearing at a special meeting of the Jefferson Parkway Public Highway Authority to be held Thursday, August 17, 2023, at 3:30 P.M., in Council Conference Room, 3rd Floor, Arvada City Hall, 8101 Ralston Road, Arvada, Colorado. Any interested elector within the Jefferson Parkway Public Highway Authority may inspect the proposed amended budget and file or register any objections at any time prior to the final adoption of the amended 2023 budget.

BY ORDER OF THE EXECUTIVE DIRECTOR:

JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY

Published: Thursday, August 10, 2023
Denver Post

**Jefferson Parkway Public Highway Authority
PROPOSED 2023 BUDEGET REVISION**

	<i>2019 Actual AUDITED</i>	<i>2020 Actual UNAUDITED</i>	<i>2021 Actual UNAUDITED</i>	<i>2022 Estimate UNAUDITED</i>	<i>2023 Budget adopted</i>	<i>2023 Actual YTD 7-10-23</i>	<i>PROPOSED 2023 BUDGET REVISION</i>
<i>Beginning FB</i>	\$ (89,525)	\$ 38,982	\$ 7,670	\$ (1,543)	\$ (6,053)	\$ (6,053)	\$ (6,053)
REVENUES							
Member Contributions	\$ 4,025,000	\$ 131,792	\$ 3,761	\$ 34,924	\$ 38,000		\$ 158,000
Interest/Other	\$ 10,940	\$ 815	\$ 102		\$ 500		\$ 500
	\$ 4,035,940	\$ 132,607	\$ 3,863	\$ 34,924	\$ 38,500	\$ -	\$ 158,500
EXPENDITURES							
Trainings and Meetings	\$ 1,336		\$ 275		\$ 100		
Print/Mail/Supplies	\$ 125		\$ 350	\$ 712	\$ 100	\$ 2,287	\$ 3,000
Dues	\$ 75		\$ 113				
Insurance (CIRSA)	\$ 3,445	\$ 3,467	\$ 3,680	\$ 1,870	\$ 1,880	\$ 1,856	\$ 1,856
Audit Expense	\$ 6,675	\$ 6,200			\$ 5,800		\$ 18,000
Misc	\$ 9,656	\$ 953					
PROFESSIONAL SERVICES							
Executive Director	\$ 116,623			\$ 7,654	\$ 10,000	\$ 3,146	\$ 5,000
Support Staff	\$ 52,838	\$ 14,888	\$ 3,250	\$ 915	\$ 5,000	\$ 540	\$ 1,200
Icenogle	\$ 72,255	\$ 37,241	\$ 4,663	\$ 25,417	\$ 10,000	\$ 30,813	\$ 43,000
Squire Patton Boggs	\$ 185,482	\$ 7,046					
Jones and Keller (H. Kenison)	\$ 98,091	\$ (23,999)	\$ (308)			\$ 15,263	\$ 15,263
Clifton	\$ 1,421	\$ 871		\$ 1,019		\$ 217	\$ 600
HC Peck	\$ 14,558						
The Antero Company	\$ 75,000						
Venable LLP	\$ 141,936						
Mayer Brown Phase 1							\$ 20,000
Mayer Brown Phase 2							\$ 30,000
Ames and Gough	\$ 3,710						
Ostrander & Dingess	\$ 8,292						
HDR Engineering - includes RMMA	\$ 1,013,634	\$ 71,334	\$ 1,052	\$ 1,846	\$ 3,000	\$ 637	\$ 1,300
GBSM Inc	\$ 85,969	\$ 18,206			\$ 1,500	\$ 266	\$ 500
<i>Section 1601</i>							
ROW Work	\$ 29,446	\$ 432					
Survwest	\$ -						\$ 9,000
<i>Project Feasibility Phase</i>							
RFQ/RFP Documents (Ashurst LLP)	\$ 915,289						
Land and Easement Acquisitions	\$ 1,071,580	\$ 27,281					
3% Emergency Reserve					\$ 1,120		
Contingency (2% of budget)							\$ 3,200
	\$3,907,433	\$163,919	\$13,076	\$39,433	\$38,500	\$55,024	\$ 151,919
<i>Ending FB</i>	\$38,982	\$ 7,670	\$ (1,543)	\$ (6,053)	\$ (6,053)	\$ (61,077)	\$ 528

MEMORANDUM

August 7, 2023

TO: Board of Directors, JPPHA
FROM: Bill Ray, Executive Director
RE: Proposed 2023 Budget Amendment

Summary

The current budget was assembled with the thought that 2023 would be minimal. With the exception of audits needed for 2020, 2021, and 2022, the Authority would not be taking on substantial work while awaiting the outcome of the discussions and litigation regarding Broomfield's request to withdraw. As you may recall the adopted 2023 budget was \$38,500. I am recommending that the budget be revised upward to a new total of \$158,500 to cover the unanticipated expenses incurred or anticipated by the Authority as is detailed below.

Information

Additional Legal expenses. At the time of budget adoption, it was uncertain the role that the JPPHA General Counsel would play in the Broomfield negotiations. That role has been significant. The original budgeted amount was \$10,000 and as of July actual expenses have been \$31,000. I am recommending adding an additional \$12,000 for a total revision to \$43,000 for the year. In addition, Broomfield requested clarification of the ultimate regulatory authority regarding Rocky Flats. To that end, the Authority utilized the services of Howard Kenison who has long served as the Authority's environmental legal special counsel. That unanticipated expense was \$15,000.

Also, the Authority needs the expertise of a concession procurement special legal counsel to analyze and advise regarding terms acceptable to JPPHA for a transaction wherein Broomfield's property transfer is delayed (meaning terms which will not have a chilling impact on JPPHA's ability to build Jefferson Parkway via a concession and lease agreement arrangement). This initial analysis is phase 1, without negotiation with Broomfield, on precise mutually agreeable terms is expected to cost no more than \$20,000. If actual negotiation between Broomfield and JPPHA on such a transaction ensues, this would be phase 2 and these legal costs will be greater. Therefore, I would plan, for the remainder of 2023 that these costs be budgeted at \$50,000 to avoid returning to the Board with another budget amendment for the negotiations.

Additional Survey Work No specific metes and bounds description was ever developed by Broomfield for the Parkway right of way, It was necessary to hire a land surveyor to both confirm control points in the field and develop a metes and bounds description for the right of way. That cost was an unanticipated \$9,000.

Auditor Costs The budget currently allocates \$5,800 for audit expenses. The audit firm recommended to the Board estimates the costs for the 2020, 2021 and 2022 budget years is a combined \$17,250 plus expenses. I am recommending a revised amount of \$18,000 for this year to cover those costs.

Other expenses The Authority began the year with a small deficit in fund balance of \$6,053. I am also recommending that a 2% contingency be incorporated into the budget for \$3,200.

Conclusion

With these modifications, I believe the Authority will provide the needed technical expertise and information needed as part of the Broomfield withdrawal process. I commend this revised budget for your favorable consideration.



ICENOGL SEAVER POGUE

August 17, 2023

Jefferson Parkway Public Highway Authority
c/o Bill Ray
P.O. Box 8101
Arvada, Colorado 80001

Re: Legal Services Engagement – Jefferson Parkway Public Highway Authority

Board Members:

Icenogle Seaver Pogue, P.C. (the “Firm”) is pleased to submit this letter of engagement for general counsel legal services for Jefferson Parkway Public Highway Authority within Jefferson County (the “Authority”). Our Standard Terms of Engagement are enclosed with this letter and confirm our understanding of the general terms of representation that our Firm will undertake on behalf of the Authority.

The services of our Firm are primarily measured and charged on a time basis. You will be invoiced for the services that personnel in our Firm perform for you. Invoices are rendered on a monthly basis and they are due upon receipt. Typically, our services are measured in increments of one-tenth of an hour and applied to our hourly rates. The rates of all billing personnel in our Firm are enclosed. All rates are subject to change January 1 of each year.

In addition to legal fees, the Firm will also bill you for its out-of-pocket costs incurred in handling your legal matters. These include photocopying and delivery charges, filing and recording fees, travel expenses, materials and services obtained from others, and other items for which we advance payment on your behalf. These, too, will be billed on a monthly basis. All unpaid fees and costs are subject to a one percent per month interest charge. The exception to time-measured billing are opinion fees, charged for formal legal opinions on which others may rely, notably bond-related and contract enforceability-related opinions. Such opinion fees vary with the complexity of issues involved and will be subject to your agreement in advance of opinion issuance.

Because our Firm works with property owners and political subdivisions, including municipalities, counties, and cities and counties, we are or may be engaged by others to organize and/or represent entities in the same area as this Authority. We will not represent those clients in matters adverse to the Authority or the Authority in matters adverse to those clients.

Before engagement, we are required by the Colorado Rules of Professional Conduct (the “Rules”) to evaluate whether there are any ethical constraints to representing a client. We do not believe that our past engagement by the Authority or our present engagement by other clients will materially limit or adversely affect our ability to represent the Authority. In the event we believe a conflict under the Rules materializes at any time, we will notify you and deal with the matter

appropriately. Additional information regarding conflicts of interest are set forth in the enclosed Standard Terms of Engagement.

This letter, together with the enclosed Standard Terms of Engagement, are intended to formalize our retention as legal counsel. Please confirm your agreement to the terms of our engagement by signing this letter in the space indicated below, sending us a scanned copy with your signature and retaining the original copy for yourself.

If you have any question regarding these terms, please feel free to contact us.

Very Truly Yours,

ICENOGL SEAVER POGUE
A Professional Corporation



Tamara K. Seaver

:DBH
Enclosures

Accepted by: _____

Title: _____

Date: _____



ICENOGLE SEAVER POGUE

2023 BILLING RATES

T. Edward Icenogle	Of Counsel	\$360.00 per hour
Tamara K. Seaver	Shareholder	\$460.00 per hour
Alan D. Pogue	Shareholder	\$460.00 per hour
Deborah A. Early	Shareholder	\$385.00 per hour
Jennifer L. Ivey	Shareholder	\$385.00 per hour
Anna C. Wool	Shareholder	\$290.00 per hour
Shannon Smith Johnson	Shareholder	\$290.00 per hour
Alicia J. Corley	Associate	\$280.00 per hour
Karlie R. Ogden	Associate	\$250.00 per hour
Alexandra L. Moore	Associate	\$235.00 per hour
Kayla M. Enriquez	Associate	\$235.00 per hour
Hannah E. Huval	Associate	\$235.00 per hour
Stacie L. Pacheco	Paralegal	\$195.00 per hour
Donette B. Hunter	Paralegal	\$195.00 per hour
Megan Liesmaki	Paralegal	\$190.00 per hour
L. Noel Nail	Paralegal	\$190.00 per hour
T. Max Gilida	Administrator	\$ 25.00 per hour



ICENOGL SEAVR POGUE

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement confirm our understanding of the general terms of the representation Icenogle Seaver Pogue, P.C. (the “Firm”) will undertake on behalf its clients. These terms will apply to any matters we agree to undertake unless we and the client agree in writing to a different arrangement. These Standard Terms of Engagement do not constitute an engagement unless accompanied by a letter describing a specific matter for which the Firm has been engaged.

1. Scope of Engagement.

By separate letter we will agree on the exact scope of each engagement, *i.e.*, the specific tasks for which you have hired us. Our representation will be limited to the legal services set out in our written agreement describing the specific scope of each engagement. Our acceptance of an engagement does not involve an undertaking to represent the client or its interests in any other matter. We may agree to limit or expand the scope of our representation from time to time, provided that we confirm any such change in writing.

If you have engaged the Firm to provide legal services in connection with a specific matter, it is possible that after completion of the matter, changes may occur in applicable laws or regulations that could impact your future rights and liabilities. If you separately engage us after completion of the matter to provide additional advice on issues arising from it, the Firm would be pleased to advise you with respect to future legal developments, but will not do so absent a new engagement set forth in a new engagement letter.

At the commencement and during the course of our representation, we may express opinions or beliefs concerning the matter, alternative courses of action, or results that might be anticipated. Any such statement made by any individual lawyer of the Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be regarded as a promise or guarantee.

2. Staffing.

The attorney or attorneys in charge of each engagement will make staffing decisions with the objective of rendering services to you on the most efficient and cost-effective basis. We, of course, will be happy to discuss staffing with you at any time.

3. Conflicts of Interest.

To avoid conflicts of interest, we maintain a record of past and present clients and persons or entities with an interest adverse to our clients to determine whether a conflict of interest would be created by any new representation. You should tell us now and in the future whether any other



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individuals or business entities are or become involved in our representation of you. Otherwise, we will assume that our listing is complete.

The Firm represents many other companies, individuals, property owners and political subdivisions, including special districts, public highway authorities, regional transportation authorities, municipalities, counties, and cities and counties. As such, it is possible that present or future clients of the Firm will have disputes or transactions with you. Accordingly, to prevent any future misunderstanding and to preserve the Firm's ability to represent you and its other clients, we agree as follows with respect to certain conflicts of interest issues:

a) Unless the Firm has your specific written consent that the Firm may do so, the Firm will not represent another client in a matter which is substantially related to a matter in which the Firm represents you and in which the other client is adverse to you. The Firm understands the term "matter" to refer to transactions, negotiations, proceedings or other representations involving specific parties.

b) In the absence of a conflict as described in subparagraph (a) above, you acknowledge that the Firm will be free to represent any other client either generally or in any matter in which you may have an interest.

c) The effect of subparagraph (b) above is that the Firm may represent another client on any issue or matter in which you might have an interest including, but not limited to, agreements, contracts, easements, special district formation, intergovernmental agreements, dissolutions, consolidations, etc.

The Firm agrees, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of the Firm's representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of the Firm's other clients, we have asked for similar agreements to preserve our ability to represent you.

4. Affiliates.

Unless we agree otherwise, our representation is only of the client named in our separate engagement letter and not any parent, subsidiary, sister corporation, limited liability company, or partnership or any officer, director, employee, consultant, contractor, manager, member, shareholder, partner, joint venture, or other affiliate (collectively, "Client Affiliates"). While we will be meeting and interacting with Client Affiliates during the course of our representation, we are not acting as legal counsel to any of these persons in their individual capacities in connection



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with the engagement or otherwise. We encourage these individuals to seek separate legal counsel if necessary.

5. Representation Solely By Iceno Seaver Pogue, P.C.

In some circumstances you may be represented by more than one law firm for a particular matter. With respect to all services performed on your behalf and all legal representation by the Firm, the Firm shall have no duty to supervise or control any other law firms or lawyers.

6. Retention and Disposition of Documents.

The Firm will maintain records related to this engagement in formats and organization that we, in our sole professional judgment, determine are efficient and appropriate for the conduct of this engagement. These records will include any final adopted and approved records of which the Firm has been provided a copy in the conduct of this engagement. All other documents, including, but not limited to, our notes, drafts, memoranda, worksheets, and other electronic communication and documents stored in various media or file servers, may be periodically, confidentially, and permanently purged by us once they are no longer useful to us in providing services to you for this engagement. Following the termination of this engagement we will return to the client any original documents and other property provided to the Firm in connection with this matter upon our receipt of payment of all outstanding fees and costs. The Firm may retain its own file pertaining to this matter. The Firm's file pertaining to the engagement may include, without limitation, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We reserve the right to destroy or otherwise dispose of any documents or other materials retained by us without further notice to you 6-months after the termination of our engagement unless prohibited from doing so by Rules of Professional Conduct.

7. Client Responsibilities.

Our successful representation of you depends, in part, upon your cooperation with us. As such, we expect that you will be candid and cooperative with us, timely respond to our requests for information, provide us with factual information and documents relating to the matters we are handling for you, keep us informed of developments, be available to confer with us, and make decisions as required to assist us in the progress of our representation. Your candor and cooperation are necessary conditions of the attorney-client relationship, the absence of which will entitle the Firm to withdraw as legal counsel.

Because it is important that we be able to contact you at all times in order to consult with you regarding the client's representation, you will promptly inform us of any changes in your contact information including relevant mail and e-mail addresses and phone numbers. Whenever



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we need your instructions or authorization in order to proceed with legal work on the client's behalf, we will contact you at the latest address and phone number that we have received from you.

You will be invoiced for the services that personnel in the Firm perform for you. Invoices are rendered on a monthly basis and payment is due upon receipt, unless there is a question about our invoice, in which case we ask that you promptly advise us thereof, so they may be timely addressed. Interest will be charged on any balance that is not paid on a timely basis at the Colorado statutory rate. Additionally, should our fees not be paid on a timely basis, we are entitled to require a retainer, which we will hold in our Colorado Lawyer Trust Account Foundation (COLTAF) Account, or to withdraw from this engagement as discussed in more detail below.

8. Disclaimer of Guarantee.

We use our best efforts in representing clients, but we make no promises or guarantees regarding the outcome of any particular matter. The Firm makes no warranties, guarantees, or representations concerning the successful termination of a favorable outcome of any legal services performed for its clients, legal action that may be filed by or against a client, or of any negotiations or discussions with other parties on a client's behalf.

9. Insurance Coverage.

You may have insurance policies relating to a matter for which you request our assistance. You should notify your insurance carrier as soon as possible if coverage for our fees and costs may be available. We can advise you on the availability of insurance coverage for fees and costs that we incur on your behalf if you expressly request that we do so and forward to us copies of any applicable insurance policies and other relevant documents. You will be primarily responsible for payment of our fees and costs unless we otherwise agree in writing regardless of whether you have insurance coverage.

10. Confidentiality.

Under applicable Rules of Professional Conduct, the Firm is obliged to avoid revealing information acquired as a consequence of the representation of any client. Therefore, if we have such information from another client, we cannot disclose it to you even if that information is relevant to our representation of you.

We preserve the confidences of our clients in accordance with the Rules and Laws of Professional Conduct as adopted and amended in Colorado and, as applicable, the courts of other states in which our lawyers are admitted to practice law. All non-public information that we obtain from you as a consequence of the representation ("Private Information") is protected under these rules. We use Private Information only to provide the legal and related services that you request



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from us. We do not disclose Private Information to anyone outside of our Firm, except as authorized by you or described below. We maintain physical, electronic, and procedural safeguards that comply with our professional responsibilities. Because we will not disclose Private Information in violation of our professional responsibilities, it is unnecessary for us to provide you with an “opt out” opportunity as otherwise authorized by the Gramm-Leach-Bliley Act.

There are certain limits on our duty to keep confidential the information you disclose to us in connection with our representation. These limits may allow or require disclosure of Private Information to, among other things; (1) prevent the commission of certain crimes or frauds or to rectify substantial injury that would otherwise result from certain crimes or frauds; (2) secure legal advice regarding our compliance with the applicable Rules of Professional Conduct; (3) comply with a court order directing disclosure of such information; or (4) comply with a statute or regulation directing disclosure. We do not expect any of these ethical or legal obligations to arise in the course of our representation, but it is important that you understand these limits to the duty of client confidentiality.

11. Marketing Materials.

From time to time, the Firm identifies clients in marketing materials. These materials may include print and online descriptions of the Firm’s services, presentations and proposals to other clients, lists in publications, and recruiting materials. You agree that the Firm may use your name and a brief description of the work we do for you in these materials, provided that no Private Information is revealed. You may withdraw this consent at any time, but as a practical matter, a later withdrawal will be ineffective to reverse a prior disclosure.

12. Audits.

We are at times asked by our clients to provide information to auditors or other financial professionals for the purpose of preparing financial statements. Should you make such an audit request of us, we may bill for our services on the basis of the Firm’s regular hourly rate for the professionals involved. Should you make such an audit request at a time when you are no longer a client of the firm you understand that our responding to the request is an accommodation that we provide for former clients and does not form a new attorney-client relationship.

13. Termination and Withdrawal.

You have the right to discharge us for any reason at any time upon reasonable notice. If you do so, all unpaid fees and costs will be due and payable no later than thirty (30) days after such discharge and you agree that we may use any funds held in Trust on your behalf to pay unpaid invoices.



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In the absence of another agreement, our representation of you will automatically end thirty (30) days after we send our last bill for services rendered on the specific matter set forth in the scope of engagement.

We reserve the right to withdraw from representing you for the reasons permitting attorney withdrawal in relevant Rules of Professional Conduct or applicable law. Where required, we will attempt to give you reasonable notice and time to secure other counsel, obtain approval from any court or tribunal that is necessary, and take reasonable steps to minimize any prejudice you may suffer by our withdrawal. In particular, and by way of example, we reserve the right to decline to perform any further services if any account is past due. We will comply with applicable Rules of Professional Conduct in effectuating any such withdrawal. When appropriate, we reserve the right to terminate the representation, for example, and without limitation, if (a) evidence comes to light indicating that positions you wish us to assert lack factual or legal merit; (b) you fail to cooperate in the work necessary to the representation; (c) you breach this agreement by failing to pay fees or reimburse costs; or (d) for professional or ethical reasons we cannot or, in our opinion, should not continue to proceed with the representation.

If you affiliate with, acquire, are acquired by, or merge or combine with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to the affiliation, acquisition or merger, or between any of our clients and the resulting entity following the affiliation, acquisition or merger.

If we elect to withdraw, you will take all steps necessary to effectuate our withdrawal and will pay all outstanding fees or costs owed as of the time of withdrawal.

Following the termination of this engagement, we will return to the client any original documents and other property provided to the Firm in connection with this matter upon our receipt of payment of all outstanding fees and costs.

14. Employment Eligibility.

Pursuant to §§ 8-17.5-101, *et seq.*, C.R.S., the definitions in which are hereby incorporated:

A. The Firm hereby certifies to the client that, as of the date of the client's engagement letter, the Firm does not knowingly employ or contract with a worker without authorization who will perform work under this engagement and that the Firm will participate in the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration (the "E-Verify Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this engagement.



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B. The Firm shall not:

1. Knowingly employ or contract with a worker without authorization to perform work under this engagement; or

2. Enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this engagement.

C. The Firm has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this engagement through participation in the E-Verify Program.

D. The Firm shall not use the E-Verify Program to undertake pre-employment screening of job applicants while this engagement is being performed.

E. If the Firm obtains actual knowledge that a subcontractor performing work under this engagement knowingly employs or contracts with a worker without authorization, the Firm shall:

1. Notify the subcontractor and the client within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

2. Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subsection I.E.1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization; except that the Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

F. The Firm is required to comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to § 8-17.5-102 (5), C.R.S., to ensure that the Firm is complying with this Paragraph.

G. If the Firm violates a provision of this paragraph, the client may terminate the engagement for a breach of the engagement. If the engagement is so terminated, the Firm shall be liable for actual and consequential damages to the client. The client shall notify the Colorado office of the Secretary of State if the Firm violates a provision of this paragraph and the client terminates the engagement.



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We look forward to representing you. If you have any questions concerning these Standard Terms of Engagement that arise at any time, or if you ever wish to discuss any matter relating to our legal representation, please do not hesitate to call us.



Streamline Platform - Subscription Agreement

CUSTOMER: **Jefferson Parkway Public Highway Authority**

ORDER DATE: **08 / 08 / 2023**

This Software as a Service Agreement (“Agreement”) is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 2321 P St, Sacramento, CA 95816 (“Company”), and the Customer listed above (“Customer”). This Agreement incorporates the [Streamline Terms of Service](#). [W9 is available online](#). **Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice and are subject to annual appropriation by the Customer. Additional Provisions on Page 2.**

DESCRIPTION OF SERVICES: See Page 3 for an overview of what Streamline Web includes, and for more information please review our [subscription-based website toolkit for local government](#) .

SUBSCRIPTION ORDER:

Name	Price
Streamline CP Essentials	\$720.00

One-Time Migration Costs: **\$0**
 Invoice Frequency: **Annually**
 Additional Billing Details: **N/A**

Order #: **14532234598**
 Original Order? **Original**
9/1/2023
 Billing Start Date:

Billing Person:
 Billing Address:
 City, State, Zip:

Phone:
 Email:

Streamline:

Name:
 Title:
 Date:
 Signature:

Customer:

Name:
 Title:
 Date:
 Signature:



Additional Provisions

1. To the maximum extent permitted by applicable law, the entire liability of the parties, their Boards of Directors, employees, affiliates and suppliers for all claims relating to this agreement shall be limited to the amount Customer paid for the services during the twelve (12) months prior to such claim. Subject to applicable law, the parties, their Boards of Directors, employees, affiliates and suppliers are not liable for any of the following: (a) indirect, special, incidental, punitive or consequential damages; (b) damages relating to failures of telecommunications, the internet, electronic communications, corruption, security, loss or theft of data, viruses, spyware, loss of business, revenue, profits or investment, or use of software or hardware that does not meet streamline systems requirements. The above limitations apply even if the parties, their Boards of Directors, employees, affiliates and suppliers have been advised of the possibility of such damages. This agreement sets forth the entire liability of the parties, their Boards of Directors, employees, affiliates and suppliers and the exclusive remedy with respect to the services and its use.

1. To the maximum extent permitted by applicable law, each Party shall indemnify, defend and hold the other Party harmless from all liabilities, costs and expenses (including, without limitation, attorneys fees) that such Party may suffer, sustain or become subject to as a result any misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's gross negligence or willful misconduct in performance of its obligations under this Agreement.

1. The terms of this Agreement will control in the event of any conflict with the Streamline Terms of Service, and Streamline will provide notice to the Customer of any change in the Terms of Service within thirty (30) days of such changes.



WHAT YOUR STREAMLINE WEB SUBSCRIPTION INCLUDES:

Technology	Setup and Training	Ongoing Support
Easy-to-use website tool allows you to control your content - no more waiting on a vendor or IT.	Initial website setup is free, and done before we meet - including information architecture (menu) best practices.	Unlimited support is included for anyone on your staff responsible for updating the website.
Built-in ADA compliance (the platform is fully accessible out of the "box").	Introduction to your state requirements so you know what needs to be posted.	Support system is built into your website - get help with the click of a button.
State-specific transparency dashboard with checkpoints for all posting requirements.	Training for your anyone on your staff via remote meeting to help you learn the system.	Unlimited hosting of content and files so you never have to "upgrade" your account.
Meeting dashboard with agenda reminders, one-click agenda and minute upload that takes seconds.	Free domain included (acmemud.specialdistrict.org) or connect your own custom domain / web address.	Extensive knowledge base of how-to articles and getting started guides are available 24/7.
Ongoing improvements to existing features included at no cost - your software will never be out of date.	Free SSL security certificate so that your site is served over https and visitors are protected.	Can't figure out how to send your question? That's ok, you'll have our technical support number, too.
<i>And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.</i>		

TYPICAL ONBOARDING TIMELINE:

