



# JEFFERSON

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## P A R K W A Y

Jefferson Parkway Public Highway Authority  
Regular Board Meeting Agenda  
Thursday, October 19, 2023  
Arvada City Hall  
8101 Ralston Road, Arvada, CO 90002

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

1. Call to Order
2. Pledge of Allegiance
3. Public Comment
4. Approval of Minutes
  - A. August 17, 2023 JPPHA Meeting
5. New Business
  - A. Presentation of 2020 Audit
  - B. Letter of Engagement - Icenogle Seaver Pogue
  - C. Approval of Streamline Proposal
6. Report from Executive Director
7. 2023 Budget - Budget Amendment
  - A. Public Hearing on Budget Amendment for 2023 Budget:  
Resolution 23-01 A Resolution Amending the 2023 Operating Budget
8. 2024 Budget - Proposed Budget
  - A. Public Hearing on Proposed 2024 Operating Budget  
Resolution 23-02 A Resolution Approving the 2024 Operating Budget
9. Report of the General Counsel
10. Report from the Board of Directors
11. Adjournment



# JEFFERSON

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## P A R K W A Y

### **Jefferson Parkway Public Highway Authority Special Board Meeting Minutes**

**Thursday, August 17, 2023  
Arvada City Hall  
8101 Ralston Road, Arvada, CO 80002**

**3:30 p.m.  
Council Conference Room, 3<sup>rd</sup> Floor**

I. Call to Order

Chairman David Jones called the meeting of the Jefferson Parkway Public Highway Authority (JPPHA) to order at 3:30 p.m. Present were Chairman David Jones, Director Marc Williams, Director Deven Shaff, and Director Lesley Dahlkemper. Also in attendance: Bill Ray, Exec. Director; Heidi Henkel, Broomfield Commissioner; 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

This meeting was a hybrid meeting using webinar technology. Bill Ray, Executive Director; Lorie Gillis, Arvada City Manager; Linda Haley, Arvada Deputy City Manager; Rachel Morris, Arvada City Attorney were present in the 3<sup>rd</sup> floor conference room at Arvada City Hall. All other participants were remote. Members of the public were given notice with instructions on how to participate with public comment.

II. Pledge of Allegiance

III. Public Comment - None

IV. Approval of Minutes  
A. January 19, 2023

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Director Shaff stated that the January 19 minutes show that Broomfield's withdrawal would be on the April agenda and since the Board did not meet in April, he thought it would be on today's agenda.

Ms. Seaver said that Mr. Ray had planned to report on that in the Executive Director's Report, and noted that it would be premature to vote on that issue today since settlement negotiations are still ongoing.

Director Dahlkemper moved to approve the January 19, 2023 minutes. Director Shaff seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Jones, Dahlkemper, Shaff, Williams

The Motion was Approved.

V. Report from Executive Director

Mr. Ray noted the issue of when the withdrawal item will be placed on the agenda has already been discussed in the previous agenda item. He reported that there are two regular meetings yet this year, one on October 19 and one on December 21.

Chairman Jones said he hopes we would have some resolution before one of those two meetings and asked if a special meeting could be called if that happens. Ms. Seaver affirmed she would recommend a special meeting be called for the purpose of taking action on the withdrawal at the appropriate juncture. Ms. Seaver then clarified that in the event a settlement is not reached, no action would be taken by the Authority in regard to Broomfield's withdrawal request.

Director Williams said it should be noted for the record that he and Mr. Jones will be leaving office on Nov. 13 and he felt it would be optimal to conclude withdrawal matters prior to having the item thrust at newly elected officials in Arvada.

VI. 2023 Budget – Budget Amendment

A. Public Hearing on Budget Amendment for 2023 Budget:

Resolution 23-01 A Resolution Amending the 2023 Operating Budget

Chairman Jones opened the public hearing on Budget Amendment for 2023, Resolution 23-01, A Resolution Amending the 2023 Operating Budget.

Mr. Ray reported that at the time the 2023 budget was prepared, it was based on minimal anticipated activity, which he noted is not the case. He said the notice for the budget public hearing was published in the newspaper and that he has

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received no requests to inspect the budget. He then reviewed the changes to the budget.

He reported on the additional legal expenses given increased involvement of general counsel as well as specialty counsels for environmental and now public-private partnership matters related to working toward settlement of the pending litigation to effectuate Broomfield's withdrawal. Mr. Ray reported that survey work to define and confirm the proposed right of way which Broomfield would convey was necessary because an actual legal description of metes and bounds had never been done by Broomfield. He noted auditing costs are also being increased and reported that there will be a meeting next week between our finance department and the auditor. The audit will be presented at the October meeting for approval. He said there is also a small fund balance deficit of \$3,000 and he is asking for a 2% contingency of \$3,200. He Reported that the final modified budget is a total of \$158,500, or for each member \$52,666.

Chairman Jones closed the public comment portion of the public hearing.

Director Shaff said in looking at the revenue side, he is curious as to where the revenue for these expenses will come from. Mr. Ray expressed his belief that it will come from the members. Director Shaff announced that Broomfield will not support any contribution to fund the budget increases generated by Broomfield's withdrawal.

Director Dahlkemper sought confirmation that there is no fund balance to help with the increased expenses. Mr. Ray so confirmed.

Director Williams sought input from general counsel of the ramifications of a member not contributing to the budget. Ms. Seaver noted that the budget amendment could not legally be adopted without funding as a short term consequence of the refusal. She reported that in the longer term the matter could be addressed in the pending settlement discussions or in the litigation in the absence of settlement.

Director Dahlkemper asked for the number for each member entity for this amendment and Mr. Ray reported it would total \$52,666 per member entity.

Chairman Jones asked as to Director Shaff's hesitancy in participating. Mr. Shaff responded that Broomfield requested to withdraw and they are merely continuing the practice of not approving the budgets as they continue to try to withdraw from the board.

Chairman Jones said it feels like Broomfield is counting on other members of the authority to carry the weight of a possible settlement when many of the actions were necessary to reaching closure on Broomfield's withdrawal short of litigation.

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Ms. Rodgers noted the various counsel for the parties are talking about what the contributions are to date and how that ties into the reimbursement agreement, which might help this part of the discussion. She reported that Broomfield has not authorized any more contributions.

Director Dahlkemper said she can take the budget matter back to Jeffco and recommend that they pay the amount per member but will need approval from her full Board of County Commissioners. Lorie Gillis noted Arvada would include it as part of our budget, same as the county.

Director Williams expressed the need for another special meeting after Arvada and Jeffco have addressed the funding matter. He asked Mr. Ray if there is a number that keeps the settlement talks going. Mr. Ray said all of the expenses that are being discussed are as a result of Broomfield's request to withdraw, with the exception of the audit and that he is puzzled that Broomfield wants to move towards settlement but refuses to pay for the expenses to move in that direction.

Ms. Seaver echoed Director Williams's earlier comments regarding timing because the lack of immediate funding will delay the negotiations given the need for public-private partnership special counsel and associated legal advice on transactions to effectuate Broomfield's right of way transfer without chilling future concession efforts. Ms. Seaver also expressed her belief that it was fair to seek the unfunded Broomfield share of budget excesses in the settlement negotiations because all of the expenses are all necessary to effectuate the withdrawal and/or the need for the same were generated by Broomfield requests.

Chairman Jones asked for comments from the three legal counsels representing the entities. Rachel Morris said her recommendation is to move forward with the direction we are headed as far as negotiations and legal advice, but then save for a later date, through settlement or litigation, how that would be split between the parties. Ms. Seaver noted that public-private partnership special counsel will not work without payment.

Director Williams said it is important for Ms. Morris to share with Ms. Rogers the recent discussion that the Arvada City Council had in executive session because there could be significant ramifications.

Ms. Sorrells said she is wondering if the different phases could be parceled out in phase 1 and phase 2 and the Board could authorize a smaller amount. Ms. Seaver reported that phase 1 of the special counsel's engagement is not to exceed \$20,000, and Phase 2 adds another \$30,000 for a total of \$50,000. Chairman Jones asked if the \$50,000 gets us to a "go or no go" and Ms. Seaver said yes.

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Mr. Ray clarified that Arvada and Jeffco could have a conversation to see if they would put money forward to pay for special counsel for the phase 1 work so that the negotiations can continue.

Director Shaff said this discussion is why he wanted to have Broomfield's request to withdraw on the agenda so everyone understands how they got where they are today. He said Broomfield submitted their request in 2019 and today, in looking at the budget, it would be asking Broomfield to cover legal expenses to cover the awkward situation for Broomfield's withdrawal. He said in looking at the negotiation, it is the JPPHA making the decision so the Board must act according to those expenses rather than individual members making those expenses. He expressed his belief that the reason Broomfield funding for the Authority is awkward is because some of these expenses have to do with the litigation or the negotiations which makes it a little murky. He said he is fine with Arvada and Jeffco going back and looking at those, but he's trying to move forward.

Chairman Jones said as regards the public hearing, there will be no action taken today. Ms. Seaver confirmed as much and noted that if Director Shaff needed a vote on the withdrawal matter in advance of the settlement or litigation being concluded, she would have no issue with the Authority voting against withdrawal for the record, she recommended against taking any other action with respect the withdrawal.

Chairman Jones closed the public hearing on Resolution 23-01.

Chairman Jones moved to table the budget amendment. Director Dahlkemper seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Jones, Williams, Dahlkemper, Shaff  
The Motion was Approved

VII. New Business

A. Letter of Engagement - Icenogle Seaver Pogue

Director Williams moved that the letter of engagement be tabled. Director Dahlkemper seconded the motion.

The following votes were cast on the motion:

Those voting Yes: Jones, Williams, Dahlkemper, Shaff  
The Motion was Approved

B. Approval of Streamline Proposal

No discussion occurred on this agenda item.

VIII. Discussion Items  
A. 2020 Audit

Mr. Ray said he covered this item in his Executive Director report. He said the board did authorize the 2020 audit because it is in arrears and the auditor will meet with the finance department in Arvada next week and it will then be finalized and presented to the board at the October meeting.

B. Future JPPHA Board Meetings

Mr. Ray said there are two quarterly meetings that remain for the year, one on October 19 and the other on December 21.

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

Ms. Seaver reported on the common interest privilege which had been established by and between Arvada, Jefferson County and JPPHA with respect to the Broomfield withdrawal and associated litigation. She recommended that the Board approve intervention in the pending litigation, and the engagement of Jefferson County and Arvada litigation specialists to represent the Authority in the same. She further reported that the intervention action does not implicate any immediate funding problems, and hence could be voted on during the meeting.

Director Shaff noted the litigation has been out there for quite some time and asked why intervene now? Ms. Seaver responded noting that if settlement is not attained, she recommends the Authority be in a position to expeditiously join the litigation to further Authority's best. Director Shaff said Director Williams said he would like this to be wrapped up by November and asked if this matter could be voted on in October. Ms. Seaver reported that would be possible but she reiterated her recommendation to approve intervention now because all three jurisdictions were present fulfilling the Authority's Establishing Contract requirements for a quorum.

Director Williams expressed his frustration and moved, based on discussions during the meeting, that the Authority approve intervention in Case Number 2022CV30624 in Jefferson County District Court, and the engagement of City of Arvada and Jefferson County litigation staff to represent the Authority under the Common Interest Privilege. Director Dahlkemper seconded the motion.

Director Shaff abstained from the vote.

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The following votes were cast on the motion:

Those voting Yes: Jones, Williams, Dahlkemper

Abstain: Shaff

The Motion was Approved

X. Report from the Board of Directors – None

XI. Adjournment at 4:28.

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David Jones, Chair

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Christine Koch  
Recording Secretary





## ICENOGL SEAVR POGUE

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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: \_\_\_\_\_



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### 2023 BILLING RATES

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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



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## 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.



## ICENOGLE SEAVER POGUE

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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:


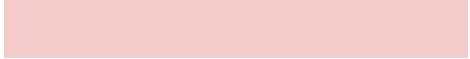
Name	Price
Streamline CP Essentials	\$720.00

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**

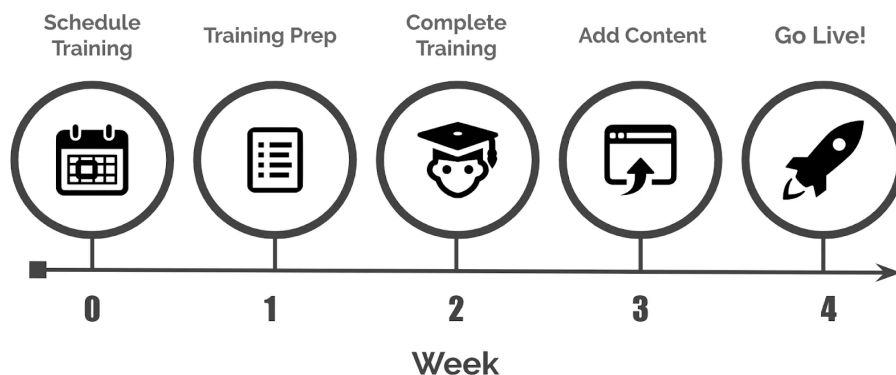
1. To the maximum extent permitted by applicable law, the entire liability of the parties, their Boards of Directors, employees, affiliates and suppliers for all claims relating to this agreement shall be limited to the amount Customer paid for the services during the twelve (12) months prior to such 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.
<b><i>And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.</i></b>		

TYPICAL ONBOARDING TIMELINE:



**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 regular meeting of the Board of Directors of the Authority held, Thursday, the 19<sup>th</sup> day of October, 2023, at 3:00 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
----------------	-----------

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, October 12, 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, October 19, 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 \$105,600

**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 19<sup>th</sup> DAY OF OCTOBER, 2023.**

JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY

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

ATTEST:

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



**EXHIBIT A**

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



# JEFFERSON

P A R K W A Y

## **NOTICE OF REGULAR BOARD MEETING OF THE JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**

### **TO BE HELD**

Thursday, October 19, 2023  
Arvada City Hall  
8101 Ralston Rd., Arvada, CO

3:00 p.m.  
Council Conference Room, 3<sup>rd</sup> 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 Regular Board Meeting on Thursday, October 19, 2023 at 3:00 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**

1. Call to Order
2. Pledge of Allegiance
3. Public Comment
4. Approval of Minutes
  - A. August 17, 2023 JPPHA Meeting

5. New Business
  - A. Presentation of 2020 Audit
  - B. Letter of Engagement - Icenogle Seaver Pogue
  - C. Approval of Streamline Proposal
6. Report from Executive Director
7. 2023 Budget - Budget Amendment
  - A. Public Hearing on Budget Amendment for 2023 Budget:  
Resolution 23-01 A Resolution Amending the 2023 Operating Budget
8. 2024 Budget - Proposed Budget
  - A. Public Hearing on Proposed 2024 Operating Budget  
Resolution 23-02 A Resolution Approving the 2024 Operating Budget
9. Report of the General Counsel
10. Report from the Board of Directors
11. Adjournment

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

Posted this 12th day of October, 2023

The Denver Post, LLC

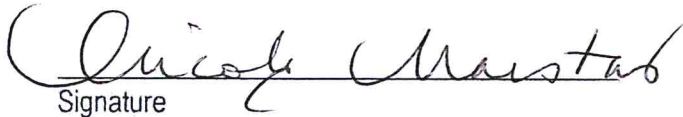
PUBLISHER'S AFFIDAVIT

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):

October 12, 2023

  
Signature

Subscribed and sworn to before me this  
13 day of \_\_October\_\_, 2023.

  
Notary Public

(SEAL)

KAY C. DAPICE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19944012554  
MY COMMISSION EXPIRES AUGUST 19, 2026

**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) 898-7020 as the office is normally not staffed. Such proposed amended budget will be considered at a public hearing at a regular meeting of the Jefferson Parkway Public Highway Authority to be held Thursday, October 19, 2023, at 3:00 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

Publish on: Thursday, October 12, 2023  
Publish in: Denver Post

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

**Jefferson Parkway Public Highway Authority  
PROPOSED 2024 BUDGET AND 2023 REVISED BUDGET**

	<i>2020 Actual UNAUDITED</i>	<i>2021 Actual UNAUDITED</i>	<i>2022 Estimate UNAUDITED</i>	<i>2023 Budget adopted</i>	<i>2023 Actual YTD 9-25-23</i>	<i>2023 BUDGET REVISION</i>	<i>PROPOSED 2024 Budget</i>
<i>Beginning FB</i>	\$ 38,982	\$ 7,670	\$ (1,543)	\$ (6,053)	\$ (6,053)	\$ (6,053)	\$ 57
<b>REVENUES</b>							
Member Contributions	\$ 131,792	\$ 3,761	\$ 34,924				
Arvada				\$ 18,750	\$ 19,250	\$ 35,200	\$ 13,000
Broomfield						\$ 35,200	\$ 13,000
Jeffco				\$ 19,250	\$ 19,250	\$ 35,200	\$ 13,000
Interest/Other	\$ 815	\$ 102	\$	\$ 500			\$ 100
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	\$ 132,607	\$ 3,863	\$ 34,924	\$ 38,500	\$ 38,500	\$ 105,600	\$ 39,100
<b>EXPENDITURES</b>							
Trainings and Meetings		\$ 275		\$ 100			\$ 100
Print/Mail/Supplies		\$ 350	\$ 712	\$ 100	\$ 2,595	\$ 3,000	\$ 500
Dues		\$ 113					
Insurance (CIRSA)	\$ 3,467	\$ 3,680	\$ 1,870	\$ 1,880	\$ 1,856	\$ 1,856	\$ 1,900
Audit Expense	\$ 6,200			\$ 5,800		\$ 6,500	\$ 20,000
Misc	\$ 953						
<b>PROFESSIONAL SERVICES</b>							
Executive Director			\$ 7,654	\$ 10,000	\$ 5,033	\$ 6,000	
Support Staff	\$ 14,888	\$ 3,250	\$ 915	\$ 5,000	\$ 540	\$ 1,200	
Icenogle	\$ 37,241	\$ 4,663	\$ 25,417	\$ 10,000	\$ 42,178	\$ 50,000	\$ 12,000
Squire Patton Boggs	\$ 7,046						
Jones and Keller (H. Kenison)	\$ (23,999)	\$ (308)			\$ 15,263	\$ 15,263	
Clifton	\$ 871		\$ 1,019		\$ 217	\$ 600	
HC Peck							
The Antero Company							
Venable LLP							
Mayer Brown Phase 1							
Mayer Brown Phase 2							
Engineering/Title/Survey						\$ 2,000	\$ 2,000
Ames and Gough							
Ostrander & Dingess							
HDR Engineering - includes RMMA	\$ 71,334	\$ 1,052	\$ 1,846	\$ 3,000	\$ 637	\$ 1,300	
GBSM Inc	\$ 18,206			\$ 1,500	\$ 451	\$ 500	
Section 1601							
ROW Work	\$ 432						
Survwest					\$ 8,671	\$ 8,671	
<i>RFQ/RFP Documents (Ashurst LLP)</i>							
<i>Land and Easement Acquisitions</i>	\$ 27,281						
<b>Contingency</b>						\$ 2,600	\$ 2,500
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	\$163,919	\$13,076	\$39,433	\$37,380	\$77,440	\$ 99,490	\$ 39,000
<i>Ending FB</i>	\$ 7,670	\$ (1,543)	\$ (6,053)	\$ (4,933)	\$ (44,992)	\$ 57	\$ 157



## BUDGET MESSAGE FOR REVISED 2023 AND PROPOSED 2024 JPPHA BUDGET

October 10, 2023

### REVISED 2023 BUDGET

The 2023 budget was originally proposed for just those items needed to keep the Authority operating at a minimum level of function – audit costs, liability insurance premium, etc. The budget was developed with the assumption that all matters relating to Broomfield’s request for withdrawal had been successfully resolved.

Instead, there have been several technical and legal issues that required substantial unanticipated expenditures to provide information needed to move the settlement discussion forward. For example, a precise metes and bounds description of the right of way to be provided by Broomfield had never been developed, but was necessary to have in the course of settlement discussions. As another example, a question about the Federal government’s responsibility for the post-cleanup remediation, if required, resulted in additional legal and research costs. The revised 2023 budget accounts for these, other unanticipated costs as well as the cost of the 2020 audit for a total amount of \$99,490.

### PROPOSED 2024 BUDGET

The proposal for the 2024 budget of \$39,000 is based on the assumption there will be no resolution for Broomfield’s request to withdraw. Half of that will be the cost to complete the 2021, 2022 and 2023 audits and the rest is for costs associated with the continuing operation of the Authority on a minimal basis until market conditions for a new public-private partnership arise.

Respectfully submitted,

William A. Ray, Jr.  
Executive Director,  
Jefferson Parkway Public Highway Authority

STATE OF COLORADO  
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY  
2024 BUDGET RESOLUTION  
RESOLUTION 23-02

The Board of Directors of the Jefferson Parkway Public Highway Authority, State of Colorado, held a regular meeting at Arvada City Hall, 8101 Ralston Road, Arvada, Colorado 80002 on Thursday, October 19, 2023 at the hour of 3:00 P.M., at which a quorum of the Board of Directors was present.

Counsel reported that, prior to the meeting, each of the directors had been notified of the date, time and place of this meeting and the purpose for which it was called. It was further reported that this meeting is a regular meeting of the Board of Directors of the Jefferson Parkway Public Highway Authority and that a notice of regular meeting has been posted in accordance with Section 24-6-402, C.R.S. and as prescribed in the resolution on annual actions regarding meetings and notices, adopted at the January 17, 2019 meeting of the Jefferson Parkway Public Highway Authority and to the best of counsel's knowledge, remains posted to the date of this meeting. A copy of the Notice of Regular Meeting, which was used for this purpose and an original publisher's Affidavit of Publication are attached hereto as **Exhibit A** and incorporated herein by this reference.

Thereupon, Commissioner \_\_\_\_\_ introduced and moved the adoption of the following Resolution:

**RESOLUTION  
OF THE BOARD OF DIRECTORS  
OF THE JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**

**Resolution 23-02**

**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 2024 and Ending on the Last Day of December 2024.**

**WHEREAS**, the Board of Directors (the “Board”) of the Jefferson Parkway Public Highway Authority (the “Authority”) has authorized its treasurer and accountant to prepare and submit a proposed budget to said governing body at the proper time; and

**WHEREAS**, the proposed budget has been submitted to the Board for its review and consideration; and

**WHEREAS**, due and proper notice was published on Thursday, October 12, 2023 in the Denver Post, indicating (i) the date and time of the hearing at which the adoption of the proposed budget will be considered; (ii) that the proposed budget 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 at any time prior to the final adoption of the budget by the Authority; and

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

**WHEREAS**, a public hearing was held on Thursday, October 19, 2023 and interested persons were given the opportunity to file or register any objections to said proposed budget and any such objections were considered by the Board; and

**WHEREAS**, the budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of Section 29-1-301, C.R.S., and Article X, Section 20 of the Colorado Constitution; and

**WHEREAS**, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, STATE OF COLORADO:**



Section 1. Summary of 2024 Revenues and 2024 Expenditures. That the estimated revenues and expenditures for each fund for fiscal year 2024, as more specifically set forth in the budget attached hereto as Exhibit B and incorporated herein by this reference, are accepted and approved.

Section 2. Adoption of Budget. That the budget as submitted, amended and attached hereto as Exhibit B, is approved and adopted as the budget of the Jefferson Parkway Public Highway Authority for fiscal year 2024.

Section 3. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

Section 4. Budget Certification. That the budget shall be certified by David Jones, Chairman of the Authority, and made a part of the public records of the Jefferson Parkway Public Highway Authority and a certified copy of the approved and adopted budget shall be filed with the Colorado Department of Local Affairs Division of Local Government.

The foregoing Resolution was seconded by \_\_\_\_\_.

**ADOPTED AND APPROVED ON THE 19<sup>th</sup> DAY OF OCTOBER, 2023.**

(SEAL)

JEFFERSON PARKWAY PUBLIC HIGHWAY  
AUTHORITY

\_\_\_\_\_  
By: David Jones  
Its: Chairman

ATTEST:

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

STATE OF COLORADO  
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY

I, David Jones, hereby certify that I am a director and the duly elected and qualified Chairman of the Jefferson Parkway Public Highway Authority (the “Authority”), and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of the Authority, adopted at a regular meeting of the Board of Directors of the Jefferson Parkway Public Highway Authority held on Thursday, October 19, 2023, at 3:00 P.M. as recorded in the official record of the proceedings of the Authority, insofar as said proceedings relate to the budget hearing for fiscal year 2024; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the Authority this 19<sup>th</sup> day of October, 2023.

(SEAL)

---

David Jones, Chairman

# **EXHIBIT A**

Notice of Regular Meeting  
Affidavit of Publication  
Notice as to Proposed 2024 Budget



**JEFFERSON**  
P A R K W A Y

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

**TO BE HELD**

Thursday, October 19, 2023  
Arvada City Hall  
8101 Ralston Rd., Arvada, CO

3:00 p.m.  
Council Conference Room, 3<sup>rd</sup> 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 Regular Board Meeting on Thursday, October 19, 2023 at 3:00 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**

1. Call to Order
2. Pledge of Allegiance
3. Public Comment
4. Approval of Minutes
  - A. August 17, 2023 JPPHA Meeting

5. New Business
  - A. Presentation of 2020 Audit
  - B. Letter of Engagement - Icenogle Seaver Pogue
  - C. Approval of Streamline Proposal
6. Report from Executive Director
7. 2023 Budget - Budget Amendment
  - A. Public Hearing on Budget Amendment for 2023 Budget:  
Resolution 23-01 A Resolution Amending the 2023 Operating Budget
8. 2024 Budget - Proposed Budget
  - A. Public Hearing on Proposed 2024 Operating Budget  
Resolution 23-02 A Resolution Approving the 2024 Operating Budget
9. Report of the General Counsel
10. Report from the Board of Directors
11. Adjournment

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

Posted this 12th day of October, 2023

The Denver Post, LLC

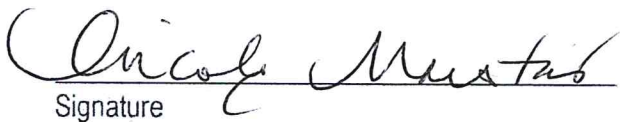
PUBLISHER'S AFFIDAVIT

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):

\_\_\_\_\_ October 12, 2023 \_\_\_\_\_

  
Signature

Subscribed and sworn to before me this  
13 day of \_\_October\_\_, 2023.

  
Notary Public

(SEAL)

KAY C. DAPICE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19944012554  
MY COMMISSION EXPIRES AUGUST 19, 2026

**PUBLIC NOTICE  
NOTICE AS TO PROPOSED 2024 BUDGET AND HEARING  
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**

**NOTICE IS HEREBY GIVEN** that a proposed budget has been submitted to the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY for the ensuing year of 2024. A copy of such proposed 2024 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) 898-7020 as the office is normally not staffed. Such proposed budget will be considered at a public hearing at a regular meeting of the Jefferson Parkway Public Highway Authority to be held Thursday, October 19, 2023, at 3:00 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 budget and file or register any objections at any time prior to the final adoption of the 2024 budget.

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

Publish on: Thursday, October 12, 2023  
Publish in: Denver Post

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

# **EXHIBIT B**

Budget Message  
Budget Document



## BUDGET MESSAGE FOR REVISED 2023 AND PROPOSED 2024 JPPHA BUDGET

October 10, 2023

### REVISED 2023 BUDGET

The 2023 budget was originally proposed for just those items needed to keep the Authority operating at a minimum level of function – audit costs, liability insurance premium, etc. The budget was developed with the assumption that all matters relating to Broomfield’s request for withdrawal had been successfully resolved.

Instead, there have been several technical and legal issues that required substantial unanticipated expenditures to provide information needed to move the settlement discussion forward. For example, a precise metes and bounds description of the right of way to be provided by Broomfield had never been developed, but was necessary to have in the course of settlement discussions. As another example, a question about the Federal government’s responsibility for the post-cleanup remediation, if required, resulted in additional legal and research costs. The revised 2023 budget accounts for these, other unanticipated costs as well as the cost of the 2020 audit for a total amount of \$99,490.

### PROPOSED 2024 BUDGET

The proposal for the 2024 budget of \$39,000 is based on the assumption there will be no resolution for Broomfield’s request to withdraw. Half of that will be the cost to complete the 2021, 2022 and 2023 audits and the rest is for costs associated with the continuing operation of the Authority on a minimal basis until market conditions for a new public-private partnership arise.

Respectfully submitted,

William A. Ray, Jr.  
Executive Director,  
Jefferson Parkway Public Highway Authority



**Jefferson Parkway Public Highway Authority  
PROPOSED 2024 BUDGET AND 2023 REVISED BUDGET**

	<i>2020 Actual UNAUDITED</i>	<i>2021 Actual UNAUDITED</i>	<i>2022 Estimate UNAUDITED</i>	<i>2023 Budget adopted</i>	<i>2023 Actual YTD 9-25-23</i>	<i>2023 BUDGET REVISION</i>	<i>PROPOSED 2024 Budget</i>
<i>Beginning FB</i>	\$ 38,982	\$ 7,670	\$ (1,543)	\$ (6,053)	\$ (6,053)	\$ (6,053)	\$ 57
<b>REVENUES</b>							
Member Contributions	\$ 131,792	\$ 3,761	\$ 34,924				
Arvada				\$ 18,750	\$ 19,250	\$ 35,200	\$ 13,000
Broomfield						\$ 35,200	\$ 13,000
Jeffco				\$ 19,250	\$ 19,250	\$ 35,200	\$ 13,000
Interest/Other	\$ 815	\$ 102		\$ 500			\$ 100
	<u>\$ 132,607</u>	<u>\$ 3,863</u>	<u>\$ 34,924</u>	<u>\$ 38,500</u>	<u>\$ 38,500</u>	<u>\$ 105,600</u>	<u>\$ 39,100</u>
<b>EXPENDITURES</b>							
Trainings and Meetings		\$ 275		\$ 100			\$ 100
Print/Mail/Supplies		\$ 350	\$ 712	\$ 100	\$ 2,595	\$ 3,000	\$ 500
Dues		\$ 113					
Insurance (CIRSA)	\$ 3,467	\$ 3,680	\$ 1,870	\$ 1,880	\$ 1,856	\$ 1,856	\$ 1,900
Audit Expense	\$ 6,200			\$ 5,800		\$ 6,500	\$ 20,000
Misc	\$ 953						
<b>PROFESSIONAL SERVICES</b>							
Executive Director			\$ 7,654	\$ 10,000	\$ 5,033	\$ 6,000	
Support Staff	\$ 14,888	\$ 3,250	\$ 915	\$ 5,000	\$ 540	\$ 1,200	
Icenogle	\$ 37,241	\$ 4,663	\$ 25,417	\$ 10,000	\$ 42,178	\$ 50,000	\$ 12,000
Squire Patton Boggs	\$ 7,046						
Jones and Keller (H. Kenison)	\$ (23,999)	\$ (308)			\$ 15,263	\$ 15,263	
Clifton	\$ 871		\$ 1,019		\$ 217	\$ 600	
HC Peck							
The Antero Company							
Venable LLP							
Mayer Brown Phase 1							
Mayer Brown Phase 2							
Engineering/Title/Survey						\$ 2,000	\$ 2,000
Ames and Gough							
Ostrander & Dingess							
HDR Engineering - includes RMMA	\$ 71,334	\$ 1,052	\$ 1,846	\$ 3,000	\$ 637	\$ 1,300	
GBSM Inc	\$ 18,206			\$ 1,500	\$ 451	\$ 500	
Section 1601							
ROW Work	\$ 432						
Survwest					\$ 8,671	\$ 8,671	
<i>RFQ/RFP Documents ( Ashurst LLP )</i>							
<i>Land and Easement Acquisitions</i>	\$ 27,281						
Contingency						\$ 2,600	\$ 2,500
	<u>\$163,919</u>	<u>\$13,076</u>	<u>\$39,433</u>	<u>\$37,380</u>	<u>\$77,440</u>	<u>\$ 99,490</u>	<u>\$ 39,000</u>
<i>Ending FB</i>	\$ 7,670	\$ (1,543)	\$ (6,053)	\$ (4,933)	\$ (44,992)	\$ 57	\$ 157