JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY
REGULAR MEETING
APRIL 18, 2013 – 9:00 A.M.
ARVADA CITY HALL, 8101 RALSTON ROAD, ARVADA CO

I. Call to Order

II. Pledge of Allegiance

III. Consent Items
   A. Approval of Minutes of the February 25, 2013 JPPHA Meeting

IV. Report from Staff
   A. RAMP Discussion

V. Report of the General Counsel
   A. Amendment to the Leyden Rock/Jefferson Parkway Agreement

VI. Report from the Board of Directors

VII. Public Comment (3 minute limit)

VIII. New Business
   A. Third Amendment to the Confidentiality and Exclusivity Agreement
   B. Status of Financial Advisor Engagement
   C. Approval of JPPHA Member Reimbursement Agreements

IX. Executive Session
   A. Discussion of matters being negotiated, Pursuant to CRS 24-6-402(e)
   B. Discussion of matters regarding land acquisitions, Pursuant to CRS 24-6-402(a)
   C. Discussion of matters regarding legal advice, Pursuant to CRS 24-6-402(4)(b)

ADJOURNMENT

JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY
SUMMARY OF MINUTES OF SPECIAL MEETING
FEBRUARY 25, 2013 – 1:00 P.M.
COMMISSIONERS' BOARDROOM, JEFFERSON COUNTY COURT HOUSE
100 JEFFERSON COUNTY PARKWAY
GOLDEN, COLORADO

I. Call to Order by Chairman Williams

Chairman Marc Williams called the meeting of the Jefferson Parkway Public Highway Authority (JPPHA) to order at 1:00 p.m. Present were Chairman Marc Williams; Vice-Chairman Don Rosier; Director Pat Quinn; Director Don Allard

Also in attendance were Bill Ray, Staff to JPPHA; Ed Icenogle and Tamara Seaver, Legal Counsel for the JPPHA; Kevin Standbridge and Bill Tuthill, City and County of Broomfield; Commissioner Faye Griffin, Commissioner Casey Tighe, Ellen Wakeman, Kate Newman and Pat Gilbert of Jefferson County; Chris Daly, City of Arvada.

II. Pledge of Allegiance

III. Consent Items

A. Approval of Minutes of the January 17, 2013 JPPHA Meeting

The minutes stand approved as submitted.

IV. Report from Staff

A. Presentation of Potential Financial Advisor

Bill Ray stated that a Request for Proposal for Financial Advisor services had been issued; that six responses had been received and reviewed; and that staff recommends Goldman Sachs as the preferred provider. Mr. Ray introduced three members of the Goldman Sachs financial team who summarized their proposal to serve as Financial Advisor to the JPPHA and answered questions from the Board.

B. 2012 Year-end budget report

Bill Ray gave a summary of the 2012 budget and expenses. He stated that 2012 ended within budget.

C. Acknowledgement of Victoria Runkle

Bill Ray reported to the Board that Victoria Runkle, finance director for the City of Arvada, has left her employment with Arvada to accept a position as Deputy City Manager for the City of Greeley. Mr. Ray acknowledged the hard work that Ms. Runkle has done for the JPPHA.

V. Report of the General Counsel - None

VI. Report from the Board of Directors

A. Vice-Chair Rosier stated that a kickoff meeting for the Western Beltway project will be on Tuesday, February 26, 2013.

B. Director Pat Quinn requested a synopsis of legal fees paid in 2012. Mr. Icenogle stated that it would be forthcoming.

VII. Public Comment - None

VIII. New Business

A. Approval of JPPHA Member Reimbursement Agreements

Bill Ray said this is on the agenda as a place holder. It will be considered on a future agenda.

IX. Executive Session

A. Discussion of matters being negotiated, Pursuant to CRS 24-6-402(4)(e)
B. Discussion of matters regarding land acquisitions, Pursuant to CRS 24-6-402(4)(a)
C. Discussion of matters regarding legal advice, Pursuant to CRS 24-6-402(4)(b)

Tamara Seaver, Legal Counsel, stated there are matters for executive session as shown above.

Director Quinn moved to go into executive session for the above noted items; Director Allard seconded.

The following votes were cast on the motion:
Those voting Yes: Williams, Allard, Rosier, Quinn
The Motion was approved.

X. Adjournment at 3:40 p.m. following the executive session.

_____
Marc Williams, Chairman

_____
Judy Lydick, Recording Secretary

FIRST AMENDMENT TO LEYDEN ROCK AGREEMENT

This FIRST AMENDMENT TO THE LEYDEN ROCK AGREEMENT related to the Leyden Rock development and the deed of highway right-of-way for construction of the Jefferson Parkway Public Highway related thereto (this "Amendment") is made and entered into this ____ day of _____, 2013, by and among RRCEA, LLC, a Colorado limited liability company (the "Developer"), the FRANK A. RODGERS JR. FAMILY TRUST ESTABLISHED NOVEMBER 18, 1976 AND RESTATED MARCH 17, 1982, the JAMES M. AND BARBARA A. RODGERS LIVING TRUST DATED JANUARY 20, 1994, the FRANK A RODGERS SR. FAMILY TRUST DATED FEBRUARY 23, 1977, and JEFFERSON 500 LLC, a Colorado limited liability company, (collectively, the "Other Property Owners") the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado (the "Authority"), the CITY OF ARVADA (the "City"), a Colorado home rule municipal corporation, and LEYDEN ROCK METROPOLITAN DISTRICTS NOS. 1, 2, 3 and 10 (the "Districts") collectively referenced herein as the "Parties."

RECITALS

WHEREAS, the Developer, Other Property Owners, the Authority, the City and Leyden Rock Metropolitan Districts Nos. 1, 2 and 10 entered into that certain Leyden Rock Agreement recorded on August 23, 2012 in the records of the Jefferson County Clerk and Recorder at Reception Number 2012089503 (the "Agreement"); and

WHEREAS, Paragraph 15 of the Agreement recognizes that the Leyden Rock Metropolitan Districts 3, 4, 5, 6, 7, 8 and 9 were legally inactive and therefore ineligible to join the Agreement at the time of its execution; and

WHEREAS, Paragraph 15 of the Agreement further provides that Leyden Rock Metropolitan Districts 3, 4, 5, 6, 7, 8 and 9 shall provide notice to the City and the Authority within thirty (30) days of returning to active status and shall become signatories and parties to the Agreement; and

WHEREAS, on or about February 28, 2013 Leyden Rock Metropolitan District No. 3 provided written notice to the City and the Authority that it was returning to active status and that on February 4, 2013 its Board of Directors approved becoming a party to the Agreement; and

WHEREAS, Paragraph 16 of the Agreement provides that the Agreement may only be amended by a writing executed by all of the Parties; and

WHEREAS, the Parties wish to amend the Agreement to make Leyden Rock Metropolitan District No. 3 a party to the Agreement and wish to further amend the Agreement

to allow Leyden Rock Metropolitan Districts 4, 5, 6, 7, 8 and 9 to join the Agreement without further amendments thereto;

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which considerations are hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. **Addition of Leyden Rock Metropolitan District No. 3.** In accordance with Paragraphs 15 and 16 of the Agreement, the Agreement is hereby amended to add Leyden Rock Metropolitan Districts No. 3 as a party to the Agreement. Henceforth Leyden Rock Metropolitan Districts No. 3 shall be included in the term "Districts" as used in the Agreement and shall no longer be included in the term "Inactive Districts" as used in the Agreement.

2. **Leyden Rock Metropolitan Districts Nos. 4, 5, 6, 7, 8, and 9.** Paragraph 15 of the Agreement is hereby amended and replaced in its entirety with the following:

> **Leyden Rock Metropolitan Districts Nos. 4, 5, 6, 7, 8 and 9**. The Leyden Rock Metropolitan Districts 4, 5, 6, 7, 8 and 9 are currently legally inactive in status under Colorado law (the "Inactive Districts"). Therefore, they are currently ineligible to join this agreement as Parties. Because the Inactive Districts, in conjunction with the Districts, will bear responsibility for accomplishing public infrastructure which is the subject of this Agreement, the Developer and the Districts shall (1) notify the Authority and the City within thirty (30) days of the date the Inactive Districts are returned to legally active status and (2) shall take all steps necessary to ensure that the Inactive Districts become signatories and Parties to this Agreement at the time of their reactivation. The Parties hereby approve the addition of one or more of the Inactive Districts as signatories and Parties to this Agreement, from time to time, as such Inactive District(s) return to active status. Such addition(s) shall not require an amendment of this Agreement and shall be memorialized as provided in Paragraph 16.

3. **Amendment.** Paragraph 16 of the Agreement is hereby amended and replaced in its entirety with the following:

> **Amendment.** This Agreement, including all exhibits hereto, may be amended only in writing, which writing is executed by all Parties; provided, however, that in accordance with the terms of Paragraph 15, the Parties hereby agree that one or more of the Inactive Districts may, from time to time, become signatories and Parties to this Agreement by appending a duly executed signature page signed by the Inactive District(s) that is returning to active status to this Agreement.

4. **Full Force and Effect.** Except as expressly modified by the Amendment, all provisions of the Agreement shall remain in full force and effect.

5. **Counterparts.** This Amendment may be executed (i) in multiple counterparts, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument, and (ii) via facsimile or electronic transmission with the facsimile or electronic transmission signature of any party on this instrument or a counterpart hereof being considered valid, binding and effective for all purposes.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the Parties to this Amendment have each caused this Amendment to be duly executed on this _____ day of _____, 2013

JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY

_____

ATTEST:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____ and _____ _____, as _____ and _____ _____of JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

CITY OF ARVADA, a Colorado municipal corporation

_____
Marc Williams, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Christopher K. Daly, City Attorney

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____ and _____ _____, as _____ and _____ _____of the CITY OF ARVADA.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

RRCEA, LLC

By: _____
Its: _____

ATTEST:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____ and _____ _____, as _____ and _____ _____of RRCEA, LLC.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

FRANK A RODGERS JR. FAMILY TRUST ESTABLISHED NOVEMBER 18, 1976 AND RESTATED MARCH 17, 1982

By: _____
James M. Rodgers

By: _____
Richard A. Rodgers

STATE OF _____)
) ss.
COUNTY OF_____)

Acknowledged before me this ___ day of _____, 2013, by James M. Rodgers, as Trustee and Richard A. Rodgers, as Trustee of the Frank A. Rodgers Jr. Family Trust Established November 18, 1976 and Restated March 17, 1982.

_____
Notary

My Commission Expires:_____

JAMES M. AND BARBARA A RODGERS LIVING TRUST DATED JANUARY 20, 1994

By: _____
James M. Rodgers

By: _____
Barbara A. Rodgers

STATE OF _____)
) ss.
COUNTY OF_____)

Acknowledged before me this ___ day of _____, 2013, by James M. Rodgers, as Trustee and Barbara A. Rodgers, as Trustee of the James M. and Barbara A. Rodgers Living Trust dated January 20, 1994.

_____
Notary

My Commission Expires:_____

JEFFERSON 500 LLC, a Colorado limited liability company

By: _____
Clay Carlson

STATE OF _____)
) ss.
COUNTY OF_____)

Acknowledged before me this ___ day of _____, 2013, by Clay Carlson, as Manager of Jefferson 500 LLC, a Colorado limited liability company.

_____
Notary

My Commission Expires:_____

THE FRANK A RODGERS SR. FAMILY TRUST DATED FEBRUARY 3, 1977

By: _____
Frank A. Rodgers, Jr.

By: _____
James M. Rodgers

STATE OF _____)
) ss.
COUNTY OF_____)

Acknowledged before me this ___ day of _____, 2013, by Frank A. Rodgers, Jr., as Trustee and James M. Rodgers, as Trustee of The Frank A. Rodgers Sr. Family Trust Dated February 3, 1977.

_____
Notary

My Commission Expires:_____

LEYDEN ROCK METROPOLITAN DISTRICT NO. 1

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by Christopher Elliott, as President of LEYDEN ROCK METROPOLITAN DISTRICT NO. 1.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

LEYDEN ROCK METROPOLITAN DISTRICT NO. 2

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by Christopher Elliott, as President of LEYDEN ROCK METROPOLITAN DISTRICT NO. 2.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

LEYDEN ROCK METROPOLITAN DISTRICT NO. 3

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by Christopher Elliott, as President of LEYDEN ROCK METROPOLITAN DISTRICT NO. 3.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

LEYDEN ROCK METROPOLITAN DISTRICT NO. 10

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by Christopher Elliott, as President of LEYDEN ROCK METROPOLITAN DISTRICT NO. 10.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

M:\JPPHA\Right-of-Way (ROW)\Leyden Rock (Smith-Rodgers)\Wrap-Around Agrt
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