



AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS

Date: Monday, August 1, 2022

Time: 5:00 p.m.

Place: **REMOTE VIDEO CONFERENCE**

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/96148206432?pwd=eFl1QjlTeElJRno2anlNQzVtVXZlQT09>

Meeting ID: 961 4820 6432

Passcode: 229772

Phone: 1-720-707-2699

1. Call to Order
2. Public Comments Regarding Non-Agenda Item
3. Consent Agenda Items
 - 3(a) Approval of Minutes for April 25, 2022 Board Meeting (enclosure)
 - 3(b) Financial Report for the Northwest Parkway Public Highway Authority (enclosure)
 - 3(c) Approval of Proof Civil Co. Contract to Provide Civil Engineering Services for the Varra Park Project (enclosure)
4. Special Counsel's Report
 - Review and Discuss Check issued to Northwest Parkway LLC from Civitas Resources in the Amount of \$177,421.66 for Mineral Rights
5. Authority Business
 - 5 (a) Quarterly Report from Pedro Costa, Chief Executive Officer, Northwest Parkway LLC (enclosure)
6. General Counsel's Report (enclosure)
 - Provide Update on Redtail Ridge Off-Site Improvements
7. Managing Administrator's Report (enclosure)
 - Provide Update on the Varra Park Project
 - Annual Update by the Public Highway Authorities to the Transportation Legislative Review Committee on August 9, 2022 at 8:30 at the Colorado State Capitol
8. Other Business as Requested by Board Members
9. Proposed Next Meeting Date - Monday, October 24, 2022 at 5pm



NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

BOARD OF DIRECTORS – AGENDA MEMORANDUM

FOR: Board Meeting – August 1, 2022

TO: Board of Directors

FROM: Joel Meggers, Managing Administrator for the Northwest Parkway Public Highway Authority

SUBJECT: **Agenda Item 3(a): Approval of Minutes for April 25, 2022, Board Meeting**

The minutes from the April 25, 2022, Board meeting are attached for the Board's review.

Recommended Motion:

If the Board wishes to approve the minutes, as presented, the following motion is recommended:

That the minutes for the April 25, 2022, meeting be approved.

RECORD OF PROCEEDINGS

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY HELD AT 2:00 PM ON APRIL 25, 2022

ATTENDANCE

The regular meeting of the Board was called and held via ZOOM virtual meeting as shown, in accordance with Colorado law. The following Directors were present:

Guyleen Castriotta, Chair and Secretary of the Board (*Mayor, City and County of Broomfield*)

Stephanie Walton, Vice Chair and Treasurer of the Board (*Councilmember, City of Lafayette*)

Also present was:

Joel Meggers, President, Community Resources Services of Colorado

Phyllis Brown, Director of Finance, Community Resources Services of Colorado

Kayla Blair, Assistant Manager, Community Resource Services of Colorado.

Pedro Costa, Executive Director, Northwest Parkway, LLC

Brenda Shuler, Engineering and Maintenance Manager for Northwest Parkway, LLC

Russ Dykstra, Spencer Fane, LLP

Alicia Corley, Icenogle, Seaver Pogue, P.C

Erik Davidson, District 1 RTD Director

Matt Alexander, Senior Associate, Transportation, Stantec

Farman Yoosufani, Management Financial Service

Nancy Rodgers, City and County Attorney of Broomfield

Bonnie Niziolek, Norris Design

CALL TO ORDER

Noting the presence of a quorum, Chair Castriotta, called the meeting to order at 2:00 p.m.

PUBLIC COMMENT

There were none.

AUTHORITY BUSINESS

Approval of February 7, Board Meeting Minutes: After discussion, upon motion to by Vice Chair Walton and seconded by Chair Castriotta, a vote was taken, and the motion carried unanimously.

Financial Report: Mr. Meggers and Ms. Brown presented the financial report to the Board and explained the budget amendments.

RECORD OF PROCEEDINGS

Conduct Public Hearing and Consider Approval of Proposed Resolutions Approving the 2021 and 2022 Budget Amendments:

Mr. Meggers reported that the proper publication had been made to allow the Board to conduct the public hearings. Upon motion to by Vice Chair Walton and second by Chair Castriotta, public hearing was opened at 2:09 p.m. With no one providing any comments to the budget amendments, upon motion to by Vice Chair Walton and second by Chair Castriotta, public hearings were closed at 2:10 p.m. Upon motion to by Vice Chair Walton and second by Chair Castriotta, vote was taken, and the motion carried unanimously to approve resolutions 22-04 and 22-05.

Independent Auditor's Annual Report on the Northwest Parkway, LLC Financial Statements for Years Ended December 31, 2021; and Chief Financial Officer's Certification:

Chair Castriotta noted that the Board was provided a copy of the audit report and certification letter. Mr. Costa explained this item to the Board. He also noted that Crowe LLP are the independent auditors and provider of the audit report.

Report from Pedro Costa: Mr. Costa presented the last quarter report to the Board. He went over the traffic history and how COVID -19 impacted the traffic numbers, also noted the Marshall Fire toll relief fund.

Ratify Norris Design Contract to Assist in the Rezone Efforts and for the Landscape Design of Varra Park Project:

Ms. Corley presented the updated contract with the Board which includes the scope to assist in the rezone efforts and scope for the design and construction documents. After discussion, upon motion to by Vice Chair Walton and seconded by Chair Castriotta, a vote was taken, and the motion carried unanimously to ratify the contract.

GENERAL COUNSEL
REPORT

Provide Update on Ryan Companies Medtronic Development -

Ms. Corley updated the Board that the Authority is still coordinating with the Ryan Companies the transfer of a small portion of property via Quit Claim Deed to accommodate some of the improvements associated with the Medtronic Development.

Vice Chair Walton commented that the art committee is expecting 148 submissions for the final art piece that will be chosen in May for the Medtronic's Park. She asked if anyone had any questions or concerns about the art project to contact her.

RECORD OF PROCEEDINGS

MANAGING ADMINISTRATOR'S REPORT

Provide Update on Varra Park Project - Ms. Corley updated the Board on the Redtail Ridge improvements and that the Authority would be working with the City of Louisville, City and County of Broomfield and Northwest Parkway LLC on reviewing the off-site improvements.

Managing Administrator's Report: Mr. Meggers stated to the Board that he and Ms. Corley will be attending the re-zoning public meeting and will have an update at the next meeting.

Follow-up on Discussion Items from the Prior Board Meeting on Oil & Gas: Mr. Meggers noted that this item would be deferred until the next meeting.

ADJOURNMENT

There being no further business to come before the Board, upon a motion made, seconded and upon vote, unanimously carried, the meeting was adjourned at 2:41 p.m.

Respectfully submitted,

Secretary for the Meeting



NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

BOARD OF DIRECTORS – AGENDA MEMORANDUM

FOR: Board Meeting – August 1, 2022
TO: Board of Directors
FROM: Joel Meggers, Managing Administrator for the Northwest Parkway Public Highway Authority
SUBJECT: **Agenda Item 3(b): Financial Report**

BACKGROUND

The financial report for the Northwest Parkway Public Highway Authority, prepared by Phyllis Brown of Community Resource Services, which includes financial statements for the 2nd quarter of 2022 are attached for the Board's review.

A summary of significant items follows:

Revenues: Beginning fund balance has grown from \$2,210,648 at the beginning of the year to \$2,300,111 over the last 6 months of this year.

Expenditures: The Varra Park Project has been added to the budget this year of \$150,000 and \$21,955 has been spent so far this year getting it started and rezoned.

Recommended Action

No Board action is required at this time.

**NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY
FINANCIAL REPORT - MODIFIED ACCRUAL (BUDGETARY) BASIS
AS OF AND FOR THE SIX MONTHS ENDED JUNE 30, 2022
UNAUDITED**

Description	Actual 2021	2022 Amended Budget	ACTUAL - Six Months Ended 6/30/22
Beginning fund balance	\$ 1,931,798	\$ 2,210,648	\$ 2,210,648
Revenues			
Concessionaire payments	320,947	336,792	168,012
Interest	582	1,500	3,858
Misc/Easement fees (2021)	101,767	-	-
Total revenues	<u>423,296</u>	<u>338,292</u>	<u>171,870</u>
Expenditures			
Administrative	1,168	700	690
Insurance	1,779	1,800	1,789
Legal	29,214	30,000	16,573
Professional services	22,581	100,000	41,400
Broomfield management fees	90,000	-	-
Capital outlay - Varra Park Project	-	150,000	21,955
Total expenditures	<u>144,742</u>	<u>282,500</u>	<u>82,407</u>
Ending fund balance	\$ 2,210,353	\$ 2,266,440	\$ 2,300,111

CASH BALANCE AS OF JUNE 30, 2022		
COLOTRUST		\$ 2,204,070
VECTRA BANK		101,445
		<u>\$ 2,305,515</u>



NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

BOARD OF DIRECTORS – AGENDA MEMORANDUM

FOR: Board Meeting – August 1, 2022
TO: Board of Directors

FROM: Joel Meggers, Managing Administrator for the Northwest Parkway Public Highway Authority

SUBJECT: **Agenda Item 3(c): Approval of Proof Civil Co. Contract to Provide Civil Engineering Services for the Varra Park Project (enclosure)**

BACKGROUND

Proof Civil will assist Norris Design to construct a park on approximately 3.5 acres between South 96th Street and Northwest Parkway in Broomfield, CO. The property is currently undeveloped. It is anticipated that the park development may consist of a small gravel parking lot and a trail around the property. It is anticipated that this project will be reviewed and approved through the Civil CD process in Broomfield. The total not to exceed amount for this contract for the Varra Park Project is \$29,908. We also received a proposal from Cage Civil Engineers that was slightly higher at a total amount of \$34,750.

Recommended Motion:

If the Board is in favor of approving the contract, as presented, the following motion is recommended:

That the Proof Civil Contract to assist in the design, approval and construction of Varra Park Project be approved.



July 6, 2022

Northwest Parkway Public Highway Authority
Community Resource Services
7995 E. Prentice Ave, Suite 103E
Greenwood Village, CO 80111
Attn: Joel Meggers

Re: Varra Park – Broomfield, CO
Proposal for Civil Engineering Services

Dear Mr. Meggers,

On behalf of Proof Civil Consulting Engineers (PC), I am pleased to submit this proposal for civil engineering services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter together with the General Terms and Conditions attached hereto, which sets forth the contractual elements of this agreement, will constitute the entire agreement between Northwest Parkway Public Highway Authority (CLIENT) and Proof Civil Consulting Engineers for services on this project.

Project Understanding

Based upon the RFP, it is understood that the CLIENT intends to construct a park on approximately 3.5 acres between South 96th Street and Northwest Parkway in Broomfield, CO. The property is currently undeveloped. It is anticipated that the park development may consist of a small gravel parking lot and a trail around the property. It is anticipated that this project will be reviewed and approved through the Civil CD process in Broomfield and no planning processes are anticipated with this development.

Required Materials

The CLIENT shall furnish the following information which is necessary to prepare the contract documents:

1. Architectural site plan in CAD format.
2. Geotechnical report with pavement thickness recommendations if any pavement is required.
3. Current title commitment with linked B2 Exceptions.

Scope of Services

Proof Civil will provide the following professional engineering services:

A. Project Meetings

PC will prepare for and attend project meetings with the CLIENT, other consultants within the project design team, and applicable jurisdictional personnel. Meetings will be billed on an hourly basis, as required.

B. Surveying

PC (via Gillians Land Consultants) will provide the following survey services and deliverables:

- 1) Horizontal and Vertical Control
 - A. Establish site specific coordinate system based upon City of Broomfield control network as shown on Broomfield Business Center Filing No. 1, Replat B.
 - B. Recover and locate existing Broomfield benchmark (NAVD 88 Datum)
 - C. Provide two site benchmarks for future construction.
 - D. Establish Base Mapping elevations based upon NAVD 88 Datum.
 - E. Identify mapping limits of Tract A.
- 2) Topographic Base Mapping
 - A. Verify locations of existing improvements with the following details:
 - 1) Spot elevations at an approximate 100-foot grid.
 - 2) Spot elevations along edge and center of adjacent roadway (96th Street).
 - 3) Spot elevations on visible grade breaks, swales and other drainage features.
 - 4) Generate 1-foot contours.
 - 5) Key elevations, invert elevations and approximate pipe sizes of sanitary sewer and storm drain structures within mapping area will be provided.
 - 6) Visible utilities (valves, hydrants, manholes, inlets, utility poles, pedestals, overhead lines etc.).
 - 7) Visible underground utility surface marking locations (marked by others – Scope Item 3).
 - 8) Locate trees 6" or larger, or identify tree groups
- 3) Sub-surface Utility Designations
 - A. Arrange above ground marking of underground utilities (by Utilo LLC) in mapping area.
 - B. Locate and identify sub-surface markings on Topographic Map.
 - C. Excludes sanitary sewer laterals and irrigation structures.

C. Civil Construction Documents

PC will prepare construction documents for the construction of proposed improvements related to the civil engineering scope.

a. Cover and Notes Sheet(s)

PC will prepare a Cover and Notes Sheet(s) in accordance with City of Broomfield Standards to show standard notes and project specific information.

b. Erosion Control Plans

PC will prepare erosion control plans in accordance with the City of Broomfield SWMP requirements. The plan will include BMPs to reduce erosion during construction with perimeter controls and construction BMPs to minimize the transmission of silt and sediment off of the proposed site.

c. Horizontal Control Plan

PC will prepare a horizontal control plan to establish the horizontal layout of the proposed improvements. Also included in this plan will be the delineation of types and thicknesses of pavement based on the recommendations of the latest geotechnical report (provided by CLIENT).

d. Final Grading Plan

PC will prepare a final grading plan to establish the spot elevations of the proposed site improvements including the parking area and trail system including any required swales and culverts. Retaining walls, if required, will be labeled with top of wall and finished grade at bottom of wall elevations. Design of retaining walls including but not limited to tie-backs, geogrid, drains, and structural design shall be by others. The final grading plans will be prepared in accordance with City of Broomfield requirements and will be submitted for City approval.

e. S. 96th Street Plan and Profile (If required)

If required, PC will prepare a plan and profile construction drawings for the proposed public roadways associated with the project. These drawings will be prepared in accordance with City requirements and will generally show roadway stationing, curb returns/curb cuts, P.C.'s, P.T.'s, P.C.C.'s, curb return radii, curb return profiles, vertical curve information including high points and low points and "k" values, sight triangles, signage and striping information, etc. as required by Broomfield.

f. Technical Specifications and Construction Notes

PC will prepare technical specifications and construction notes for all proposed improvements within the civil engineering scope outlined above within this Agreement.

D. Final Drainage Letter and Plan

PC will prepare a final drainage letter detailing the quantity and routing of site runoff. This report will include calculations of total runoff, allowable release rates, off-site flows through the site, minor culvert sizing and swale sizing. This proposal does not include the design of any permanent water quality and/or detention facilities.

E. SWMP Report (if required)

If the limits of disturbance are greater than 1 acre PC will prepare a Stormwater Management Plan and Report for the proposed development. The SWMP will include BMPs to reduce erosion during construction and perimeter controls and construction BMPs to minimize the transmission of silt and sediment off of the proposed site.

F. Construction Assistance

Construction assistance services performed by PC will be billed on an hourly, not to exceed basis. Should the construction assistance scope require additional time or additional scope beyond the original agreement, an extension to this agreement may be made by separate document.

a. Site Visits

PC will make site visits at intervals appropriate to the stage of construction to answer contractor's questions and assist with construction issues. Construction assistance phase services do not include attendance at every weekly project meeting.

b. Construction Submittal Review

PC will review shop drawings and other data, which contractor is required to submit, but only for conformance with design concept of the Project and compliance with the information given in the Construction Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences or procedures of construction or safety precautions and programs incident thereto.

c. Construction Interpretations

PC will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare engineering supplemental information and will review change orders as required.

d. Record Drawings

PC will prepare record drawings in accordance with local municipal requirements. Record drawings will describe updated information based on field observation data provided to PC by CLIENT. Record drawings will not certify or describe construction means or methods or condition of installed improvements.

Extent of Agreement

This agreement is for site-related improvements within the boundaries of the property site and off-site improvements within the "Scope of Services." Should additional infrastructure improvements (i.e. roadway and public utilities) not specified within the "Scope of Services" be required beyond the boundaries of the property, the services associated with those improvements will be defined as additional services to this scope of work. Furthermore, this agreement does **not** include:

1. Any work beyond the "Scope of Services" stated within the agreement.
2. Conditions or factors beyond the control of PC.
3. Any services required in connection with annexation or rezoning.
4. Review of bids or assistance of the bidding process.
5. Dry utility design (public or private) or photometric analysis for site lighting unless elected as an additional item within this Agreement.
6. Land Surveying services other than those specifically referenced in the "Scope of Services."
7. Wetland or environmental consulting services.
8. Geotechnical services including pavement design.
9. Structural design of any proposed improvements or modified existing improvements, including retaining walls (PC will indicate top of wall and finished grade at bottom of wall elevations, locations and dimensions of walls. The structural design of the walls has not been included.)
10. Full-time construction observation services.
11. Examination of or procurement of title commitment.
12. CLOMR/LOMR studies.
13. Survey services for as-built drawings.
14. Phasing of plans or studies not specifically referenced in the "Scope of Services."
15. Application fees and application processing.
16. Traffic Impact Study.
17. Design of water or sewer utilities.
18. Design of offsite stormwater infrastructure, including offsite storm sewer design.
19. Water quality and/or detention facilities. It is anticipated that the proposed improvements will not warrant formal stormwater infrastructure. If proposed improvements trigger formal stormwater facilities this can be performed for an additional fee.

Compensation

For the above "Scope of Services," PC shall be paid as follows:

SURVEY SCOPE	COMPENSATION
Horizontal and Vertical Control	\$900
Topographic Base Mapping	\$3,600
Sub-Surface Utility Designations	\$1,000
Survey Total	\$5,500

CIVIL SCOPE	COMPENSATION
Construction Documents	\$15,600
<u>Drainage Letter and Plan</u>	<u>\$5,200</u>
Civil Total	\$20,800

Additional and Hourly Items will be performed as required by the governing jurisdictions or project needs and shall be authorized by CLIENT prior to commencement:

SCOPE	COMPENSATION
Construction Assistance (hourly, NTE)	\$2,000
S. 96 th St. Plan and Profile (if required)	\$6,000
SWMP Report (if required)	\$3,600

If authorized in writing by CLIENT, PC shall furnish additional services on the project. These services which are not included as part of "Scope of Services" will be paid for on the basis of a lump sum amount or on the basis of actual hours expended by PC's principals and employees directly on the project.

In addition to the professional services fees set forth above, PC shall be compensated for 110% of **Reimbursable Expenses** such as printing, postage, messenger service, travel, maps, reference materials, and approved subconsultant's fees where applicable.

CLIENT will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices (within 30 days of receipt) and the orderly and continuous progress of the Project through construction.

Miscellaneous Contractual Items

If there are protracted delays for reasons beyond PC's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when PC's services are, in fact, being rendered.

If CLIENT, Architect or other interested parties request a digital file of design data, PC shall be indemnified by the requesting party from any claims arising out of the accuracy, misuse or reuse by the requesting party of the data delivered in digital form.

This agreement, together with the General Terms and Conditions, represents the entire understanding between CLIENT and PC. If the terms of this agreement are found to be satisfactory, please sign this agreement in duplicate in the space provided below and return by email or by hard copy to our office.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,

PROOF CIVIL CO.

a Colorado Corporation



Todd Lyon, P.E.
Principal

Accepted By: _____

Signature: _____

Date: _____

Invoices shall be sent to:

Attn: _____

Address: _____

PROOF CIVIL CO.

STANDARD BILLING RATE SCHEDULE

(Per hour, Rates effective January 1, 2022)

<u>Description</u>	<u>Rate</u>
Principal	\$180.00
Project Manager	\$150.00
Project Engineer	\$120.00
Senior Designer	\$115.00
Engineer	\$110.00
CAD Technician	\$90.00
Clerical/Project Administrator	\$70.00

**PROOF CIVIL CO. (ENGINEER)
GENERAL TERMS AND CONDITIONS**

1) BACKGROUND

The provision of services and any materials (the "Work") by Proof Civil Co., a Colorado corporation ("ENGINEER") to ENGINEER's clients ("CLIENT") for any particular project for which CLIENT hires ENGINEER to perform Work (the "Project") is subject to the General Terms and Conditions set forth herein. These General Terms and Conditions, together with any other agreements, proposals, Scope of Services or other documents related to the Work performed by ENGINEER constitute the agreement between the parties, and are collectively referred to herein as the "Agreement."

2) CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of ENGINEER.

- a) Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning, title commitments, deed and other land use restrictions; all of which ENGINEER may use and rely upon in performing services under the Agreement.
- b) Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement. The ENGINEER will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs or damage.
- c) Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's Work for the Project, or any defect or non-conformance in the work of any other contractor or sub-contractor.
- d) Notify ENGINEER in writing of any discrepancies or omissions that are discovered within the Work or the Agreement for clarification and/or correction. In the event of any discrepancy between these General Terms and Conditions and any other document comprising the Agreement, these General Terms and Conditions shall control.

3) ENGINEER'S RESPONSIBILITIES

ENGINEER will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles for the area where the Project is located. ENGINEER makes no warranty, either expressed or implied, with respect to its services and hereby disclaims all such warranties to the maximum extent proved by law including, without limitation, express warranties, implied warranties, and warranties of fitness for a particular purpose.

- a) Notwithstanding anything to the contrary which may be contained in the Agreement or any other material incorporated herein by reference, or in any agreement between the CLIENT and any other party concerning the Project, the ENGINEER shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the ENGINEER be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Work or the Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.
CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and ENGINEER and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. Either party may terminate the Agreement if they cannot agree on an acceptable price adjustment and CLIENT shall pay ENGINEER for all Work completed on the Project through the date of such termination.

4) EXCLUDED SERVICES

Services not set forth within the "Scope of Services" agreed to by the parties (including any change orders or amendments) are specifically excluded from the Work.

5) TERMS OF PAYMENT

ENGINEER shall submit monthly invoices for Work performed and for Reimbursable Expenses incurred, based upon ENGINEER's estimate of the proportion of the total services completed at the time of billing or based upon actual hours expended during the billing period, whichever method is specified by the Agreement. CLIENT shall pay such amounts within thirty (30) days of the date of such invoice without deduction or setoff. For purposes of these General Terms and Conditions, Reimbursable Expenses shall include all out of pocket costs or expenses incurred by ENGINEER in connection with the Work as reasonably determined by ENGINEER. Unless otherwise provided in the Agreement, Reimbursable Expenses are not included in any estimate, bid or flat rate for the Work and such Reimbursable Expenses shall be paid in addition to all other amounts owed pursuant to the Agreement.

If CLIENT fails to make any payment due ENGINEER thirty (30) days from date of invoice such amounts shall be considered past due and CLIENT shall pay interest at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower, on all such past due amounts. ENGINEER may, after giving seven days written notice to CLIENT, suspend services under the Agreement until ENGINEER has been paid in full all amounts due including interest or terminate this Agreement by providing written notice to CLIENT. ENGINEER shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension or termination.

6) SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to ENGINEER require ENGINEER to stop all, or any part, of the services required by the Agreement. Upon receipt of such an order ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order. CLIENT, however, shall pay all costs associated with the suspension in addition to any amounts due under the Agreement for Work rendered and Reimbursable Expenses incurred by the ENGINEER as a part of the Agreement prior to the suspension of services.

7) TERMINATION

In the event of termination of the Agreement by either party, the CLIENT shall within fifteen (15) calendar days of termination pay the ENGINEER for all services rendered, all Reimbursable Costs, and Costs in Anticipation of Work (defined below) up to the date of termination, in accordance with the payment provisions of the Agreement.

The CLIENT may terminate the Agreement for the CLIENT's convenience and without cause upon giving the ENGINEER not less than seven (7) calendar days' written notice.

Either party may terminate the Agreement by giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

(a) Failure by the other party to materially perform in accordance with the terms of the Agreement and through no fault of the terminating party; (b) Assignment of the Agreement or transfer of the Project by either party in contravention of these General Terms and Conditions; (c) Suspension of the Project or the ENGINEER's services by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate; (d) Material changes in the conditions under which the Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not due to a material breach of the Agreement by ENGINEER, the CLIENT shall pay the ENGINEER, in addition to payment for services rendered and Reimbursable Costs incurred, for all expenses reasonably incurred by the ENGINEER in connection with the orderly termination of the Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses reasonably related from the termination (the "Costs in Anticipation of Work").

8) DOCUMENTS

All documents including but not limited to Reports, Drawings, Specifications, Computer Files, Field Data, Boundary, ALTA, & Topographic Surveys collectively ("Documents") prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to the Agreement are instruments of service in respect of the Project and ENGINEER shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto and property interest therein whether or not the Project is completed. At such time as ENGINEER is paid in full for all amounts due hereunder, CLIENT will retain non-exclusive ownership of the paper copies of the final deliverable documents that have been stamped and signed by ENGINEER. Paper copies may also include digital copies of the stamped and signed paper documents. Electronic files that were used by ENGINEER in the preparation of the deliverables as specified in the Agreement shall remain the sole property of ENGINEER. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER. If ENGINEER is not paid in full pursuant to the Agreement CLIENT shall have no right to use or retain any Documents or information related thereto and shall return or destroy all such Documents within ten (10) days of written demand by ENGINEER. Evidence of any such destruction reasonably satisfactory to ENGINEER shall be provided by CLIENT.

9) INSURANCE

Upon CLIENT request, the ENGINEER shall provide the CLIENT with certificates of insurance evidencing all coverages held by the ENGINEER.

In order that the CLIENT and the ENGINEER may be fully protected against claims, the CLIENT agrees to secure from all contractors and subcontractors working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the ENGINEER and their officers, employees and agents as additional insureds, and that said contractor and subcontractors shall maintain such insurance in effect and bear all costs for the same until completion of the Work or earlier termination of the Agreement. Certificates of said insurance shall be delivered to the CLIENT and to the ENGINEER as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by ENGINEER regarding the receipt of said certificates does not waive CLIENT's and contractor and subcontractor's obligations to provide said certificates. All policies required hereunder shall provide "special form" coverage in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

10) CERTIFICATIONS, GUARANTEES AND WARRANTIES

ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain within the scope of the Work. CLIENT also agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such certification.

11) ENGINEERS ESTIMATES

ENGINEER may provide estimates to CLIENT at the CLIENT'S request and included in the Agreement. ENGINEERS estimates, such as cost estimates, materials estimates, earthwork estimates, etc. will be prepared in good faith based on the ENGINEER'S best judgement, however, ENGINEER does not guarantee or certify that estimates provided will represent final contract quantities or amounts at the time of bidding.

12) INDEMNIFICATION

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT against damages, liabilities and costs arising from the grossly negligent acts of the ENGINEER in the performance of the Work under the Agreement, to the extent that the ENGINEER is responsible for such damages, liabilities and costs on a comparative basis of

fault between the ENGINEER and the CLIENT. The ENGINEER has no responsibility whatsoever for any acts or omissions of others. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER against damages, liabilities and costs, including, without limitation, attorney's fees and costs, arising from or related to any act or omission, whether or not negligent or intentional, of CLIENT or any third parties related to the Work and/or the Project.

13) LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the CLIENT and the ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER and ENGINEERS officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the ENGINEER and ENGINEERS officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000, or the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

14) WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15) DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation prior to any litigation. In the event of a dispute, either party may provide the other with a written demand for nonbinding mediation. If the other party fails to respond or if the parties cannot agree on a time, place or mediator within one month after such written demand, either party shall be free to commence any proceeding in law or in equity.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

16) GOVERNING LAW AND JURISDICTION

The CLIENT and the ENGINEER agree that the Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Colorado without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the ENGINEER arising out of the Agreement or the performance of the Work shall be brought in the county or district courts of Denver County, Colorado or the Federal District Court for the District of Colorado located in Denver, Colorado without regard to other provisions of law.

17) THIRD-PARTY BENEFICIARIES

Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the ENGINEER. The ENGINEER's services under the Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the ENGINEER because of the Agreement or the performance or nonperformance of services hereunder.

18) CORPORATE PROTECTION

It is intended by the parties to the Agreement that the ENGINEER's services in connection with the Project shall not subject the ENGINEER's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, a Colorado corporation, and not against any of the ENGINEER's individual employees, officers or directors.

19) CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither the CLIENT nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to the Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

20) STANDARD OF CARE

In providing services under the Agreement, the ENGINEER shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Nothing in the Agreement shall be construed to establish a fiduciary relationship between the parties.

The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the Work rendered hereunder. The ENGINEER shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements ("Laws") in effect as of the date of execution of the Agreement. It is understood, however, that various Laws are subject to varying and sometimes contradictory interpretation. The ENGINEER shall exercise its professional skill and care consistent with the generally accepted standard of care to provide design that complies with such Laws. The ENGINEER cannot and does not warrant that all documents issued by it shall comply with said Laws.

21) ATTORNEY FEES

In the event of any dispute related to the Agreement, the Work or the Project between the parties, the party awarded substantially the relief sought shall be entitled to an award of all attorney's fees and costs associated with such dispute in addition to all other amounts awarded.

22) ASSIGNMENT

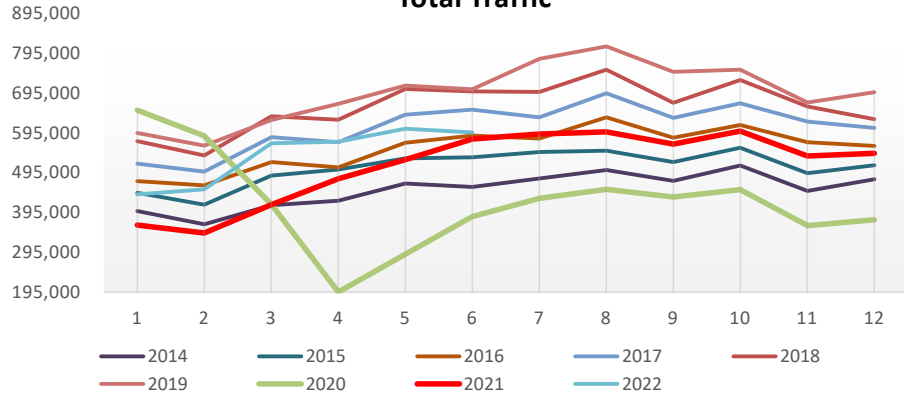
Except as permitted below, neither party to the Agreement shall transfer, sublet or assign any rights or duties under or interest in the Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the ENGINEER as a generally accepted business practice, shall not be considered an assignment for purposes of the Agreement. Notwithstanding the foregoing, if ENGINEER sells its business or substantially all of its assets, the Agreement shall automatically be assigned to the purchaser without notice or written agreement of CLIENT and ENGINEER shall be released from all rights or responsibilities under the Agreement or related to the Work or Project from and after the date of such sale.

AGENDA

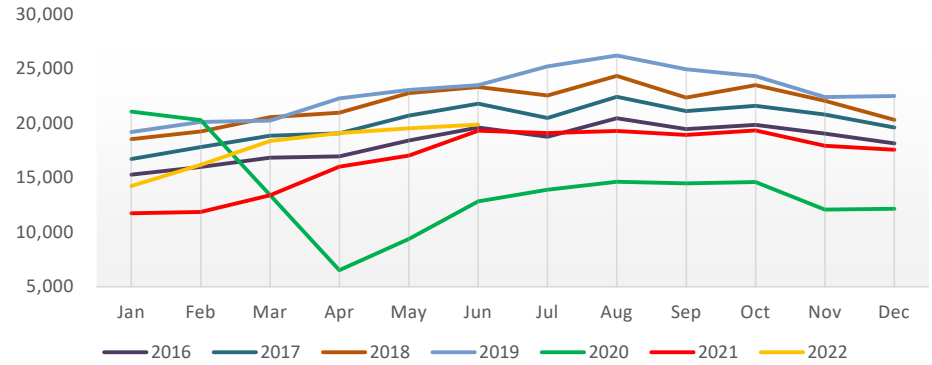
2022 Q2 Report

Traffic History

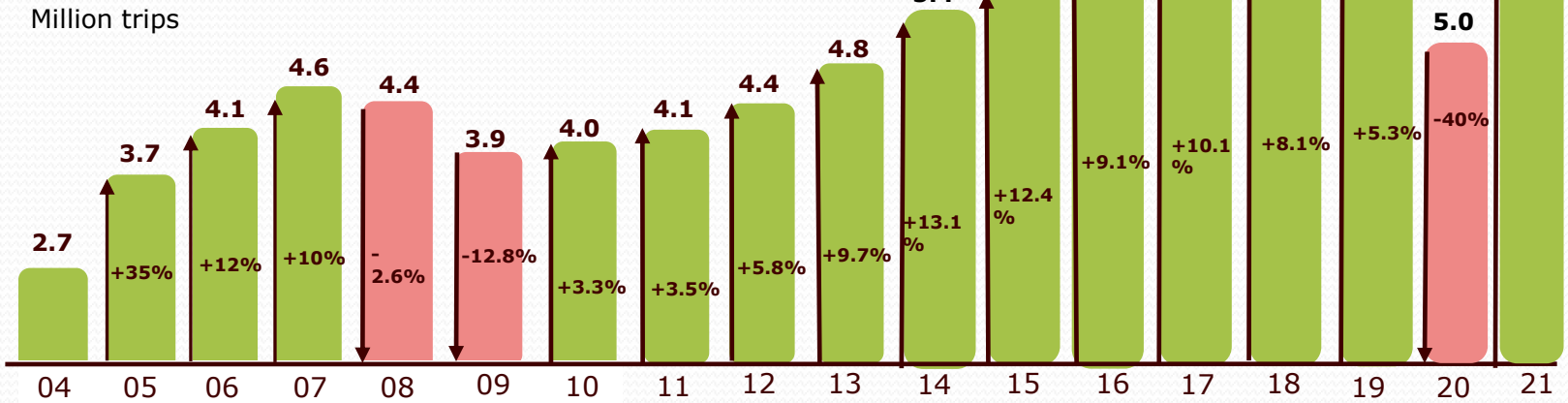
Total Traffic



Average Daily Traffic



Traffic Evolution



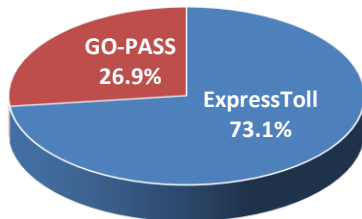
Traffic still impacted by COVID-19 but coming back

Traffic Breakdown

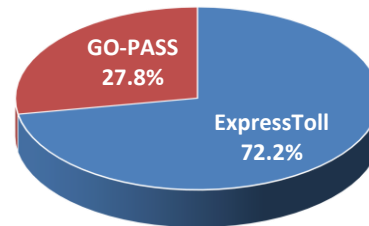
NWP	2022 Transactions				Traffic Distribution		Change over 2021 (%)			
	Mainline	Ramps		Total			Mainline	Ramps	Ramps	
		US 287	Sheridan		Mainline	US 287			Sheridan	
Jan-22	323,241	44,448	72,964	440,653	73.4%	26.6%	21.5%	18.7%	22.0%	21.3%
Feb-22	335,659	41,393	75,937	452,989	74.1%	25.9%	31.5%	21.3%	40.4%	31.9%
Mar-22	409,786	60,460	98,474	568,720	72.1%	27.9%	31.5%	57.5%	52.3%	37.2%
Apr-22	420,746	52,809	99,168	572,723	73.5%	26.5%	17.0%	21.7%	29.1%	19.4%
May-22	446,261	54,192	104,623	605,076	73.8%	26.2%	12.2%	18.8%	24.2%	14.7%
Jun-22	437,546	54,742	103,568	595,856	73.4%	26.6%	0.0%	15.1%	10.0%	2.9%
Total	2,373,239	308,044	554,734	3,236,017	73.3%	26.7%	17.0%	25.0%	27.9%	19.5%

In Q2, on average, traffic trailed along 2016 level. Not fully recovered to pre-pandemic level

2022 Transactions by Payment Type



2021 Transactions by Payment Type



	Transactions by Payment Type				ETC
	2022	GO-PASS	21/22	ExpressToll	21/22
Jan	115,766	13.4%	324,887	24.3%	73.7%
Feb	123,674	31.7%	329,315	32.0%	72.7%
Mar	152,926	34.8%	415,794	38.0%	73.1%
Apr	151,794	12.9%	420,929	21.9%	73.5%
May	166,795	12.5%	438,281	15.5%	72.4%
Jun	159,831	-2.6%	435,691	4.9%	73.2%
Total	870,786	15.1%	2,364,897	21.2%	73.1%

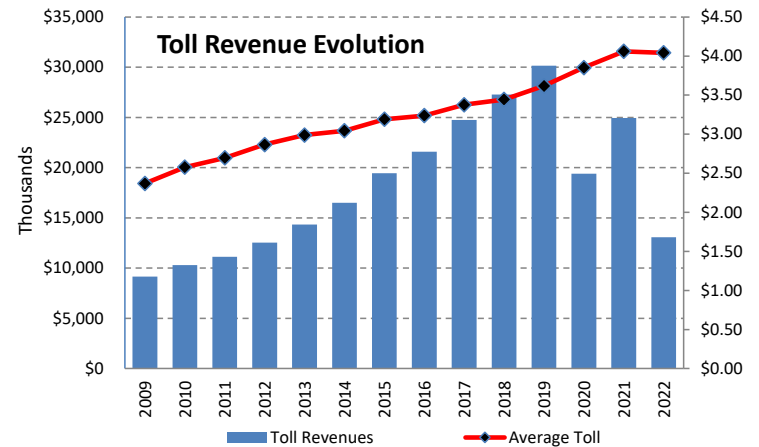
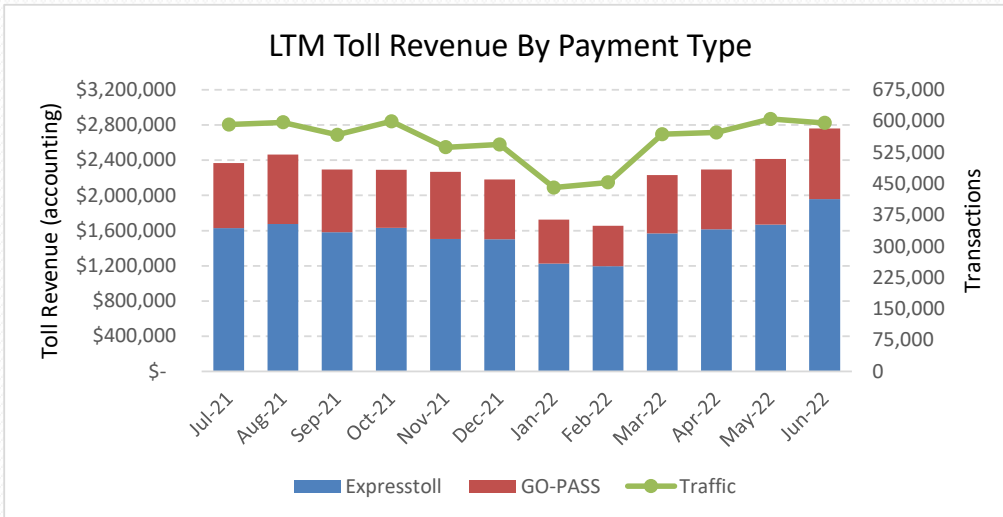
2022 - traffic increased 19.5% YoY

Toll Revenue

2022	Toll Revenues *			2021	Var. 20/21
	ExpressToll	GO-PASS	Total		
Jan	\$ 1,224,951	\$ 500,645	\$ 1,725,595	\$ 1,404,014	22.9%
Feb	\$ 1,194,644	\$ 460,023	\$ 1,654,667	\$ 1,383,182	19.6%
Mar	\$ 1,568,406	\$ 663,517	\$ 2,231,923	\$ 1,831,025	21.9%
Apr	\$ 1,616,494	\$ 678,218	\$ 2,294,711	\$ 2,078,612	10.4%
May	\$ 1,669,859	\$ 743,482	\$ 2,413,341	\$ 2,038,095	18.4%
Jun	\$ 1,959,712	\$ 800,435	\$ 2,760,147	\$ 2,345,715	17.7%
Total	\$ 9,234,066	\$ 3,846,319	\$ 13,080,385	\$ 4,618,221	18.0%
	70.6%	29.4%			

* - Includes receivables. Not audited and not final

Traffic mix changed with more traffic on ramps than mainline (27%/ 73%).



LTM – Last Twelve Months

Toll revenue increased 18%. New toll rates.

Toll Rate Changes

New Toll Rates went into effect per notices given to the Authority:

- Main Plaza - \$4.80 (2 axle vehicle)
- Ramps (US287 & Sheridan Pkwy) - \$1.60 (2 axle vehicle)

“Maximum Toll Level” in 2022 set at **\$4.80**.

“Maximum Toll Level Adjustments Beginning January 1, 2010 ...shall increase each one-year anniversary of January 1, 2009 until the End Date, by the greater of the following: (i) the applicable maximum toll level applicable to the immediately preceding one-year period being Adjusted for Inflation for the one-year period; (ii) the applicable maximum toll level applicable to the immediately preceding one-year period being Adjusted for Per Capita GDP Increase for the one-year period; and (iii) the applicable maximum toll level applicable to the immediately preceding one-year period being increased at a rate of 2% for the one-year period...”

TABLE V1-1

NORTHWEST PARKWAY PASSENGER CAR TOLL STRUCTURE

Location	Year of Toll Increase										
	2004	2005	2006	2009	2012	2015	2018	2021	2024	2027	2030
Sheridan (E)	-	-	\$0.50	\$1.00	\$1.25	\$1.50	\$1.75	\$2.00	\$2.25	\$2.50	\$2.75
Mainline Barrier	\$1.75	\$1.75	\$2.00	\$3.00	\$3.50	\$4.25	\$5.00	\$6.00	\$7.25	\$7.75	\$8.75
Lowell (W)	-	-	-	-	-	-	-	\$2.75	\$3.25	\$3.50	\$4.00
US 287 (W)	\$0.75	\$0.50	\$0.50	\$0.75	\$0.75	\$1.00	\$1.25	\$1.50	\$1.75	\$2.00	\$2.25

Note: Toll increases in all future years are assumed to occur on January 1st.

Authority’s toll rates projections – “Vollmer’s 2006 traffic and revenue study used on the Concession Procurement”



Toll rates are regulated by the CLA. Set below original projections

Redtail Ridge Development

The Concessionaire has been collaborating with all stakeholders of the Redtail Ridge Development located at the West end of the Parkway. Several proposed off-site improvements are within the lease area of the Parkway.

On June 19th, the LLC sent a letter to the Authority laying a proposed plan to advance this development.

The LLC is sensitive to the needs of the stakeholders, namely the Developer needs for accessibility, as well as the City desire to have multi-modal connectivity in this area, with sidewalks, trails, bike lanes, etc., but this poses significant challenges for the LLC who is not comfortable managing it. Our Company is equipped to manage a high-speed, controlled access highway, not an urban multi-modal area, for which the City is much better prepared to handle.

The plan proposes to expand an already existing IGA, taking the opportunity to clarify maintenance responsibilities in the area near 96th St. and the Parkway. This also avoids changes to the CLA, while preserving the original intent for the corridor to maintain its ultimate purpose as a future 75-mph controlled access highway, in case the Parkway ever gets extended.

Marshall Fire Toll Relief Fund



The NWP LLC setup a \$100,000 Relief Fund to help the victims of the Marshall Fire to offset tolls on the Parkway throughout 2022, so they focus on rebuilding their homes.

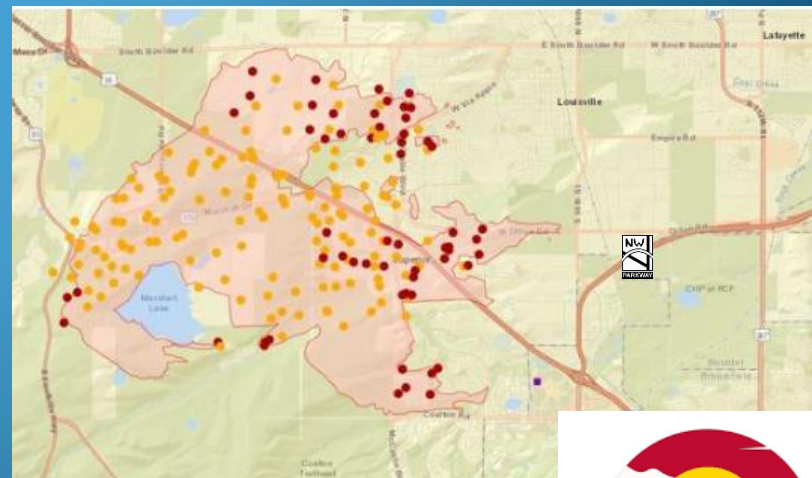
As of the end of June:

- ✓ NWP approved 217 applications
- ✓ NWP paid over \$21k in toll rebates

Info on the program:

<http://www.nwpky.com/media.html#MarshallFire>

Feedback has been quite positive among the local community and customers!



Marshall Fire Toll Relief Fund



“Thank you so much!!!”

“This rebate is such a tangible, practical way to assist fire families so, again, thank you.”

“Thank you for this opportunity to families who lost their homes in the Marshall Fire. These have been very difficult weeks and your offer would support us in a tangible way.”

“Thank you for this opportunity for us fire victims.”

“I greatly appreciate this avenue of financial support for my family.”

“We really appreciate your company trying to help Marshall Fire Families.”

“It really means a lot to have this kind of support and relief during this time.”

“Thank you for offering this program to us. Every dollar we save is helping us with rebuilding our house.”

“Hello, and thank you all for doing this rebate. We have been commuting on the toll road constantly now, trying to more expeditiously get our kids to school.”

“Thank you very much for supporting our recovery and rebuilding.”

“We are grateful for your support.”

“This is an amazing program for fire victims and will help my family a lot. Really appreciate it!!!”

“Thank you so much for the generosity and support of families like ours who lost their homes in the Marshall Fire.”

“This will be really helpful.”

“I want to thank you for this initiative - as we have had to get temporary housing further away in Erie, the Northwest Parkway is an option we can really use more often thanks to your financial help.”

THANK YOU



Pedro Costa

Approx. Location of Access (across from industrial site access)

Redtail Ridge - Hospital Site

H







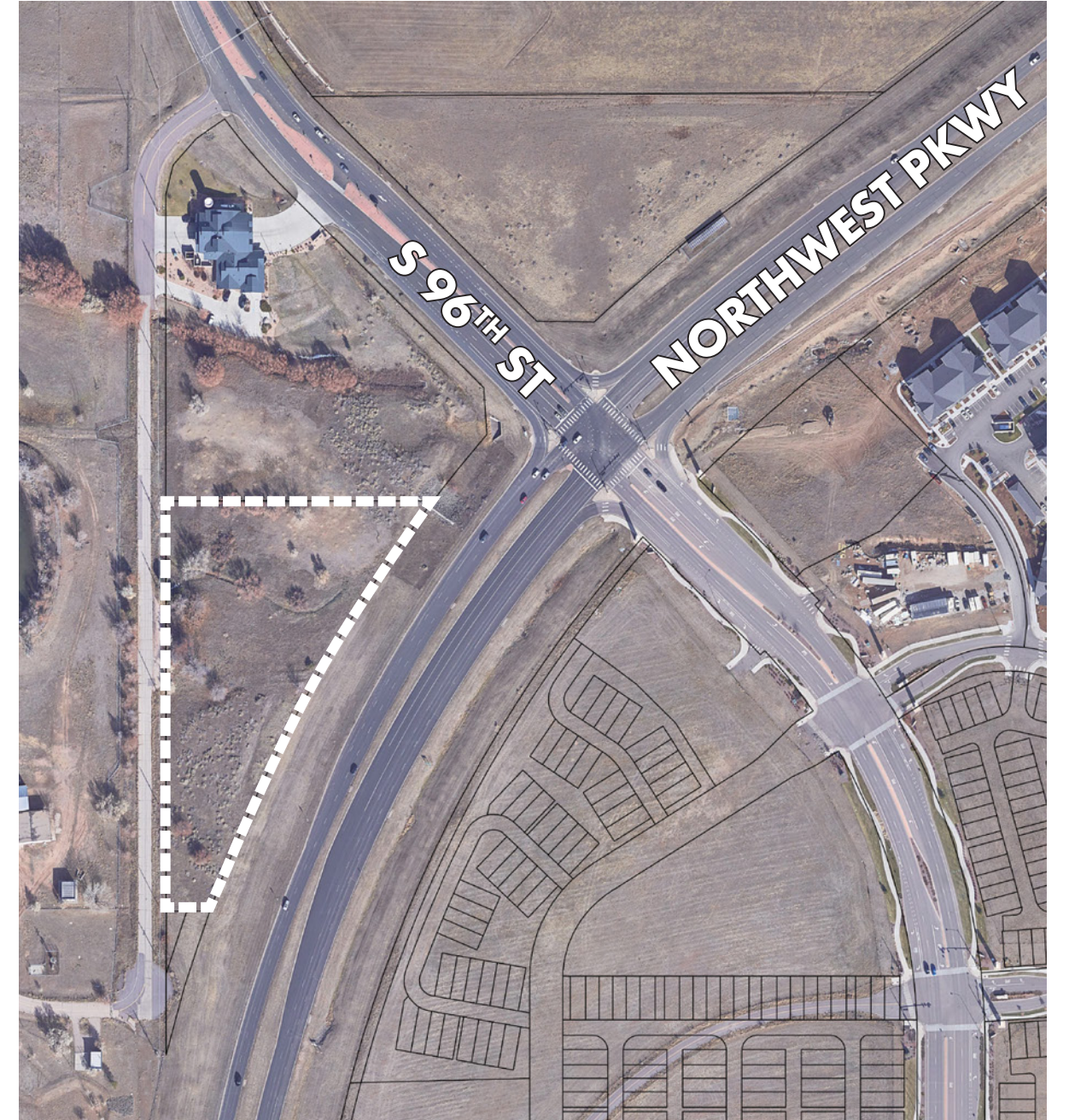
PASQUALE VARRA PARK

REZONING | CITY COUNCIL

06.28.2022



Site Map





Existing Zoning : Planned Unit Development (PUD)



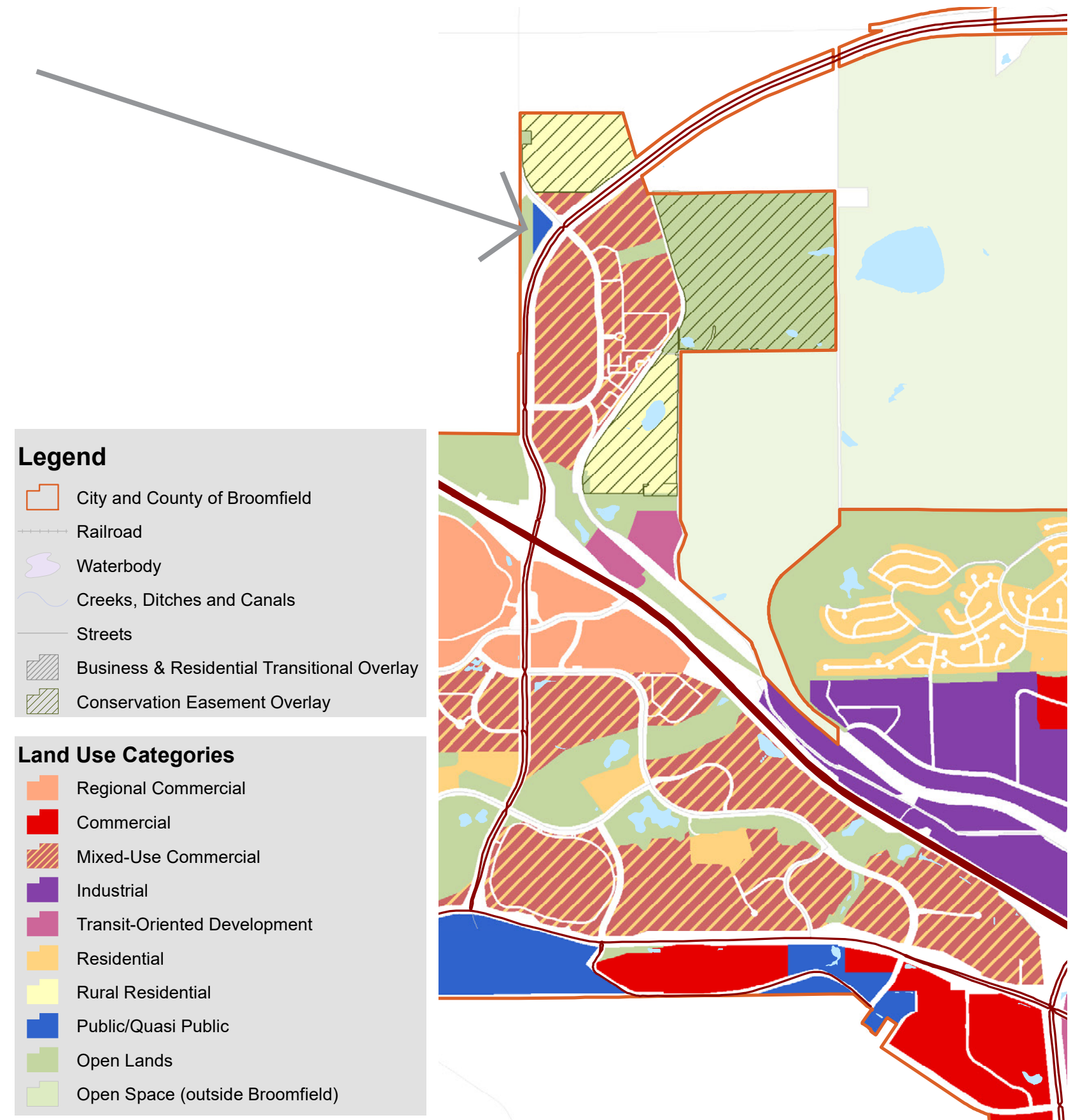
Proposed Zoning : Open Lands and Public Facilities (OLFP)

Comprehensive Plan Land Use Designation

Open Lands are those public and private lands acquired or preserved in the public interest. They serve a variety of functions including conserving and protecting natural, cultural, historic, or scenic resources; providing opportunities for recreation; shaping the pattern of growth and development; and preserving agricultural resources. Open Lands may encompass park and recreation areas, open space, and other open lands.

US 287 Area Comprehensive Development Plan IGA

- Identified as Gateway City Open Space Area
- Limited to private open space
- Perpetual conservation easement that will allow for open space





Compliance with Conservation Easement

Terms and Conditions

- *Preserve the property for its historic, scenic open space, rural character and environmental qualities*
- *Limit the use, in perpetuity, to open space and/or passive recreation*

Allows For

- *Construction, remodel or replacement of a park entrance sign*
- *Interpretive panel*
- *Picnic table*
- *Unpaved parking lot not to exceed 4 parking spaces*
- *Pedestrian bridge*
- *Walking path*

THANK YOU!

Next Steps

- *Coordination and outreach with the Varra Family*
- *Coordination and outreach with the Northwest Parkway*
- *Preparation of construction drawings for City review*

