

From: John Joseph Niemann <jjjj6@gmail.com>

To: Hancock, Michael B. - Mayor's Office <Michael.Hancock@denvergov.org>; rafael.espinosa <rafael.espinosa@denvergov.org>; Kevin Flynn <Kevin.Flynn@denvergov.org>; Paul D. - City Council Dist #3 Lopez <paul.lopez@denvergov.org>; Black, Kendra A. - CC City Council Elected <kendra.black@denvergov.org>; Paul Kashmann <paul.kashmann@denvergov.org>; marybeth.susman <marybeth.susman@denvergov.org>; Chris Herndon <Christopher.Herndon@denvergov.org>; Albus - City Council District 9 Brooks <Albus.Brooks@denvergov.org>; wayne.new <wayne.new@denvergov.org>; stacie.gilmore <stacie.gilmore@denvergov.org>; Jolon Clark <jolon.clark@denvergov.org>; Debbie Ortega <ortegaatl@denvergov.org>; Robin Kniech <kniechatlarge@denvergov.org>

Cc: exccomm <exccomm@denverinc.org>

Subject: INC Second Resolution Re: Denver's Acquisition Of Park Hill Golf Course

Date: Mon, Nov 20, 2017 1:20 pm

Attachments: INC_Letter_Park_Hill_Golf_Course_Resolution2.pdf (416K)

Dear Mayor Hancock, Distinguished Members of City Council,

During the monthly Inter-Neighborhood Cooperation Delegate meeting on Saturday, November 11, 2017 the following Resolution was passed by a vote of 36 in favor, 7opposed, and 7 abstentions.

Whereas, on April 8, 2017, the INC Delegates adopted by a vote of 35 in favor, 3 against, and 7abstentions a Resolution regarding Park Hill Golf Course that, among other things, called upon the public officials of the City and County of Denver "...to commit to the preservation of Park Hill Golf Course and thereby prevent all or any part of it from being developed other than for park land..."; and

Whereas, since the adoption of that Resolution, the INC Park and Recreation Committee has uncovered the existence and history of a perpetual conservation easement held by Denver that limits use of the property (which is owned in essence by Clayton Early Learning) to open space in general and a golf course in particular, which history can be found on the INC website; and

Whereas, on September 21, 2017, a complicated proposed contract between Denver and Clayton was publicly released (likewise on the INC website) that, among other things, would divide the 155 acres of Park Hill Golf Course into 2 parcels – 50% of the property that would be sold in fee title directly to Denver for \$10 million (Art. 2) and the remaining 50% that would be "leased" to Denver (Art. 3.1) but also subject to potential sale to third parties depending on the outcome of a "Visioning / Master Plan" process (Art. 7); and

Whereas, the proposed contract provides that Clayton would take the lead on the "Visioning / Master Plan" process to determine how much of the golf course could be developed and how dense that development could be (Art. 4.1), while also providing up to \$350,000 in reimbursement to Clayton for the cost of those planning services (Art. 8.1); and

Whereas, the proposed contract also provides that Clayton would receive 75% of proceeds from the sale of golf course land to third parties (Art. 7.4), with the requirement that all such sales be "consistent" with the master plan to be crafted by Clayton and at the then-appraised market value (Art. 7.2 and 7.3); and

Whereas, the result of the above provisions of the contract is to create a conflict of interest in Clayton because on the one hand Clayton would be in charge of the "Visioning / Master Plan" process, yet on the other hand Clayton would then receive revenues based upon the result of that "Visioning / Master Plan" process such that the greater and denser the development approved for the golf course, the more money Clayton would make from sales to third parties. Inter-Neighborhood Cooperation

Therefore, Inter-Neighborhood Cooperation calls upon the public officials of the City and County of Denver (1) to amend the proposed contract between Denver and Clayton regarding Park Hill Golf Course so as to remove Clayton from being the lead on the "Visioning / Master Plan" process, and to delete from the proposed contract reimbursement to Clayton for any participation it might choose to undertake in the planning process; and (2) to commit to the preservation of the Park Hill Golf Course property as parkland and open space. We would greatly appreciate your consideration of the issues and resolution described above.

Respectfully,
John Joseph Niemann
President, Inter-Neighborhood Cooperation

Inter-Neighborhood Cooperation

November 19th, 2017

Honorable Mayor Michael Hancock
Honorable Denver City Council Members

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John Joseph Niemann

President, Inter-Neighborhood Cooperation