



Lone Tree City Council Agenda Tuesday, October 6, 2015

Meeting Location: City Council Meeting Room, Lone Tree Civic Center, 8527 Lone Tree Parkway.
Meeting Procedure: The Lone Tree City Council and staff will meet in a public Study Session at 4:30pm. At 6:00pm and following the meeting, if necessary, the Council Meeting will adjourn and convene in Executive Session. If an Executive Session is not necessary, Council will recess for dinner. The Regular Session will be convened at 7:00pm. Study Sessions and Regular Sessions are open to the public, Executive Sessions are not. Comments from the public are welcome at these occasions: 1. Public Comment (brief comments on items not scheduled for a public hearing) 2. Public Hearings. Contact the City Clerk if special arrangements are needed to attend (at least 24 hours in advance).

4:30pm Study Session Agenda

1. Introduction of Allissa Dailey, Event Manager
 2. Pcard Program Review and Proposed Changes
 3. Bluffs Park Improvements
 4. Consideration of the Lone Tree Arts Center Mission Statement
 5. 2015 Metro Denver Site Selection Conference
 6. Approval of Contract for Park Meadows Drive & Kimmer Drive Intersection Improvements
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6:00pm Executive Session Agenda

1. Roll Call
 2. Executive Session
-

7:00pm Regular Session Agenda

3. Opening of Regular Meeting/Pledge of Allegiance
4. Amendments to the Agenda and Adoption of the Agenda
5. Conflict of Interest Inquiry
6. Public Comment
7. Announcements
8. Consent Agenda
 - a. Minutes of the September 15, 2015 Regular Meeting
 - b. Claims for the Period of September 7-20, 2015
9. Public Works
 - a. Approval of Contract for Park Meadows Drive & Kimmer Drive Intersection Improvements
10. Community Development
 - a. **Public Hearing: Ordinance 15-02, APPROVING THE REZONING OF CERTAIN TERRITORY KNOWN AND DESIGNATED AS A PORTION OF TRACT H, PARKWAY SUBDIVISION FILING NO. 1, IN THE CITY OF LONE TREE, COLORADO (GENERAL MOTORS) (Second Reading) Project ZR15-37**
11. Administrative Matters
 - a. **Public Hearing: Affirmation of Emergency Ordinance 15-05, FOR THE DISSOLUTION OF THE EXISTING LONE TREE ENTERTAINMENT BUSINESS IMPROVEMENT DISTRICT**
 - b. Approval of Park Meadows Business Improvement District (BID) 2016 Operating Plan and Budget

12. Council Comments

13. Adjournment

City of Lone Tree Upcoming Events

More info available at www.cityoflonetree.com and www.lonetreeartscenter.org

- Seedlings: Gingerbread Man, Tuesday, October 6th, 9:30 and 11:00 a.m., LTAC Event Hall
- Schweiger Ranch Fall Festival, Saturday, October 10th, 10:00 a.m. until 2:00 p.m.
- The Explorers Club, opening Thursday, October 15th, 7:30 p.m., runs through Saturday, October 24th, LTAC Main Stage

**MINUTES OF A REGULAR MEETING
OF THE COUNCIL OF THE
CITY OF LONE TREE
HELD
September 15, 2015**

A regular meeting of the Council of the City of Lone Tree was held on Tuesday, September 15, 2015, at 7:00 p.m., at the Lone Tree City Council Chambers located at 8527 Lone Tree Parkway, Lone Tree, Colorado 80124.

Attendance

In attendance were:

James D. Gunning, Mayor
Jacqueline Millet, Mayor Pro Tem
Harold Anderson, Council Member
Kim Monson, Council Member

Susan Squyer, Council Member, was absent.

Also in attendance were:

Seth Hoffman, City Manager
Jennifer Pettinger, City Clerk
Steve Hebert, Deputy City Manager
Torie Brazitis, Assistant to the City Manager
Chief Jeffery Streeter, Lone Tree Police Department
Kristin Baumgartner, Finance Director
Kelly First, Community Development Director
Lisa Rigsby Peterson, Lone Tree Arts Center Director
Neil Rutledge, City Attorney, White, Bear and Ankele, P.C.
John Cotten, Public Works Director, TTG Corp.

Call to Order

Mayor Gunning called the meeting to order at 7:03 p.m., and observed that a quorum was present.

Pledge of Allegiance

Mayor Gunning led those assembled in reciting the Pledge of Allegiance.

Amendments to the Agenda

There were no amendments to the agenda.

Conflict of Interest

There was no conflict of interest.

Public Comment

There was no public comment.

Announcements

Mayor Gunning announced upcoming events.

Consent Agenda

Mayor Gunning noted the following items on the Consent Agenda, which consisted of:

- *Minutes of the September 1, 2015 Regular Meeting*
- *Claims for the period of August 10-24, 2015*
- *Treasurer’s Report for July 2015*

Mayor Pro Tem Millet moved, Council Member Anderson seconded, to approve the Consent Agenda. The motion passed with a 4 to 0 vote by those members present.

Administrative Matters

RESOLUTION 15-13, RESOLUTION OF SUPPORT FOR THE SCIENTIFIC AND CULTURAL FACILITIES DISTRICT (SCFD)

Lisa Rigsby Peterson, Lone Tree Arts Center Director, introduced the item.

Council Member Anderson moved, Mayor Pro Tem Millet seconded, to approve ***RESOLUTION 15-13, RESOLUTION OF SUPPORT FOR THE SCIENTIFIC AND CULTURAL FACILITIES DISTRICT (SCFD)***. The motion passed with a 4 to 0 vote by those members present.

Appointment of Commission, Board & Committee (CBC) Interview Committees

Jennifer Pettinger, City Clerk, introduced the item. Discussion was held and appointments were suggested for the following committees:

CBC	2015/2016 Interview Committee
Arts Commission	Anderson/Millet
Audit Committee	Monson/Squyer
Board of Adjustment & Appeals	Anderson/Millet

Citizens' Recreation Advisory	Millet/Monson
Planning Commission	Anderson/Squyer
Youth Commission	Monson/Squyer

Mayor Pro Tem Millet moved, Council Member Anderson seconded, to appoint the previously stated suggested appointments to the CBC Interview Committees and to serve until August 31, 2016. The motion passed with a 4 to 0 vote by those members present.

Adjournment

There being no further business, Mayor Gunning adjourned the meeting at 7:21 p.m.

Respectfully submitted,

Jennifer Pettinger, CMC, City Clerk



CITY OF LONE TREE
STAFF REPORT

TO: Mayor Gunning and City Council

FROM: John P. Cotten, P.E.

DATE: September 30, 2015

FOR: October 6, 2015 Council meeting

SUBJECT: Approval of Double R Excavating, Inc. Contract for the Park Meadows Drive/Kimmer Drive Intersection

Summary

Staff recommends that Council approve the construction Contract (attached) with Double R Excavating, Inc. in the amount of \$605,563.50 for the City of Lone Tree Park Meadows Drive/Kimmer Drive Intersection project and authorize the Public Works Director to execute the Contract.

Cost

The total Contract cost is \$605,563.50.

Suggested Motion or Recommended Action

I move to approve the Contract with Double R Excavating, Inc. in the amount of \$605,563.50 for the City of Lone Tree Park Meadows Drive/Kimmer Drive Intersection and authorize the Public Works Director to execute the Contract documents.

Background

Bids were received and opened for the Park Meadows Drive/Kimmer Drive Intersection on September 30, 2015 and Double R Excavating, Inc. was the apparent low bidder. Staff checked references and the bonding company for Double R Excavating, Inc. and all feedback was positive. Double R Excavating has not completed any contracts for the City of Lone Tree as a Prime Contractor but has been a subcontractor on many of the City roadway projects in the past and has completed similar scopes of work throughout the metro area as a Prime Contractor.

This Contract does not account for any landscape restoration which will be completed by separate Contract in the Spring of 2016.

CITY OF LONE TREE BID OPENING SUMMARY

Project:	Park Meadows Drive/Kimmer Drive Intersection
Job #	061-414
Bid Location:	Lone Tree Public Works Department
Bid Date:	Wednesday, September 30, 2015
Bid Time:	2:00 PM

CONTRACTOR	Total Bid:	5% Bid Bond Signed & Submitted?	Addenda Acknowledged (2)?
Double R Excavating Inc.	\$605,563.50	Yes	Yes
KECI Colorado Inc.	\$630,238.00	Yes	Yes
Technology Constructors Inc.	\$656,465.00	Yes	Yes
Concrete Express Inc.	\$727,958.70	Yes	Yes
Noraa Concrete Construction Corp	\$799,993.85	Yes	Yes
Bid Average	\$684,043.81	N/A	N/A
ENGINEER'S ESTIMATE	\$670,310.30	N/A	N/A

Bids opened by: **Taylor C. Goertz, P.E., City of Lone Tree Public Works**

Witnessed by: **Steve Fletcher, City of Lone Tree Public Works**



TABULATION OF BIDS

Client: CITY OF LONE TREE

Job No: 061-414

Project: Park Meadows Drive/Kimmer Drive Intersection Improvements By: TCG

No.	Item	Quantity	Unit	Engineer Opinion		Bid Average		Double R Excavating Inc.		KECI Colorado Inc		Technology Constructors Inc.		Concrete Express, Inc.		Noraa Concrete Construction Corp.		
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
SCHEDULE A - Kimmer Access																		
1	Clearing and Grubbing	8,500	SF	\$1.50	\$12,750.00	\$0.99	\$8,393.75	\$0.65	\$5,525.00	\$1.25	\$10,625.00	\$0.70	\$5,950.00	\$1.20	\$10,200.00	\$1.35	\$11,475.00	
2	Removal of Asphalt (Full Depth)	2,475	SY	\$25.00	\$61,875.00	\$8.50	\$21,037.50	\$5.00	\$12,375.00	\$10.00	\$24,750.00	\$9.00	\$22,275.00	\$9.50	\$23,512.50	\$10.00	\$24,750.00	
3	Removal of Sidewalk	316	SY	\$10.00	\$3,160.00	\$15.00	\$4,740.00	\$10.00	\$3,160.00	\$16.00	\$5,056.00	\$16.00	\$5,056.00	\$12.50	\$3,950.00	\$18.00	\$5,688.00	
4	Removal of curb and gutter	860	LF	\$5.00	\$4,300.00	\$6.63	\$5,697.50	\$7.50	\$6,450.00	\$7.00	\$6,020.00	\$6.00	\$5,160.00	\$5.50	\$4,730.00	\$6.00	\$5,160.00	
5	Removal of Ground Sign	3	EACH	\$200.00	\$600.00	\$92.50	\$277.50	\$100.00	\$300.00	\$65.00	\$195.00	\$100.00	\$300.00	\$125.00	\$375.00	\$105.00	\$315.00	
6	Removal of Existing Striping	1,901	LF	\$2.00	\$3,802.00	\$2.15	\$4,087.15	\$2.00	\$3,802.00	\$2.50	\$4,752.50	\$2.25	\$4,277.25	\$2.50	\$4,752.50	\$1.85	\$3,516.85	
7	Removal of Existing Arrow (Striping)	1	EACH	\$450.00	\$450.00	\$108.44	\$108.44	\$120.00	\$120.00	\$95.00	\$95.00	\$97.75	\$97.75	\$120.00	\$120.00	\$121.00	\$121.00	
8	Removal of Existing Tree	8	EACH	\$150.00	\$1,200.00	\$416.25	\$3,330.00	\$250.00	\$2,000.00	\$350.00	\$2,800.00	\$565.00	\$4,520.00	\$450.00	\$3,600.00	\$500.00	\$4,000.00	
9	Relocate Existing Site Light	3	EACH	\$4,000.00	\$12,000.00	\$983.75	\$2,951.25	\$950.00	\$2,850.00	\$550.00	\$1,650.00	\$575.00	\$1,725.00	\$1,825.00	\$5,475.00	\$1,860.00	\$5,580.00	
10	Unclassified Excavation	1,199	CY	\$15.00	\$17,985.00	\$17.75	\$21,282.25	\$9.00	\$10,791.00	\$13.00	\$15,587.00	\$24.00	\$28,776.00	\$14.00	\$16,786.00	\$25.00	\$29,975.00	
11	Earthwork-Export	1,165	CY	\$12.00	\$13,980.00	\$33.00	\$38,445.00	\$15.00	\$17,475.00	\$31.00	\$36,115.00	\$41.00	\$47,765.00	\$19.00	\$22,135.00	\$45.00	\$52,425.00	
12	Silt Fence	44	LF	\$2.50	\$110.00	\$3.00	\$132.00	\$2.50	\$110.00	\$3.00	\$132.00	\$3.50	\$154.00	\$4.00	\$176.00	\$3.00	\$132.00	
13	Inlet Protection	9	EACH	\$500.00	\$4,500.00	\$210.00	\$1,890.00	\$250.00	\$2,250.00	\$165.00	\$1,485.00	\$275.00	\$2,475.00	\$400.00	\$3,600.00	\$150.00	\$1,350.00	
14	Knock out Inlet	1	LS	\$1,000.00	\$1,000.00	\$1,580.00	\$1,580.00	\$2,325.00	\$2,325.00	\$900.00	\$900.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$1,995.00	\$1,995.00	
15	18" RCP Storm Sewer	241	LF	\$105.00	\$25,305.00	\$99.25	\$23,919.25	\$100.00	\$24,100.00	\$144.00	\$34,704.00	\$57.50	\$13,857.50	\$70.00	\$16,870.00	\$95.50	\$23,015.50	
16	Inlet type R (10 foot)	3	EACH	\$5,000.00	\$15,000.00	\$6,342.50	\$19,027.50	\$5,290.00	\$15,870.00	\$5,000.00	\$15,000.00	\$7,130.00	\$21,390.00	\$7,700.00	\$23,100.00	\$7,950.00	\$23,850.00	
17	Concrete Sidewalk (6 inch)	194	SY	\$50.00	\$9,700.00	\$65.25	\$12,658.50	\$77.00	\$14,938.00	\$65.00	\$12,610.00	\$60.00	\$11,640.00	\$56.00	\$10,864.00	\$59.00	\$11,446.00	
18	Concrete Curb Ramp (Detectable Warning)	81	SY	\$150.00	\$12,150.00	\$125.75	\$10,187.25	\$143.00	\$11,583.00	\$125.00	\$10,125.00	\$110.00	\$8,910.00	\$125.00	\$10,125.00	\$125.00	\$10,125.00	
19	Aggregate Base Course (Class 6)	366	CY	\$45.00	\$16,470.00	\$48.25	\$17,659.50	\$23.00	\$8,418.00	\$51.00	\$18,666.00	\$74.00	\$27,084.00	\$45.00	\$16,470.00	\$45.00	\$16,470.00	
20	Hot Bituminous Pavement (Grading S) (100) (PG 64-22)	740	TONS	\$85.00	\$62,900.00	\$100.28	\$74,203.50	\$105.00	\$77,700.00	\$90.00	\$66,600.00	\$575.00	\$426,750.00	\$103.00	\$76,220.00	\$104.10	\$77,034.00	
21	Curb and Gutter	1,156	LF	\$16.00	\$18,496.00	\$21.38	\$24,709.50	\$19.50	\$22,542.00	\$23.00	\$26,588.00	\$22.00	\$25,432.00	\$24.00	\$27,744.00	\$21.00	\$24,276.00	
22	Concrete Crosspan (8' Width)	117	SY	\$88.00	\$10,296.00	\$97.25	\$11,378.25	\$130.00	\$15,210.00	\$87.00	\$10,179.00	\$92.00	\$10,764.00	\$84.00	\$9,828.00	\$80.00	\$9,360.00	
23	2'x10' Crosswalk	35	EACH	\$150.00	\$5,250.00	\$269.25	\$9,423.75	\$320.00	\$11,200.00	\$200.00	\$7,000.00	\$207.00	\$7,245.00	\$210.00	\$7,350.00	\$350.00	\$12,250.00	
24	White Arrow Marking	8	EACH	\$300.00	\$2,400.00	\$330.25	\$2,642.00	\$355.00	\$2,840.00	\$285.00	\$2,280.00	\$299.00	\$2,392.00	\$315.00	\$2,520.00	\$382.00	\$3,056.00	
25	8" Dashed White Striping	51	LF	\$1.20	\$61.20	\$4.19	\$213.56	\$5.75	\$293.25	\$2.50	\$127.50	\$2.50	\$127.50	\$2.65	\$135.15	\$6.00	\$306.00	
26	8" Solid White Striping	481	LF	\$1.20	\$577.20	\$4.19	\$2,014.19	\$5.75	\$2,765.75	\$2.50	\$1,202.50	\$2.50	\$1,202.50	\$2.65	\$1,274.65	\$6.00	\$2,886.00	
27	4" Solid White Striping (Parking Lot)	432	LF	\$1.20	\$518.40	\$2.31	\$999.00	\$4.00	\$1,728.00	\$0.50	\$216.00	\$0.50	\$216.00	\$0.45	\$194.40	\$4.25	\$1,836.00	
28	4" Double Yellow Striping	915	LF	\$1.50	\$1,372.50	\$2.50	\$2,287.50	\$2.50	\$2,287.50	\$2.50	\$2,287.50	\$2.50	\$2,287.50	\$2.70	\$2,470.50	\$2.50	\$2,287.50	
29	2" Stop Bar marking	77	LF	\$2.00	\$154.00	\$24.63	\$1,896.13	\$27.50	\$2,117.50	\$20.00	\$1,540.00	\$21.00	\$1,617.00	\$23.00	\$1,771.00	\$30.00	\$2,310.00	
30	Sign Panel (Ground Mounted)	5	EACH	\$150.00	\$750.00	\$271.50	\$1,357.50	\$275.00	\$1,375.00	\$225.00	\$1,125.00	\$236.00	\$1,180.00	\$260.00	\$1,300.00	\$350.00	\$1,750.00	
31	Sign Panel (Signal Mounted)	6	EACH	\$250.00	\$1,500.00	\$362.50	\$2,175.00	\$325.00	\$1,950.00	\$280.00	\$1,680.00	\$345.00	\$2,070.00	\$260.00	\$1,560.00	\$500.00	\$3,000.00	
32	Traffic Signal (4-Legs) (Install ONLY)	1	LS	\$165,000.00	\$165,000.00	\$143,969.50	\$143,969.50	\$132,500.00	\$132,500.00	\$127,000.00	\$127,000.00	\$138,000.00	\$138,000.00	\$185,000.00	\$185,000.00	\$178,378.00	\$178,378.00	
33	Force Account - Minor Contract Revisions	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		
34	Construction surveying	1	LS	\$8,000.00	\$8,000.00	\$8,487.50	\$8,487.50	\$11,500.00	\$11,500.00	\$4,100.00	\$4,100.00	\$5,850.00	\$5,850.00	\$6,000.00	\$6,000.00	\$12,500.00		
35	Potholing	40	HR	\$250.00	\$10,000.00	\$163.13	\$6,525.00	\$155.00	\$6,200.00	\$160.00	\$6,400.00	\$137.50	\$5,500.00	\$250.00	\$10,000.00	\$200.00	\$8,000.00	
36	Mobilization	1	LS	\$25,000.00	\$25,000.00	\$27,400.00	\$27,400.00	\$15,750.00	\$15,750.00	\$28,000.00	\$28,000.00	\$30,000.00	\$30,000.00	\$31,000.00	\$31,000.00	\$35,850.00		
37	Construction Traffic control	1	LS	\$30,000.00	\$30,000.00	\$47,581.25	\$47,581.25	\$49,875.00	\$49,875.00	\$37,500.00	\$37,500.00	\$27,300.00	\$27,300.00	\$63,000.00	\$63,000.00	\$75,650.00		
TOTAL SCHEDULE A					\$608,612.30		\$622,774.51		\$552,276.00		\$575,093.00		\$599,176.00		\$655,208.70		\$732,118.85	
SCHEDULE B - West Access																		
1	Removal of Asphalt (Full Depth) (423)	2,475	SY	\$15.00	\$37,125.00	\$8.23	\$20,356.88	\$7.50	\$18,562.50	\$8.00	\$19,800.00	\$7.40	\$18,315.00	\$11.00	\$27,225.00	\$10.00	\$24,750.00	
2	Curb and Gutter	645	LF	\$15.00	\$9,675.00	\$21.00	\$13,545.00	\$20.00	\$12,900.00	\$20.00	\$12,900.00	\$23.00	\$14,835.00	\$33.00	\$21,285.00	\$21.00	\$13,545.00	
3	White Arrow Marking	2	EACH	\$300.00	\$600.00	\$324.25	\$648.50	\$355.00	\$710.00	\$285.00	\$570.00	\$312.00	\$624.00	\$310.00	\$620.00	\$345.00	\$690.00	
4	8" Solid White Striping	40	LF	\$1.20	\$48.00	\$4.38	\$175.00	\$6.00	\$240.00	\$2.50	\$100.00	\$3.00	\$120.00	\$3.00	\$120.00	\$6.00	\$240.00	
5	Install Sign Panel	5	EACH	\$150.00	\$750.00	\$289.75	\$1,448.75	\$275.00	\$1,375.00	\$255.00	\$1,275.00	\$279.00	\$1,395.00	\$280.00	\$1,400.00	\$350.00	\$1,750.00	
6	Construction surveying	1	LS	\$2,000.00	\$2,000.00	\$2,537.50	\$2,537.50	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,150.00		
7	Mobilization	1	LS	\$3,500.00	\$3,500.00	\$5,062.50	\$5,062.50	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$3,100.00	\$3,100.00	\$3,250.00		
8	Construction Traffic control	1	LS	\$8,000.00	\$8,000.00	\$14,625.00	\$14,625.00	\$9,500.00	\$9,500.00	\$16,500.00	\$16,500.00	\$12,000.00	\$12,000.00	\$16,000.00	\$16,000.00	\$20,500.00		
TOTAL SCHEDULE B					\$61,698.00		\$61,269.30		\$53,287.50		\$55,145.00		\$57,289.00		\$72,750.00		\$67,875.00	
TOTAL SCHEDULE A & B					\$670,310.30		\$684,043.81		\$605,563.50		\$630,238.00		\$656,465.00		\$727,958.70		\$799,993.85	

NOTICE OF AWARD

Dated 10/6/15

TO: **Double R Excavating, Inc.**

PROJECT: **CITY OF LONE TREE
PARK MEADOWS DRIVE/KIMMER DRIVE
INTERSECTION**

ENGINEER's PROJ. NO. **061-414**

OWNER: **City of Lone Tree, Colorado**

You are hereby notified that your Bid dated September 30, 2015 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded the contract.

The Contract Price of your contract is Six Hundred Five Thousand Five Hundred Sixty Three Dollars and Fifty Cents.

(\$ 605,563.50).

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award that is by October 17, 2015.

1. You must deliver to the OWNER four (4) fully executed counterparts of the Agreement including all of the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (paragraph 5.01) and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, OWNER will return to you two fully signed counterparts of the Agreement with the Contract Documents attached.

City of Lone Tree, Colorado

By: _____

Title: Public Works Director

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____, in the year _____ by and between

City of Lone Tree, Colorado
(hereinafter called OWNER)

and

Double R Excavating, Inc.
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CITY OF LONE TREE PARK MEADOWS DRIVE/KIMMER DRIVE INTERSECTION

ARTICLE 2. ENGINEER

2.1 The Project has been designed by TTG Engineers, Inc. who is hereinafter called ENGINEER will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within sixty (60) days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within seventy five (75) days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER seven hundred fifty dollars (\$750.00) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

- 4.1 Owner shall pay Contractor for completion of the Work in current funds in accordance with the Contract Documents:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item, in accordance with the attached Bid Schedule.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed by Owner or Engineer, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.07 of the General Conditions and any applicable Supplementary Conditions attached hereto. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the thirtieth (30th) day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 5.1.1 Prior to Substantial Completion progress payments will be in the amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions.

90% of Work completed. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

- 5.1.2 Upon Substantial Completion in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine or OWNER may withhold in accordance with paragraph 14.2.B.5 of the General Conditions.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6. INTEREST

All moneys not paid when due hereunder as provided in Article 14 of the General Conditions shall bear interest at the rate of 8% per annum, compounded monthly.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 1 to 5, inclusive).
- 8.2 Performance and other Bonds.
- 8.3 Notice of Award.
- 8.4 Notice To Proceed
- 8.5 General Conditions (pages 1 to 62, inclusive (2007 Edition)).
- 8.6 Supplementary Conditions (pages 1 to 16, inclusive).
- 8.7 Specifications bearing the title Project Manual for **City of Lone Tree Park Meadows Drive/Kimmer Drive Intersection**.
- 8.8 Drawings, bearing the following general title: **City of Lone Tree Park Meadows Drive/Kimmer Drive Intersection (15 Sheets)**.
- 8.9 Addenda numbers 1 to 2, inclusive.
- 8.10 CONTRACTOR's Bid (pages 17, inclusive).
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages 0 to 0, inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10. ILLEGAL ALIENS

- 10.1 The Contractor hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the “Programs”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- 10.2 The Contractor shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- 10.3 The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.
- 10.4 The Contractor is prohibited from using the Programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- 10.5 If the Contractor obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (a) notify the subcontractor and the Owner within three (3) days that the Contractor has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required by to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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 an illegal alien.
- 10.6 The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 10.7 Any violation of the provisions of this Section shall be deemed to be a material breach of this Agreement and the Owner may immediately terminate this Agreement for cause based on such violation. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner pursuant to C.R.S. § 8-17.5-102(3) and the City shall notify the office of the Secretary of State of such violation/termination.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____.

OWNER: **City of Lone Tree, Colorado**

CONTRACTOR: Double R Excavating, Inc.

By _____

By _____

Attest _____

Attest _____

Address for giving notices:

City of Lone Tree
9220 Kimmer Drive
Lone Tree, CO 80124

Address for giving notices:

Agent for service of process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign)

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: _____

By: _____

Date: _____

Title: _____

NOTICE TO PROCEED

Dated _____

TO: **Double R Excavating, Inc.** _____ (CONTRACTOR)

PROJECT: **City of Lone Tree Park Meadows Drive/Kimmer Drive Intersection**

PROJECT NUMBER: **061-414**

AGREEMENT DATE: _____

OWNER: **City of Lone Tree, Colorado**

You are notified that the Contract Time under the above contract will commence to run on _____, _____. By that date, you are to start performing the Work and your other obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are _____, _____ and _____, _____, respectively.

Before you may start any Work at the site, paragraph 2.05.C of the General Conditions provides that you must deliver to the OWNER (with copies to ENGINEER) certificates of insurance which are required in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must _____

Work at the site must be started by _____, as indicated in the Contract Documents.

City of Lone Tree, Colorado

By: _____

Title: Public Works Director



**CITY OF LONE TREE
STAFF REPORT**

TO: Mayor Gunning and City Council

**FROM: Kelly First, Community Development Director
Jennifer Drybread, Senior Planner**

DATE: September 30, 2015

FOR: October 6, 2015 City Council Hearing
**SUBJECT: Ordinance 15-02, 2nd Reading
Parkway Filing 1, Tract H REZONE
Project ZR15-37**

Summary

This application proposes to rezone 0.3658 acres zoned Parks and Open Space (POS) to Commercial 1 (C1) zoning. The property will be added to the Ed Bozarth Chevrolet site and used for additional parking. The current zoning (POS) does not permit parking as an allowable use. Therefore, the property will be rezoned to C-1 – the same classification as the rest of the dealership property. The City will receive 0.2612 acres as part of this project that will continue to be used for trail and open space purposes. Trails and open space are already permitted in the current C-1 zoning classification for the property and therefore rezoning of that property is not necessary

Cost

There is no cost associated with this application.

Suggested Motion or Recommended Action

Approval of Ordinance 15-02 approving, on 2nd reading, the rezoning of a portion of Tract H to C-1 zoning.

Background

This rezoning is part of a land transaction between the City of Lone Tree and Argonaut Holdings that also involved a subdivision replat (#SB15-51) and an amendment to the Site Improvement Plan (#SP15-36) for the dealership property. Both applications were conditionally approved by the City Council on September 1, 2015. City Council also approved the application for rezoning the property on first reading on September 1, 2015.

**ORDINANCE OF THE
CITY OF LONE TREE**

Series of 2015

Ordinance No. 15-02

**AN ORDINANCE APPROVING THE REZONING OF CERTAIN TERRITORY
KNOWN AND DESIGNATED AS A PORTION OF TRACT H, PARKWAY
SUBDIVISION FILING NO. 1,
IN THE CITY OF LONE TREE, COLORADO
(GENERAL MOTORS)**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONE TREE,
COLORADO:**

ARTICLE 1 - AUTHORITY

Chapter 16, Article XXV of the Lone Tree Municipal Code, as amended, (the “Code”) governs the process for approving Rezoning.

ARTICLE 2 – REZONING APPLICATION FILED

A petition for rezoning (the “Petition”) was filed with the City of Lone Tree (the “City”) requesting that the City approve the rezoning of 0.3656 acres of Petitioner’s land, hereinafter described in Exhibit A, attached hereto and incorporated herein by this reference (the “Property”), the result of a land swap in the replat application, from Parks and Open Space (POS) to Commercial 1 (C1). This Property is proposed as parking for commercial purposes, a use not allowed in the current POS zone district.

ARTICLE 3 – REZONING

A. Findings of Fact on Rezoning.

1. Public notice in the form required by the Code and applicable Colorado statutes has been given of the rezoning application and the public hearing on this Ordinance by one publication in a newspaper of general circulation within the City at least fifteen (15) days before the public hearing on such rezoning, and evidence thereof has been provided to the City as required.

2. Written notice of the rezoning request and the public hearings before the Planning Commission and City Council was sent by first class mail to all adjoining landowners, to homeowner associations that have authority over property

located within 200 feet of the land proposed for rezoning, to mineral rights owners, and to lessees and easement holders in the form and manner required by the Code at least fifteen (15) days prior to the public hearings, and evidence thereof has been provided to the City as required.

3. Notice of the rezoning request and the public hearings before the Planning Commission and the City Council in the form required by the Code was posted on the property for fifteen (15) consecutive days prior to said hearings, and evidence thereof has been provided to the City as required.

4. The Planning Commission and the City Council have held the public hearings as required by the Code and applicable Colorado statutes and have considered all relevant evidence presented in such hearings. The Planning Commission recommended approval of the rezoning request.

5. The City Council has considered the standards for approval of rezoning as set forth in Chapter 16, Article XXV of the Code, and based upon the evidence, testimony, and staff report, finds that the standards of approval of said Chapter have been satisfied.

6. The City Council finds that the proposed rezoning is in conformity with the Lone Tree Comprehensive Plan.

7. A need exists for the designation of City rezoning of the property to "C1 – Commercial 1", to ensure beneficial use and conformity with adjoining property and for determining proper taxes that are due and payable upon the real and personal property within the area being annexed in connection with this rezoning.

8. The City Council hereby determines that the proposed rezoning of real property should be approved subject to the terms and conditions set forth in the staff report submitted to City Council.

ARTICLE 4 – APPROVAL OF REZONING REQUEST

The Petition for Rezoning requested that rezoning be granted by the City Council. The City Council finds full compliance with all the requirements established by the Zoning Ordinance, the Planning Commission and the City Council. The Property is hereby rezoned "C1 – Commercial 1" under the Lone Tree Zoning Ordinance and Zoning Map.

ARTICLE 5- AMENDMENT OF MAP

The Zoning Map of the City is hereby amended to reflect the rezoning of the Property.

ARTICLE 6 – EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days following publication and second reading if no changes are made on second reading, or thirty (30) days after publication following second reading if changes are made upon second reading.

ARTICLE 7 – SEVERABILITY

If any part or provision of this Ordinance, or its application to any person or circumstance is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given the effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

INTRODUCED, READ, AND ORDERED PUBLISHED ON SEPTEMBER 1, 2015.

PUBLISHED IN THE DOUGLAS COUNTY NEWS PRESS ON SEPTEMBER 17, 2015, LEGAL NOTICE NO. 927704.

APPROVED AND ADOPTED WITH NO CHANGES ON SECOND READING ON OCTOBER 6, 2015, TO BECOME EFFECTIVE ON OCTOBER 17, 2015.

CITY OF LONE TREE

James D. Gunning, Mayor

ATTEST:

Jennifer Pettinger, CMC, City Clerk

EXHIBIT A
Legal Description of Property



PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT H, PARKWAY SUBDIVISION FILING NO. 1, RECORDED UNDER RECEPTION NO. 342828 IN THE OFFICES OF THE DOUGLAS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTH ONE-HALF OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LONE TREE, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WESTERLY LINE OF TRACT H, PARKWAY SUBDIVISION FILING NO. 1, MONUMENT AS SHOWN HEREON, BEARING N18°04'05"W A DISTANCE OF 130.43 FEET AS SHOWN ON SAID SUBDIVISION.

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 1, BLOCK 3, PARKWAY SUBDIVISION FILING NO. 1, RECORDED UNDER RECEPTION NO. 342828 IN THE OFFICES OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ON THE WESTERLY LINE OF TRACT H, PARKWAY SUBDIVISION FILING NO. 1, S61°58'19"W A DISTANCE OF 9.41 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID WESTERLY LINE, THE FOLLOWING FIVE (5) COURSES:

1. S00°41'13"W A DISTANCE OF 65.45 FEET;
2. S18°04'05"E A DISTANCE OF 28.26 FEET;
3. S52°01'16"E A DISTANCE OF 130.73 FEET;
4. S14°50'35"E A DISTANCE OF 35.59 FEET;
5. S37°58'44"W A DISTANCE OF 47.57 FEET, TO A POINT ON THE WESTERLY LINE OF SAID TRACT H;

THENCE ON SAID WESTERLY LINE, THE FOLLOWING THREE (3) COURSES:

1. N52°01'10"W A DISTANCE OF 142.52 FEET;
2. N18°04'05"W A DISTANCE OF 130.43 FEET;
3. N61°58'19"E A DISTANCE OF 70.14 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 15,936 SQUARE FEET OR 0.3658 ACRES.

PROPERTY DESCRIPTION STATEMENT

I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC



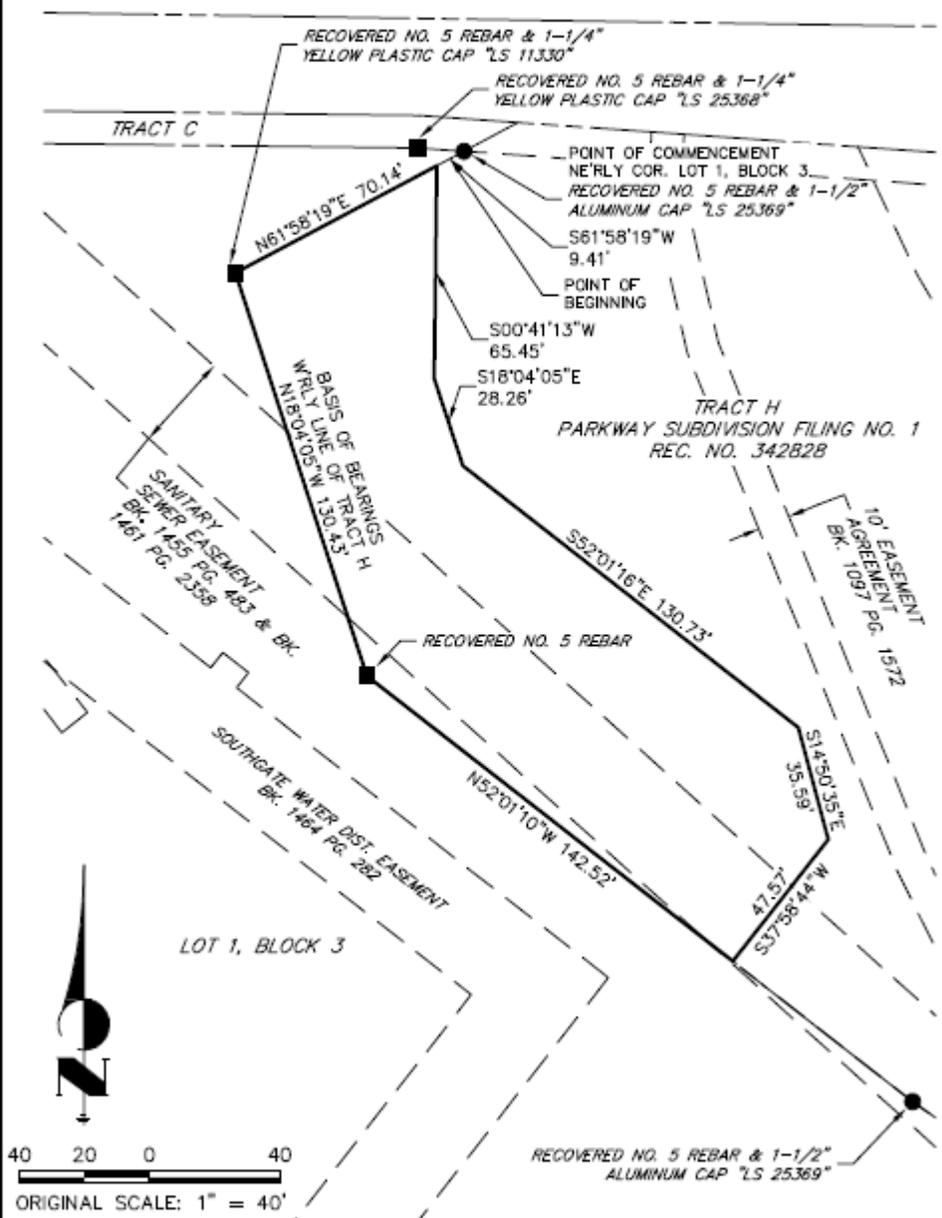
7200 S Alton Way, Suite C100, Centennial, CO 80112
303-740-8393 • Fax: 303-721-9019 • www.jrengineering.com
8/28/2015

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SHEET 1 OF 2

EXHIBIT

COUNTY LINE ROAD



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

ZONING EXHIBIT
GM PLAT
PROJECT NO.: 15637.00
DATE: 08/28/15

SHEET: 2 OF 2



Central 803-240-8888 • Colorado Springs 719-589-2500
Fort Collins 970-482-8888 • www.jrengineering.com



**CITY OF LONE TREE
STAFF REPORT**

TO: Mayor Gunning and City Council

FROM: Seth Hoffman, City Manager
Jeff Holwell, Economic Development Director

DATE: September 28, 2015

FOR: October 6, 2015 City Council Meeting

SUBJECT: Affirmation of Emergency Ordinance 15-05, Dissolving the Lone Tree Entertainment Business Improvement District (BID)

Summary

The City of Lone Tree has received a petition requesting the dissolution of the “Lone Tree Entertainment Business Improvement District,” which includes a variety of parcels but generally located south of Park Meadows Drive and east of Yosemite. This should not be confused with the new Lone Tree BID, which is located entirely north of Park Meadows Drive and would become official after the existing district is dissolved.

The property owners/petitioners request that the Lone Tree City Council dissolve the District via ordinance, which has not been operational since 2012, but would require an official action of City Council to discontinue its existence.

This was introduced as an emergency ordinance because it will be adopted after a single reading, allowing the new Lone Tree BID to incorporate and submit November ballot questions under the required timelines. Because there is an overlapping property, dissolution of the existing BID is required before the new BID can move forward. An affirmative vote tonight will affirm the ordinance.

Background

The Lone Tree Entertainment Business Improvement District was established in 1999 and today consists of 19 lots and approximately \$12.5 million in assessed value. Petitioners include DSMC Ventures (Go Putt), Rocky Mountain Law Enforcement Credit Union, Stonybook Investments, Maticota LLC, DA&D LLC,

LOUDECO LLC (Brewery Bar), MJR Holdings LLC (Treo), John and Connie Turnock (Miyama), Colorado Real Estate LLC (Dr. Angela Osborne), Park Meadows LLC (U of C Medical Office Building), Teddy LN LLC, and Teddy Lane LLC. These petitioners represent 21.55 acres and \$7,407,909 in assessed value, greater than the 50% acreage and greater than the 50% real and personal property threshold required for a valid petition.

The Lone Tree Entertainment Business Improvement District has not been operational since 2012, when its bonds were paid off via its assessment revenues. That said, it remains an organized district and the BID has been filing zero based budgets/operational plans per statutory requirements. The district is no longer necessary and dissolution would end these filing requirements and would allow the new Lone Tree BID to move forward, as there is one overlapping property between the two districts.

Cost and Budget

Except for the staff time already invested in this process, there is no cost to the city to dissolve the district.

Suggested Motion or Recommended Action

I move to affirm Ordinance 15-05, an Emergency Ordinance for the Dissolution of the Existing Lone Tree Entertainment Business Improvement District.

**ORDINANCE OF THE
CITY OF LONE TREE**

Series of 2015

Ordinance No. 15-05

**AN EMERGENCY ORDINANCE FOR THE DISSOLUTION OF THE EXISTING
LONE TREE ENTERTAINMENT BUSINESS IMPROVEMENT DISTRICT**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONE TREE,
COLORADO:**

ARTICLE 1 – AUTHORITY

The City of Lone Tree (the "City") is a home rule municipality operating under the Lone Tree Home Rule Charter (the "Charter") adopted on May 5, 1998 and a Municipal Code (the "Code"), codified and adopted on December 7, 2004. Pursuant to the Charter, the Municipal Code and the authority given home rule cities, the City may adopt and amend Ordinances.

ARTICLE 2 – SAFETY CLAUSE

The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare.

ARTICLE 3 – EMERGENCY ORDINANCE

This Ordinance is being adopted pursuant to the provisions of Article V, Section 8 of the City Charter, adopted May 5, 1998. The City Council finds that there exists an immediate threat to the preservation of public health, welfare, peace, safety and property and that this Ordinance is necessary for the protection of public convenience, welfare and property. The urgency and need for passing this Ordinance is that there is currently a Lone Tree Entertainment Business Improvement District that has fulfilled its purpose and is no longer necessary (the "Dormant BID"), and the continued existence of the Dormant BID is preventing the organization of a new business improvement district (the "Proposed BID"). A petition for the Proposed BID has been received, but its planned boundaries would overlap with a portion of the Dormant BID. Pursuant to Section 31-25-1208(1) of the Colorado Business Improvement District Act (the "Act"), no business improvement district may be organized wholly or partly within an existing business improvement district. Since the Dormant BID would overlap with the Proposed BID, the Dormant BID must be dissolved before the organization of the Proposed BID. The Proposed BID is to be

created and organized no later than September 4, 2015, in order for a ballot certification and subsequent November election to occur to authorize the various powers that are integral to the Proposed BID's purpose and functionality.

ARTICLE 4 – FINDINGS OF FACT

A. The City Council established the Dormant BID on October 19, 1999 with the passage of Ordinance No. 99-08.

B. A Petition for the Dissolution of the Dormant BID (the "Petition") has been filed in the office of the City Clerk of the City of Lone Tree.

C. The Petition has been reviewed by the City Clerk and a public hearing was held by the City Council, after proper notice, on September 1, 2015, at which time the petitioners and other interested parties gave testimony.

D. The evidence presented in the Petition and at the public hearing on the matter demonstrated that all conditions imposed by Colorado Statutes for the dissolution of a business improvement district were met.

E. Pursuant to Section 31-25-1225 and 31-25-1205(2), C.R.S. of the Act, the signatures on the Petition are genuine, and the Petition has been signed by persons who own real or personal property in the service area of the District having a valuation for assessment of not less than fifty percent (50%) of the valuation for assessment of all real and personal property in the service area of the District and who own at least fifty percent (50%) of the acreage in the District.

F. The Petition is duly signed and presented in conformity with the requirements of the Business Improvement District Act and the allegations in the Petition are true.

G. The dissolution of the District will serve a public use and will promote the health, security and general welfare of the inhabitants of the City and the property owners of the District.

H. Pursuant to the authority to dissolve business improvement districts under the Act, Section 31-25-1225, C.R.S., the City Council desires to accept the Petition and dissolve the business improvement district described in the Petition for Dissolution of the Lone Tree Entertainment Business Improvement District.

ARTICLE 5 – DISSOLUTION

Based upon the findings and determinations set forth herein and at the public hearing, the City Council, by this Ordinance, hereby authorizes the dissolution of the Lone Tree Entertainment Business Improvement District and any special improvement districts created within the Lone Tree Entertainment Business Improvement District's boundaries, specifically including Special Improvement District No. 2000-1.

ARTICLE 6 – RATIFICATION AND APPROVAL OF PRIOR ACTION

All actions heretofore taken by the officers of the City and the members of the Council consistent with the provisions of this Ordinance and relating to the dissolution of the District are hereby ratified, approved, and confirmed.

ARTICLE 7 – SEVERABILITY

If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

ARTICLE 8 – REPEALER

All orders, resolutions, bylaws, ordinances or regulations of the City, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

ARTICLE 9 – RECORDING AND AUTHENTICATION

Pursuant to Section 31-25-1225 C.R.S., a certified copy this Ordinance shall be filed in the office of the county clerk and recorder in Douglas County. Immediately on its passage this Ordinance shall be kept and maintained by the City Clerk or City Manager in such form as is sufficient to assure reasonable access to the public. It shall be the duty of the Mayor and City Clerk to authenticate such records by their official signatures thereon, but the failure to so record and authenticate this Ordinance shall not invalidate it or suspend its operation.

ARTICLE 10 – EFFECTIVE DATE

This Ordinance shall take effect upon adoption on first reading and shall be published in full immediately after adoption. This Ordinance shall not be in effect longer than ninety (90) days after adoption unless the City Council shall affirm the same by re-adoption of said Ordinance on second reading and publication on a non-emergency basis within said ninety (90) day period.

INTRODUCED, READ AND ORDERED PUBLISHED ON SEPTEMBER 1, 2015.

**PUBLISHED IN THE DOUGLAS COUNTY NEWS PRESS ON SEPTEMBER 17, 2015,
LEGAL NOTICE NO. 927703.**

AFFIRMED BY RE-ADOPTION ON OCTOBER 6, 2015.

CITY OF LONE TREE

James D. Gunning, Mayor

ATTEST:

Jennifer Pettinger, CMC, City Clerk

(SEAL)



Lone Tree Entertainment Business Improvement District



10/6/15



Original Business Improvement District Parcels

City Council Packet



CITY OF LONE TREE
Page 30 of 51
June, 2012



CITY OF LONE TREE
STAFF REPORT

TO: Mayor Gunning and City Council

FROM: Neil Rutledge

DATE: September 24, 2015

FOR: October 6, 2015

SUBJECT: Park Meadows Business Improvement District Operating Plan and Budget for 2016

Summary

The Park Meadows Business Improvement District (BID) was formed by the City Council in 2006 to provide financing for public improvements and services for Park Meadows Mall. It is a quasi-municipal corporation and political subdivision of the state. Each year, it is required to submit its Operating Plan and Budget to the City for approval. The Operating Plan and Budget for 2016 was submitted September 21, 2015, as required by law. It has been reviewed by the City's Finance Director, City Attorney and staff, and conforms to the Plans and Budgets approved by Council in previous years.

Cost

There is no cost to the City.

Suggested Motion

I move to approve the 2016 Operating Plan and Budget for the Park Meadows Business Improvement District.

Background

The Operating Plan and Budget is consistent with the Annexation and Development Agreement for the General Growth/Park Meadows Mall property. The Plan explains the powers and duties of the BID, its improvements and services, its financing and the City's oversight process. The Budget breaks down its financial details. The BID, as a quasi-municipal corporation and political subdivision of the state, may not pledge City assets for security for its debt.

2016 OPERATING PLAN AND BUDGET

PARK MEADOWS BUSINESS IMPROVEMENT DISTRICT

City of Lone Tree, Douglas County, Colorado

Seter & Vander Wall, P.C.

{00185887}

EXECUTIVE SUMMARY

The proceedings leading up to the annexation of the Park Meadows Retail Resort into the City of Lone Tree included the organization of the Park Meadows Business Improvement District (“BID”). The BID is intended to help with the financing, construction, operation, and maintenance of public improvements and public services that are intended to maintain and improve the economic performance and sustainability of the Mall.

BID Budget - Who Controls the Budget? Under state law, by September 30 of each year, the BID must submit an operating plan and budget to the City for approval. The BID Board must also hold a hearing prior to adoption of the final budget. As required by state law (the BID Act, §31-25-1201, et seq., C.R.S.) the budget must be used for public improvements and public services.

BID Board of Directors. The BID is governed by an up to five-member board of directors who are appointed by, and may be removed by, City Council. BID directors must be “electors” of the BID.

Debt Authorization. The 2007 Operating Plan included \$50 million of debt authorization. In 2007, the BID issued its Shared Sales Tax Revenue Bonds to fund public improvements for The Vistas at Park Meadows including a police substation, and other public capital improvements for the Park Meadows property. The Vistas successfully opened on time.

Consistency with Annexation Petition. This Operating Plan and Budget is consistent with the Annexation and Development Agreement for the Park Meadows Mall, L.L.C. property.

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2016
OPERATING PLAN AND BUDGET FOR THE
PARK MEADOWS BUSINESS IMPROVEMENT DISTRICT

I. PURPOSE AND SCOPE OF THE BID

(a) Purpose. The main purpose of the Park Meadows Business Improvement District (“**BID**”) is to provide financing for public improvements and services needed for the Park Meadows Mall (“**Mall**”).

The service area, consisting of the territory that is within the boundaries of the **BID**, is shown in **Exhibit A**. The operations area of the **BID**, which is the area in which the **BID** will ordinarily furnish its improvements, services, and programs, is shown in **Exhibit B**.

(b) Background. The **BID** was organized by an ordinance of the City of Lone Tree (“**City**”). By state statute, specifically Section 31-25-1211, C.R.S., by September 30 of each year, the **BID** is required to submit an operating plan and budget to the City for review and approval. This document is the submittal for 2016.

(c) Operating Plan Contents. Pursuant to the provisions of the Business Improvement District Act, Section 31-25-1201, et seq., Colorado Revised Statutes, as amended, this Operating Plan specifically identifies:

- (i) the composition of the Board of Directors,
- (ii) services and improvements to be provided by the **BID**,
- (iii) the taxes, fees, and assessments to be imposed by the **BID**,
- (iv) the estimated principal amount of the bonds to be issued by the **BID**, and
- (v) such other information as the City may require.

(d) Contact Persons. The **BID** Manager is John M. Mullins, John M. Mullins Associates, Inc., 1988 East Ross Lane, Highlands Ranch, Colorado 80126; phone: 303-683-9382; email: jmmwurld@aol.com; and Secretary, Pamela J. Schenck-Kelly, Park Meadows Business Improvement District, c/o Park Meadows Management Office, 8401 Park Meadows Center Drive, Lone Tree, Colorado 80124; phone: 303-792-2999.

II. COMPOSITION OF THE BOARD OF DIRECTORS

The Board of Directors of the **BID** was appointed by the City Council.

The ordinance organizing the **BID** included provisions for appointing the initial Board of Directors. The appointees, each of whom has a personal leasehold interest in taxable real property located within the service area of the **BID**, all of whom are affiliated with General Growth Properties, Inc. and Park Meadows Mall, L.L.C., and all of whom constitute all of the electors of the **BID**, are:

- 1) Jeffrey J. Koch
8401 Park Meadows Center Drive
Lone Tree, CO 80124
- 2) Pamela J. Schenck-Kelly
8401 Park Meadows Center Drive
Lone Tree, CO 80124
- 3) William D. Pollard
8401 Park Meadows Center Drive
Lone Tree, CO 80124

There are two vacancies on the Board. No other qualified electors are available for appointment to the Board at this time.

All Board members may be contacted through 303-792-2999.

All Board members must, by law, be electors of the BID. Electors are those persons defined as such by Section 31-25-1203(4)(a), C.R.S.:

"Elector" means a natural person who is a citizen of the United States and a resident of the State of Colorado, who is eighteen years of age or older, and who:

- (I) Makes his primary dwelling place in the BID; or
- (II) Owns taxable real or personal property within the boundaries of the BID; or
- (III) Is the holder of a leasehold interest in taxable real or personal property within the boundaries of the BID; or
- (IV) Is the natural person designated by an owner or lessee of taxable real or personal property in the BID which is not a natural person to vote for such owner or lessee. Such designation must be in writing and filed with the secretary of the BID. Only one such person may be designated by an owner or lessee.

In the event that the statutory definition of "elector" is amended, then the new definition shall apply to the Board.

Board members appointed by the City Council shall serve at the pleasure of the City Council and may be removed by the Council as provided in the BID Act. To fill a vacancy, City Council shall appoint an elector of the BID who is recommended for the position by the BID Board of Directors. The appointment of electors to the Board, as requested by the BID Board and as provided above, may be made by City Council at any time by Council Resolution, with or without a public hearing.

The Board of Directors may appoint one or more advisory boards to assist the Board of Directors on such matters as the Board of Directors desires assistance. The Board of Directors

shall, upon the appointment of an advisory board, set forth the advisory board's duties, duration, and membership. The Board of Directors may provide reasonable rules of procedure for the advisory board or may delegate to the advisory board the authority to provide such rules. If an advisory board is appointed, the Board of Directors will inform the City of the purpose of the advisory board and its membership. No advisory board has been appointed.

III. DESCRIPTION OF IMPROVEMENTS AND SERVICES

Under the organizational ordinance, the powers and the services or improvements to be provided by the BID include, but are not limited to:

(a) "Improvements" as that term is defined in Section 31-25-1203(5), C.R.S.:

"public improvements, including but not limited to streets, sidewalks, curbs, gutters, pedestrian malls, streetlights, drainage facilities, landscaping, decorative structures, statuary, fountains, identification signs, traffic safety devices, bicycle paths, off-street parking facilities, benches, rest rooms, information booths, public meeting facilities, and all necessary, incidental, and appurtenant structures and improvements."

"Improvements" also includes the relocation and improvement of existing utility lines.

(b) Landscaping Improvements including, but not limited to, landscaping, decorative structures, statuary, fountains, and all necessary, incidental and appurtenant facilities, land and easements, together with extensions of and improvements to such facilities.

(c) Relocation, Improvement and Extension of Existing and Other Public Utility Lines, including water, sanitary sewer, storm sewer, flood and surface drainage facilities and systems, electric, gas, communications, conduits, and all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said systems.

(d) Traffic Safety Devices and Controls on streets and highways, together with all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities.

(e) Street Improvements, including streets, sidewalks, curbs, gutters, culverts, and other drainage facilities, bridges, parking, overpasses, and pedestrian ways, interchanges, median islands, paving, street lights, grading, landscaping, irrigation, identification, way-finding, and other signs, together with all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities.

(f) Interior Common Area Improvements, Operation, and Maintenance, including floors, walls, lighting, seating, landscaping, planters, recreation facilities, kiosks, public information booths, stairways, escalators, elevators, public meeting areas and other interior public improvements as identified by the Board.

(g) Improvements for Existing Electric and Gas Utility Lines for the purpose of providing improved power and gas distribution and communications for the District.

(h) Park and Recreation Improvements, including the design, acquisition, construction, relocation, completion, installation and/or operation and maintenance of parks and recreational facilities including, but not limited to, parks, bike paths and pedestrian ways, bridges, open space, landscaping, fences, walls, cultural activities, play areas, conservatories, community recreational centers, tennis courts, water bodies, waterfalls, fountains, streams, lakes, ponds, irrigation facilities, and other active and passive recreational facilities and programs, and all necessary, incidental and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities.

(i) Public Transportation, including the design, acquisition, installation, construction, operation, and maintenance of public transportation system improvements, including transportation equipment, park and ride facilities and parking lots, structures, roofs, covers, and facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extension of and improvements to said facilities or systems; provided, however, that the design, acquisition, installation, construction, operation, and maintenance of public transportation system improvements shall, where applicable, be subject to the entry into authorizing contracts pursuant to the provisions of Part 2 of Article 1 of Title 29, C.R.S.

(j) Development Support. Demolition costs of buildings, structures, parking and other facilities in furtherance of public improvements, and specifically including, but not limited to, the former Lord and Taylor building (now operating as The Vistas).

(k) Security. Facilities for security services and to assist the City police department to serve the service area and operational area of the BID.

(l) The Ownership, Operation, and Maintenance of any public improvement.

(m) The Provision of Services as described in Section 31-25-1212(1)(f), C.R.S. Such Section 31-25-1212(1)(f) explains the power to provide services as follows:

- (i) Consulting with respect to planning or managing development activities;
- (ii) Maintenance of improvements, by contract, if it is determined to be the most cost-efficient;
- (iii) Promotion or marketing of BID activity;
- (iv) Organization, promotion, marketing, and management of public events;
- (v) Activities in support of business recruitment, management, and development;
- (vi) Security for businesses and public areas located within the district;
- (vii) Snow removal or refuse collection, by contract, if it is determined to be the most cost-efficient; and
- (viii) Providing design assistance.

(n) The Exercise of Other Powers that are granted to business improvement districts under Section 31-25-1212, C.R.S. and other law.

The BID will be primarily concerned with the provision of improvements and services within its service area, including parking, landscaping, and perimeter streets. There may be instances, such as an extension of a sidewalk or utility line, where it will be advantageous to the BID to provide an improvement or service outside of the then-current service area boundaries or operations area of the BID and the BID shall have the authority to provide the same.

(o) City-BID IGA. The City and BID approved and signed the IGA dated December 15, 2006 and amended on December 19, 2006 (“City-BID IGA”). The BID has been very pleased with the progress in the performance of the City-BID IGA. City staff continues to work well with the BID Board and its consultants on the collection and sharing of the sales tax. Pursuant to the City-BID IGA provisions, the term of the agreement is initially 25 years with an automatic extension of an additional five years if the Sales Tax collected in 2027 is more than the Sales Tax collected in the first full Sales Tax collection year, referred to as the Base Year. The Base Year is established as the first year that the Lifestyle Extension (“The Vistas”) is annexed into the City and leasing of 70% of the gross leasable area of the retail portion of the Lifestyle Extension is achieved. Per BID records, the Lifestyle Extension was annexed to the City and had leased 86.91% of the gross leasable area in 2009, which is established as the Base Year for purposes of the City-BID IGA. In addition, the BID submitted its sales tax collection report as part of the 2009 Operating Plan, which was accepted and approved by the City representing agreement on the amount of sales tax collected in the Base Year. The amount of tax collected in the Base Year is established as \$3,951,215.

(p) Audits. The BID shall complete its own audit as required by Part 6 of Article 1 of Title 29, C.R.S. and submit the same to the City for incorporation into the City’s audit as a component unit or as otherwise agreed by the City and the BID.

IV. TAXES, FEES, and ASSESSMENTS

(a) No taxes, fees, or assessments are expected to be imposed for collection in 2016; however, there may be minor fees charged for permits relating to the use of BID facilities.

(b) The BID will be financed by revenues received pursuant to the City-BID IGA, interest on its investments, miscellaneous income and its bonds.

(c) The proposed BID budget for 2016 is attached.

V. BONDS

The BID issued \$16,310,000 in Shared Sales Tax Revenue Bonds in 2007. The Series 2007 Bonds are special limited revenue obligations of the BID secured by and payable from the Shared Sales Tax Revenue. The Series 2007 Bonds are also secured by a Reserve Fund in the amount of \$1,243,095. The Series 2007 Bonds do not constitute an obligation of the City.

The 2016 gross annual principal and interest payments on the Series 2007 Bonds (ignoring Reserve Fund interest earnings) is \$1,240,095. The gross principal and interest

payments continue at approximately that amount through 2031 (the 2031 debt service payment is actually \$2,486,260 but after netting out the Reserve Fund in the amount of \$1,243,095 the net debt service payment is \$1,243,165).

Forecasted Shared Sales Tax Revenue expected to be collected during 2015 is approximately \$5,300,000. Forecasted Shared Sales Tax Revenue expected to be collected during 2016 is estimated to be \$5,407,500 after carefully considering the impacts of the current economic uncertainties. It is interesting to note that the Financial Forecast, as presented in the Series 2007 Bonds Official Statement, was based upon annual Shared Sales Tax Revenue of \$3,852,938 through 2031 which is less than what the BID is forecasting.

Based upon the current year's Shared Sales Tax Revenue forecast of approximately \$5,300,000 and the gross Series 2007 Bonds annual debt service payment of approximately \$1,239,595, Shared Sales Tax Revenues are expected to exceed annual debt service requirements by approximately \$4,060,405.

VI. INTERGOVERNMENTAL AGREEMENTS

In addition to the City-BID IGA for sharing revenue sources for the costs of providing facilities and services, the BID is a party to an IGA with the City pursuant to which the BID entered into a lease with General Growth Properties/Park Meadows Mall, L.L.C. for the police substation at the Mall (that for 2016 will provide for payments of \$8,722.50 per month for a total of \$104,670 for the year). Implementation of the City-BID IGA and the Police Substation lease will be ongoing in 2016. The budget shows an increase pursuant to the lease amendment to increase size and change the location of the police substation.

The BID may enter into intergovernmental agreements with the City, state or other political subdivisions as allowed by law. On April 1, 2011, the BID entered into an IGA with the Park Meadows Metropolitan District for the coordination of landscaping services to be provided by the BID. That IGA was amended on March 31, 2012 and the IGA expired on December 31, 2014. The parties to the IGA entered into a new IGA for the same purposes on April 22, 2015.

VII. OTHER MATERIAL AGREEMENTS

In order to build public improvements for The Vistas, Mall common areas, and the City police substation, the BID has entered into lease and license agreements with General Growth Properties/Park Meadows Mall, L.L.C. The monthly payment on these agreements in 2016 will be \$40,740 for a total of \$488,880 for the year. This amount, together with the City-BID IGA payment for the police substation lease was combined and rounded up for a total of \$594,000 in the 2016 budget document.

For ongoing services, the BID has engaged independent contractor John Mullins to furnish management services; Mulhern MRE, Inc. for administrative and management support services; Seter & Vander Wall, P.C. for legal services; L. Paul Goedecke, P.C. as BID Accountant; Stan Bernstein and Associates as Financial Consultant; and Baseline Corp. (Noah Nemmers, P.E. and John McClain, P.E.) as Engineers.

VIII. OPERATION AND MAINTENANCE

The BID provides ongoing services under its various powers, but only to the extent that the City or other service provider does not provide such services. The BID may own, operate, or maintain any public improvement. The BID may furnish street construction and maintenance including street sweeping, snow plowing and minor repairs; landscape and open space installation and maintenance including such park, recreation, conservatory, streetscape, and drainage facilities as the BID may construct, acquire or contract to maintain; and the operation and maintenance of mosquito and weed control services. The BID may also provide continuing operation and maintenance of transportation facilities and parking lots.

IX. FINANCIAL PLAN

The BID shall have the authority to raise revenue by any means available to a Business Improvement District under Colorado law, including but not limited to, the power to impose rates, tolls, or charges for any services or improvements furnished by the BID; and the power to defray all or a portion of the costs of providing improvements or services through special assessments as provided under Section 31-25-1219, C.R.S. The use of taxes is not currently expected to be a revenue source for the BID and if imposed, would only be collected from property within the territorial boundaries of the BID.

The BID held an election in November, 2006 and may call and hold elections in the future for the purpose of authorizing debt, revenue limits, spending limits, and such other matters as may be necessary or convenient for the implementation of Art. X., Sec. 20 of the Colorado Constitution.

In the event that the Board of Directors determines that there is interest in the use of special assessments to pay for improvements or services, assessment matters will be voted upon by the electors within the proposed assessment district as required by §31-25-1219(1) and §31-25-534(3), C.R.S.

The BID may operate enterprises as defined in Art. X, Sec. 20 of the Colorado Constitution.

THE BID HAS NOT PLEDGED, AND SHALL NOT PLEDGE, ANY CITY FUNDS OR ASSETS AS SECURITY FOR ANY INDEBTEDNESS OF THE BID.

X. CITY OVERSIGHT OF BID ACTIVITIES

(a) Annual Operating Plan and Budget. This 2016 Operating Plan and Budget constitutes the annual operating plan and budget that the BID is required to file with the City describing the BID's proposed activities for the upcoming budget year. This annual operating plan includes the brief report of BID activities for the past year. The City shall approve or disapprove the annual operating plan and budget within thirty days after receipt of such operating plan and budget and all requested documentation relating thereto, but not later than December 5 of the year in which such documents are filed. No public hearing by the City shall be required.

This report includes the following materials or may refer to the prior plan if no material revision is needed:

1. BID Name.
2. BID Contact Person, address, telephone number, fax number.
3. Board of Directors names, addresses, and telephone numbers.
4. BID Map (see **Exhibits A and B**).
5. Current Budget (See **Exhibit C**).
6. Most Recent Audit or Audit Exemption Application (to be filed with City)
7. Copy of any filing required by or for the State Securities Commissioner.
8. A list of all intergovernmental agreements of the District (to be filed with City)
9. A description of activities performed in the last budget year.
10. An Operating Plan description of activities to be performed in the next budget year and a proposed summary budget for that year. (Adoption of the final detailed BID budget by the Board is subject to the completion of the required notice and hearing process in state law).

(b) Indebtedness.

(i) Operating Plan Authorization. Authorization for the issuance of up to and including \$50,000,000 in aggregate principal amount of general obligation indebtedness, revenue debt, or special improvement district obligations is hereby acknowledged by the City, subject to such electoral and other approvals as may be required by Colorado law. (Note that because the 2007 Bonds used \$16,310,000 of the previously approved \$50,000,000 of Operating Plan authorization, there currently is \$33,690,000 of this authorization available for use.) At no time shall the BID issue debt secured by revenues received by the BID arising from the City-BID IGA that are projected to result in annual debt service payments in excess of 95% of the projected annual revenues to be received by the BID arising from the City-BID IGA.

(ii) Additional Authority. The City's approval for additional debt authority over the amount in Section X(b)(i) hereof must be acquired by the BID, if at all, through an amendment or modification to the operating plan approved by the City Council, and such electoral approval as may be required by law.

(c) Inclusions and Exclusions. The City shall obtain the approval of the Board of Directors of the BID before the City approves any inclusion or exclusion of property for the BID.

(d) Dissolution. Following notice and a public hearing before the City Council, the BID may be dissolved under the conditions, and as allowed, by Section 31-25-1225, C.R.S.

(e) Tax, Revenue and Spending Limitation Elections. The BID may hold such tax, revenue, and spending limitation elections as may be called by the BID Board.

For any special improvement district formed by the BID, except as otherwise provided in this Operating Plan or Colorado law, as determined by the Board, the BID may authorize debt, taxes, spending and other financial matters by a vote of all of the electors of the BID or by vote of the electors of the special improvement district.

XI. PROCEDURE FOR OBTAINING CITY APPROVAL OF MODIFICATIONS OF THE OPERATING PLAN

The method for review and approval of modifications of the Operating Plan is as follows:

(a) In such detail as may be reasonably requested by the City, the BID shall set forth a written proposal for the modification of the Operating Plan ("Amendment").

(b) The BID shall file the Amendment with the City Manager and the City Attorney.

(c) The City Clerk shall place the Amendment as an agenda item before the City Council in the manner as is provided by City ordinance or resolution at a regular or special meeting of the City Council, and shall inform the BID at least ten days in advance of the date, time and place of the City Council meeting. No public hearing on the Amendment shall be required.

(d) The City Council shall, within 30 days of the City Council meeting, adopt an ordinance, resolution, or motion approving, conditionally approving, or disapproving the Amendment as appropriate under the circumstances.

XII. PRIOR ACTIONS

Pursuant to 31-25-1211, C.R.S., the BID and the City agree that prior actions of the BID and the City conform so far as practicable to the previously approved BID Operating Plan and Budget.

2015 Accomplishments:

Park Meadows celebrates 19 years in what is today one of the most dynamic cities Lone Tree, Colorado. The focus this past year has been towards public improvement and public safety. The activities performed were only for public areas and only in the best interests of the public for the business improvement of Park Meadows. Some of those activities and projects completed or in progress include:

- Replacement and repair of twenty-plus acres of parking lot asphalt
- Improvements to roadway drains and storm water sewer inlets
- Improvement to parking and turnaround in the Vistas East parking lot
- Significant investment in the upgrade and repair of the 19 year old landscape irrigation system, saving 1.19 million gallons of water in 2015 versus 2014
- New larger and more efficient Lone Tree Police Department Substation
- Removal of more than 80 trees destroyed by the Polar Vortex in November 2014
- Replacement of 50% of the damaged trees with more replacement planned in 2016
- Replacement of 20 junipers along Yosemite and a new shrub planting on the Yosemite slope at Lone Tree Forestry's request.
- Soil evaluations and island juniper pruning are being completed in 2015 to determine replacement materials and an island plan in 2016.
- Expansion of the Santa set to keep a new element in the Holiday Experience

- Supported the Holiday Programs of the Lone Tree Arts Center
- New holiday billboard advertising
- Support to the public safety efforts to improve camera coverage, bicycle officers, and joint training with the Lone Tree Police Department, Park Meadows security, and the stores as well as restaurants.

Photographs and more detail will be provided at the November City Council meeting.

XIII. CONCLUSION

It is submitted that this Operating Plan and Budget for the Park Meadows Business Improvement District meets the requirements of the Business Improvement District Act and further meets applicable requirements of the Colorado Constitution. It is further submitted that the types of services and improvements to be provided by the BID are those services and improvements which best satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S., as required by Section 31-25-1207(5), C.R.S.

The BID respectfully requests that the City approve this 2016 Operating Plan and Budget.

List of Exhibits

- A. Map of BID Service Area
- B. Map of BID Operational Area
- C. Budget for 2016

EXHIBIT A

**EXHIBIT A
BOUNDARIES AND SERVICE AREA OF THE
PARK MEADOWS BUSINESS IMPROVEMENT DISTRICT**

The Service Area of the
Park Meadows Business Improvement District is described as follows:

PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT D, PARK MEADOWS TOWN CENTER FILING NO. 1-A, 1ST AMENDMENT AS RECORDED AUGUST 04, 1995 AT RECEPTION NO. 9635841 IN THE RECORDS OF DOUGLAS COUNTY, SAID PARCEL SITUATED IN SECTION 3, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO BEING DESCRIBED AS FOLLOWS:

TRACT D, PARK MEADOWS TOWN CENTER FILING NO. 1-A, 1ST AMENDMENT,

EXCEPT THAT PORTION OF SAID TRACT D GRANTED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN THAT AMENDED RULE AND ORDER FOR CASE NO. 01-CV-806, DIVISION 2, DISTRICT COURT, DOUGLAS COUNTY, COLORADO, SAID RULE AND ORDER RECORDED SEPTEMBER 02, 2004 UNDER RECEPTION NO. 2004092375 IN THE RECORDS OF DOUGLAS COUNTY.

THE NET AREA OF THE PARCEL BEING DESCRIBED IS 15,359 SQ FT (0.3528 ACRE) MORE OR LESS.

THE ABOVE PARCEL DESCRIPTION WAS PREPARED BY DAVID L. STUFFLEBEAM UNDER THE SUPERVISION OF DAVIS C. DIFULVID, PLS#16401



\\pds\home\1\1\4\2\3342\area\corp\shila\16\res\01\1-3342-TRACT D REMAINDER.dwg | DATE: 1/8/2008 | TIME: 1:35:03 pm |

<p>Farnsworth GROUP 3030 BARTTUPPE AVENUE, SUITE 850 DENVER, COLORADO 80237 (303) 692-8888 / (303) 692-0470 FAX</p>	<p>ROUSE PARK MEADOWS, I.L.O.</p> <p>REMAINDER OF TRACT D PARK MEADOWS TOWN CENTER FILING NO. 1-A, 1ST AMENDMENT</p>	<p>Printed Not 3342.AN Drawn by M00 Approved Date: 1-8-08 Reviewed</p>
	<p align="right">1 OF 2</p>	

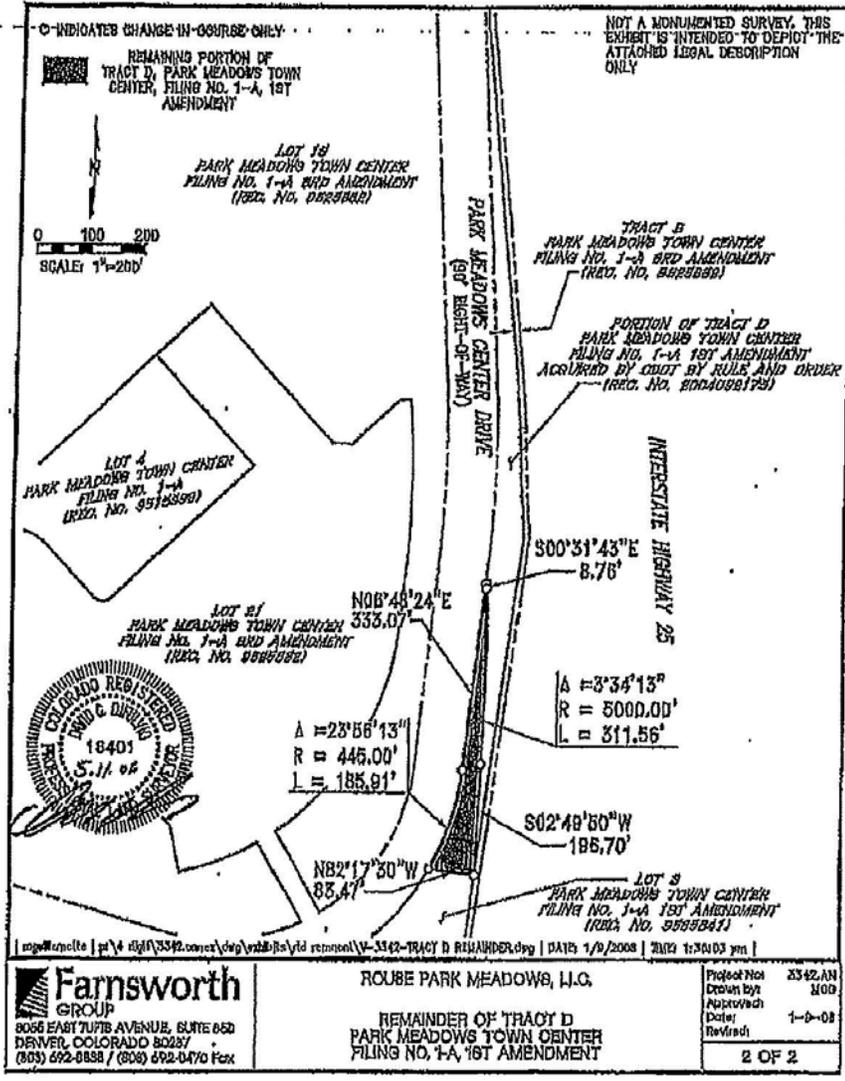


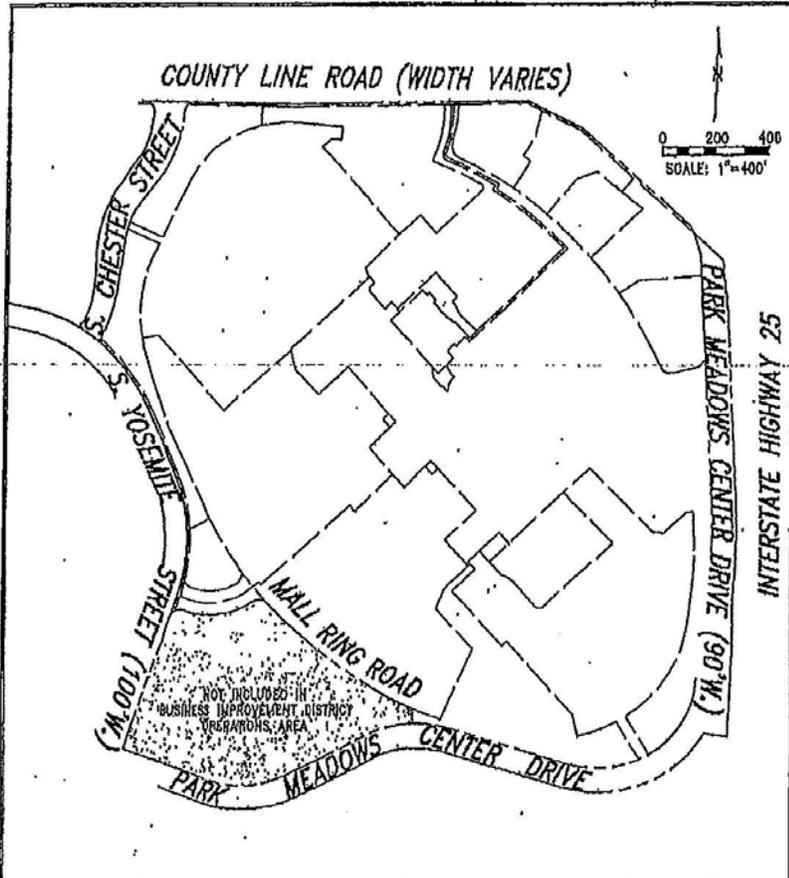
EXHIBIT B

EXHIBIT B OPERATIONS AREA OF THE PARK MEADOWS BUSINESS IMPROVEMENT DISTRICT

The Operations Area of the Park Meadows Business Improvement District, being the area that will benefit from the Improvements and Services to be provided to the District, is generally described as that area now or in the future within the City of Lone Tree in Douglas County, Colorado bounded by:

County Line Road,
Interstate Highway 25,
Park Meadows Center Drive,
The Mall Ring Road and Entrance between Park Meadows
Center Drive and South Yosemite Street
South Yosemite Street, and
South Chester Street.

A map showing these perimeter streets is attached.



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Farnsworth
GROUP
8056 EAST TULSA AVENUE, SUITE 600
DENVER, COLORADO 80237
(303) 692-8838 / (303) 692-0470 Fax

PARK MEADOWS MALL
Business Improvement District
Operational Area Exhibit

Project No: 3342. Annex
Drawn by: HGG
Approved: GCO
Date: 7/17/2008
Revised: 9/14/2010
2 of 2

EXHIBIT C

L. PAUL GOEDECKE P.C.

CERTIFIED PUBLIC ACCOUNTANTS

950 WADSWORTH BLVD.
SUITE 204
LAKEWOOD, COLORADO 80214
TELEPHONE (303) 232 2866
FAX (303) 232-9452
lpgcpa@qwestoffice.net

September 10, 2015

Division of Local Government
State of Colorado
Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203

Park Meadows Business Improvement District 2016 Budget Message:

Enclosed for the Boards review is a Budget document for the year ended 12/31/2016. The following are the basic assumptions from which the 2016 budget has been prepared.

The District is authorized to provide a wide range of services including maintenance, security, snow removal, economic and urban development, supporting businesses, design assistance and marketing and promotion of business activities.

The budget has been prepared using the modified accrual basis of accounting. The District derives its revenue from Retail sales and use tax, interest earnings on available District funds as well as contributions from other entities. The District does not provide any water and sewer services.

The District's has outstanding revenue bonds in the amount of \$14,180,000.

The normal operating costs are accounted for in the General Fund that is funded by Retail Sales and Use tax, interest earnings and other contributions. The District has operating leases estimated at \$594,000 for the year 2016.

If you have any question concerning the preparation of the 2016 budget, please call.

Respectfully,

L. Paul Goedecke P.C.

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MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND COLORADO SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

Park Meadows Business Improvement District
 General Fund
 Budget Document
 Year ended December 31, 2016

9/10/2015

	Actual 2014	Annual Budget 2015	Estimate to yr end 2015	Annual Budget 2016
Revenue				
Beginning Funds Available	5,452,595	5,219,893	5,962,129	6,141,121
Retail Sales and Use Tax	5,205,351	5,150,000	5,300,000	5,407,500
Use tax construction	37,248	10,000	10,000	10,000
Payment from Lone tree (50%)	209,962	210,000	287,143	287,143
Miscellaneous	5,435	-	1,092	-
Reimbursed Expenditure	18,051	14,400	14,400	18,538
Interest Income	12,518	9,000	9,000	10,000
Total Funds Available	10,941,160	10,613,293	11,583,764	11,874,302
Expenditures				
Legal	6,246	12,000	12,000	25,000
Engineering	5,999	10,000	5,000	5,000
Accounting	12,000	12,000	12,000	12,000
Auditing	2,000	6,000	6,000	6,000
Budgeting and financial planning	11,400	10,000	10,000	11,000
Management fee	42,000	42,000	42,000	42,000
Insurance	5,803	5,500	5,500	5,500
On site Staffing	82,800	90,000	95,000	110,000
Off site Storage	30,000	30,000	30,000	30,000
Public areas and dues and supplies	6,425	5,000	5,000	5,000
Park Meadows District Pymt	209,962	209,962	287,143	287,143
Lease Expense	511,788	535,000	535,000	594,000
Operations and Maintenance	1,543,431	1,479,400	1,591,000	1,581,000
Capital Replacement and Repair	172,781	430,000	433,000	428,000
Capital Improvements				
Operations and Maintenance Proj WK	899,135	700,000	750,000	575,000
Emergency Reserve (3%)		150,000	150,000	150,000
Transfer to debt service	1,241,943	1,244,000	1,244,000	1,244,000
Marketing	164,674	200,000	190,000	261,000
Contingency/community relations	30,644	30,000	40,000	35,000
Total Expenditures	4,979,031	5,200,862	5,442,643	5,406,643
Net Fund Balance	5,962,129	5,412,431	6,141,121	6,467,659

Park Meadows Business Improvement District
 Debt Service Fund
 Budget Document
 Year ended December 31, 2016

	Actual 2014	Budget 2015	Estimate to yr end 2015	Budget 2016
Revenue				
Beginning Funds Balance	1,340,205	1,340,610	1,338,329	1,342,234
Transfer from General Fund	1,241,943	1,244,000	1,244,000	1,244,000
Interest income	2,776	3,000	3,000	3,000
Funds Available	<u>2,584,924</u>	<u>2,587,610</u>	<u>2,585,329</u>	<u>2,589,234</u>
Expenditures				
Interest on 2007 Bonds	773,095	749,595	749,595	725,095
Principal	470,000	490,000	490,000	515,000
Paying Agent Fees	3,500	3,500	3,500	3,500
Total Expenditures	<u>1,246,595</u>	<u>1,243,095</u>	<u>1,243,095</u>	<u>1,243,595</u>
Ending Fund Balance	<u>1,338,329</u>	<u>1,344,515</u>	<u>1,342,234</u>	<u>1,345,639</u>
Amount held in Reserve Fund		(1,243,095)	(1,243,095)	(1,243,095)
amount available for current debt service		<u>101,420</u>	<u>99,139</u>	<u>102,544</u>