

RESOLUTION NO. 2030

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY  
OF GOLDEN AND THE COLORADO SCHOOL OF MINES  
PERTAINING TO THE PLANNING AND CONSTRUCTION OF A  
PARKING STRUCTURE AND A POTENTIAL ROADWAY**

WHEREAS, the City of Golden and the Colorado School of Mines (CSM) are in the process of planning for the construction of two capital facilities in the immediate area of each other north of the intersection of West Campus Drive and Elm Street; and

WHEREAS, the City of Golden and CSM recognize that the planning, design, and construction of the two facilities necessitates coordination between the parties; and

WHEREAS, the City of Golden and CSM acknowledge that the location and final design of the two projects may include slight adjustments to the projects, and that the City may choose not to construct a portion or all of the roadway project.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. City Council approves the Intergovernmental Agreement with the Colorado School of Mines, substantially in the form attached hereto as Exhibit A. The Mayor is authorized to execute the Agreement on behalf of the City.

Adopted this 25<sup>th</sup> day of February, 2010.



ATTEST:

A handwritten signature in cursive script, reading "Susan M. Brooks", written over a horizontal line.

Susan M. Brooks, MMC  
City Clerk

A handwritten signature in cursive script, reading "Jacob Smith", written over a horizontal line.

Jacob Smith  
Mayor

Approved as to form:

A handwritten signature in cursive script, reading "David S. Williamson", written over a horizontal line.

David S. Williamson  
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 25th day of February, A.D., 2010.



ATTEST:

A handwritten signature in black ink, appearing to read "Susan M. Brooks", written over a horizontal line.

Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

## INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter the "Agreement") is entered into by and between the CITY OF GOLDEN, a home rule municipal corporation located in Colorado (hereinafter "Golden") and the STATE OF COLORADO, acting by and through the Board of Trustees for the Colorado School of Mines, for the use and benefit of the Colorado School of Mines, a public institution of higher education located at 1500 Illinois St., Golden, Colorado, 80401 (hereinafter "CSM"), on the last date written below.

### RECITALS

WHEREAS, CSM has dedicated to Golden a right of way for the purpose of allowing Golden to construct and maintain a roadway, extending 14<sup>th</sup> Street from Illinois Street to Maple Street, and connecting 14<sup>th</sup> Street to the intersection of West Campus Road and Elm Street (hereinafter "14<sup>th</sup> Street Extension"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, CSM is contemplating construction of a parking garage facility (hereinafter "Parking Facility") in the vicinity of the intersection of the proposed 14<sup>th</sup> Street Extension and West Campus Road within the next five (5) years; and

WHEREAS, the parties recognize CSM's construction of its Parking Facility will help it satisfy its commitment to develop and expand off-street campus parking facilities, as set forth in the Intergovernmental Agreement Regarding Traffic Control and Parking Control that the parties entered into on December 7, 1995; and

WHEREAS, due to the location of the proposed Parking Facility and expected traffic flow entering and exiting this Facility, the parties recognize that construction and use of the Parking Facility may impact access to and construction of the 14<sup>th</sup> Street Extension; and

WHEREAS, the parties wish to avoid conflicts and other impediments that may interfere with the construction of either CSM's Parking Facility or Golden's 14<sup>th</sup> Street Extension; and

NOW, THEREFORE, in consideration of the mutual promises and benefits expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. CSM will make reasonable efforts to obtain financing for and commence construction of its Parking Facility north of the intersection of Elm Street and West Campus Road within five (5) years of the date this Agreement is executed by the parties. Once construction is commenced, it is anticipated that construction will be substantially completed within two years.

2. If CSM requires an extension of time within which to obtain financing or commence construction of the Parking Facility, it will notify Golden in writing and request such an extension at least

three (3) months in advance of the expiration of the five-year period following the execution of this Agreement. The grant of such an extension shall not be unreasonably withheld by Golden.

3. During the five-year period following the execution of this Agreement, and any subsequent extension of time to which the parties agree, Golden shall refrain from commencing construction of its 14<sup>th</sup> Street Extension to allow CSM time to complete its Parking Facility and avoid conflicts that might be created by having the two construction projects in progress in close proximity to each other.

4. If the Parties agree that it is appropriate and necessary to consider an alternate route for the 14<sup>th</sup> Street Extension, the Parties agree to enter into a good faith negotiation regarding the site of the alternate roadway and the terms for conveyance of the right of way needed for same. The transfer of any CSM real property to Golden, whether by dedication, sale, quit claim deed or other manner of conveyance, is subject to and conditioned upon the express approval of the CSM Board of Trustees.

5. If the City determines not to build the 14<sup>th</sup> Street Extension and/or CSM proposes an alternative development plan for the 14<sup>th</sup> Street Extension, then CSM may petition the City for a vacation of the 14<sup>th</sup> Street Extension, which petition shall be processed by the City in a timely manner and consistent with governing law.

6. Nothing in this Agreement shall be construed to obligate CSM to assume any financial responsibility for the construction of Golden's 14<sup>th</sup> Street Extension. Nothing in this Agreement shall be construed to obligate Golden to construct the 14<sup>th</sup> Street Extension.

7. In the event CSM decides not to construct its Parking Facility at a location that will impact access to or construction of the 14<sup>th</sup> Street Extension, it will notify Golden in writing so that Golden can proceed with development of its plans for construction of the 14<sup>th</sup> Street Extension.

8. Golden will provide CSM reasonable advance written notice of its intent to commence construction of the 14<sup>th</sup> Street Extension to allow CSM sufficient time to relocate landscaping, equipment, structures, parking lots, and other facilities in the path of the planned roadway. Upon receipt of Golden's notice, CSM will provide Golden a timetable for completing the relocation of these items.

9. Any notices required by this Agreement shall be sent to the following addresses, or such other addresses as the parties may indicate in writing by postage prepaid, certified or registered mail:

City of Golden:  
C/o \_\_\_\_\_  
911 Tenth Street  
Golden, CO 80401

Colorado School of Mines:  
C/o Senior Vice President for Finance & Administration  
1500 Illinois Street  
Golden, CO 80401

10. This agreement shall not be construed as a waiver by either party of any police powers to which they are entitled to under law, said powers being fully reserved to the respective parties.

11. This Agreement states the entire understanding of the parties with respect to its

subject matter and supersedes all prior agreement and understandings between the parties with respect to its subject matter.

12. This Agreement may be amended only by a written instrument duly executed by the parties.

13. This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the dates set forth below:

**CITY OF GOLDEN**

**STATE OF COLORADO,**

Bill Ritter, Governor  
Acting by and through the  
Trustees of the  
Colorado School of Mines for  
the use and benefit of the  
Colorado School of Mines

By: \_\_\_\_\_  
Jacob Smith  
Mayor  
City of Golden

By: \_\_\_\_\_  
Myles W. Scoggins  
President  
Colorado School of Mines

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**RECITALS**

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WHEREAS, due to the location of the proposed Parking Facility and expected traffic flow entering and exiting this Facility, the parties recognize that construction and use of the Parking Facility may impact access to and construction of the 14<sup>th</sup> Street Extension; and

WHEREAS, the parties wish to avoid conflicts and other impediments that may interfere with the construction of either CSM's Parking Facility or Golden's 14<sup>th</sup> Street Extension; and

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subsequent extension of time to which the parties agree, Golden shall refrain from commencing construction of its 14<sup>th</sup> Street Extension to allow CSM time to complete its Parking Facility and avoid conflicts that might be created by having the two construction projects in progress in close proximity to each other.

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Golden, CO 80401

Colorado School of Mines:  
C/o Senior Vice President for Finance & Administration  
1500 Illinois Street  
Golden, CO 80401

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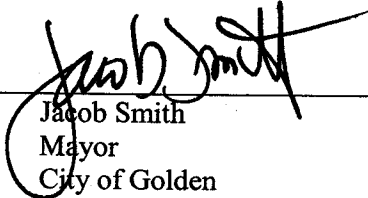
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**CITY OF GOLDEN**

**STATE OF COLORADO,**  
Bill Ritter, Governor  
Acting by and through the  
Trustees of the  
Colorado School of Mines for  
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Colorado School of Mines

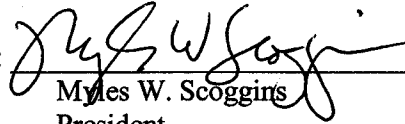
By: \_\_\_\_\_

  
Jacob Smith  
Mayor  
City of Golden

Date: \_\_\_\_\_

2/25/2010

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

  
Myles W. Scoggins  
President  
Colorado School of Mines

Date: \_\_\_\_\_

2/23/2010