

RESOLUTION NO. 1754

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE TERMS OF THE CITY'S CONVEYANCE OF
PROPERTY FOR THE EXPANSION OF THE JEFFERSON
COUNTY LIBRARY IN GOLDEN, COLORADO**

WHEREAS, at a special municipal election held on November 7, 2000, the electorate of the City of Golden authorized the conveyance of real property owned by the City located immediately adjacent to and west of the existing Jefferson County Library on 10th Street in Golden, Colorado for the purpose of expanding the existing Jefferson County Library; and

WHEREAS, pursuant to a separate ballot issue at the November 7, 2000 election, a sales tax bond was authorized and, pursuant to said bond ballot question, the City has completed construction of a family outdoor swimming pool and aquatic park, which outdoor swimming pool and aquatic park is available for use by the public; and


WHEREAS, in preparation of such conveyance for the expansion of the Jefferson County Library, the City has caused the demolition and removal of a swimming pool previously located upon such property; and

WHEREAS, the City and Jefferson County wish to agree upon the terms and conditions for the conveyance of the City's property to be used for expansion of the Jefferson County Public Library.

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


The "Intergovernmental Agreement" between the City of Golden and Jefferson County Public Library pertaining to conveyance of property for the expansion of the Jefferson County Public Library in Golden, Colorado, in the form substantially as attached hereto as Exhibit A is approved. The Mayor is authorized to execute such agreement on behalf of the City and to execute all documents of conveyance and other documents as are necessary to effectuate the conveyance.

Adopted this 22nd day of February 2007.



Charles J. Baroch
Mayor

ATTEST:

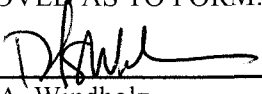


Susan M. Brooks, MMC
City Clerk

Resolution No. 1754

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APPROVED AS TO FORM:



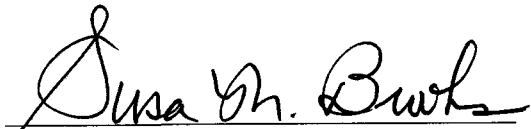
James A. Windholz
City Attorney

for

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 rescheduled regular meeting thereof held on the 22nd day of February, A.D., 2007.

(SEAL)

ATTEST:



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

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, dated this ___ day of _____, 2007, is made and entered into by and between the **JEFFERSON COUNTY PUBLIC LIBRARY** (the "Library"), and the **CITY OF GOLDEN, STATE OF COLORADO** (the "City").

WHEREAS, pursuant to a special municipal election held in the City of Golden on November 7, 2000, the electors of the City of Golden authorized conveyance of City owned property on 10th Street west of, and adjacent to the existing Jefferson County Library for the purpose of expanding the existing public library; and

WHEREAS, the City and Library wish to agree upon the terms and conditions upon which said conveyance shall occur.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, it is agreed by and between the parties as follows:

1. **PROPERTY**. Subject to the terms and provisions of this Agreement, the City shall convey to the Library the following:

The real property identified in Exhibit A attached hereto and all water rights, associated water taps, easements, rights of way, and appurtenances thereto (the "Land"), together with a non-exclusive permanent access easement over and across that portion of the vacated Illinois Street right-of-way lying south of 10th Street and north of Clear Creek, City of Golden, County of Jefferson, State of Colorado (the "Easement").

The Land and Easement are referred to as the "Property."

2. **PURCHASE PRICE**. The purchase price to be paid to the City by the Library for the Property is Forty-five thousand dollars (\$45,000.00) plus an annual increase equal to 3.5%, compounded annually, if closing does not occur within 12 months of the date of this agreement.

3. **APPROPRIATION OF FUNDS**. The closing and delivery of the deed(s) to the Property is contingent upon the Library appropriating the funds necessary to construct the expansion of the public library on the Property. The Library will send written notice to the City once such funds are appropriated and closing shall occur within 30 days of such notice. The City, in its discretion, may extend the closing date up to 180 days to accommodate then existing commitments regarding the use of the Property. If such appropriation has not occurred on or before 5 years from the date of this Agreement, then this Agreement shall automatically terminate, except that the term of this agreement shall be extended for one addition five year period if the Library has, at the end of the initial five years, adopted a Capital Improvement Plan calling for the expansion of the Library on the Property.

4. CONVEYANCE/REVERTER. At closing, the City shall execute and deliver to the Library a quit claim deed conveying the Property. Such deed shall include a reverter provision wherein title will revert to the City in the event that either (1) construction of the library expansion is not complete within two years of closing; or (2) the property is used for any purpose other than by a public entity for public library purposes.

5. AMENDMENTS TO AGREEMENT. This written Agreement constitutes the entire Agreement of the parties. No representations, promises, terms, conditions or obligations regarding the subject matter of this Agreement, other than those expressly set forth herein, shall be of any force and effect. No modification, change or alteration of this Agreement shall be of any force or effect, unless in writing, signed by both parties.

6. NOTICES. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, and regardless whether actually received or not, three days after deposit in the United States Mail, first class, postage prepaid, registered or certified addressed as follows:

Library: Bill Knott, Public Librarian
Jefferson County Public Library
10200 W. 20th Avenue
Lakewood, CO 80215

And to: County Attorney's Office
100 Jefferson County Parkway
Golden, CO 80419-5500

City: City of Golden
Attn: City Manager
911 10th Street
Golden, CO 80401

And to: Windholz & Associates
1650 38th Street, Suite 103 W
Boulder, CO 80301

Either party may change its address by notice as aforesaid.

7. VENUE AND GOVERNING LAW. Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Jefferson, State of Colorado, and this transaction shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement.

CITY OF GOLDEN

By _____

Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing INTERGOVERNMENTAL AGREEMENT was acknowledged before me this
_____ day of _____, 2007 by _____ as _____ of the City of Golden.

WITNESS my hand and official seal.
My Commission expires: _____

Notary Public

JEFFERSON COUNTY PUBLIC LIBRARY

By _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing INTERGOVERNMENTAL AGREEMENT was acknowledged before me this
_____ day of _____, by _____ as _____ of the Jefferson
County Public Library.

WITNESS my hand and official seal.
My Commission expires: _____

Notary Public

APPROVED AS TO FORM:

Jean L. Ayars
Assistant County Attorney

Exhibit A

LEGAL DESCRIPTION

A PORTION OF LOT 2 OF MINOR REPLAT OF A PORTION OF BLOCK 31 AND BLOCK D1/2, GOLDEN CITY, COLORADO TERRITORY, ACCORDING TO THE PLAT RECORDED AT RECEPTION NO. F0079916, IN THE JEFFERSON COUNTY RECORDS, LOCATED IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GOLDEN, JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2, AND CONSIDERING THE NORTHWEST LINE OF SAID LOT 2 TO BEAR SOUTH 54°29'00" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 2, SOUTH 35°07'02" EAST, 2.01 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, THE FOLLOWING COURSES: SOUTH 35°07'02" EAST, 103.20 FEET; THENCE SOUTH 54°22'50" WEST, 12.74 FEET; THENCE SOUTH 35°07'02" EAST, 134.18 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE, SOUTH 35°07'02" EAST, 1.50 FEET; THENCE SOUTH 53°00'31" WEST, 136.37 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 35°11'20" WEST, 243.44 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 54°52'43" EAST, 149.35 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION, CONTAINING 34,232 SQUARE FEET (0.79 ACRES), MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY MICHAEL C. CREGGER, FOR AND ON BEHALF OF TST INC. OF DENVER, CONSULTING ENGINEERS ON APRIL 22, 2004.

MICHAEL C. CREGGER
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, dated this 29th day of March, 2007, is made and entered into by and between the **JEFFERSON COUNTY PUBLIC LIBRARY** (the "Library"), and the **CITY OF GOLDEN, STATE OF COLORADO** (the "City").

WHEREAS, pursuant to a special municipal election held in the City of Golden on November 7, 2000, the electors of the City of Golden authorized conveyance of City owned property on 10th Street west of, and adjacent to the existing Jefferson County Library for the purpose of expanding the existing public library; and

WHEREAS, the City and Library wish to agree upon the terms and conditions upon which said conveyance shall occur.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, it is agreed by and between the parties as follows:

1. PROPERTY. Subject to the terms and provisions of this Agreement, the City shall convey to the Library the following:

The real property identified in Exhibit A attached hereto and all water rights, associated water taps, easements, rights of way, and appurtenances thereto (the "Land"), together with a non-exclusive permanent access easement over and across that portion of the vacated Illinois Street right-of-way lying south of 10th Street and north of Clear Creek, City of Golden, County of Jefferson, State of Colorado (the "Easement").

The Land and Easement are referred to as the "Property."

2. PURCHASE PRICE. The purchase price to be paid to the City by the Library for the Property is Forty-five thousand dollars (\$45,000.00) plus an annual increase equal to 3.5%, compounded annually, if closing does not occur within 12 months of the date of this agreement.

3. APPROPRIATION OF FUNDS. The closing and delivery of the deed(s) to the Property is contingent upon the Library appropriating the funds necessary to construct the expansion of the public library on the Property. The Library will send written notice to the City once such funds are appropriated and closing shall occur within 30 days of such notice. The City, in its discretion, may extend the closing date up to 180 days to accommodate then existing commitments regarding the use of the Property. If such appropriation has not occurred on or before 5 years from the date of this Agreement, then this Agreement shall automatically terminate, except that the term of this agreement shall be extended for one addition five year

period if the Library has, at the end of the initial five years, adopted a Capital Improvement Plan calling for the expansion of the Library on the Property.

4. **CONVEYANCE/REVERTER.** At closing, the City shall execute and deliver to the Library a quit claim deed conveying the Property. Such deed shall include a reverter provision wherein title will revert to the City in the event that either (1) construction of the library expansion is not complete within two years of closing; or (2) the property is used for any purpose other than by a public entity for public library purposes.

5. **AMENDMENTS TO AGREEMENT.** This written Agreement constitutes the entire Agreement of the parties. No representations, promises, terms, conditions or obligations regarding the subject matter of this Agreement, other than those expressly set forth herein, shall be of any force and effect. No modification, change or alteration of this Agreement shall be of any force or effect, unless in writing, signed by both parties.

6. **NOTICES.** All notices and other communications required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, and regardless whether actually received or not, three days after deposit in the United States Mail, first class, postage prepaid, registered or certified addressed as follows:

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Jefferson County Public Library
10200 W. 20th Avenue
Lakewood, CO 80215

And to: County Attorney's Office
100 Jefferson County Parkway
Golden, CO 80419-5500

City: City of Golden
Attn: City Manager
911 10th Street
Golden, CO 80401

And to: Windholz & Associates
1650 38th Street, Suite 103 W
Boulder, CO 80301

Either party may change its address by notice as aforesaid.

7. **VENUE AND GOVERNING LAW.** Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Jefferson, State of Colorado, and this transaction shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement.

CITY OF GOLDEN

By C. J. Baroch
Name: Charles J. Baroch
Title: Mayor

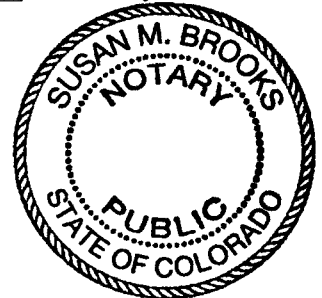
STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing INTERGOVERNMENTAL AGREEMENT was acknowledged before me this 19th day of April, 2007 by Charles J. Baroch as Mayor of the City of Golden.

WITNESS my hand and official seal.

My Commission expires:

10/6/09
Susan M. Brooks
Notary Public



My Commission Expires 10/06/09

JEFFERSON COUNTY PUBLIC LIBRARY

By Keith R. Grebe
Name: Keith R. Grebe
Title: Chairman, Library Board of Trustees

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

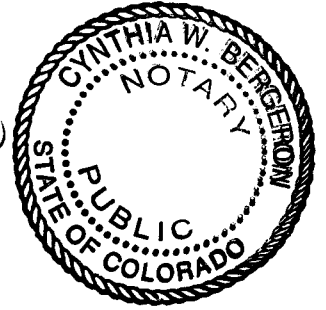
The foregoing INTERGOVERNMENTAL AGREEMENT was acknowledged before me this 2nd day of April 2007, by Keith R. Grebe as Board Chair of the Jefferson County Public Library.

WITNESS my hand and official seal.

My Commission expires:

2/26/2010

Cynthia W. Bergeron
Notary Public



Approved as to form by Jean L. Ayars, Assistant County Attorney

EXHIBIT A

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