

RESOLUTION NO. 1986

**A RESOLUTION OF THE GOLDEN CITY COUNCIL RATIFYING  
A SETTLEMENT OF LITIGATION PERTAINING TO THE  
GOLDEN PIONEER MUSEUM**

WHEREAS, the City is engaged in litigation pertaining to the transition of management of the City's "Golden Pioneer Museum"; and

WHEREAS, on July 24, 2009, the City Manager and the City Attorney, with the assistance of a mediator, negotiated a "Settlement Memorandum" that would settle all outstanding issues arising from said litigation; and

WHEREAS, the "Settlement Memorandum" falls within the parameters and direction as previously provided by Council to the City Manager and City Attorney; and


WHEREAS, City Council wishes to ratify the settlement of the litigation according to the terms of the "Settlement Memorandum."

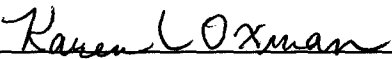
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The terms of the "Settlement Memorandum" (attached hereto as Exhibit A) is approved and ratified by City Council. The City Manager and the City Attorney are authorized to proceed to dispose of the litigation in accordance with the terms of the "Settlement Memorandum."


Adopted this 13<sup>th</sup> day of August, 2009.



  
\_\_\_\_\_  
Susan M. Brooks, MMC  
City Clerk

  
\_\_\_\_\_  
Karen L. Oxman  
Mayor Pro Tem

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David S. Williamson  
City Attorney

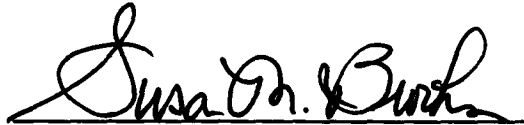
Resolution No. 1986

Page 2

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 13th day of August, A.D., 2009.



ATTEST:

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

### Settlement Memorandum

The parties to this Settlement Memorandum, City of Golden ("Plaintiff") and Barbara Mills ("Mills") and Golden Pioneer Museum ("GPM") and Mount Lookout Chapter of the National Society of the Daughters of the American Revolution ("MLDAR"), in mediation with Steven Clymer of ACCORD Dispute Resolution Services, Inc. this 24<sup>th</sup> day of July, 2009, have agreed to settle their disputes as described in Jefferson County District Court Case No. 08 CV 4829, upon the following terms:

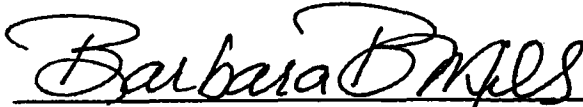
1. Except as otherwise provided herein, all parties agree to dismiss all claims, counterclaims, and cross-claims which were brought or could have been brought in the above action. The Court's Order of June 9, 2009 shall remain in full force and effect as a final order of the Court. The Court's Preliminary Injunction Order of March 13, 2009 shall be made permanent and considered a final order. The parties waive their right to appeal such Orders. The Motion to Amend Order filed by MLDAR on June 24, 2009 has not yet been resolved and this agreement does not affect a resolution of those outstanding issues between the City and MLDAR.
2. The previously entered contempt citation shall be resolved without the payment of any money between the parties.
3. The City of Golden waives any and all costs or fees incurred in the artifact trial against MLDAR and both parties waive their right to appeal the Court's Order of June 9, 2009.
4. The parties agree to mutual non-disparagement of all other parties. This is binding upon Mills and the Board Members of GPM and MLDAR and upon Mike Bestor and the members of Golden City Council.
5. Upon receipt of letters requesting a return of artifacts in compliance with the Court's June 9, 2009 Order, the City of Golden shall return the artifacts to the owners so requesting them, on or before August 28, 2009, unless the City cannot locate such items after a good faith search for them. In that case, the city will correspond with the owners of such artifacts on or before August 28, 2009 to inform the owners that the items are being sought and the City will work with Mills to locate such items. The City will agree to return to MLDAR the undisputed items from Exhibit M, as reflected in paragraph 5.b. in MLDAR's Motion to Amend Order filed June 24, 2009 and all books labeled "LMTL" by August 28, 2009.
6. The City of Golden shall remove all its items (artifacts, records, and furniture) from the Denver West offsite storage facility on or before August 28, 2009, and to inform the landlord of that facility that the City has vacated the premises and the dispute is concluded.
7. Mills, GPM, and MLDAR hereby certify that they do not have the missing photographs and negatives at issue in this case; that after due inquiry, they have no knowledge of their whereabouts; and that if they become aware of their whereabouts they will promptly notify the City and cooperate in securing the return of these items.

8. Mills represents that she has full authority to bind the parties for whom she signs. The City Manager, Mike Bestor, represents that he has full authority to bind the City of Golden.
9. This Settlement Memorandum constitutes a final, binding agreement between the parties, with each party to bear her or its own costs and attorneys fees.

City of Golden

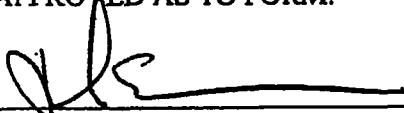


By: Mike Bestor, City Manager

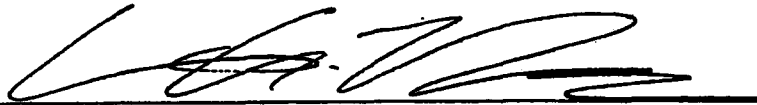


Barbara Mills, for herself individually, and for GPM and MLDAR

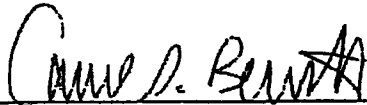
APPROVED AS TO FORM:



David Williamson, attorney for the City of Golden



William Rogers, attorney for Mills and GPM



Carrie Bernstein, attorney for MLDAR via fax signature 720-293-4712

### Settlement Memorandum

The parties to this Settlement Memorandum, City of Golden ("Plaintiff") and Barbara Mills ("Mills") and Golden Pioneer Museum ("GPM") and Mount Lookout Chapter of the National Society of the Daughters of the American Revolution ("MLDAR"), in mediation with Steven Clymer of ACCORD Dispute Resolution Services, Inc. this 24<sup>th</sup> day of July, 2009, have agreed to settle their disputes as described in Jefferson County District Court Case No. 08 CV 4829, upon the following terms:

1. Except as otherwise provided herein, all parties agree to dismiss all claims, counterclaims, and cross-claims which were brought or could have been brought in the above action. The Court's Order of June 9, 2009 shall remain in full force and effect as a final order of the Court. The Court's Preliminary Injunction Order of March 13, 2009 shall be made permanent and considered a final order. The parties waive their right to appeal such Orders. The Motion to Amend Order filed by MLDAR on June 24, 2009 has not yet been resolved and this agreement does not affect a resolution of those outstanding issues between the City and MLDAR.
2. The previously entered contempt citation shall be resolved without the payment of any money between the parties.
3. The City of Golden waives any and all costs or fees incurred in the artifact trial against MLDAR and both parties waive their right to appeal the Court's Order of June 9, 2009.
4. The parties agree to mutual non-disparagement of all other parties. This is binding upon Mills and the Board Members of GPM and MLDAR and upon Mike Bestor and the members of Golden City Council.
5. Upon receipt of letters requesting a return of artifacts in compliance with the Court's June 9, 2009 Order, the City of Golden shall return the artifacts to the owners so requesting them, on or before August 28, 2009, unless the City cannot locate such items after a good faith search for them. In that case, the city will correspond with the owners of such artifacts on or before August 28, 2009 to inform the owners that the items are being sought and the City will work with Mills to locate such items. The City will agree to return to MLDAR the undisputed items from Exhibit M, as reflected in paragraph 5.b. in MLDAR's Motion to Amend Order filed June 24, 2009 and all books labeled "LMTL" by August 28, 2009.
6. The City of Golden shall remove all its items (artifacts, records, and furniture) from the Denver West offsite storage facility on or before August 28, 2009, and to inform the landlord of that facility that the City has vacated the premises and the dispute is concluded.
7. Mills, GPM, and MLDAR hereby certify that they do not have the missing photographs and negatives at issue in this case; that after due inquiry, they have no knowledge of their whereabouts; and that if they become aware of their whereabouts they will promptly notify the City and cooperate in securing the return of these items.

8. Mills represents that she has full authority to bind the parties for whom she signs. The City Manager, Mike Bestor, represents that he has full authority to bind the City of Golden.
9. This Settlement Memorandum constitutes a final, binding agreement between the parties, with each party to bear her or its own costs and attorneys fees.

City of Golden

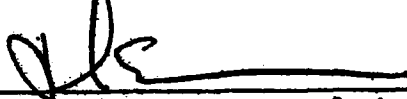


By, Mike Bestor, City Manager

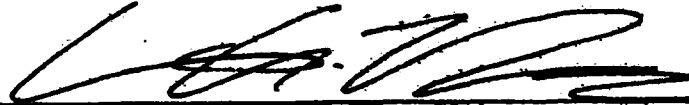


Barbara Mills, for herself individually, and for GPM and MLDAR

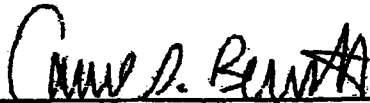
APPROVED AS TO FORM:



David Williamson, attorney for the City of Golden



William Rogers, attorney for Mills and GPM



Carrie Bernstein, attorney for MLDAR via fax signature 720-293-4712