

RESOLUTION NO. 1881

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO APPROVING A LICENSE AGREEMENT WITH THE ROONEY ROAD RECYCLING CENTER AUTHORITY FOR SLASH OPERATIONS ON PROPERTY ADJACENT TO THE RECYCLING CENTER

WHEREAS, by Resolution No. 1658, City Council authorized an agreement and lease with Jefferson County pertaining to property generally located west of Rooney Road and north of I-70 for purposes including the operation and maintenance of a sports complex, open space and a potential dog park (“Property”); and

WHEREAS, by contract dated April 18, 2006, Jefferson County and the City of Golden entered into an agreement to lease the Property to the City; and

WHEREAS, on August 1, 2007, the City and Jefferson County entered into the First Amendment to the Agreement and Lease pertaining to the Property; and

WHEREAS, the Property surrounds but does not include property upon which a recycling center is operated by the Rooney Road Recycling Center Authority (“the Authority”); and

WHEREAS, the Authority has requested it be permitted to use, on a temporary basis, a portion of the Property for temporary “slash” storage in conjunction with its recycling program; and

WHEREAS, Jefferson County has requested that the City entertain allowing such a use by the Authority; and

WHEREAS, by Resolution No. 1880, City Council authorized a Second Amendment to the agreement and lease with Jefferson County pertaining to the Property, so as to allow the City to enter into an agreement with the Authority for temporary use of a portion of the property for “slash” storage; and

WHEREAS, City Council wishes to enter into a license agreement to allow temporary slash operations on City leased property adjacent to the Recycling Center.

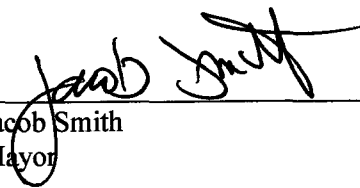
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The License Agreement between the City and Rooney Road Recycling Center Authority, in the form substantially as attached hereto as Exhibit A, is approved, subject to the following conditions:


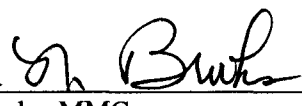
- (1) Amendment of the lease between the City and Jefferson County to allow the licensee’s use; and
- (2) Approval by Jefferson County of the terms and conditions of the license.

The Mayor is authorized to execute the License Agreement on behalf of the City upon satisfaction of the above conditions.

Adopted this 10th day of July, 2008.

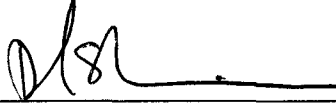


Jacob Smith
Mayor

Susan M. Brooks, MMC
City Clerk


APPROVED AS TO FORM:



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 10th day of July, A.D., 2008.



ATTEST: 

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

Exhibit A

LICENSE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2008 by and between the CITY OF GOLDEN, COLORADO, a municipal corporation organized under the laws of the State of Colorado, (the "City"), with offices at 911 - 10th Street, Golden, CO, 80401 and the ROONEY ROAD RECYCLING CENTER AUTHORITY, an entity created pursuant to Section 29-1-203, C.R.S., by intergovernmental agreement by and between Jefferson County, Colorado, and the cities of Lakewood, Arvada, Golden, Wheatridge and Lakeside, and the Towns of Morrison and Mountain View ("Licensee").

A. The Licensee operates a recycling facility on land owned by Jefferson County, the recycling facility located generally west of Rooney Road and north of Interstate 70 (the "Recycling Facility"); and

B. Pursuant to a long-term lease with Jefferson County, the City is in possession of the property that completely surrounds the Recycling Facility ("City Property"); and

C. Licensee wishes to use a portion of the City Property for temporary "slash operations" (as described herein) in conjunction with its Recycling Facility. The portion of the City Property that Licensee wishes to use is more particularly described in Exhibit A attached hereto and generally referenced herein as "Slash Operations Parcel."

D. The parties hereto wish to agree as to the nature, terms and conditions under which the Licensee may use the "Slash Operations Parcel."

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND THE LICENSEE AGREE AS FOLLOWS:

1. License. The City grants to the Licensee a non-exclusive revocable license to locate, use and maintain within the "Slash Operations Parcel" a temporary slash operation. For the purposes of this Agreement, a "slash operation" shall consist of the collection and temporary storage of tree limbs and similar organic material, which is ground up into mulch, and then removed from the site.

2. Improvements. Improvements to the "Slash Operations Parcel" shall not be permitted unless approved by the City in advance. The design, construction and maintenance of such improvements, if authorized, shall be the sole responsibility of the Licensee.

3. Maintenance. Licensee shall, at its expense, maintain the Slash Operations Parcel and any authorized improvements in good condition, including the landscape and roads within the area.

4. General Obligations with Respect to Operations and Maintenance Work.

a. All work and operations performed by the Licensee pursuant to this Agreement shall be done:

- 1) In a good workmanlike manner, and
- 2) In a timely and expeditious manner, and
- 3) In a manner which minimizes inconveniences to the public and individuals, and
- 4) In accordance with all applicable codes, rules and regulations of the City.

b. All “slash operations” shall be conducted in a manner so as to reasonably minimize the risk of fire. In the event of a fire that is related to the “slash operations” or the adjacent Recycling Facility, Licensee shall reimburse the City its reasonable expenses incurred in suppressing the fire.

c. All slash, mulch and other materials located at the “Slash Operation Parcel” shall be stored in a manner to minimize removal of such materials from the site by reason of the wind. In the event that such materials leave the “Slash Operations Parcel” by reason of the wind, Licensee shall timely remove such materials from adjacent properties.

d. Licensee shall timely remove (i.e., within ___ hours) any slash materials (including mulch) that are deposited on Rooney Road and the public road that is used to access the “Slash Operations Parcel” from Rooney Road (the “Access Road”).

e. The Licensee shall reimburse to the City any cost incurred by the City to repair damage to Rooney Road and the Access Road caused by reason of the slash operation, including, without limitation pro-rata damage to asphalt caused by the use of such roads by trucks accessing the Slash Operation Parcel.

f. Inspection -- All operations carried out by the Licensee within the Slash Operations Parcel shall be subject to inspection by the City. Licensee shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.

5. Liability Insurance. During the term of this License Agreement, Licensee shall maintain in full force and effect general liability insurance with coverage limits that exceed \$600,000 per incident and \$150,000 per individual.

6. Consideration. As consideration for the initial term of the License granted herein, Licensee shall pay the City \$ _____, within 60 days of the date of this agreement. In the event

that the term is extended as provided herein, Licensee shall pay the sum of \$ _____ for the extended term, payable within 60 days of the first day of the extended term. All consideration received by the City will be used for parks and open space purposes, which may include, by way of example only, maintenance of roads accessing the Rooney Field Sports Complex.

7. Compliance with laws. This Agreement relates only to permission to use city property under the terms and conditions set forth. The execution of this license agreement shall not relieve the Licensee from complying with provision of the GOLDEN Municipal Code, including compliance with zoning ordinances and subdivision regulations. Nor shall this Agreement be construed as approval by the City to construct the improvements contemplated by the Licensee to the extent that City approvals or permits are otherwise required by the GOLDEN Municipal Code or statute.

8. Police Power Reserved. The rights granted herein shall not limit or otherwise restrict the right of the City to exercise its police powers.

9. Termination. The initial term of this Agreement shall be for 12 months commencing on July 1, 2008. The term shall automatically renew for one subsequent 12 month term, unless either party provides written notice to the other of its intention not to renew the term at least 30 days prior to the expiration of the initial term. There shall be no additional terms unless specifically agreed by the parties in writing. Upon termination, the Licensee shall remove at its expense all personal property, improvements, slash and slash residual located on the Slash Operations Parcel. All property and improvements affected by such a removal shall be restored by the Licensee to substantially its former condition.

10. Assignment. The Licensee may assign any or all of its rights, duties and responsibilities set forth in this Agreement only with the written approval of the City.

CITY OF GOLDEN

THE LICENSEE

Jacob Smith
Mayor

By: _____
Capacity: _____

ATTEST:

Susan M. Brooks, MMC
City Clerk

**TERMS AND CONDITIONS APPROVED BY
THE COUNTY OF JEFFERSON, COLORADO**

By: _____
Capacity: _____

Date: _____

Exhibit A- Slash Operations Parcel



LICENSE AGREEMENT

THIS AGREEMENT is entered into this 27th day of August, 2008 by and between the CITY OF GOLDEN, COLORADO, a municipal corporation organized under the laws of the State of Colorado, (the "City"), with offices at 911 - 10th Street, Golden, CO, 80401 and the ROONEY ROAD RECYCLING CENTER AUTHORITY, an entity created pursuant to Section 29-1-203, C.R.S., by intergovernmental agreement by and between Jefferson County, Colorado, and the cities of Lakewood, Arvada, Golden, Wheat Ridge and Lakeside, and the towns of Morrison and Mountain View (the "Licensee").

A. The Licensee operates a recycling facility on land owned by Jefferson County, the recycling facility located generally west of Rooney Road and north of Interstate 70 (the "Recycling Facility"); and

B. Pursuant to a long-term lease with Jefferson County, the City is in possession of the property that completely surrounds the Recycling Facility ("City Property"); and

C. The Licensee wishes to use a portion of the City Property for temporary "slash operations" (as described herein) in conjunction with its Recycling Facility. The portion of the City Property that Licensee wishes to use is more particularly described in Exhibit A attached hereto and generally referenced herein as "Slash Operations Parcel;" and

D. The signatories hereto wish to agree as to the nature, terms and conditions under which the Licensee may use the Slash Operations Parcel.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND THE LICENSEE AGREE AS FOLLOWS:

1. License. The City grants to the Licensee a non-exclusive revocable license to locate, use and maintain within the Slash Operations Parcel a temporary slash operation. For the purposes of this Agreement, a "slash operation" shall consist of the collection and temporary storage of tree limbs and similar organic material, which is ground up into mulch, and then removed from the site. No composting shall take place at the site.

2. Improvements. Improvements to the Slash Operations Parcel shall not be permitted unless approved by the City in advance. The design, construction and maintenance of such improvements, if authorized, shall be the sole responsibility of the Licensee.

3. Maintenance. The Licensee shall, at its expense, maintain the Slash Operations Parcel and any authorized improvements in good condition, including the landscape and roads within the area.

4. General Obligations with Respect to Operations and Maintenance Work.

a. All work and operations performed by the Licensee pursuant to this Agreement shall be done:

- 1) In a good workmanlike manner, and
- 2) In a timely and expeditious manner, and

- 3) In a manner which minimizes inconveniences to the public and individuals, and
- 4) In accordance with all applicable codes, rules and regulations of the City.

b. All slash operations shall be conducted in a manner so as to reasonably minimize the risk of fire. In the event of a fire that is related to the slash operations or the adjacent Recycling Facility, the Licensee shall reimburse the City its reasonable expenses incurred in suppressing the fire.

c. All slash, mulch and other materials located at the Slash Operation Parcel shall be stored in a manner to minimize removal of such materials from the site by reason of the wind. In the event that such materials leave the Slash Operations Parcel by reason of the wind, Licensee shall timely remove such materials from adjacent properties.

d. The Licensee shall timely remove (i.e., within 24 hours) any slash materials (including mulch) that are deposited on Rooney Road and the public road that is used to access the Slash Operations Parcel from Rooney Road (the "Access Road").

e. The Licensee shall reimburse to the City or Jefferson County (if it assumes any road maintenance obligation) any cost incurred by the City or Jefferson County to repair damage to Rooney Road and the Access Road caused by reason of the slash operation, including, without limitation, pro-rata damage to asphalt caused by the use of such roads by trucks accessing the Slash Operation Parcel.

f. All operations carried out by the Licensee within the Slash Operations Parcel shall be subject to inspection by the City. Licensee shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.

5. Liability Insurance. During the term of this License Agreement, Licensee, or its contractor for the slash operations, shall maintain in full force and effect general liability insurance with coverage limits that exceed \$600,000 per incident and \$150,000 per individual. The City and Jefferson County shall each be named as an additional insured with respect to this insurance requirement.

6. Consideration. As consideration for the initial term of the License granted herein, Licensee shall pay the City \$1,800.00, within 60 days of the date of this Agreement. If the term is extended as provided herein, the Licensee shall pay the sum of \$1,800.00 for the extended term, payable within 60 days of the first day of the extended term. All consideration received by the City will be used for parks and open space purposes, which may include, by way of example only, maintenance of roads accessing the Rooney Field Sports Complex.

7. Compliance with laws. This Agreement relates only to permission to use City property under the terms and conditions set forth. The execution of this Agreement shall not relieve the Licensee from complying with provision of the GOLDEN Municipal Code, including compliance with zoning ordinances and subdivision regulations. Nor shall this Agreement be construed as approval by the City to construct the improvements contemplated by the Licensee to the extent that City approvals or permits are otherwise required by the GOLDEN Municipal Code or statute.

8. Police Power Reserved. The rights granted herein shall not limit or otherwise restrict the right of the City to exercise its police powers.

9. Termination. The initial term of this Agreement shall be for 12 months commencing on the date of the City's execution of the Agreement, which is August 27, 2008. The term shall automatically renew for one subsequent 12 month term, unless either party provides written notice to the other of its intention not to renew the term at least 30 days prior to the expiration of the initial term. There shall be no additional terms to this Agreement. Upon termination, the Licensee shall remove at its expense all of its personal property, improvements, slash and slash residual located on the Slash Operations Parcel. All property and improvements affected by such a removal shall be restored by the Licensee to substantially their former condition, to the satisfaction of the City and Jefferson County. Notwithstanding the foregoing, the City or Jefferson County may terminate this Agreement at any time upon 30 days written notice if in either of its sole determination the slash operations are causing an unacceptable degradation to the Slash Operation Parcel. Any such termination by the City or the County shall not relieve the Licensee of any obligation herein, including, without limitation, the obligation to restore all property and improvements to substantially their former condition.

10. Assignment. The Licensee may not assign any of its rights, duties and responsibilities set forth in this Agreement except that it may contract with an entity to perform the slash operations.

11. Amendment. This Agreement may not be amended without the prior written approval or consent of the City, the Licensee, and Jefferson County.

12. Indemnification. By executing this Agreement the City and Jefferson County are not assuming any liability for any acts or omissions of the Licensee or its contractors and, to the extent allowed by law, the Licensee hereby agrees to defend, indemnify and hold harmless the City and Jefferson County, and their officers, agents and employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the slash operations, except to the extent caused by the negligence of the City or Jefferson County.

13. Enforcement. Enforcement of the terms of this Agreement will be at the discretion of the signatories and any forbearance by a signatory to exercise its rights herein will not be deemed or construed to be a waiver of such breach or of any subsequent breach of the same or any other term of this Agreement or of any of the rights of the signatories to this Agreement. No delay or omission by any signatory in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver.


14. Hazardous Materials. The Licensee covenants, represents, and warrants that, except in the normal course of business: (a) Hazardous Materials will not be handled, treated, used, placed, stored, or otherwise kept, or transported on or across any portion of the Slash Operations Parcel by the Licensee or its contractors or agents without the prior written approval of the City; and upon any such approval (b) any handling, transportation, storage, treatment, or usage of Hazardous Materials which may occur on or across any portion of the Slash Operations Parcel will be in compliance with federal, state, and local laws, regulations, and ordinances. To the extent allowed by law, Licensee does hereby indemnify and hold harmless the City and its agents and employees from and against any and all claims, lawsuits, damages, costs, losses, judgments, of any nature whatsoever, including attorneys' fees, suffered

or incurred by the City, to the extent arising from a breach of the covenants and warranties contained in this paragraph, or as a result of conditions created or acts performed or omitted by the Licensee, its agents, contractors, permittees, invitees, or assigns. Such indemnity and covenant to hold harmless shall survive the termination of this Agreement. The term "Hazardous Materials" herein means any hazardous, toxic, or dangerous substances, materials, or wastes which are regulated under any applicable county, municipal, state, or federal law, rule, ordinance, direction, or regulation.

15. Colorado Governmental Immunity Act. The City and Jefferson County expressly reserve the right to assert all defenses and liability limitations provided by law, including, without limitation, the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.* or any successor acts or provisions.

CITY OF GOLDEN

**THE LICENSEE
ROONEY ROAD RECYCLING CENTER
AUTHORITY**

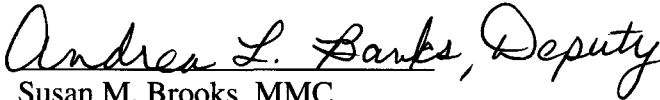


Jacob Smith
Mayor

By: 

Capacity: Co-CHAIR

ATTEST:



Susan M. Brooks, MMC
City Clerk

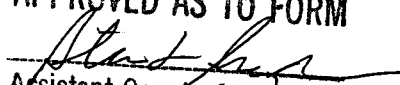
**TERMS AND CONDITIONS APPROVED BY
THE COUNTY OF JEFFERSON, STATE OF COLORADO**

By: 

Ralph Schell, Open Space Director

Date: 8/19/08

APPROVED AS TO FORM



Assistant County Attorney



EXHIBIT A