

**RESOLUTION NO. 2058**

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
APPROVING A WATER SERVICE AND LICENSE  
AGREEMENT WITH JEFFERSON COUNTY FOR NORTH  
TABLE MOUNTAIN PARK**

WHEREAS, Jefferson County is the owner of certain properties located outside the city and generally referenced as North Table Mountain Park; and

WHEREAS, Jefferson County desires to make certain improvements to North Table Mountain Park including the construction of bathrooms and irrigated landscaping; and

WHEREAS, Jefferson County acquired an active water tap with the acquisition of the property where the improvements at North Table Mountain Park are to be constructed; and

WHEREAS, Jefferson County desires to restore water service to the property; and

WHEREAS, Jefferson County and the City desire to enter into a License Agreement to allow Jefferson County to encroach on city property to construct the water service line and tap the city main line; and

WHEREAS, the City of Golden has adequate water supplies to provide such service to North Table Mountain.

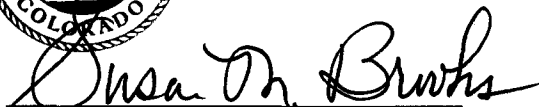
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

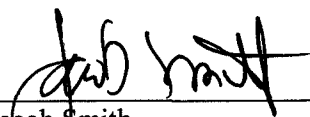
Section 1. City Council authorizes the establishment of water service to North Table Mountain Park.

Section 2. City Council authorizes the City to enter into the License Agreement, substantially in the form attached hereto as Exhibit A.

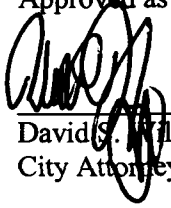
Adopted this 3<sup>rd</sup> day of June, 2010.



  
Susan M. Brooks, MMC  
City Clerk

  
\_\_\_\_\_  
Jacob Smith  
Mayor

Approved as to form:

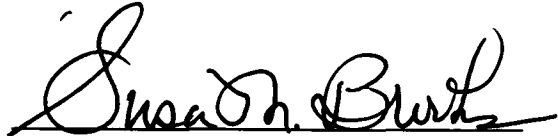


\_\_\_\_\_  
David S. Williamson  
City Attorney

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 3rd day of June, A.D., 2010.



ATTEST:

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

## LICENSE AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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, Colorado, and the COUNTY OF JEFFERSON, a body political and corporate (the "County"), whose address is 100 Jefferson County Parkway, Golden, Colorado.

### RECITALS

A. The County is the owner of certain properties located at Hwy 93 and Hog Back Drive north and east of Golden, Colorado, said properties more particularly described in Exhibit A attached hereto and generally referenced as "North Table Mountain Park".

B. The County desires to make certain improvements to North Table Mountain Park which include the construction of a parking lot, bathrooms and landscaping. The plans for the improvements include a water service line connecting to the City main such that the water service line will encroach on City property, as is more particularly shown in Exhibit B attached hereto.

C. The parties hereto wish to agree as to the terms and conditions under which the County may locate the water service line in City property.

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

1. License. The City grants to the County a non-exclusive revocable license to locate, construct and maintain within City property a 1 1/2" water service line. The exact location of the water service line to which this license applies is shown on Exhibit B.

2. Construction. Plans for the construction of the water service line shall be submitted to and approved by the City's director of public works prior to commencement of construction. The construction plans shall incorporate the time periods during which construction will occur. The design, construction and maintenance of the water service line shall be the sole responsibility of the County. Upon completion of the construction of the water service line, the County shall provide the City with a full set of "as built" drawings showing that portion of the water service line which is located in City property.

3. Maintenance. The County shall, at its expense, maintain the water service line in good condition.

4. General Obligations with Respect to Initial Construction and Maintenance Work.

a. All work performed by the County pursuant to this Agreement shall be done:

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

the

City.

b. **Restoration.** All public and private property shall be restored as soon as possible by the County, at its expense, to substantially their former condition.

c. **Inspection.** All work performed by the County within the City shall be subject to inspection by the City. The County shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.

5. **Indemnification and Release.** To the extent authorized by law, and without waiving any provision of the Colorado Government Immunity Act, the County shall hold harmless and indemnify and defend the City from and against all liabilities, damages and claims which result from the design, initial construction or maintenance of the water service line.

6. **Compliance with Laws.** This Agreement relates only to permission to encroach onto City property under the terms and conditions set forth. The execution of this license agreement shall not relieve the County from complying with any provision of the Golden Municipal Code, including compliance with zoning ordinances and use restrictions, or building codes nor shall this Agreement be construed as approval by the City to construct the improvements contemplated by the County, to the extent that City approvals or permits are otherwise required by the Golden Municipal Code or statute.

7. **Police Power Reserved.** The rights granted herein shall not limit or otherwise restrict the right of the City to exercise its police power with respect to its control of the City property.

8. Termination. Either party may terminate this Agreement, with or without cause, by providing the other party with 180 days written notice. Upon termination, and at the request of the City, the County shall remove at its expense all improvements located on City property pursuant to this Agreement if the City determines, in its sole discretion, that such improvements may, now or in the future, constitute a hazardous condition or otherwise interfere with a public use of the property. All property and improvements affected by such a removal shall be restored by the County to substantially its former condition after said removal.

9. Assignment. With the prior written permission of the City, such permission not to be unreasonably withheld, the County may assign any or all of its duties and responsibilities set forth in this Agreement.

CITY OF GOLDEN

\_\_\_\_\_  
Mayor

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

ATTEST:

\_\_\_\_\_  
City Clerk

COUNTY OF JEFFERSON

\_\_\_\_\_  
Title:

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



RECEIVED  
JUN 14 2010

BY:.....

Board of County  
Commissioners

Faye Griffin  
District No. 1

J. Kevin McCasky  
District No. 2

Kathy Hartman  
District No. 3

June 14, 2010

Anne Beierle  
Deputy Director Environmental/Utilities  
City of Golden  
Golden, CO 80401

Re. License agreement for water line construction

Anne,

Enclosed is your copy of the fully executed license agreement for the construction of a water service line to North Table Mountain Park.

Sincerely,

James C. Callahan  
Open Space

Les 2058



## LICENSE AGREEMENT

THIS AGREEMENT is entered into this 14<sup>th</sup> day of JUNE, 2010, 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, Colorado, and the COUNTY OF JEFFERSON, a body political and corporate (the "County"), whose address is 100 Jefferson County Parkway, Golden, Colorado.

## RECITALS

A. The County is the owner of certain properties located at Hwy 93 and Hog Back Drive north and east of Golden, Colorado, said properties more particularly described in Exhibit A attached hereto and generally referenced as "North Table Mountain Park".

B. The County desires to make certain improvements to North Table Mountain Park which include the construction of a parking lot, bathrooms and landscaping. The plans for the improvements include a water service line connecting to the City main such that the water service line will encroach on City property, as is more particularly shown in Exhibit B attached hereto.

C. The parties hereto wish to agree as to the terms and conditions under which the County may locate the water service line in City property.

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

1. License. The City grants to the County a non-exclusive revocable license to locate, construct and maintain within City property a 2" water service line. The exact location of the water service line to which this license applies is shown on Exhibit B.

2. Construction. Plans for the construction of the water service line shall be submitted to and approved by the City's director of public works prior to commencement of construction. The construction plans shall incorporate the time periods during which construction will occur. The design, construction and maintenance of the water service line shall be the sole responsibility of the County. Upon completion of the construction of the water service line, the County shall provide the City with a full set of "as built" drawings showing that portion of the water service line which is located in City property.

3. Maintenance. The County shall, at its expense, maintain the water service line in good condition.

4. General Obligations with Respect to Initial Construction and Maintenance Work.

a. All work performed by the County pursuant to this Agreement shall be done:

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

b. **Restoration.** All public and private property shall be restored as soon as possible by the County, at its expense, to substantially their former condition.

c. **Inspection.** All work performed by the County within the City shall be subject to inspection by the City. The County shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.

5. **Indemnification and Release.** To the extent authorized by law, and without waiving any provision of the Colorado Government Immunity Act, the County shall hold harmless and indemnify and defend the City from and against all liabilities, damages and claims which result from the design, initial construction or maintenance of the water service line.

6. **Compliance with Laws.** This Agreement relates only to permission to encroach onto City property under the terms and conditions set forth. The execution of this license agreement shall not relieve the County from complying with any provision of the Golden Municipal Code, including compliance with zoning ordinances and use restrictions, or building codes nor shall this Agreement be construed as approval by the City to construct the improvements contemplated by the County, to the extent that City approvals or permits are otherwise required by the Golden Municipal Code or statute.

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9. **Assignment.** With the prior written permission of the City, such permission not to be unreasonably withheld, the County may assign any or all of its duties and responsibilities set forth in this Agreement.



CITY OF GOLDEN



Shirley G. Brooks  
City Clerk

Jack Smith  
Mayor  
Date: 6/4/10

COUNTY OF JEFFERSON

Thomas T. Hokeny  
Title: Director of Open Space  
Date: 6/14/10

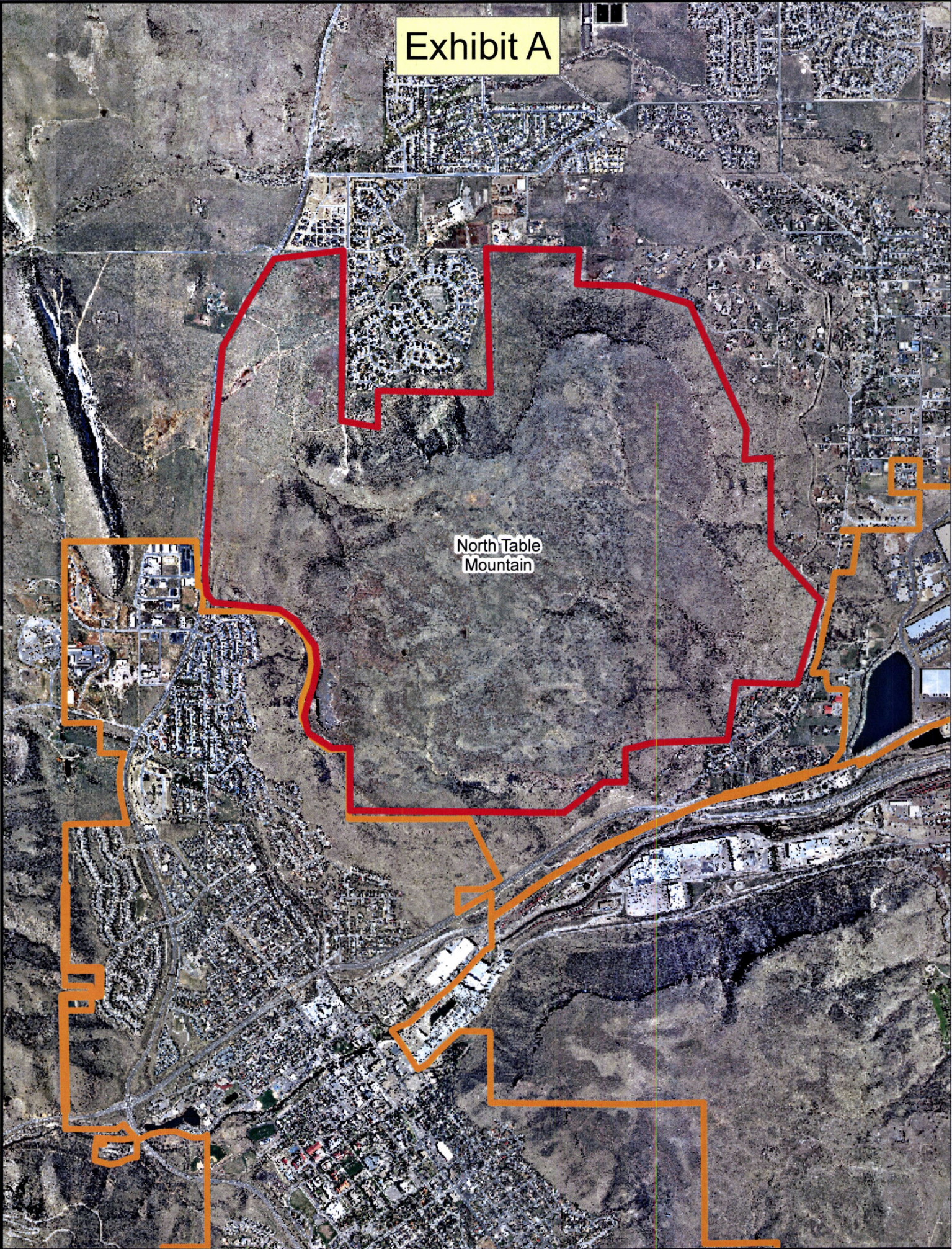
APPROVED AS TO FORM:

John Snyder



Exhibit A

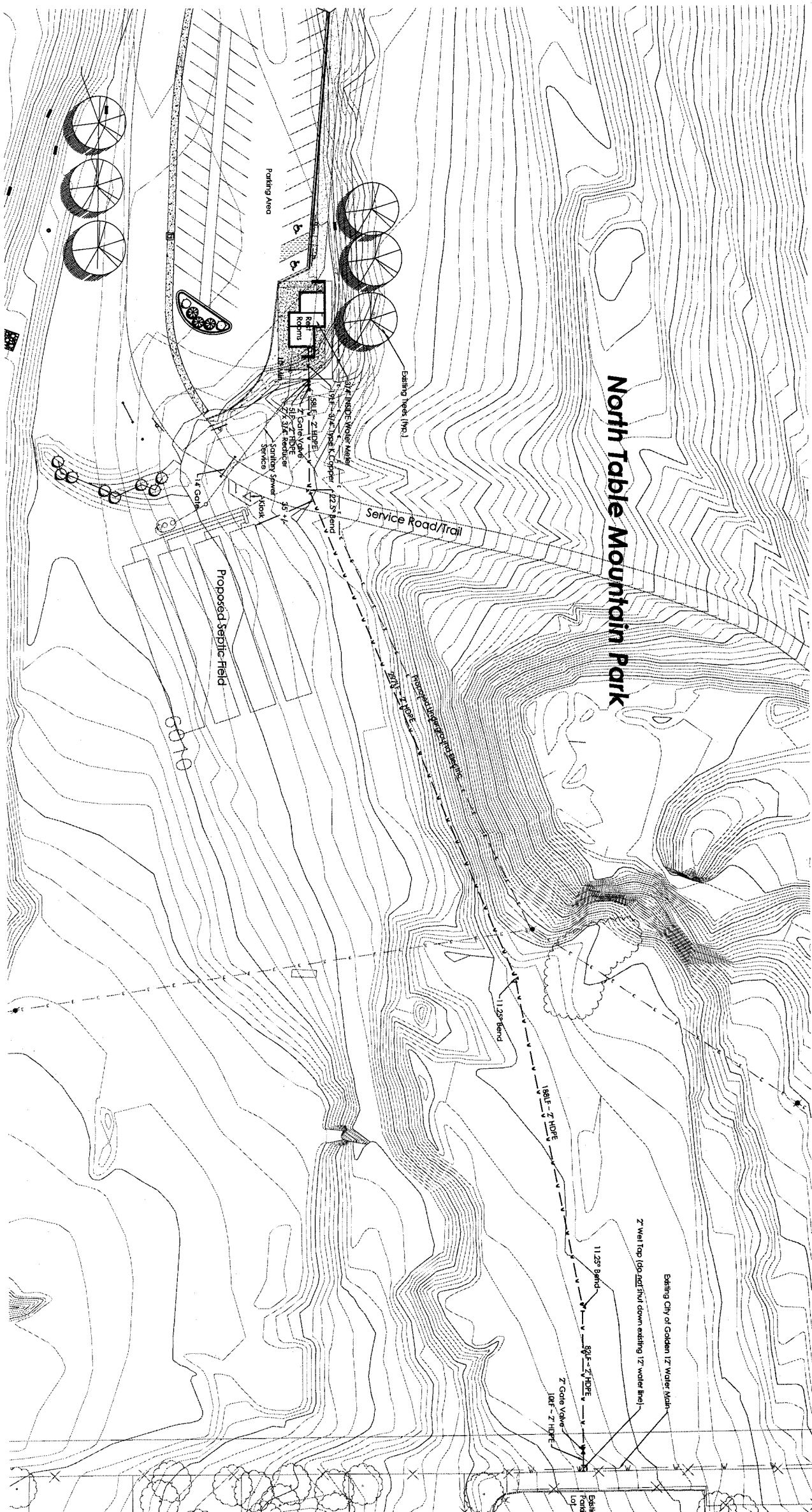
North Table Mountain





# EXHIBIT B

## NORTH TABLE MOUNTAIN PARK Jefferson County, Colorado



- Notes:**
1. All water lines shall be either HDPE or Type K Copper as shown.
  2. Water line shall be installed according to City of Golden Regulations.
  3. Minimum depth of water line is 4.5'.
  4. Refer to Sheet 1.0 for Water Notes.
  5. Refer to Sheet 3.0 for standard details.

