

RESOLUTION NO. 1842

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
RENEWING AN AGREEMENT WITH TROUT UNLIMITED TO
MAINTAIN "THE GOLDEN MILE" FISHERY ON CLEAR
CREEK**

WHEREAS, the City of Golden is concerned with the long term water quality of Clear Creek;
and

WHEREAS, the City has invested significant resources in the Clear Creek White Water Park,
the Washington Avenue Bridge, and the downtown; and

WHEREAS, significant economic benefit to the entire Golden community from these
improvements has been realized; and

WHEREAS, the addition of the proposed "Golden Mile" fishery would add additional activity
to the creek and economic benefit to the downtown and greater community; and

WHEREAS, establishment of a fishery on Clear Creek would continue pressure to improve the
source water quality throughout the watershed; and

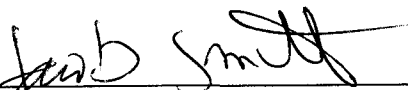
WHEREAS, the City of Golden agreed to support construction of the Golden Mile efforts in
Resolutions 1551, 1698, and 1756; and

WHEREAS, Trout Unlimited and the City of Golden have reached further understanding
regarding their respective rights and obligations for the construction of the Golden Mile.

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

City Council hereby approves the renewal of an agreement with West Denver Trout Unlimited in
essentially the same form as the copy of such agreement accompanying this resolution.

Adopted this 28th day of February, 2008.



Jacob Smith
Mayor



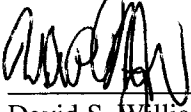


Susan M. Brooks, MMC
City Clerk

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Approved as to form:

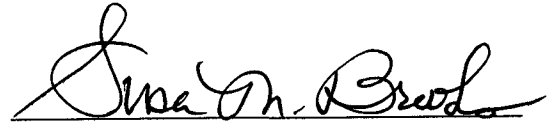


David S. Williamson
City Attorney

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 rescheduled regular meeting thereof held on the 28th day of February, A.D., 2008.



ATTEST:



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

AGREEMENT

THIS AGREEMENT is made this 28th day of February, 2008 by and between the CITY OF GOLDEN, a Colorado home rule municipality ("Golden") and the WEST DENVER CHAPTER OF TROUT UNLIMITED, a Colorado non-profit corporation (WDTU).

RECITALS

- A. Golden is a Colorado home rule municipality whose municipal services include provision of parks and recreational facilities.
- B. WDTU is organized as a Colorado non-profit conservation organization whose mission is to conserve, protect and restore North America's trout and salmon fisheries and their watersheds.
- C. WDTU and the Colorado Division of Wildlife ("DOW") entered into an agreement dated March 5, 2007 ("Subgrant Agreement") whereby the DOW made funds available to WDTU for the purpose of improving fisheries and otherwise increasing recreational fishing opportunities in Colorado as part of the DOW's Fishing is Fun in Colorado Program. Pursuant to the Subgrant Agreement, WDTU will be making improvements to the habitat on 1800 linear feet of Clear Creek west of Golden's kayak course. WDTU calls this project "The Golden Mile".
- D. Golden has contributed \$50,000 toward the construction of The Golden Mile project.
- E. Golden and WDTU desire to cooperate in the maintenance of The Golden Mile, subject to Golden's ultimate control and decision making, for the mutual benefit of both parties.

AGREEMENT

1. TERM. The term of this Agreement shall be from February 29, 2008 through December 31, 2008. Thereafter, it is the current intent of the parties that the agreement be for eighteen (18) additional, separate, consecutive, one-year terms, subject to annual review and appropriation by Golden. In exercising its discretion, Golden will give favorable consideration to the annual renewal of this agreement. Notwithstanding these factors, it is acknowledged that there may be overriding factors which result in a decision not to renew this Agreement in the future.
2. THE GOLDEN MILE. The Golden Mile includes placement of a number of in-stream structures beginning just upstream of the City's kayak course near Lion's

park, and extending upstream of the Canyonside condominiums. The project includes a series of cross vanes, j-dams, and boulder fields to improve stream habitat. The exact configuration may be adjusted during construction, but is generally described by the drawings in Exhibit A.

3. Capital Costs. The capital costs anticipated are estimated to be a maximum of \$150,000, as reflected on the attached budget, incorporated herein as Exhibit B.
4. Construction. WDTU will pay for the initial construction
5. Recreational Use. Golden intends to administer the Clear Creek corridor in which The Golden Mile will be constructed for recreational uses, including as a recreational fishery.
 - a. At least some portion of the corridor has been deeded to Golden by Jefferson County with an Open Space designation. The Commissioner's Deed requires that the property be "...used exclusively for passive recreation development, management, and maintenance purposes..."
Golden and WDTU agree that the administration of this section as Open Space is consistent with its use for recreational fishing. (see Exhibit C)
 - b. Golden maintains the Grant Terry Trail which runs adjacent to Clear Creek for 0.7 miles west of the kayak course and provides public access to The Golden Mile.
 - c. WDTU and Golden agree that Clear Creek along the Golden Mile has an existing use by the boating community. Golden does not intend to extend the kayak course west from its existing location, but does not intend to restrict continued incidental use for kayaking along the Golden Mile. Accordingly, any in-stream improvements installed pursuant to this agreement shall not significantly impede boating activities.
6. Maintenance. Golden will be responsible for maintenance of facilities developed under the Golden Mile project, for the useful life of the project. The project is designed such that maintenance will be relatively minimal. Facilities being developed are in the Creek and require little or no maintenance. Maintenance will generally be limited to trail maintenance, maintenance of the project sign, required by Part 2.C of the Sub-grant agreement, and trash clean-up. Golden already maintains the existing primary trail that will provide the bulk of access to the stream, under a separate agreement with Jefferson County Open Space. Golden and WDTU will meet annually to identify maintenance needs and develop a plan for implementation. WDTU will assist Golden by annually organizing a clean-up day on the Golden Mile portion of Clear Creek.
7. Grand Opening. WDTU may schedule and conduct a Grand Opening for The Golden Mile.

8. Annual Report. Golden will prepare and submit, to the DOW, an annual report as required by Paragraph 8.D of the Sublease Agreement.
9. Record Keeping. WDTU will provide Golden with a complete file of all records, documents, and other written materials which pertain to the construction of The Golden Mile and are required to be maintained by Paragraph 9.A of the Sub-grant Agreement. Golden shall maintain a copy of these and other records as required by Paragraph 9.A of the Sub-grant Agreement.
10. Appropriations. Golden shall not be obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which the funds are appropriated. All fiscal obligations of Golden under this Agreement are from year to year only and do not constitute a multi-fiscal year direct or indirect debt of other financial obligation of Golden. All fiscal obligations of Golden beyond the current year are conditioned upon appropriation of funds for such payment.

Executed as of the date first set forth above.

CITY OF GOLDEN

WEST DENVER CHAPTER OF
TROUT UNLIMITED

By: Jacob Smith

By: Mike Dumas

STATE OF COLORADO)

) ss.

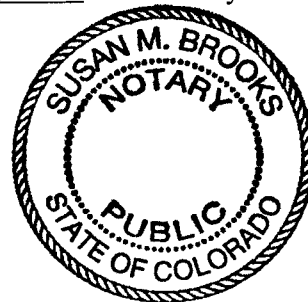
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 3rd day of March, 2008, by Jacob Smith, the Mayor for the City of Golden.

My commission expires 10/06/09.

Witness my hand and official seal.

Notary
Susan M. Brooks



My Commission Expires 10/06/09

STATE OF COLORADO)

) ss.

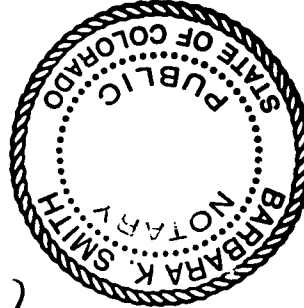
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 17th day of March, 2008, by Miles Williams, the Director for the West Denver Chapter of Trout Unlimited. Clear Creek Projects

My commission expires 4/19/2009

My Commission Expires 04/19/2009

Witness my hand and official seal.
Notary



Barbara K. Smith

My Commission Expires 04/19/2009

