

RESOLUTION NO. 1904

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN ACCEPTING FEES IN LIEU OF A PORTION OF PARKING REQUIRED FOR A CHANGE IN USE AT 1027 WASHINGTON AVENUE

WHEREAS, the City of Golden City Council on October 23, 2003 adopted Ordinance No. 1623 amending the provisions of Chapter 18.52 of the Golden Municipal Code (GMC) pertaining to the acceptance of cash fees in lieu of providing on site parking; and

WHEREAS, the City of Golden City Council on September 11, 2008 adopted Ordinance No. 1821 further amending the provisions of Chapter 18.52 of the Golden Municipal Code (GMC) pertaining to cash fees in lieu of providing on site parking for changes of use; and

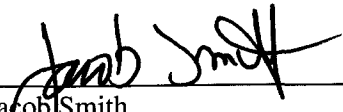
WHEREAS, City Council has been asked to accept a cash fee in lieu of certain parking spaces required to satisfy the parking requirement to utilize an existing deck and outdoor restaurant seating area at 1027 Washington Avenue.

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

Section 1. City Council accepts the proposal from Maurice Courturier to substitute an annual contribution for the provision of 12 additional parking spaces at 1027 Washington Avenue to satisfy the parking requirement for placement of 46 restaurant seats on an existing the outdoor deck.


Section 2. The City Manager is authorized to execute on behalf of the City an agreement, substantially in the form attached hereto as Exhibit A.

Adopted this 25th day of September, 2008.



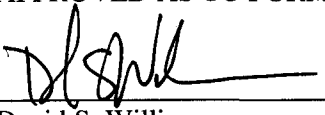
Jacob Smith
Mayor





Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:




David S. Williamson
City Attorney

Resolution No. 1904
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 25th day of September, A.D., 2008.



ATTEST:


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

PARKING AGREEMENT

This Agreement is effective the ___ day of September, 2008, by and between Maurice Courturier dba. Grappas, (Tenant) and the **City of Golden**, a Colorado home rule municipal corporation (City).

WHEREAS, Tenant has leased space at 1027 Washington Avenue for the operation of a restaurant and café (the “Premises”); and

WHEREAS, Pursuant to Chapter 18.5 2 of the Golden Municipal Code, Tenant applied for and secured approval from the Golden City Council of a cash contribution in lieu of the provision of twelve (12) additional parking spaces that would otherwise be necessary to meet the City’s current zoning requirement to utilize an outdoor seating area containing 48 seats; and

WHEREAS, The financial contribution set forth below is calculated based upon the provisions of Chapter 18.52 of the Municipal Code; and

WHEREAS, Tenant agrees that such a contribution is appropriate under the circumstances; and

WHEREAS, The parties desire to include in this Agreement certain provisions, understandings and agreements regarding the parking variance and annual financial contribution; and

THEREFORE, In consideration of the recitals, premises, mutual covenants and agreements herein contained, the parties agree as follows:

1. Parking. So long as Tenant is in compliance with the terms and conditions of this Agreement and other applicable provisions of the Golden Municipal Code and other laws and regulations, and as authorized by City Council Resolution 1904, approved on September 25, 2008, Tenant is authorized to utilize the outdoor deck area on the north side of the Premises for restaurant seating of up to 48 persons without providing addition on-site parking for such seating.

2. Financial Contribution. In order to assist the City of Golden’s effort to provide public parking in the downtown area, Owner shall make an annual financial contribution to the City, for the period that Tenant occupies the business at 1027 Washington Avenue with additional outdoor seating of up to 48 seats, according to the following terms and schedule:

- | | | | |
|----|--|------|--------------|
| a. | Calendar year 2008, payment, | \$ 0 | |
| b. | Calendar year 2009, payment | \$ 0 | |
| c. | Calendar years 2010 thru 2017, payment due each January 31 st | | \$ 3,018 |
| d. | Subsequent Calendar years, payment due January 31 st
per GMC 18.52 | | Recalculated |

3. Failure to Make Payments. Failure to timely make the required financial contribution in any year shall be grounds for termination of this agreement, in addition to any other remedy in law available to the City, including, without limitation, enforcement of any zoning violation by reason of providing insufficient parking.

4. No Guaranty of Parking. This agreement shall not be construed as conveying a right to Tenant to have available for its exclusive use any parking spaces in the parking lots or structures owned and operated by the City or the Golden Urban renewal Authority.

5. Term/Termination. This Agreement shall remain in full force and effect so long as the associated parking is required for the operation of Tenant's business. Tenant may terminate this Agreement by providing the City with 30 days advance written notice that the nature of their business operations at 1027 Washington Avenue has changed so that the additional parking is no longer required to operate the business. The City may terminate this agreement, upon 90 days notice to Tenant, if the City Council, in its sole and absolute discretion, determines that there is insufficient public parking in the vicinity of the Premises.

Termination of this Agreement pursuant to this paragraph shall not relieve Tenant of its obligation to make financial contributions for the calendar year of the date of such termination, provided however, that Tenant's financial contributions may be pro-rated for the calendar year of termination.

6. Assignment. The rights, duties and obligations of Tenant hereunder may be assigned to another person or entity operating the same restaurant café use. The assignment of the rights, duties, and obligations of tenant hereunder may be assigned to another person or entity for a different use only with the consent of the City. In such event, the assignee shall assume all of the rights, duties, and obligations of the Tenant hereunder and the Tenant shall be correspondingly relieved from all such liabilities, duties, and obligations.

7. Notices. All notices, demands or other documents required or desired to be given to either party under this Agreement shall be made in writing and shall be deemed effective upon receipt and shall be personally delivered or mailed by certified mail as follows:

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

Tenant:

8. Entire Agreement. This Agreement contains the entire agreement between the parties and shall not be amended except by written agreement executed with the same formality of this Agreement.

9. Venue/ Attorney's Fees. This Agreement shall be governed by the laws of the State of Colorado with venue in the County of Jefferson. In the event of default of the obligations under this Agreement, the non-defaulting party shall be entitled to recover its reasonable attorney's fees and expenses.

Tenant:

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The Agreement was signed and sworn to before me by _____ and _____ this ___ day of _____, 20__.

Witness my hand and official seal.
Notary Public: _____
My Commission Expires:

CITY OF GOLDEN:

By: _____
Michael C. Bestor
City Manager

ATTEST:

Susan M. Brooks, MMC
City Clerk

PARKING AGREEMENT

This Agreement is effective the ~~25th~~ day of September, 2008, by and between Maurice Courturier dba. Grappas, (Tenant) and the **City of Golden**, a Colorado home rule municipal corporation (City).

WHEREAS, Tenant has leased space at 1027 Washington Avenue for the operation of a restaurant and café (the "Premises"); and

WHEREAS, Pursuant to Chapter 18.5 2 of the Golden Municipal Code, Tenant applied for and secured approval from the Golden City Council of a cash contribution in lieu of the provision of twelve (12) additional parking spaces that would otherwise be necessary to meet the City's current zoning requirement to utilize an outdoor seating area containing 48 seats; and

WHEREAS, The financial contribution set forth below is calculated based upon the provisions of Chapter 18.52 of the Municipal Code; and

WHEREAS, Tenant agrees that such a contribution is appropriate under the circumstances; and

WHEREAS, The parties desire to include in this Agreement certain provisions, understandings and agreements regarding the parking variance and annual financial contribution; and

THEREFORE, In consideration of the recitals, premises, mutual covenants and agreements herein contained, the parties agree as follows:

1. Parking. So long as Tenant is in compliance with the terms and conditions of this Agreement and other applicable provisions of the Golden Municipal Code and other laws and regulations, and as authorized by City Council Resolution 1904, approved on September 25, 2008, Tenant is authorized to utilize the outdoor deck area on the north side of the Premises for restaurant seating of up to 48 persons without providing addition on-site parking for such seating.

2. Financial Contribution. In order to assist the City of Golden's effort to provide public parking in the downtown area, Owner shall make an annual financial contribution to the City, for the period that Tenant occupies the business at 1027 Washington Avenue with additional outdoor seating of up to 48 seats, according to the following terms and schedule:

- | | | |
|----|--|--------------|
| a. | Calendar year 2008, payment, | \$ 0 |
| b. | Calendar year 2009, payment due January 31, 2009 | \$ 0 |
| c. | Calendar years 2010 thru 2017, payment due each January 31 st | \$ 3,018 |
| d. | Subsequent Calendar years, payment due January 31 st
per GMC 18.52 | Recalculated |

3. Failure to Make Payments. Failure to timely make the required financial contribution in any year shall be grounds for termination of this agreement, in addition to any other remedy in law available to the City, including, without limitation, enforcement of any zoning violation by reason of providing insufficient parking.

4. No Guaranty of Parking. This agreement shall not be construed as conveying a right to Tenant to have available for its exclusive use any parking spaces in the parking lots or structures owned and operated by the City or the Golden Urban renewal Authority.

5. Term/Termination. This Agreement shall remain in full force and effect so long as the associated parking is required for the operation of Tenant's business. Tenant may terminate this Agreement by providing the City with 30 days advance written notice that the nature of their business operations at 1027 Washington Avenue has changed so that the additional parking is no longer required to operate the business. The City may terminate this agreement, upon 90 days notice to Tenant, if the City Council, in its sole and absolute discretion, determines that there is insufficient public parking in the vicinity of the Premises.

Termination of this Agreement pursuant to this paragraph shall not relieve Tenant of its obligation to make financial contributions for the calendar year of the date of such termination, provided however, that Tenant's financial contributions may be pro-rated for the calendar year of termination.

6. Assignment. The rights, duties and obligations of Tenant hereunder may be assigned to another person or entity operating the same restaurant café use. The assignment of the rights, duties, and obligations of tenant hereunder may be assigned to another person or entity for a different use only with the consent of the City. In such event, the assignee shall assume all of the rights, duties, and obligations of the Tenant hereunder and the Tenant shall be correspondingly relieved from all such liabilities, duties, and obligations.

7. Notices. All notices, demands or other documents required or desired to be given to either party under this Agreement shall be made in writing and shall be deemed effective upon receipt and shall be personally delivered or mailed by certified mail as follows:

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

Tenant:

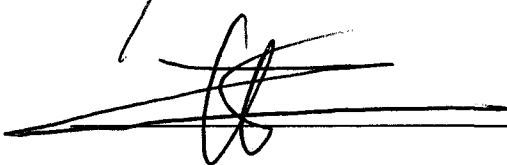
MAURICE COYURIER
GRAPPA MEDITERRANEAN BISTRO & CAFE
1027 WASHINGTON ST
GOLDEN, CO
80401

8. Entire Agreement. This Agreement contains the entire agreement between the parties and shall not be amended except by written agreement executed with the same formality of this Agreement.

9. Venue/ Attorney's Fees. This Agreement shall be governed by the laws of the State of Colorado with venue in the County of Jefferson. In the event of default of the obligations under this Agreement, the non-defaulting party shall be entitled to recover its reasonable attorney's fees and expenses.

Tenant:

By: Maurice Couturier



STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The Agreement was signed and sworn to before me by MAURICE COUTURIER and _____ this 9th day of October, 2008.

Witness my hand and official seal,
Notary Public: Carol Malick
My Commission Expires:
MAY 26, 2010



CITY OF GOLDEN:

By: Michael C Bestor
Michael C Bestor,
City Manager

ATTEST:
Susan A. Brubaker
City Clerk



PARKING AGREEMENT

This Agreement is effective the 25th day of September, 2008, by and between Maurice Courturier dba. Grappas, (Tenant) and the **City of Golden**, a Colorado home rule municipal corporation (City).

WHEREAS, Tenant has leased space at 1027 Washington Avenue for the operation of a restaurant and café (the “Premises”); and

WHEREAS, Pursuant to Chapter 18.5 2 of the Golden Municipal Code, Tenant applied for and secured approval from the Golden City Council of a cash contribution in lieu of the provision of twelve (12) additional parking spaces that would otherwise be necessary to meet the City’s current zoning requirement to utilize an outdoor seating area containing 48 seats; and

WHEREAS, The financial contribution set forth below is calculated based upon the provisions of Chapter 18.52 of the Municipal Code; and

WHEREAS, Tenant agrees that such a contribution is appropriate under the circumstances; and

WHEREAS, The parties desire to include in this Agreement certain provisions, understandings and agreements regarding the parking variance and annual financial contribution; and

THEREFORE, In consideration of the recitals, premises, mutual covenants and agreements herein contained, the parties agree as follows:

1. Parking. So long as Tenant is in compliance with the terms and conditions of this Agreement and other applicable provisions of the Golden Municipal Code and other laws and regulations, and as authorized by City Council Resolution 1904, approved on September 25, 2008, Tenant is authorized to utilize the outdoor deck area on the north side of the Premises for restaurant seating of up to 48 persons without providing addition on-site parking for such seating.

2. Financial Contribution. In order to assist the City of Golden’s effort to provide public parking in the downtown area, Owner shall make an annual financial contribution to the City, for the period that Tenant occupies the business at 1027 Washington Avenue with additional outdoor seating of up to 48 seats, according to the following terms and schedule:

- a. Calendar year 2008, payment, \$ 0
- b. Calendar year 2009, payment due January 31, 2009 \$ 0
- c. Calendar years 2010 thru 2017, payment due each January 31st \$ 1,560
- d. Subsequent Calendar years, payment due January 31st Recalculated
per GMC 18.52

3. Failure to Make Payments. Failure to timely make the required financial contribution in any year shall be grounds for termination of this agreement, in addition to any other remedy in law available to the City, including, without limitation, enforcement of any zoning violation by reason of providing insufficient parking.

4. No Guaranty of Parking. This agreement shall not be construed as conveying a right to Tenant to have available for its exclusive use any parking spaces in the parking lots or structures owned and operated by the City or the Golden Urban renewal Authority.

5. Term/Termination. This Agreement shall remain in full force and effect so long as the associated parking is required for the operation of Tenant's business. Tenant may terminate this Agreement by providing the City with 30 days advance written notice that the nature of their business operations at 1027 Washington Avenue has changed so that the additional parking is no longer required to operate the business. The City may terminate this agreement, upon 90 days notice to Tenant, if the City Council, in its sole and absolute discretion, determines that there is insufficient public parking in the vicinity of the Premises.

Termination of this Agreement pursuant to this paragraph shall not relieve Tenant of its obligation to make financial contributions for the calendar year of the date of such termination, provided however, that Tenant's financial contributions may be pro-rated for the calendar year of termination.

6. Assignment. The rights, duties and obligations of Tenant hereunder may be assigned to another person or entity operating the same restaurant café use. The assignment of the rights, duties, and obligations of tenant hereunder may be assigned to another person or entity for a different use only with the consent of the City. In such event, the assignee shall assume all of the rights, duties, and obligations of the Tenant hereunder and the Tenant shall be correspondingly relieved from all such liabilities, duties, and obligations.

7. Notices. All notices, demands or other documents required or desired to be given to either party under this Agreement shall be made in writing and shall be deemed effective upon receipt and shall be personally delivered or mailed by certified mail as follows:

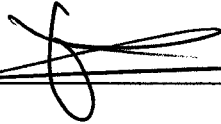
City: City Manager
City of Golden
911 - 10th Street
Golden, CO 80401

Tenant: MAURICE COUTURIER
GIRAPPA'S
1027 WASHINGTON AVE
GOLDEN, CO 80401

8. Entire Agreement. This Agreement contains the entire agreement between the parties and shall not be amended except by written agreement executed with the same formality of this Agreement.

9. Venue/ Attorney's Fees. This Agreement shall be governed by the laws of the State of Colorado with venue in the County of Jefferson. In the event of default of the obligations under this Agreement, the non-defaulting party shall be entitled to recover its reasonable attorney's fees and expenses.

Tenant:

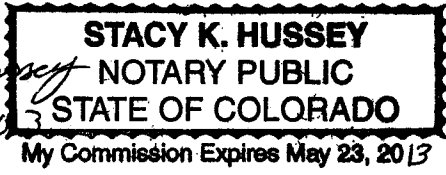
By: 

MAURICE COUTURIER


STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The Agreement was signed and sworn to before me by _____ and
MAURICE COUTURIER this 16th day of MARCH, 2010.

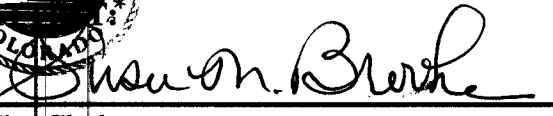
Witness my hand and official seal
Notary Public: Stacy K. Hussey
My Commission Expires: May 23, 2013



CITY OF GOLDEN:

By: 
Michael C Bestor,
City Manager




Susan Berke
City Clerk