

RESOLUTION NO. 2028

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE EXECUTION OF A MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF GOLDEN AND THE
COLORADO SCHOOL OF MINES PERTAINING TO CURRENT
AND FUTURE PLANNING EFFORTS**

WHEREAS, the City of Golden and the Colorado School of Mines (CSM) are longstanding institutions that have grown and thrived together as neighbors over a period in excess of 125 years; and

WHEREAS, the City of Golden and CSM recognize that together they offer the Golden community benefits in the areas of education, economic development, and cultural richness; and


WHEREAS, the City of Golden and CSM recognize the importance of coordination and cooperation in the areas of joint or independent planning efforts that may affect each other.

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

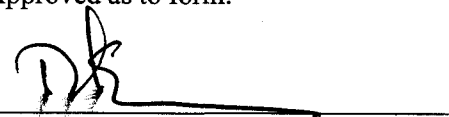
Section 1. City Council approves the Memorandum of Understanding with the Colorado School of Mines, substantially in the form attached hereto as Exhibit A. The Mayor is authorized to execute the Memorandum on behalf of the City.

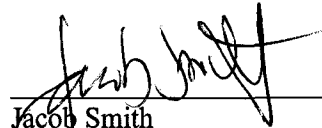
Adopted this 28th day of January 2010.




Susan M. Brooks, MMC
City Clerk

Approved as to form:


David S. Williamson
City Attorney


Jacob Smith
Mayor

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 28th day of January, A.D., 2010.



ATTEST:

A handwritten signature in black ink, reading "Susan M. Brooks", written over a horizontal line.

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

Memorandum of Understanding Between City of Golden, Colorado and the Colorado School of Mines

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into this 20th day of January 2010 between the City of Golden, Colorado (Golden), and the Colorado School of Mines (CSM) for the purposes of cooperative framework of certain joint and independent planning efforts of the parties. This MOU sets out guidance on protocol and principles of cooperation between the parties.

II. RECITALS

A. WHEREAS The City of Golden and the Colorado School of Mines are longstanding institutions that have grown and thrived together as neighbors over a period in excess of 125 years.

B. WHEREAS Golden and CSM recognize that together they offer the Golden community benefits in the areas of education, economic development, and cultural richness.

C. WHEREAS Golden and CSM have certain recognitions of each other including but not limited to:

1. Recognizing the potential impact of actions on the other.
2. Recognizing the need to coordinate campus and community master plans to anticipate both areas of mutual interest and also areas of unilateral or mutual impact.
3. Respecting and recognizing that CSM contributes substantially to the economic, social, character, and reputation of Golden thus enhancing the quality of life for commercial and residential owners and residents within Golden.
4. Respecting and recognizing that the City as a whole and the commercial and residential areas that surround the CSM campus contribute substantially to the character and environment of the university, and that CSM recognizes and supports Golden's desire to protect and enhance the quality of life for owners and residents in these areas.
5. Respecting and recognizing that CSM is an evolving and changing institution with the need to invest in infrastructure and buildings, and that given the constraints of property ownership, CSM will likely need to increase the density of building square footage over time within portions of the current campus limits.
6. Respecting and recognizing that the transportation and circulation systems for central Golden are completely intertwined between the uses and

interests Golden and CSM, and that it is the responsibility of both parties to jointly plan for necessary transportation systems, and potentially to cooperate on funding certain transportation investments.

III. AGREEMENT

THEREFORE in recognition of the above recitals and mutual and compatible goals and programs, Golden, and CSM (the Parties) hereby agree as follows:

A. COMMUNITY, CAMPUS, AND NEIGHBORHOOD MASTER PLANS

From time to time, CSM will undertake efforts to update or replace its campus Master Plan, and the City will create or update community plans and neighborhood plans for the areas near the campus. With regards to furthering the Golden and CSM cooperative planning framework, the Parties will engage in Master Planning efforts for new planning documents and any substantive plan updates under the following parameters:

1. The Plan and planning effort will include plans and recommendations for transportation and circulation.
2. Formal public meetings and input opportunities to identify areas of concern and mutual interest will occur at least three times during any such process, including at least once in the beginning of the process prior to the development of alternative scenarios or actions.
3. Staff from both parties will be represented on any project steering or advisory committee that is established by either Party. It is anticipated that the Director of Planning and Development will be the City representative and the Campus Architect will be the CSM representative. Such representatives will be the conduit to provide information back to the respective organizations, and also to provide ongoing input to the planning process.
4. It is the responsibility of the representatives to update their governing and/or administrative body on the other parties' Plans, however, at any point during the respective planning processes, at the request of the City or CSM, the respective parties will host an informal briefing of their Plan for the benefit of the other parties' collective governing and/or administrative body.
5. The project team for any such project will maintain on-going informal communication channels throughout the project for campus and community updates, such as web sites or other suitable means. Final approved Plans will always be available on the Party's web site.
6. Recognizing the role of the CSM campus in shaping and impacting the central portion of the community and the City's role in shaping and impacting the future physical form of the campus, the individual Parties will give good faith due consideration to the input and suggestions of the other Party and associated stakeholders in the preparation and evaluation of alternatives and recommendations.

IV. GENERAL

A. This MOU outlines the process for communication and collaboration between Golden and CSM of certain joint and independent planning efforts of the parties. It represents a commitment of the parties for such process, but is not otherwise binding in any way to either party.

B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds among or between parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate agreements hereunder that shall be executed in writing by authorized representatives of the parties.

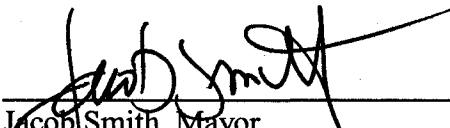
C. This MOU in no way restricts the Parties from participating in similar activities or arrangements with other entities.

D. Nothing in this MOU shall obligate either Party to expend appropriations or to enter into any contract or other obligations.

E. This MOU is not intended to, and does not create any right, benefit or trust responsibility, substantive or procedural, enforceable at law or equity, by any person not a Party to this MOU.


F. This MOU may only be modified or amended in writing and by mutual agreement of the parties.

Signed and agreed to:



Jacob Smith, Mayor
City of Golden, Colorado

2/11/10
Date



M. W. Scoggins, President
Colorado School of Mines

2/18/10
Date

Memorandum of Understanding Between City of Golden, Colorado and the Colorado School of Mines

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1. The Plan and planning effort will include plans and recommendations for transportation, circulation, and parking.
2. Formal public meetings and input opportunities to identify areas of concern and mutual interest will occur at least three times during any such process, including at least once in the beginning of the process prior to the development of alternative scenarios or actions.
3. Staff from both parties will be represented on any project steering or advisory committee that is established by either Party. It is anticipated that the Director of Planning and Development will be the City representative and the Campus Architect will be the CSM representative. Such representatives will be the conduit to provide information back to the respective organizations, and also to provide ongoing input to the planning process.
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Signed and agreed to:

Jacob Smith, Mayor
City of Golden, Colorado

Date

M. W. Scoggins, President
Colorado School of Mines

Date