

RESOLUTION NO. 2207

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO, APPROVING THE FOURTH AMENDMENT TO THE AGREEMENT AND LEASE WITH JEFFERSON COUNTY PERTAINING TO THE ROONEY ROAD SPORTS COMPLEX OPEN SPACE LEASE

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, 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, by contract dated April 18, 2006, Jefferson County and the City of Golden ("City") 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, on July 8, 2008, the City and Jefferson County entered into the Second Amendment to the Agreement and Lease to allow the Authority to use of a portion of the Property leased by the City for slash operations; and

WHEREAS, on August 27, 2008, the City entered into a License Agreement with the Authority to allow slash operations by the Authority on a portion of the Property leased by the City; and

WHEREAS, on August 10, 2010, the City and Jefferson County entered into the Third Amendment to the Agreement and Lease to allow for continuance of use of a portion of the Property for the Authority's slash operations, which agreement and lease terminates on August 27, 2012; and

WHEREAS, the Authority has requested it be permitted to extend its use of a portion of the Property, which is subject to a license agreement with the City; and

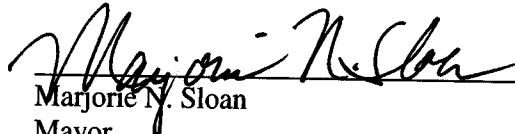
WHEREAS, the City and Jefferson County desire to further amend the agreement and lease pertaining to the Property to allow the City to extend the License Agreement with the Authority to October 31, 2012, for use of a portion of the Property for slash operations and requires the Authority to remove all personal property, slash residue and other materials by December 31, 2012, and to reseed the area used for slash operations by March 15, 2013.

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

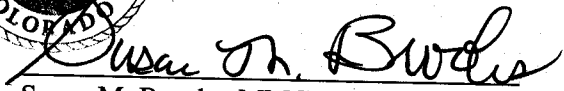
The Fourth Amendment to Agreement and Lease between the City of Golden and Jefferson County is approved in substantially the same form as the copy attached hereto and made a part hereof as Exhibit A. The Mayor is authorized to execute the Fourth Amendment to Agreement and Lease on behalf of the City.

Adopted this 9th day of August, 2012.



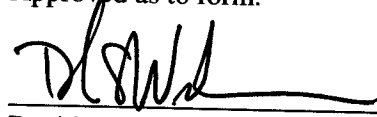


Marjorie N. Sloan
Mayor



Susan M. Brooks, MMC
City Clerk

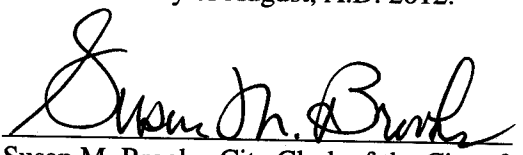
Approved as to form:



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 rescheduled regular business meeting thereof held on the 9th day of August, A.D. 2012.



ATTEST: 

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

FOURTH AMENDMENT TO AGREEMENT AND LEASE

THIS FOURTH AMENDMENT TO AGREEMENT AND LEASE, dated for reference purposes only this _____ day of _____, 2012, is made and entered into by and between the COUNTY OF JEFFERSON, a body politic and corporate (the "County") and 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 (the "City").

RECITALS

- A. The County and City entered into an Agreement and Lease dated April 18, 2006, as amended by the First Amendment to Agreement and Lease dated August 1, 2007, the Second Amendment to Agreement and Lease dated July 8, 2008, and the Third Amendment to Agreement and Lease dated August 10, 2010 (collectively, the "Agreement and Lease"), to lease certain property described therein to the City.
- B. The parties desire to amend the Agreement and Lease as set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the City agree as follows:

FOURTH AMENDMENT TO AGREEMENT AND LEASE

- 1. The Recitals set forth above are incorporated herein.
- 2. The Agreement and Lease is hereby amended by the deletion of paragraph 21.(k). and its replacement with the following:
 - (k) Notwithstanding any provision of this Agreement and Lease to the contrary, the City may enter into a license agreement ("License Agreement") with the Rooney Road Recycling Center Authority (the "Authority") under which the Authority may contract for a temporary slash operation on the portion of the Property depicted in **Exhibit F** attached hereto and incorporated by reference (the "Slash Operations Parcel"). The License Agreement shall include such other terms and conditions acceptable to the City and the County. In no event shall the term of the License Agreement extend beyond October 31, 2012; provided, however, that the slash contractor may have until December 31, 2012 to remove slash materials from the Slash Operations Parcel and its reclamation of the Slash Operations Parcel shall begin thereafter. Any compensation the City receives from the Authority for the License Agreement shall be used for park and open space purposes.
- 3. Except as amended herein, the Agreement and Lease shall remain in full force and effect.
- 4. This Fourth Amendment to Agreement and Lease shall be effective upon its complete execution by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to Agreement and Lease to be executed.

COUNTY OF JEFFERSON
STATE OF COLORADO

By _____
Donald Rosier, Chairman
Board of County Commissioners

STATE OF COLORADO)
).ss
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this ____ day of _____, 2012, by Donald Rosier as Chairman of the Jefferson County Board of Commissioners.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

APPROVED AS TO FORM:

Steven L. Snyder
Assistant County Attorney

ATTEST:

CITY OF GOLDEN

City Clerk

By: _____
_____, Mayor

STATE OF COLORADO)
).ss
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this ____ day of _____, 2012, by
_____ as Mayor of the City of Golden.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

FOURTH AMENDMENT TO AGREEMENT AND LEASE

THIS FOURTH AMENDMENT TO AGREEMENT AND LEASE, dated for reference purposes only this 27th day of AUGUST, 2012, is made and entered into by and between the COUNTY OF JEFFERSON, a body politic and corporate (the "County") and 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 (the "City").

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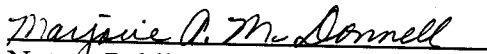
COUNTY OF JEFFERSON
STATE OF COLORADO

By 
Donald Rosier, Chairman
Board of County Commissioners

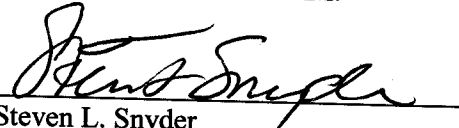
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COUNTY OF JEFFERSON)

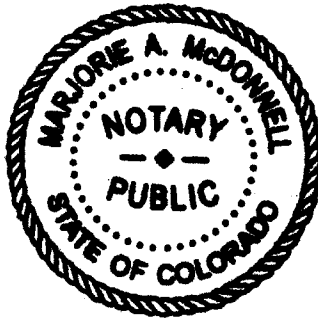
Subscribed and sworn to before me this 29th day of August, 2012, by Donald Rosier as Chairman of the Jefferson County Board of Commissioners.

WITNESS my hand and official seal.
My commission expires: 7-15-2016

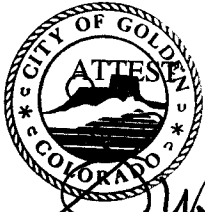

Notary Public

APPROVED AS TO FORM:


Steven L. Snyder
Assistant County Attorney







CITY OF GOLDEN

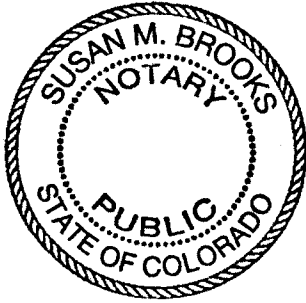
Susan M. Brooks
City Clerk

By: Mayor N. Sloan
Mayor N. Sloan, Mayor

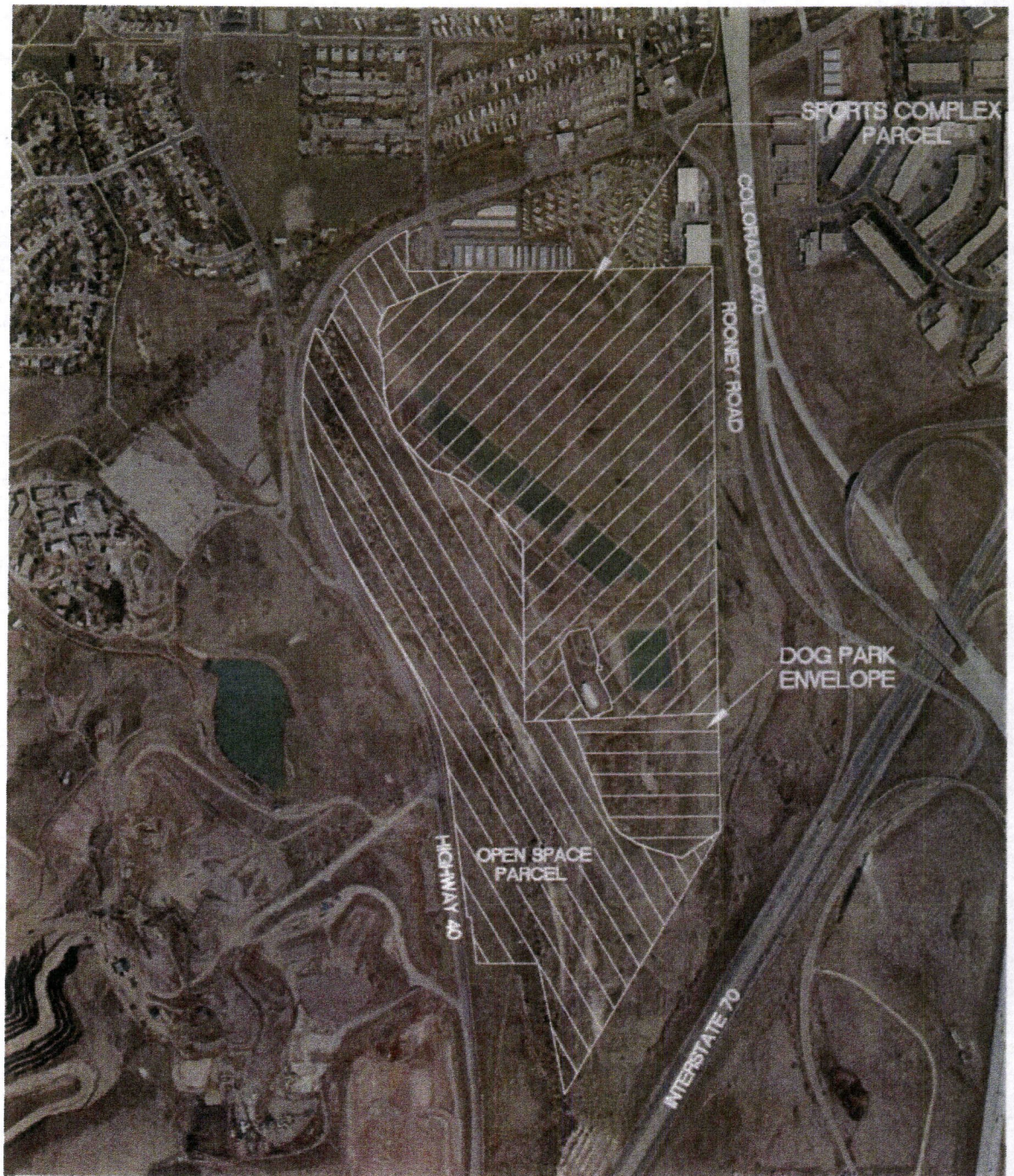
STATE OF COLORADO)
).ss
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this 9th day of Aug, 2012, by
Mayor N. Sloan as Mayor of the City of Golden.

WITNESS my hand and official seal.
My commission expires: 10/06/2013



Susan M. Brooks
Notary Public



NOT TO SCALE

APRIL 26, 2012