

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COLORADO SCHOOL OF MINES AND THE CITY OF GOLDEN REGARDING COORDINATION OF CAMPUS CAPITAL CONSTRUCTION

This Intergovernmental Agreement (IGA) is entered into between the City of Golden, hereinafter “Golden” and the State of Colorado, acting by and through the Board of Trustees of the Colorado School of Mines, for the use and benefit of the Colorado School of Mines, hereinafter “Mines” on the last date written below.

WHEREAS, Golden and Mines are longstanding institutions that have grown and thrived together as neighbors over a period of nearly 150 years; and

WHEREAS, Golden and Mines recognize that together they offer the Golden community benefits in the areas of educational opportunities, economic development, and cultural richness; and

WHEREAS, Golden and Mines have engaged in multiple agreements over the years reflecting the collaborative nature of the partnership; and

WHEREAS, it is the intent and desire of the Parties to continue to work collaboratively to best serve the interests of each party and of the community; and

WHEREAS, Mines and Golden have adopted respective strategic planning documents that enable facility and infrastructure initiatives that meet their respective strategic goals; and

WHEREAS, it is the intent and desire of the Parties to foster transparency, communication, and dialogue between Mines, Golden, and the members of the Golden community; and

WHEREAS, it is the intent and desire of the parties to replace and supersede an existing agreement dated January 28, 2010 about master planning and the 2007 verbal agreement by the then Mines President and the then Mayor of Golden regarding capital development process; and

WHEREAS, Mines and Golden acknowledge their differing legal positions as to the applicability of and compliance with zoning and other municipal regulations; and

WHEREAS, the Parties agree to maintain their respective legal positions in these areas notwithstanding this Agreement; and

WHEREAS, this Agreement does not abrogate the legal authority of either Golden or Mines; and

WHEREAS, Mines completed a Campus Master Plan update in 2019 that identifies projected land uses and capital construction at a conceptual level for the period of the effectiveness of such Campus Master Plan; and

WHEREAS, the Parties desire to formalize their arrangement regarding capital construction in this Agreement in order to clarify expectations for future developments and continue to work collaboratively in a manner that serves the interests of the Parties and the members of the Golden community.

NOW THEREFORE, in consideration of the covenants and promises herein contained, the Parties agree as follows:

AGREEMENT

1. Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

- a. "Campus Master Plan" shall mean the master planning document completed by the Colorado School of Mines in the fall of 2019, for submission to the Colorado Department of Higher Education, as required by C.R.S. § 23-1-106 *et seq.*, that sets forth the guiding principles by which facilities and other capital construction projects will be developed on Mines-owned or controlled land between 2018 and 2028 in support of Mines' educational mission and goals, including but not limited to the facilities that Mines currently utilizes or that it will need to acquire, land uses, building forms and open spaces. For the purposes of this agreement, Mines agrees that the Campus Master Plan is supplemented to include those building height, stepback, and setback restrictions pertaining to Mines' buildings that are depicted in Exhibit A attached hereto. Any reference to the Campus Master Plan in this agreement shall include such plan as supplemented by Exhibit A.
- b. "Campus Master Plan Area" shall mean the area of land or individual properties that are owned or controlled by Mines, as further described in the Campus Master Plan, together with any facilities, buildings, structures or other improvements situated thereon, that are encompassed within the scope of the Campus Master Plan and that are subject to the scope of this Agreement.
- c. "City Representative" shall mean the City of Golden Director of Community and Economic Development.
- d. "Development Project" shall mean any new construction, addition, alteration, major exterior renovation or expansion of an existing or newly acquired building, facility or structure, consisting of 20,000 square feet or more, by Mines. Renovations that are interior to a building, facility, or structure and do not impact the exterior of the building, facility, or structure are exempt from the review processes set forth in this Agreement.

- e. “Geographic Area Subject to this Agreement” shall mean the area within the Campus Master Plan Area as that area is designated on the date of this Agreement, as well as any additional properties that are in the 12th Street Historic District, or within the area bounded by 15th Street (as extended to US Hwy 6) on the Northwest, Ford Street on the Northeast, 19th Street on the Southeast, and US Hwy. 6 on the Southwest, but excluding any areas of land or individual properties within the Campus Master Plan Area that are surrounded exclusively by Mines-owned properties.
 - f. “Historically Designated Properties” shall mean any properties listed on the National or State Register of Historic properties acquired after the date of this agreement that are located in the 12th Street Historic District, the Courthouse Hill area (which includes the 1400 block of Washington Avenue and the west side of the 1500 block of Washington Avenue), or the neighborhood bounded by 19th Street, Cheyenne Street (both sides), 18th Street and Washington Avenue.
 - g. “Golden Comprehensive Plan” shall mean the City of Golden Comprehensive Plan dated June 1, 2011, as adopted by Planning Commission Resolution No. PC 11-23, and as amended and approved the Golden City Council by Resolution No. 2133 on June 16, 2011, including any amendments.
 - h. “Mines Representative” shall mean the University Architect and/or designated representative.
2. Term. The initial term of this Agreement shall commence upon the date of the latest signature of either party, and shall expire on December 31, 2025 (“Initial Term”), unless earlier terminated as provided herein or extended by mutual, written agreement signed by duly authorized representatives of the Parties.
3. Golden Land Development and Planning. From time to time, Golden may undertake efforts to review and consider amendments or updates to the Golden Comprehensive Plan. Golden will provide an opportunity for Mines to review and comment on any proposed updates or amendments to the Golden Comprehensive Plan involving regions or areas adjacent to the campus or property owned by Mines under the following parameters:
- a. If Golden intends to undertake an amendment to the Golden Comprehensive Plan, it shall notify Mines’ Designated Representative and provide Mines a copy of the most current proposed amendment.
 - b. Before adoption of any substantive amendment, Golden shall hold at least three (3) public meetings to allow public input opportunities to identify areas of mutual interest, including at least once in the beginning of the process prior to the development of alternative scenarios or actions. Such public meeting will be preceded by at least 12 days’ notice.
 - c. Staff from Mines will be represented on any staff or community based project steering or advisory committee that is established by Golden.

- d. At any point during the respective planning processes, at the request of Mines, the City will host an informal briefing of their proposed amendment for the benefit of the governing board of Mines.
 - e. Golden shall, in good faith, give careful and comprehensive consideration to the input and suggestions provided by Mines in the preparation and evaluation of alternatives and recommendations of the respective plan amendments.
 - f. Golden's project team for any such project will maintain on-going informal communication channels throughout the project for campus and community updates and engagement through appropriate media, such as websites or other suitable means.
4. Mines' Land Development and Planning. As a Colorado state institution of higher education, any property owned by Mines is subject to the laws and regulations promulgated by the State of Colorado. Mines agrees that use and development of Mines' property within the Geographic Area Subject to this Agreement will substantially conform to its Campus Master Plan. Mines will provide an opportunity for Golden to review and comment on any proposed amendments to the Campus Master Plan, as well as any proposed Development Project renovations, pursuant to the following process:
- a. As soon as practical, Mines will notify the City Representative of its intent to amend the Campus Master Plan or to engage in a proposed Development Project. Following the completion of a schematic design or proposed Master Plan amendment, Mines will present details of the proposed Development Project or Master Plan amendment to the City Representative for internal review by City departments.
 - b. Following submission of the proposed Development Project or Master Plan amendment to the City Representative, Mines will hold a public, neighborhood informational session for the purpose of presenting the proposed Development Project or Master Plan amendment to the public and to gather input related to the proposed Development Project or Master Plan amendment. Mines shall be responsible for scheduling the neighborhood informational session and agrees to provide sufficient and reasonable notice to the Golden community in advance of the neighborhood session. The Parties agree that any neighborhood informational sessions may be delivered and conducted utilizing different formats, which may include, but are not limited to, in-person meetings, remote/virtual meetings, or some combination thereof. Mines will, in good faith, consider revising the design of the proposed project or Master Plan amendment based on the input received.
 - c. Mines will hold a second public meeting to present the revised Development Project design or revisions to the proposed Master Plan amendment in relationship to any input provided, and explain what changes have been made or

rejected. Notice will be provided in the same manner as provided for the initial neighborhood informational session. In addition, the City Council will be invited to this second meeting. The presentation will include a discussion of the Development Project purpose and design or Master Plan amendment, a review of the input received from City staff and the community, and a discussion of what changes have been made or rejected according.

- d. Within 20 days after the second meeting, the City Council may provide a written set of comments on the project. Based upon the mutual goals stated herein, Mines will, in good faith, give serious consideration to any issues of significant concern raised by the City Council. For any written comments submitted by the City Council, Mines will provide a written reply as to how it intends to address specific City Council concerns prior to the start of construction of the Development Project or adoption of the Master Plan amendment or why it has determined that such concerns cannot be addressed. Discussion of Mines' written reply to the City Council in this meeting, and potential resolution of any differences between the parties, may include a discussion of whether additional joint discussion could help resolve remaining issues, such additional joint discussions not to exceed an additional 14 days. The entirety of the process set forth in Paragraphs 4(b) – (d) shall not extend beyond forty-eight (48) days from the date of the first public, neighborhood informational session.
- e. Golden staff will be represented on any Campus Master Plan steering or advisory committee that is established by Mines.
- f. Mines acknowledges that Mines' Development Projects can create infrastructure impacts on the community. As a means of addressing the potential impact of its Development Projects, Mines agrees to work with the City to allocate responsibility (including financial contributions, as appropriate) for infrastructure impacts that are created as a direct result of Mines' Development Projects.
- g. Mines agrees to keep the community informed of Development Projects on campus through the Mines website, email lists, or meetings, as appropriate.

5. Mines' Property Acquisition.

- a. For property acquired by Mines that is located within the Geographic Area Subject to this Agreement, but outside the Campus Master Plan Area, Mines will amend its Campus Master Plan to incorporate such property prior to commencement of a Development Project on such property. Master plan amendment review will proceed under the provisions described in Section 4 of this agreement.

- b. For property fronting on Washington Avenue or located to the east of Washington Avenue acquired by Mines after January 2018, Mines recognizes the important community character issues related to building scale and design, and commits to the following limitations:
 - i. Building heights facing Washington shall not exceed thirty-five (35) feet in height as measured at the Washington Street front property line.
 - ii. Building heights facing Jackson Street shall not exceed fifty (50) feet in height as measured at the Jackson Street front property line.
 - iii. Building heights for buildings located east of the alley alignment between Jackson and Ford Streets shall not exceed thirty-five (35) feet as measured at the Jackson and Ford Streets property line.
 - iv. For those structures located within a flood zone as defined by the Federal Emergency Management Administration (FEMA) maps, the grade shall be defined as one foot above the base flood elevation (BFE) as defined by (FEMA), but not to exceed five feet above grade as typically defined.
 - c. The limitations set forth in paragraph 5(b)(i) – (iv) herein shall not apply to any property that exceeds these limitations at the time of acquisition by Mines.
 - d. In the event Mines acquires ownership or control of any Historically Designated Properties, Mines shall follow the National Park Service regulations with regard to such properties.
 - e. Mines hereby indicates that at this time it has no intention of acquiring additional residential properties in the below two neighborhoods, however, in the event of such an acquisition, Mines agrees, for the term of this Agreement, not to initiate redevelopment of any acquired properties located in the 12th Street Historic District, and the neighborhood bounded by 19th Street, Cheyenne Street (both sides), 18th Street and Washington Avenue.
6. Reservation of Rights.
- a. Nothing in this Agreement shall be construed to prejudice, limit, impair or otherwise abrogate Mines' legal position that it is immune from local zoning ordinances or land use regulations in the course of exercising its statutory powers with regard to state-owned or state-controlled land.
 - b. Nothing in this Agreement shall be construed to prejudice, limit, impair or otherwise abrogate Golden's exercise of its zoning authority with regard to land within its territorial jurisdiction.
7. Termination. Either Party may terminate this Agreement by providing ninety (90) days advance written notice to the other Party. Notices shall be mailed to the designated parties as specified in Section 8.

8. Notices. For purposes of notice required to be provided under this Agreement, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail (Email) or hand-delivered to the following representatives of the parties at the following addresses:

For Mines:
Colorado School of Mines
Attention: Kirsten Volpi, Executive Vice President
1500 Illinois Street
Golden, CO 80401
kvolpi@mines.edu

For Golden:
City of Golden
Attention: Jason Slowinski, City Manager
911 10th Street
Golden, CO 80401
jslowinski@cityofgolden.net

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.
10. Counterparts. This Agreement may be executed in multiple counterparts, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument.
11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue for any litigation arising out of or relating to this Agreement shall be in the Jefferson County District Court.
12. Contingencies. This Agreement shall be subject to, and the effectiveness of this Agreement shall be contingent upon, the enactment of certain amendments to the Golden Municipal Code as are necessary, in Golden's sole discretion, to authorize the use of land and buildings owned or controlled by Mines as contemplated in this Agreement. If Golden does not enact any such Code amendments within twelve months of the date of this agreement, then this Agreement shall be void and of no effect.

CITY OF GOLDEN

**STATE OF COLORADO, acting by and
through the Board of Trustees of the
Colorado School of Mines, for and on behalf
of the Colorado School of Mines**

By: _____
Laura Weinberg
Mayor
City of Golden

By: _____
Paul C. Johnson
President
Colorado School of Mines

Date: _____

Date: _____

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