




**PLANNING AND DEVELOPMENT DEPARTMENT**  
**MEMORANDUM 13-40**

**DATE:** September 23<sup>rd</sup>, 2013  
**TO:** Honorable Mayor Joyce Downing and City Council Members  
**FROM:** John Pick, City Manager   
David H. Willett, Public Works Director   
Brook Svoboda, Director of Planning and Development   
**SUBJECT:** CR-87, Adams County E-911 (ADCOM-911) Permanent Easement for Fiber Optic Infrastructure

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**ITEM/ISSUE**

Attached is Council Resolution 87, a resolution that if approved would grant a permanent utility easement for fiber optic infrastructure at the 112<sup>th</sup> water tank property.

**BACKGROUND**

ADCOM 911 is requesting the easement to connect fiber optic infrastructure that exists along 112<sup>th</sup> Avenue to their communications shed, at the water tank property, on the south side of 112<sup>th</sup> Avenue. The fiber optic connection will act as a more secure and robust connection to their existing communication tower. Current communications are handled by wireless microwave signals. The installation of a buried fiber optic line will retire their existing microwave system that is susceptible to adverse weather conditions. The installation of the fiber connection will also provide enhanced communication benefits to the City's Police Department, the North Metro Fire Rescue District, and other Emergency Management Services throughout the region. ADCOM has federal grant cycle project requirements to complete the project by the end of September, 2013.

**BUDGET IMPLICATIONS**

There are no direct budget implications at this time.

**STAFF REFERENCE**

David Willett, Director of Public Works - [dwillett@northglenn.org](mailto:dwillett@northglenn.org), 303.450.8783 or Brook Svoboda, Director of Planning and Development - [bsvoboda@northglenn.org](mailto:bsvoboda@northglenn.org), 303.450.8937

**ATTACHMENTS**

- ATTACHMENT 1    Aerial Maps
- ATTACHMENT 2    Letter of Request from ADCOM

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-87  
Series of 2013

\_\_\_\_\_  
Series of 2013

A RESOLUTION APPROVING A PERMANENT UTILITY EASEMENT BETWEEN THE CITY OF NORTHGLENN AND ADAMS COUNTY COMMUNICATIONS CENTER, INC.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council hereby approves the Utility Easement Agreement between the City of Northglenn and Adams County Communications Center, attached hereto as **Exhibit 1**, and authorizes the Mayor to execute the same on behalf of the City.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

EXHIBIT 1

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this 16 day of September, 2013 between ADAMS COUNTY COMMUNICATIONS CENTER, INC., a Colorado public entity ("ADCOM"), hereinafter referred to as Grantee, party of the first part, and the CITY OF NORTHGLENN, COLORADO, a Colorado Municipal Corporation, hereinafter referred to as Grantor, party of the second part. Grantor and Grantee shall be referred to collectively as the "Parties" or individually as a "Party".

1. **Consideration and Description.** In consideration of Grantee granting to Grantor the right to use 10 strands of the fiber optic cable Grantee is installing from the Cherokee Water Tank located at 11200 Cherokee Street to 120th and Grant Street, Grantor hereby grants, conveys, and quitclaims to Grantee a nonexclusive easement for the construction, maintenance, repair, upgrade, removal, and replacement of fiber optic telecommunications infrastructure and appurtenances thereto (the "Facilities"), in, upon, over, under, through, and across that property described in "Exhibit A" attached hereto and hereinafter referred to as the "Easement".

2. **Infringement and Correction.** Grantee is hereby given and granted possession of the Easement for the purposes aforesaid, and Grantor agrees that no tree, structure, fixture, improvement, or obstruction above or below ground that will interfere with the purposes aforesaid will be planted, placed, erected, installed, or permitted on the Easement. Nothing in this Section 2 shall be interpreted to prevent Grantor from installing or constructing driveways, parking lots, sidewalks, curbs, private utility service lines crossing at no less than forty-five degree angles, and landscaping other than trees, on, in, or across the Easement.

3. **Operation and Maintenance.** The operation and maintenance of the Facilities within the Easement shall be the responsibility of the Grantee; provided, however, if the Grantor in good faith believes Grantee has failed to operate and/or maintain the Facilities such that the Facilities or a portion thereof are performing materially below the Facilities' design specifications, the Grantor shall provide the Grantee fifteen (15) business days notice of such deficiency. If Grantee fails to correct the deficiency, or to take substantial steps toward correcting the deficiency, within the fifteen (15) business days notice period, the Grantor may enter on the Easement and take such actions as are reasonably necessary to correct the deficiency, and Grantee shall pay the cost of such corrective work no later than thirty (30) calendar days after receipt of an invoice from Grantor describing the corrective work performed. Notice under this Section 3 shall be given by hand delivery or certified mail, return receipt requested to:

Attn: Executive Director  
Adams County Communications Center, Inc.  
7321 Birch St.  
Commerce City, CO 80022

Attn: WSM  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Obligations of Grantee.**

a. All work performed by Grantee on the Easement shall be done with care, and all damage to Grantor's land and improvements, to the extent said improvements are constructed or installed in accordance with Section 2 of this Agreement, shall be paid for or repaired at the expense of Grantee.

b. Grantee shall protect the Easement from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

c. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement or any other lands owned by Grantor.

d. If Grantor determines in its sole discretion that the Facilities are interfering with Grantor's use of the property subject to the Easement, Grantee shall relocate the Facilities at its Grantee's sole cost; provided that Grantor shall use reasonable efforts to provide Grantee at no cost with other property owned by Grantor for the relocation of such Facilities.

**5. Grantor's Retained Rights and Obligations.** Subject to the rights of the underlying property owner, Grantor shall have all rights to the property subject to the Easement not granted hereby.

**6. Access.** It is agreed that the easement hereby granted includes the necessary right of access by Grantee across other land of Grantor. Grantee agrees to use care in the exercise of this right and to utilize only, to the extent practicable, driveways and parking lots for access.

**7. Abandonment.** In the event of abandonment of this Easement by Grantee, all right, privilege, and interest herein granted shall end, and Grantee shall promptly execute and record an instrument relinquishing all rights under this Agreement.

**8. Assignment.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the respective successors, grantees and assigns of the Parties, and the burdens and benefits of the provisions of this Agreement shall be deemed covenants running with said Easement.

**9. Miscellaneous.** This Agreement may only be amended by a document signed by the Parties or their successors, grantees or assigns. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Adams County, Colorado. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions shall remain effective and shall be enforced to the fullest extent permitted by law.

**CITY OF NORTHGLENN, COLORADO,**  
a Colorado Municipal Corporation,

\_\_\_\_\_  
State of Colorado     )  
                                  ) ss.  
County of             )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2013 by

\_\_\_\_\_  
Witness my hand and official seal. \_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_.

**ADAMS COUNTY COMMUNICATIONS CENTER, INC.**  
a Colorado public entity,

William T. Malone

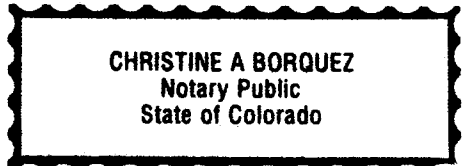
State of Colorado     )  
                                  ) ss.  
County of             )

The foregoing instrument was acknowledged before me this 16<sup>th</sup>  
day of September, 2013 by

William T. Malone

Witness my hand and official seal. Christine A. Borquez  
Notary Public

My Commission expires 3-3-15.



CHEROKEE FIBER RUN  
20' Utility Easement  
6-18-2013 - #2013-083

Revised 9-13-2013

Legal Description-Exhibit A

An 8 foot utility easement being a part of the of the SW ¼ of Section 3, T. 2 S., R. 68 W., of the 6<sup>th</sup> P.M., County of Adams, State of Colorado and being more particularly described as follows:

Commencing at the Southwest corner of said Section 3, whence the South ¼ Corner thereof bears N 89°56'03" E, a distance of 2652.50 feet;  
Thence N 85°08'02" E, a distance of 1553.53 feet to a point on the South Property Line of Parcel # 01719-03-0-00-022, said point also being the POINT OF BEGINNING;  
Thence N 00°03'57" W, a distance of 150.81 feet to the North Property line of Parcel #1719-03-0-004;  
Thence N 89°56'03" E, a distance of 8.00 feet to the North East property corner of said Parcel #1719-03-0-004;  
Thence N 00°03'57" W, along the East property line of Parcel # 1719-03-3-00-005 a distance of 150.08 feet ;  
Thence N 89°56'03" E, a distance of 8.00 feet:  
Thence S 00°03'57" E, 167.36 feet to the North property line of Parcel 1719-03-0-00-016;  
Thence S 89°56'03" W, along the North property line of said Parcel 1719-03-0-00-016 8.00 feet to the North West property corner of said Parcel 1719-03-0-00-016;  
Thence S 00°03'57" E, along the West property line of said Parcel 1719-03-0-00-016 a distance of 133.53 feet to the South line of Parcel 1719-03-0-00-022  
Thence S 89°56'03" W, along the South property line of said Parcel 1719-03-0-00-022 a distance of 8.00 feet, more or less, to the POINT OF BEGINNING;

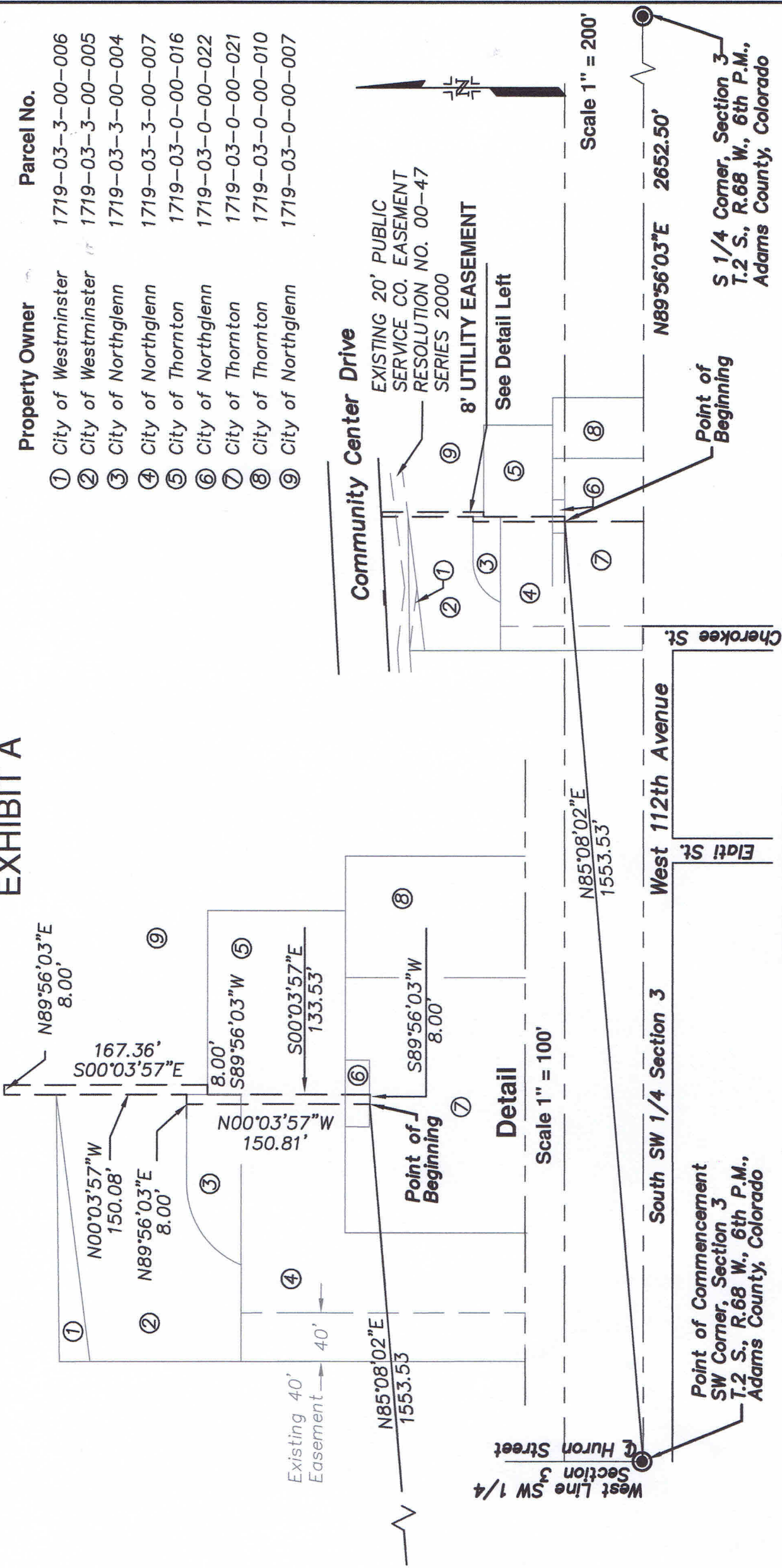
Containing 2545 square feet or 0.058 Acres, more or less.

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Richard P. Palmer, L.S. # 25375  
as to description only



# EXHIBIT A



Property Owner	Parcel No.
① City of Westminster	1719-03-3-00-006
② City of Westminster	1719-03-3-00-005
③ City of Northglenn	1719-03-3-00-004
④ City of Northglenn	1719-03-3-00-007
⑤ City of Thornton	1719-03-0-00-016
⑥ City of Northglenn	1719-03-0-00-022
⑦ City of Thornton	1719-03-0-00-021
⑧ City of Thornton	1719-03-0-00-010
⑨ City of Northglenn	1719-03-0-00-007

Community Center Drive  
 EXISTING 20' PUBLIC SERVICE CO. EASEMENT RESOLUTION NO. 00-47 SERIES 2000

8' UTILITY EASEMENT

See Detail Left

Scale 1" = 200'

N89°56'03"E 2652.50'

Point of Beginning

S 1/4 Corner, Section 3  
 T.2 S., R.68 W., 6th P.M.,  
 Adams County, Colorado

West Line SW 1/4 Section 3  
 Huron Street

Point of Commencement  
 SW Corner, Section 3  
 T.2 S., R.68 W., 6th P.M.,  
 Adams County, Colorado

## 8' UTILITY EASEMENT

Revised-esmt 09/13/13	Revised-esmt 09/16/13	Revised-esmt 09/16/13
Drawn By: MAC	Scale: 1"=200'	Job Number: 2013-083
Checked By: RPP	Date: 06/17/13	

PWSI, INC

LAND SURVEYING-MAPPING-CONSTRUCTION GPS  
 3545 SOUTH PLATTE RIVER DRIVE SUITE M-3  
 SHERIDAN COLORADO 80110  
 PHONE (303) 904-1345  
 FAX (303) 904-1346  
 EMAIL RICK@PWSI.NET

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



ATTACHMENT 1

CITY OF NORTHGLENN

GREENS OF NORTHGLENN LIMITED PARTNERSHIP

CITY OF NORTHGLENN

CITY OF NORTHGLENN

CITY OF NORTHGLENN

FIBER ROUTE THROUGH ROW

APPROX. PULL BOX LOCATION

CITY OF WESTMINSTER

CITY OF NORTHGLENN

CITY OF WESTMINSTER

FIBER ROUTE THROUGH EASEMENT

CITY OF NORTHGLENN

CITY OF THORNTON

BARRY DAMON ODELL AND

CITY OF NORTHGLENN

CITY OF NORTHGLENN

CITY OF THORNTON

CITY OF THORNTON

BRANDT JOHN HENRY AND NEWCOMER HAROLD E

BARTO PAUL AND

RT C AND HALEY BRENT W AND

TANNER JEDD AND

BRIGGS LYNN V

ING WILLIAM E AND

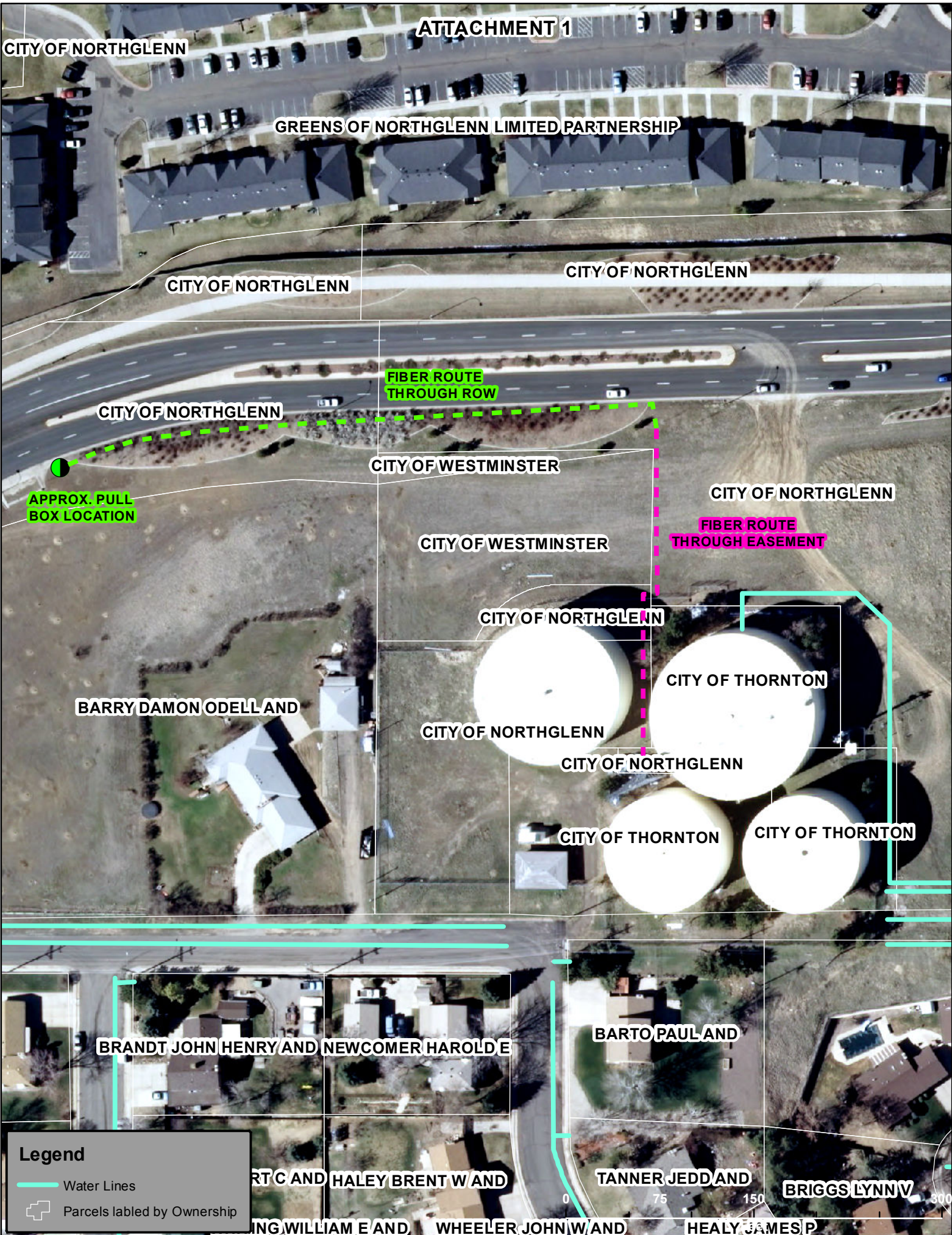
WHEELER JOHN W AND

HEALY JAMES P

Legend

Water Lines

Parcels labeled by Ownership





## ATTACHMENT 2



### ADAMS COUNTY COMMUNICATION CENTER, INC.

7321 BIRCH STREET  
COMMERCE CITY, COLORADO 80022  
TELEPHONE (303) 289-2235  
TELEFAX (303) 287-2942

August 30, 2013

To Whom It May Concern:

ADCOM911 is requesting a utility easement on the Cherokee water tank site, located at 112<sup>th</sup> Avenue and Cherokee Street. The purpose of the easement is to finalize the construction of fiber optic cabling from the pull box just North of the water tanks into the ADCOM911 equipment building located at the water tank site. The fiber optic construction along the roadway has already been completed, from just outside the water tank site at 112<sup>th</sup> Avenue and Cherokee, following northeast along Community Center Drive, to terminate at 120<sup>th</sup> Avenue and Grant Street.

This fiber optic network connection will serve the data needs of both Police and Fire agencies across all of Adams County, including both the Northglenn Police Department and the North Metro Fire Rescue District. The Cherokee site is a major backhaul and aggregation point for mission critical radio, voice and data communications for the above mentioned entities. The services provided here are key to the successful operation of both Police, Fire and EMS in the area. ADCOM911 is currently implementing a new Land Mobile Radio (LMR) system, which is the primary method of communication with First Responders in the Adams County area. The Cherokee site will be one of the prime broadcast sites for the LMR system. In addition, the Northglenn Police rely heavily upon data services housed at ADCOM. Both of these services are currently accessed through a microwave connection, which is susceptible to adverse weather conditions. The easement requested here will allow us to complete the fiber connection into the building, and transport both the LMR communications and hosted data services through a faster, more reliable connection.

In addition, when the fiber connection is completed, the City of Northglenn will have access to additional services that are not available today. If the City chooses, they may interconnect directly with any other City currently using the fiber network, which includes Adams County, the City of Brighton, and the City of Commerce City. The City of Thornton will be interconnected during the 1<sup>st</sup> quarter of 2014, and will be available for direct communication at that time. The City of Westminster has expressed interest in the interconnectivity, which may also become an option. The connectivity could be used for sharing data between planning departments, public works, water departments, or any other application the entities find appropriate and beneficial. We also understand the City of Northglenn has the desire to place cameras at the Cherokee site to monitor site access and security, and the fiber connection will easily facilitate this goal. Numerous benefits can be realized if the easement is granted and we are allowed to complete this last segment of construction.

Please feel free to contact me directly with any further questions. We look forward to your response.

Sincerely,

Scott Newman  
Deputy Director, ADCOM911  
(303) 227-7119