

SPONSORED BY TRUSTEE

TRUSTEE'S BILL

ORDINANCE NO.

NO. 02-15  
Series of 2002

02-15  
Series of 2002

**TITLE: ABILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND THE WELD COUNTY SCHOOL DISTRICT Re-3J (KEENESBURG) REGARDING THE LEASE BY THE TOWN OF A SITE FOR THE INSTALLATION OF A RADIO TRANSMISSION TOWER**

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF HUDSON, COLORADO, THAT:

Section 1. The Board of Trustees of the Town of Hudson hereby approves the Intergovernmental Agreement between the Town of Hudson and the Weld County School District Re-3J (Keenesburg), which is attached hereto as Exhibit A and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town of Hudson, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days after final publication.

INTRODUCED, READ IN FULL, AND ADOPTED this 26<sup>th</sup> day of June, 2002.



TOWN OF HUDSON, COLORADO

Charles E. Rossi  
Charles E. Rossi, Mayor

ATTEST:

Judy Larson  
Judy Larson, Town Clerk

PASSED ON SECOND AND FINAL READING this 10<sup>th</sup> day of July, 2002, AND ORDERED PUBLISHED ONCE IN FULL.

TOWN OF HUDSON, COLORADO

Charles E. Rossi

Charles E. Rossi, Mayor



ATTEST:

Judy Larson  
Judy Larson, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann  
Corey Y. Hoffmann, Town Attorney

## INTERGOVERNMENTAL AGREEMENT

BETWEEN WELD COUNTY SCHOOL DISTRICT Re-3J (KEENESBURG) AND  
TOWN OF HUDSON, COLORADO

THIS AGREEMENT is made this *10<sup>th</sup>* day of *July*, *2002*, by and between WELD COUNTY SCHOOL DISTRICT Re-3(J) (KEENESBURG) (hereinafter "the District") and TOWN OF HUDSON, COLORADO (hereinafter "the Town"),

WHEREAS, the District desires to install radio transmission tower on property of the Town in order to carry out the School District functions; and

WHEREAS, the Town is willing and able to provide such a site and has determined that such use of the site will also be beneficial to the Town,

NOW, THEREFORE, in consideration of the preceding and the covenants herein, it is agreed as follows:

### 1.0 Lease of Site

1.1 The Town hereby leases the site described as set out in Exhibit A to the District.

1.2 The term of the lease shall be for one year, renewed automatically for up to twenty (20) , one year terms, and thereafter may be renewed on a year-to-year basis upon sixty (60) days written notice by the District and the mutual consent of the Town. The rental to be paid by the District to the Town shall be \$1.00 per year.

### 2.0 Use of Site

2.1 The District shall have independent access to and use of the site for the purposes of installing, operating and maintaining tower in accordance with District specifications. The Town shall provide utilities to the site in accordance with established rates. The District may enter into subleases for the co-location of tower or similar facilities subject to Town review and approval; however, such approval shall not be unreasonably withheld. Any such sublease lessee, if not exempt, shall be required to comply with Town ordinances requiring permits applicable to such activities.

2.2 The Town shall have concurrent access to and use of the site during the term of the lease, provided that no access or use by the Town shall interfere with the use of the site for District purposes, except as otherwise expressly provided herein.

2.3 The Town shall have the right to utilize the tower in conjunction with the District without any charge, except for reimbursement of incremental

costs, provided such use is technically feasible and will result in no interference with School District use.

- 2.4 The tower shall meet applicable state and federal code requirements, if any; shall be operated and maintained in a safe, proper and workman-like manner, and shall be maintained in good condition.

### 3.0 Uninterrupted Operation

- 3.1 The Town shall in no way interfere with or interrupt use of the tower by the District. Notwithstanding the preceding, in the event the Town has a need to remove or replace water tanks at the lease site and such cannot be accomplished without temporary removal of the tower, the District shall be responsible for the reasonable cost of removing and replacing the tower. Such removal shall follow not less than 30 days written notice from the Town to the District, and shall be scheduled at a time convenient to the District. In no event shall such an interruption exceed a period of 14 days.

### 4.0 Representations

- 4.1 The Town represents that it has clear and complete title to the property and that it has the authority and has undertaken all procedural requirements necessary to enter into this Agreement.
- 4.2 The District represents that it has the authority to construct the tower and to use it for the purposes contemplated, and that it has the authority and has taken appropriate steps to enter into this Agreement.

### 5.0 Miscellaneous

- 5.1 Any disputes arising between the parties shall be initially addressed by the Town Administrator and the Superintendent of the District. Reasonable and good faith effort shall be undertaken by both parties to resolve the dispute. In the event the initial resolution of the issues cannot be reached by the representatives of the parties, the parties will undertake at least one joint meeting of their respective Boards in an attempt to resolve the dispute. Failing to finally resolve the dispute at the joint meeting, either party shall retain the ability to seek legal remedy in a court of local jurisdiction.

### 6.0 Termination

- 6.1 This Agreement may be terminated in the event of a substantial default by either party with 30 days written notice to the other.
- 6.2 To the extent this Agreement requires expenditures by either the Town or the District in fiscal years subsequent to the current fiscal year and for which sufficient funds have not been irrevocably reserved, this

Agreement shall be contingent upon appropriation of sufficient funds by such party for such purposes. In the event such appropriations are not made, this Agreement shall thereupon be terminated.

6.3 Upon termination of this Agreement, the District shall remove the tower at its sole expense in a reasonably prompt and proper manner; unless mutually agreeable alternatives exist.

7.0 Indemnification

7.1 The District hereby agrees to indemnify and hold harmless the Town from any damages, claims, losses, or similar matters resulting from the acts or omissions of the District, its officers, agents or employees.

7.2 The Town hereby agrees to indemnify and hold harmless the District, to the extent allowed by law, from any damages, claims, losses, or similar matters resulting from the acts or omissions of the Town, its officers, agents or employees.

7.3 The obligations of the parties pursuant to this Section 7.0 shall survive this Agreement.

TOWN OF HUDSON, COLORADO

WELD COUNTY SCHOOL DISTRICT Re-3(J)

By: Charles E. Rossi  
Charles E. Rossi, Mayor

By: Joe E. Amundson  
President, Board of Education

ATTEST:

Josephine  
Town Clerk

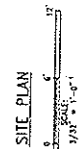
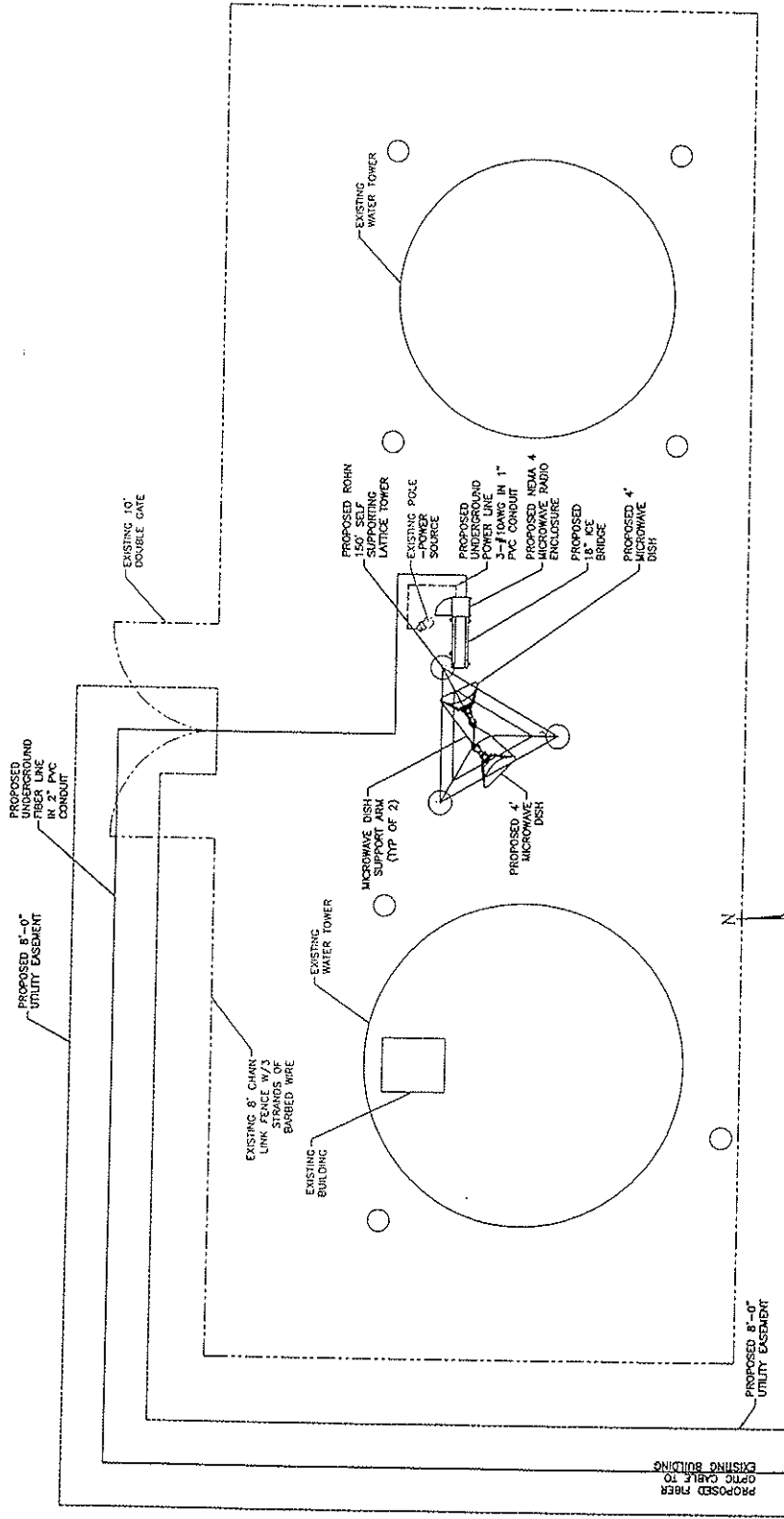


ATTEST:

Vicki Smith  
Secretary, Board of Education

**GENERAL NOTES**

1. THESE DRAWINGS ARE FOR THE SPECIFIC USE OF BUILDING A TELE COMMUNICATIONS SITE ONLY. DO NOT USE FOR ANY OTHER PURPOSE.
2. CALL 1-888-352-0752 FOR BURIED CABLE LOCATION SERVICE TWO DAYS PRIOR TO ANY EXCAVATION. ALL UNDERGROUND UTILITIES IN AREA OF CONSTRUCTION WILL BE FLAGGED.
3. ALL DIMENSIONS ARE TRUE NORTH.
4. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND UTILITIES WHETHER OR NOT REFLECTED ON DRAWINGS. HAND DIG ALL UTILITY CROSSINGS.



| NO. | DATE    | REVISIONS         |
|-----|---------|-------------------|
| 1   | 1/17/91 | ISSUED FOR REVIEW |
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ENGINEER'S SEAL

**TES**  
**TOWNER ENGINEERING SERVICES, INC.**  
 8205 SPAN N.E. SUITE F205  
 ALBUQUERQUE, NM 87109  
 PHONE: (505) 828-1930  
 FAX: (505) 828-1967

SITE INFORMATION  
 HUDSON ELEMENTARY SCHOOL  
 300 BEECH STREET  
 HUDSON, COLORADO 80642

DESIGN TYPE  
 MICROWAVE SYSTEM

SHEET TITLE  
 WATER TANK SITE PLAN  
 OPTION 2--FIBER OPTIC CABLE

SHEET NUMBER  
**G-9B**

REV. 0

| No. | DATE     | ISSUED FOR REVIEW | BY  | CHKD | APVLS |
|-----|----------|-------------------|-----|------|-------|
| 0   | 11/21/91 |                   | JCL | JF   | CP    |
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ENGINEER'S SEAL

**TES**  
**TOWER ENGINEERING SERVICES, INC.**  
 8205 SPAIN A.E. SUITE #700  
 ALBUQUERQUE, NM 87109  
 PHONE: (505) 828-1530  
 FAX: (505) 828-1967

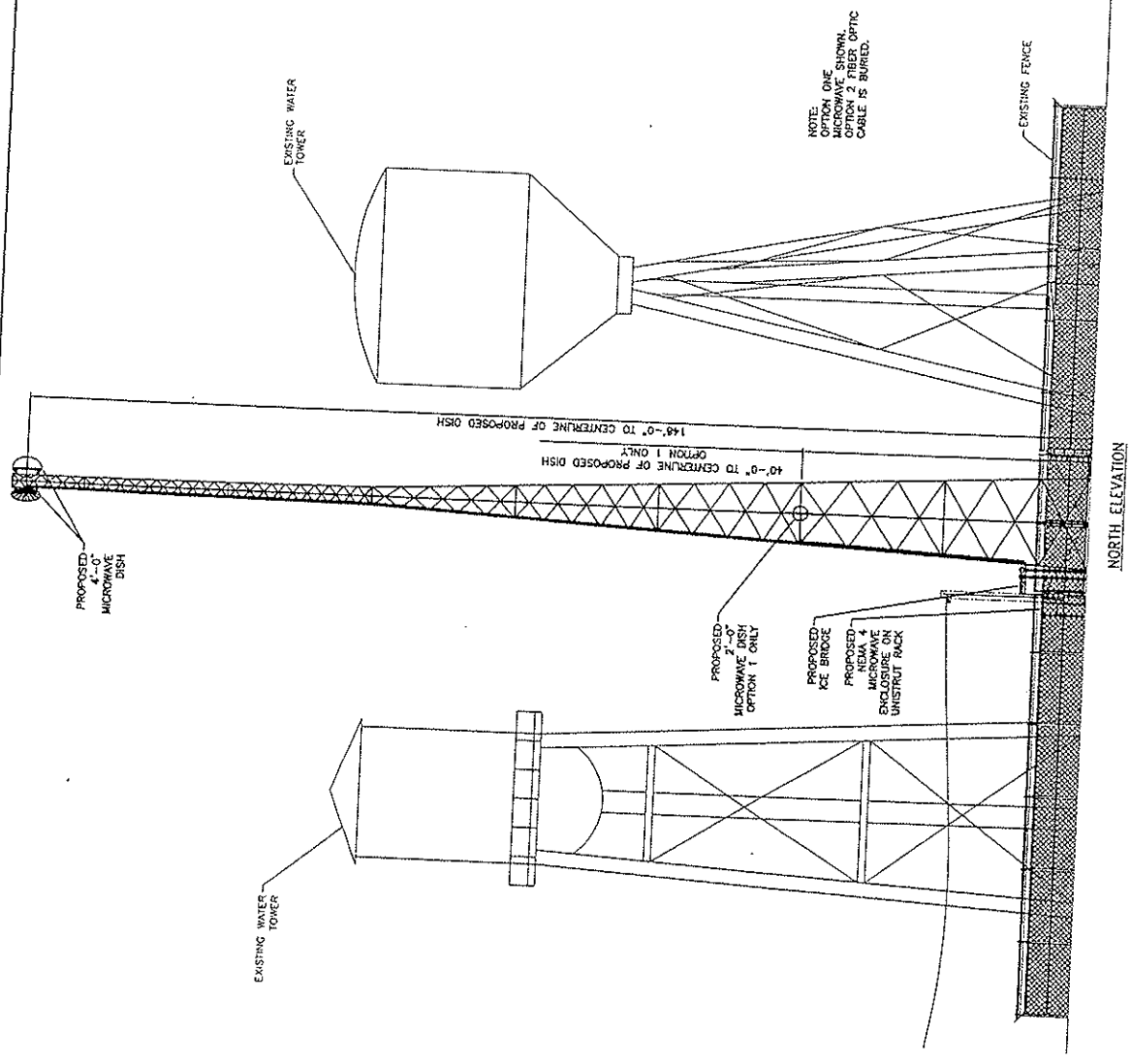
**SEE INFORMATION**  
 HUDSON ELEMENTARY SCHOOL  
 300 BEECH STREET  
 HUDSON, COLORADO 80642

**DESIGN TYPE**  
 MICROWAVE SYSTEM

**SHEET TITLE**  
 WATER TANK  
 NORTH ELEVATION  
 OPTIONS 1 AND 2

**SHEET NUMBER**  
 G-10

**REV.**  
 0



**NORTH ELEVATION**  
 1/8" = 1'-0"