

1 **BY AUTHORITY**

2 RESOLUTION NO. CR16-0355  
3 SERIES OF 2016  
4

COMMITTEE OF REFERENCE:  
Infrastructure & Culture

5 **A RESOLUTION**

6 **Amending the revocable permit granted by Resolution No. 53. Series of 2006,**  
7 **to 2620 Walnut Street, LLC, to encroach into the right-of-way at 2620 Walnut**  
8 **Street, LLC.**  
9

10 **NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY**  
11 **OF DENVER:**

12 **Section 1.** The City and County of Denver (“City”) hereby amends the revocable permit  
13 granted to 2620 Walnut Street, LLC and its successors and assigns (“Permittee”), to encroach  
14 into the right-of-way with the following additional encroachments: awnings with poles, bike racks,  
15 blade sign, roof drain, and downspouts (“Encroachments”) at 2620 Walnut Street (“Encroachment  
16 Area”), as defined in Resolution No. 53, Series of 2016.

17 **Section 2.** The revocable permit (“Permit”) granted by this Resolution is expressly  
18 granted upon and subject to each and all of the following terms and conditions:

19 (a) Permittee shall obtain a street occupancy permit from City’s Public Works Permit  
20 Operations at 2000 West 3<sup>rd</sup> Avenue, 303-446-3759, prior to commencing construction.

21 (b) Permittee shall be responsible for obtaining all other permits and shall pay all costs  
22 that are necessary for installation and construction of items permitted herein.

23 (c) If the Permittee intends to install any underground facilities in or near a public road,  
24 street, alley, right-of-way or utility easement, the Permittee shall join the Statewide Notification  
25 Association of Owners and Operators of Underground Facilities by contacting the Utility  
26 Notification Center of Colorado, 12600 West Colfax Avenue, Suite B-310, Lakewood, Colorado  
27 80215, at 303-232-1991. Further, Permittee shall contact the Utility Notification Center at 1-800-  
28 922-1987 to locate underground facilities prior to commencing any work under this Permit.

29 (d) Permittee is fully responsible for any and all damages incurred to facilities of the  
30 Denver Water and/or drainage facilities for water and sewage of the City due to activities  
31 authorized by the Permit. Should the relocation or replacement of any drainage facilities for water  
32 and sewage of the City become necessary as determined by the City’s Executive Director of  
33 Public Works (“Executive Director”), in the Executive Director’s sole and absolute discretion,  
34 Permittee shall pay all cost and expense of the portion of the sewer affected by the permitted

1 structure. The extent of the affected portion to be replaced or relocated by Permittee shall be  
2 determined by the Executive Director. Any and all replacement or repair of facilities of the Denver  
3 Water and/or drainage facilities for water and sewage of the City attributed to the Permittee shall  
4 be made by the Denver Water and/or the City at the sole expense of the Permittee. In the event  
5 Permittee's facilities are damaged or destroyed due to the Denver Water or the City's repair,  
6 replacement and/or operation of its facilities, repairs will be made by the Permittee at its sole  
7 expense. Permittee agrees to defend, indemnify and save the City harmless and to repair or pay  
8 for the repair of any and all damages to said sanitary sewer, or those damages resulting from the  
9 failure of the sewer to properly function as a result of the permitted structure.

10 (e) Permittee shall comply with all requirements of affected utility companies and pay for  
11 all costs of removal, relocation, replacement or rearrangement of utility company facilities.  
12 Existing telephone facilities shall not be utilized, obstructed or disturbed.

13 (f) All construction in, under, on or over the Encroachment Area shall be accomplished  
14 in accordance with the Building Code of the City. Plans and specifications governing the  
15 construction of the Encroachments shall be approved by the Executive Director and the Director of  
16 Building Inspection Division prior to construction. Upon completion, a reproducible copy of the  
17 exact location and dimensions of the Encroachments shall be filed with the Executive Director.

18 (g) The sidewalk and street/alley over the Encroachment Area shall be capable of  
19 withstanding an HS-20 loading in accordance with the latest AASHTO Specifications. The  
20 installations within the Encroachment Area shall be constructed so that the paved section of the  
21 street/alley can be widened without requiring additional structural modifications. The sidewalk  
22 shall be constructed so that it can be removed and replaced without affecting structures within the  
23 Encroachment Area.

24 (h) Permittee shall pay all costs of construction and maintenance of the Encroachments.  
25 Upon revocation of the permit or upon abandonment, Permittee shall pay all costs of removing the  
26 Encroachments from the Encroachment Area and return the Encroachment Area to its original  
27 condition under the supervision of the City Engineer.

28 (i) Permittee shall remove and replace any and all street/alley paving, sidewalks, and  
29 curb and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that  
30 become broken, damaged or unsightly during the course of construction. In the future, Permittee  
31 shall also remove, replace or repair any street/alley paving, sidewalks, and curb and gutter that  
32 become broken or damaged when, in the opinion of the City Engineer, the damage has been

1 caused by the activity of the Permittee within the Encroachment Area. All repair work shall be  
2 accomplished without cost to the City and under the supervision of the City Engineer.

3 (j) The City reserves the right to make an inspection of the Encroachments contained  
4 within the Encroachment Area. An annual fee, subject to change, of \$200.00 shall be assessed.

5 (k) This revocable Permit shall not operate or be construed to abridge, limit or restrict  
6 the City in exercising its right to make full use of the Encroachment Area and adjacent rights-of-  
7 way as public thoroughfares nor shall it operate to restrict the utility companies in exercising their  
8 rights to construct, remove, operate and maintain their facilities within the Encroachment Area and  
9 adjacent rights-of-way.

10 (l) During the existence of the Encroachments and this Permit, Permittee, its  
11 successors and assigns, at its expense, and without cost to the City, shall procure and maintain a  
12 single limit comprehensive general liability insurance policy with a limit of not less than  
13 \$500,000.00. All coverages are to be arranged on an occurrence basis and include coverage for  
14 those hazards normally identified as X.C.U. during construction. The insurance coverage required  
15 herein constitutes a minimum requirement and such enumeration shall in no way be deemed to  
16 limit or lessen the liability of the Permittee, its successors or assigns, under the terms of this  
17 Permit. All insurance coverage required herein shall be written in a form and by a company or  
18 companies approved by the Risk Manager of the City and authorized to do business in the State  
19 of Colorado. A certified copy of all such insurance policies shall be filed with the Executive  
20 Director, and each such policy shall contain a statement therein or endorsement thereon that it will  
21 not be canceled or materially changed without written notice, by registered mail, to the Executive  
22 Director at least thirty (30) days prior to the effective date of the cancellation or material change.  
23 All such insurance policies shall be specifically endorsed to include all liability assumed by the  
24 Permittee hereunder and shall name the City as an additional insured.

25 (m) Permittee shall comply with the provisions of Article IV (Prohibition of Discrimination  
26 in Employment, Housing and Commercial Space, Public Accommodations, Educational  
27 Institutions and Health and Welfare Services) of Chapter 28 (Human Rights) of the Revised  
28 Municipal Code of the City and County of Denver. The failure to comply with any such provision  
29 shall be a proper basis for revocation of this Permit.

30 (n) The right to revoke this Permit is expressly reserved to the City.

31 (o) Permittee shall agree to indemnify and always save the City harmless from all costs,  
32 claims or damages arising, either directly or indirectly, out of the rights and privileges granted by  
33 this Permit.

1           **Section 3.** That the Permit hereby granted shall be revocable at any time that the  
2 Council of the City and County of Denver shall determine that the public convenience and  
3 necessity or the public health, safety or general welfare require such revocation, and the right to  
4 revoke the same is hereby expressly reserved to the City; provided however, at a reasonable time  
5 prior to City Council action upon such revocation or proposed revocation, opportunity shall be  
6 afforded to Permittee, its successors and assigns, to be present at a hearing to be conducted by  
7 the City Council upon such matters and thereat to present its views and opinions thereof and to  
8 present for consideration action or actions alternative to the revocation of such Permit.

9 COMMITTEE APPROVAL DATE: May 19, 2016 by Consent

10 MAYOR-COUNCIL DATE: May 24, 2016

11 PASSED BY THE COUNCIL: \_\_\_\_\_, 2016

12 \_\_\_\_\_ - PRESIDENT

13 ATTEST: \_\_\_\_\_ - CLERK AND RECORDER,  
14 EX-OFFICIO CLERK OF THE  
15 CITY AND COUNTY OF DENVER

16  
17 PREPARED BY: Brent A. Eisen, Assistant City Attorney      DATE: May 26, 2016

18  
19 Pursuant to section 14-12, D.R.M.C., this proposed resolution has been reviewed by the office of  
20 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed  
21 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to  
22 § 3.2.6 of the Charter.

23  
24 Denver City Attorney

25  
26 BY: \_\_\_\_\_, Assistant City Attorney      DATE: \_\_\_\_\_, 2016