

**BY AUTHORITY**

RESOLUTION NO. CR16-0434  
SERIES OF 2016

COMMITTEE OF REFERENCE:  
Infrastructure & Culture

**A RESOLUTION**

**Granting a revocable permit to Speer & Alcott, LLC, to encroach into the right-of-way at 2785 North Speer Boulevard.**

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

**Section 1.** The City and County of Denver ("City") hereby grants to Speer & Alcott, LLC, and its successors and assigns ("Permittee"), a revocable permit to encroach into the right-of-way with a retaining wall 1.4 feet to 1.5 feet wide, and a varying height of 3.81 feet to 59.94 feet, and 58.62 feet long ("Encroachments") at 2785 North Speer Boulevard in the following described area ("Encroachment Area"):

**PARCEL DESCRIPTION ROW NO. 2016-ENROACHMENT-000027-001:**

A PARCEL OF LAND BEING A PORTION OF BRYANT STREET RIGHT-OF-WAY ADJACENT TO BLOCK 6 EMERY'S SUBDIVISION OF BLOCKS 5, 6, 7, 14, 15, AND 16 HIGHLAND, LOCATED IN THE SOUTH EAST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 3 OF BLOCK 6, EMERY'S SUBDIVISION OF BLOCKS 5, 6, 7, 14, 15, AND 16 HIGHLAND; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 6 AND THE EASTERLY RIGHT-OF-WAY LINE OF BRYANT STREET N00°05'01"W A DISTANCE OF 5.82 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE EASTERLY LINE OF SAID RIGHT-OF-WAY, S89°54'59"W A DISTANCE OF 1.30 FEET; THENCE N00°05'01"W A DISTANCE OF 58.66 FEET; THENCE N89°54'59"E A DISTANCE OF 1.30 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE EXTENDED OF SAID BRYANT STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE EXTENDED OF BRYANT STREET, S00°05'01"E A DISTANCE OF 58.66 FEET BEING THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.0018 ACRES (76 SQ. FT.) MORE OR LESS

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

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

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

(c) If the Permittee intends to install any underground facilities in or near a public road, street, alley, right-of-way or utility easement, the Permittee shall join the Statewide Notification

1 Association of Owners and Operators of Underground Facilities by contacting the Utility Notification  
2 Center of Colorado, 12600 West Colfax Avenue, Suite B-310, Lakewood, Colorado 80215, at 303-  
3 232-1991. Further, Permittee shall contact the Utility Notification Center at 1-800-922-1987 to  
4 locate underground facilities prior to commencing any work under this Permit.

5 (d) Permittee is fully responsible for any and all damages incurred to facilities of the  
6 Water Department and/or drainage facilities for water and sewage of the City due to activities  
7 authorized by the Permit. Should the relocation or replacement of any drainage facilities for water  
8 and sewage of the City become necessary as determined by the City's Executive Director of Public  
9 Works ("Executive Director"), in the Executive Director's sole and absolute discretion, Permittee  
10 shall pay all cost and expense of the portion of the sewer affected by the permitted structure. The  
11 extent of the affected portion to be replaced or relocated by Permittee shall be determined by the  
12 Executive Director. Any and all replacement or repair of facilities of the Denver Water and/or  
13 drainage facilities for water and sewage of the City attributed to the Permittee shall be made by the  
14 Denver Water and/or the City at the sole expense of the Permittee. In the event Permittee's  
15 facilities are damaged or destroyed due to the Denver Water or the City's repair, replacement  
16 and/or operation of its facilities, repairs will be made by the Permittee at its sole expense.  
17 Permittee agrees to defend, indemnify and save the City harmless and to repair or pay for the  
18 repair of any and all damages to said sanitary sewer, or those damages resulting from the failure  
19 of the sewer to properly function as a result of the permitted structure.

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

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

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

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

5 (i) Permittee shall remove and replace any and all street/alley paving, sidewalks, and  
6 curb and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that  
7 become broken, damaged or unsightly during the course of construction. In the future, Permittee  
8 shall also remove, replace or repair any street/alley paving, sidewalks, and curb and gutter that  
9 become broken or damaged when, in the opinion of the City Engineer, the damage has been  
10 caused by the activity of the Permittee within the Encroachment Area. All repair work shall be  
11 accomplished without cost to the City and under the supervision of the City Engineer.

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

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

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

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

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

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

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

18 COMMITTEE APPROVAL DATE: June 16, 2016 by consent

19 MAYOR-COUNCIL DATE: June 21, 2016

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

21 \_\_\_\_\_ - PRESIDENT

22 ATTEST: \_\_\_\_\_ - CLERK AND RECORDER,  
23 EX-OFFICIO CLERK OF THE  
24 CITY AND COUNTY OF DENVER

25 PREPARED BY: Brent A. Eisen, Assistant City Attorney DATE: June 23, 2016

26 Pursuant to section 14-12, D.R.M.C., this proposed resolution has been reviewed by the office of  
27 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed  
28 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to  
29 § 3.2.6 of the Charter.

30  
31 Denver City Attorney

32  
33 BY: \_\_\_\_\_, Acting City Attorney DATE: \_\_\_\_\_, 2016