

1 **BY AUTHORITY**

2 RESOLUTION NO. CR19-0190
3 SERIES OF 2019

COMMITTEE OF REFERENCE:
Land Use, Transportation & Infrastructure

4 **A RESOLUTION**

5 **Granting a revocable permit to Revolution 360 Owner LLC, to encroach into the**
6 **right-of-way at 3695 Wynkoop Street.**

7 **BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

8 **Section 1.** The City and County of Denver (“City”) hereby grants to Revolution 360 Owner
9 LLC and its successors and assigns (“Permittee”), a revocable permit to encroach into the right-of-
10 way with a pedestrian connection bridge consisting of a 11’ – 10” wide projection over 20’ alley at a
11 height of 24’ – 0” to 57’ – 1” (levels 3-4) (“Encroachments”) at 3695 Wynkoop Street in the following
12 described area (“Encroachment Area”):

13 **PARCEL DESCRIPTION ROW NO. 2018-ENCROACHMENT-0000073-01:**

14 A PARCEL OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION
15 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN; AND
16 LOCATED IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO; BEING A
17 PORTION OF THE SOUTHEASTERLY 2.00 FEET OF LOT 22, A PORTION OF THE
18 NORTHWESTERLY 2.00 FEET OF LOT 43, AND A PORTION OF THE ALLEY, ALL IN BLOCK 7,
19 IRONTON AND THE FIRST ADDITION TO IRONTON, HAVING AN LOWER ELEVATION OF
20 5216.15 FEET (NAVD 88) AND AN UPPER ELEVATION OF 5249.23 FEET, (NAVD 88), AND
21 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

22
23 BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 43, WHENCE THE
24 WESTERLY CORNER OF SAID LOT 43 BEARS S44°57'50"W, 3.25 FEET;

25
26 THENCE N45°02'10"W, 18.00 FEET;

27
28 THENCE ALONG A LINE PARALLEL WITH AND 2.00 FEET DISTANT FROM THE
29 SOUTHEASTERLY LINE OF SAID LOT 22, N44°57'50"E, 11.83 FEET;

30
31 THENCE S45°02'10"E, 20.00 FEET;

32
33 THENCE ALONG A LINE PARALLEL WITH AND 2.00 FEET DISTANT FROM THE
34 NORTHWESTERLY LINE OF SAID LOT 43, S44°57'50"W, 11.83 FEET;

35
36 THENCE N45°02'10"W, 2.00 FEET TO THE POINT OF BEGINNING.

37
38 CONTAINING 237 SQUARE FEET OR 0.005 ACRES, MORE OR LESS.

39
40 BEARINGS USED HEREIN ARE BASED ON A 19.75' RANGE LINE ON 36TH STREET
41 BETWEEN BRIGHTON BLVD. AND WYNKOOP ST., BEING S45°00'58"E USING THE CITY AND

1 COUNTY OF DENVER CONTROL COORDINATES, AS MONUMENTED AT THE NORTHWEST
2 ON BRIGHTON BLVD. BY A FOUND 2.5" ALUMINUM CAP STAMPED PLS 37929 IN RANGE
3 BOX. AND MONUMENTED ON THE SOUTHEAST AT WYNKOOP ST. BY A FOUND AXLE IN
4 RANGE BOX

5
6 **Section 2.** The revocable permit ("Permit") granted by this Resolution is expressly granted
7 upon and subject to each and all of the following terms and conditions:

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

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

12 (c) If the Permittee intends to install any underground facilities in or near a public road,
13 street, alley, right-of-way or utility easement, the Permittee shall join the Statewide Notification
14 Association of Owners and Operators of Underground Facilities by contacting the Utility Notification
15 Center of Colorado, 16361 Table Mountain Parkway, Golden, Colorado 80403, at 303-232-1991.
16 Further, Permittee shall contact the Utility Notification Center at 811 to locate underground facilities
17 prior to commencing any work under this Permit.

18 (d) Permittee is fully responsible for any and all damages incurred to facilities of the Water
19 Department and/or drainage facilities for water and sewage of the City due to activities authorized
20 by the Permit. Should the relocation or replacement of any drainage facilities for water and sewage
21 of the City become necessary as determined by the City's Executive Director of Public Works
22 ("Executive Director"), in the Executive Director's sole and absolute discretion, Permittee shall pay
23 all cost and expense of the portion of the sewer affected by the permitted structure. The extent of
24 the affected portion to be replaced or relocated by Permittee shall be determined by the Executive
25 Director. Any and all replacement or repair of facilities of the Denver Water and/or drainage facilities
26 for water and sewage of the City attributed to the Permittee shall be made by the Denver Water
27 and/or the City at the sole expense of the Permittee. In the event Permittee's facilities are damaged
28 or destroyed due to the Denver Water or the City's repair, replacement and/or operation of its
29 facilities, repairs will be made by the Permittee at its sole expense. Permittee agrees to defend,
30 indemnify and save the City harmless and to repair or pay for the repair of any and all damages to
31 said sanitary sewer, or those damages resulting from the failure of the sewer to properly function as
32 a result of the permitted structure.

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

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

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

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

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

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

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

30 (l) During the existence of the Encroachments and this Permit, Permittee, its successors
31 and assigns, at its expense, and without cost to the City, shall procure and maintain a single limit
32 comprehensive general liability insurance policy with a limit of not less than \$500,000.00. All
33 coverages are to be arranged on an occurrence basis and include coverage for those hazards

1 normally identified as X.C.U. during construction. The insurance coverage required herein
2 constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or
3 lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All
4 insurance coverage required herein shall be written in a form and by a company or companies
5 approved by the Risk Manager of the City and authorized to do business in the State of Colorado.
6 A certified copy of all such insurance policies shall be filed with the Executive Director, and each
7 such policy shall contain a statement therein or endorsement thereon that it will not be canceled or
8 materially changed without written notice, by registered mail, to the Executive Director at least thirty
9 (30) days prior to the effective date of the cancellation or material change. All such insurance policies
10 shall be specifically endorsed to include all liability assumed by the Permittee hereunder and shall
11 name the City as an additional insured.

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

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

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

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

29 COMMITTEE APPROVAL DATE: March 5, 2019 by Consent

30 MAYOR-COUNCIL DATE: March 12, 2019

31 PASSED BY THE COUNCIL: _____

32 _____ - PRESIDENT

1 ATTEST: _____ - CLERK AND RECORDER,
2 EX-OFFICIO CLERK OF THE
3 CITY AND COUNTY OF DENVER

4 PREPARED BY: Martin A. Plate, Assistant City Attorney DATE: March 14, 2019

5 Pursuant to section 13-12, D.R.M.C., this proposed resolution has been reviewed by the Office of
6 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
7 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to §
8 3.2.6 of the Charter.

9
10 Kristin M. Bronson, Denver City Attorney

11
12 BY: _____, Assistant City Attorney DATE: _____