

1 BY AUTHORITY

2 RESOLUTION NO. CR10-1072
3 SERIES OF 2010

COMMITTEE OF REFERENCE:
Land Use, Transportation & Infrastructure

4 A RESOLUTION

5 **Granting a revocable permit to CPI Sage Eth Denver, LLC to encroach into the**
6 **right-of-way with various items at 1405 Curtis St.**

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

9 **Section 1.** The City and County of Denver hereby grants to CPI Sage Eth Denver, LLC and
10 its successors and assigns (“Permittee”), a revocable permit to encroach into the right-of-way with a
11 marquee canopy, a yellow bench attached to the building, an art display a totem sign “All Together
12 Now”, a steel bar canopy and one sign, (“Encroachments”) in the following described area
13 (“Encroachment Area”):

***A parcel of land being a portion of Curtis Street, 14th Street and
Arapahoe Street, in the the SW 1/4, Section 34, Township 3 South,
Range 68 West of the 6th P.M., and SE 1/4, Section 33, Township 3
South, Range 68 West of the 6th P.M., City and County of Denver, State
of Colorado, more particularly described as follows:
Beginning at the most Southerly corner of Block 99, East Denver,
thence NorthEasterly and along the SouthEasterly line of said Block 99
a distance of 144.0 feet,
thence SouthEasterly and perpendicular with the SouthEasterly line of
said Block 99 a distance of 11.0 feet,
thence SouthWesterly and parallel with the SouthEasterly line of said
Block 99 a distance of 153.0 feet,
thence NorthWesterly and parallel with the SouthWesterly line of said
Block 99 a distance of 284.0 feet,
thence NorthEasterly and parallel with the NorthWesterly line of said
Block 99 a distance of 38.0 feet,
thence SouthEasterly and perpendicular with the NorthWesterly line of
said Block 99 a distance of 7.0 feet,
thence SouthWesterly along the NorthWesterly line of said Block 99 a
distance of 29.0 feet,
thence SouthEasterly along the SouthWesterly line of said Block 99 a
distance of 266.0 feet to the Point of Beginning.
Containing 4343.0 SqFt +/- (more or less)***

14
15 **Section 2.** The revocable permit (“Permit”) granted by this resolution is expressly granted
16 upon and subject to each and all of the following terms and conditions:

17 (a) Permittee shall obtain a street occupancy permit from Public Works Permit Operations at
18 2000 West 3rd Avenue, 303-446-3759, prior to commencing construction.

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

3 (c) If the Permittee intends to install any underground facilities in or near a public road,
4 street, alley, right-of-way or utility easement, the Permittee shall join the Statewide Notification
5 Association of Owners and Operators of Underground Facilities by contacting the Utility Notification
6 Center of Colorado, 12600 West Colfax Avenue, Suite B-310, Lakewood, Colorado 80215, at 303-
7 232-1991. Further, Permittee shall contact the Utility Notification Center at 1-800-922-1987 to locate
8 underground facilities prior to commencing any work under this permit.

9 (d) Permittee is fully responsible for any and all damages incurred to facilities of the Water
10 Department and/or drainage facilities for water and sewage of the City and County of Denver due to
11 activities authorized by the permit. Should the relocation or replacement of any drainage facilities for
12 water and sewage of the City and County of Denver become necessary as determined by the
13 Manager of Public Works, in the Manager's sole and absolute discretion, Permittee shall pay all cost
14 and expense of the portion of the sewer affected by the permitted structure. The extent of the affected
15 portion to be replaced or relocated by Permittee shall be determined by the Manager of Public Works.

16 Any and all replacement or repair of facilities of the Water Department and/or drainage facilities for
17 water and sewage of the City and County of Denver attributed to the Permittee shall be made by the
18 Water Department and/or the City and County of Denver at the sole expense of the Permittee. In the
19 event Permittee's facilities are damaged or destroyed due to the Water Department's or the City and
20 County of Denver's repair, replacement and/or operation of its facilities, repairs will be made by the
21 Permittee at its sole expense. Permittee agrees to defend, indemnify and save the City harmless and
22 to repair or pay for the repair of any and all damages to said sanitary sewer, or those damages
23 resulting from the failure of the sewer to properly function as a result of the permitted structure.

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

27 (f) All construction in, under, on or over the Encroachment Area shall be accomplished in
28 accordance with the Building Code of the City and County of Denver. Plans and Specifications
29 governing the construction of the Encroachments shall be approved by the Manager of Public Works
30 and the Director of Building Inspection Division prior to construction. Upon completion, a reproducible
31 copy of the exact location and dimensions of the Encroachments shall be filed with the Manager of
32 Public Works.

33 (g) The sidewalk and street/alley over the Encroachment Area shall be capable of
34 withstanding an HS-20 loading in accordance with the latest AASHTO Specifications. The

1 installations within the Encroachment Area shall be constructed so that the paved section of the
2 street/alley can be widened without requiring additional structural modifications. The sidewalk shall be
3 constructed so that it can be removed and replaced without affecting structures within the
4 Encroachment Area.

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

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

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

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

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

1 Public Works at least thirty (30) days prior to the effective date of the cancellation or material change.
2 All such insurance policies shall be specifically endorsed to include all liability assumed by the
3 Permittee hereunder and shall name the City and County of Denver as an additional insured.

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

9 (n) The right to revoke this permit is expressly reserved to the City and County of Denver.

10 (o) Permittee shall agree to indemnify and always save the City and County of Denver
11 harmless from all costs, claims or damages arising, either directly or indirectly, out of the rights and
12 privileges granted by this permit.

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

21 COMMITTEE APPROVAL DATE: December 2, 2010 by consent.

22 MAYOR-COUNCIL DATE: December 7, 2010

23 PASSED BY THE COUNCIL: _____, 2010

24 _____ - PRESIDENT

25 ATTEST: _____ - CLERK AND RECORDER,
26 EX-OFFICIO CLERK OF THE
27 CITY AND COUNTY OF DENVER

28 PREPARED BY: KAREN A. AVILES, Assistant City Attorney DATE: December 9, 2010

29 Pursuant to section 13-12, D.R.M.C., this proposed resolution has been reviewed by the office of the
30 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
31 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to §
32 3.2.6 of the Charter.

33 David R. Fine, City Attorney

34 BY: _____, Assistant City Attorney DATE: _____, 2010