

BY AUTHORITY

RESOLUTION NO. CR13-0846
SERIES OF 2013

COMMITTEE OF REFERENCE:
Land Use, Transportation & Infrastructure

A RESOLUTION

Granting a revocable permit to Balfour Senior Care, LLC to encroach into the right-of-way at 15th Street and Little Raven Street.

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

Section 1. The City and County of Denver hereby grants to Balfour Senior Care, LLC and its successors and assigns ("Permittee"), a revocable permit to encroach into the right-of-way with a transformer and connection cabinet ("Encroachments") at 15th Street and Little Raven Street in the following described area ("Encroachment Area"):

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2 A TRACT OF LAND BEING A PORTION OF DEDICATED 15TH STREET, SITUATED IN THE
3 NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH
4 PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO,
5 DESCRIBED AS FOLLOWS:
6

7 **COMMENCING** AT THE SOUTHERNMOST CORNER OF LOT 1, BLOCK 3, OF THE COMMONS
8 SUBDIVISION – FILING NO. 1, RECORDED UNDER RECEPTION NO. 2000085197.
9

10 THENCE NORTH 45°27'06" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 3,
11 ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF 15TH STREET, A DISTANCE OF 208.85
12 FEET;
13

14 THENCE SOUTH 44°32'54" WEST, DEPARTING THE SOUTHWESTERLY LINE OF BLOCK 3 AND
15 ENTERING INTO 15TH STREET RIGHT-OF-WAY, A DISTANCE OF 0.80 FEET TO **THE POINT OF**
16 **BEGINNING**;
17

18 THENCE SOUTH 45°27'06" EAST, ALONG A LINE PARALLEL WITH THE SOUTHWESTERLY
19 LINE OF BLOCK 3, A DISTANCE OF 22.60 FEET;
20

21 THENCE SOUTH 44°32'54" WEST, A DISTANCE OF 14.48 FEET;
22

23 THENCE NORTH 45°27'06" WEST, A DISTANCE OF 22.60 FEET;
24

25 THENCE NORTH 44°32'54" EAST, A DISTANCE OF 14.48 FEET **TO POINT OF BEGINNING**.
26

27 CONTAINING 327 SQUARE FEET (0.008 ACRES) MORE OR LESS.
28

29 **BASIS OF BEARINGS:** BASED ON THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 3, OF THE
30 COMMONS SUBDIVISION – FILING NO. 1, RECORDED UNDER RECEPTION NO. 2000085197.
31 SAID LINE BEING MONUMENTED TO THE SOUTHEAST BY A 1.5" ALUMINUM CAP STAMPED
32 "LS 24313" AND TO THE NORTHWEST BY A # 5 REBAR, BEARING NORTH 45°27'06" WEST,
33 WITH ALL BEARINGS RELATIVE HEREON.
34

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

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

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

41 (c) If the Permittee intends to install any underground facilities in or near a public road,
42 street, alley, right-of-way or utility easement, the Permittee shall join the Statewide Notification
43 Association of Owners and Operators of Underground Facilities by contacting the Utility
44 Notification Center of Colorado, 12600 West Colfax Avenue, Suite B-310, Lakewood, Colorado

80215, at 303-232-1991. Further, Permittee shall contact the Utility Notification Center at 1-800-922-1987 to locate underground facilities prior to commencing any work under this permit.

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

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

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

(g) The sidewalk and street/alley over the Encroachment Area shall be capable of withstanding an HS-20 loading in accordance with the latest AASHTO Specifications. The installations within the Encroachment Area shall be constructed so that the paved section of the street/alley can be widened without requiring additional structural modifications. The sidewalk shall be constructed so that it can be removed and replaced without affecting structures within the 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
15 the City and County of Denver in exercising its right to make full use of the Encroachment Area
16 and adjacent rights-of-way as public thoroughfares nor shall it operate to restrict the utility
17 companies in exercising their rights to construct, remove, operate and maintain their facilities
18 within the Encroachment Area and adjacent rights-of-way.

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

specifically endorsed to include all liability assumed by the Permittee hereunder and shall name the City and County of Denver as an additional insured.

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

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

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

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

COMMITTEE APPROVAL DATE: November 14, 2013 [by consent]

MAYOR-COUNCIL DATE: November 19, 2013

PASSED BY THE COUNCIL: _____, 2013

_____ - PRESIDENT

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

PREPARED BY: Brent A. Eisen, Assistant City Attorney

DATE: November 21, 2013

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

Douglas J. Friednash, Denver City Attorney

1 BY: _____, Assistant City Attorney DATE: _____, 2013