

BY AUTHORITY

RESOLUTION NO. CR20-0690
SERIES OF 2020

COMMITTEE OF REFERENCE:
Land Use, Transportation & Infrastructure

A RESOLUTION

Granting a revocable permit to West Lot, LLC, to encroach into the right-of-way near 1901 Wazee Street.

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 West Lot, LLC and its successors and assigns ("Permittee"), a revocable permit to encroach into the right-of-way with the Evolution of Ball Sculpture ("Encroachments") near 1901 Wazee Street in the following described area ("Encroachment Area"):

PARCEL DESCRIPTION ROW NO. 2020-ENCROACHMENT-0000235-001:

A PARCEL OF LAND BEING A PORTION OF 20TH STREET RIGHT-OF-WAY AS CONVEYED IN RECEPTION NUMBER 93-0043076, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY MOST CORNER OF THE 1901 WAZEE STREET PROPERTY ALSO BEING THE EASTERLY MOST POINT OF THE THERMO HEAD LLC PROPERTY RECORDED AT RECEPTION NO. 1994156352 BEING A POINT ON THE SOUTHWESTERLY LINE OF 20TH STREET AS CONVEYED TO THE CITY AND COUNTY OF DENVER RECORDED AT RECEPTION NUMBER 1993043076; THENCE N79°20'00"E A DISTANCE OF 23.95 FEET TO THE POINT OF BEGINNING; THENCE N44°20'41"E A DISTANCE OF 12.00 FEET; THENCE S45°39'19"E A DISTANCE OF 60.00 FEET; THENCE S44°20'41"W A DISTANCE OF 12.00 FEET; THENCE N45°39'19"W A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 0.02 ACRES (720 SQUARE FEET), MORE OF LESS.
ALL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE 20' RANGE LINE IN WAZEE STREET BETWEEN 19TH ST. AND 20TH ST. BEARING N44°57'11"E, BEING MONUMENTED BY A 3 ¼" ALUMINUM CAP PLS ILLEGIBLE IN RANGE BOX AT 19TH AND WAZEE AND A 3 ¼" ALUMINUM CAP NO PLS NUMBER IN RANGE BOX AT 20TH AND WAZEE PER ALTA SURVEY PREPARED R&R ENGINEERS – SURVEYORS JOB NUMBER RN17165.

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:

1 (a) Permittee shall obtain a street occupancy permit from City's the Department of
2 Transportation and Infrastructure Permit Operations at 2000 West 3rd Avenue, 303-446-3759, prior
3 to commencing construction.

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

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

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

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

30 (f) All construction in, under, on or over the Encroachment Area shall be accomplished in
31 accordance with the Building Code of the City. Plans and specifications governing the construction
32 of the Encroachments shall be approved by the Executive Director and the Director of Building

1 Inspection Division prior to construction. Upon completion, a reproducible copy of the exact location
2 and dimensions of the Encroachments shall be filed with the Executive Director.

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

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

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

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

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

27 (l) During the existence of the Encroachments and this Permit, Permittee, its successors
28 and assigns, at its expense, and without cost to the City, shall procure and maintain a single limit
29 comprehensive general liability insurance policy with a limit of not less than \$500,000.00. All
30 coverages are to be arranged on an occurrence basis and include coverage for those hazards
31 normally identified as X.C.U. during construction. The insurance coverage required herein
32 constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or
33 lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All

1 insurance coverage required herein shall be written in a form and by a company or companies
2 approved by the Risk Manager of the City and authorized to do business in the State of Colorado.
3 A certified copy of all such insurance policies shall be filed with the Executive Director, and each
4 such policy shall contain a statement therein or endorsement thereon that it will not be canceled or
5 materially changed without written notice, by registered mail, to the Executive Director at least thirty
6 (30) days prior to the effective date of the cancellation or material change. All such insurance policies
7 shall be specifically endorsed to include all liability assumed by the Permittee hereunder and shall
8 name the City as an additional insured.

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

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

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

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

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1 COMMITTEE APPROVAL DATE: July 21, 2020 by Consent
2 MAYOR-COUNCIL DATE: July 28, 2020
3 PASSED BY THE COUNCIL: _____

4 _____ - PRESIDENT

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

8 PREPARED BY: Martin A. Plate, Assistant City Attorney DATE: July 30, 2020

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

13
14 Kristin M. Bronson, Denver City Attorney

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16 BY: _____, Assistant City Attorney DATE: _____