



REVOCABLE PERMIT APPLICATION

Updated: Jan 2020

LOCATION

Street Address: _____

APPLICANT

Name: _____ Phone #: _____

Mailing Address: _____ City, State: _____

E-Mail: _____ Zip Code: _____

OWNER (if not the applicant)

Name: _____ Phone #: _____

Mailing Address: _____ City, State: _____

E-Mail: _____ Zip Code: _____

ATTACH THE FOLLOWING (as applicable)

- ✓ Location of the street or sidewalk affected of the property abutting the affected street or sidewalk.
- ✓ A detailed description, elevation view and site plan of the awning or canopy, including length, width, height, placement and location on the affected property, lighting, illumination and method of construction.
- ✓ A detailed description and site plan of any other placements of outdoor furniture or portable sign permitted by this Section, including number, dimensions and placement of furnishings on the affected property, lighting, illumination and type of construction, as well as information regarding timing of placement of furnishings if not fixed or if seasonal.
- ✓ A copy of general liability insurance policy listing the City of Edgewater as an additional insured, and a notarized signed Revocable Agreement for Use of Streets/Sidewalk form (*this form is included in the application packet*)

For Office Use Only

Revocable Permit Issued On: _____

Fire Department Approval: _____

Police Department Approval: _____

Engineer Approval: _____

Planning Approval: _____

Building Approval: _____

Public Works Approval: _____

CERTIFICATION

I, the undersigned, authorize the City of Edgewater to proceed with this Revocable Permit Application under the requirements set forth by the applicable City Code(s), as they may be amended. I understand and accept that the accuracy of the information contained within this application is the responsibility of me, and any information found to be inaccurate by the City of Edgewater of this application, may cause this application to be delayed. I also understand and accept that only complete applications will be processed. Incomplete applications will be returned to me to fulfill the requirements for my respective application. In filing this application, I am acting with the knowledge and consent of the property owners.

APPLICANT _____
Signature Date

EXHIBIT A

Street Name

Public Right of Way/Sidewalk
Address

CITY OF EDGEWATER MUNICIPAL CODE

Sec. 11-2-70. - Awning or canopy permit; other permitted uses.

- (a) Except as may be authorized by a permit issued pursuant to Article 10 of Chapter 6, no person shall place or cause to be placed any awning, canopy or fixed or removable furniture, including but not limited to benches, picnic tables or other outdoor dining furnishings, or portable signs such as a sandwich board that projects into any street or sidewalk in the City unless the owner or lessee of the property abutting the affected street or sidewalk first obtains a revocable permit from the City Clerk under this Section.
- (b) Furnishings permitted under this Section shall comply with the following:
 - (1) All benches, picnic tables, chairs tables or railings must be in good maintenance and suitable for outdoor use.
 - (2) At no time shall the placement of outdoor dining facilities or other furniture permitted by this Section reduce the sidewalk width to less than forty-two (42) inches.
 - (3) The maximum length of the placement of furnishings pursuant to this Section shall not exceed the length of the structure to which the use is attached.
- (c) Awnings and canopies permitted under this Section shall comply with the following:
 - (1) The maximum length of the awning or canopy shall be the length of the structure to which it is attached. It may be continuous around the corner of a building on a corner lot.
 - (2) The maximum overall height for the awning or canopy shall be as outlined in the City's Design Standards, as may from time to time be amended.
 - (3) The maximum projection from the building wall to which the awning or canopy is attached shall be five (5) feet.
 - (4) All parts of the awning or canopy shall be a minimum of eight (8) feet above any sidewalk or other walking surface.
 - (5) Signage on or in connection with an awning or canopy shall be considered a projecting sign and shall comply with the applicable requirements of this Code including but not limited to the provisions of Article 19 of Chapter 16.
- (d) Portable signs permitted under this Section shall conform to the following standards:
 - (1) A-frame or sandwich board style sign only, in good maintenance and suitable for outdoor use with a maximum area per side of eight (8) square feet, a maximum height of four (4) feet and a maximum width of two (2) feet.
 - (2) Permitted signs must be placed directly in front of the permittee's property.
 - (3) At no time shall the placement of a portable sign as permitted by this Section reduce the sidewalk width to less than forty-two (42) inches.
 - (4) No permittee may display more than one (1) portable sign as permitted by this Section.
 - (5) Permitted signs must be weighted sufficiently to prevent movement by wind.
 - (6) Permitted signs may only be displayed during hours the permittee's business is open to the public.
 - (7) Portable signs shall be considered a temporary sign and shall comply with the applicable requirements of this Code including but not limited to the provisions of Article 19 of Chapter 16.

REVOCABLE PERMIT FOR USE OF PUBLIC STREET OR SIDEWALK

THIS REVOCABLE PERMIT FOR USE OF PUBLIC STREET OR SIDEWALK is granted this ___ day of _____, 20___, (the "Effective Date"), by the City of Edgewater, Colorado, a home rule municipal corporation ("City"), whose address is 2401 Sheridan Blvd, Edgewater, Colorado 80214, to _____, ("Permitee") whose address is _____.

- A. The City owns the following street, alley and/or sidewalk right-of-way area generally known as _____ (the "City ROW").
- B. Permitee wishes to install and maintain [insert description of improvements – e.g., awning sign, canopy, furniture, etc.] (collectively the "Private Improvements") that will encroach into the City ROW. Said Private Improvements and their encroachments are depicted on Exhibit A attached hereto and incorporated herein by this reference.
- C. In accordance with Code Section 11-2-70, the Permitee has made application to the City for a revocable encroachment permit for the Private Improvements.
- D. Pursuant to the Edgewater Home Rule Charter, the Edgewater Municipal Code ("Code") and the laws of the State of Colorado, the City is vested with power and authority over the use of municipally-owned streets, alleys, rights-of-way and other public places.
- E. The City is willing to grant a revocable permit to Permitee to allow the installation and maintenance of the Private Improvements under certain circumstances, as further set forth herein.
- F. The intent of this Permit is to authorize, on a revocable basis, the installation and maintenance of the Private Improvements within the City ROW without cost to the City.

PERMIT

1. Revocable Permit Granted.

Subject to the terms and conditions further set forth herein, the City hereby grants to Permitee a non-exclusive and revocable authorization (the "Permit") to install and maintain the Private Improvements in the City ROW. The rights granted under this Permit are expressly subordinate to the rights of the public and to any rights granted previously by the City to any person. The City may enforce this Permit either by seeking damages or by specific performance or through any other legal or equitable remedy available to the City.

2. Design, Installation, Excavation and Maintenance

a. The Permitee shall pay all costs of design, installation, and maintenance of the Private Improvements. Upon revocation of the Permit as provided herein, Permitee shall pay all costs and perform all removal of the Private Improvements from the City ROW and, if applicable, shall pay all costs of and be responsible for returning any disturbed land surface to substantially the same condition that existed on the Effective Date.

b. This Permit shall neither operate nor be construed to abridge, limit or restrict the City in exercising its right to make full use of the City ROW encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Permittees in exercising their rights to construct, remove, operate and maintain their installations within the City ROW.

c. Permittee hereby assumes full responsibility for any and all damages accruing to public facilities, utilities, the Private Improvements and other private improvements located within the City ROW as a result of activities authorized by this Permit.

d. Permittee shall not install, replace or alter the Private Improvements without first obtaining all required permits and approvals and paying all necessary fees and/or bonds, as applicable, including but not limited to building and excavation permits and fees. Permittee shall maintain the Private Improvements in a good and attractive condition during the term of the Permit.

e. The Permittee and the Private Improvements shall at all times conform to the requirements and standards set forth in Code Section 11-2-70, as applicable, including but not limited to Permittee's obligation to provide evidence of and maintain certain insurance policies and coverages as further set forth therein.

f. Any excavation activities must be performed in accordance with the Code and pursuant to any required excavation permit(s). See Article 3 of Chapter 11 of the Code.

f. Upon completion of installation of the Private Improvements and upon completion of any subsequent alteration thereto, a reproducible copy of the exact location and dimensions of the Private Improvements shall be filed with the City Manager.

g. Permittee acknowledges that it is installing the Private Improvements within a public right-of-way at its own risk. Permittee is solely responsible for any damage to the Private Improvements caused by City personnel, or the City's contractors or subcontractors, in connection with conducting routine or emergency maintenance and operations in the Public ROW.

3. Repair of Damages

Permittee shall promptly repair any damage to the City ROW caused by its activities under this Permit. If such damage poses an imminent threat to the health, safety or welfare of the public, any individual or any property, the City may perform, by itself or by contract, any repairs necessary to eliminate such threat and the Permittee shall be responsible for the costs of the same, upon demand from the City.

4. Term; Termination.

The initial term of this Permit shall commence on the Effective Date and shall expire one year thereafter. This Permit may be administratively renewed by the City Manager, or his or her designee, annually for any subsequent number of one year terms upon his or her finding that the original conditions of the application and the Permit are still in existence to justify the original approval of the

Permit, at the time of each renewal. In making this finding, the City Manager or his or her designee may require any additional documentation and information from the applicant reasonably necessary to the finding, including but not limited to as-built drawings and plans and current insurance policy information.

This Permit will terminate upon the date of revocation designated by the City pursuant to Section 5 below. This Permit may also terminate upon Permittee's request so long as Permittee removes all Private Improvements and returns the City ROW to substantially similar condition as that prior to installation of the Private Improvements, prior to the proposed termination date.

5. Revocation.

a. The City may revoke this Permit upon thirty (30) calendar days' written notice to Permittee and upon the occurrence of any one or more of the following events:

- (i) Breach of this Permit by Permittee after Permittee has failed to cure such breach for a period of thirty (30) calendar days from the date of written notice of such breach from the City.
- (ii) A determination by the City Manager that the City ROW is desired or needed for some purpose inconsistent with this Permit.

b. Notwithstanding the foregoing, the City may revoke this Permit upon less than thirty days' written notice, including immediate revocation, upon a finding by the City Manager that the City ROW is more immediately needed for a public purpose inconsistent with the terms of this Permit.

c. Upon revocation, Permittee shall, at Permittee's sole cost and expense, remove the Private Improvements and restore the City ROW to substantially the same condition that existed on the Effective Date.

d. Upon revocation, this Permit shall terminate, be deemed null and void and of no further force and effect.

e. In the event that Permittee fails to remove the Private Improvements by the deadline imposed by the City, the City may remove or cause the Private Improvements to be removed. The City may collect the costs of removal from the Permittee and the Permittee agrees to pay such cost promptly upon written demand therefor. If the Permittee fails or refuses to pay any such charge(s) when due, the charge(s) shall constitute a lien upon and against the property with which the Private Improvements are connected or associated and any such lien may be certified as an assessment against such property for collection in the same manner as real estate taxes.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this Permit or at such other address as a party may designate, in writing, to the other party.

7. **Indemnification.**

The Permittee expressly agrees to, and shall, indemnify and hold harmless the City and any of its officers, agents, or employees from any and all claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the City or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Permittee or any of such Permittee's agents, partners, contractors, subcontractors, or lessees, in the installation, construction, use or maintenance of the Private Improvements and occupation of the City ROW associated therewith. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Permittee shall indemnify the City for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the City or that may be awarded against the City as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Public Improvements permitted by this Permit or the maintenance and/or operation of the Private Improvements and/or the City ROW constitutes a dangerous, hazardous, and/or unsafe condition. Permittee further agrees that should it fail to indemnify the City as required in this section, the City shall have the right to file a lien, in the dollar amount for which the Permittee has failed to indemnify the City, against any and all real property owned by the Permittee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

In the event the City institutes litigation against the Permittee for a breach of this Permit or for an interpretation of the Permit and the City is the prevailing party, Permittee shall reimburse the City for all costs related thereto including reasonable attorneys' fees. If the Permittee prevails, then the City shall reimburse the Permittee for all costs related thereto including reasonable attorneys' fees.

8. **Competing Uses.**

The Private Improvements and the Permittee's activities within the City ROW shall not interfere with any utilities or other public use of the City ROW. Permittee's Private Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the City, to avoid interference with other property, uses and improvements.

9. **Miscellaneous Provisions**

a. Waiver of Breach. A waiver by the City of the breach of any term or provision of this Permit shall not operate or be constructed as a waiver of any subsequent breach by Permittee.

b. Binding Effect. This Permit shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.

c. Underlying Intent and Scope. It is the intent of this Permit that the City shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Improvements authorized by this Permit and that, in all instances, the risk of loss, liability,

obligation, damages, and claims associated with the Private Improvements shall be borne by the Permittee. This Permit does not confer upon the Permittee any other right, permit, license, approval, or consent other than that expressly provided for herein and this Permit shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

d. No Third Party Beneficiaries. Nothing contained in this Permit is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third party beneficiaries are intended by this Permit. Any third party receiving a benefit from this Permit is an incidental and unintended beneficiary only.

e. Governing Law, Venue, And Enforcement. This Permit shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Permit shall be in the appropriate court for Jefferson County, Colorado.

f. No Waiver of Immunity. Nothing in this Permit is intended to waive any protection afforded to the City by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the City, its officials, officers, agents, and employees.

CITY OF EDGEWATER, COLORADO

Bonnie McNulty, Mayor

ATTEST:

Elizabeth A. Hedberg, MMC, City Clerk

PERMITEE:

By: _____

Print Name: _____

Position/Title: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public
EXHIBIT A

[illustration of Private Improvements, City ROW and encroachment area(s)]