

320 6th Avenue
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Ouray, Colorado 81427



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FIXED ENCROACHMENT APPLICATION AND PERMIT

PERMITTEE INFORMATION

Name: _____ Phone Number: _____

Mailing address: _____

Email address: _____

ENCROACHMENT INFORMATION

Location of encroachment: _____

Brief description of encroachment: _____

Permittee must supply the following documentation with the application:

Comprehensive drawn and written plan of proposed encroachment

If construction or work will be done to install the fixed encroachment, a Right-of Way Construction, Excavation, or Work Application and Permit is required

Proof of liability insurance with minimum limits of \$150,000 for any one person and \$600,000 for any one accident

Proof of public property damage insurance with a minimum limit of \$100,000 for any accident during the term of the Permit

A certificate of insurance demonstrating the City, its officers, agents and employees are named as additional insured

Pay required fees: \$25 application fee; fee per square foot of public property used

TERMS AND CONDITIONS OF THE PERMIT

Permittee shall be subject to the terms and conditions of Section 13-3 of the City Code, including:

- 1) The work associated with the encroachment may not begin until a Permit has been issued by the City.
- 2) All Permits and any revocations of Permits shall be recorded in the records of the Ouray County Clerk and Recorder at the Permittee's expense.
- 3) Permits are transferable upon the conveyance of the property and run with the land unless revoked by the City.
- 4) Any Permit may be revoked by the City after notice to the Permittee per Section 13-3-G-3 of the Code.
- 5) It shall be unlawful to maintain an encroachment once the Permit has been revoked by the City. Failure to remove an encroachment is declared to be a nuisance that may be abated by the City.

- 6) Permittee agrees to hold the City harmless on account of any damages suffered to the persons or property of the Permittee arising out of their operations hereunder or the installation and maintenance of their facilities, utilities or improvements upon City owned property. The Permittee agrees to defend and indemnify the City from any damages claimed or adjudged against the City arising out of Permittee's operations or installation and maintenance of Permittee's utilities, improvements, encroachment or facilities installed or maintained within City owned property by Permittee.
- 7) Permittee agrees to properly maintain Permittee's encroachment, utilities, improvements or installations in good and safe condition to create no safety hazards or unreasonable obstruction to pedestrian or vehicular traffic. Permittee shall be responsible to repair any damages to City property, street surfaces or improvements which result or are caused in any manner by the excavation, installation, operation or maintenance of Permittee's encroachment, pursuant to this Permit.
- 8) In the event it is necessary to relocate any utility, facility or improvement of the Permittee installed within City property, pursuant to this Permit, on account of the change of any street grade, relocation, realignment or expansion of any street or other improvements to City property, or installation, replacement, maintenance or operation of any City property, utility or facility, the Permittee shall be responsible to relocate such facilities to a location approved by the City at the Permittee's sole expense.
- 9) The individual signing on behalf of the Permittee is hereby designated as an agent for service of process on behalf of Permittee.
- 10) In the event the City incurs any costs, including reasonable attorney's fees, enforcing any provision of this Permit, the City may recover such costs from the Permittee.
- 11) All obligations, terms and conditions of this Permit upon the Permittee shall be the obligations of the Permittee.
- 12) The Permittee represents that he has read and understands the foregoing terms and conditions of this Permit, that he has read and understands the City requirements pertaining to this Permit, and that the undersigned has authority to sign for and bind the Permittee.
- 13) Any breach of the conditions set forth in this Permit, or of City standards, specification or requirements pertaining to this Permit may cause the revocation of the Permit.
- 14) By his signature, the Permittee agrees to comply with all terms and conditions of this Permit.
- 15) This Permit may be revoked by the Ouray City Council for any reason as deemed appropriate in the City's sole discretion. Upon revocation, any encroachment shall be removed and the surface restored at Permittee's expense.
- 16) The following additional conditions shall apply:

PERMITTEE: _____

By _____

COMPLETED BY CITY STAFF:

Permit Fee Amount: _____ Date Paid _____

Approved by the City of Ouray

Mayor

Date