

RESOLUTION NO. 1761

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
AUTHORIZING THE EXECUTION OF A LICENSE  
AGREEMENT WITH JOHN POLLI FOR USE OF A PORTION  
OF WASHINGTON AVENUE RIGHT OF WAY ADJACENT TO  
801-B 14<sup>TH</sup> STREET FOR A RETAIL DISPLAY AREA**

WHEREAS, John Polli, owner of Peak Cycles at 801-B 14<sup>th</sup> Street, proposes to construct a wooden deck within a portion of the landscaped area of the Washington Avenue right of way to create a retail display area; and

WHEREAS, the City of Golden, Colorado is the owner of the Washington Avenue right of way; and

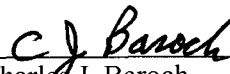
WHEREAS, the construction of the wooden deck display area within the Washington Avenue right of way will facilitate additional retail and pedestrian activity downtown without interfering with the City's use of the right of way; and

WHEREAS, John Polli wishes to agree as to certain conditions and provisions under which a portion of said Washington Avenue right of way may be utilized.


THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The Mayor is authorized to execute on behalf of the City of Golden, a license agreement with John Polli substantially in the form attached hereto as Exhibit A.

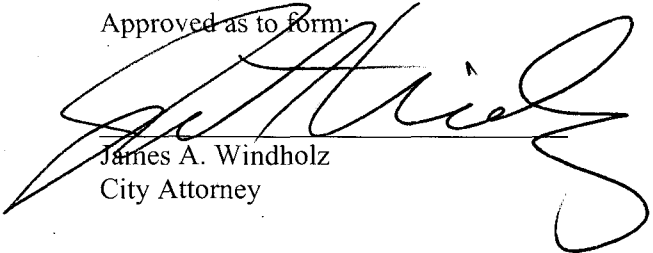
Adopted this 12th day of April, 2007.

  
\_\_\_\_\_  
Charles J. Baroch  
Mayor

ATTEST:

  
\_\_\_\_\_  
Susan M. Brooks, MMC  
City Clerk

Approved as to form:

  
\_\_\_\_\_  
James A. Windholz  
City Attorney

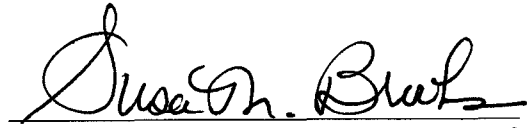
Resolution No. 1761

Page 2

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 12th day of April, A.D., 2007.

(SEAL)

ATTEST:

A handwritten signature in black ink, appearing to read "Susan M. Brooks", written over a horizontal line.

Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

LICENSE AGREEMENT

THIS AGREEMENT is entered into the \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the City of Golden, Colorado, a municipal corporation organized under the laws of the State of Colorado (the "City"), with offices at 911 Tenth Street, Golden, Colorado 80401 and John Polli, ("Owner") whose business address is 801-B 14<sup>th</sup> Street, Golden, CO 80401.

- A. John Polli is the owner of a business known as Peak Cycles located at 801-B 14<sup>th</sup> Street, and the City of Golden is the owner of the adjacent Washington Avenue right of way.
- B. Owner desires to make certain improvements to his business, which includes construction of a wooden deck display area between the existing detached sidewalk and curb of Washington Avenue.
- C. The parties hereto wish to agree as to the nature, terms and conditions under which the Owner may construct maintain and utilize the proposed improvements within the Washington Avenue right of way.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE CITY AND JOHN POLLI AGREE AS FOLLOWS:

1. License. The City grants to Owner a non-exclusive revocable license to locate, construct and maintain a wooden deck display area ("improvement") within the affected right of way area as shown in the attached Exhibit A. The improvement shall substantially conform to the design included in Exhibit A and shall not include any signage or lighting.
2. Construction. Plans for the construction of the improvements shall be submitted to and approved by the City prior to resumption of construction activity. The design, construction and maintenance of the improvements shall be the sole responsibility of Owner.
3. Maintenance. Owner shall, at his expense, maintain the improvements in good condition including the landscape within the above described area.
4. General Obligations with Respect to Restoration, Preservation, and Maintenance Work.
  - a. All work performed by Owner pursuant to this Agreement shall be done:
    - 1) In a good workmanlike manner; and
    - 2) In a timely and expeditious manner; and
    - 3) In a manner which minimizes inconveniences to the public and individuals; and
    - 4) In accordance with all applicable codes, rules and regulations of the City.
  - b. Inspection. All work performed by Owner within the right-of-way shall be subject to inspection by the City. Owner shall promptly perform reasonable remedial action as required by the City pursuant to the inspection.
5. Indemnification and Release. Owner shall hold harmless, indemnify and defend the City from and against all liabilities, damages and claims that result from the design, initial construction or maintenance of the improvements.

- 6. Compliance with laws. This Agreement relates only to permission to encroach onto a public right-of-way under the terms and conditions set forth. The execution of this license agreement shall not relieve Owner from complying with any provision of the Golden Municipal Code, including compliance with zoning ordinances, land use regulations, or building codes, nor shall this Agreement be construed as approval by the City to construct the improvements contemplated by Owner to the extent that City approvals or permits are otherwise required by the Golden Municipal Code or statute. The execution of this license agreement, and the improvements constructed pursuant to this agreement, shall not relieve Owner, or otherwise be construed as a release or waiver, with respect to any obligation of Owner to not interfere with the subjacent lateral support of the City's right-of-way.
- 7. Police Power Reserved. The rights granted herein shall not limit or otherwise restrict the right of the City to exercise its police power with respect to its control of the right-of-way.
- 8. Termination. It is intended by the Parties that this Agreement shall remain in effect as needed by Owner. Notwithstanding the foregoing, the City may terminate this agreement with or without cause with sixty (60) days notice to the Owner, unless the preservation of the City's health, safety and welfare requires immediate termination. If the City Council determines that the City's need to utilize the public property necessitates the termination of this Agreement, the Owner will be required to remove all improvements located within the right of way pursuant to this Agreement.
- 9. This license granted by this agreement shall be appurtenant to 801-B 14<sup>th</sup> Street and shall be binding upon, and for the benefit of the subsequent owners of such lots.

CITY OF GOLDEN

John Polli

\_\_\_\_\_  
 Chuck J. Baroch  
 Mayor  
 Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
 Susan M. Brooks, MMC  
 City Clerk

Date: \_\_\_\_\_

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- C. The parties hereto wish to agree as to the nature, terms and conditions under which the Owner may construct maintain and utilize the proposed improvements within the Washington Avenue right of way.


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CITY OF GOLDEN

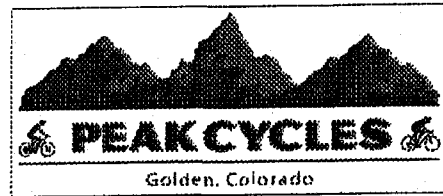
John Polli

  
\_\_\_\_\_  
Chuck J. Baroch  
Mayor  
Date: 4/16/07

  
\_\_\_\_\_  
Date: 4/23/07

ATTEST:

  
\_\_\_\_\_  
Susan M. Brooks, MMC  
City Clerk  
Date: 4/16/07



801-B 14th St.  
Golden , CO 80401  
303.216.1616  
888.606.1616

Golden Planning and Development  
Attn: Steve Glueck

Re: Peak Cycles Deck

Hi Steve,

Here is a rough sketch of the proposed deck. Let me know if you need anything else. I did these myself and I am not an architect so let me know if you need better sketches.

- \* Deck will be <sup>8' 4"</sup>~~10'~~ x 22'
- \* Deck will be 24" from edge of gravel/curb area allowing for snow removal
- \* Deck will be only 12"-16" off of the ground on North end
- \* Deck will be 2 tiers so that we can keep overall deck height low
- \* Each tier will be separated by 2 steps at 7.5" each giving the deck a 15" rise - following the natural grade of the existing slope
- \* Deck will be utilized for bicycle display
- \* Deck will match existing deck in color and design

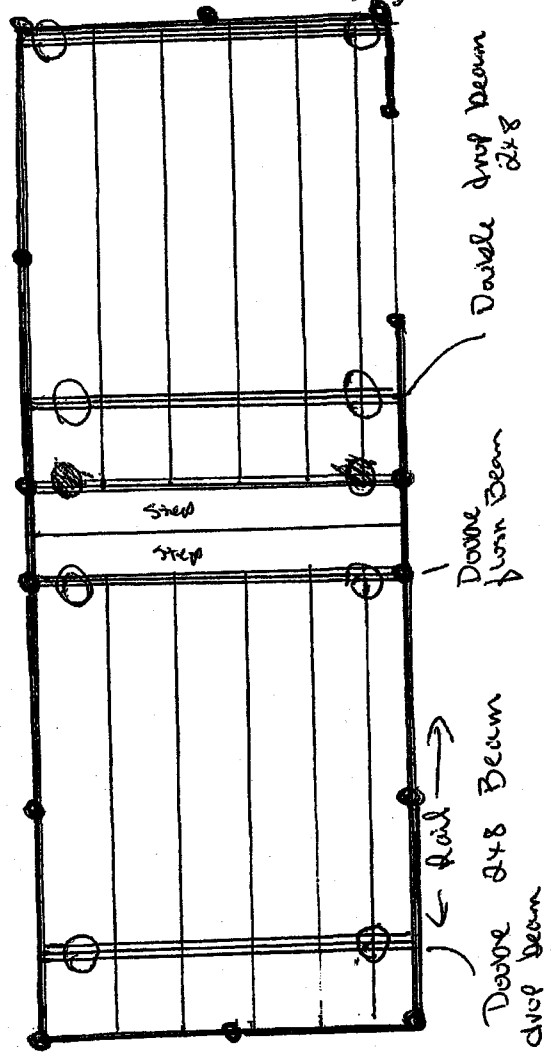
Thank you for your help,  
John Polli

Peak Cycles  
303.868.0233

TAX 040700 1-1-1

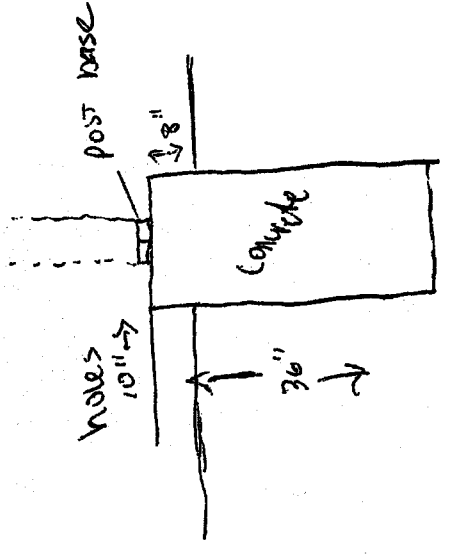
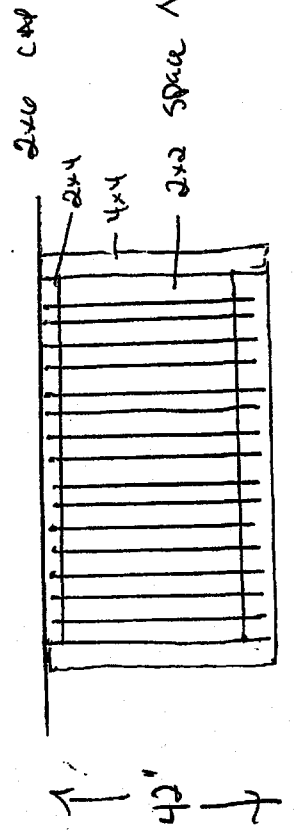
(X) Tree

← Rail →



TOTAL of 8 rails @ 10 x 36"  
Decking to be 2x6 x 8' Redwood

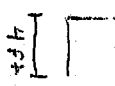
Rail height 42" off deck



2x2 space not more than 37/8



14



Sidewalk

Existing Deck  
32' x 95"

Sidewalk @ 5ft

Building

10' 0" 10' 0"

Sidewalk 5' wide

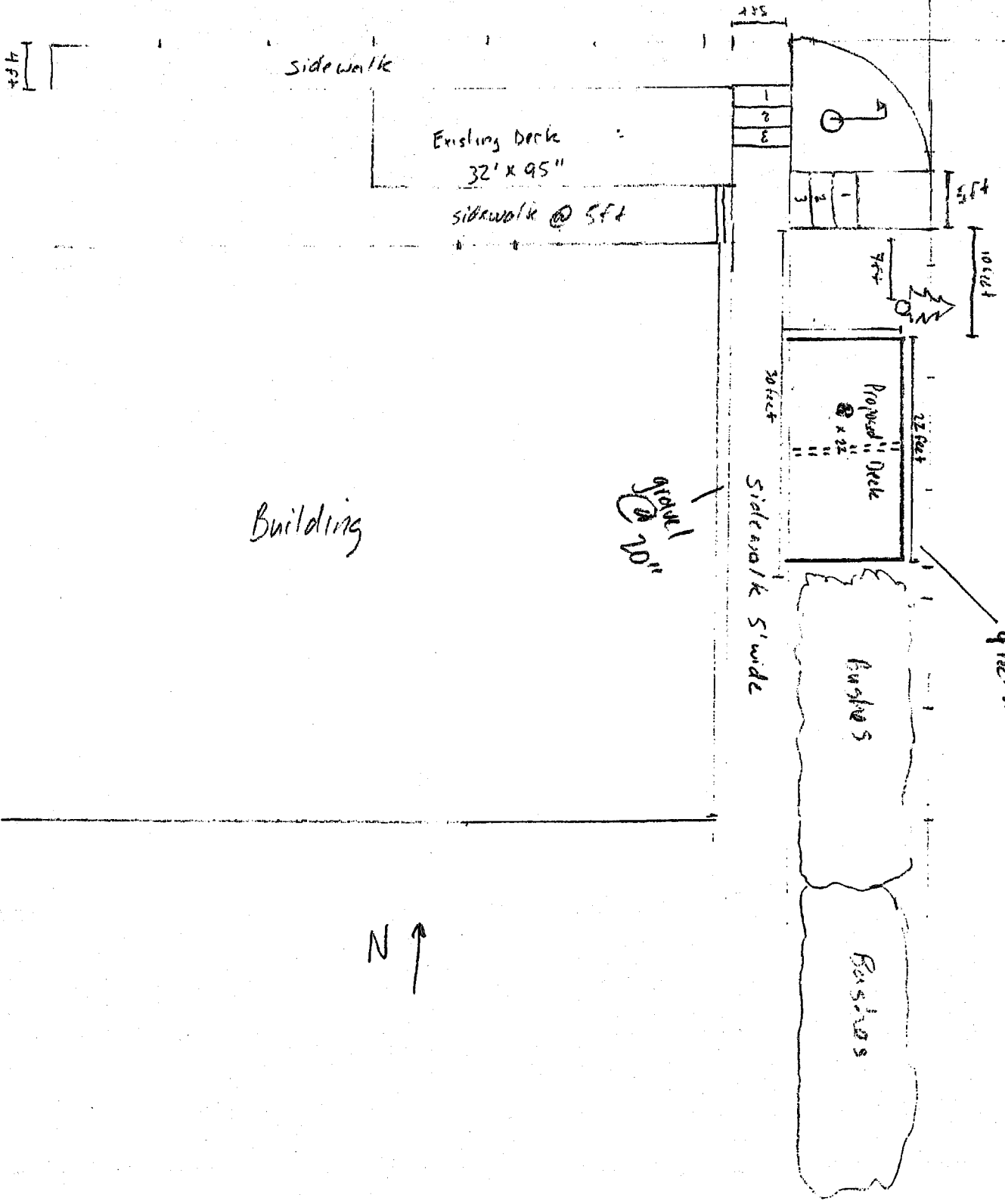
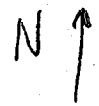
Proposed Deck  
22' x 22'

Bushes

Bushes

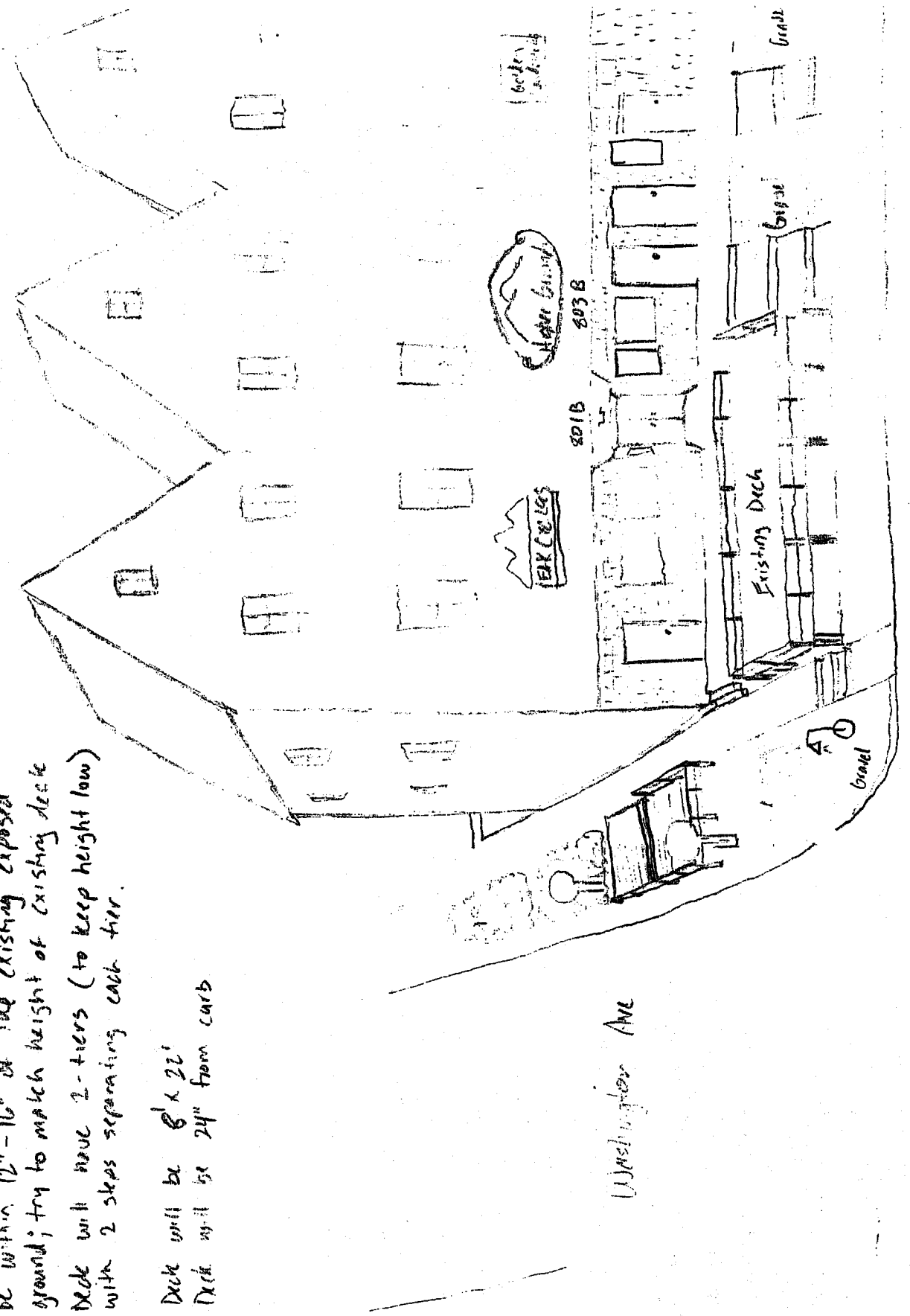
4 feet of buffer

Washing



# 14th & Washington

- \* Back end of deck will be low and will be within 12"-16" of the existing exposed ground; try to match height of existing deck
- \* Deck will have 2-tiers (to keep height low) with 2 steps separating each tier.
- \* Deck will be 8' x 22'
- \* Deck will be 24" from curb





R \$31.00

D \$0.00

AGR

2007093818

08/13/2007 10:32:42 AM 6 Page(s)

Jefferson County, Colorado

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31.00  
AD

1-b

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2

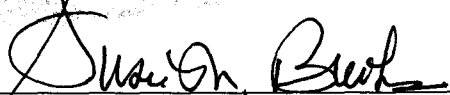
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CITY OF GOLDEN

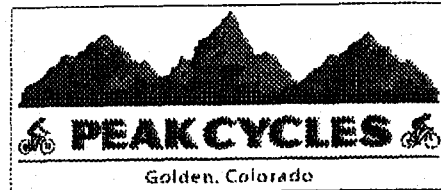
John Polli

  
 \_\_\_\_\_  
 Chuck J. Barech  
 Mayor  
 Date: 4/16/07

  
 \_\_\_\_\_  
 Date: 4/23/07

ATTEST:  
  
 \_\_\_\_\_  
 Susan M. Brooks, MMC  
 City Clerk  
 Date: 4/16/07

3



801-B 14th St.  
Golden , CO 80401  
303.216.1616  
888.606.1616

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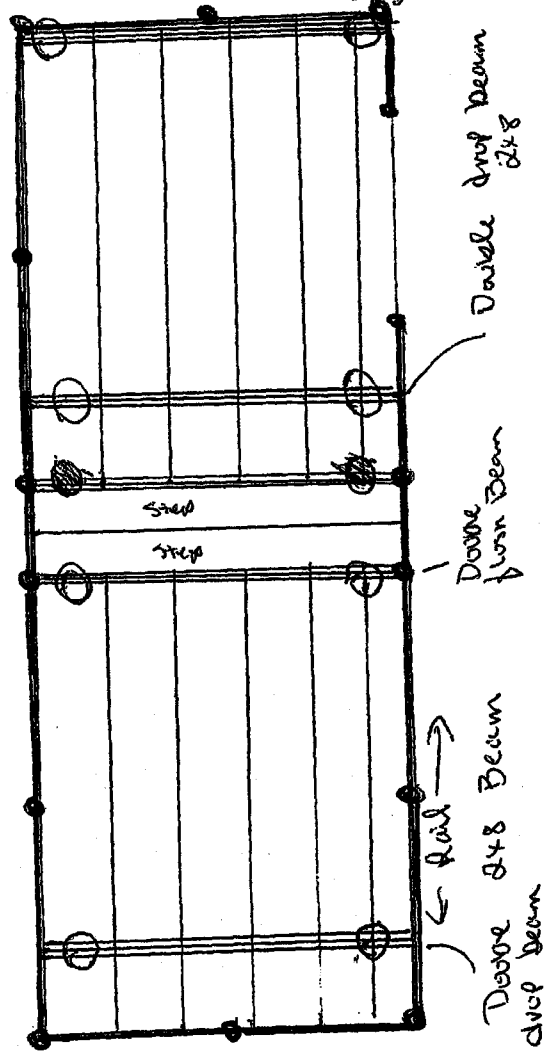
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Peak Cycles  
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TAX 040 700 1-1-1

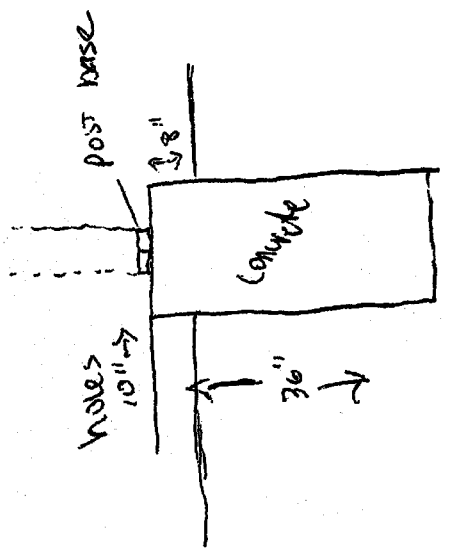
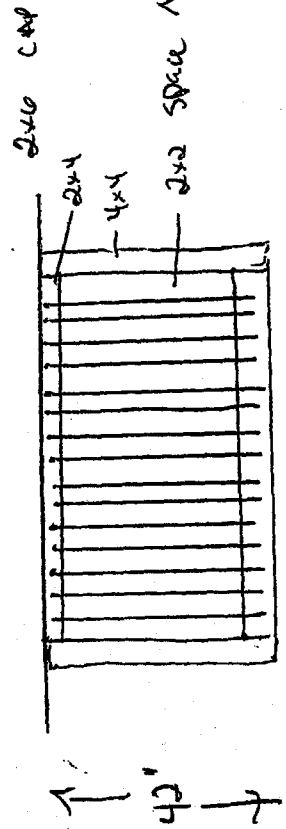
(X) Tree

← Rail →



TOTAL OF 8 NOES @ 10 x 36"  
Decking to be 2x6 x 8' Redwood

Rail height 42" off deck

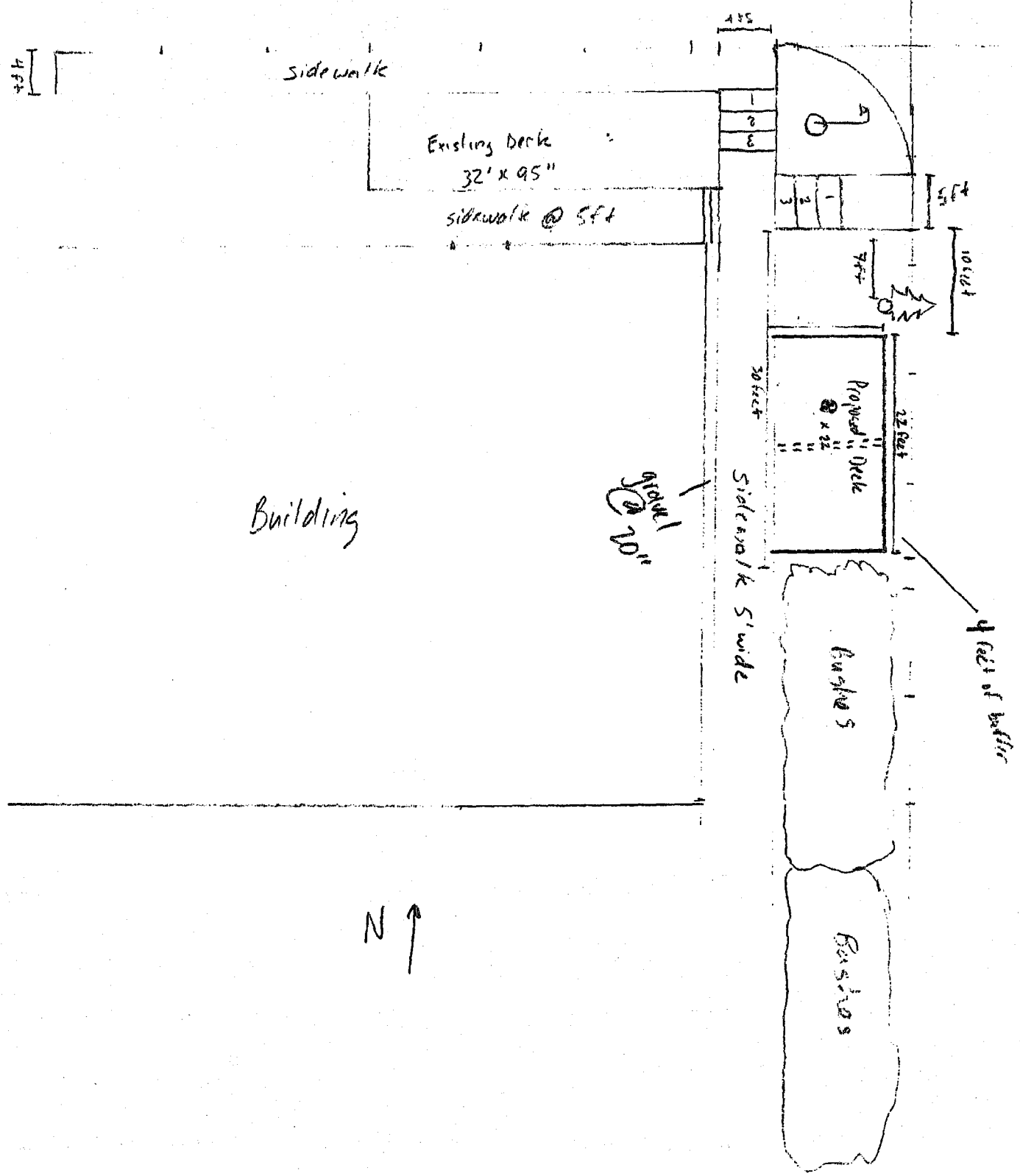


F

POOR COPY

14'

5

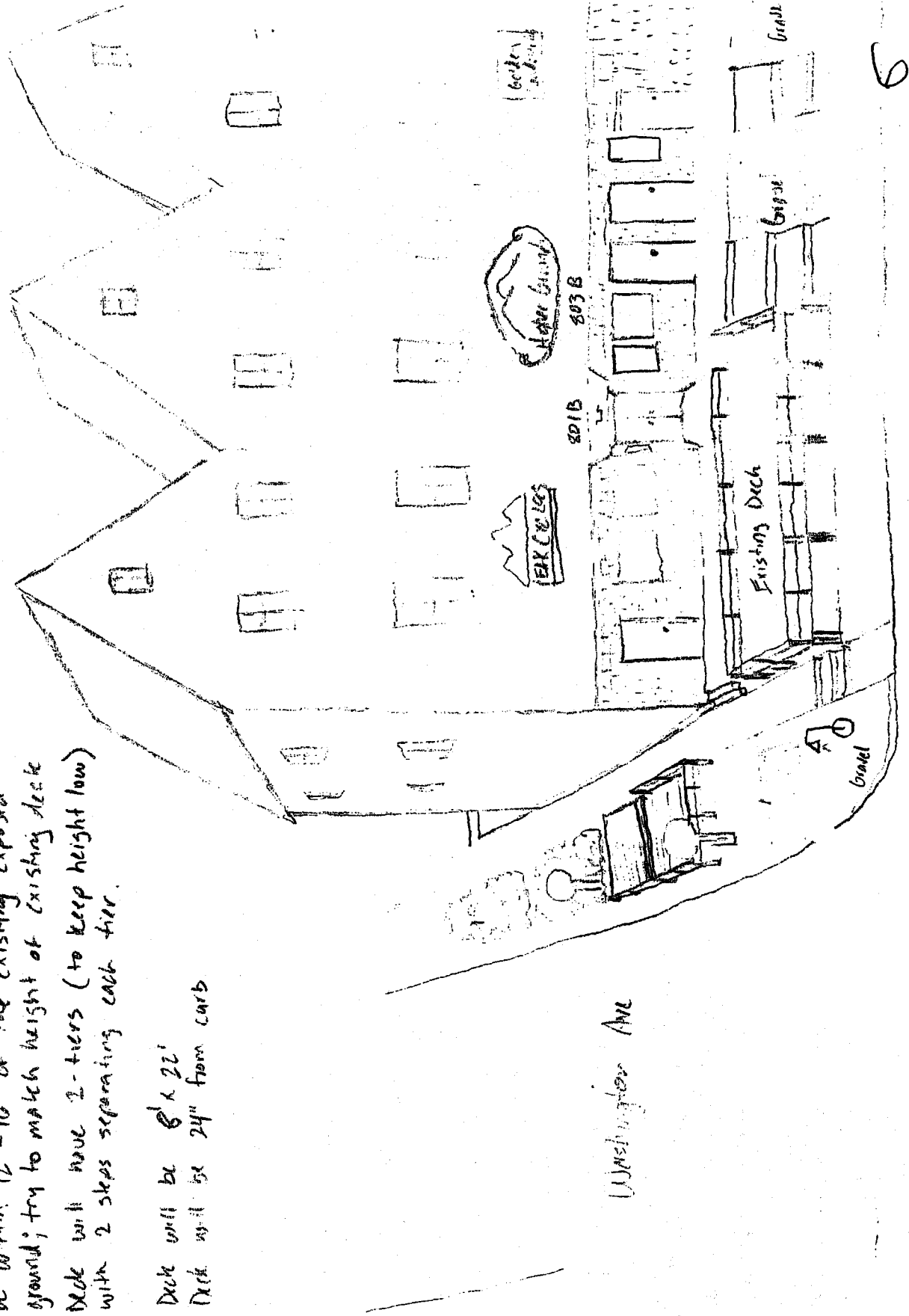


Washington

POOR COPY

14th & Washington

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14th St

14