

## TOWN OF CRESTED BUTTE PUBLIC WORKS DEPARTMENT

### TEMPORARY ENCROACHMENT PERMIT CHECKLIST

This checklist has been provided to serve the applicant as a reminder to include all required documents and application processing fees. **Incomplete applications will not be accepted.**

- Completed Application Form (*do not leave blank spaces*).
- Obtain and sign “Affidavit of Insurance Coverage”. This document is attached.
- A nonrefundable application review fee of \$\_\_\_\_\_, in cash or check issued to the Town of Crested Butte to be submitted with application. Do not combine fees.
- Traffic management plan. This plan includes vehicular and pedestrian traffic, protection devices for trees and notifications of all emergency service authorities.
- Applications must be accompanied by an attached, accurately drawn “Scaled Plan” of the site on 8 ½” x 11” OR 11” x 17” sheets of paper. The plan shall indicate the requested area to be encroached with square footage of public property utilized and parking locations (if requested), abutting property lines, abutting property addresses and abutting street names.
- Applications must be accompanied by any encroachment license agreements granted by the Town.
- Please allow five (5) business days for review. **Permit must be posted on jobsite.**

# Town of Crested Butte

# Temporary Encroachment Permit

507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224

Phone (970) 349-5338; Fax (970) 349-6626

PERMIT NO. \_\_\_\_\_

|   |  |                           |  |
|---|--|---------------------------|--|
| Project Address:  |  | Master Building Permit #: |  |
| Owner:  | Owner's Mailing Address:   | Owner's Phone:            |  |
| Owner's Authorized Agent:                                   | Agent's Mailing Address:   | Agent's Phone:            |  |
| Agent's Email Address:                                      |  |                           |  |
| Contractor:   | Contractor's Address:  | Contractor's Phone:       |  |
| Item of Encroachment:                                       | <input type="checkbox"/> Dumpster <input type="checkbox"/> Crane/Vehicle <input type="checkbox"/> Trailer <input type="checkbox"/> Other (Describe): _____ |                           |  |
| Location of Encroachment:                                   | <input type="checkbox"/> Sidewalk <input type="checkbox"/> Alley <input type="checkbox"/> Street <input type="checkbox"/> Other (Describe): _____          |                           |  |
| Purpose of Encroachment:                                    | Description of Encroachment (w drawings attached hereto):  |                           |  |
| Requested Right of Way Encroachment (Location and Sq. Ft.): | Dates of Encroachment (Dates and Times):   |                           |  |
| Requested Parking Spaces:                                   | Dates of Parking:  |                           |  |

A temporary permit (this Permit) is hereby granted to Owner to occupy, maintain and utilize the above-described portion of public right-of-way for the purposes described above. This Permit is granted for a specific use and within a specified term as checked above, subject to being terminated at any time for any reason at the sole discretion of the Town. This Permit shall at all times be subordinate to the right of the Town to use said area for any public purpose.

The Town hereby grants to Owner a temporary encroachment license (the "License") to construct, keep and maintain the improvements as described in Exhibit "A" (the "Improvements") attached hereto on public property in the location set forth on Exhibit "B" attached hereto. The License term shall be for \_\_\_\_\_ or until the Town determines that the Improvements must be removed in order to make the public property available for public use or for such other reason as determined by the Town in its sole discretion, including, without limitation, its breach of any term of this Permit.

Upon notice to Owner from the Town, the Improvements must be promptly removed. In the event that the Improvements are not so removed by Owner, the Town may remove the Improvements and restore the location to its original condition at Owner's sole cost and expense. In such case the Town shall have no responsibility for damage to the Improvements or Owner's other property, whether personal or real property, located on public property. Owner shall immediately reimburse the Town such costs and expenses incurred by the Town in such removal.

Owner assumes the risk of damage to the Improvements and agrees to repair any damage to the public property, Town property and any third party's property arising from or relating to Owner's use of public property. Additionally, Owner assumes all risk of damage to property or injury to persons, including death, in connection, whether directly or indirectly, with the License and the Improvements. In the event of any such damage or injury, Owner agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees.

Owner agrees to indemnify and hold harmless the Town, its elected and appointed officials, officers, employees, insurers, insurance pools, contractors, agents and attorneys, from and against any and all liability, claims and demands, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, death, property loss or damages, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Permit, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or part by the act, omission, error, professional error, mistake, negligence or other fault of Owner. Owner agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claim or demands at the sole expense of Owner; or, at the option of the Town, Owner agrees to pay or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Owner agrees to bear all other costs and expenses related thereto, including, without limitation, court costs and attorneys' fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. Owner also agrees to reimburse the Town for loss, costs or damage to all impacted improvements constructed within the Permit encroachment area.

The Town may terminate this Permit at any time and for any reason at the sole discretion of the Town. Upon such termination, Owner shall, at Owner's expense, remove any Permit improvements or encroachments from said public right-of-way. The public right-of-way shall be restored to a condition satisfactory to the Town.

Owner is responsible for the maintenance and repair of the public right-of-way, together with Permit improvements constructed therein, which the Town, in the exercise of its discretion, shall determine to be necessary to keep the same in a safe and clean condition. Owner shall restore the right-of-way under the Permit encroachment to its original or better conditions immediately and in accordance with the latest Town standards for improvements of public right-of-way. Owner acknowledges and agrees that this Permit is issued with the specific understanding that it is subject to the terms and conditions of the Crested Butte Municipal, including Chapter 11, Article 2 thereof.

Owner / Agent's Signature

Print Name:

Date:

**For Office Use Only:**

Approval Conditions:



within seven (7) days of receipt of insurer's notification to that effect. Licensee shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

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Signature

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Date

By signing the above I understand and agree with the fore mentioned statement.

Town of Crested Butte Public Works Department

 970-349-5338

REVISED: 7/26/13