

1 **BY AUTHORITY**

2 RESOLUTION NO. CR16-0405
3 SERIES OF 2016

COMMITTEE OF REFERENCE:
Infrastructure & Culture

4 **A RESOLUTION**

5 **Amending the revocable permit granted by Resolution No. 44, Series of 2010,**
6 **to Denver Bike Sharing to encroach into the right-of-way with a bicycle docking**
7 **station at 2490 N. Broadway.**

8
9 **NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY**
10 **OF DENVER:**

11 **Section 1.** The City and County of Denver (“City”) hereby amends the revocable permit
12 granted to Denver Bike Sharing and its successors and assigns (“Permittee”), to encroach into the
13 right-of-way with the following additional encroachments: expand the current footprint of the
14 bicycle docking station to include 4 additional bicycles, and expand the current encroachment
15 area by 61 square feet for a new total encroachment area of 291 square feet (“Encroachments”) at
16 2940 N. Broadway (“Encroachment Area”), as defined in Resolution No. 44, Series 2010.

17 **Section 2.** The revocable permit (“Permit”) granted by this Resolution is expressly
18 granted upon and subject to each and all of the following terms and conditions:

19 (a) Permittee shall obtain a street occupancy permit from City’s Public Works Permit
20 Operations at 2000 West 3rd Avenue, 303-446-3759, prior to commencing construction.

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

23 (c) If the Permittee intends to install any underground facilities in or near a public road,
24 street, alley, right-of-way or utility easement, the Permittee shall join the Statewide Notification
25 Association of Owners and Operators of Underground Facilities by contacting the Utility Notification
26 Center of Colorado, 12600 West Colfax Avenue, Suite B-310, Lakewood, Colorado 80215, at 303-
27 232-1991. Further, Permittee shall contact the Utility Notification Center at 1-800-922-1987 to
28 locate underground facilities prior to commencing any work under this Permit.

29 (d) Permittee is fully responsible for any and all damages incurred to facilities of the
30 Denver Water and/or drainage facilities for water and sewage of the City due to activities
31 authorized by the Permit. Should the relocation or replacement of any drainage facilities for water
32 and sewage of the City become necessary as determined by the City’s Executive Director of Public
33 Works (“Executive Director”), in the Executive Director’s sole and absolute discretion, Permittee
34 shall pay all cost and expense of the portion of the sewer affected by the permitted structure. The
35 extent of the affected portion to be replaced or relocated by Permittee shall be determined by the

1 Executive Director. Any and all replacement or repair of facilities of the Denver Water and/or
2 drainage facilities for water and sewage of the City attributed to the Permittee shall be made by the
3 Denver Water and/or the City at the sole expense of the Permittee. In the event Permittee's
4 facilities are damaged or destroyed due to the Denver Water or the City's repair, replacement
5 and/or operation of its facilities, repairs will be made by the Permittee at its sole expense.
6 Permittee agrees to defend, indemnify and save the City harmless and to repair or pay for the
7 repair of any and all damages to said sanitary sewer, or those damages resulting from the failure
8 of the sewer to properly function as a result of the permitted structure.

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

12 (f) All construction in, under, on or over the Encroachment Area shall be accomplished
13 in accordance with the Building Code of the City. Plans and specifications governing the
14 construction of the Encroachments shall be approved by the Executive Director and the Director of
15 Building Inspection Division prior to construction. Upon completion, a reproducible copy of the
16 exact location and dimensions of the Encroachments shall be filed with the Executive Director.

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

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

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

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

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

8 (l) During the existence of the Encroachments and this Permit, Permittee, its successors
9 and assigns, at its expense, and without cost to the City, shall procure and maintain a single limit
10 comprehensive general liability insurance policy with a limit of not less than \$500,000.00. All
11 coverages are to be arranged on an occurrence basis and include coverage for those hazards
12 normally identified as X.C.U. during construction. The insurance coverage required herein
13 constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or
14 lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All
15 insurance coverage required herein shall be written in a form and by a company or companies
16 approved by the Risk Manager of the City and authorized to do business in the State of Colorado.
17 A certified copy of all such insurance policies shall be filed with the Executive Director, and each
18 such policy shall contain a statement therein or endorsement thereon that it will not be canceled or
19 materially changed without written notice, by registered mail, to the Executive Director at least
20 thirty (30) days prior to the effective date of the cancellation or material change. All such insurance
21 policies shall be specifically endorsed to include all liability assumed by the Permittee hereunder
22 and shall name the City as an additional insured.

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

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

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

32 **Section 3.** That the Permit hereby granted shall be revocable at any time that the Council
33 of the City and County of Denver shall determine that the public convenience and necessity or the

1 public health, safety or general welfare require such revocation, and the right to revoke the same is
2 hereby expressly reserved to the City; provided however, at a reasonable time prior to City Council
3 action upon such revocation or proposed revocation, opportunity shall be afforded to Permittee, its
4 successors and assigns, to be present at a hearing to be conducted by the City Council upon such
5 matters and thereat to present its views and opinions thereof and to present for consideration
6 action or actions alternative to the revocation of such Permit.

7 COMMITTEE APPROVAL DATE: June 2, 2016 by consent

8 MAYOR-COUNCIL DATE: June 7, 2016

9 PASSED BY THE COUNCIL: _____, 2016

10 _____ - PRESIDENT

11 ATTEST: _____ - CLERK AND RECORDER,
12 EX-OFFICIO CLERK OF THE
13 CITY AND COUNTY OF DENVER
14

15 PREPARED BY: Bradley A. Beck, Assistant City Attorney DATE: June 9, 2016

16
17 Pursuant to section 14-12, D.R.M.C., this proposed resolution has been reviewed by the office of
18 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
19 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to
20 § 3.2.6 of the Charter.

21
22 Denver City Attorney

23
24 BY: _____, Assistant City Attorney DATE: _____, 2016