

1 **BY AUTHORITY**

2 RESOLUTION NO. CR17-0232
3 SERIES OF 2017

COMMITTEE OF REFERENCE:
Land Use, Transportation & Infrastructure

4 **A RESOLUTION**

5 **Amending Resolution No. 43, Series 2010 to expand the area of the revocable**
6 **permit to Denver Bike Sharing, to encroach into the right-of-way at 1515 Delgany**
7 **Street.**

8 **BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

9 **Section 1.** The City and County of Denver (“City”) hereby grants to Denver Bike Sharing
10 and its successors and assigns (“Permittee”), a revocable permit that expands the encroachment
11 area granted by Resolution No. 43, Series of 2010, to further encroach into the right-of-way with a
12 bicycle docking station (“Encroachments”) at 1515 Delgany Street in the following described area
13 (“Encroachment Area”):

14 1515 Delgany St.

- 15
16 • Located approximately 145 feet east of 15th St.
17 • Bike station footprint is 200 sq. ft.

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

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

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

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

30 (d) Permittee is fully responsible for any and all damages incurred to facilities of the Water
31 Department and/or drainage facilities for water and sewage of the City due to activities authorized
32 by the Permit. Should the relocation or replacement of any drainage facilities for water and sewage
33 of the City become necessary as determined by the City’s Executive Director of Public Works

1 (“Executive Director”), in the Executive Director's sole and absolute discretion, Permittee shall pay
2 all cost and expense of the portion of the sewer affected by the permitted structure. The extent of
3 the affected portion to be replaced or relocated by Permittee shall be determined by the Executive
4 Director. Any and all replacement or repair of facilities of the Denver Water and/or drainage facilities
5 for water and sewage of the City attributed to the Permittee shall be made by the Denver Water
6 and/or the City at the sole expense of the Permittee. In the event Permittee’s facilities are damaged
7 or destroyed due to the Denver Water or the City’s repair, replacement and/or operation of its
8 facilities, repairs will be made by the Permittee at its sole expense. Permittee agrees to defend,
9 indemnify and save the City harmless and to repair or pay for the repair of any and all damages to
10 said sanitary sewer, or those damages resulting from the failure of the sewer to properly function
11 as a result of the permitted structure.

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

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

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

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

30 (i) Permittee shall remove and replace any and all street/alley paving, sidewalks, and
31 curb and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that
32 become broken, damaged or unsightly during the course of construction. In the future, Permittee
33 shall also remove, replace or repair any street/alley paving, sidewalks, and curb and gutter that

1 become broken or damaged when, in the opinion of the City Engineer, the damage has been caused
2 by the activity of the Permittee within the Encroachment Area. All repair work shall be accomplished
3 without cost to the City and under the supervision of the City Engineer.

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

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

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

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

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

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

4 **Section 3.** That the Permit hereby granted shall be revocable at any time that the Council
5 of the City and County of Denver shall determine that the public convenience and necessity or the
6 public health, safety or general welfare require such revocation, and the right to revoke the same is
7 hereby expressly reserved to the City; provided however, at a reasonable time prior to City Council
8 action upon such revocation or proposed revocation, opportunity shall be afforded to Permittee, its
9 successors and assigns, to be present at a hearing to be conducted by the City Council upon such
10 matters and thereat to present its views and opinions thereof and to present for consideration action
11 or actions alternative to the revocation of such Permit.

12 COMMITTEE APPROVAL DATE: February 21, 2017 by Consent

13 MAYOR-COUNCIL DATE: February 28, 2017

14 PASSED BY THE COUNCIL: _____

15 _____ - PRESIDENT

16 ATTEST: _____ - CLERK AND RECORDER,
17 EX-OFFICIO CLERK OF THE
18 CITY AND COUNTY OF DENVER

19 PREPARED BY: Brent A. Eisen, Assistant City Attorney DATE: March 2, 2017

20 Pursuant to section 14-12, D.R.M.C., this proposed resolution has been reviewed by the office of
21 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
22 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to §
23 3.2.6 of the Charter.

24 Kristin M. Bronson, Denver City Attorney

25 BY: _____, Assistant City Attorney DATE: _____