

1 **BY AUTHORITY**

2 RESOLUTION NO. CR15-0100
3 SERIES OF 2015
4

COMMITTEE OF REFERENCE:
Infrastructure & Culture

5 **A RESOLUTION**

6 **Granting a revocable permit to Triangle at Union Station Development, LLC to**
7 **encroach into the right-of-way at 1550 Wewatta Street.**

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 hereby grants to Triangle at Union Station
12 Development, LLC, and its successors and assigns (“Permittee”), a revocable permit to encroach
13 into the right-of-way with plaza site improvements including concrete pavers, concrete
14 foundations, waterproofing elements, site walls, stairs, fixed seating elements, planter pots,
15 landscaping, lighting, signage, swing play structures, lattice wall, hand rails and guardrails,
16 canopy, tables and chairs, umbrellas, waste receptacles, bike racks, and an underground 12” PVC
17 private storm sewer and trench drain (“Encroachments”) at 1550 Wewatta Street, in the following
18 described area (“Encroachment Area”):

19
20 **PARCEL DESCRIPTION ROW NO. 2011-0477-03-001**

21 A PARCEL BEING A PORTION OF THE OLD WEWATTA STREET RIGHT OF WAY,
22 EAST DENVER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 33,
23 TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
24 CITY AND COUNTY OF DENVER, MORE PARTICULARLY DESCRIBED AS
25 FOLLOWS:

26 BEGINNING AT THE EASTERNMOST CORNER OF BLOCK 10, SAID EAST DENVER;
27 THENCE SOUTH 44°53'23” WEST ALONG THE SOUTHEASTERLY LINE OF SAID
28 BLOCK 10, A DISTANCE OF 206.76 FEET TO A POINT ON THE EASTERLY RIGHT
29 OF WAY OF EXISTING WEWATTA STREET; THENCE ALONG A NON-TANGENT
30 CURVE TO THE RIGHT WITH A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF
31 21°56'59”, A CHORD BEARING SOUTH 12°39'10” WEST 123.75 FEET, AND A
32 LENGTH OF 124.51 FEET; THENCE SOUTH 45°06'37” EAST A DISTANCE OF 5.49
33 FEET; THENCE NORTH 44°53'23” EAST, PARALLEL TO THE SOUTHEASTERLY
34 LINE OF SAID BLOCK 10, A DISTANCE OF 311.51 FEET TO A POINT ON THE
35 SOUTHWESTERLY RIGHT OF WAY OF VACATED 16TH STREET; THENCE ALONG
36 SAID SOUTHWESTERLY RIGHT OF WAY OF VACATED 16TH STREET NORTH
37 45°10'41” WEST A DISTANCE OF 71.50 FEET TO THE POINT OF BEGINNING.

38 [continued on next page]

1 CONTAINING 18,324 SQ. FEET, MORE OR LESS.

2 TOGETHER WITH A PRIVATE STORM LINE ENCROACHMENT INTO THE
3 WEWATTA STREET RIGHT OF WAY, WITH A CENTERLINE MORE
4 PARTICULARLY DESCRIBED AS FOLLOWS:

5 BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY OF WEWATTA
6 STREET FROM WHICH THE SAID EASTERNMOST CORNER OF BLOCK 10 BEARS
7 NORTH 40°22'09" EAST, A DISTANCE OF 228.33 FEET; THENCE ALONG THE
8 CENTERLINE OF A PROPOSED PRIVATE STORM LINE NORTH 78°20'36" WEST, A
9 DISTANCE OF 27.90 FEET; THENCE CONTINUING ALONG SAID STORM LINE
10 NORTH 11°39'24" EAST, A DISTANCE OF 62.91 FEET; THENCE CONTINUING
11 ALONG SAID STORM LINE NORTH 13°56'10" WEST, A DISTANCE OF 46.52 FEET
12 TO THE TERMINUS OF SAID STORM LINE AT AN EXISTING STORM INLET.
13

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

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

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

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

26 (d) Permittee is fully responsible for any and all damages incurred to facilities of the
27 Water Department and/or drainage facilities for water and sewage of the City and County of
28 Denver due to activities authorized by the permit. Should the relocation or replacement of any
29 drainage facilities for water and sewage of the City and County of Denver become necessary as
30 determined by the Manager of Public Works, in the Manager's sole and absolute discretion,
31 Permittee shall pay all cost and expense of the portion of the sewer affected by the permitted
32 structure. The extent of the affected portion to be replaced or relocated by Permittee shall be
33 determined by the Manager of Public Works. Any and all replacement or repair of facilities of the
34 Water Department and/or drainage facilities for water and sewage of the City and County of
35 Denver attributed to the Permittee shall be made by the Water Department and/or the City and
36 County of Denver at the sole expense of the Permittee. In the event Permittee's facilities are
37 damaged or destroyed due to the Water Department's or the City and County of Denver's repair,

1 replacement and/or operation of its facilities, repairs will be made by the Permittee at its sole
2 expense. Permittee agrees to defend, indemnify and save the City harmless and to repair or pay
3 for the repair of any and all damages to said sanitary sewer, or those damages resulting from the
4 failure of the sewer to properly function as a result of the permitted structure.

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

8 (f) All construction in, under, on or over the Encroachment Area shall be accomplished
9 in accordance with the Building Code of the City and County of Denver. Plans and Specifications
10 governing the construction of the Encroachments shall be approved by the Manager of Public
11 Works and the Director of Building Inspection Division prior to construction. Upon completion, a
12 reproducible copy of the exact location and dimensions of the Encroachments shall be filed with
13 the Manager of Public Works.

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

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

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

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

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

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

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

27 (n) The right to revoke this permit is expressly reserved to the City and County of
28 Denver.

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

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33 **[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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

9 COMMITTEE APPROVAL DATE: February 26, 2015 by consent

10 MAYOR-COUNCIL DATE: March 3, 2015

11 PASSED BY THE COUNCIL: _____, 2015

12 _____ - PRESIDENT

13 ATTEST: _____ - CLERK AND RECORDER,
14 EX-OFFICIO CLERK OF THE
15 CITY AND COUNTY OF DENVER
16

17 PREPARED BY: Brent A. Eisen, Assistant City Attorney DATE: March 5, 2015
18

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

24 D. Scott Martinez, Denver City Attorney

25
26 BY: _____, Assistant City Attorney DATE: _____, 2015