

1 BY AUTHORITY

2 RESOLUTION NO. CR11-0129
3 SERIES OF 2011

COMMITTEE OF REFERENCE:
Land Use, Transportation & Infrastructure

4 A RESOLUTION

5 **Granting a revocable permit to Denver Union Station Project Authority (DUSPA) to**
6 **encroach into the right-of-way with chilled water lines at Wewatta Street, between**
7 **19th Street and 17th Street.**

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

10 **Section 1.** The City and County of Denver hereby grants to Denver Union Station Project
11 Authority (DUSPA) and its successors and assigns ("Permittee"), a revocable permit to encroach into
12 the right-of-way with chilled water lines at Wewatta Street, between 19th Street and 17th Street,
13 ("Encroachments") in the following described area ("Encroachment Area"):

A parcel lying in the City and County of Denver's Wewatta Street Right of Way, and being in the Southeast Quarter of Section 28 and the Northeast Quarter of Section 33, Township 3 South, Range 68 West of the 6th Principal Meridian, said City and County of Denver, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 33;
THENCE N82°49'57"W a distance of 772.76 feet, to a point on the southeasterly Right-of-Way line of said Wewatta Street, said point also being the **POINT OF BEGINNING**;

THENCE the following two (2) courses coincident with said southeasterly Right-of-Way line of Wewatta Street;

- 1) along the arc of a curve to the right, having a central angle of 0°40'40", a radius of 325.00 feet, a chord bearing of S84°07'14"W a distance of 3.84 feet, and an arc distance of 3.84 feet;
- 2) **THENCE** along the arc of a curve to the left, tangent with the last described curve, having a central angle of 2°29'53", a radius of 215.00 feet, a chord bearing of S83°12'38"W a distance of 9.37 feet, and an arc distance of 9.37 feet;

THENCE N45°07'11"W non-tangent with the last described curve a distance of 58.63 feet;

THENCE S75°19'40"W a distance of 57.28 feet;
THENCE S44°52'57"W a distance of 411.94 feet;
THENCE N44°39'16"W a distance of 10.33 feet;
THENCE N44°52'57"E a distance of 275.25 feet;
THENCE N44°49'56"W a distance of 6.87 feet;
THENCE N45°10'04"E a distance of 11.96 feet;
THENCE S44°49'56"E a distance of 6.81 feet;
THENCE N44°52'57"E a distance of 127.45 feet;
THENCE N75°19'40"E a distance of 66.01 feet;
THENCE S45°07'11"E a distance of 72.79 feet to the **POINT OF BEGINNING**.

Containing 5,666 square feet, (0.130 Acres), more or less.

BASIS OF BEARING for this description is a line between the Northeast Corner of Section 33, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box) and the West 1/16th Corner of Sections 27 & 34, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box). Said line bears S89°56'41"E (assumed) a distance of 1,322.78 feet.

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

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

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

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

(d) Permittee is fully responsible for any and all damages incurred to facilities of the Water Department and/or drainage facilities for water and sewage of the City and County of Denver due to activities authorized by the permit. Should the relocation or replacement of any drainage facilities for water and sewage of the City and County of Denver become necessary as determined by the Manager of Public Works, in the Manager's sole and absolute discretion, Permittee shall pay all cost and expense of the portion of the sewer affected by the permitted structure. The extent of the affected portion to be replaced or relocated by Permittee shall be determined by the Manager of Public Works.

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

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

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

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

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

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

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

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

1 (l) During the existence of the Encroachments and this permit, Permittee, its successors
2 and assigns, at its expense, and without cost to the City and County of Denver, shall procure and
3 maintain a single limit comprehensive general liability insurance policy with a limit of not less than
4 \$500,000.00. All coverages are to be arranged on an occurrence basis and include coverage for
5 those hazards normally identified as X.C.U. during construction. The insurance coverage required
6 herein constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or
7 lessen the liability of the Permittee, its successors or assigns, under the terms of this permit. All
8 insurance coverage required herein shall be written in a form and by a company or companies
9 approved by the Risk Manager of the City and County of Denver and authorized to do business in the
10 State of Colorado. A certified copy of all such insurance policies shall be filed with the Manager of
11 Public Works, and each such policy shall contain a statement therein or endorsement thereon that it
12 will not be canceled or materially changed without written notice, by registered mail, to the Manager of
13 Public Works at least thirty (30) days prior to the effective date of the cancellation or material change.
14 All such insurance policies shall be specifically endorsed to include all liability assumed by the
15 Permittee hereunder and shall name the City and County of Denver as an additional insured.

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

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

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

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

33

1 COMMITTEE APPROVAL DATE: February 24, 2011 by consent.

2 MAYOR-COUNCIL DATE: March 1, 2011

3 PASSED BY THE COUNCIL: _____, 2011

4 _____ - PRESIDENT

5 ATTEST: _____ - CLERK AND RECORDER,
6 EX-OFFICIO CLERK OF THE
7 CITY AND COUNTY OF DENVER

8 PREPARED BY: KAREN A. AVILES, Assistant City Attorney DATE: March 2, 2011

9 Pursuant to section 13-12, D.R.M.C., this proposed resolution has been reviewed by the office of the
10 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
11 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to §
12 3.2.6 of the Charter.

13 David R. Fine, City Attorney

14 BY: _____, Assistant City Attorney DATE: _____, 2011