

1 **BY AUTHORITY**

2 RESOLUTION NO. CR16-1076
3 SERIES OF 2016

COMMITTEE OF REFERENCE:
Land Use, Transportation & Infrastructure

4 **A RESOLUTION**

5 **Granting a revocable permit to Hanover R.S. Limited Partnership, to encroach**
6 **into the alley bounded by South Broadway Street, Lincoln Street, Arizona**
7 **Avenue and Mississippi Avenue.**

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 Hanover R.S. Limited
10 Partnership and its successors and assigns ("Permittee"), a revocable permit to encroach into the
11 right-of-way with a pedestrian bridge ("Encroachments") in the following described area
12 ("Encroachment Area"):

13 **PARCEL DESCRIPTION ROW NO. 2016-ENCROACHMENT-0000045-001:**

14 A PARCEL OF LAND BEING A PART OF THE ALLEY ADJACENT TO LOT 17 AND LOT 32,
15 BLOCK 8, SHERMAN SUBDIVISION, SITUATED IN THE NORTHEAST QUARTER OF SECTION
16 22, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND
17 COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS
18 FOLLOWS:

19 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 17;

20 THENCE SOUTH 00°04'20" EAST ALONG THE WEST LINE OF SAID ALLEY, A DISTANCE OF
21 11.69 FEET TO THE POINT OF BEGINNING;

22 THENCE NORTH 89°55'40" EAST, A DISTANCE OF 12.00 FEET TO A POINT ON THE EAST LINE
23 OF SAID ALLEY;

24 THENCE SOUTH 00°04'20" EAST ALONG SAID EAST LINE, A DISTANCE OF 8.83 FEET;

25 THENCE SOUTH 89°55'40" WEST, A DISTANCE OF 12.00 FEET TO A POINT ON THE WEST LINE
26 OF SAID ALLEY;

27 THENCE NORTH 00°04'20" WEST ALONG SAID WEST LINE, A DISTANCE OF 8.83 FEET TO THE
28 POINT OF BEGINNING.

29 PARCEL CONTAINS 106 SQUARE FEET, MORE OR LESS.

30 BEARINGS ARE BASED ON THE 16.00 FOOT RANGE LINE IN SOUTH LINCOLN STREET
31 BETWEEN MISSISSIPPI AVENUE AND ARIZONA AVENUE ASSUMED TO BEAR SOUTH
32 00°04'20" EAST.

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

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

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

7 (c) If the Permittee intends to install any underground facilities in or near a public road,
8 street, alley, right-of-way or utility easement, the Permittee shall join the Statewide Notification
9 Association of Owners and Operators of Underground Facilities by contacting the Utility Notification
10 Center of Colorado, 12600 West Colfax Avenue, Suite B-310, Lakewood, Colorado 80215, at 303-
11 232-1991. Further, Permittee shall contact the Utility Notification Center at 1-800-922-1987 to
12 locate underground facilities prior to commencing any work under this Permit.

13 (d) Permittee is fully responsible for any and all damages incurred to facilities of the Water
14 Department and/or drainage facilities for water and sewage of the City due to activities authorized
15 by the Permit. Should the relocation or replacement of any drainage facilities for water and sewage
16 of the City become necessary as determined by the City’s Executive Director of Public Works
17 (“Executive Director”), in the Executive Director’s sole and absolute discretion, Permittee shall pay
18 all cost and expense of the portion of the sewer affected by the permitted structure. The extent of
19 the affected portion to be replaced or relocated by Permittee shall be determined by the Executive
20 Director. Any and all replacement or repair of facilities of the Denver Water and/or drainage facilities
21 for water and sewage of the City attributed to the Permittee shall be made by the Denver Water
22 and/or the City at the sole expense of the Permittee. In the event Permittee’s facilities are damaged
23 or destroyed due to the Denver Water or the City’s repair, replacement and/or operation of its
24 facilities, repairs will be made by the Permittee at its sole expense. Permittee agrees to defend,
25 indemnify and save the City harmless and to repair or pay for the repair of any and all damages to
26 said sanitary sewer, or those damages resulting from the failure of the sewer to properly function
27 as a result of the permitted structure.

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

31 (f) All construction in, under, on or over the Encroachment Area shall be accomplished
32 in accordance with the Building Code of the City. Plans and specifications governing the
33 construction of the Encroachments shall be approved by the Executive Director and the Director of

1 Building Inspection Division prior to construction. Upon completion, a reproducible copy of the exact
2 location and dimensions of the Encroachments shall be filed with the Executive Director.

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

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

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

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

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

27 (l) During the existence of the Encroachments and this Permit, Permittee, its successors
28 and assigns, at its expense, and without cost to the City, shall procure and maintain a single limit
29 comprehensive general liability insurance policy with a limit of not less than \$500,000.00. All
30 coverages are to be arranged on an occurrence basis and include coverage for those hazards
31 normally identified as X.C.U. during construction. The insurance coverage required herein
32 constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or
33 lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All

1 insurance coverage required herein shall be written in a form and by a company or companies
2 approved by the Risk Manager of the City and authorized to do business in the State of Colorado.
3 A certified copy of all such insurance policies shall be filed with the Executive Director, and each
4 such policy shall contain a statement therein or endorsement thereon that it will not be canceled or
5 materially changed without written notice, by registered mail, to the Executive Director at least thirty
6 (30) days prior to the effective date of the cancellation or material change. All such insurance
7 policies shall be specifically endorsed to include all liability assumed by the Permittee hereunder
8 and shall name the City as an additional insured.

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

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

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

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

26 **REMAINDER OF PAGE INTENTIONALLY BLANK**

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1 COMMITTEE APPROVAL DATE: November 10, 2016, by consent

2 MAYOR-COUNCIL DATE: November 15, 2016

3 PASSED BY THE COUNCIL: _____

4 _____ - PRESIDENT

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

8 PREPARED BY: Brent A. Eisen, Assistant City Attorney DATE: November 17, 2016

9 Pursuant to section 14-12, D.R.M.C., this proposed resolution has been reviewed by the office of
10 the 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 Kristin M. Bronson, Denver City Attorney

14 BY: _____, Assistant City Attorney DATE: _____