

1 **BY AUTHORITY**

2 RESOLUTION NO. CR10-0416
3 SERIES OF 2010

COMMITTEE OF REFERENCE:
PUBLIC WORKS

4 **A RESOLUTION**

5 **Granting a revocable permit to Denver Bike Sharing to encroach into the right-of-**
6 **way with a kiosk at 2737 Larimer Street.**

7
8 **BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

9 **Section 1.** The City and County of Denver hereby grants to Denver Bike Sharing, a
10 Colorado nonprofit corporation and its successors and assigns (“Permittee”), a revocable permit to
11 encroach into the right-of-way with a kiosk (“Encroachment”) in the following area (“Encroachment
12 Area”):

13 2737 Larimer St., Denver, CO 80205

- 14 • Located on Larimer St., 220 feet West of 28th St.
- 15 • Kiosk footprint is 4 sq ft

16
17 **Section 2.** The revocable permit (“Permit”) granted by this resolution is expressly granted
18 upon and subject to each and all of the following terms and conditions:

19 (a) Permittee shall obtain a street occupancy permit from Public Works Permit Operations
20 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 that
22 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 locate
28 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 Water
30 Department and/or drainage facilities for water and sewage of the City and County of Denver due to
31 activities authorized by the permit. Should the relocation or replacement of any drainage facilities for
32 water and sewage of the City and County of Denver become necessary as determined by the
33 Manager of Public Works, in the Manager's sole and absolute discretion, Permittee shall pay all cost
34 and expense of the portion of the sewer affected by the permitted structure. The extent of the
35 affected portion to be replaced or relocated by Permittee shall be determined by the Manager of

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

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

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

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

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

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

1 the Permittee within the Encroachment Area. All repair work shall be accomplished without cost to
2 the City and under the supervision of the City Engineer.

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

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

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

23 All such insurance policies shall be specifically endorsed to include all liability assumed by the
24 Permittee hereunder and shall name the City and County of Denver as an additional insured.

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

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

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

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

9 COMMITTEE APPROVAL DATE: N/A

10 MAYOR-COUNCIL DATE: May 11, 2010

11 PASSED BY THE COUNCIL: _____, 2010

12 _____ - PRESIDENT

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

16 PREPARED BY: KAREN A. AVILES, ASSISTANT CITY ATTORNEY, DATE: May 12, 2010

17 Pursuant to section 13-12, D.R.M.C., this proposed resolution has been reviewed by the office of the
18 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 David R. Fine, City Attorney

22 BY: _____, Assistant City Attorney DATE: _____, 2010