

1 **BY AUTHORITY**

2 RESOLUTION NO. CR16-0356
3 SERIES OF 2016
4

COMMITTEE OF REFERENCE:
Infrastructure & Culture

5 **A RESOLUTION**

6 **Granting a revocable permit to Denver Bike Sharing, to encroach into the**
7 **right-of-way at 1600 Platte 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 (“City”) hereby grants to Denver Bike Sharing
12 and its successors and assigns (“Permittee”), a revocable permit to encroach into the right-of-way
13 with one (1) bicycle docking station (“Encroachment”) at 1600 Platte Street in the following
14 described area (“Encroachment Area”):

15 Location Description 27th Submittal

16 1600 Platte St, Denver CO 80202

- 17 • Located approximately 70 feet east of the NE corner of 16th Street and
- 18 Highland Bridge walkway/bike path.
- 19 • Bike station footprint is 312 sq. ft.
- 20

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

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

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

27 (c) If the Permittee intends to install any underground facilities in or near a public road,
28 street, alley, right-of-way or utility easement, the Permittee shall join the Statewide Notification
29 Association of Owners and Operators of Underground Facilities by contacting the Utility
30 Notification Center of Colorado, 12600 West Colfax Avenue, Suite B-310, Lakewood, Colorado
31 80215, at 303-232-1991. Further, Permittee shall contact the Utility Notification Center at 1-800-
32 922-1987 to locate underground facilities prior to commencing any work under this Permit.

33 (d) Permittee is fully responsible for any and all damages incurred to facilities of Denver
34 Water and/or drainage facilities for water and sewage of the City due to activities authorized by
35 the Permit. Should the relocation or replacement of any drainage facilities for water and sewage

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

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

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

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

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

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

1 shall also remove, replace or repair any street/alley paving, sidewalks, and curb and gutter that
2 become broken or damaged when, in the opinion of the City Engineer, the damage has been
3 caused by the activity of the Permittee within the Encroachment Area. All repair work shall be
4 accomplished without cost to the City and under the supervision of the City Engineer.

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

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

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

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

32 (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
5 Council of the City and County of Denver shall determine that the public convenience and
6 necessity or the public health, safety or general welfare require such revocation, and the right to
7 revoke the same is hereby expressly reserved to the City; provided however, at a reasonable time
8 prior to City Council action upon such revocation or proposed revocation, opportunity shall be
9 afforded to Permittee, its successors and assigns, to be present at a hearing to be conducted by
10 the City Council upon such matters and thereat to present its views and opinions thereof and to
11 present for consideration action or actions alternative to the revocation of such Permit.

12 COMMITTEE APPROVAL DATE: May 19, 2016 by Consent

13 MAYOR-COUNCIL DATE: May 24, 2016

14 PASSED BY THE COUNCIL: _____, 2016

15 _____ - PRESIDENT

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

19
20 PREPARED BY: Brent A. Eisen, Assistant City Attorney DATE: May 26, 2016

21
22 Pursuant to section 14-12, D.R.M.C., this proposed resolution has been reviewed by the office of
23 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
24 resolution. The proposed resolution is not submitted to the City Council for approval pursuant to
25 § 3.2.6 of the Charter.

26
27 Denver City Attorney

28
29 BY: _____, Assistant City Attorney DATE: _____, 2016