



PERMIT AMENDMENT APPLICATION

FOR ENCROACHMENTS & ENCUMBRANCES IN THE PUBLIC RIGHT-OF-WAY

If an Encroachment Permittee desires to make changes to their approved Encroachment and/or the associated Encroachment Permit, the Permittee shall first obtain an Encroachment Permit Amendment. Encroachment Permit Amendments will be approved by either Department of Transportation & Infrastructure (DOTI) or City Council in the same way the Encroachment Permit was originally approved. Questions on this application or the process can be sent to DOTI.ER@denvergov.org.

APPLICATION REQUIREMENTS:

- ☐ Completed Amendment Application submitted to DOTI.ER@denvergov.org with the following items:
- ☐ Copy of Encroachment Permit, Resolution, or Annual Encroachment Permit Bill
- ☐ Permit Amendment Fees (must be paid immediately after ER provides an invoice for your application)
- ☐ Revised Permit Application materials in accordance with applicable [Encroachment Permit](#) and [Small Cell Permit](#) Application Requirements. *Examples include, but are not limited to, revised: plans, calculations, reports, location, area description, permit application with new owner information.*

ENCROACHMENT OWNER/PERMITTEE:

Permittee: _____
Permittee Address: _____
Application Contact: _____
Contact Phone: _____ Contact Email: _____

ENCROACHMENT PERMIT INFORMATION:

Project Name/Description: _____
Permit Number: _____
Adjacent Property Address: _____

REASON FOR PERMIT AMENDMENT *(Please be detailed):*

AUTHORIZED

PERMITTEE SIGNATURE:

DATE:

PRINT NAME:

TITLE:

COMPANY:

City and County of Denver — Department of Transportation & Infrastructure
Right-of-Way Services | Engineering & Regulatory
201 West Colfax Ave. Dept. 507 | Denver, CO 80202
www.denvergov.org/doti
Phone: 720-865-3003

APPLICATION

FOR ENCROACHMENTS & ENCUMBRANCES IN THE PUBLIC RIGHT-OF-WAY

An Encroachment Permit is required prior to placing privately-owned improvements (“Encroachment” or “Encumbrance”) in the public Right-of-Way (ROW). Only Encroachment Permit Applications in accordance with [Rules and Regulations](#) and [Permit Entrance Requirements](#) for Encroachments in the Public Right-of-Way will be considered by the Department of Transportation & Infrastructure (DOTI). **It is the City’s sole discretion whether to grant an Encroachment Permit based on any facts the City feels are relevant. Approval is not guaranteed.**

To apply, complete this application and submit together with required application materials in accordance with the [Permit Entrance Requirements](#) to DOTI.ER@denvergov.org. Please type or print clearly. If necessary, attach additional sheets to fully answer any of the following sections. Incomplete applications packages will not be accepted. Questions on this application or the process can be sent to DOTI.ER@denvergov.org.

☐ **Check if this application is for Tier Determination only.** *If checked, the project will not be submitted for full review until confirmation, and remaining submittal requirements, are received by owner.*

ADJACENT PROPERTY OWNER:

The adjacent property owner or Authorized Special District will be the Encroachment Owner and Permittee and is the responsible party for the Encroachment in accordance with the Rules and Regulations, including all fees and annual billing.

Company Name: _____
Contact Name: _____
Property Address: _____
Billing Address: _____
Phone: _____ Email: _____

PRIMARY CONTACT: ☐ Check if the same as Adjacent Property Owner

Company Name: _____
Contact Name: _____
Address: _____
Phone: _____ Email: _____

ENCROACHMENT INFORMATION:

Project Name: _____
Adjacent Property Address: _____
Coordinates (Lat/Long): _____
Encroachment Area, in SF: _____

Is this project associated with a LAND DEVELOPMENT REVIEW?

Yes ☐ No ☐ If 'Yes', provide Project Master, Site Plan and/or Concept Development Project Numbers:

Is the proposed encroachment located in Future Right-of-Way?

Finalizing permit and/or processing resolution for the Encroachment will not occur until the ROW dedication is finalized.

Yes ☐ No ☐ If 'Yes', provide ROW Dedication Project Number:

Location Description: (e.g. Located on the South side of 23rd Ave, twenty (20) feet from face of curb, and ten (10) feet west of pavement on Private Drive.)

Description of Encroachment:

Describe the proposed encroachment, including the type and quantity of objects.

Reason for Private Improvements in the Public ROW:

Private improvements should be located on private property. Only in cases where there are physical constraints that preclude the placement of private improvements on private property that an encroachment may be considered within the right-of-way. Make your case as to why this is a good use of the public right-of-way.

ATTESTATION:

By submitting this permit application and signing below, I understand and agree to the following:

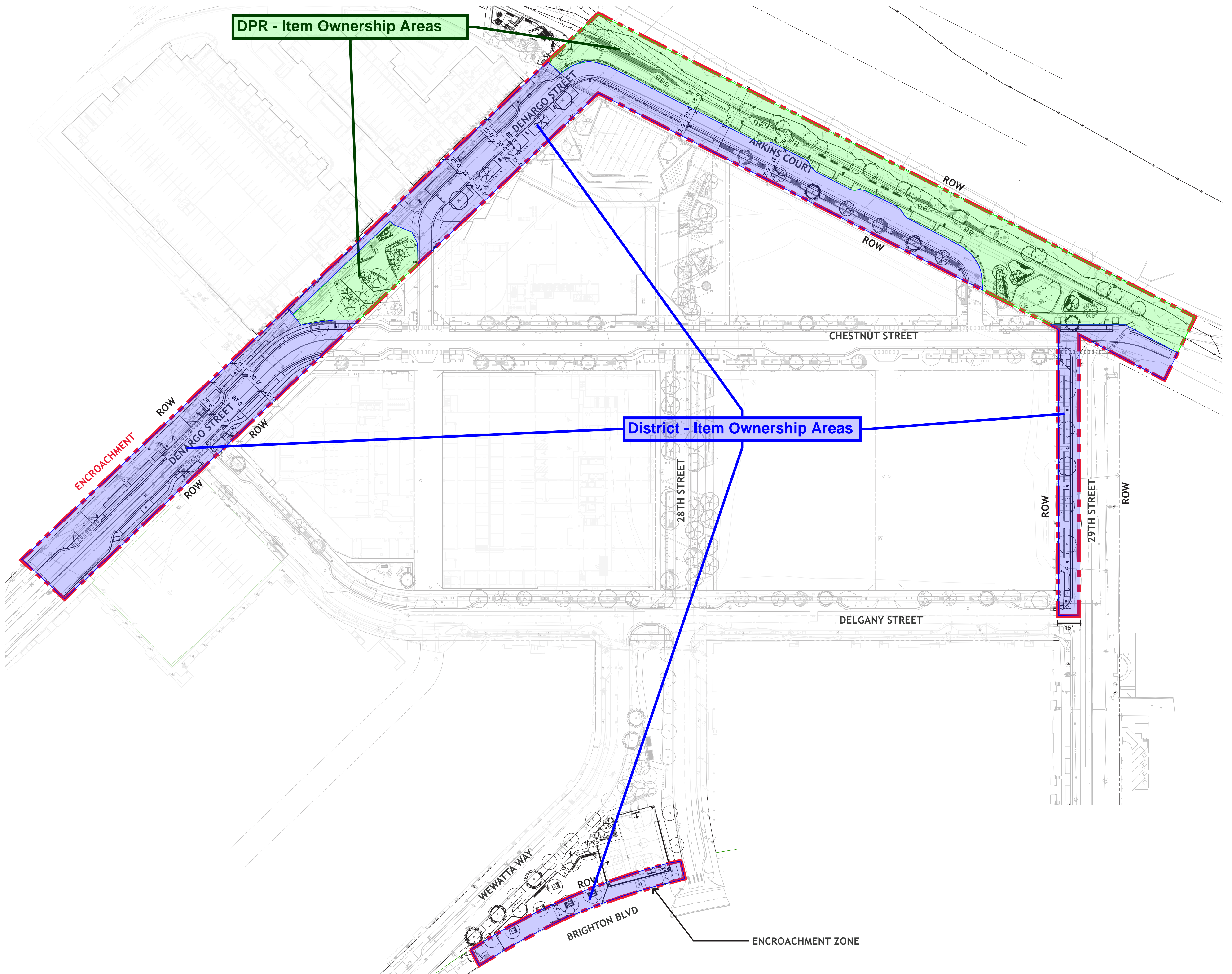
1. That I am the property owner adjacent to the Encroachment Area, or the authorized representative of a Special District, that is responsible for the placement, maintenance, repair, replacement, removal, site restoration, ownership, or is otherwise responsible for the Encroachment in accordance with the Rules & Regulations for Encroachments and Encumbrances in the Public Right-of-Way.
2. That it is the City's sole discretion to classify the Tier of an Encroachment and whether to grant an Encroachment Permit based on any facts the City feels are relevant. The issuance of an Encroachment Permit confers no rights to the Right-of-Way, the Encroachment Permit is revocable and DOTI can order the removal of the Encroachment and restoration of the Encroachment Area for any reason the City feels relevant.
3. Permittee agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to an Encroachment Permit and the Encroachment ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Permittee or its subcontractors either passive or active, irrespective of fault, including City's negligence whether active or passive.
4. Permittee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Permittee's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
5. Permittee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
6. Insurance coverage requirements specified in an Encroachment Permit shall in no way lessen or limit the liability of Permittee under the terms of this indemnification obligation. Permittee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
7. This defense and indemnification obligation shall survive the expiration or termination of any issued Encroachment Permit.
8. Permittee is fully responsible for all costs to install, maintain, repair, replace, remove, and restore the Encroachment Area, including annual City Encroachment Permit Fees. A lien will be placed on the Permittee's property for failure to remove a revoked or abandoned Encroachment for cost incurred by CCD to remove the Encroachment and restore the Encroachment Area on behalf of the Permittee.
9. Indemnity and Insurance for Tier I and Tier II Encroachments: Pursuant to and not superseding any General Terms and Conditions, as a condition for placement of a Tier I or Tier II Encroachment, the Owner of such Tier I or Tier II Encroachment shall hold CCD harmless from all loss or damage to persons or property on account of injury arising from the construction, repair, or maintenance of the Tier I or Tier II Encroachment. Obtain and Maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as Additional Insured.
10. Indemnity and Insurance for Tier III Encroachments: Pursuant to and not superseding any General Terms and Conditions, as a condition for placement of a Tier III Encroachment, the Owner of such Tier III Encroachment shall hold CCD harmless from all loss or damage to persons or property on account of injury arising from the construction, repair, or maintenance of the Tier III Encroachment. Obtain and Maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$5,000,000 policy aggregate. A combination of primary and excess coverage may be used to meet the aggregate limit. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as Additional Insured.

ADJACENT PROPERTY

OWNER SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE:** _____

COMPANY: _____



DPR - Item Ownership Areas

District - Item Ownership Areas

ENCROACHMENT ZONE

ENCROACHMENT

ROW

ROW

ROW

ROW

DENARGO STREET

DENARGO STREET

ARKINS COURT

ROW

ROW

CHESTNUT STREET

28TH STREET

DELGANY STREET

ROW

29TH STREET

ROW

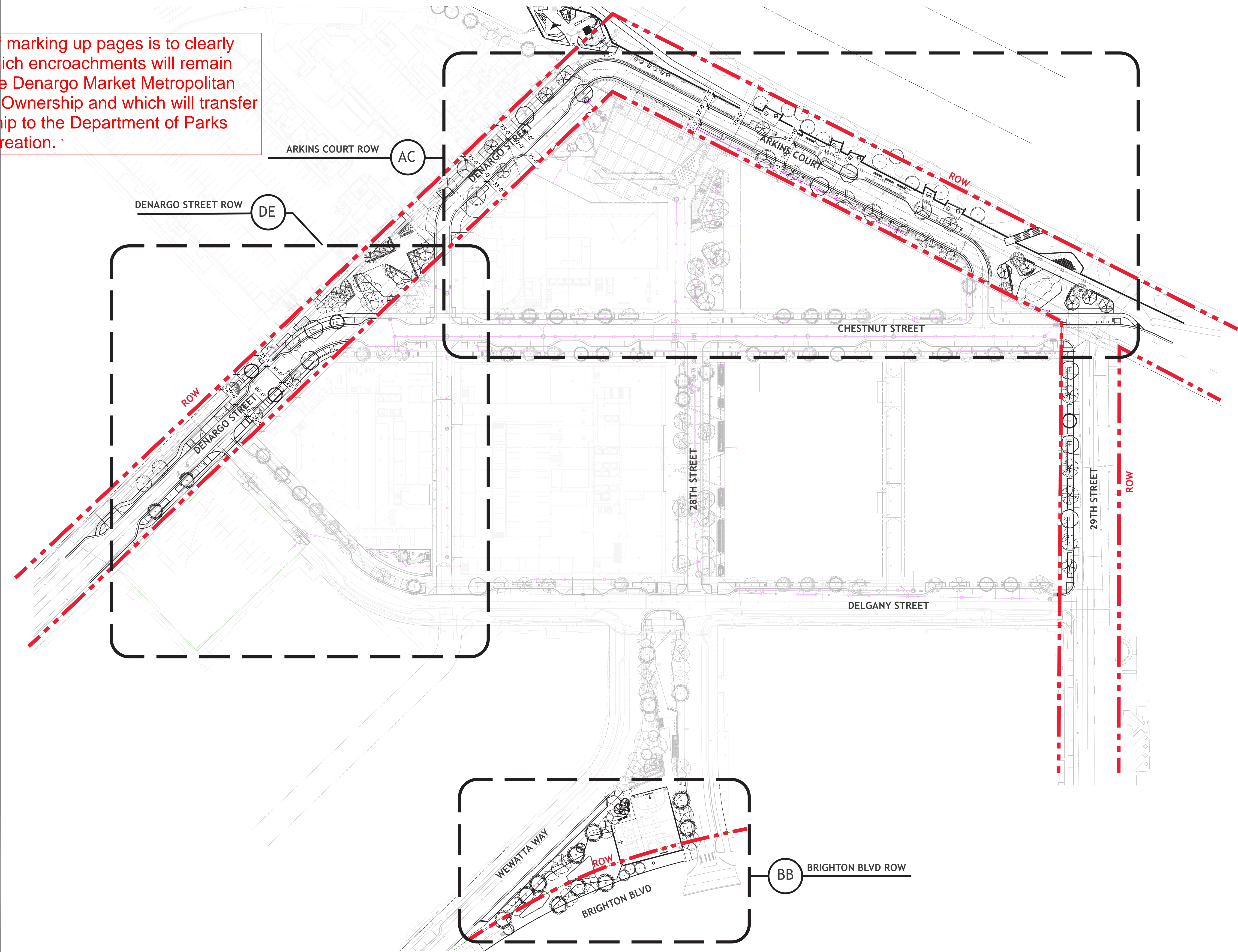
15'

WEWATTA WAY

BRIGHTON BLVD

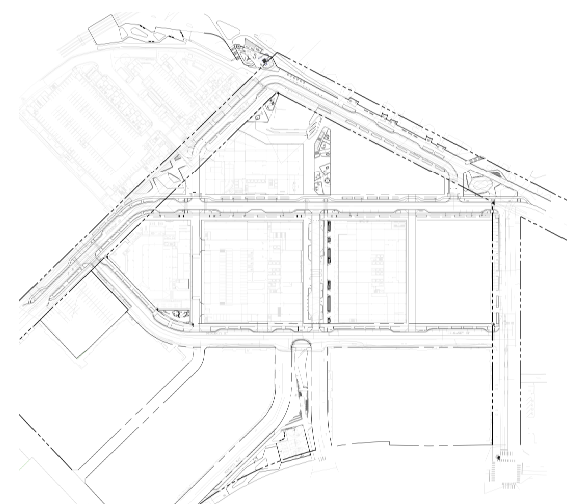
ROW

Intent of marking up pages is to clearly show which encroachments will remain under the Denargo Market Metropolitan district's Ownership and which will transfer Ownership to the Department of Parks and Recreation.



NOT FOR CONSTRUCTION

Key Plan



Project Title:

DENARGO MARKET
PUBLIC REALM
& HORIZONTAL
IMPROVEMENTS

Drawing Title:

TEIR II
ENCROACHMENTS

Project No.: 18157.00 Scale: 1"=60'-0"

Drawn By: PP, LT, BT, AS, JP, MS

Checked By: AP, SE, DD

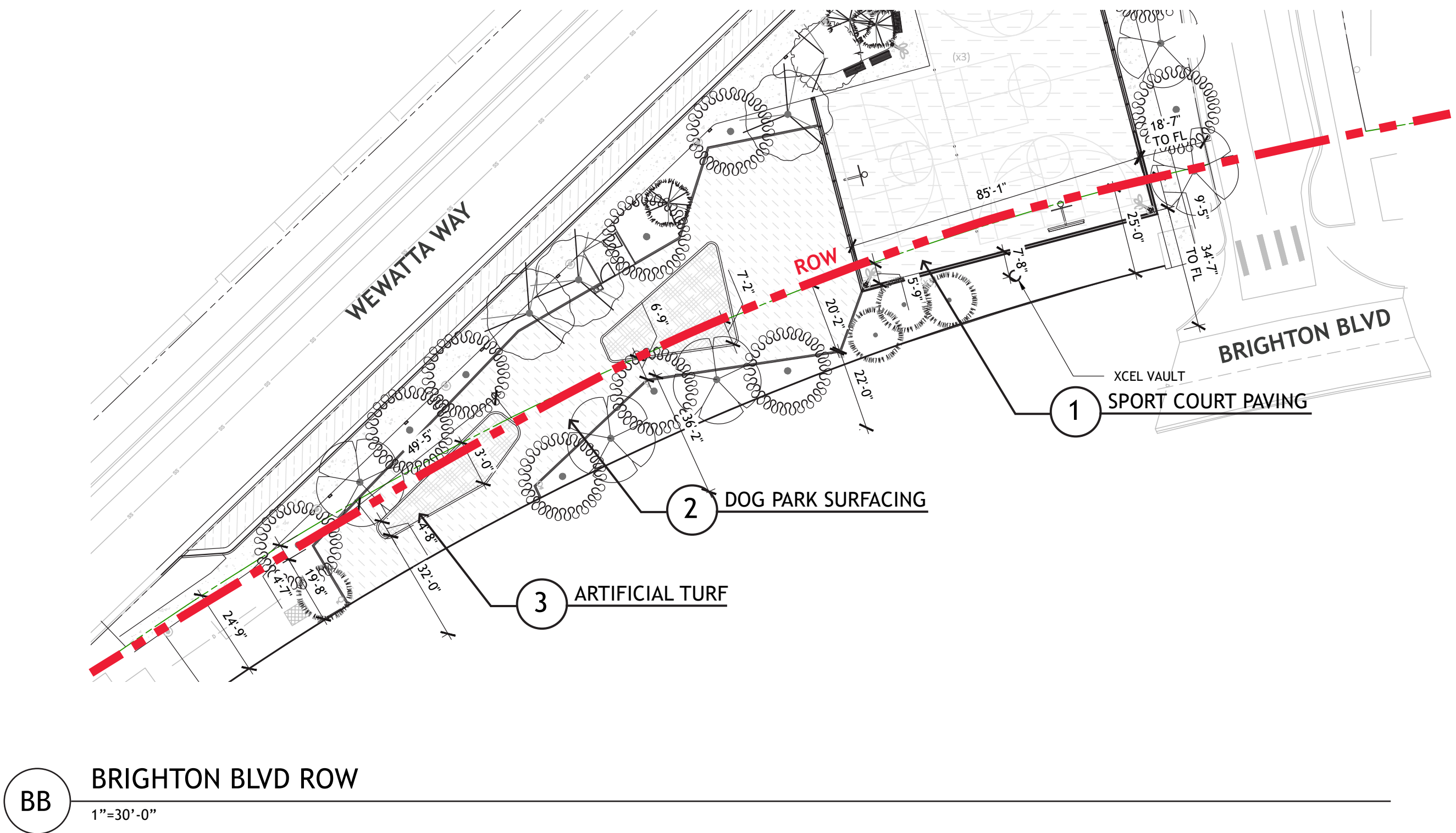
Approved By: JB

Date: 07.08.2022

Drawing No:

PAGE 01 OF 09

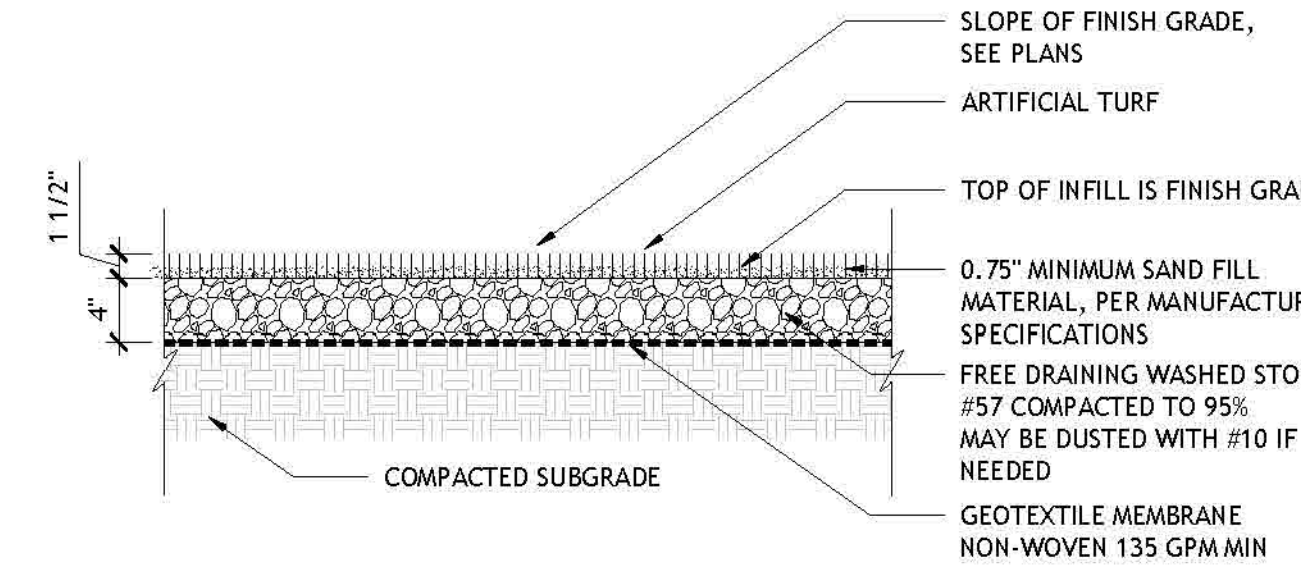
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NARRATIVE

THE ARTIFICIAL TURF SURFACING PLACED IN THE ROW ALONG BRIGHTON BLVD IS SUITABLE FOR THE PROPOSED DOG PARK PROGRAM.

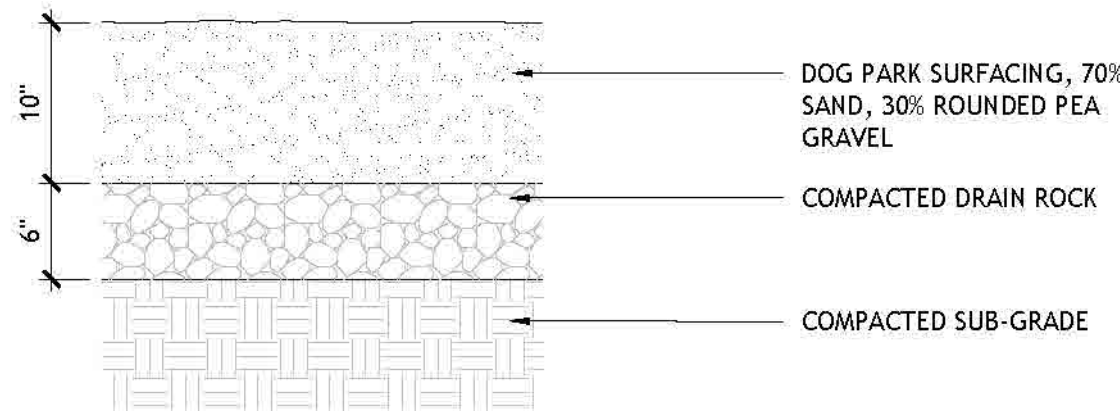
THE ARTIFICIAL TURF SURFACING IS COMPOSED OF POLYETHYLENE, WOVEN TURF MAT, TURF 1-1/4" PILE HEIGHT 1/2" SAND INFILL ON A 6" COMPACTED AGGREGATE BASE COURSE WITH A 4" COMPACTED SUBGRADE.



3 ARTIFICIAL TURF
1"=1'-0"

NARRATIVE

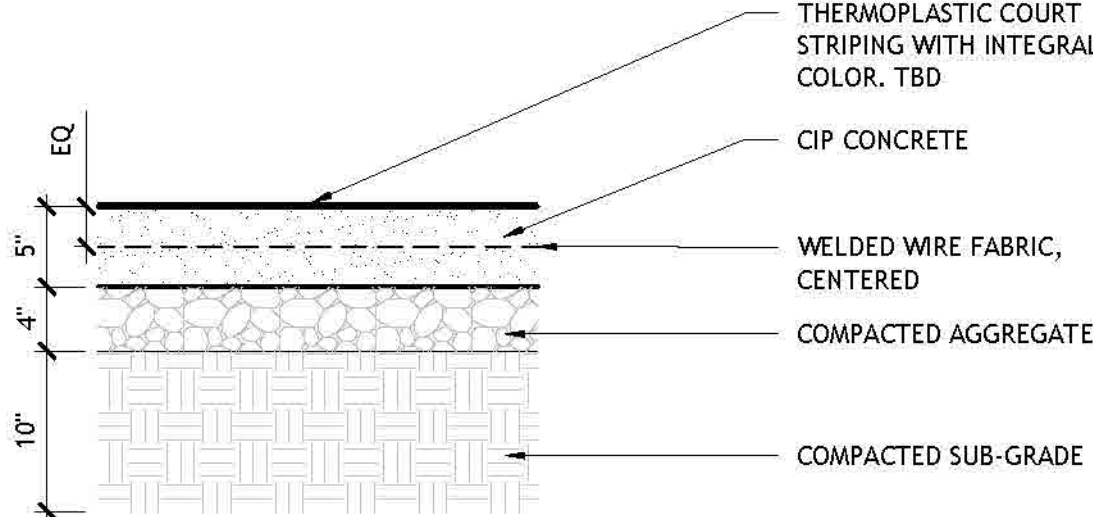
THE SURFACING MATERIAL PLACED IN THE ROW ALONG BRIGHTON BLVD IS SUITABLE FOR THE PROPOSED DOG PARK PROGRAM. THE SURFACING IS COMPOSED OF 70% SAND, 30% PEA GRAVEL MIXTURE.



2 DOG PARK SURFACING
1"=1'-0"

NARRATIVE

THE SPORT COURT SURFACING PLACED IN THE ROW ALONG BRIGHTON BLVD IS SUITABLE FOR THE PROPOSED SPORT COURT PROGRAM. THE SPORT COURT SURFACING IS COMPOSED OF A 4" CAST IN PLACE PORTLAND CEMENT CONCRETE BASE AT 4,000 PSI, 6" COMPACTED SUBGRADE, WITH A MEDIUM BROOM FINISH, 1/4" ACRYLIC SURFACING WITH INTEGRAL COLOR.



1 SPORT COURT PAVING
1"=1'-0"

SASAKI

44 PLEASANT STREET WATERTOWN MA 02472 USA
P 617 926 8800 F 617 924 2748 W SASAKI.COM

NOT FOR CONSTRUCTION

Key Plan

Project Title:

DENARGO MARKET

PUBLIC REALM & HORIZONTAL IMPROVEMENTS

Drawing Title:

TEIR II ENCROACHMENTS

Project No.: 18157.00 Scale: As Noted

Drawn By: PP, LT, BT, AS, JP, MS

Checked By: AP, SE, DD

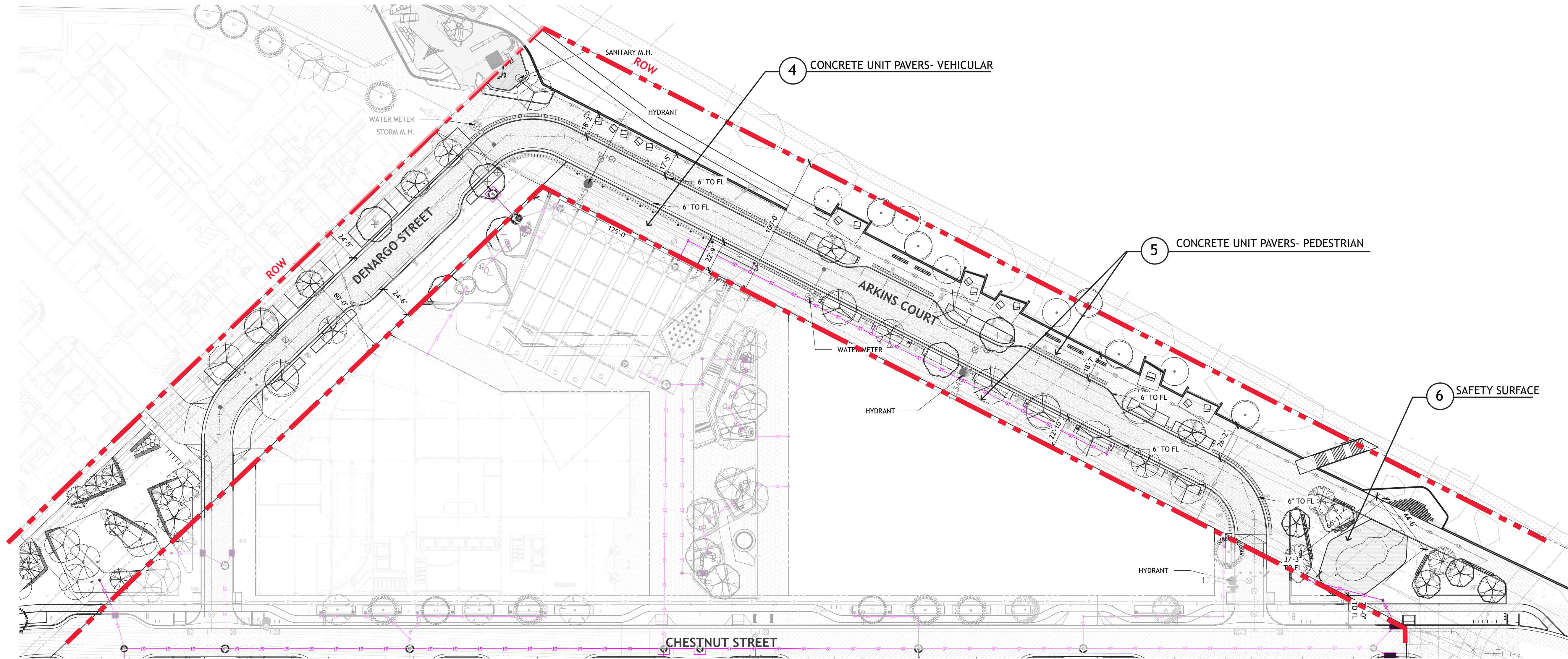
Approved By: JB

Date: 07.08.2022

Drawing No:

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DENARGO MARKET (MASTER PROJECT ###)

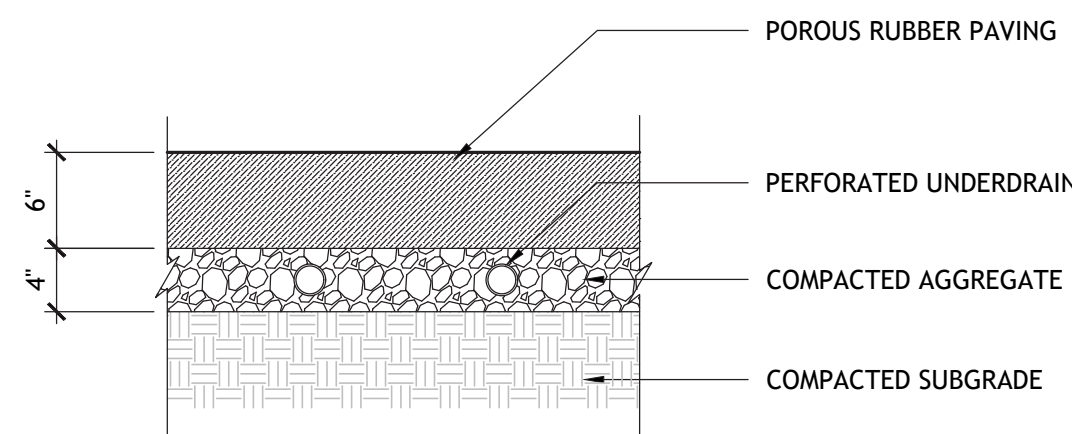


AC ARKINS COURT ROW
1"=40'-0"

NARRATIVE

POURED-IN-PLACE PLAY SURFACE IS PROPOSED UNDER THE RINO BOULDERING STRUCTURE IN ORDER TO MEET FALL SAFETY REQUIREMENTS.

CAST IN SPACE RUBBER SURFACING OVER IMPACT ATTENUATION MATERIAL (6' FALL HEIGHT), 4" COMPACTED AGGREGATE UNDERLAYER.



NOTE:

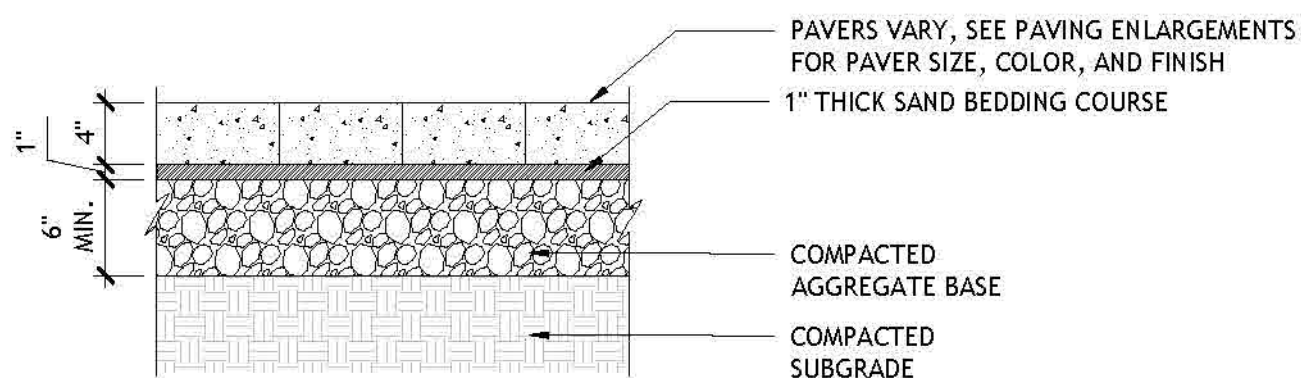
1. SLOPE SUBSURFACE PAVING TO AREA DRAIN. MAINTAIN A MINIMUM SLOPE OF .75%
2. THICKNESS: [1 1/4" (31.75 mm) FOR 4' CRITICAL FALL HEIGHT] [3" (76 mm) FOR 8' CRITICAL FALL HEIGHT] [4" (102 mm) FOR 10' CRITICAL FALL HEIGHT]
3. HOLD EQUIPMENT FOUNDATIONS BELOW BOTTOM OF IMPACT LAYER

6 SAFETY SURFACE
1"=1'-0"

NARRATIVE

CONCRETE UNIT PAVERS ARE THE PROPOSED SIDEWALK SURFACING MATERIAL ALONG ARKINS COURT. THE MATERIAL IS PROPOSED IN ORDER TO PROVIDE A HIGH-QUALITY PUBLIC SPACE.

THE CONCRETE UNIT PAVES AREAS WITH PEDESTRIAN TRAFFIC ONLY WILL HAVE THE FOLLOWING PROFILE: 2" CONCRETE UNIT PAVERS ON A 1" BEDDING SAND AND 4" CAST IN PLACE PORTLAND CEMENT CONCRETE, 4,000 PSI, BASE WITH 6" OF COMPACTED SUBGRADE.

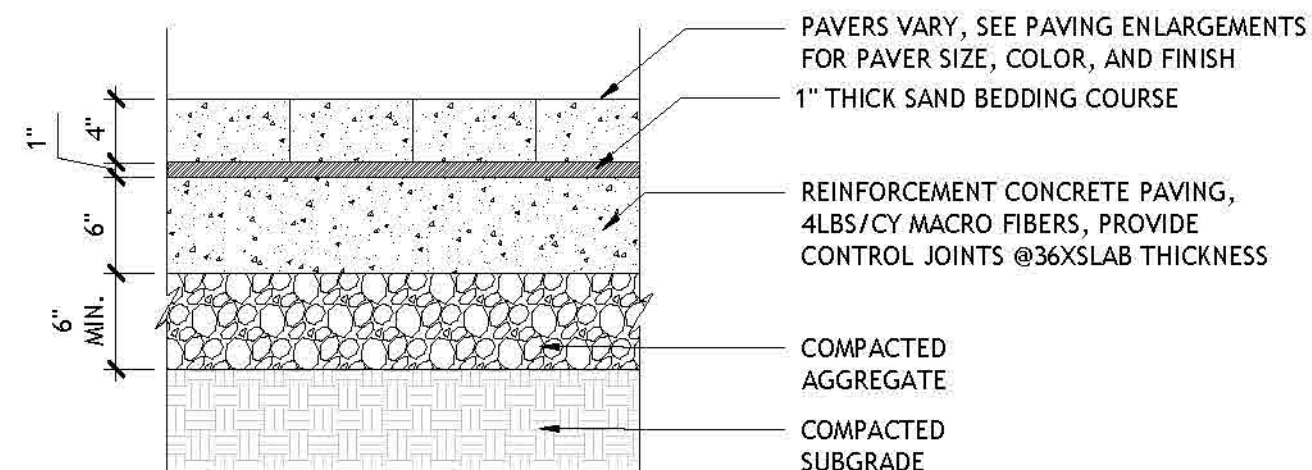


5 CONCRETE UNIT PAVERS - PEDESTRIAN
1"=1'-0"

NARRATIVE

CONCRETE UNIT PAVERS ARE THE PROPOSED SIDEWALK SURFACING MATERIAL ALONG ARKINS COURT. THE MATERIAL IS PROPOSED IN ORDER TO PROVIDE A HIGH-QUALITY PUBLIC SPACE.

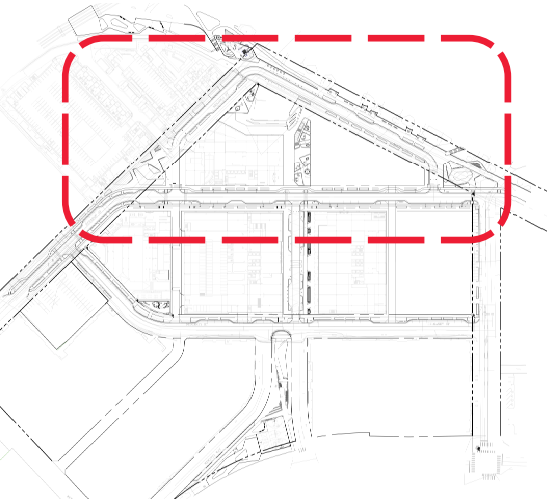
CONCRETE UNIT PAVES AREAS WITH VEHICULAR AND PEDESTRIAN TRAFFIC WILL HAVE THE FOLLOWING PROFILE: 3.5" CONCRETE UNIT PAVERS ON A 1" BEDDING SAND AND 6" REINFORCED CAST IN PLACE PORTLAND CEMENT CONCRETE, 4,000 PSI, BASE WITH REINFORCED WOVEN WIRE MESH ON 6" OF COMPACTED SUBGRADE.



4 CONCRETE UNIT PAVERS - VEHICULAR
1"=1'-0"

NOT FOR CONSTRUCTION

Key Plan



Project Title:

DENARGO MARKET
PUBLIC REALM
& HORIZONTAL
IMPROVEMENTS

Drawing Title:

TEIR II
ENCROACHMENTS

Project No.: 18157.00 Scale: As Noted
Drawn By: PP, LT, BT, AS, JP, MS
Checked By: AP, SE, DD
Approved By: JB
Date: 07.08.2022

Drawing No:
PAGE 03 OF 09

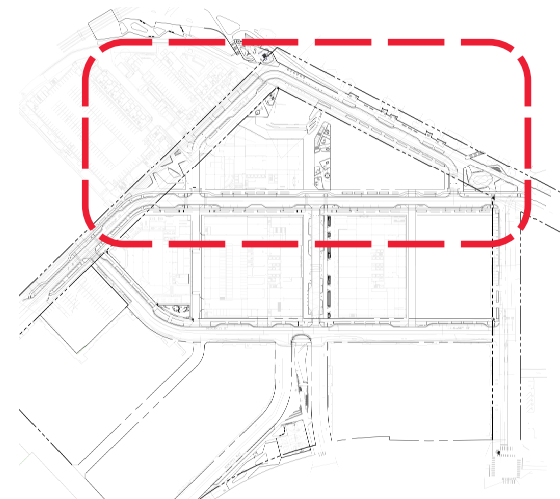
DENARGO MARKET (MASTER PROJECT ###)

Ownership to be
changed to DPR

Both types of Paver's on plan north side of Arkins Ct. roadway to be
transferred to DPR. Plan southside of Arkins Ct. to remain unchanged.

NOT FOR CONSTRUCTION

Key Plan



Project Title:

DENARGO MARKET
PUBLIC REALM
& HORIZONTAL
IMPROVEMENTS

Drawing Title:

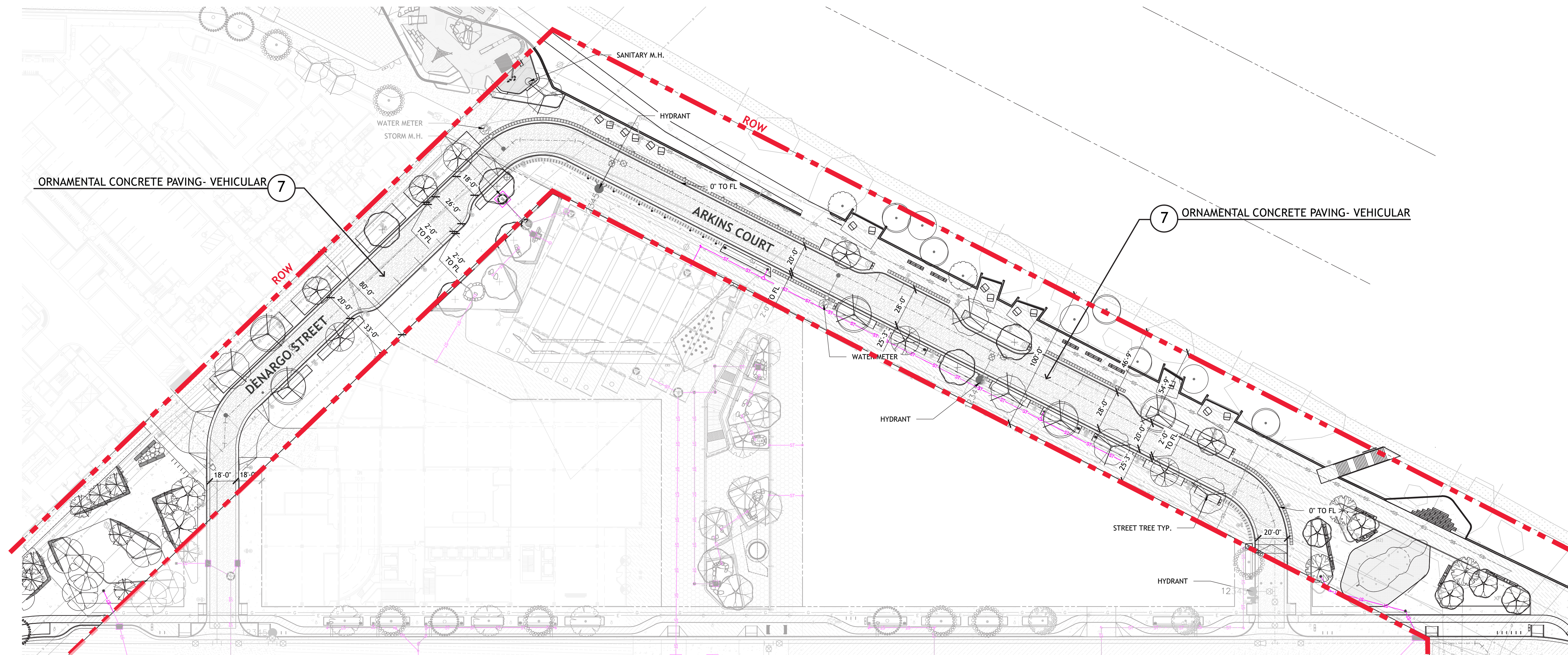
TEIR II
ENCROACHMENTS

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DENARGO MARKET (MASTER PROJECT ###)



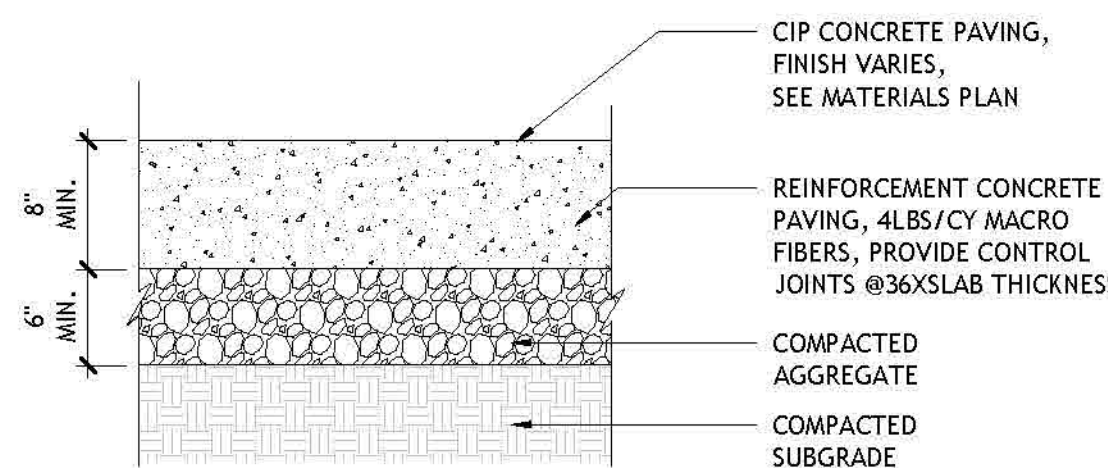
AC ARKINS COURT ROW
1"=40'-0"

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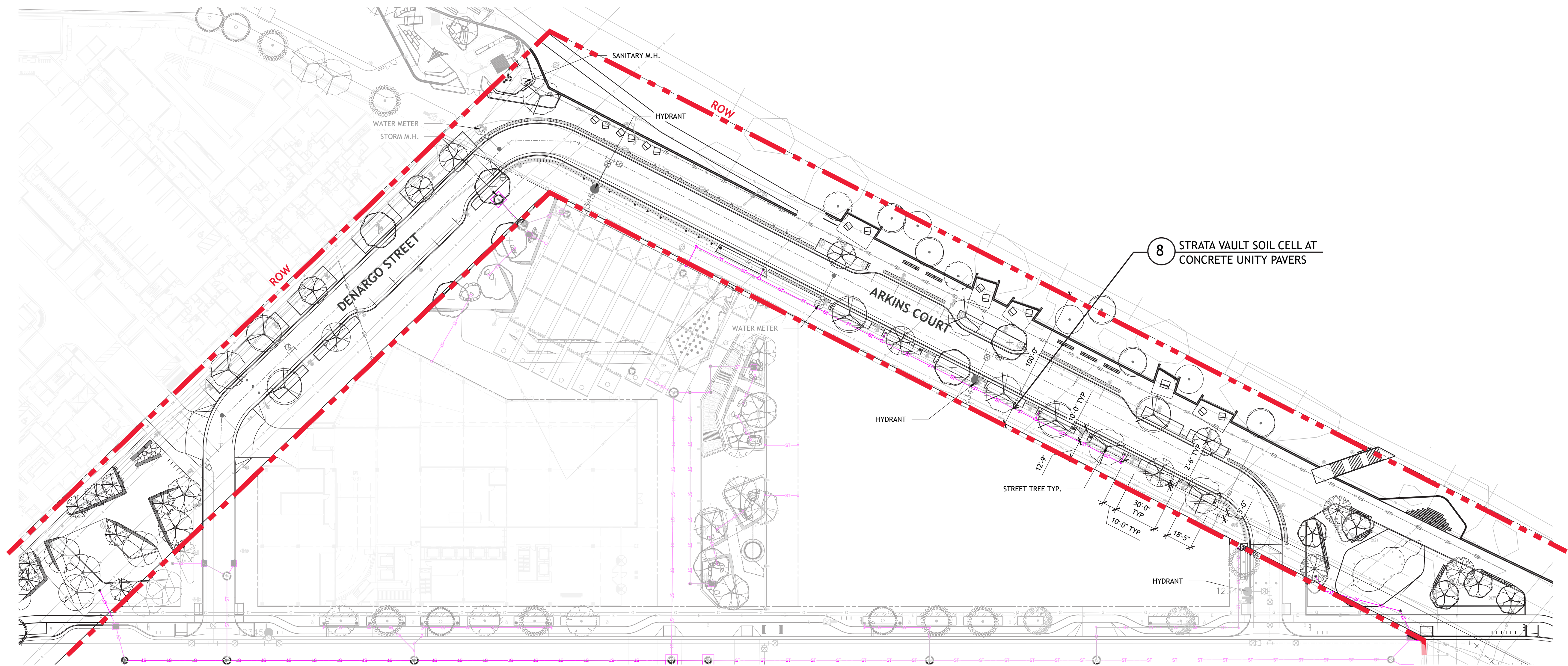
NARRATIVE

ORNAMENTAL CONCRETE, OR CAST-IN-PLACE CONCRETE WITH EXPOSED AGGREGATE FINISH, IS PROPOSED IN THE ROADWAY THROUGHOUT ARKINS COURT. THE MATERIAL IS PROPOSED IN ORDER TO PROVIDE A HIGH-QUALITY PUBLIC SPACE.

THE PROPOSED ORNAMENTAL CONCRETE IS COMPOSED OF 6" REINFORCED CAST IN PLACE PORTLAND CEMENT CONCRETE, 4,000 PSI, REINFORCED WOVEN WIRE MESH, WITH AN ACID WASH FINISH, AND SCORING PATTERN



7 ORNAMENTAL CONCRETE PAVING - VEHICULAR
1"=1'-0"



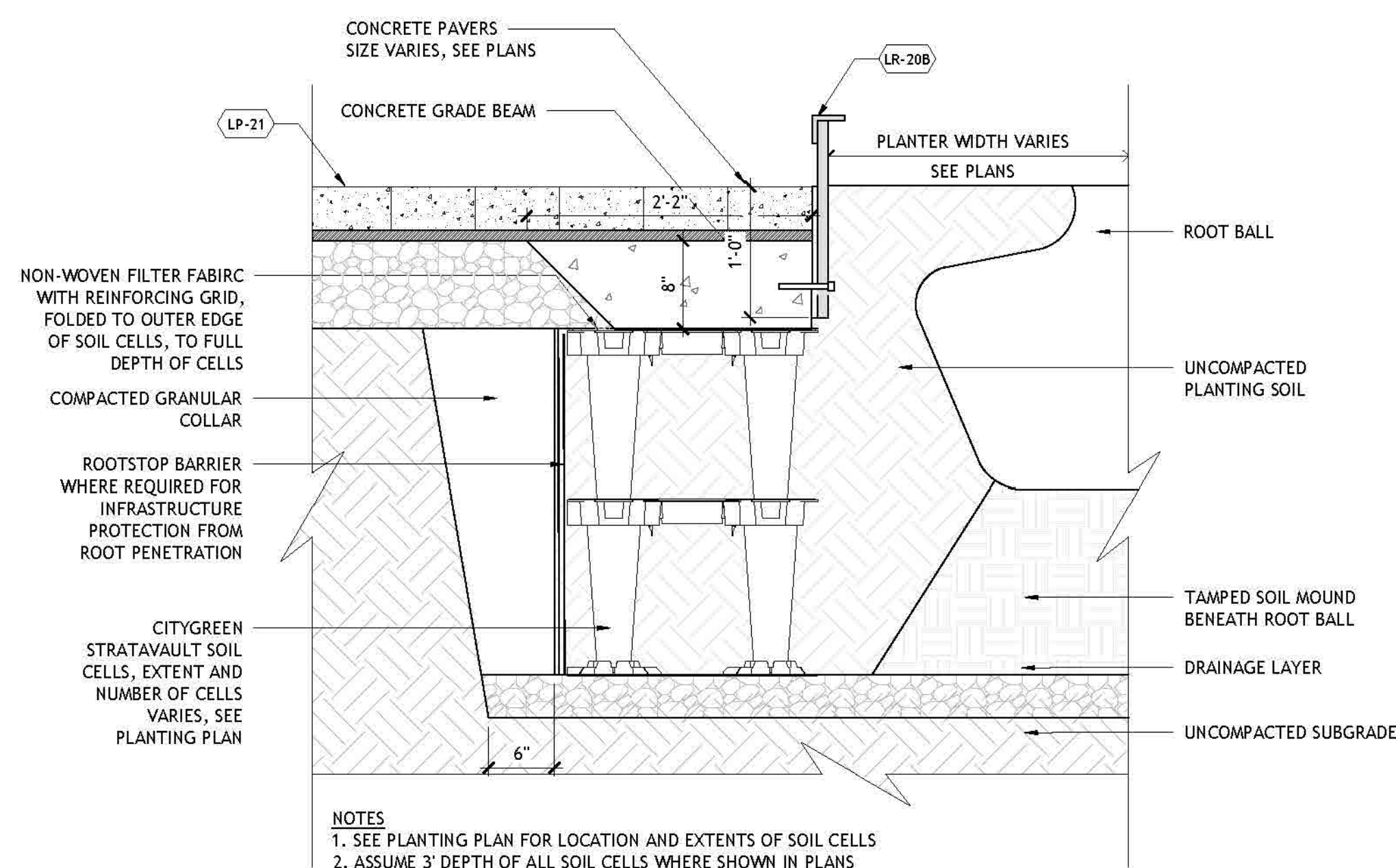
AC ARKINS COURT ROW
1"=40'-0"

No changes this Page

NARRATIVE

STRATAVAULT SOIL CELLS ARE PROPOSED AT STREET TREE PLANTING AREAS ALONG ARKINS COURT. THE STRATAVAULT STRUCTURES ARE PROPOSED IN ORDER TO MEET CITY REQUIRED SOIL VOLUMES FOR URBAN TREES.

THE STRATAVAULT SYSTEM IS STRUCTURAL CELLS , PLACED BELOW PAVEMENT, ARE MODULAR UNITS THAT ASSEMBLE TO FORM A SKELETAL MATRIX THAT SUPPORTS RELEVANT PAVEMENT LOADS WHILE PROVIDING LARGE VOLUMES OF SOIL WITHIN THE STRUCTURE FOR ROOT GROWTH.

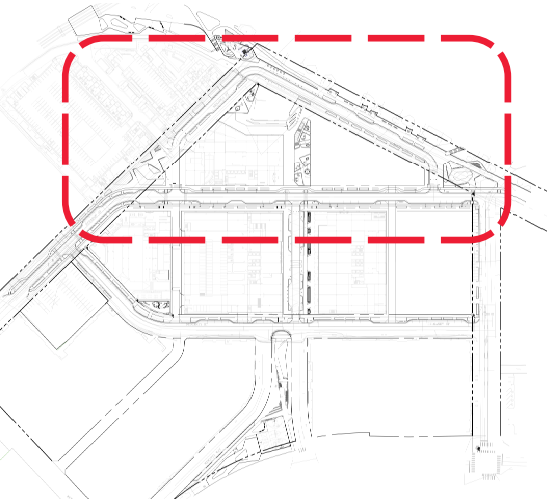


NOTES
1. SEE PLANTING PLAN FOR LOCATION AND EXTENTS OF SOIL CELLS
2. ASSUME 3' DEPTH OF ALL SOIL CELLS WHERE SHOWN IN PLANS

8 STRATA VAULT SOIL CELL AT CONCRETE UNIT PAVERS
1"=1'-0"

NOT FOR CONSTRUCTION

Key Plan



Project Title:

DENARGO MARKET
PUBLIC REALM
& HORIZONTAL
IMPROVEMENTS

Drawing Title:

**TEIR II
ENCROACHMENTS**

Project No.: 18157.00 Scale: As Noted
Drawn By: PP, LT, BT, AS, JP, MS
Checked By: AP, SE, DD
Approved By: JB
Date: 07.08.2022

Drawing No:

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NOT FOR CONSTRUCTION

Key Plan

Project Title:

DENARGO MARKET
PUBLIC REALM
& HORIZONTAL
IMPROVEMENTS

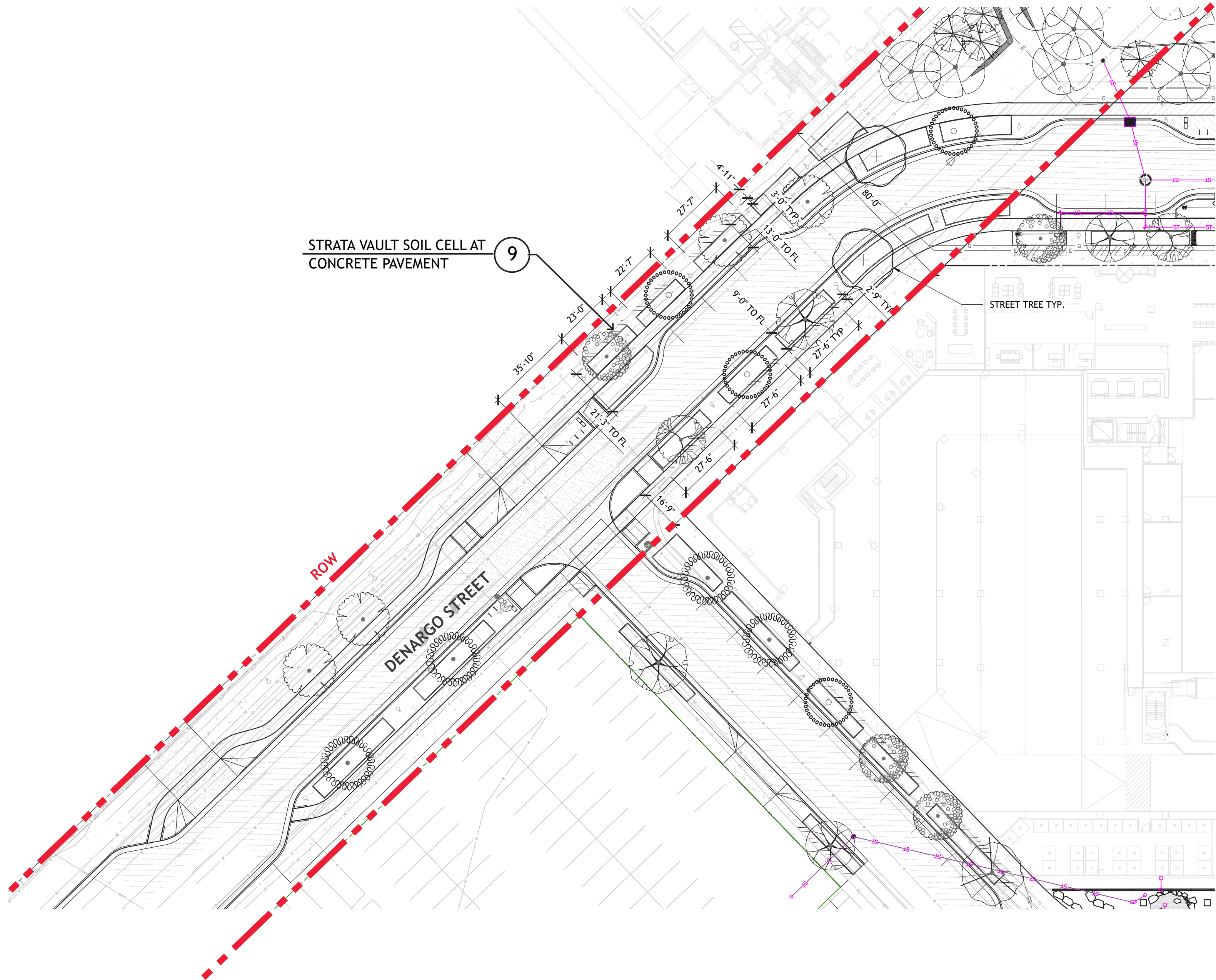
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Drawing No:
PAGE 06 OF 09

DENARGO MARKET (MASTER PROJECT ###)



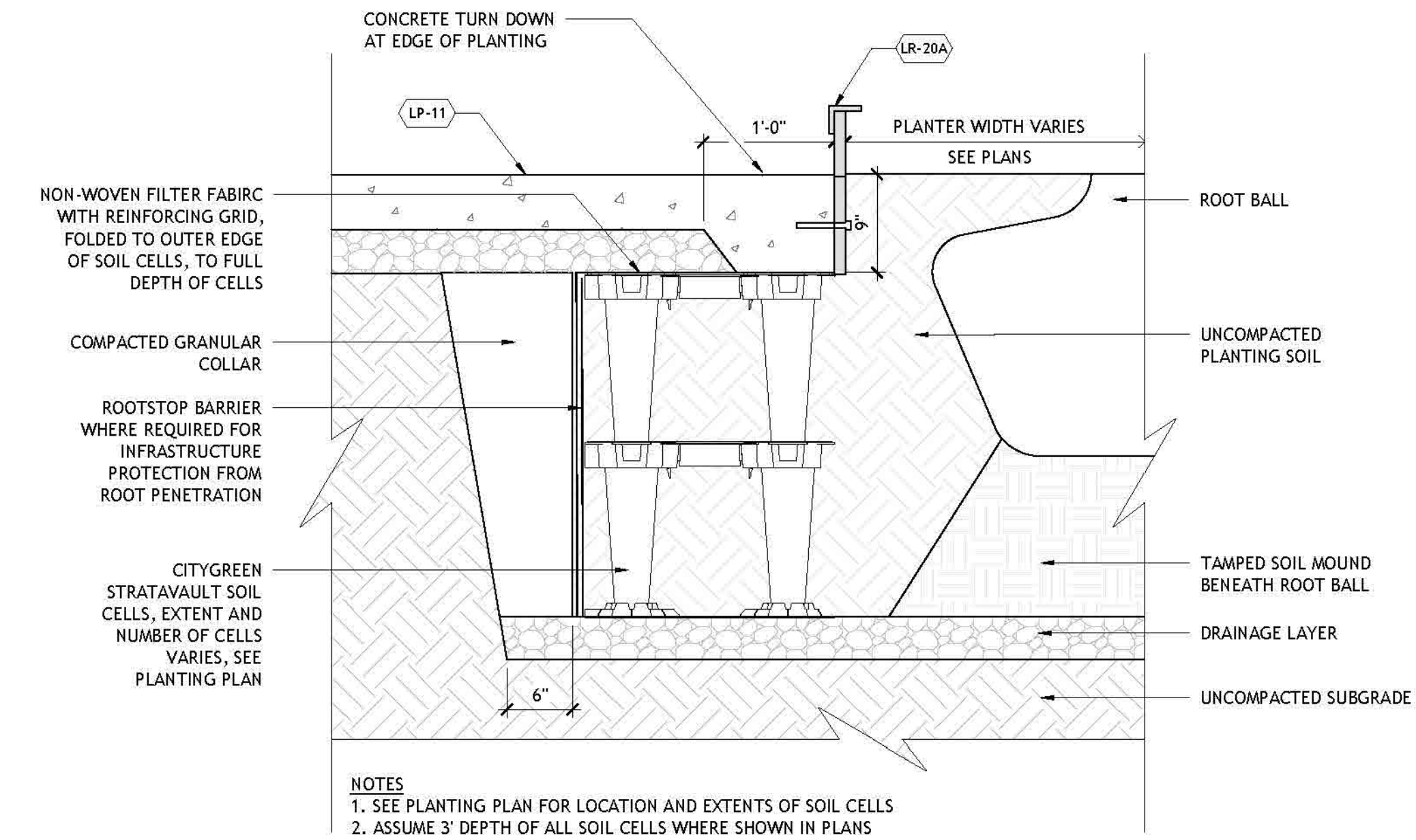
DE DENARGO STREET ROW
1"=40'-0"

No changes this Page

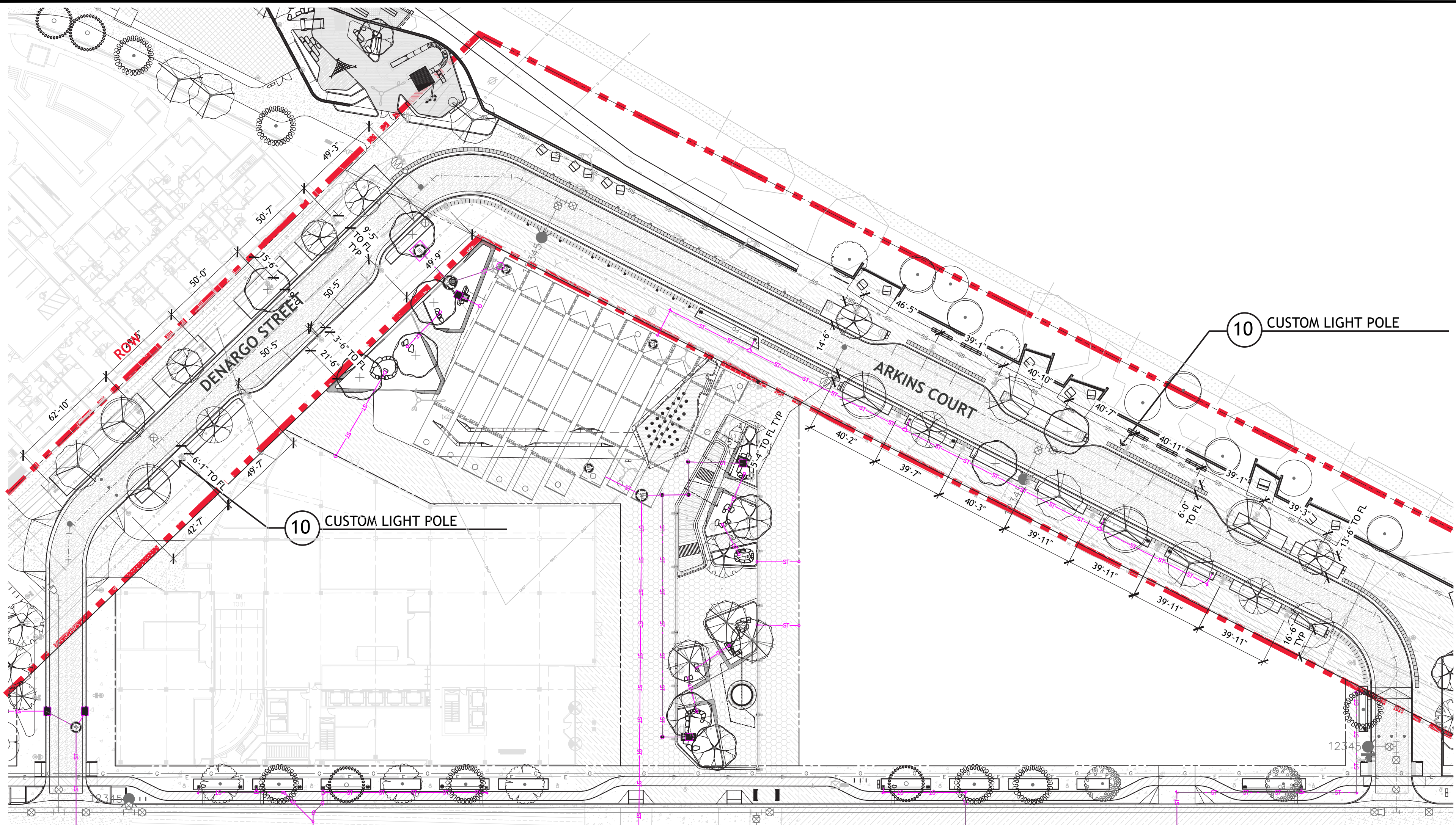
NARRATIVE

STRATAVAULT SOIL CELLS ARE PROPOSED AT STREET TREE PLANTING AREAS ALONG DENARGO STREET. THE STRATAVAULT STRUCTURES ARE PROPOSED IN ORDER TO MEET CITY REQUIRED SOIL VOLUMES FOR URBAN TREES.

THE STRATAVAULT SYSTEM IS STRUCTURAL CELLS , PLACED BELOW PAVEMENT, ARE MODULAR UNITS THAT ASSEMBLE TO FORM A SKELETAL MATRIX THAT SUPPORTS RELEVANT PAVEMENT LOADS WHILE PROVIDING LARGE VOLUMES OF SOIL WITHIN THE STRUCTURE FOR ROOT GROWTH.



9 STRATA VAULT SOIL CELL AT CONCRETE PAVEMENT
1"=1'-0"

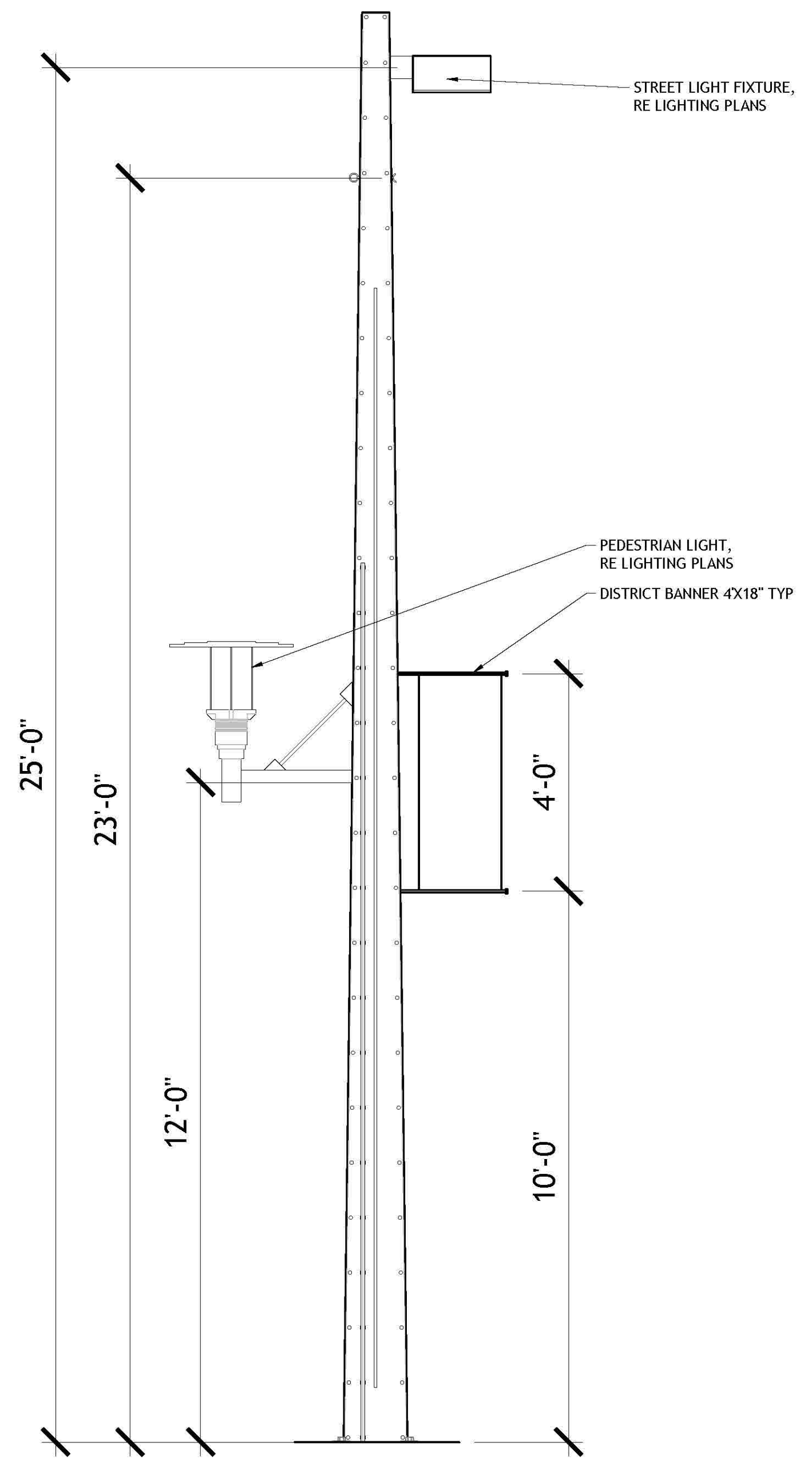


NARRATIVE

CUSTOM LIGHT POLES ARE PLACED ALONG ARKINS COURT TO PROVIDE A DISTINCT DISTRICT STREET CHARACTER. THE CUSTOM POLES ARE USED IN OTHER, PRIVATE, AREAS OF THE DISTRICT.

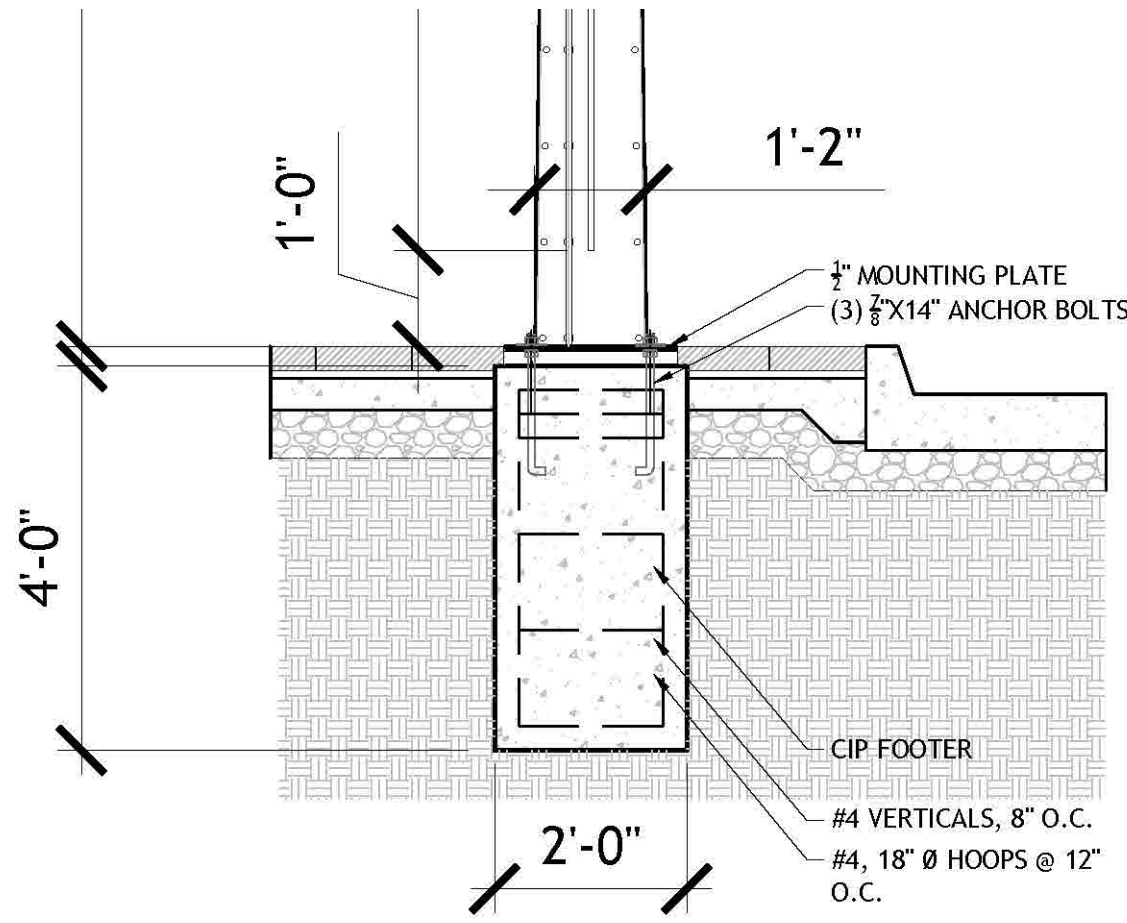
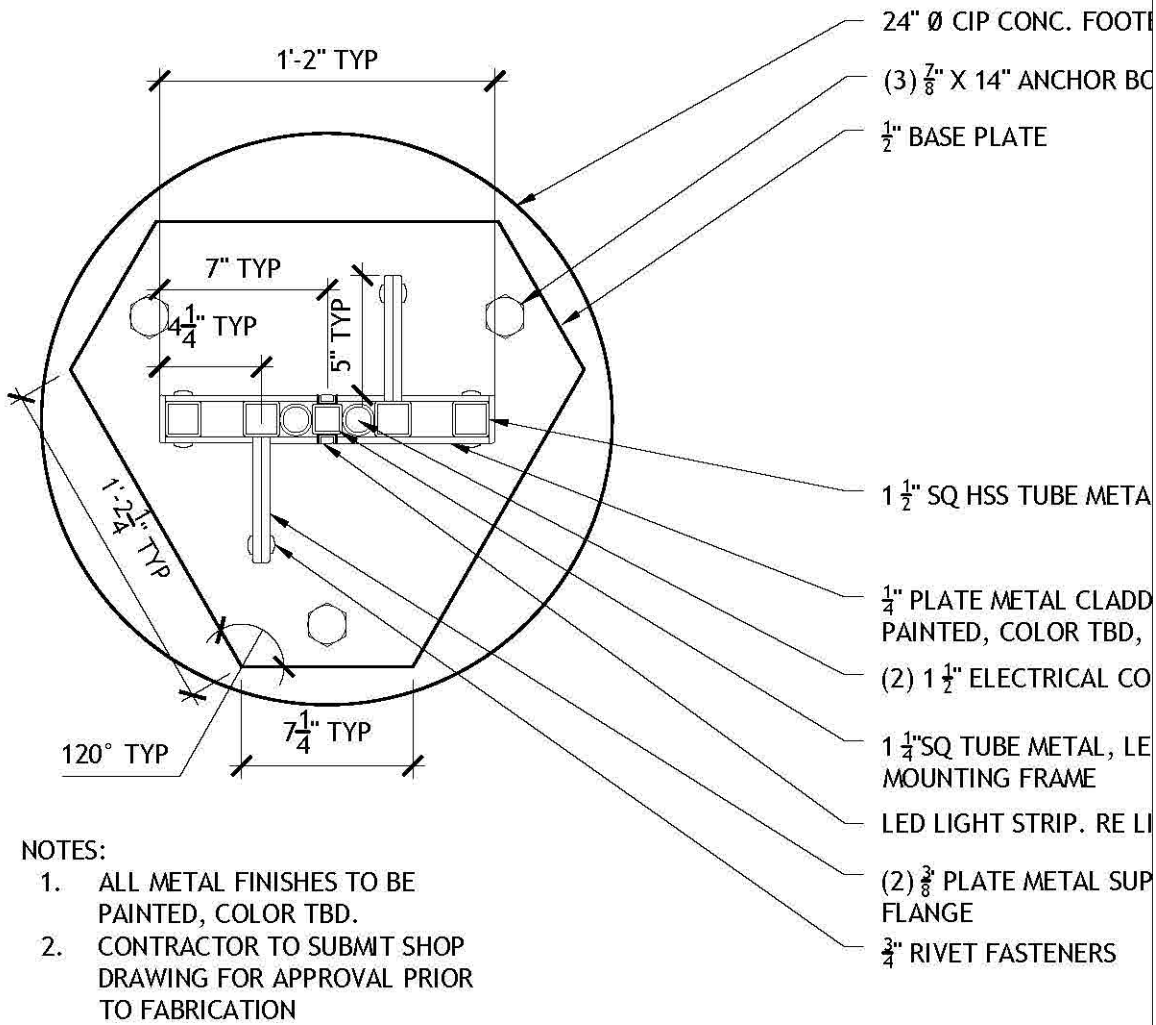
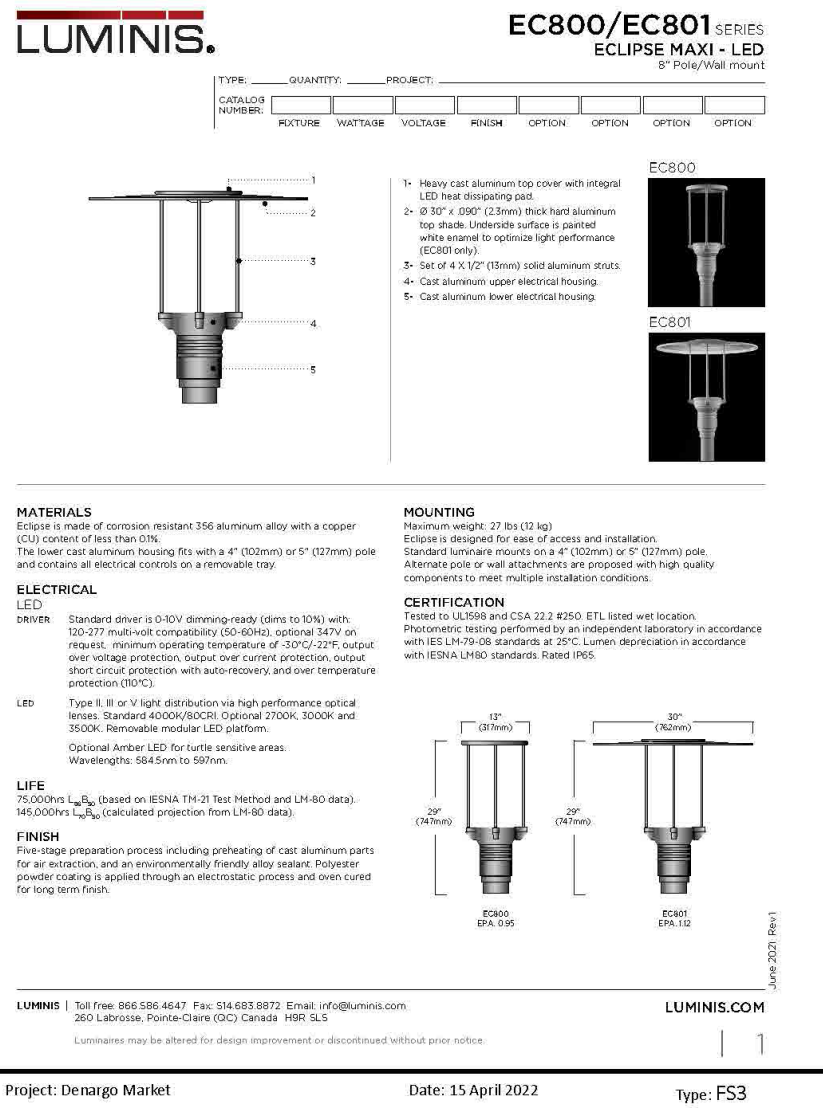
THE CUSTOM LIGHT POLE IS COMPOSED OF THE FOLLOWING MATERIALS: A 2.75"X2.75" SQUARE ALUMINUM INTERNAL FRAME, SHEET ALUMINUM CLADDING, 3/4" ROUND HEAD RIVETS WITH A 1" THICK BASE PLATE AND 1/2"X12" MOUNTING BOLTS.

THE POLE WILL HAVE A STANDARD XCEL FIXTURES AND THE BELOW FIXTURE BY LUMIS.



AC ARKINS COURT ROW
1"=40'-0"

All features on this page on the plan north side of Arkins Ct to transfer Ownership to DPR. All features on south side of Arkins Ct to remain unchanged.



CUSTOM LIGHT POLE- FIXTURE

10 CUSTOM LIGHT POLE
1/2"=1'-0"

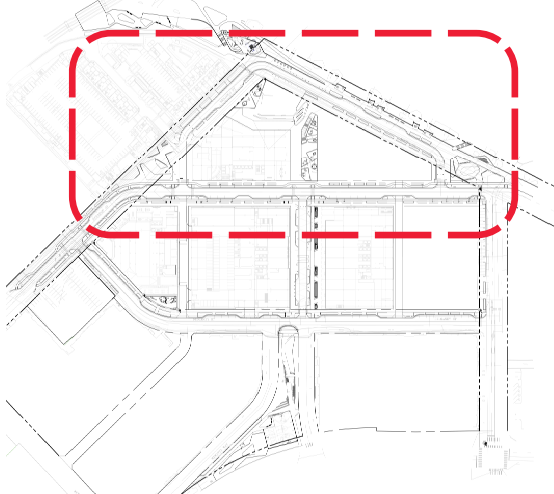
CUSTOM LIGHT POLE- BASE

CUSTOM LIGHT POLE- FOUNDATION

CUSTOM LIGHT POLE- ELEVATION

NOT FOR CONSTRUCTION

Key Plan



Project Title:

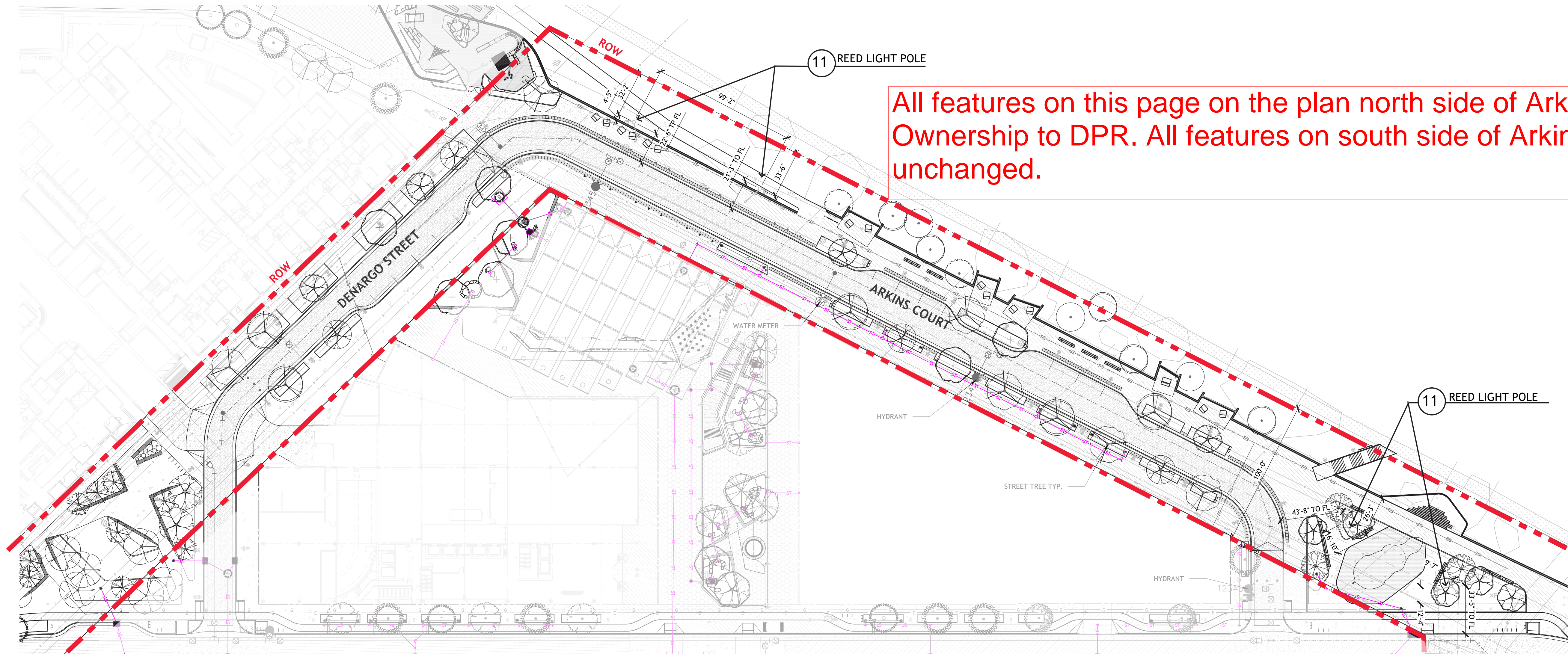
DENARGO MARKET
PUBLIC REALM
& HORIZONTAL
IMPROVEMENTS

Drawing Title:

TEIR II
ENCROACHMENTS

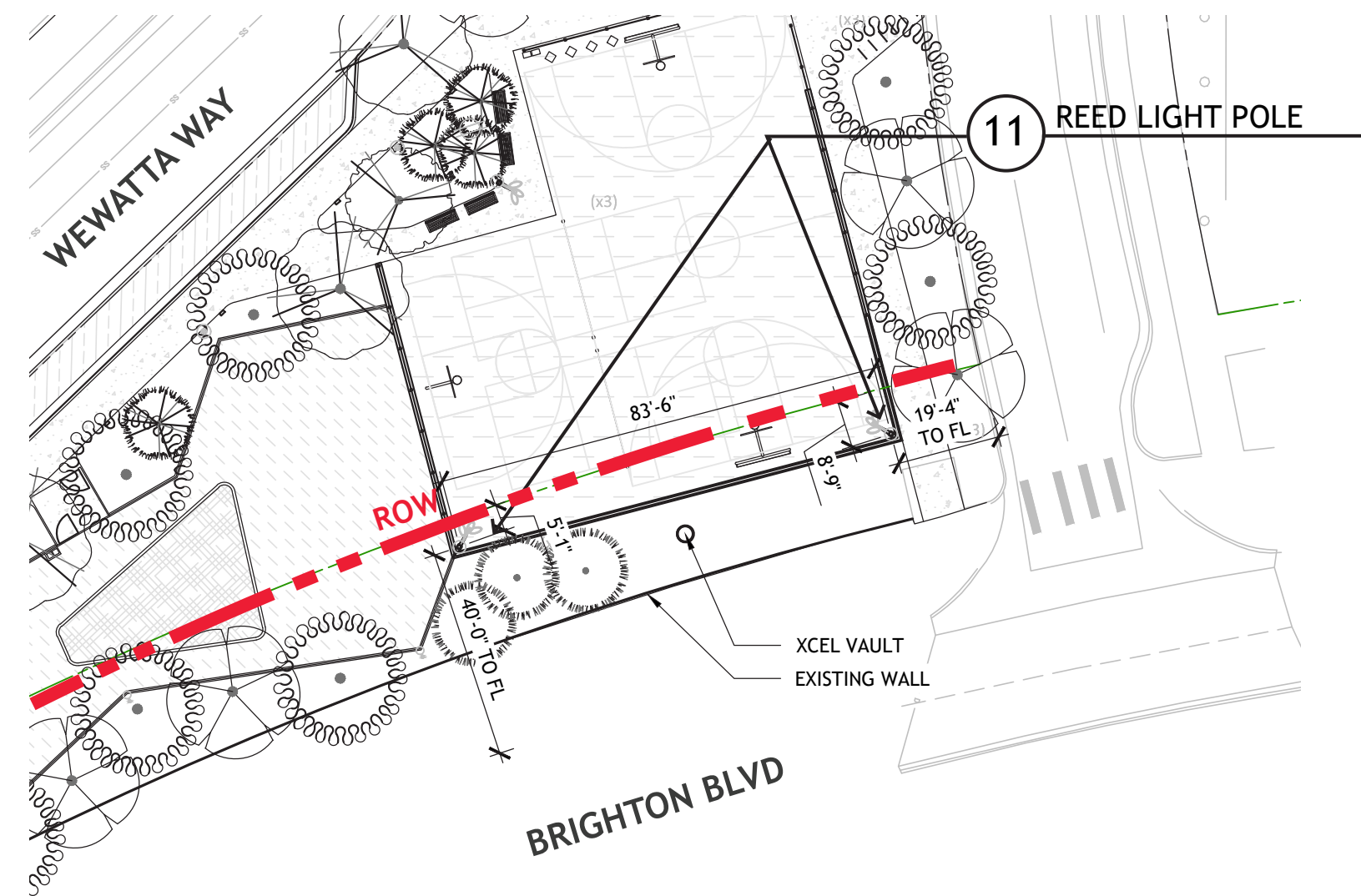
Project No.: 18157.00 Scale: As Noted
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Checked By: AP, SE, DD
Approved By: JB
Date: 07.08.2022

Drawing No:
PAGE 07 OF 09



All features on this page on the plan north side of Arkins Ct to transfer Ownership to DPR. All features on south side of Arkins Ct to remain unchanged.

AC ARKINS COURT ROW
1"=30'-0"



BB BRIGHTON BLVD ROW
1"=40'-0"

NARRATIVE

THE STRUCTURA REED LIGHT POLE IS PLACED ALONG ARKINS COURT TO PROVIDE A DISTINCT DISTRICT STREET CHARACTER WHILE MEETING REQUIRED PHOTO METRICS.

THE REED LIGHT POLE IS A STEEL SHAFT CONSTRUCTED OF ROLLED STEEL PLATE AND POLYESTER POWDER COATED. POLES RANGE IN HEIGHTS FROM 10' TO 40'.

OVAALI FAMILY

Back City / Location Project name

Type CITY

- 1800K, 2200K, 3000K and 4000K.
- 1 to 6 LED modules (30 to 350 watts).
- Light distribution in type L, R, RL, V and V.
- Tool-less access.
- IP66.
- UL certified.
- CSA / CSA-US certified.
- Dark sky.
- 3G vibration certified.
- DLC approved.

Lumica's latest OVAALI series is synonymous with ultramodern lighting. Blending clean lines with an elegance that stands the test of time, the OVAALI series is the perfect solution for a truly distinctive look.

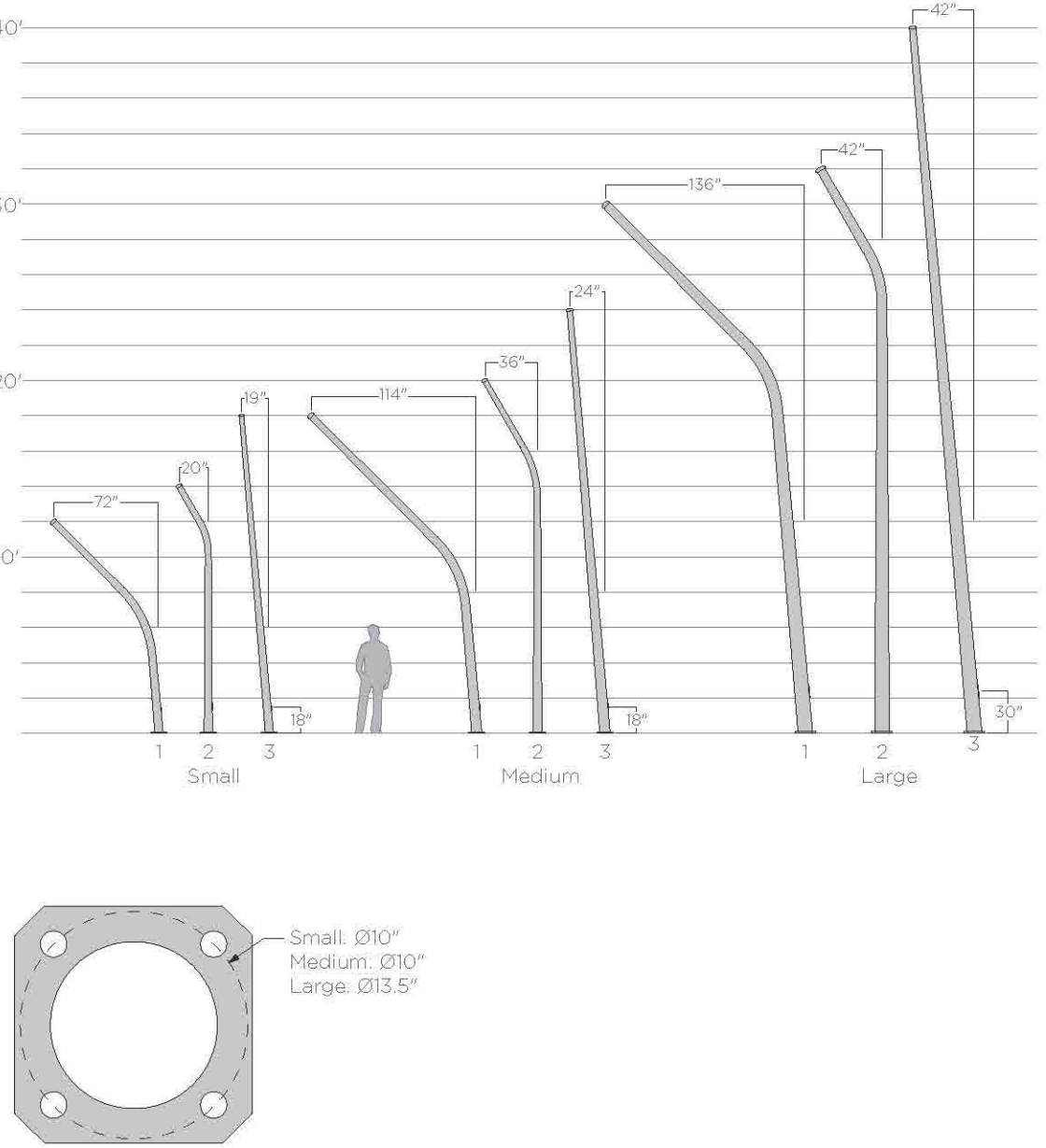
30" (762mm) 38" (965mm)

OL30 Weight: 25.50 (5.73 kg) CWA: 0.473' OL35 Weight: 33.0 (7.35 kg) IFA: 0.750'

Ordering example: OL30 36LED07 80W 40K L3PL 120 BK TRP7

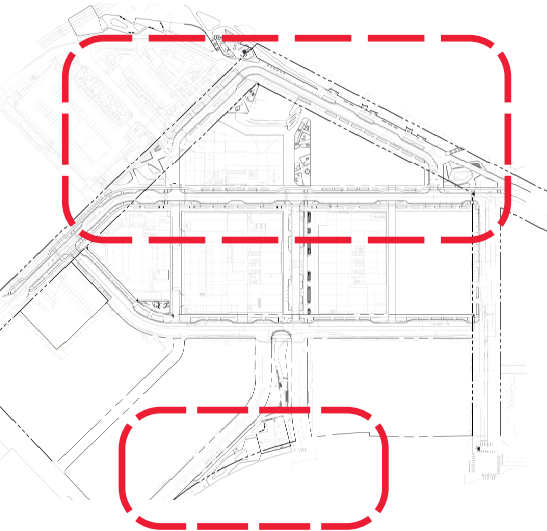
Luminaire	Source	Beam	Dist. Type	Voltage	Color
Options					
WFL	White Side Bracket	PPG	Pre-painted Steel (continuous)	140PS	Single Protection (100%)
TRP	Black 7-pin Test Lock Pin (Standard)	TRP7	Black 7-pin Test Lock Pin (Standard)	KCD	Remote Controlled Dimmer (Requires 0-10V dimmer)

Lumica reserves the right to modify the elements on this technical data sheet without prior notice.



NOT FOR CONSTRUCTION

Key Plan



Project Title:

DENARGO MARKET
PUBLIC REALM
& HORIZONTAL
IMPROVEMENTS

Drawing Title:

TEIR II
ENCROACHMENTS

Project No.: 18157.00 Scale: As Noted
Drawn By: PP, LT, BT, AS, JP, MS
Checked By: AP, SE, DD
Approved By: JB
Date: 07.08.2022

Drawing No:
PAGE 08 OF 09

NOT FOR CONSTRUCTION

Key Plan

Project Title:

DENARGO MARKET
PUBLIC REALM
& HORIZONTAL
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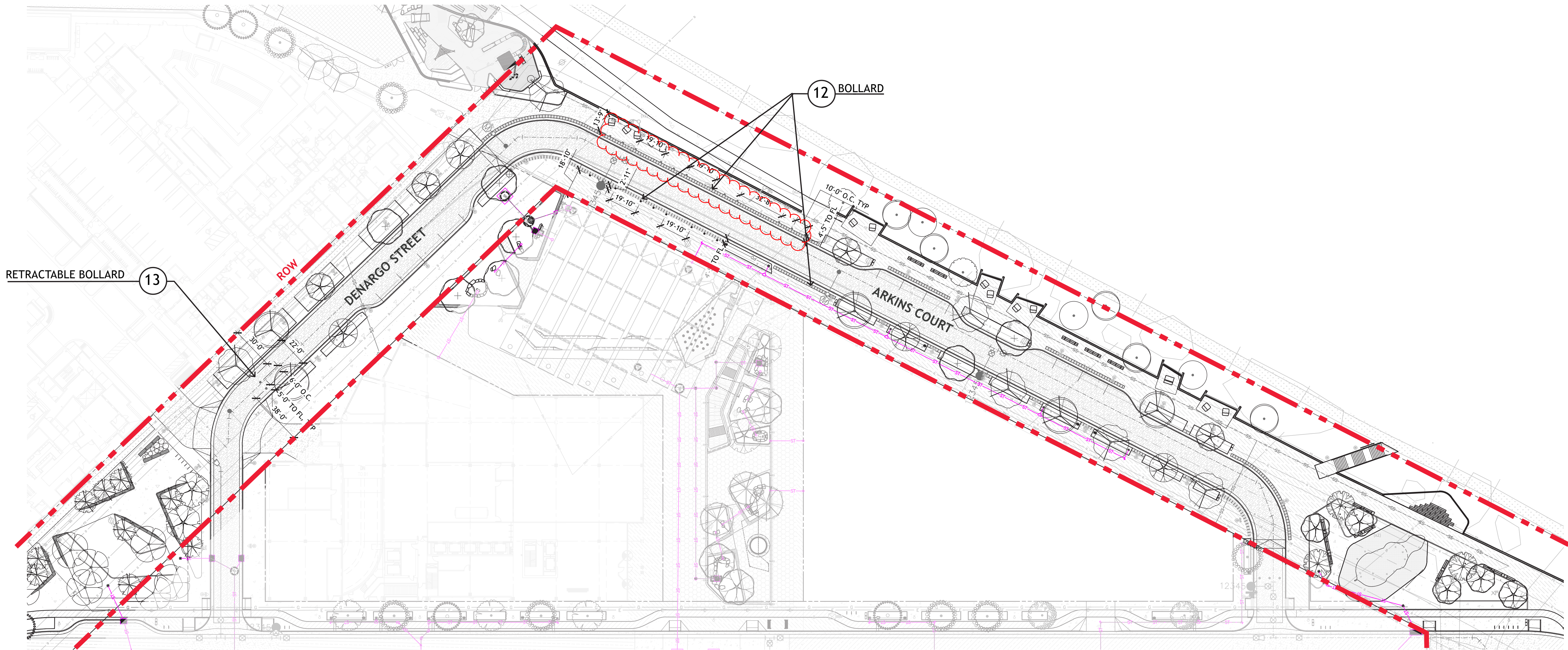
Drawing Title:

**TEIR II
ENCROACHMENTS**

Project No.: 18157.00 Scale: As Noted
Drawn By: PP, LT, BT, AS, JP, MS
Checked By: AP, SE, DD
Approved By: JB
Date: 07.08.2022

Drawing No:
PAGE 09 OF 09

DENARGO MARKET (MASTER PROJECT ####)

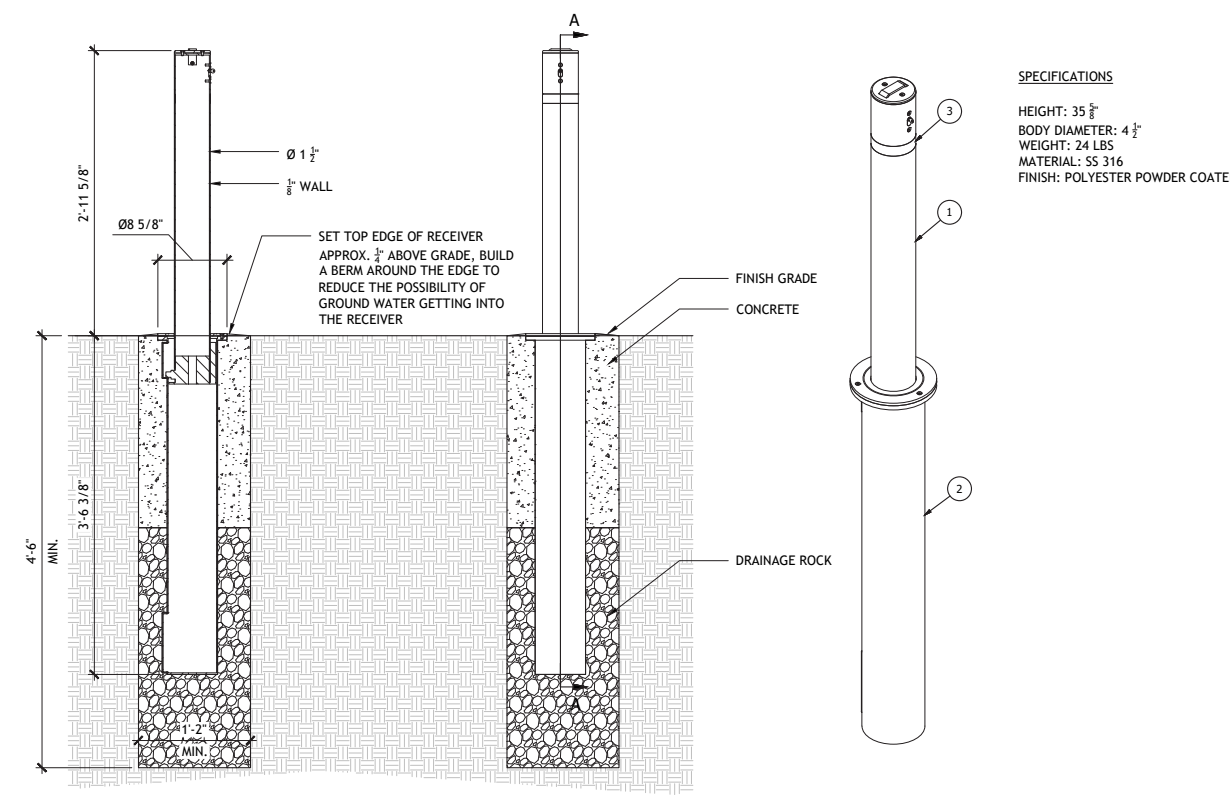


AC ARKINS COURT ROW
1"=30'-0"

NARRATIVE

BOLLARDS ARE PLACED WITHIN THE DENARGO STREET ROAD BED. THIS PORTION OF DENARGO STREET IS PROPOSED TO BE A SHARED PEDESTRIAN SHEET. THE BOLLARDS WILL PROVIDE A BARRIER TO NON-EMERGENCY VEHICLES DURING ROAD CLOSURES.

THE BOLLARD IS BY RELIANCE FOUNDRY AND WILL HAVE A CONCRETE FOOTING.

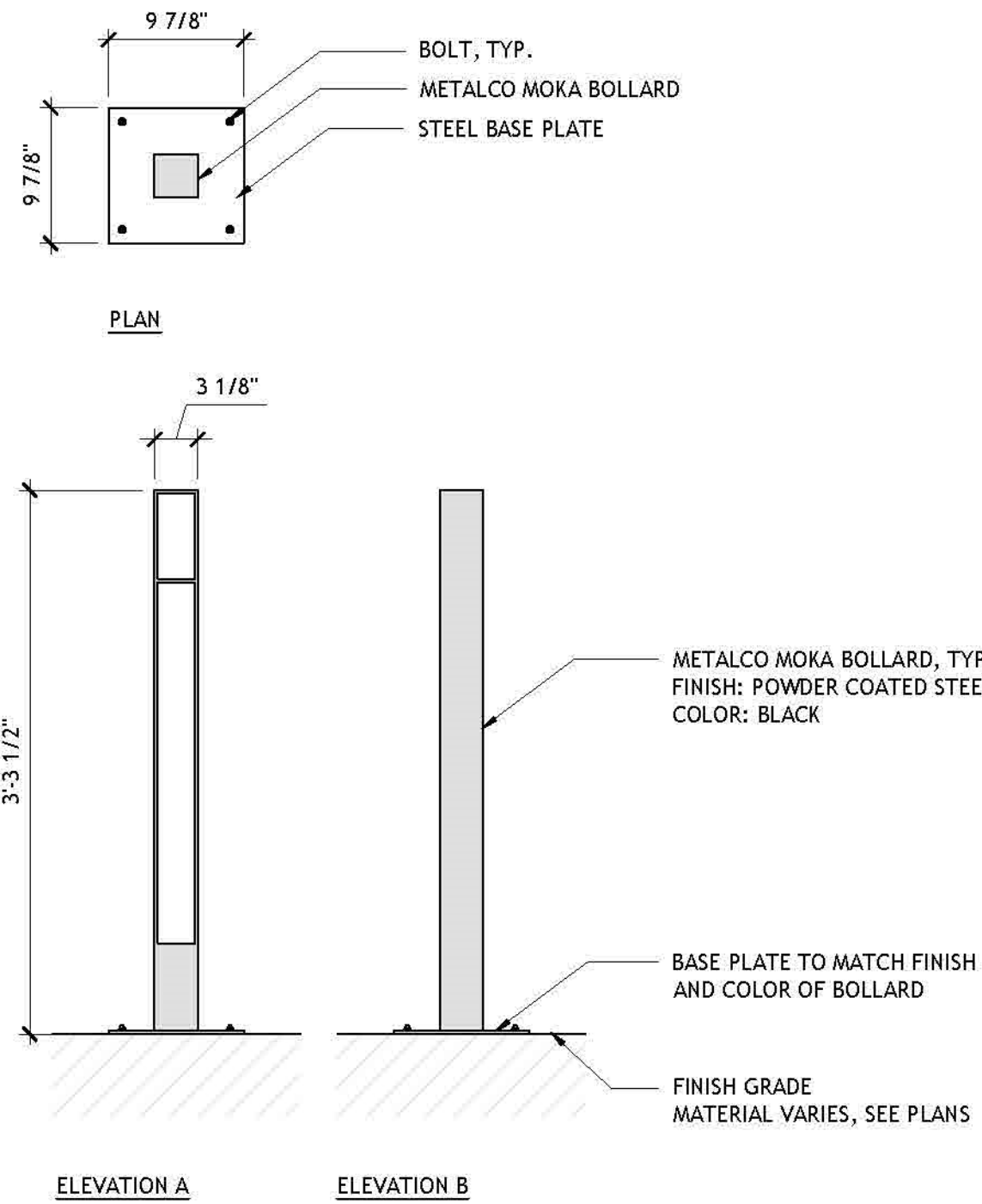


RELIANCE FOUNDRY CO. LTD. BOLLARD, MODEL R-8475-84			PARTS LIST		
ITEM	QTY	PART NAME	DESCRIPTION	MATERIAL	WEIGHT
1	1	BOLLARD	RELIANCE BOLLARD BOLLARD ASSEMBLY	Stainless Steel 304	20 lbs
2	1	BASE	RELIANCE BOLLARD BASE ASSEMBLY	Stainless Steel 304	20 lbs
3	1	REFLECTIVE TAPE	Optional Reflective Tape, Min. 1.11' WIDE	Plastic	20 lbs

NARRATIVE

BOLLARDS ARE PLACED ALONG THE ARKINS COURT SIDEWALK TO DETER VEHICULAR ACCESS ALONG THE CURBLESS STREETScape.

THE BOLLARD IS BY METALCO MOKA BOLLARD WITH A TYPICAL POWDER COATED STEEL FINISH AND IS SURFACE MOUNTED TO CONCRETE PAVEMENT.



13 RETRACTABLE BOLLARD
1/2"=1'-0"

12 BOLLARD
1"=1'-0"

No changes

Bollards in clouded area to transfer ownership to DPR.

COMMITTEE OF REFERENCE:

South Platte River

4 A RESOLUTION

5 **Granting a revocable permit to Denargo Market Metropolitan District No. 1, to**
6 **encroach into the right-of-way at 2650 Arkins Court.**

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

8 **Section 1.** The City and County of Denver ("City") hereby grants to Denargo Market
9 Metropolitan District No. 1, and their successors and assigns ("Permittee"), a revocable permit to
10 encroach into the right-of-way with garden fencing, dog park fencing, retaining walls, overlooks, river
11 access stairs, rain gardens, and sports equipment ("Encroachment(s)") at 2650 Arkins Court in the
12 following described area ("Encroachment Area"):

13 **PARCEL DESCRIPTION ROW NO. 2022-ENCROACHMENT-0000070-003:**

14 A PARCEL OF LAND 25.00 FEET WIDE, BEING A PORTION OF NORTH BROADWAY PER
15 ORDINANCE 280, SERIES 2001, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27,
16 TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND
17 COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS
18 FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF TRACT G, DENARGO MARKET SUBDIVISION FILING NO. 2 RECORDED AT RECEPTION NO. 2012049308 ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH BROADWAY; THENCE ALONG THE EASTERLY LINE OF SAID TRACT G AND SAID WESTERLY RIGHT-OF-WAY LINE 15.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 900.65 FEET, A CENTRAL ANGLE OF 01°00'02" AND A CHORD WHICH BEARS S30°05'21"W A DISTANCE OF 15.73 FEET TO THE POINT OF BEGINNING;
THENCE S60°24'40"E A DISTANCE OF 25.00 FEET;
THENCE 260.16 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 875.65 FEET, A CENTRAL ANGLE OF 17°01'22", AND A CHORD WHICH BEARS S21°04'38"W A DISTANCE OF 259.20 FEET;
THENCE N77°26'03"W A DISTANCE OF 25.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT G AND SAID WESTERLY RIGHT-OF-WAY LINE OF NORTH BROADWAY;
THENCE ALONG SAID EASTERLY AND WESTERLY LINES, 267.59 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 900.65 FEET, A CENTRAL ANGLE OF 17°01'22", AND A CHORD WHICH BEARS N21°04'38"E A DISTANCE OF 266.60 FEET TO THE POINT OF BEGINNING.

38 SAID PARCEL CONTAINS 0.151 ACRES OR 6.597 SQUARE FEET MORE OR LESS.

40 ALL LINEAR DIMENSIONS ARE IN U.S. SURVEY FEET.



SAID PARCEL CONTAINS 3.8253 ACRES OR 166,630 SQUARE FEET MORE OR LESS.

ALL LINEAR DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS:

BEARINGS ARE BASED ON AN ASSUMED BEARING OF N00°01'41"W ALONG THE
EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 27, BEING MONUMENTED
BY A FOUND 3-1/4" ALUMINUM CAP PLS #33204 SET FLUSH WITH THE GROUND AT THE
NORTH QUARTER CORNER AND THE CENTER QUARTER CORNER AS ESTABLISHED
FROM A 110.00 FOOT WITNESS CORNER BEING A FOUND ALUMINUM DISK IN CONCRETE
PLS #33204 TO THE SOUTH AND A 180.00 FOOT WITNESS CORNER BEING THE STEM OF A
BROKEN DISK IN CONCRETE TO THE EAST

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 (terms not defined herein are
defined in the Rules and Regulations Governing Encroachments & Encumbrances in the Public Right
of Way):

(a) Permittee shall obtain a street occupancy permit, street cut permit, and/or ROW
construction permit from the City's Department of Transportation and Infrastructure ("DOTI") Permit
Operations through www.denvergov.org/dotipermits prior to commencing construction.

(b) Permittee shall be responsible for obtaining all necessary permits and shall pay all
costs 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, ROW 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 (Colorado 811) through <https://colorado811.org/> or at 303-232-1991, 16361 Table
Mountain Pkwy, Golden, Colorado, 80403. Further, Permittee shall contact the Utility Notification
Center (Colorado 811) at <https://colorado811.org/> or 303-232-1991 to request locates for existing
underground facilities prior to commencing excavation.

(d) Permittee is fully responsible for any and all damages incurred to facilities of Denver
Water and any other Utility Company, 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 City's Executive Director of DOTI ("Executive Director"), in the Executive

1 Director's sole and absolute discretion, Permittee shall pay all cost and expense of the portion of the
2 water and/or sewer facilities affected by the Encroachment(s). The extent of the affected portion to
3 be replaced and relocated by Permittee shall be determined by the Executive Director. Any and all
4 replacement or repair of facilities of Denver Water and any other Utility Company, and/or drainage
5 facilities for water and sewage of the City and County of Denver attributed to the Permittee shall be
6 made by Denver Water, Utility Company, and/or the City and County of Denver at the sole expense
7 of the Permittee. In the event the Permittee's facilities are damaged or destroyed due to Denver
8 Water's, Utility Company's, or the City and County of Denver's repair, replacement and/or operation
9 of its facilities, repairs will be made by Permittee at its sole expense. Permittee agrees to defend,
10 indemnify and hold the City harmless and to repair or pay for the repair of any and all damages to
11 said water, storm, sanitary sewer facilities or other Utility Company facilities, or those damages
12 resulting from the failure of the water, storm, sanitary sewer facilities or other Utility Company
13 facilities to properly function because of the Encroachment(s).

(e) Permittee shall comply with all requirements of affected Utility Companies and pay for all costs of removal, relocation, replacement or rearrangement of Utility Company facilities. Existing utility facilities shall not be utilized, obstructed or disturbed.

(f) All construction in, under, on or over the Encroachment Area shall be accomplished in accordance with the Building Code and City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division.

(g) Permittee shall observe and comply with all Federal, State and local laws, regulations, ordinances, and public safety requests regarding the use of the Encroachment Area.

22 (h) Plans and Specifications governing the construction of the Encroachment(s) shall be
23 approved by DOTI prior to construction.

(i) Permittee shall pay all costs of construction and maintenance of the Encroachment(s). Upon revocation of the Permit or upon abandonment, Permittee shall pay all costs of removing the Encroachment(s) from the Encroachment Area and restore the Encroachment Area to a condition in accordance with City and County of Denver Department of Transportation & Infrastructure Transportation Standards and Details for the Engineering Division under the supervision of DOTI.

(j) Permittee shall remove and replace any and all street/alley paving, Sidewalks, Streetscapes, Amenity Zones, and curb and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that become broken, damaged or unsightly during, in the opinion of DOTI, the course of construction or maintenance of the Encroachment(s). In the future, Permittee shall also remove, replace or repair any street/alley paving, Sidewalks, and curb and gutter that

become broken or damaged when, in the opinion of DOTI, the damage has been caused by the Encroachment(s) or the activity of the Permittee within the Encroachment Area. All repair work shall be accomplished without cost to the City and under the supervision of DOTI.

(k) The City reserves the right to make an inspection of the Encroachment(s) and the Encroachment Area.

(I) During the existence of the Encroachment(s) and the Permit, Permittee, its successors and assigns, at its expense, and without cost to the City, shall procure and maintain Commercial General Liability insurance policy with a limit of not less than \$1,000,000 per occurrence. All coverages are to be arranged on an occurrence basis and include coverage for those hazards normally identified as X.C.U. during construction. The insurance coverage required herein constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All insurance coverage required herein shall be written in a form and by a company or companies approved by the Risk Manager of the City and authorized to do business in the State of Colorado. A certified copy of all such insurance policies shall be filed with the Executive Director, and each such policy shall contain a statement therein or endorsement thereon that it will not be canceled or materially changed without written notice, by registered mail, to the Executive Director at least thirty (30) days prior to the effective date of the cancellation or material change. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers shall be included as Additional Insured.

(m) In addition to the requirement herein to comply with all laws, Permittee shall comply with the provisions of Article IV (Prohibition of Discrimination in Employment, Housing and Commercial Space, Public Accommodations, Educational Institutions and Health and Welfare Services) of Chapter 28 (Human Rights) of the DRMC. The failure to comply with any such provision shall be a proper basis for revocation of the Encroachment(s).

(n) The right to revoke the Permit at any time for any reason and require the removal of the Encroachment(s) is expressly reserved to the City.

(o) By Permittee's use of this Permit and the Encroachment Area, Permittee agrees to the following:

i. Permittee agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Permit and the Encroachment(s) ("Claims"). This indemnity shall be interpreted in the

broadest possible manner to indemnify City for any acts or omissions of Permittee or its agents either passive or active, irrespective of fault, including City's negligence whether active or passive.

ii. Permittee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Permittee's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

iii. Permittee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

iv. Insurance coverage requirements specified in this Encroachment Permit shall in no way lessen or limit the liability of Permittee under the terms of this indemnification obligation. Permittee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

v. This defense and indemnification obligation shall survive the expiration or termination of this Permit.

(p) Pursuant to Chapter 49 of the DRMC, DOTI is authorized to remove or to order the removal of any article, vehicle, object or thing whatsoever encroaching into any street, alley, Sidewalk, or other public way or place.

(q) No third party, person or agency, except for an authorized Special District, may place the Encroachment(s) in front of a property without written permission of the adjacent property owner.

(r) Permittee's use of the ROW for placement of the Encroachment(s) does not create a property right or ownership interest of any kind in the Encroachment Area to the Permittee.

(s) All Encroachment(s) in Amenity Zones containing existing Public Trees and/or with the potential to impact tree roots or tree canopy must be pre-approved by the Office of the City Forester (OCF), by contacting them at forestry@denvergov.org or 720-913-0651. Encroachment(s) cannot be attached to or damage any Public Tree, and any damage shall be reported to the OCF immediately for mitigation. All trenching, excavation and grading activities within the Dripline of any Public Tree must be pre-approved by the OCF. City permits are required for the planting or removal of any Public Trees and can be obtained by emailing forestry@denvergov.org.

(t) All disturbances associated with construction of the Encroachment(s) shall be

managed as required by City standards for erosion control which may require standard notes or CASDP permitting depending on location and scope of project.

(u) Encroachment(s) proposed adjacent to a designated park or within a dedicated parkway shall require the City's Department of Parks and Recreation approval prior to installation.

(v) Encroachment(s) attached to a building may require building and/or zoning permits from the City's Department of Community Planning and Development.

(w) Encroachment(s) in the regulatory floodplain shall require a SUDP and comply with Chapter 4 Floodplain Regulations of the "Storm Drainage Design and Technical Criteria", Chapter 12 Floodplain Management of the "DOTI Rules and Regulations Governing Sewerage Charges and Fees and Management of Wastewater" and the City Floodplain Ordinance in DRMC Section 56-200 through 56-206. Above ground Encroachment(s) in a Floodway require a No-Rise Certification sealed and signed by a Professional Engineer licensed in the State of Colorado. If there is any rise in Base Flood Elevations, a Conditional Letter of Map Revision (CLOMR) and LOMR will be required.

(x) Only clean soil may be brought onto an Encroachment Area. Verification of soil quality must be provided if requested. Material removed from an Encroachment Area must be properly disposed and is the responsibility of the Permittee.

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

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1 COMMITTEE APPROVAL DATE: August 20, 2025 by Consent

2 MAYOR-COUNCIL DATE: August 26, 2025

3 PASSED BY THE COUNCIL: 09/08/2025

4 *Armando P. Sandoval*

DocuSigned by:

- PRESIDENT

5 ATTEST: _____

Paul J. Fox

401385B9DD354C3...

- CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

8 PREPARED BY: Martin A. Plate, Assistant City Attorney

DATE: August 28, 2025

9 Pursuant to section 13-9, 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

14 Katie J. McLoughlin, Interim City Attorney

15

16 BY: *Jonathan Griffin*, Assistant City Attorney

DATE: 08/28/2025

Signed by:

