

BY AUTHORITY

RESOLUTION NO. CR25-0148

COMMITTEE OF REFERENCE:

SERIES OF 2025

Land Use, Transportation & Infrastructure

A RESOLUTION

Granting a revocable permit to Colfax Downing Owner LLC, to encroach into the right-of-way at 1150 East Colfax Avenue.

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

Section 1. The City and County of Denver ("City") hereby grants to Colfax Downing Owner LLC, the owner of the Benefitted Property, and their successors and assigns ("Permittee"), a revocable permit to encroach into the right-of-way with an elevated sidewalk, 1.5-foot tall concrete curb wall, and safety railing ("Encroachment(s)") at 1150 East Colfax Avenue in the following described area ("Encroachment Area"):

PARCEL DESCRIPTION ROW NO. 2024-ENCROACHMENT-0000155-002:

A PARCEL OF LAND BEING A PORTION OF EAST COLFAX AVENUE RIGHT OF WAY ADJOINING BLOCK 37, PARK AVENUE ADDITION TO DENVER, SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF N DOWNING ST WITH THE SOUTH RIGHT OF WAY OF E COLFAX AVE;

THENCE SOUTH 89°30'09" EAST ALONG THE NORTH LINE OF SAID BLOCK 37, A DISTANCE OF 83.79 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°29'51" EAST, A DISTANCE OF 10.50 FEET;

THENCE SOUTH 89°30'09" EAST, A DISTANCE OF 6.50 FEET;

THENCE SOUTH 00°29'51" WEST, A DISTANCE OF 4.50 FEET;

THENCE SOUTH 89°30'09" EAST, A DISTANCE OF 43.00 FEET;

THENCE NORTH 00°29'51" EAST, A DISTANCE OF 4.11 FEET;

THENCE SOUTH 89°30'09" EAST, A DISTANCE OF 6.50 FEET;

THENCE SOUTH 00°29'51" WEST, A DISTANCE OF 10.11 FEET TO THE NORTH LINE OF SAID BLOCK 37;

THENCE NORTH 89°30'09" WEST ALONG SAID NORTH LINE, A DISTANCE OF 56.00 FEET TO THE POINT OF BEGINNING.

1 SAID PARCEL CONTAINS 392 SQUARE FEET OR 0.0090 ACRES, MORE OR LESS.

2

3 BEARINGS ARE BASED ON THE 20 FOOT RANGE LINE IN NORTH DOWNING STREET
4 BETWEEN EAST COLFAX AVENUE AND EAST 14TH AVENUE, MONUMENTED BY A 2"
5 ALUMINUM CAP IN CONCRETE AT GRADE AT THE NORTH END, AND BY A 1" AXLE 1.3'
6 DOWN IN A RANGE BOX AT THE SOUTH END, ASSUMED TO BEAR NORTH 00°00'38" EAST

7

8 and benefitting the following described parcel of property ("Benefitted Property"):

9 **PARCEL DESCRIPTION ROW NO. 2024-ENCROACHMENT-0000155-001:**

10 TRACT I:

11

12 LOTS 1 TO 10, BLOCK 37, PARK AVENUE ADDITION TO DENVER, AND THE VACATED
13 ALLEY ADJACENT TO AND SOUTH OF SAID LOTS 1 TO 10, BLOCK 37; ALSO LOTS 12 TO 20,
14 BLOCK 1, AND LOTS 6 TO 13, BLOCK 3, LANDON AND CURRY'S ADDITION TO DENVER;
15 LOTS 12 TO 20, BLOCK 1, GLENCOE ADDITION TO DENVER, ALSO, THE VACATED
16 PORTION OF THE ALLEY LYING BETWEEN BLOCK 1 AND 3, LANDON AND CURRY'S
17 ADDITION TO DENVER, WHICH LIES NORTH OF A LINE WHICH IS 11 FEET NORTH OF AND
18 PARALLEL WITH THE EXTENDED SOUTH LINE OF LOT 13, BLOCK 1, LANDON AND
19 CURRY'S ADDITION TO DENVER,

20

21 EXCEPT THAT PORTION CONVEYED TO THE CITY AND COUNTY OF DENVER BY SPECIAL
22 WARRANTY DEED RECORDED OCTOBER 24, 1967 IN BOOK 9801 AT PAGE 497, MORE
23 PARTICULARLY DESCRIBED AS FOLLOWS:

24

25 THOSE PARTS OF LOTS 12 AND 13, BLOCK 1, LANDON AND CURRY'S ADDITION TO
26 DENVER, LOCATED WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS:

27

28 BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 12 AND 10 FEET NORTH OF THE
29 SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY TO POINT WHICH IS 10
30 FEET EAST OF THE SAID WEST LINE AND 5 FEET SOUTH OF THE NORTH LINE OF SAID
31 LOT 12; THENCE EASTERLY ON A LINE PARALLEL WITH THE SAID NORTH LINE OF THE
32 EAST LINE OF SAID LOT 12; THENCE NORTHERLY ON THE SAID EAST LINE OF LOTS 12
33 AND 13, 16 FEET; THENCE WESTERLY ON A LINE WHICH IS 11 FEET NORTH OF AND
34 PARALLEL WITH THE SOUTH LINE OF SAID LOT 13 TO THE WEST LINE THEREOF; THENCE
35 SOUTHERLY ON THE SAID WEST LINE OF LOTS 12 AND 13, TO THE POINT OF BEGINNING,
36 ALSO THE NORTH 5 FEET OF LOT 12 AND THE SOUTH 11 FEET OF LOT 13, BLOCK 1,
37 GLENCOE ADDITION TO THE CITY AND COUNTY OF DENVER.

38

39 AND EXCEPT THOSE CERTAIN DESCRIBED PARCELS ONE AND TWO CONVEYED TO THE
40 CITY AND COUNTY OF DENVER BY SPECIAL WARRANTY DEED RECORDED JUNE 29, 2021
41 AT RECEPTION NO. 2021123548 AND THE DEED CORRECTION CERTIFICATE RECORDED

1 JULY 28, 2021 AT RECEPTION NO. 2021141036, MORE PARTICULARLY DESCRIBED AS
2 FOLLOWS:

3

4 LAND DESCRIPTION PARCEL ONE:

5

6 COMMENCING AT THE NORTHEAST CORNER OF LOT 12, BLOCK 1, GLENCOE ADDITION
7 TO THE CITY OF DENVER; THENCE SOUTH 00°00'11" EAST ALONG THE EAST LINE OF
8 SAID LOT 12, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH
9 00°00'11" EAST ALONG SAID EAST LINE, A DISTANCE OF 20.01 FEET TO THE SOUTHEAST
10 CORNER OF SAID LOT 12; THENCE NORTH 89°40'34" WEST ALONG THE SOUTH LINE OF
11 SAID LOT 12 AND LOT 12, BLOCK 1, LONDON AND CURRY'S ADDITION TO DENVER, A
12 DISTANCE OF 126.02 FEET TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 1, LONDON
13 AND CURRY'S ADDITION TO DENVER; THENCE NORTH 00°00'16" EAST ALONG THE WEST
14 LINE OF BLOCK 1, LONDON AND CURRY'S ADDITION TO DENVER, A DISTANCE OF 10.00
15 FEET; THENCE NORTH 44°45'32" EAST, A DISTANCE OF 14.12 FEET; THENCE SOUTH
16 89°38'21" EAST, A DISTANCE OF 116.07 FEET TO THE POINT OF BEGINNING.

17

18 LAND DESCRIPTION PARCEL TWO:

19

20 BEGINNING AT THE SOUTHEAST CORNER OF LOT 13, BLOCK 3 LONDON AND CURRY'S
21 ADDITION TO DENVER; THENCE NORTH 89°53'55" WEST ALONG THE SOUTH LINE OF SAID
22 LOT 13, A DISTANCE OF 2.00 FEET; THENCE NORTH 00°00'12" EAST, A DISTANCE OF 13.09
23 FEET; THENCE SOUTH 89°38'21" EAST, A DISTANCE OF 2.00 FEET TO THE EAST LINE OF
24 SAID LOT 13; THENCE SOUTH 00°00'12" WEST ALONG SAID EAST LINE, A DISTANCE OF
25 13.08 FEET TO THE POINT OF BEGINNING.

26

27 TRACT II:

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29 A PARCEL OF LAND BEING A PORTION OF LOTS 12 AND 13, BLOCK 1, GLENCOE ADDITION
30 TO DENVER AND A PORTION OF LOT 13, BLOCK 1, LONDON AND CURRY'S ADDITION TO
31 DENVER, SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH,
32 RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER,
33 STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

34 COMMENCING AT THE NORTHEAST CORNER OF LOT 13, BLOCK 1, GLENCOE ADDITION
35 TO THE CITY OF DENVER; THENCE SOUTH 00°00'11" EAST ALONG THE EAST LINE OF
36 SAID LOT 13, A DISTANCE OF 14.01 FEET TO THE NORTHEAST CORNER OF PARCEL
37 DESCRIBED IN BOOK 9801 PAGE 497 RECORDED OCTOBER 24, 1967, ALSO BEING TO THE
38 POINT OF BEGINNING;

39

40 THENCE SOUTH 00°00'11" EAST ALONG SAID EAST LINE, A DISTANCE OF 16.00 FEET TO
41 THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTH LINE OF SAID
42 PARCEL NORTH 89°38'21" WEST, A DISTANCE OF 38.15 FEET; THENCE DEPARTING THE
43 SOUTH LINE OF SAID PARCEL NORTH 64°54'04" WEST, A DISTANCE OF 28.56 FEET;

1 THENCE NORTH 89°40'34" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 00°00'16"
2 EAST, A DISTANCE OF 4.09 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE ALONG
3 THE NORTH LINE OF SAID PARCEL SOUTH 89°38'21" EAST, A DISTANCE OF 124.01 FEET
4 TO THE POINT OF BEGINNING.

5

6 THE ABOVE-DESCRIBED TRACTS I AND II BEING THE SAME PROPERTY DESCRIBED AS
7 FOLLOWS:

8

9 A PARCEL OF LAND BEING ALL OF LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 37 PARK
10 AVENUE ADDITION TO CITY OF DENVER, A PORTION OF LOTS 12 AND 13, BLOCK 1
11 GLENCOE ADDITION TO CITY OF DENVER, ALL OF LOTS 14 THROUGH 20, INCLUSIVE,
12 BLOCK 1 GLENCOE ADDITION TO CITY OF DENVER, A PORTION OF LOT 13, BLOCK 1
13 LANDON & CURRY'S ADDITION TO CITY OF DENVER, ALL OF LOTS 14 THROUGH 20,
14 INCLUSIVE, BLOCK 1 LANDON & CURRY'S ADDITION TO CITY OF DENVER, ALL OF LOTS 6
15 THROUGH 12, INCLUSIVE, BLOCK 3 LANDON & CURRY'S ADDITION TO CITY OF DENVER, A
16 PORTION OF LOT 13, BLOCK 3 LANDON & CURRY'S ADDITION TO THE CITY OF DENVER,
17 TOGETHER WITH A PORTION OF THE ALLEY VACATED BY ORDINANCE 38 SERIES OF
18 1934, LOCATED SOUTH OF BLOCK 37 PARK ADDITION TO CITY OF DENVER, A PORTION
19 OF THE ALLEY VACATED BY ORDINANCE 334, SERIES OF 1967, AND A PORTION OF THE
20 ALLEY VACATED BY ORDINANCE 111 SERIES OF 1959, LOCATED IN BLOCK 3, LANDON &
21 CURRY'S ADDITION TO CITY OF DENVER, SITUATED IN THE NORTHWEST QUARTER OF
22 SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
23 CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY
24 DESCRIBED AS FOLLOWS:

25

26 BEGINNING AT THE NORTHEAST BLOCK CORNER OF SAID BLOCK 37

27 THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF MARION STREET THE FOLLOWING
28 THREE (3) COURSES:

29

- 30 1) SOUTH 00°00'46" WEST, A DISTANCE OF 134.42 FEET;
31 2) SOUTH 89°53'44" EAST, A DISTANCE OF 0.95 FEET;
32 3) SOUTH 00°00'11" EAST, A DISTANCE OF 196.63 FEET TO A POINT ON THE NORTH LINE
33 OF A PARCEL DEEDED TO THE CITY AND COUNTY OF DENVER, RECEPTION NUMBER
34 2021123548;

35

36 THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL DEEDED TO THE CITY
37 AND COUNTY OF DENVER THE FOLLOWING SIX (6) COURSES:

38

- 39 1) NORTH 89°38'21" WEST, A DISTANCE OF 38.15 FEET;
40 2) NORTH 64°54'04" WEST, A DISTANCE OF 28.56 FEET;
41 3) NORTH 89°40'34" WEST, A DISTANCE OF 60.00 FEET;

1 4) NORTH 00°00'16" EAST, A DISTANCE OF 4.09 FEET;
2 5) NORTH 89°38'21" WEST, A DISTANCE OF 20.00 FEET;
3 6) SOUTH 00°00'12" WEST, A DISTANCE OF 13.09 FEET TO A POINT ON THE SOUTH LINE
4 OF LOT 13, BLOCK 3, LONDON AND CURRY'S ADDITION TO CITY OF DENVER;
5
6 THENCE NORTH 89°53'55" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 123.01 FEET
7 TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DOWNING STREET;
8
9 NORTH 00°00'38" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 329.32
10 FEET TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-
11 OF-WAY LINE OF COLFAX AVENUE;
12
13 THENCE SOUTH 89°30'09" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE
14 OF 266.03 FEET TO THE POINT OF BEGINNING

15 **Section 2.** The revocable permit ("Permit") granted by this Resolution is expressly granted
16 upon and subject to each and all of the following terms and conditions (terms not defined herein are
17 defined in the Rules and Regulations Governing Encroachments & Encumbrances in the Public Right
18 of Way):

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

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

24 (c) If the Permittee intends to install any underground facilities in or near a Public road,
25 street, alley, ROW or utility easement, the Permittee shall join the Statewide Notification Association
26 of Owners and Operators of Underground Facilities by contacting the Utility Notification Center of
27 Colorado (Colorado 811) through <https://colorado811.org/> or at 303-232-1991, 16361 Table
28 Mountain Pkwy, Golden, Colorado, 80403. Further, Permittee shall contact the Utility Notification
29 Center (Colorado 811) at <https://colorado811.org/> or 303-232-1991 to request locates for existing
30 underground facilities prior to commencing excavation.

31 (d) Permittee is fully responsible for any and all damages incurred to facilities of Denver
32 Water and any other Utility Company, and/or drainage facilities for water and sewage of the City and
33 County of Denver due to activities authorized by the Permit. Should the relocation or replacement of
34 any drainage facilities for water and sewage of the City and County of Denver become necessary as
35 determined by the City's Executive Director of DOTI ("Executive Director"), in the Executive

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

(h) Plans and Specifications governing the construction of the Encroachment(s) shall be 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.

(l) 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

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

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

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

7 (w) Encroachment(s) in the regulatory floodplain shall require a SUDP and comply with
8 Chapter 4 Floodplain Regulations of the "Storm Drainage Design and Technical Criteria", Chapter
9 12 Floodplain Management of the "DOTI Rules and Regulations Governing Sewerage Charges and
10 Fees and Management of Wastewater" and the City Floodplain Ordinance in DRMC Section 56-200
11 through 56-206. Above ground Encroachment(s) in a Floodway require a No-Rise Certification
12 sealed and signed by a Professional Engineer licensed in the State of Colorado. If there is any rise
13 in Base Flood Elevations, a Conditional Letter of Map Revision (CLOMR) and LOMR will be required.

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

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

25 **[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

1 COMMITTEE APPROVAL DATE: February 11, 2025 by Consent
2 MAYOR-COUNCIL DATE: February 18, 2025
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: Martin A. Plate, Assistant City Attorney DATE: February 20, 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: Anshul Bagga, Assistant City Attorney DATE: Feb 20, 2025