

From: Michael Cerbo
To: [Van Schaack, Chandler - CPD CE0429 Senior City Planner](#)
Subject: Re: 5611 E Iowa Proposed Rezoning (20171-00190)
Date: Tuesday, June 12, 2018 10:41:45 AM
Attachments: [image001.png](#)

Hi Chandler - I have not had a chance to specifically discuss with our board, but many of our general members have expressed concern about the rezone to S-RH-2.5.

Most that I've spoken with are concerned that 3 story structures do not fit within the context of the existing neighborhood, and that this zoning, if approved, would set an undesirable precedent along the east side of Holly. I also understand that Cook Park is opposed to the rezone application.

Although the S-RH-2.5 zoning exists across the street, the size of that lot is much bigger than the rezoning application being considered, and this lot would be surrounded by S-SU-D zoning on three sides instead of two.

If we are able to consider as a board and take an official position I will let you know.

Thank you,
Mike Cerbo

On Mon, Jun 4, 2018 at 4:32 PM, Van Schaack, Chandler - CPD CE0429 Senior City Planner <Chandler.VanSchaack@denvergov.org> wrote:

Hello Mike,

I am writing with regards to the above-referenced rezoning request. Have you had a chance to look at this on behalf of the Virginia Village/ Ellis Community Association? If so, do you have a stance on the proposal? I am just trying to get a sense of how the RNOs feel about it prior to the public hearing on June 20th. Please feel free to email or call me to discuss.

Thanks!

Chandler Van Schaack, AICP | Senior Planner



Community Planning and Development | City and County of Denver

p: (720) 865.3011 | chandler.vanschaack@denvergov.org

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From: CLAUDIA KERN
To: [Van Schaack, Chandler - CPD CE0429 Senior City Planner](#)
Subject: application#20171-00190
Date: Wednesday, June 06, 2018 11:31:58 PM

Hello,

my name is Claudia Kern and I am the owner of the single family house at 1381 S Holly St. I am writing to you as I am opposed to an approval of rezoning of the property on the corner of Holly and Iowa, 3 blocks south of me.

This neighborhood is single family only for the most part, and the infrastructure has been planned accordingly.

Also, the general character of the neighborhood is single family homes only and any new development should fit the bill of the existing surroundings, therefore, please do not approve re-zoning for a multi-story, multi family unit on this lot.

Sincerely,

Claudia Kern

From: Teresa
To: [Van Schaack, Chandler - CPD CE0429 Senior City Planner](#)
Subject: Rezoning request for lot at Holly and Iowa
Date: Thursday, June 14, 2018 4:38:39 PM

I am a resident in the neighborhood at Holly and Iowa. Our community group told us to email you with our opinion regarding the rezoning at Holly and Iowa. If you are not the appropriate person to notify regarding this matter, please forward this email on to the appropriate person.

My husband and I strongly oppose any lot rezoning from single family to multi-unit in our neighborhood, including the request for the Holly and Iowa lot.

In our opinion which is also held by many of our neighbors, the last thing Virginia Village or Virginia Vale needs is developers coming into our neighborhoods and scraping houses to build townhouses or apartment complexes. Other neighborhoods allowed that to happen (Curtis Park, the Highlands, etc) and it has destroyed the look, feel, atmosphere, and community relationships in those neighborhoods. We don't want that here!! Let the developers go elsewhere! This is a single family housing community. If they bought the lot thinking they could jam a rezoning down our throats via the City, too bad!

Teresa and Chris Reinhardt

Sent from Teresa's cellphone

We recently updated our Privacy Policy. [Learn more about the changes.](#)



No rezoning of 5611 E. Iowa St., Denver, CO



85 have signed. Let's get to 100!



Linda Ingram signed this petition

First name

Last name

Email

Denver, 80203

United States

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Display my name and comment on this petition

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Linda Ingram started this petition to [Linda Ingram](#)

Dear Denver City Councilmembers,

As concerned neighbors surrounding the parcel at 5611 E. Iowa, Denver, CO, we are opposed to the proposed rezoning of the parcel for “up to 20 units”. We respectfully request no zoning change for the parcel, not because we are anti-growth, but because we support smart, well planned urban development for Denver.

- 1) The neighborhood surrounding 5611 E Iowa is an Area of Stability.

a. While remodeling and renovation has occurred in many residences and businesses in the area, adding residential units of this nature would alter the established character of the neighborhood, which would be inconsistent with Blueprint Denver (DZC §12.4.10.7.A). Spot zoning of this parcel is unnecessary and antithetical to the neighborhood.

2) There is inadequate road infrastructure in this area for “up to 20 units”.

a. The proposed rezoning would exacerbate a problematic parking situation and increase traffic in an area which is already congested. The Montessori School is a block away and The Rocky Mountain School of Expeditionary Learning is two blocks away, along with multiple businesses along this area of Holly Street. The addition of significant traffic flow to this area poses a notable risk to students, residents and other pedestrians.

3) There is No Circumstance Justifying the Rezoning (DZC §12.4.10.8).

a. There has been no change to the neighborhood justifying the rezoning of the parcel. – The CPD Report states that the “justifying circumstance” for the rezoning is that the neighborhood has changed or is changing “to such a degree that it is in the public interest to encourage a redevelopment of the area” (DZC § 12.4.10.8.A.4). Both residents of and visitors to this neighborhood understand that it does not

require redevelopment. The neighborhood is sought after by both individuals and families seeking residential property and business owners seeking commercial space. Quite simply, this rezoning is unnecessary to encourage the development of the parcel.

For the foregoing reasons, we the undersigned request you vote against the proposed zoning change. Thank you for your consideration in this matter.



Start a petition of your own

This petition starter stood up and took action. Will you do the same?

[Start a petition](#)

Updates

50 supporters

3 weeks ago

Linda Ingram started this petition

3 weeks ago

Reasons for signing



Sharon Pearson · 3 weeks ago

Our south Denver neighborhoods appear to be up for sale to the highest bidder and not in the interests of

the integrity of the neighborhoods. It is getting impossible to cope with the density, as no new infrastructure is going along with this rampant development. Have you tried to get anywhere on S. Colorado Blvd lately? I think all the additional... [Read more](#)

4 · Report



Pablo Morgan · 2 weeks ago

It's just not right!

1 · Report

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Say NO to a Cross-

Promoted by 91 supporters



Save artist William

Promoted by 24 supporters



Save Reinhart Park

From: Ed Hornung
To: [Van Schaack, Chandler - CPD CE0429 Senior City Planner](#)
Cc: andre@realarchitecture.com; maggie.janco@gmail.com; rv711r@aol.com; kgninvestments@hotmail.com
Subject: Cook Park Neighborhood Association Good Neighbor Agreement
Date: Tuesday, July 03, 2018 11:58:08 AM

Hi Chandler,

The Cook Park Neighborhood Association has received the initial draft of the Good Neighbor Agreement, and we are in the process of reviewing the document at this time. Generally, the Cook Park Neighborhood Association membership has voted to support the rezoning of the property located at 5611 East Iowa Ave. We look forward to continuing to work with, and support Andre and Keith.

Thanks,

Ed Hornung
Cook Park Neighborhood Association

GOOD NEIGHBOR AGREEMENT FOR 5611 E. IOWA AVENUE

THIS AGREEMENT ("Agreement"), which may be hereinafter referred to as a Good Neighbor Agreement, is made effective this 20 day of August, 2018 ("Effective Date"), by and between Cook Park Neighbors Association, a Registered Neighborhood Association under the ordinances of the City and County of Denver ("CPNA"), and KGN Asset Management, Inc, ("Owner").

RECITALS

WHEREAS, Owner is the record title holder and owner of property legally described as:

THE WEST 100 FEET OF THE SOUTH HALF OF LOT 1, BLOCK 2, VROOMAN'S SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO;

Commonly described as situs addresses 5611 E. IOWA AVENUE, Denver, Colorado 80224 (the "Property").

WHEREAS, Owner has applied to the City of Denver to rezone the Property from S-SU-D to S-RH-2.5 (application #2017I-00190) and seeks the support of the local community during the rezoning process;

WHEREAS, Owner and CPNA enter into this Agreement concerning the intended Zoning Use of the Property;

NOW, THEREFORE, the parties, in consideration of the mutual covenants and promises contained herein, hereby agree as follows:

TERMS

1.0 Owner's Obligations and Duties.

1.1 Owner and its tenant(s) shall at all times comply with zoning restrictions.

1.2 If the Property is successfully re-zoned to S-RH-2.5, the Owner agrees to develop the property under the "Duplex" form of the Denver Zoning Code, which:

1.2.1 Limits development on this property to four (4) units total;

1.2.2 Keeps Height, Bulk Plane, Lot Coverage, and Setbacks equal to the requirements under the S-SU-D zoning;

1.2.3 Requires 2 on-site parking to be provided for each of the proposed units; and

- 1.2.4 Establishes Right-of-Way improvements equal to the required improvements under the S-SU-D
- 1.2.5 The homeowner at 5655 East Iowa Avenue shall not have his easement from Holly Street to his garage encumbered by any development.
- 1.2.6 1.2.6 The units must initially be offered as "for sale" units for a minimum of 90 days. After the first "sale" of each individual unit, the new owner should be allowed to sell, rent, lease, or sublet that unit. In the event the market takes a large fall and all four units do not sell, developer may lease the property after the 90 day period to avoid further losses.

2.0 CPNA's Obligations and Duties.

2.1 CPNA will provide a letter of support to the Owner for the re-zoning process per the rules and regulations that govern the neighborhood organization and will send a representative from the CPNA board to all Public Hearings to provide verbal testimony of this neighborhood support.

3.0 Specific Performance

3.1 In the event of a breach by Owner of obligations under Section 1.0, the Owner shall cease all activity on the Property that causes or is suspected to cause the breach. CPNA shall be required to give Owner notice in writing of such violation by written complaint. Failure of Owner to act with reasonable haste to immediately cease such activity shall allow CPNA to file appropriate emergency petitions for the cessation of such activity with any and all Departments of Denver City and County that CPNA deems appropriate, as well as to file an emergency motion for specific performance with the appropriate court within the city and county of Denver.

3.2 Due to the time-sensitive nature of the rezoning, appropriate support from CPNA is critical. In the event of a breach by CPNA of obligations under Section 2.0, the Owner reserves the right to terminate this agreement on the basis of said breach, as correction/restitution will be impossible after each Public Hearing has concluded.

4.0 Termination.

4.1 This Agreement may be terminated without cause upon the mutual consent of the parties at any time.

4.2 This Agreement may be terminated by either party, upon written notice for cause, which shall be defined as a material breach of this Agreement. In the event of a material breach of this Agreement, the breaching party shall have thirty (30) days from the date of notice to cure

the breach to the reasonable satisfaction of the non-breaching party. If the breaching party fails to cure such breach within thirty (30) days, this Agreement may be terminated by the non-breaching party by giving written notice to the breaching party.

4.3 This Agreement shall terminate after twenty (20) years following its execution.

5.0 Severability. Should any provision(s) of this Agreement be invalid, unlawful, or unenforceable, this shall not affect the validity of any other provision(s) of this Agreement to the Agreement as a whole.

6.0 Compliance with Applicable Laws.

6.1 The parties agree to comply with applicable laws, regulations, rulings, and standards and amendments thereto, of all entities that regulate, license, and/or govern the parties, including, but not limited to, federal, state and local governmental entities.

7.0 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.0 Headings. Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.

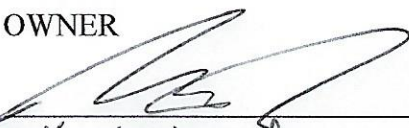
9.0 Waiver. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

10.0 Third Party Beneficiaries and Transferees. This Agreement is intended to and shall confer upon any other person or business entity with future ownership of the property for the duration of the Agreement (20 years), and any future owner shall be subject to the terms of Section 1.

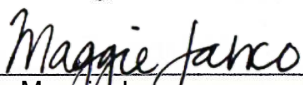
11.0 Owner/Operator. Any portion of this Agreement that refers to Owner shall also be applied to the Operator of the business or Property, as such Operator shall be acting directly or implicitly through the Owner; for the Owner; or with the Owner's consent.

IN WITNESS WHEREOF, Owner and CPNA have caused this Agreement to be executed by their authorized representatives.

OWNER

By: 
Name: Keith Nylund
Title: President, T-K&N Asset Mgmt. Inc.
Date: 8/20/18

Cook Park Neighbors Association

By: 
Name: Maggie Jarco
Title: Chair, CPNA Design Review Committee
Date: 8/20/2018