



## Accessory Dwelling Unit Zone Map Amendment (Rezoning) - Application

| PROPERTY OWNER INFORMATION*  |  | PROPERTY OWNER(S) REPRESENTATIVE**   |  |
|--|--|--|--|
| <input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION  |  | <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION                                       |  |
| Property Owner Name  | 3133 Raleigh St LLC  | Representative Name  |  |
| Address  | 3133 Raleigh St  | Address  |  |
| City, State, Zip   | Denver, CO 80212   | City, State, Zip   |  |
| Telephone  | 303.842.5767   | Telephone  |  |
| Email  | jgargotto@gmail.com  | Email  |  |
| *If More Than One Property Owner:<br>All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.              |  | **Property owner shall provide a written letter authorizing the representative to act on his/her behalf. |  |
| Please attach Proof of Ownership acceptable to the Manager for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed, or (c) Title policy or commitment dated no earlier than 60 days prior to application date.   |  |  |  |
| If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office. |  |  |  |
| SUBJECT PROPERTY INFORMATION   |  |  |  |
| Location (address):  | 3133 Raleigh St<br>Denver, CO 80212  |  |  |
| Assessor's Parcel Numbers:   | 02304-07-031-000   |  |  |
| Area in Acres or Square Feet:  | 6,350 SF (APPROX. 0.16 ACRES)  |  |  |
| Current Zone District(s):  | U-SU-A   |  |  |
| PROPOSAL   |  |  |  |
| Proposed Zone District:  | U-SU-A1  |  |  |
| PRE-APPLICATION INFORMATION  |  |  |  |
| Did you have a pre-application meeting with Development Services Residential Team?   | <input type="checkbox"/> Yes - if yes, state the meeting date <u>12/3/19</u><br><input type="checkbox"/> No - if no, describe why not  |  |  |
| Did you contact the City Council District Office regarding this application?   | <input checked="" type="checkbox"/> Yes - if yes, state date and method <u>8/28/20 - virtual office hour meeting</u><br><input type="checkbox"/> No - if no, describe why not (in outreach attachment) |  |  |

**REVIEW CRITERIA - AFFIRM THE PROPOSED ADU REZONING COMPLIES WITH THE CRITERIA BELOW BY CHECKING THE BOX NEXT TO EACH CRITERION**

|   |  |
|---|--|
| <p>General Review Criteria: The proposal must comply with all of the general review criteria.<br/>(Check box to the right to affirm)<br/>DZC Sec. 12.4.10.7</p> | <p><input checked="" type="checkbox"/> <b>Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan.</b></p> <p><b>Denver Comprehensive Plan 2040</b><br/>The proposed map amendment is consistent with the strategies in the adopted Denver Comprehensive Plan 2040, including:</p> <ul style="list-style-type: none"> <li>• <b>Goal 2, Strategy A. Equitable, Affordable and Inclusive</b> – "Create a greater mix of housing options in every neighborhood for all individuals and families" (p. 28). The proposed zone district allows for an additional dwelling unit that is accessory to the primary single-unit dwelling use. Accessory dwelling units can provide housing for individuals or families with different incomes, ages, and needs compatible with the single-unit neighborhoods.</li> <li>• <b>Goal 8, Strategy A. Environmentally Resilient</b> - "Promote infill development where infrastructure and services are already in place" (p. 54). The proposed map amendment will allow an additional housing unit on the site of an existing home where infrastructure and services such as water, stormwater, and streets already exist. This allows Denver to grow responsibly and promotes land conservation.</li> </ul> <p><b>Blueprint Denver</b><br/>The proposed map amendment is consistent with the applicable neighborhood context, places, street type, and strategies in <i>Blueprint Denver</i>, including:</p> <ul style="list-style-type: none"> <li>• <b>Policy 4, Strategy E</b> - Diversify housing choice through the expansion of accessory dwelling units throughout all residential areas.</li> </ul> <p><b>Neighborhood/ Small Area Plan (list all, if applicable):</b> _____</p> <p><b>Housing an Inclusive Denver</b><br/>The proposed map amendment is consistent with <i>Housing an Inclusive Denver</i>, including:<br/><b>Attainable Homeownership, Recommendation 1:</b> "Promote programs that help households maintain their existing homes. The City and its partners should target existing homeowner rehabilitation programs to residents in vulnerable neighborhoods, promote financial literacy education for prospective and existing homeowners, and promote the development of accessory dwelling units as a wealth-building tool for low and moderate-income homeowners" (p. 14).</p> |
| <p>General Review Criteria: The proposal must comply with all of the general review criteria.<br/>(Check boxes to affirm)<br/>DZC Sec. 12.4.10.7</p>            | <p><input checked="" type="checkbox"/> <b>Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.</b></p> <p><input checked="" type="checkbox"/> <b>Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</b></p> <p>The proposed map amendment furthers the public health, safety, and general welfare of the city through implementation of the city's adopted plan, including <i>Blueprint Denver</i> which recommends "the expansion of accessory dwelling units throughout all residential areas" (<i>Blueprint Denver</i>, p. 84).</p>   |

|   |   |
|---|---|
| <p>Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria.<br/>(Check boxes to affirm.)<br/>DZC Sec. 12.4.10.8</p> | <p><input checked="" type="checkbox"/> <b>Justifying Circumstances - One of the following circumstances exists: Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</b></p> <p style="margin-left: 40px;">a. Changed or changing conditions in a particular area, or in the city generally; or</p> <p style="margin-left: 40px;">b. A City adopted plan; or</p> <p style="margin-left: 40px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p>The proposed map amendment application identifies the adoption of <i>Blueprint Denver</i> as the Justifying Circumstance. As discussed above, <i>Blueprint Denver</i> specifically recommends the city diversify housing choice through the expansion of accessory dwelling units throughout all residential areas. The plan was adopted after the date of approval of the existing zone districts. Therefore, this is an appropriate justifying circumstance for the proposed rezoning.</p> <p><input checked="" type="checkbox"/> <b>The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.</b></p> <p>The proposed map amendment is consistent with the neighborhood context description, stated purpose and intent of the proposed <u>U-SU-A1</u> Zone District.</p> |
|---|---|

**REQUIRED ATTACHMENTS**

Please check boxes below to affirm the following required attachments are submitted with this rezoning application:

Legal Description (required to be separate attachment in Microsoft Word document format.)

Proof of Ownership Document (e.g. Assessor’s record, property deed, etc.)

**ADDITIONAL ATTACHMENTS (IF APPLICABLE)**

Please check boxes identifying additional attachments provided with this application (note that more information may be required. Please confirm with your pre-application/case manager/planner prior to submittal.):

Written Narrative Explaining Project

Site Plan/ Drawings (if available)

Narrative describing any outreach to City Council office(s), Registered Neighborhood Organizations (RNOs) and surrounding neighbors.

Written Authorization to Represent Property Owner(s) (if applicable)

Individual Authorization to Sign on Behalf of a Corporate Entity (e.g. if the deed of the subject property lists an LLC/trust as owner, this is document is required.)

Please list any other additional attachments:

**PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION**

We, the undersigned represent that we are the owner(s) of the property described opposite our names, or have the authorization to sign on behalf of the owner as evidenced by a Power of Attorney or other authorization attached, and that we do hereby request initiation of this application. I hereby certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate. I understand that without such owner consent, the requested official map amendment action cannot lawfully be accomplished.

| Property Owner Name(s)<br>(please type or print legibly)                                     | Property Address<br>City, State, Zip<br>Phone<br>Email                       | Property Owner Interest % of the Area of the Zone Lots to Be Rezoned | Please sign below as an indication of your consent to the above certification statement | Date     | Indicate the type of ownership documentation provided:<br>(A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved | Has the owner authorized a representative in writing?<br>(YES/NO) |
|--|--|--|---|----------|--|---|
| <b>EXAMPLE</b><br>John Alan Smith and<br>Josie Q. Smith                                      | 123 Sesame Street<br>Denver, CO 80202<br>(303) 555-5555<br>sample@sample.gov | 100%   | <i>John Alan Smith</i><br><i>Josie Q. Smith</i>   | 01/01/12 | (A)  | YES   |
| 3133 Raleigh St LLC<br>Manager: <del>Joey</del><br><del>Gargotto</del><br>JOSEPH<br>GARGOTTO | 3133 Raleigh St<br>Denver, CO 80212<br>303.842.5767<br>jgargotto@gmail.com   | 100%   | <i>JJ G.</i>  | 9/14/20  | (A)  | YES<br>NO   |
|  |  |  |   |          |  |   |
|  |  |  |   |          |  |   |

3133 N Raleigh St  
Denver, CO 80212  
3133 Raleigh St LLC  
Manager: Joey Gargotto

**Legal Description:** Lot 45 & 46 Block 2 CORNFORTH HEIGHTS

**CORRECTED LEGAL DESCRIPTION:**

LOTS 45 AND 46, BLOCK 2, CORNFORTH HEIGHTS,  
CITY AND COUNTY OF DENVER,  
STATE OF COLORADO

# 3133 N RALEIGH ST

|                          |  |
|--------------------------|--|
| <b>Owner</b>             | 3133 RALEIGH LLC<br>3971 S HUDSON WAY<br>ENGLEWOOD , CO 80113-5135 |
| <b>Schedule Number</b>   | 02304-07-031-000   |
| <b>Legal Description</b> | L 45 & 46 BLK 2 CORNFORTH HEIGHTS                                  |
| <b>Property Type</b>     | RESIDENTIAL  |
| <b>Tax District</b>      | DENV   |

**Print Summary**

| Property Description         |       |                            |         |
|------------------------------|-------|----------------------------|---------|
| <b>Style:</b>                | 13    | <b>Building Sqr. Foot:</b> | 975     |
| <b>Bedrooms:</b>             | 2     | <b>Baths Full/Half:</b>    | 2/0     |
| <b>Effective Year Built:</b> | 1925  | <b>Basement/Finish:</b>    | 975/875 |
| <b>Lot Size:</b>             | 6,350 | <b>Zoned As:</b>           | U-SU-A  |

**Note:** Valuation zoning may be different from City's new zoning code.

| Current Year |        |                  |                 |     |
|--------------|--------|------------------|-----------------|-----|
|              | Actual | Assessed         | Exempt          |     |
| Land         |        | \$423,400        | \$30,270        | \$0 |
| Improvements |        | \$165,200        | \$11,810        |     |
| <b>Total</b> |        | <b>\$588,600</b> | <b>\$42,080</b> |     |

| Prior Year   |        |                  |                 |     |
|--------------|--------|------------------|-----------------|-----|
|              | Actual | Assessed         | Exempt          |     |
| Land         |        | \$423,400        | \$30,270        | \$0 |
| Improvements |        | \$165,200        | \$11,810        |     |
| <b>Total</b> |        | <b>\$588,600</b> | <b>\$42,080</b> |     |

**Real Estates Property Taxes for current tax year**

Mill Levy \* 72.116 \*

Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

The property tax system is undergoing an upgrade and the most recent tax assessment data is unavailable at this time. Please contact 311 if you need immediate assistance.

**Additional Information**

Note: If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

|                                       |   |   |   |
|---------------------------------------|---|---|---|
| <b>Additional Assessment</b> ⓘ        | N | <b>Prior Year Delinquency</b> ⓘ                   | N |
| <b>Additional Owner(s)</b> ⓘ          | N | <b>Scheduled to be Paid by Mortgage Company</b> ⓘ | N |
| <b>Adjustments</b> ⓘ                  | N | <b>Sewer/Storm Drainage Liens</b> ⓘ               | N |
| <b>Local Improvement Assessment</b> ⓘ | N | <b>Tax Lien Sale</b> ⓘ                            | N |
| <b>Maintenance District</b> ⓘ         | N | <b>Treasurer's Deed</b> ⓘ                         | N |
| <b>Pending Local Improvement</b> ⓘ    | N |   |   |

Real estate property taxes paid for prior tax year: **\$2,783.59**

**Assessed Value for the current tax year**

|                      |             |                              |             |
|----------------------|-------------|------------------------------|-------------|
| <b>Assessed Land</b> | \$30,270.00 | <b>Assessed Improvements</b> | \$11,810.00 |
| <b>Exemption</b>     | \$0.00      | <b>Total Assessed Value</b>  | \$42,080.00 |



Colorado Secretary of State  
 Date and Time: 10/28/2018 05:49 PM  
 ID Number: 20181852492  
 Document number: 20181852492  
 Amount Paid: \$50.00

Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

3133 Raleigh LLC

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address

3971 S. Hudson Way

*(Street number and name)*

Englewood

*(City)*

CO

*(State)*

80113

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province – if applicable)*

Mailing address

(leave blank if same as street address)

*(Street number and name or Post Office Box information)*

*(City)*

*(State)*

*(ZIP/Postal Code)*

*(Province – if applicable)*

*(Country)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Gargotto

*(Last)*

Joseph

*(First)*

*(Middle)*

*(Suffix)*

or

(if an entity)

*(Caution: Do not provide both an individual and an entity name.)*

Street address

3971 S. Hudson Way

*(Street number and name)*

Englewood

*(City)*

CO

*(State)*

80113

*(ZIP Code)*

Mailing address

(leave blank if same as street address)

*(Street number and name or Post Office Box information)*



\_\_\_\_\_  
(City) CO \_\_\_\_\_  
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) Gargotto Joseph \_\_\_\_\_  
(Last) (First) (Middle) (Suffix)

or

(if an entity) \_\_\_\_\_  
(Caution: Do not provide both an individual and an entity name.)

Mailing address 3971 S. Hudson Way  
(Street number and name or Post Office Box information)

Englewood CO 80113  
(City) (State) (ZIP/Postal Code)

CO United States  
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.



**Limited Liability Company Agreement of  
3133 Raleigh LLC,  
a Limited Liability Company**

**THIS OPERATING AGREEMENT** (this "Agreement") of **3133 Raleigh LLC**, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

**I. Formation.**

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for 3133 Raleigh LLC, a Member-managed Colorado limited liability company (the "Company") formed under and pursuant to Colorado law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Colorado law absent such a provision, this Agreement, to the extent permitted under Colorado law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

3971 S. Hudson Way  
Englewood, Colorado 80113

or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Joseph Gargotto. The Agent's registered office is 3971 S. Hudson Way, Englewood, Colorado 80113. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Colorado Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

**II. Purposes and Powers.**

A. Purpose. The Company is created for the following business purpose:

3133 Raleigh LLC will own and control the real estate at 3133 Raleigh St in Denver, CO.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Colorado law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Colorado. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Colorado law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Colorado law.

### III. Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Joseph Gargotto, 33.33%

Charles & Ann Gargotto, 66.66%, as joint tenants

B. Death, Incompetency or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for proportionately by the remaining Members, according to their existing Membership Interest and distributed proportionately among the remaining Members. The Members will make good-faith efforts to agree upon a fair market value for the entity. If they are unable to do so, the Members agree to hire a mutually agreed upon firm or individual to assess the value of the Membership Interest.

The Members will have 30 days to decide if they want to buy the Membership Interest together and disperse it proportionately. 30 day period shall commence upon the receipt of written notice of Member's intent to sell Membership Interest. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split proportionately among those Members wishing to purchase the Membership Interest. If Members agree by majority vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

Following the 30 day period, if no individual Member(s) finalize and execute a purchase agreement by 60 days (for a total of 90 days), the withdrawing Member, or their estate, may



dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

C. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of the majority of existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

D. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.

2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

E. Duties of the Members. The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;

2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
6. Correct any known misunderstanding regarding its separate identity;
7. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
8. Not require any obligations or securities of the Members; and
9. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

F. Fiduciary Duties of the Members.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Colorado.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.
3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.



4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

- i. One or more Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
- ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
- iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

G. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

H. Members as Agents. All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course.

K. Rights and Powers of Members. Any Member shall have all specific rights and powers required for the management of the business of the Company including the right to do the following:

1. Conduct its business, carry on its operations and have and exercise the powers granted by the Act in any state, territory, district or possession of the United States, or in any foreign country which may be necessary or convenient to effect any or all of the purposes for which it is organized;
2. Acquire by purchase, lease or otherwise any asset which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;
3. Operate, maintain, finance, improve, construct, own, grant operations with respect to, sell, convey, assign, mortgage, and lease any asset necessary, convenient or incidental to the accomplishment of the purposes of the Company;
4. Execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the management, maintenance and operation of the business, or in connection with managing the affairs of the Company,

5. Borrow money and issue evidences of indebtedness, and secure the payment of the same by mortgage, pledge or other lien on Company assets, but only to the extent that such indebtedness, in the Member's reasonable judgment, based on the advice of counsel to the Company, would not constitute "acquisition indebtedness" within the meaning of Section 514 of the Code; provided, however, that the Member shall not borrow money or issue any evidence of indebtedness for the purpose of making additional loans or purchasing additional investment securities for and on behalf of the Company;
6. Execute, in furtherance of any or all of the purposes of the Company, any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to convey or encumber any or all of the Company's assets;
7. Prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the assets of the Company and in connection therewith execute any extensions or renewals of encumbrances on any or all of such assets;
8. Care for and distribute funds to the Members by way of cash income, return of capital, or otherwise, all in accordance with the provisions of this Operating Agreement, and perform all matters in furtherance of the objectives of the Company or this Operating Agreement;
9. Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the assets or operations of the Company;
10. Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Company assets and to the Members) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified;
11. Take, or refrain from taking, all actions, not expressly proscribed or limited by this Operating Agreement, as may be necessary or appropriate to accomplish the purposes of the Company;
12. Institute, prosecute, defend, settle, compromise and dismiss lawsuits or other judicial or administrative proceedings brought by or on behalf of, or against, the Company, the Members or Advisory Board members in connection with activities arising out of, connected with, or incidental to this Operating Agreement, and to engage counsel or others in connection therewith;
13. Purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships, limited liability companies, or individuals or



direct or indirect obligations of the United States or of any government, state, territory, government district or municipality or of any instrumentality of any of them; and

14. To make such indemnification as is authorized by this Operating Agreement.

#### **Accounting and Distributions.**

- A. Fiscal Year. The Company's fiscal year shall end on the last day of December.
- B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. Distributions. Distributions shall be issued on an annual basis as requested by the members, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

#### **IV. Tax Treatment Election.**

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation, S-corporation or a Partnership at any time.

#### **V. Amendment or Dissolution.**

- A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds

therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Colorado shall have been canceled in the manner required by Colorado law.

E. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to Colorado Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Colorado and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, either the Member with the longest continuous tenure as a Member of the Company or the Agent shall be responsible for the filing of such notices.

H. Amendment to Operating Agreement. Operating Agreement may be amended by majority vote of the Members.

## **VI. Insurance.**

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Member against any liability asserted against such person and incurred by such Member in any such capacity, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.



## **VII. Settling Disputes.**

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Colorado.

## **VIII. Independent Counsel.**

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

## **IX. General Provisions.**

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

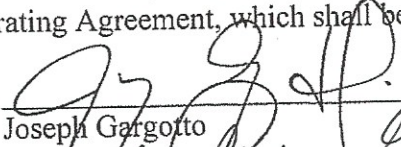
F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Colorado (without regard to conflicts of law principles thereof).

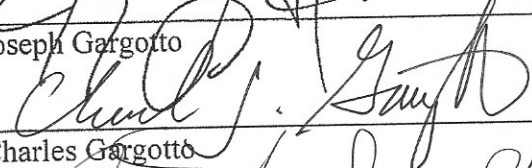
G. Application of Colorado Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Colorado law.

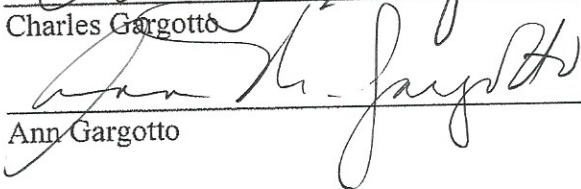
H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Colorado law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of November 2, 2018.

Signature:   
Joseph Gargotto

Signature:   
Charles Gargotto

Signature:   
Ann Gargotto

**3133 Raleigh LLC**  
Joey Gargotto  
Member  
3133 N Raleigh St  
Denver, CO 80212

December 14, 2020

Edson Ibañez  
Associate City Planner  
City and County of Denver  
Via email: edson.ibanez@denvergov.org

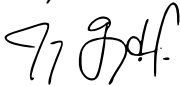
**Individual Authorization to Sign on Behalf of a Corporate Entity**

Edson,

This letter confirms that I am authorized to sign on behalf of 3133 Raleigh LLC. Please let me know if there is anything else you need from me to clarify.

Thank you for your time and attention.

Best,



Joey Gargotto (Joseph Gargotto)  
303.842.5767  
jgargotto@gmail.com

September 14, 2020

**Re: 3133 Raleigh St Rezoning**

To Whom It May Concern:

As requested in the ADU Rezoning Application, I wanted to provide a couple relevant items requested if applicable.

Written Narrative Explaining Project

We are pursuing a re-zoning from U-SU-A to U-SU-A1 to allow for an accessory dwelling unit ("ADU"). The property has been family-owned since 2005 and I have lived here twice: a first time from 2015-16, a second time commencing last summer.

My significant other Sarah and I see this property as a possible long-term solution for us as we love the property, the neighborhood and the community. Sarah's family is located out-of-state and building an ADU will give them a comfortable home-away-from-home. So, building an ADU is an important part of making this property work as a for the long term as we would like.

Outside our personal goals, we believe ADUs are an important part of the solution towards building an equitable, inclusive city. This is particularly true along transit, and we are steps away from a bus stop on 32<sup>nd</sup> Avenue that provides easy access into downtown.

Narrative describing any outreach to City Council office(s), Registered Neighborhood Organizations (RNOs), and surrounding neighbors

I've completed the following:

- Spoken with Councilwoman Amanda Sandoval and members of her staff regarding the re-zoning during her virtual office hours on August 28, 2020.
- Presented to the West Highlands Neighborhood Association Land Use & Planning Committee during the meeting on August 19, 2020. The Committee does not take a position on re-zonings for ADUs. As a disclosure, I am a member of the Committee.
- Spoken with my neighbor to the north, Rick Kerr of 3141 N Raleigh St, and to the south, Janet Richardson of 3125 N Raleigh St. Both neighbors support the re-zoning. I sent letters out describing my goals to the five condo owners to my west.

I appreciate your consideration. It's my hope that this rezoning will contribute towards the West Highlands maintaining its health and vibrancy for the long-term.

Best,

Joey Gargotto  
Manager  
3133 Raleigh St LLC  
303.842.5767 / jgargotto@gmail.com

**Subject:** ADU Email from your neighbor Rick Kerr  
**Date:** Wednesday, September 2, 2020 at 10:18:03 PM Mountain Daylight Time  
**From:** Rick Kerr  
**To:** Joey Gargotto  
**Category:** Raleigh

Good evening Joey,

Hope this email finds you well.

It was good visiting with you and Sarah last Sunday. And as we discussed I am, and will continue to be very supportive of your efforts to rezone your property to allow for an ADU.

Your property's proximity to the RTD transportation corridor of 32nd Avenue, it's proximity to the restaurants and businesses at 32nd and Lowell, as well as being surrounded by other multi-unit properties to your south, west and now north, an ADU would definitely be consistent with the context of the neighborhood.

Please let me know if I can be of any assistance as you go through this rigorous re-zoning process.

Thank you,  
Rick I. Kerr  
3141 N Raleigh Street  
Denver CO 80212  
720 272-6864