

Memorandum of Understanding
Regarding the Rezoning of the Property at
3719 Wolff Street, Denver, Colorado

THIS AGREEMENT Is entered into by and between the West Highland Neighborhood Association (WHNA), a registered neighborhood association in the City and County of Denver, and Variety House, LLC., property owner ("Owner) and Highlands Pool Club LLC, the activity operator, (Operator), and Immediate Neighbors (Neighbors) of that property and activity operator at 3719 Wolff Street. This agreement is the result of a request for mediation by Councilwoman Sandavol in a rezoning application for 3719 Wolf Street from U-SU-C1 (single unit residential) to OS-B (private open space and recreation) to build and operate a private, members only swim club.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Hours of Operation.
 - a. There will be no public activity allowed at the Pool between the hours of 10:00pm, with clean-up until 10:30pm, and opening no earlier than 5:30am.
 - b. Lighting will meet City requirements and be downcast facing. Full lighting will be off in the patio area by 9:00pm Sunday through Thursday and 10:00pm Friday and Saturday.
 - c. Use of the patio and all food or amenity services will end by 9:00pm Sunday through Thursday, and 10:00pm Friday and Saturday. If there are liquor sales, they will end thirty minutes prior to these times.
2. Special Events.
 - a. Special events will be governed by all the terms and expectations outlined in this Agreement.
3. Buffer to residential property.
 - a. Owner will make a good faith effort¹ and take reasonable measures to add sound and visual buffers to the exterior of the property, including solid walls, dense landscaping and trees in the setback area.
 - b. Owner will commit that the fence constructed along the rear property line and on the area facing the lap pool on the north and south sides, constructed with acoustic fence panel with a minimum specified STC rating of 32dB. If the neighbors desire this wall to exceed six feet, they will agree to support a variance to allow an eight-foot fence. If the variance is allowed, Owner will construct the acoustic wall up to the height permitted by the variance.
 - c. Owner and Operator will adhere to all current and future Denver Department of Community Planning and Development requirements and recommendations for ways to mitigate sound impacting neighbors.
4. Noise Management.
 - a. Amplified music will not be allowed on the premises.

¹ "Good faith effort" in this case is defined as "what a reasonable person would determine is a diligent and honest effort under the same set of facts or circumstances."

- b. Signage will be installed reminding patrons to be respectful of their neighbors and keep excess noise to a minimum, both within the premises and as they exit.
 - c. The pool machinery room shall be housed in the basement of the club house and fully insulated to minimize noise.
- 5. Parking and Traffic.
 - a. Owner and/or Operator will meet city requirements when it comes to parking and will make a good faith effort to arrange with area businesses additional parking arrangements.
 - b. Additionally, Owner and/or Operator will make a good faith effort to reach agreements with surrounding businesses for additional parking.
 - c. Bicycle racks will be placed by the entrance to the Pool to encourage bike riding.
- 6. Trash Pickup.
 - a. Dumpsters will be placed in an enclosure located toward the front of the property and serviced regularly by a commercial trash service.
 - b. No emptying of glass bottles or other trash from inside the Pool and into the dumpsters will be allowed between 9:00pm and 8:00am.
 - c. Best efforts will be used to ensure commercial emptying of the dumpsters will be between 8:00am and 5:00pm.
- 7. Liquor License. The Owner will not apply for a liquor license. However, If at some point in the future the Operator applies for a liquor license for the Pool, Operator will abide by all applicable laws and regulations pertaining to the sale and consumption of liquor.
- 8. Complaints.
 - a. A point of contact (phone and email) for the Operator will be provided to all immediate neighbors and WHNA, as a point of contact for any issues and concerns not involving emergency situations. The Operator Contact will respond in no less than two business days and will make a good faith effort to resolve the complaint in as timely a manner as possible.
 - b. If the complaint is not resolved in this manner within one week, the parties will agree to mediation as a way to resolve the complaint. The mediator will be provided by the City of Denver.
 - c. If the complaint is not resolved through mediation, the parties will submit to Med-Arb, where the mediator first serves as a mediator in mediation, and upon failing to reach a resolution will act in the capacity of an arbitrator and determine the outcome.
 - d. All parties agree to abide by the decision of the arbitrator.
- 9. Enforcement.
 - a. This Memorandum of Agreement runs with property.
 - b. Owner will notify West Highlands Neighborhood Association Board, in writing, in no less than thirty days prior to any proposed transfer of ownership of the property.
 - c. Owner will notify any subsequent owner of all the requirements and expectations outlined in this agreement.
 - d. Upon request and if the rezoning is approved, Owner will file this agreement with the Clerk of the City and County of Denver within thirty (30) days of the rezoning approval.

10. Rezoning Request

- a. Owner, Operator, the WHNA Landuse Committee members, and immediate neighbors reached an agreement, the result of this agreement being that the WHNA Landuse Committee and immediate neighbors agree to support or not oppose Owner's rezoning request.

Signed:

Ilan Salzberg

Ilan Salzberg, Property Owner and Applicant

2024-11-27

Date

Eddie Schermerhorn

Eddie Schermerhorn, President of West Highland Neighborhood Association

2024-11-27

Date

Edee Alesi

Edee Alesi, Immediate Neighbor at

2024-11-27

Date

Signature Certificate

Reference number: XGBRJ-NW62Q-IIGGV-CH7MP

Signer

Ilan Salzberg

Email: ilansalzberg@gmail.com

Sent:

Viewed:

Signed:

Timestamp

27 Nov 2024 19:10:29 UTC

27 Nov 2024 19:12:27 UTC

27 Nov 2024 19:12:42 UTC

Signature



Recipient Verification:

✓ Email verified

27 Nov 2024 19:12:27 UTC

IP address: 172.59.228.111

Location: Denver, United States

Document completed by all parties on:

27 Nov 2024 19:12:42 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



Signature Certificate

Reference number: GBPZY-AAVLT-AHZ7N-K4RDT

Signer

Timestamp

Signature

Eddie Schermerhorn

Email: eddie.schermerhorn@gmail.com

Sent:

27 Nov 2024 19:22:49 UTC

Viewed:

27 Nov 2024 20:53:33 UTC

Signed:

27 Nov 2024 20:55:30 UTC

Eddie Schermerhorn

Recipient Verification:

✓ Email verified

27 Nov 2024 20:53:33 UTC

IP address: 72.94.92.216

Location: Wallingford, United States

Edee Anesi

Email: edee@cavalieredenver.com

Sent:

27 Nov 2024 19:22:49 UTC

Viewed:

27 Nov 2024 21:27:09 UTC

Signed:

27 Nov 2024 21:31:22 UTC

Edee Anesi

Recipient Verification:

✓ Email verified

27 Nov 2024 21:27:09 UTC

IP address: 174.51.4.27

Location: Denver, United States

Document completed by all parties on:

27 Nov 2024 21:31:22 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

