

## **Introduction**

To whom it may concern,

My name is Leon Farfel, and I am the owner of 1001 S. Pearl, the property under rezoning consideration in the following application. We are seeking to rezone the existing lot from U-SU-B to a PUD. The PUD will utilize U-SU-B as the base zone district but allow a small list of low intensity commercial uses which will help promote adaptive reuse of the existing church structure. The proposed rezoning will bolster community character by fostering the reuse of a building that's been present in the West Washington Park neighborhood for more than sixty years.

We thank you in advance for your time and consideration.

Sincerely,

Leon Farfel

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## I. Proof of Ownership

### Denver Property Taxation and Assessment System

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1001 S PEARL ST

Owner	Schedule Number	Legal Description	Property Type	Tax District
FARFEL LLC 5300 DTC PKWY STE 450 GREENWOOD VILLAGE, CO 80111-3027	05156-22-029-000	LOTS 44 45 & 46 BLK 18 LINCOLN SUB	SOCIAL/RECREATION W/MIXED USE	DENVER

## **II. Operating Agreement**

**OPERATING AGREEMENT**  
**of**  
**FARFELLLC**

**This Operating Agreement** (the "Agreement"), made and entered into this 15th day of MAY, 2007 (the "Execution Date"),

**BY:**

LEON FARFEL of 5300 DTC Pkw #450 Greenwood Village, CO 80111

(the "Member").

**BACKGROUND:**

A. The Member wishes to be the sole member of a limited liability company.

8. The terms and conditions of this Agreement will govern the Member within the limited liability company.

**IN CONSIDERATION OF** and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

**Formation**

I. By this Agreement, the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the State of Colorado. The rights and obligations of the Member will be as stated in the Colorado Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

**Name**

2. The name of the Company will be FARFEL LLC

**Sole Member**

3. While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires

a certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the sole Member.

**Purpose**

4. The Company is formed for general business practice.

**Term**

5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

**Place of Business**

6. The Principal Office of the Company will be located at 5300 DTC Pkw #450 Greenwood Village, CO 80111 or such other place as the Members may from time to time designate.

**Capital Contributions**

7. The following table shows the Initial Contributions of the Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
LEON FARFEL		\$0

**Allocation of Profits/Losses**

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the sole Member:

LEON FARFEL of 5300 DTC Pkwy #450 Greenwood Village, CO 80111.

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

### **Nature of Interest**

10. A Member's Interest in the Company will be considered personal property.

### **Withdrawal of Contribution**

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

### **Liability for Contribution**

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

### **Additional Contributions**

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

### **Capital Accounts**

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by

any Member will be credited to that Member's individual Capital Account.

### **Interest on Capital**

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

### **Management**

17. Management of this Company is vested in the Members.

### **Authority to Bind Company**

18. Only the following individuals have authority to bind the Company in contract: Leon Farfel.

### **Duty of Loyalty**

19. While a person is a Member of the Company, and for a period of at least one year after that person ceases to be a Member, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member.

### **Duty to Devote Time**

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

### **Member Meetings**

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
22. Regular meetings of the Members will be held annually.

### **Voting**

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

#### **Admission of New Members**

24. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.
25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to affect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

#### **Voluntary Withdrawal of a Member**

26. No Member may voluntarily withdraw from the Company for a period of one month from the execution date of this Agreement. Any such unauthorized withdrawal prior to the expiration of this period will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings. After the expiration of this period, any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least one month prior to withdrawal.
27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

#### **Involuntary Withdrawal of a Member**

29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal



reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

### **Dissociation of a Member**

31. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
32. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
33. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
34. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

35. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

#### **Right of First Purchase**

36. Where the Company consists of two or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

#### **Assignment of Interest**

37. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.
38. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

#### **Valuation of Interest**

39. A Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.
40. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

41. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

### **Dissolution**

42. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
43. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
  - b. in satisfaction of Company debt obligations to current Members; and then
  - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

### **Records**

44. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
  - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
  - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
  - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
  - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

45. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company. at their expense.

#### **Books of Account**

46. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

#### **Banking and Company Funds**

47. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

#### **Audit**

48. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

#### **Tax Treatment**

49. This Company is intended to be treated as a disregarded entity, for the purposes of Federal and State Income Tax.

#### **Annual Report**

50. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including

all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year.
- b. Income statement.
- c. Balance sheet.
- d. Cash flow statement.
- e. A breakdown of the profit and loss attributable to each Member.

### **Goodwill**

51. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

### **Governing Law**

52. The Members submit to the jurisdiction of the courts of the State of Colorado for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

### **Force Majeure**

53. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

### **Forbidden Acts**

54. No Member may do any act in contravention of this Agreement.

55. No Member may pennit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
56. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
57. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
58. No Member may confess a judgment against the Company.
59. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

#### **Indemnification**

60. All Members will be indemnified and held hannless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Members participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

#### **Liability**

61. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

#### **Liability Insurance**

62. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

#### **Life Insurance**

63. The Company will have the right to acquire life insurance on the lives of any or all of the Members. whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

#### **Actions Requiring Unanimous Consent**

64. The following actions will require the unanimous consent of all Members:
- a. Incurring Company liabilities over \$10,000.00.
  - b. Incurring a single transaction expense over \$1,000.00.
  - c. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.
  - d. Releasing any Company claim except for payment in full.

#### **Amendment of this Agreement**

65. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

#### **Title to Company Property**

66. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

#### **Miscellaneous**

67. Time is of the essence in this Agreement.
68. This Agreement may be executed in counterparts.
69. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa.

Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

70. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
71. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
72. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
73. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
74. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

### **Definitions**

75. For the purpose of this Agreement, the following terms are defined as follows:
  - a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
  - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.



- c. "Distributions" means a payment of Company profits to the Members.
- d. "Initial Contribution"<sup>11</sup> means the initial Capital Contributions made by any Member to acquire an interest in the Company.
- e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Colorado where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

**IN WITNESS WHEREOF** the Member has duly **affix ture** unde 'hand and seal on this 15th day of May, 2007.

LEON FARFEL (Member)

## IV. Consistency with Adopted Plans

### Comprehensive Plan 2040

#### Equitable, Affordable, and Inclusive

##### **Goal 1. Ensure all Denver residents have safe, convenient and affordable access to basic services and a variety of amenities (pg. 28)**

- *Strategy C. Improve equitable access to resources that improve quality of life, including cultural and natural amenities, health care, education, parks, recreation, nutritious food and the arts.*

The PUD allows several limited commercial uses including dental/medical office or clinic, art studio, art gallery, professional studio, and personal instruction. Having these uses embedded within a residential neighborhood will improve access to health care, the arts, cultural and wellness facilities. The ability to walk to such amenities increases convenience and provides safe and affordable access to nearby residents.

#### Strong and Authentic Neighborhoods

##### **Goal 1. Create a city of complete neighborhoods (pg. 34)**

- *Strategy A. Build a network of well connected, vibrant, mixed-use centers and corridors.*
- *Strategy B. Ensure neighborhoods offer a mix of housing types and services for a diverse population.*
- *Strategy C. Ensure neighborhoods are safe, accessible and well-connected for all modes.*
- *Strategy D. Encourage quality infill development that is consistent with the surrounding neighborhood and offers opportunities for increased amenities.*

The limited commercial uses in the PUD foster a connected, vibrant, mixed-use center within the West Washington Park neighborhood. Maintaining the existing residence above a small commercial space promotes a diverse mix of housing as the building could be used by an artist or professional wishing to live above their creative space. The PUD promotes adaptive reuse of the existing structure which is consistent with the surrounding neighborhood as the building has been a constant for over sixty years. If the building were to ever be demolished, future infill development would follow the guidelines in the U-SU-B zone district and thus be consistent with zoning and building forms currently found in the neighborhood.

##### **Goal 3. Preserve the authenticity of Denver's neighborhoods and celebrate our history, architecture and culture (pg. 34)**

- *Strategy B. Continue the city's commitment to existing historic districts and landmarks and increase public awareness of the benefits of historic preservation through education and outreach.*
- *Strategy C. Ensure city policies and regulations support historic preservation and eliminate barriers in city processes to help all neighborhoods preserve what matters*

*most.*

- *Strategy D. Expand resources to preserve and enhance neighborhood culture.*
- *Strategy E. Support the stewardship and reuse of existing buildings, including city properties.*

The PUD incentivizes adaptive reuse as the limited list of commercial uses are *only* allowed in the existing structure. If the building is demolished, allowed uses will only be those found under the existing U-SU-B zoning. Promoting and incentivizing adaptive reuse of this structure furthers the city's commitment to neighborhood character, historic preservation, the reuse of existing buildings.

**Goal 4. Ensure every neighborhood is economically strong and dynamic pg. 34)**

- *Strategy A. Grow and support neighborhood-serving businesses.*

The limited commercial uses allowed in the PUD support the growth of neighborhood-serving businesses within a predominantly residential area.

**Economically Diverse and Vibrant**

**Goal 3. Sustain and grow Denver's local neighborhood businesses (pg. 46)**

- *Strategy A. Promote small, locally-owned businesses and restaurants that reflect the unique character of Denver.*

The limited commercial uses allowed in the PUD promote small, locally-owned businesses that reflect the unique character of Denver.

**Environmentally Resilient**

**Goal 7. Improve solid waste diversion and conserve raw materials (pg. 54)**

- *Strategy C. Prioritize the reuse of existing buildings and explore incentives to salvage or reuse materials from demolished structures.*

**Goal 8. Clean our soils, conserve land and grow responsibly (pg. 54)**

- *Strategy B. Encourage mixed-use communities where residents can live, work and play in their own neighborhoods.*

The PUD incentivizes the reuse of the existing building and the limited commercial uses promote a mixed-use community where residents can live and enjoy easy access to amenities within their neighborhood.

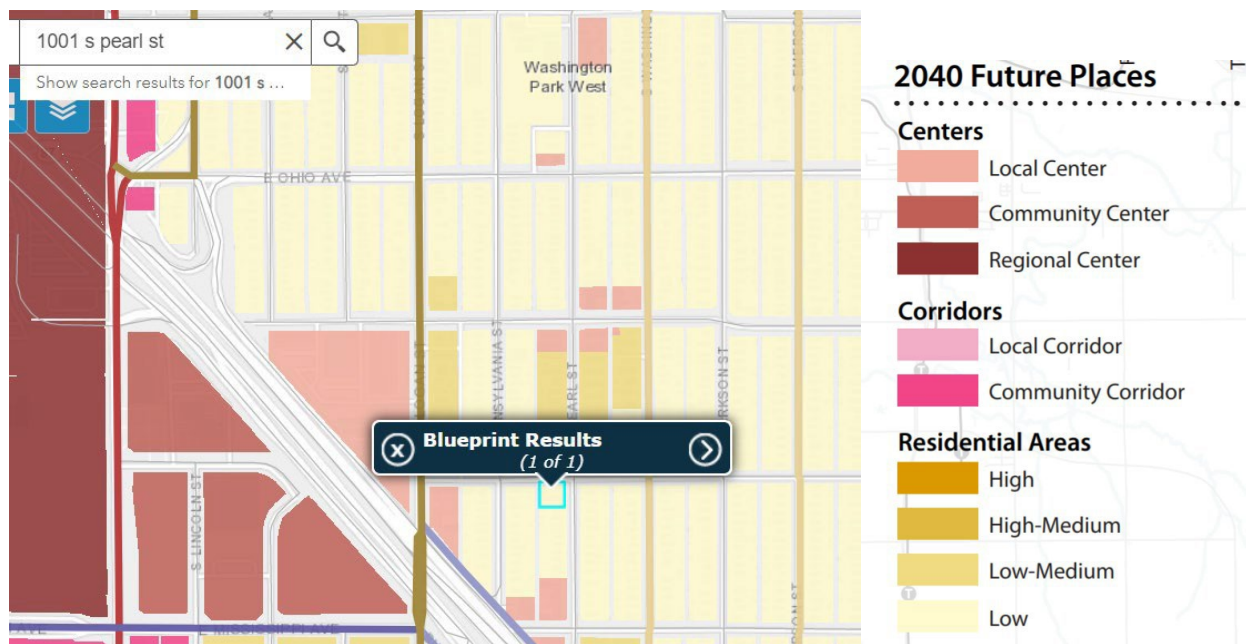
## Blueprint Denver

### Blueprint Denver Future Neighborhood Context



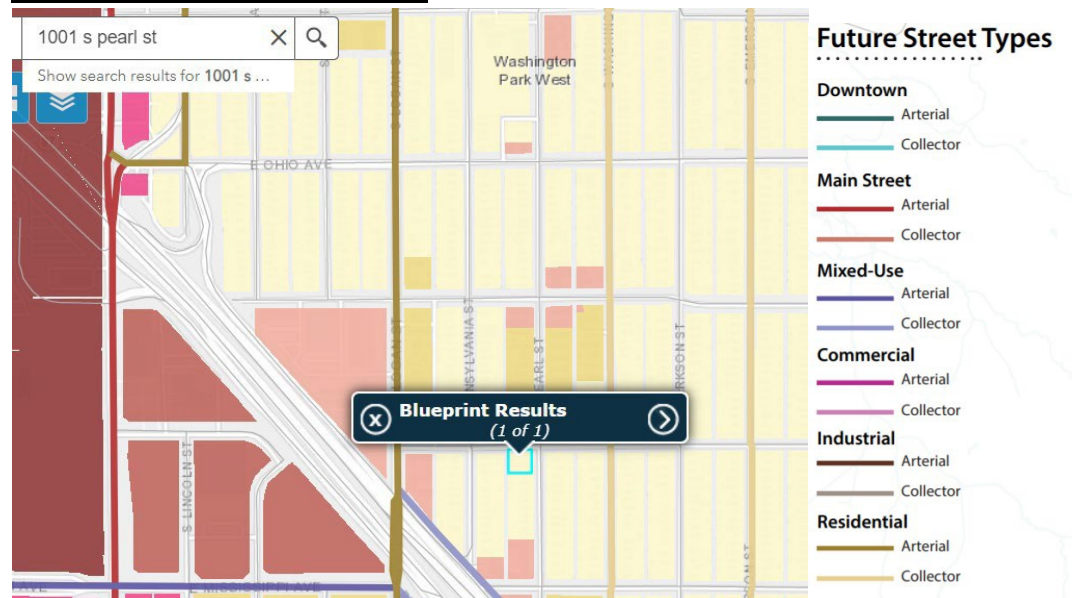
In Blueprint Denver, 1001 S. Pearl is shown on the context map as the Urban neighborhood context. In the Urban neighborhood context, “Small multi-unit residential and mixed-use areas are typically embedded in 1-unit and 2-unit residential areas. Block patterns are generally regular with a mix of alley access. Buildings are lower scale and closer to the street” (Pg. 136). The proposed PUD would promote a mix of uses within the existing residential neighborhood, but also allow for lower scale, single-unit development, thus making it *consistent* with the Urban neighborhood context in Blueprint Denver.

## Blueprint Denver Future Places



The Future Places map shows 1001 S. Pearl as part of the Residential Low place type. Blueprint Denver describes the characteristics of the Residential Low place type as “Predominantly one- and two-unit, though many areas are mostly one-unit. Includes Accessory Dwelling Units. In some contexts, some higher-intensity residential uses may be mixed throughout. Neighborhood-serving retail may be found in some key locations. Buildings are predominantly low-scale houses and duplexes. Setbacks and lot coverage vary across neighborhood contexts” (pg. 148). The proposed PUD would allow for neighborhood serving commercial along Pearl Street, a key thoroughfare (an old trolley line) where retail/commercial already exist to the north and south of the subject property. The PUD promotes adaptive reuse of the existing structure which is just over 25’ in height. The building is lower in scale and compatible with the existing neighborhood context. If the structure were ever demolished, future infill development would be single-unit and follow guidelines set out in the current U-SU-B zone district. For these reasons, the rezoning request is *consistent* with Blueprint Denver’s Residential Low place type.

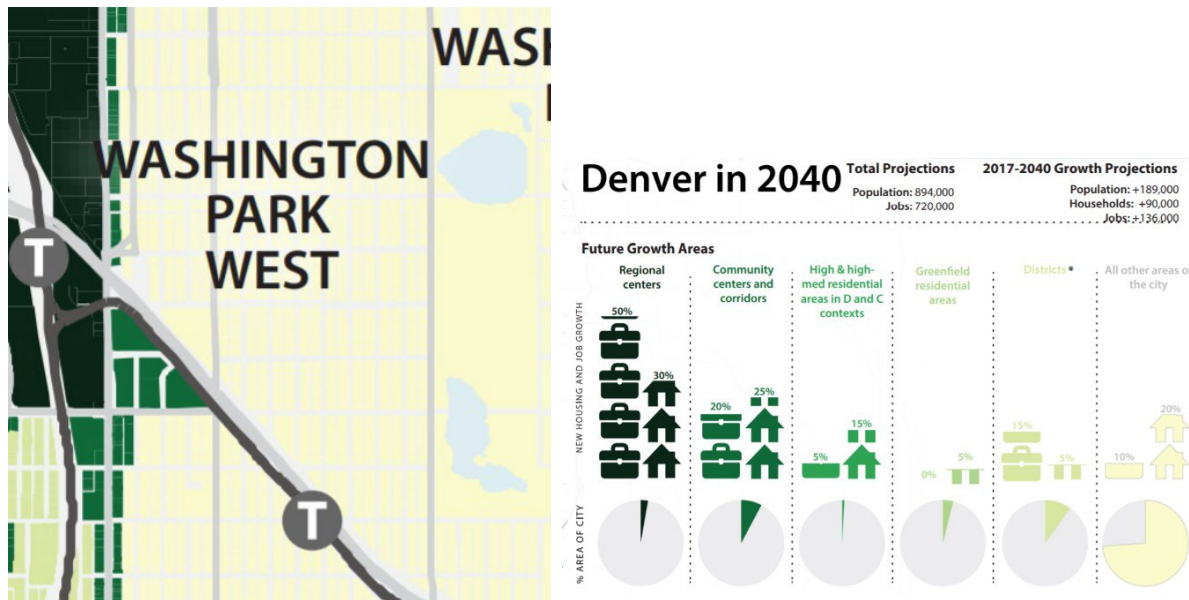
## Blueprint Denver Street Types



Blueprint Denver classifies 1001 S. Pearl as local or undesignated street, which “typically vary in their land uses and are found in all neighborhood contexts. They are most often characterized by residential uses. Local streets provide the lowest degree of through travel by the highest degree of property access” (pg. 161). The proposed PUD seeks to preserve the existing structure or would allow single-unit, low scale residential. Local street types lend themselves toward residential and/or low intensity commercial uses such as those proposed in the PUD. The rezoning request is *consistent* with Blueprint Denver as it only allows low intensity commercial or residential uses and seeks to promote adaptive reuse of the existing structure which is consistent with neighborhood character.



## Blueprint Denver Growth Strategy



1001 S. Pearl is categorized under Blueprint Denver’s Residential Low place type. Residential Low properties fall under “all over areas of the city” on the growth strategy map. These areas are anticipated to see 20% of new housing and 10% of the new jobs by 2040. The proposed PUD would allow for limited intensity commercial uses which would contribute additional jobs to Denver’s economy. The PUD would also allow for single-unit, low intensity residential growth, aligning with the growth map which says these areas are designed to “take a smaller amount of growth intended to strengthen the existing character of our neighborhoods” (pg. 49). The rezoning request is *consistent* with the Blueprint Denver’s Future Growth Strategy as it allows for limited housing and job growth that will respect and strengthen the character of the existing neighborhood.

### Additional Blueprint Denver Guidance

***Implement zoning code revisions to facilitate compatible redevelopment of institutional sites within neighborhoods.*** (pg. 75)

*Institutional uses, such as schools and places of worship, are typically embedded in residential areas and provide key services to surrounding residents. This also may include areas of privately-owned open space. When these uses leave a neighborhood, it leaves a site that previously housed a non-residential use in the middle of a residential neighborhood. These sites have the potential to provide additional neighborhood services and/or more diverse housing options without displacing existing residents.*

- *Revise the zoning code to ensure compatible redevelopment of institutional sites (including private open space) embedded in low and low-medium residential areas.*
- *Consider changes to the zoning code that would allow greater land use flexibility for these types of sites that vacate, such as appropriately scaled higher-density housing or limited neighborhood services. This approach could require adaptive reuse of existing structures in exchange for greater land use flexibility or requirements for providing*

*community improvements such as affordable housing, open space or community-serving spaces.*

- *Until a citywide approach is implemented, individual rezonings of these sites may be an opportunity for more intense residential uses or limited neighborhood services to be provided if done in a way that minimizes impacts to surrounding character.*

This section of Blueprint Denver strongly supports the purpose of the proposed PUD and the rezoning request. The PUD promotes adaptive reuse of the existing structure (which used to be a place of worship) in exchange for greater land use flexibility through the additional commercial uses. The limited list of commercial uses was created through extensive conversations with nearby residents and the West Washington Park Neighborhood Association (WWPNA) in an effort to minimize impacts to the surrounding neighborhood and strengthen it by offering accessible services.

***Promote creative industries, maker spaces, artists and small businesses as vital components of Denver's innovation economy. (pg. 92)***

- *Creative industries, maker spaces and the craft economy provide a range of jobs and robust opportunities for economic development and placemaking. It is vital to ensure Denver encourages and promotes these uses throughout the city.*
- *Develop programs and identify potential incentives to maintain existing spaces, reduce rent costs and other business costs and help create new spaces for hand crafted manufacturing, maker spaces, artists and other small, locally-owned businesses, especially in areas that score high for Vulnerability to Displacement.*

The proposed PUD promotes creative industries, marker spaces, artists, and small businesses by allowing for adaptive reuse and the opportunity for an individual to live above their creative space. The limited, low intensity commercial uses are attractive for artists or professional tenants who can transform the existing building and have reduced rent costs by living above their creative space.

***Ensure an active and pedestrian friendly environment that provides a true mixed-use character in centers and corridors. (pg. 103)***

- *Pedestrian-friendly places rely on vibrant streets with active street-level uses. The zoning code added street level active use requirements to most mixed-use zone districts in 2015. Those requirements prohibit a limited set of uses, such as parking and mini-storage, for a portion of the street level frontage. For some corridors and centers, stronger requirements for truly "active" uses may be desirable.*
- *Require strong street-level active use standards for local centers and corridors. This may include a prohibition on residential units for a portion of the street level building. Given the intent of these small-scale places to provide services embedded in the neighborhood, it is important for them to provide more than residential uses.*
- *Study and implement stronger street-level active use requirements for community and regional centers and community corridors. Tools could include regulations on floor-to-*



*floor heights for the first story to facilitate conversion to commercial uses and reconsideration of appropriate street-level uses.*

The West Washington Park neighborhood is a highly walkable, residential area with small businesses and restaurants embedded throughout. The proposed PUD would maintain that current small-scale context, while activating and providing benefit to the surrounding community through neighborhood serving amenities. The rezoning request and incentive for adaptive reuse will help preserve and maintain the human-scale culture of West Washington Park.

***Incentivize the preservation of structures and features that contribute to the established character of an area, even if they are not designated as landmarks or historic districts. (pg. 104)***

- *The preservation and reuse of existing buildings enhances neighborhood character and encourages smarter, more efficient use of building materials. Although landmark designation is the most effective tool for preserving historic areas and structures, there are other tools to incentivize the preservation and reuse of existing structures throughout the city.*
- *Create new regulations to encourage the reuse of existing buildings. This could include requirements to salvage or reuse building materials after a structure is demolished or allowing flexibility in uses or density when an existing structure is reused and maintained.*

The proposed PUD aligns closely with the recommendations in this section of Blueprint Denver. The preservation and reuse of this building will enhance neighborhood character. A limited list of low-intensity, neighborhood serving commercial uses will bolster the strong mixed-use fabric of the West Washington Park neighborhood. The PUD serves as a mechanism to allow flexibility through additional uses if and only if the current structure is maintained.

***Encourage mode-shift — more trips by walking and rolling, biking and transit — through efficient land use and infrastructure improvements. (pg. 108)***

- *Denver streets are built out — in most areas of the city there is no room to build or widen streets, but the number of trips taken is increasing. Denver's streets can accommodate more trips by providing more efficient travel modes that move more people, especially transit. Additionally, providing space for services and amenities near the areas where people live reduces the distance needed to travel to access basic services*
- *Increase the number of services and amenities that are available by walking, rolling and biking by integrating more local centers and corridors into residential areas, especially for areas that score low in Access to Opportunity.*

The commercial, neighborhood serving uses in the proposed PUD would increase the number of services and amenities that are accessible by walking, rolling and biking given their location within a predominantly residential neighborhood. Having commercial uses embedded within the

West Washington Parker community will further reduce the distance needed to travel for those wishing to access basic services.

## **West Washington Park Neighborhood Plan**

***The Neighborhood's Vision for the Future – The future vision for West Washington Park Neighborhood (WWPN) is to preserve and enhance the following positive qualities that make the neighborhood a unique place to live and work. Those qualities are to:***

- *The diversity of people (ages, economic mix, lifestyle choices).*
- *The historic building and diversity of residential architectural styles.*
- *The land use mix at a human scale and urban character of the neighborhood.*
- *The “small town environment” with people on the streets, enjoying a sense of safety, recreation opportunities, public facilities, shops and jobs, all within walking distance.*
- *The high level of energy, interaction, cooperation, and enthusiasm, among residents and business people, which has fostered pride and a feeling of community in the neighborhood. (Pg. 1)*

Many of the qualities laid out in the West Washington Park Neighborhood Plan are well represented in the proposed PUD. The PUD seeks to preserve the existing building that has a unique architectural style. Allowed commercial uses will help bolster the “small town environment” by embedding low intensity amenities in a residential community. This will foster greater interaction/cooperation between neighbors and business owners, something which we’ve already begun through our extensive conversations with WWPNA.

***RLU-4 – Maintain and improve existing residential uses and all historic and architecturally significant structures. New infill housing should be compatible with historic buildings and character (pg. 18).***

The proposed PUD incentivizes the preservation of the existing historic and architecturally significant structure at 1001 S. Pearl. If the existing building were to be demolished, new infill housing would follow the guidelines under the U-SU-B zone district and maintain compatibility with the surrounding neighborhood.

***ED-1 – Preserve and improve existing commercial areas. Encourage redevelopment and marginal commercial areas into mixed-use projects and provide for employment opportunities and local services (Pg. 60).***

The proposed PUD seeks to encourage reinvestment and adaptive reuse in a commercial structure that is no longer serving as a place of worship. Having a residence above a small commercial space lends itself well to a mixed-use project that can offer employment and service opportunities.

## **V. 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.*

The proposed rezoning of 1001 S. Pearl will result in regulations and restrictions that are uniform. The PUD will utilize the existing zoning, U-SU-B, as the base district, and allow a limited number of low intensity commercial uses. The rezoning incentivizes the adaptive reuse of the existing structure and memorializes the current height, transparency, form and setbacks found on the property. If the building were ever demolished, the PUD would only allow the uses found under U-SU-B and any infill development would be consistent with the surrounding neighborhood's Urban neighborhood context and Residential Low place type.

## **VI. Public Health, Safety and General Welfare**

*The proposed official map amendment furthers the public health, safety and general welfare of the city.*

The proposed rezoning is consistent with and supported by Denver's Comprehensive Plan, Blueprint Denver, and the West Washington Park Neighborhood Plan. The proposed PUD furthers the goals and guidelines outlined in these plans. Through significant community outreach, the rezoning would allow a limited number of low-intensity commercial uses within the predominantly residential neighborhood. These commercial uses are geared heavily toward health care and the arts, uses that would serve the public health, safety and general welfare of the neighborhood given their accessibility to surrounding residential properties.

## **VII. Justifying Circumstances**

*Justifying circumstance: 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:*

- a. Changed or changing conditions in a particular area, or in the city generally; or,*
- b. A city adopted plan; or*
- c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.*

The proposed rezoning is in the public interest due to generally changing conditions within the city and those particularly surrounding properties once used for institutional/religious uses. 1001 S. Pearl was built as a church in 1960 and operated as such until shortly before the property was sold to the current owner, Leon Farfel, in February 2020. The two congregations that previously owned the church sited decrease demand for religious services as part of the reason for the sale. This is a growing trend and a changing condition that Blueprint Denver explicitly calls out (pg. 75). Blueprint notes the role of individual rezonings for institutional properties such as this one until a citywide policy is adopted. The PUD specifically considers community feedback regarding the adaptive reuse of this commercial structure so it better aligns and maintains neighborhood character.

## **VIII. Consistency with Neighborhood Context**

### ***Article 5- Urban Neighborhood Context***

*D. Single Unit B (U-SU-B) U-SU-B is a single unit district allowing urban houses with a minimum zone lot area of 4,500 square feet. Blocks typically have a pattern of 37.5-foot-wide lots.*

#### ***5.2.2.1 General Purpose***

*A. The intent of the Residential districts is to promote and protect residential neighborhoods within the character of the Urban Neighborhood Context. These regulations allow for some multi-unit districts, but not to such an extent as to detract from the overall image and character of the residential neighborhood.*

*B. The building form standards, design standards, and uses work together to promote desirable residential areas. The standards of the single unit districts accommodate the pattern of one to two and a half story urban house forms where the narrow part of the building orients to the street and access is from alley loaded garages. Lot sizes are consistent within an area and lot coverage is typically medium to high accommodating a consistent front and side yard. There are single unit districts that allow detached accessory dwelling units in the rear yard, maintaining the single unit character at the street. The standards of the two unit and row house districts promote existing and future patterns of lower scale multi-unit building forms that address the street in the same manner as an urban house building form.*

The proposed rezoning is consistent with the Urban Neighborhood context. The PUD incentivizes the preservation of the existing structure and allows several low-intensity commercial uses which benefit the surrounding residential area. The current building height of 25' is in line with nearby residential structures and if the building were to be demolished, new infill development would follow the guidelines established in the U-SU-B zone district which is found throughout the neighborhood.

## **IX. Additional Review Criteria for the Proposed PUD**

### **The PUD District is consistent with general purpose and intent outlined in the Denver Zoning Code section 9.1.1.6.**

Section 9.6.1.1(A) states the purpose of “Planned Unit Development zone district (“PUD District”) is to provide an alternative to conventional land use regulations, combining use, density, site plan and building form considerations into a single process.” The proposed PUD is consistent with general purpose and intent statement (A) as it streamlines elements of the U-SU-B and U-MS-2x zone districts into one concise document that encompasses use, density, site plan and building form considerations. Furthermore, the PUD provides “more flexible zoning than what is achievable through a standard zone district” and “is desirable and multiple variances, waivers, and conditions can be avoided.” This PUD provides greater flexibility than a standard zone district by allowing a limited list of neighborhood serving commercial uses and it serves as an alternative to a long list of waivers as noted by Community Planning & Development staff in our pre-application discussions.

Section 9.6.1.1(B) outlines some of the “unique and extraordinary circumstances” used to justify a PUD District. Unique and extraordinary circumstance 2 states a PUD District is “necessary to protect and preserve the character of a Historic Structure.” The current church structure located at 1001 S. Pearl St. has been a staple in the West Washington Park Neighborhood since 1960. The PUD and limited list of neighborhood serving commercial uses within it promote the adaptive reuse and preservation of the existing church. The PUD is structured so the allowed commercial uses and the value they bring, both to the owner and the neighborhood, would not be allowed if the church were to be torn down. This customized zoning approach is not achievable with a standard zone district.

Additionally, Section 9.6.1.1(B) states the “unique and extraordinary” circumstances “include, but *are not limited to*...” As noted in Blueprint Denver (pg. 75), institutional uses such as churches have the “potential to provide additional neighborhood services and/or more diverse housing options without displacing existing residents.” 1001 S. Pearl St represents a unique example of a longtime institutional use that has left a predominantly residential neighborhood. Blueprint Denver goes on to state, “Until a citywide approach is implemented, individual rezonings of these sites may be an opportunity for more intense residential uses or limited neighborhood services to be provided if done in a way that minimizes impacts to surrounding character.” The negotiated list of uses within the PUD provides flexibility for lower intensity neighborhood services and diverse housing options through a potential live/work scenario with the residential unit located above the a limited studio area in the existing church space. Most importantly, the PUD seeks to minimize impacts to surrounding character by promoting low intensity commercial uses within the existing church structure.

Section 9.6.1.1(C) states “A PUD District is not intended as either a vehicle to develop a site inconsistent with the applicable neighborhood context and character, or solely as a vehicle to enhance a proposed development’s economic feasibility.” On the contrary, the PUD was carefully crafted with neighborhood context and character in mind. It seeks to preserve and

promote the adaptive reuse of the 1960 church and provide the surrounding area with low intensity commercial uses intended to serve the surrounding neighborhood.

In exchange for flexibility within the PUD, future development within the PUD District will provide, as outlined in 9.6.1.1(D), “significant public benefit not achievable through application of a standard zone district, including by not limited to diversification in the use of land; innovation in development; more efficient use of land and energy; exemplary pedestrian connections, amenities, and considerations; and development patterns compatible in character and design with nearby areas and with the goals and objectives of the Comprehensive Plan.” The proposed PUD promotes diversification in land use by embedding neighborhood serving commercial uses with a predominantly residential area. Uses such as a medical/dental office, clinic, art or fitness studio will be strong amenities that are easily accessible through preexisting pedestrian connections via an established sidewalk network. While the PUD allows several low intensity commercial uses, it also limits more intense commercial which may be detrimental to the public benefit as noted in discussions with adjacent neighbors and the West Washington Park Neighborhood Association. The public benefit of this PUD is twofold – adding compatible commercial uses which promote a more walkable neighborhood while limiting those averse to the character of the area. Achieving both of those goals while promoting the adaptive reuse of the existing structure is not achievable through the application of a standard zone district.

**The PUD District and the PUD District Plan comply with all applicable standards and criteria stated in Division 9.6.**

The rezoning and accompanying PUD District Plan comply with all such criteria, as confirmed by City staff who drafted the PUD District Plan. The rezoning specifies permitted and accessory uses, and contains detail around the allowed building form i.e., the existing church structure and subsequently the allowed forms under the current U-SU-B zoning if the building were ever demolished. Most applicable standards for the PUD were selected from U-SU-B as the base zone district and supplemented with a limited list of low intensity commercial uses from U-MS-2x zone district.

**The development proposed on the subject property is not feasible under any other Zone Districts and would require an unreasonable number of variances or waivers and conditions.**

Based on numerous conversations with Community Planning and Development (CPD), we believe the proposed development on the subject property is not feasible under any other zone district and would require an unreasonable number of variances or waivers and conditions. Our team communicated with CPD regarding the possibility of pursuing waivers and conditions to allow for several low-intensity commercial uses in addition to the uses that are currently allowed under the existing U-SU-B zoning. Our case manager Libby Kaiser communicated that request to CPD staff and informed us on March 11, 2021, that staff believed the additional commercial uses may require an unreasonable amount of waivers and conditions and the PUD was the most appropriate tool for the rezoning.

While we initially contemplated pursuing a straight zone district such as U-MS-2 or U-MS-2x, we believe those zone districts would allow for numerous, higher intensity uses which are not compatible with the existing single-family neighborhood. By pursuing this PUD, we can keep the existing U-SU-B zone district and add a limited number of low-intensity commercial uses which will be significantly more compatible with surrounding residential community.

Furthermore, if we were to rezone to a U-MS- zone district and the existing structure were to be demolished, we could build under the Shopfront building form which is also less compatible with the existing single-family neighborhood.

The PUD, as recommended by staff, captures the zoning complexity waivers and conditions does not while guiding development towards uses and building forms that are more compatible with the existing neighborhood.

**The PUD District, the PUD District Plan establish permitted uses that are compatible with existing land uses adjacent to the subject property.**

With the PUD, we are proposing to add a limited number of uses beyond those that are currently allowed in the U-SU-B zone district. More specifically, we are proposing to add the following uses:

- Dental/Medical Office or Clinic
- Office, All Others
- Arts, Recreation and Entertainment, Indoor

Additionally, we have proposed eliminating certain allowable uses within the Arts, Recreation and Entertainment category to be sensitive to the surrounding single-family neighborhood.

We have had extensive conversations with the West Wash Park community and have engaged in an ongoing dialogue with nearby neighbors including those directly across from the site. It is through these conversations that we've narrowed down the proposed list of permitted uses to ensure they're compatible with existing land uses adjacent to the site.

In addition to these land uses being compatible with existing land uses adjacent to the site, we believe the adaptive reuse of the building and future users of the property will serve as a benefit to the neighborhood. An end user such as dental/medical office or art gallery would provide important services within the neighborhood and promote walkability.

**The PUD District, the PUD District Plan establish permitted building forms that are compatible with adjacent existing building forms, or which are made compatible through appropriate transitions at the boundaries of the PUD District Plan (through decreases in building height, through significant distance or separate by rights-of-way, landscaping or similar features, or through innovative building design).**

As previously mentioned, the proposed PUD seeks to allow low-intensity commercial uses within a predominantly residential neighborhood. The purpose of allowing low-intensity commercial uses is to promote the adaptive reuse of the existing structure which was built in the early 1960's. Unfortunately, demand for institutional and religious uses has diminished

greatly, thus the decision made by the Christian Assembly and the Front Range Bible Church to sell to existing owner in early 2020. By fostering adaptive reuse, we can keep the existing build and form that has been present in the West Washington Park neighborhood for over 60 years and activate it with a new user. Keeping the building maintains compatibility with adjacent building forms as the current structure is what the neighborhood has come to expect on the corner of Tennessee and Pearl Street.

While the intent of the PUD is to foster adaptive reuse of the existing structure, the underlying zoning of U-SU-B used as a basis for this PUD ensures that any redevelopment will be compatible with adjacent building forms. If the existing structure were to be demolished, which is again not the intent, new structures built on the property would have to be constructed under the Urban House building form. This form is consistent with predominant building forms found in the surrounding residential neighborhood. If we had opted to rezone to U-MS-2 or 2x or used that district as the basis for the PUD, then we could have built under the Shopfront building form if the existing structure were ever to be demolished. This form is less compatible with the surrounding land uses and building forms.

The proposed PUD maintains maximum building form compatibility as the structure will remain through adaptive reuse or new structures will mirror building found in the surrounding residential neighborhood.



## **X. Community Outreach Documentation**

In an effort to garner feedback for the proposed rezoning request, we've spent a considerable amount of time communicating with the West Washington Park Neighborhood Association (WWPNA), adjacent neighbors and Councilman Clark. Below is a general outline of our outreach and engagement efforts, but please note that conversations are ongoing. Ultimately, it's our goal and hope to earn the support of WWPNA for this rezoning application prior to going before Planning Board and Denver City Council.

### Outreach Timeline

February 11, 2020 – Tanner Fanello (applicant's commercial real estate broker) reached out requesting intro meeting with new owner, Leon Farfel, and the West Washington Park Neighborhood Association (WWPNA).

March 2, 2020 – Tanner Fanello follows up on meeting request.

April 7, 2020 – Tanner Fanello follows up on meeting request.

May 2020 – Tanner Fanello speaks on the phone with Gertie Grant, a member of the WWPNA Zoning Committee.

June 2, 2020 – Tanner Fanello follows on meeting request.

July 8, 2020 – Tanner Fanello and Leon Farfel meet with Cori Keeton Pope (neighbor adjacent to 1001 S. Pearl) who was asked to engage with applicant on behalf of WWPNA. Discussion focused on what uses adjacent neighbors would and would not like to see on the property.

October 8, 2020 – Tanner Fanello, Leon Farfel and Peter Wall meet with Councilman Clark in-person to discuss 1001 S. Pearl rezoning and the pursuit of a PUD to promote adaptive reuse of the building and limit allowable commercial uses.

October 23, 2020 – Peter Wall (applicant representative) meets with Cori Keeton Pope and Kelly Ballenger (neighbors adjacent to 1001 S. Pearl) in person. Discussion focused on concern regarding certain commercial uses and have the use list be open ended under the U-MS or U-MS-2x zone district. Peter Wall raised the possibility of pursuing a PUD with a narrowed down use list that would reflect potential users of the property based on interest.

December 21, 2020 – Follow-up zoom conversation re: 1001 S. Pearl PUD and narrowed down list of uses with Cori Keeton Pope, Kelly Ballenger, Gertie Grant (WWPNA), Sarah McCarthy (WWPNA) Tanner Fanello, Libby Kaiser (CPD), Maggie Thompson (Councilman Clark's office) and Peter Wall. Discussions focused on a narrowed down list of uses in the U-MS-2x zone district that adjacent neighbors and WWPNA could live with in a PUD. There was additional discussion around further eliminating some of the allowed uses in the Arts, Recreation and Entertainment use.

February 25, 2021 – Follow-up zoom conversation re: 1001 S. Pearl PUD and further narrowed down list of uses with Cori Keeton Pope, Kelly Ballenger, Gertie Grant, Sarah McCarthy, Mark Harris and Libby Kaiser. Discussion focused on narrowed down list of uses within Arts, Recreation and Entertainment zone district. Peter Wall also discussed interest from a homeless service provider to lease or purchase the space and operate under the existing U-SU-B zone district. West Wash Park representatives expressed significant concerns regarding that use.

February 27, 2021 – Phone call with Peter Wall and Cori Keeton Pope regarding proposed commercial uses in PUD vs. allowable uses under existing U-SU-B zoning.

March 30, 2021 – Peter Wall and Tanner Fanello attend the WWPNA Zoning Committee via zoom and present to residents/members on the concept of pursuing a PUD rezoning with a narrowed down list of commercial uses. Neighborhood around 1001 S. Pearl was flyered prior to the meeting. Approximately 20 residents in attendance. Although some community members wanted the use to remain a church, comments were generally supportive for a PUD and narrowed down use list.

January 7, 2022 – Peter Wall provides WWPNA residents with draft copy of the PUD for their review.

March 29, 2022 – Peter Wall presents PUD rezoning to WWPNA Zoning Committee via zoom. Approximately 25 residents in attendance. Attendees generally in support of the rezoning, but no formal action taken by WWPNA as the RNOF is moving away from taking positions on rezoning applications.

## **XI. Letter of Authorization**

November 16<sup>th</sup>, 2021

To whom it may concern:

I, Leon Farfel, hereby authorize Peter Wall to act as the Property Owner(s) Representative and point of contact for all correspondences for the purposes of the Zone Map Amendment Application.

Sincerely,

A handwritten signature in black ink that reads "Leon Farfel". The signature is written in a cursive style with a large, stylized 'L' and 'F'.

Leon Farfel

Property Owner