



Zone Map Amendment (Rezoning) - Application

| | | | |
|---|--|--|--|
| PROPERTY OWNER INFORMATION* | | PROPERTY OWNER(S) REPRESENTATIVE** | |
| <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION | | <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION | |
| <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT*** | | <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT*** | |
| Property Owner Name | | Representative Name | |
| Address | | Address | |
| City, State, Zip | | City, State, Zip | |
| Telephone | | Telephone | |
| Email | | Email | |
| *All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4. | | **Property owner shall provide a written letter authorizing the representative to act on his/her behalf. ***If contact for fee payment is other than above, please provide contact name and contact information on an attachment. | |
| SUBJECT PROPERTY INFORMATION | | | |
| Location (address): | | | |
| Assessor's Parcel Numbers: | | | |
| Area in Acres or Square Feet: | | | |
| Current Zone District(s): | | | |
| PROPOSAL | | | |
| Proposed Zone District: | | | |
| PRE-APPLICATION INFORMATION | | | |
| In addition to the required pre-application meeting with Planning Services, did you have a concept or a pre-application meeting with Development Services? | | <input type="checkbox"/> Yes - State the contact name & meeting date _____ <input type="checkbox"/> No - Describe why not (in outreach attachment, see bottom of p. 3) | |
| Did you contact the City Council District Office regarding this application ? | | <input type="checkbox"/> Yes - if yes, state date and method _____ <input type="checkbox"/> No - if no, describe why not (in outreach attachment, see bottom of p. 3) | |

| REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION) | |
|--|--|
| <p>General Review Criteria DZC Sec. 12.4.10.7.A</p> <p>Check box to affirm and include sections in the review criteria narrative attachment</p> | <p><input type="checkbox"/> 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.</p> <p>Please provide a review criteria narrative attachment describing how the requested zone district is consistent with the policies and recommendations found in each of the adopted plans below. Each plan should have its' own subsection.</p> <p>1. Denver Comprehensive Plan 2040</p> <p>In this section of the attachment, describe how the proposed map amendment is consistent with <i>Denver Comprehensive Plan 2040's</i> a) equity goals, b) climate goals, and c) any other applicable goals/strategies.</p> <p>2. Blueprint Denver</p> <p>In this section of the attachment, describe how the proposed map amendment is consistent with: a) the neighborhood context, b) the future place type, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in <i>Blueprint Denver</i>.</p> <p>3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):</p> <hr/> |
| <p>General Review Criteria: DZC Sec. 12.4.10.7. B & C</p> <p>Check boxes to the right to affirm and include a section in the review criteria for Public Health, Safety and General Welfare narrative attachment.</p> | <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</p> <p>In the review criteria narrative attachment, please provide an additional section describing how the requested rezoning furthers the public health, safety and general welfare of the City.</p> |
| <p>Review Criteria for Non-Legislative Rezoning: DZC Sec. 12.4.10.8</p> <p>For Justifying Circumstances, check box and include a section in the review criteria narrative attachment.</p> <p>For Neighborhood Context, Purpose and Intent, check box and include a section in the review criteria narrative attachment.</p> | <p>Justifying Circumstances - One of the following circumstances exists:</p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error;</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact;</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints of development created by the natural characteristics of the land, including, but not limited to , steep slopes, floodplain, unstable soils, and inadequate drainage;</p> <p><input type="checkbox"/> 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:</p> <p style="padding-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or,</p> <p style="padding-left: 20px;">b. A City adopted plan; or</p> <p style="padding-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (overlay Zone Districts) of this Code.</p> <p>In the review criteria narrative attachment, please provide an additional section describing the selected justifying circumstance. If the changing conditions circumstance is selected, describe changes since the site was last zoned. Contact your pre-application case manager if you have questions.</p> <p><input type="checkbox"/> 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.</p> <p>In the review criteria narrative attachment, please provide a separate section describing how the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.</p> |

REQUIRED ATTACHMENTS

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

- Legal Description of subject property(s). **Submit as a separate Microsoft Word document.** View guidelines at: <https://www.denvergov.org/content/denvergov/en/transportation-infrastructure/programs-services/right-of-way-survey/guidelines-for-land-descriptions.html>
- Proof of ownership document 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.
- Review Criteria Narratives. See page 2 for details.

ADDITIONAL ATTACHMENTS (IF APPLICABLE)

Additional information may be needed and/or required. Please check boxes below identifying additional attachments provided with this application.

- Written narrative explaining reason for the request** (optional)
- Outreach documentation attachment(s).** Please describe any community outreach to City Council district office(s), Registered Neighborhood Organizations (RNOs) and surrounding neighbors. If outreach was via email- please include email chain. If the outreach was conducted by telephone or meeting, please include contact date(s), names and a description of feedback received. If you have not reached out to the City Council district office, please explain why not. (optional - encouraged)
- Letters of Support.** If surrounding neighbors or community members have provided letters in support of the rezoning request, please include them with the application as an attachment (optional).
- 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 a corporate entity such as an LLC as the owner, this document is required.)
- Other Attachments.** Please describe below.



REZONING GUIDE

| PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION | | | | | | |
|--|--|--|---|----------|--|---|
| <p>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.</p> | | | | | | |
| Property Owner Name(s) (please type or print legibly) | Property Address City, State, Zip Phone 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: (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? (YES/NO) |
| EXAMPLE John Alan Smith and Josie Q. Smith | 123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov | 100% | <i>John Alan Smith</i> <i>Josie Q. Smith</i> | 01/12/20 | (A) | YES |
| Nathanael Caldwell | 3515 Wyandot st Denver CO 80211 | 50% | Nathanael Caldwell <small>Digitally signed by Nathanael Caldwell Date: 2023.11.10 14:54:02 -07'00'</small> | 11/10/23 | B | YES |
| Matthew Brunkow | 5460 S Krameria St Greenwood Village, CO 80111 | 50% | | 11/10/23 | B | YES |
| | | | | | | YES |
| | | | | | | YES |

4438 W 10th Avenue Rezoning Review Criteria (DRAFT)

INTRO

I am writing to submit a proposal for the rezoning of my property at 4438 W 10th Avenue in Denver, CO 80216, from the current zoning E-TU-C to E-RH-2.5 with the aim of transforming it into a better middle housing option for the neighborhood, characterized by equity, inclusivity, accessibility, affordability, and sustainability. As a responsible and community-oriented property owner, I am eager to align my plans with the Denver Comprehensive 2040's, Blueprint Denver and West Area Plan's goals and objectives in order to benefit the community.

1. Denver Comprehensive Plan 2040

In this section of the attachment, describe HOW the proposed map amendment is consistent with Denver Comprehensive Plan 2040's a) equity goals b) climate goals c) any other applicable goals/strategies.

First and foremost, the proposed rezoning aligns seamlessly with the equity goals, climate goals and other strategies of the Denver Comprehensive Plan 2040.

- a) **Equity Goals:** The proposed map amendment aligns with Denver Comprehensive Plan 2040's equity goals by promoting inclusivity and equal access to resources to create strong and authentic neighborhoods. The rezoning will provide opportunities for middle housing development, ensuring that diverse income groups have access to housing within the city. Additionally, the proposed amendment supports the creation of mixed-use developments, providing a range of amenities and services within walking distance, benefiting all residents and reducing disparities in access to essential services. Which aligns with Strong and Authentic Neighborhoods Goal 1, Strategy D – Encourage quality infill development that is consistent with the surrounding neighborhoods and offers opportunities for increased amenities (p. 34).
- b) **Climate Goals:** The proposed map amendment aligns with Denver Comprehensive Plan 2040's climate goals by promoting sustainable development practices and closeness to great parks and open spaces for an outdoor lifestyle. In connection with Environmentally Resilient Goal 8, Strategy A- Promote infill development where infrastructure and services are already in place (p.54). The rezoning will encourage compact and walkable neighborhoods, reducing the need for long commutes and promoting alternative modes of transportation. The amendment also supports the development of green spaces and encourages energy-efficient building practices. By integrating these climate conscious principles, the proposed map amendment contributes to the city's efforts to mitigate climate change and promote environmental sustainability.
- c) **Other Applicable Goals/Strategies:** The proposed map amendment supports additional goals and strategies outlined in Denver Comprehensive Plan 2040, such as promoting economic development and enhancing community engagement. The rezoning will foster more residents of all ages, incomes and needs to be closer to job opportunities and local businesses which contribute to the city's economic growth embracing goal 4.2 growing a

strong and diverse economy. Additionally, the amendment encourages community involvement throughout the planning process by writing letters to neighborhoods and organizations and holding meetings to ensure that residents' voices are heard and their needs addressed supporting goal 2.6 empowering Denverites to be involved and collaborative in city government.

2. Blueprint Denver

In this section of the attachment, describe how the proposed map amendment is consistent with a) the neighborhood context b) the future place type c) the growth strategy d) adjacent street types e) plan policies and strategies f) equity concepts contained in Blueprint Denver.

Here is how the proposed amendment to rezone is consistent with Blueprint Denver's neighborhood context, future place type, growth strategy, adjacent street types, plan policies, and equity concepts.

- a) **Neighborhood Context:** The proposed map amendment takes into account the unique characteristics and needs of the neighborhood. Rezoning this property supports the urban edge. As stated on page 136 of Blueprint Denver, an Urban Edge is "Small multi-unit residential and commercial areas are typically embedded in 1-unit and 2-unit residential areas." as well as page 205, "The urban edge context areas are predominantly residential and tend to act as a transition between urban and suburban areas. Homes in this context are typically low-scale single- and two-unit residential with some small scale multi-unit residential."
- b) **Future Place Type:** The rezoning proposal aligns with the future place type low-medium residential. Quoted from page 216 low-medium residential is a "Mix of low- to mid-scale multi-unit residential options. Small-scale multi-unit buildings are interspersed between single- and two-unit residential...Buildings are generally 3 stories or less in height." Rezoning to E-RH-2.5 is exactly that. Urban Edge - Multi Unit - 2.5 stories maximum height. It takes into consideration the long-term vision for the neighborhood and supports the desired development patterns, densities, and mix of uses outlined in the plan.
- c) **Growth Strategy:** The property is located within "all other areas of the city" growth area. Anticipating 20% house growth and 10% employment growth by 2040. The graph that displays this information can be found on page 51. Rezoning creates a more compact and connected neighborhood, reduces urban sprawl and supports sustainable growth patterns.
- d) **Adjacent Street Types:** The proposed map amendment considers the adjacent street types and ensures that the proposed zoning is compatible with the residential streets and residential land use and built form. W 10th Avenue is a Residential Collector Street Type. As listed on page 160 Residential Street Types are "Primarily residential uses, but may also include schools, civic uses, parks, small retail nodes and other similar uses."

And N Utica Street is local/undesigned meaning “Local streets can vary in their land uses and are found in all neighborhood contexts. They are most often characterized by residential uses.” sourced from page 161. Because 4438 W 10th is within close proximity to schools and parks, rezoning to E-RH-2.5 offers more residential housing with access to those schools, parks and small retail nodes. It takes into account the street connectivity ensuring that the rezoning will promote a safe and accessible neighborhood network.

- e) Plan Policies and Strategies: It encourages infill development promoting efficient land use and reducing the demand for sprawling infrastructure while providing more affordable housing. Policy 9 on page 78 highlights “Promote coordinated development on large infill sites to ensure new development integrates with its surroundings and provides appropriate community benefits.” following strategy C. “Implement regulatory tools to set clear and predictable requirements for large redevelopments to provide benefits to the community such as affordable housing.” Which we will follow, providing the community with middle housing options benefiting a wide array of its residents. Here is also a housing policy and strategy that strongly reinforces rezoning the property to E-RH-2.5 is Policy 2 from page 82, “Diversify housing options by exploring opportunities to integrate missing middle housing into low and low-medium residential areas. The “missing middle” refers to housing types that fall between high-density and single-unit houses, including duplexes, fourplexes, row homes, townhomes and cottage housing. Missing middle is not just the type of housing— it captures units that are attainable to middle-income households who still struggle to afford housing in Denver.” Utilizing strategy A “Zoning code revisions should be informed by an inclusive community input process and could include: Allowing 2- to 4-unit structures, tandem houses, and/or smaller minimum lot sizes in locations where slightly higher density may be appropriate. This might include lots on corners, near transit, and/or adjacent to centers or corridors. This allowance should advance goals for affordability, such as including a requirement to provide affordability in exchange for increased density.”
- f) Equity Concepts: In order to create a more equitable Denver the proposed rezoning improves equity for all 3 equity concepts from Blueprint Denver.
 - 1) Access to opportunities - the property has an average score of 3.55 out of 5. The map amendment would increase the score by creating more units of affordable housing giving all residents better access to quality of life amenities, health and quality education. The property is located within walking distance from public transportation, schools, parks and more. The importance of access to opportunity can be found on page 32, “The proximity of an amenity (including quality jobs, schools, parks, health care services and healthy food), the affordability of that amenity, and the safety and ease of access to that amenity are important elements of access to opportunity. Equitable access to opportunity strengthens our collective prosperity and improves outcomes for all.”

- 2) Vulnerability to displacement - The property has an average score of 3 out of 3 meaning it is most vulnerable. Rezoning will mitigate displacement by providing a middle housing option. Policies and strategies from 1.3.2 Reducing Vulnerability to Displacement include:

Growth Strategy – Section 2.3.5 on page 172 Promotes on-site affordable housing near high-capacity transit corridors and centers.

Housing Options/Design & Preservation – Section 2.3.6 on page 182 Promotes expansion of ADUs throughout all residential areas and reduce barriers to construction. **Also identifies opportunities to construct missing middle housing beyond ADUs that include on-site affordable housing**, and looks at ways to promote natural affordability by preserving older homes. *f*

Housing Affordability – Section 2.4.2 on page 208 Promotes preserving existing and expanding new affordable housing that can support different types of households. *f*

- 3) Housing and jobs diversity - The property has an average score of 2 out of 5.
- a) Rezoning will bring the development of affordable housing units, ensuring that residents of all income levels can afford to live in the neighborhood. Additionally, the amendment promotes mix-income communities, fostering social and economic diversity. One policy and strategy in this plan that will help expand housing and jobs diversity is Housing Options/Design & Preservation – Section 2.3.6 on page 182 “Promotes expansion of ADUs and missing middle housing in targeted geographic locations.”
 - b) Within the Villa Park Neighborhood there were not enough jobs for an analysis. The Villa Park Neighborhood is closely surrounded by mainly retail and manufacturing jobs. With Growth Strategy – Section 2.3.5 on page 172 “Promotes on-site affordable housing near high-capacity transit corridors and centers.” Rezoning provides more affordable housing located near jobs in surrounding neighborhoods. The property is located near high-capacity transit such as bus stations.

West Area Plan

One main goal of the West Area Plan is to have a mix of housing options that appeal to all types of residents at varying stages of life at all income levels by 2040. Affordable housing is rapidly decreasing in West Area neighborhoods as Denver’s population growth continues and gentrification rises. Our goal of rezoning 4438 W 10th Avenue to E-RH-2.5 is to give those residents of varying stages of life, needs and income levels a middle housing option that is currently limited and decreasing. Here is how the rezoning proposal aligns with the goals, strategies and recommendations of the West Area Plan in regards for quality of life, mobility,

land use and built form, and economic and housing.

- a) **Goals:** The proposed rezoning supports the goals of the West Area Plan, such as offering affordable and accessible housing by better utilizing land use, encouraging walking and use of other public transportation to increase mobility, fostering use of open spaces to enrich quality of life, and creating a sense of community with their involvement of the redevelopment process. By rezoning to E-RH-2.5, the plan encourages the creation of mixed-use developments that provide a range of housing options, commercial spaces, and recreational facilities to meet the needs and desires of Villa Park residents.
- b) **Strategies:** The proposed rezoning aligns with the strategies outlined in the West Area Plan. It promotes infill development and redevelopment, utilizing vacant or underutilized land to meet the demand for housing and amenities in a sustainable manner. Rezoning to E-RH-2.5 enhances the Villa Park neighborhood, by reducing urban sprawl and giving more residents the opportunity to live closer to where they work, learn and play with more economical housing.
- c) **Recommendations:** The proposed rezoning incorporates the recommendations of West Area Plan, ensuring that it supports the desired land patterns, densities, and design guidelines for the area. Rezoning to E-RH-2.5 takes into account the specific recommendations for expanding a middle housing option that is limited and decreasing by providing multi unit housing on a single property that is a corner lot near schools, parks, transportation and more.

Justifying Circumstances:

Since the City has adopted a new plan for Villa Park and several other neighborhoods in the area know as the West Area Plan. The E-RH-2.5 is more in line with the current direction the City wishes to take the 10th street corridor and Villa Park.

Prime examples that highlight the need and residents desire for a rezoning to E-RH-2.5 are the following Taken from the West Area Plan:

“Residents...expressed the desire for new construction and additions to be built in styles similar to existing homes in the area. In addition, community members expressed a need for housing to incorporate universal, accessible design principles to ensure that all homes promote equal opportunity for use by individuals, whether or not they have a disability.” – p. 183

"Residents expressed a desire to see diverse housing options permitted in their neighborhood, and would like to see these housing options provided in targeted locations (i.e., near parks and schools) in a manner that respects existing neighborhood contexts. – p. 184

In order to fill the residents' needs of equal opportunity and diverse middle housing in targeted locations near parks such as Lakewood/Dry Gulch Park and schools like Cowell Elementary School, Lake Middle School, North High School. The property in question is very close to a school, park and public transportation.

L5.A - Expand "missing middle" housing in targeted locations. The following should be considered: – Allow low-medium "missing middle" housing (e.g., duplex, fourplex) on corner lots and/ or near transit, parks/open spaces, gulches, and schools. Greater allowances should be considered when one or more units provide long-term affordability. – Encourage family-friendly housing with larger units, more bedrooms, and family-supportive amenities (see Blueprint Denver Policy LU-H 07 and West Plan Policy"E5"). – p. 184

L7 - Neighborhood-Compatible and Accessible Housing: Work with neighborhoods within low and low medium residential areas composed primarily of single-unit, duplex, and row house structures to ensure that zoning tools help new construction fit into the neighborhood and meet the needs of all residents. – p. 187

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.

- a) Neighborhood Context: The proposed map amendment takes into account the unique characteristics and needs of the neighborhood. Rezoning this property supports the Neighborhood context by providing middle level family homes at a reasonable price point keeping kids within walking distance to parks and schools and easy access to public transportation. The context areas are predominantly residential and tend to act as a transition between urban and suburban areas.
- b) "This Code is enacted to implement Denver's Comprehensive Plan and guide orderly development of the City that preserves and promotes the public health, safety, prosperity, and welfare of its inhabitants." by rezoning to E-RH-2.5 will promote further development that is in line with the area and the needs of the neighborhood.
- c) The purpose of a Zone Lot is to provide a boundary for a defined area of land to which this Code's regulations for both land uses and structures apply. We are asking that the Zoning be changed to an alternate Zoning of E-RH-2.5 so as to keep order and structure within the context of the Denver Zoning Code.

CONCLUSION

By considering the goals, strategies, and recommendations of the Comprehensive Plan 2040, Blueprint Denver and West Area Plan, the proposed rezoning to E-RH-2.5 is the optimal choice to provide better use of its land in a targeted location for a community need that was not

anticipated at the time of adoption of the City's Plan. Rezoning ensures that the Villa Park Neighborhood continues to thrive and evolve in alignment with its unique characteristics and vision.

Community outreach and response.

After attending several neighborhood meetings On Nov 8th I presented the Zoning request and development plans to the Villa Park Association. WE had allotted time on the agenda for me to talk about the project and its potential benefits for the community. Their response was inquisitive and positive and I received verbal affirmation and best wishes from them to move forward with the proposal.

On September 29th We scheduled and held a meeting with councilwoman Jamie Torres and have followed her advice as we move forward with this plan.

Villa Park Neighborhood Association

RNO Number: 197

P.O Box 140239

Edgewater, CO 80214

Contact: Jaime Aguilar

Phone1: 3039953502

Phone2: 7209379426

Email: villaparkdenver@gmail.com vpna_2000@yahoo.com

<https://www.villaparkdenver.org/about-us>

Subject: Notification of Rezoning Application for 4438 W 10th Avenue, Denver, CO 80216

Dear Members of the Villa Park Neighborhood Association,

I am writing to formally notify the Villa Park Neighborhood Association that I intend to begin the process of rezoning the property at 4438 W 10th Avenue, Denver, CO 80216. The proposed rezone seeks to change the current zoning district from E-TU-C to E-RH-2.5. The E-RH-2.5 zone district aligns harmoniously with the West Area Plan, Blueprint Denver, and Comprehensive Plan 2040. This rezone aims to ensure that the area's development adheres to the vision and guidelines set forth in these comprehensive planning documents.

By implementing this rezone, the area will benefit from Low-Medium Residential zoning, which is crucial in addressing the shortage of missing middle housing. The Urban Edge residential context, which encourages small-scale multi-unit development, perfectly complements the proposed rezone request, especially considering the property's location on the main arterial, 10th Avenue. This alignment with the zoning change will enhance the potential for diverse and well-integrated housing options in the neighborhood.

I am immensely grateful for the diligent efforts undertaken by the Villa Park Neighborhood Association to enhance the well-being of all residents and tackle issues related to community deterioration. As a conscientious property owner and dedicated member of the community, I recognize the significance of actively collaborating with the association during this pivotal phase of my property's development. By working together, we can contribute to the continued improvement and prosperity of our beloved neighborhood.

Thank you for taking the time to review my request. If you have any inquiries or need additional details, feel free to reach out to me without hesitation. I am enthusiastic about making meaningful contributions to the Villa Park Neighborhood and eagerly anticipate the opportunity to create positive impacts within the community.

Best Regards,

Nathan Caldwell
417-593-6536

Council District 3

RNO Number: 1003

Contact: Jamie Torres

Email: District3@denvergov.org

Website: <https://www.denvergov.org/content/denvergov/en/denver-city-council.html>

<https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Denver-City-Council/Meet-the-Council-Members/Jamie-Torres-Council-District-3>

Subject: Notification of Rezoning Application for 4438 W 10th Avenue, Denver, CO 80216

Dear Jamie Torres and Council District 3,

I am writing to formally notify the Council of District 3 that I intend to begin the process of rezoning the property at 4438 W 10th Avenue, Denver, CO 80216. The proposed rezone seeks to change the current zoning district from E-TU-C to E-RH-2.5. The E-RH-2.5 zone district aligns harmoniously with the West Area Plan, Blueprint Denver, and Comprehensive Plan 2040. This rezone aims to ensure that the area's development adheres to the vision and guidelines set forth in these comprehensive planning documents.

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Best Regards,

Nathan Caldwell
417-593-6536

Legal Description for 4438 w 10th Ave Denver Co 80204

L 19 & 20 BLK 1 BURGESS MAPLE GROVE



Nathan Caldwell <talktotoy@gmail.com>

On the Agenda for Nov 8th.

4 messages

Nathan Caldwell <nathan@campsiinternational.org>
To: villaparkdenver@gmail.com, vpna_2000@yahoo.com, jtomasfoto@gmail.com

Tue, Oct 31, 2023 at 8:06 PM

Dear Jaime Aguilar and Members of the Villa Park Neighborhood Association,

I am writing to formally notify the Villa Park Neighborhood Association that I intend to begin the process of rezoning the property at 4438 W 10th Avenue, Denver, CO 80216. The proposed rezone seeks to change the current zoning district from E-TU-C to E-RH-2.5. The E-RH-2.5 zone district aligns harmoniously with the West Area Plan, Blueprint Denver, and Comprehensive Plan 2040. This rezone aims to ensure that the area's development adheres to the vision and guidelines set forth in these comprehensive planning documents.

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Explanation of E-RH-2.5

Denver zoning code summary

Two Unit C (E-TU-C) E-TU-C allows up to two units on a minimum zone lot area of 5,500 square feet. Allowed building forms are the urban house, detached accessory dwelling unit, duplex and tandem house building forms. L.

Row House 2.5 (E-RH-2.5) E-RH-2.5 is a multi unit district and allows suburban house, urban house, detached accessory dwelling unit, duplex, tandem house and row house building forms up to two and a half stories in height.

M. Multi Unit 2.5 (E-MU-2.5) E-MU-2.5 is a multi unit district and allows urban house, detached accessory dwelling unit, duplex, tandem house, row house, garden court, town house and apartment building forms up to two and a half stories in height depending on building form.

Think town homes side by side (not apartments) 4 to 6 units. With real dirt ownership for each home. With the hight there will probably be a rooftop deck and some yard space. parking and multiple bedrooms for the units. 2/3. These will be much more affordable then what current zoning allows. Also, we would like to have at least one wheelchair accessible unit with a bedroom on the ground floor.

Nathan Caldwell
Camp Duffel Director - Camps International
Kids aren't kids forever, that's why we do camps | CampDuffel.com

Nathan Caldwell <nathan@campsiinternational.org>
To: villaparkdenver@gmail.com, vpna_2000@yahoo.com, jtomasfoto@gmail.com

Mon, Nov 6, 2023 at 6:58 PM

Hey Just wanted to confirm we are good for this Wednesday's meeting to be on the agenda!

Thanks
[Quoted text hidden]

Jaime Tomás Aguilar <jtomasfoto@gmail.com>
To: Nathan Caldwell <nathan@campsiinternational.org>
Cc: villaparkdenver@gmail.com, vpna_2000@yahoo.com

Mon, Nov 6, 2023 at 7:11 PM

Yes, we are good to go. Thanks.

Jaime
[Quoted text hidden]

Nathan Caldwell <nathan@campsiinternational.org>
To: Jaime Tomás Aguilar <jtomasfoto@gmail.com>
Cc: villaparkdenver@gmail.com, vpna_2000@yahoo.com

Tue, Nov 7, 2023 at 10:37 AM

Awesome! See you Wednesday!
[Quoted text hidden]

Operating Agreement
of
MBNC LLC

Adopted January 26th, 2021

Limited Liability Company Operating Agreement for
MBNC LLC

This limited liability company operation agreement (“the Agreement”) is made and entered into as of the 26th day of January, 2021 by and among:

Matthew Brunkow: █ % owner
Nathanael Caldwell: █ % owner

and each individual or business entity as shall be subsequently admitted to the Company. These individuals and/or business entities shall be known as and referred to as “Members” and individually as a “Member.” WHEREAS, the parties have formed a Limited Liability Company named above through their initial **registered agent Matthew Brunkow** pursuant to the laws of the State of Colorado. NOW, in consideration of the conditions and mutual covenants contained herein, and for good and valuable consideration, the parties agree upon the following terms and conditions:

Article I: Company Formation

1. The members hereby form and organize the company as a Limited Liability Company subject to the provisions of the Limited Liability Company Act in effect as of this date. Articles of Organization shall be filed with the Colorado Secretary of State.
2. The members agree to execute this Operating Agreement and hereby acknowledge for good and valuable consideration receipt thereof. It is the intention of the members that this Operating Agreement shall be the sole source of agreement of the parties.

The invalidity of any provision of this Operating Agreement shall not affect the subsequent validity of any other provisions of this Operating Agreement.

3. Name. The name of the company shall be **MBNC LLC**. The business of the company shall be conducted under that name or such trade or fictitious names as the members may determine.
4. Date of Formation. This Operating Agreement shall become effective upon its filing with and acceptance by the appropriate state agency.
5. Registered Agent and Office. The company’s initial registered agent and registered office shall be 5460 S Krameria St., Greenwood Village CO 80111. Managing members may change the registered agent or registered office at any time, by filing the necessary documents with the appropriate state agency. Should managing members fail to act in this regard, any member may file such notice of change in registered agent or registered office.
6. Term. The company shall continue for a period of thirty (30) years from the date of formation unless:

- a. The term is extended by amendment of the Operating Agreement. Members shall have the right to continue the business of the Company and may exercise that right by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of the event described below.
- b. The company is dissolved by a majority vote of the membership.
- c. The death, resignation, expulsion, retirement, bankruptcy, incapacity or any other event that terminates the continued membership of a Member of the Company.
- d. Any event which makes it unlawful for the business of the Company to be carried on by the Members.
- e. Any other event causing the dissolution of a Limited Liability Company under the laws of the State of Colorado.

Article II: Business Purpose

It is the purpose of the Company to engage in Real Estate Acquisition and Development. The foregoing purposes and activities will be interpreted as examples only and not as limitations, and nothing therein shall be deemed as prohibiting the Company from extending its activities to any related or otherwise permissible lawful business purpose which may become necessary, profitable or desirable for the furtherance of the company objectives expressed above.

Article III: Capital Contributions

- 1. Initial Contributions. Each Member shall contribute to the Company capital prior to or simultaneously with, the execution of this Agreement. Each Member shall have made initial capital contributions in the following amounts:

| Name of Member | Value of Capital Contribution |
|-----------------------|--------------------------------------|
| Matthew Brunkow | ██████████ |
| Nathanael Caldwell | ██████████ |

- 2. Interest shall accrue on initial capital contributions at the rate of 0.00%.
- 3. Additional Capital Contributions. If management decides that additional capital contributions are necessary for operating expenses or to meet other obligations, notice must be sent to each Member setting forth each Member's share of the total contribution. Such notice must be in writing and delivered to the Member at least ten (10) business days prior to the date the contribution is due. Any such additional capital contribution is strictly voluntary and any such commitment is to be considered a loan of capital by the Member to the Company. Such additional capital contribution does not in any way increase percentage of membership interest.

4. Third Party Beneficiaries. Nothing in the foregoing sections is intended to benefit any creditor or third party to whom obligations are owed without the expressed written consent of the Company or any of its Members.
5. Capital Accounts. A capital account shall be established by the Company for each Member. The capital account shall consist of:
 - a. The amount of the Member's Capital Contributions to the Company including the fair market value of any property so contributed to the Company or distributed by the Company to the Member.
 - b. Member's share of net profits or net losses and of any separate allocations of income, gain (including unrealized gain), loss or deduction. The maintenance of capital accounts shall at all times be in accordance with the requirements of state law.
6. Additional Provisions:
 - a. Capital accounts shall be non-interest bearing.
 - b. Until the dissolution of the company, no Member may receive Company property in return for Capital contributions.
 - c. The liability of any member for the losses or obligations incurred by the Company shall be limited to: Payment of capital contributions when due, pro rata share of undistributed Company assets and only to the extent required by law, any previous distributions to that Member from the Company.

Article IV: Profits, Losses, Allocations and Distributions

1. Allocations. Net profits, losses, gains, deductions and credits from operations and financing shall be distributed among the Members in proportion to their respective interest and at such time as shall be determined by the Members.
2. Distributions. Management may make distributions annually or more frequently if there is excess cash on hand after providing for appropriate expenses and liabilities. Such interim distributions are allocated to each Member according to percentage of membership interest.

Article V: Management

1. Managing Members. The names and addresses of Managing Members are:

| Name | Address |
|--------------------|----------------|
| Matthew Brunkow | [REDACTED] |
| Nathanael Caldwell | [REDACTED] |

2. Managing Members shall make decisions regarding the usual affairs of the Company. A majority vote of the membership shall name as many managers as the Membership deem necessary. **Matthew Brunkow shall be the Managing Member.**
3. Number of Managers. The membership may elect more than one, but not fewer than one, managers.
4. Term of Office. The term of office is not contractual but continues until:
 - a. A fixed term of office, as designated by the membership, expires.
 - b. The manager is removed with or without cause, by a majority vote of the membership.
 - c. The dissociation of such manager.
5. Authority of Managers. Only managing members and authorized agents shall have the power to bind the Company. Each managing member is authorized on the Company's behalf to:
 - a. Purchase, or otherwise acquire, sell, develop, pledge, convey, exchange, lease or otherwise dispose of Company assets wherever located.
 - b. Initiate, prosecute and defend any proceeding on behalf of the Company.
 - c. Incur and secure liabilities and obligations on behalf of the Company.
 - d. Lend, invest or re-invest company assets as security for repayment. Money may be lent to members, employees and agents of the Company.
 - e. Appoint officers and agents, and hire employees. It is also the province of management to define duties and establish levels of compensation. Management compensation will be determined by majority Membership vote.
 - f. Execute and deliver all contracts, conveyances, assignments, leases, subleases, franchise and licensing agreements, promissory notes, loans, security agreements or any other kind relating to Company business.
 - g. Establish pensions, trusts, life insurance, incentive plans or any variation thereof, for the benefit of any or all current or former employees, members and agents of the Company.
 - h. Make charitable donations in the Company's name.
 - i. Seek advice from members not part of elected management, although, such advice need not be heeded.
 - j. Supply, upon the request of any Member, information about the Company or any of its activities including but not limited to, access to company

records for the purpose of inspecting and copying company books, records and materials in the possession of management. The Requesting Member shall be responsible for any expenses incurred in the exercise of these rights set forth in this document.

6. Standard of Care and Exculpation. Any member of management must refrain from engaging in grossly negligent, reckless or intentional misconduct. Any act or omission of a member of management that results in loss or damage to the company or Member, if done in good faith, shall not make the manager liable to the Members.
7. Indemnification. The Company shall indemnify its Members, Managers, employees and agents as follows:
 - a. Every Manager, agent, or employee of the Company shall be indemnified by the Company against all expenses and liabilities, including counsel fees reasonably incurred by him in connection with any proceeding to which he may become involved, by reason of his being or having been a Member of the Company or having served at the request of the Company as a Manager, employee, or agent of the Company or any settlement thereof, whether or not he is a manager, employee or agent at the time such expenses are incurred, except in such cases wherein the Manager, agent or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Managers approve such settlement and reimbursement as being for the best interests of the Company.
 - b. The Company shall provide to any person who is or was a Member, Manager, employee, or agent of the Company or is or was serving at the request of the Company as Manager, employee, or agent of the Company, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law.

Article VI: Tax and Accounting Matters

1. Bank Accounts. Management shall establish bank accounts, deposit company funds in those accounts and make disbursements from those accounts.
2. Accounting Method. The cash method of accounting shall be the accounting method used to keep records of receipts and disbursements.
3. TMP. A Tax Matter Partner shall be designated by the management of the company as designated by the IRS Code.
4. Years. The fiscal and tax years of the Company shall be chosen by management.
5. Accountant. An independent accountant shall be selected by management.

Article VII: Member Dissociation

1. Upon the first occurrence of any of the following events, a person shall cease to be a member of the Company:
 - a. The bankruptcy of the member.
 - b. The death or court-ordered adjudication of incapacity of the member.
 - c. The withdrawal of a member with the consent of a majority vote of the remaining membership.
 - d. The dissolution and winding up of the non-corporate business member including the termination of a trust.
 - e. The filing of a Certificate of Dissolution by the corporate member.
 - f. The complete liquidation of an estate's interest in the LLC.
 - g. The expulsion of the member with the majority consent of the remaining membership.
 - h. The expiration of the term specified in Article I, section 6.
2. Option to Purchase Interest. In the event of dissociation of a Member, the Company shall have the right to purchase the former Member's interest at current fair market value.

Article VIII: Disposition of Membership Interests

1. Prohibitions.
 - a. No membership interest, be it a sale, assignment, exchange, transfer, mortgage, pledge or grant, shall be disposed of if the disposition would result in the dissolution of the Company without full compliance with all appropriate state and federal laws.
 - b. No member may in any way alienate all or part of his membership interest in the Company be it through assignment, conveyance, encumbrance or sale, without the prior written consent of the majority of the remaining members. Such consent may be given, withheld or delayed as the remaining members see fit.
3. Permissions. A Member may assign his membership interest in the Company subject to the provisions in this article. The assignment of membership interest does not in itself entitle the assignee to participate in the management of the Company nor is the assignee entitled to become a member of the Company. The assignee is not a substitute member but only an assignee of membership interest and as such, is entitled to receive the income and distributions the assigning member would have otherwise received.

4. Substitute Membership. Only upon the unanimous consent of the remaining members may an assignee of membership interest become a substitute member and be entitled to all rights associated with the assignor. Upon such admission, the substitute member is subject to all restrictions and liabilities of a Member.

Article IX: Meetings

1. VOTING. All members shall have the right to vote on all of the following:
 - a. The dissolution of the Company.
 - b. The merger of the Company.
 - c. Any transaction involving any potential conflict of interest.
 - d. An amendment to the Articles of Organization or to the Operating Agreement.
 - e. The transfer or disposition of all Company assets outside the ordinary course of business.
2. Required Vote. Unless a greater vote is required by statute or the Articles of Organization, an affirmative vote of the majority of the membership shall be required.
3. Meetings.
 - a. The manager(s) can hold a meeting at a time and place of their choosing.
 - b. Special meetings of the membership may be called at any time by the manager(s) or by at least ten (10%) of the membership interest of all members. Written notice of such meeting must be provided at least sixty (60) business days prior and not later than ten (10) days before the date of the meeting. A member may elect to participate in any meeting via telephone.
4. Consent. In the absence of an annual or special meeting and in the absence of a vote, any action required to be taken may be permitted with the written consent of the members having not less than the minimum number of votes required to authorize such action at a meeting.

Article X: Dissolution and Termination

In the event a dissolution event occurs the remaining membership shall have the option to elect to continue the company as defined by Article I, section 6.

1. Merger. In the event the election to continue the company following a dissolution event is not obtained, a majority vote of the remaining members may elect to reconstitute the Company through merger with and into another Limited Liability Company pursuant to applicable state law.

2. Winding Up. If the members do not elect to continue the Company or reconstitute it, the Manager or other person selected by a majority vote of the membership shall wind up the Company.
3. Final Distributions. After all Company assets have been liquidated and all Company debts have been paid, the proceeds of such liquidation shall be distributed to members in accordance with their capital account balance. Liquidation proceeds shall be paid within days of the end of the Company's taxable year or, if later, within days after the date of liquidation.
4. Dissolution. Upon completion of the winding up period, the Manager or other person selected shall file with the Secretary of State the Certificate of Dissolution or its equivalent and any other appropriate documents as required by law.
5. Matthew Brunkow shall have the option to purchase Nathanael Caldwell's ownership in the LLC for his total monetary capital contributed.

IN WITNESS WHEREOF, the parties hereto make and execute this Operating Agreement on the dates set below their names, to be effective on the date first above written.

Signed and Agreed this 26th day of January, 2021.

By:



Member: Matthew Brunkow

Member: Nathanael Caldwell

WHEN RECORDED RETURN TO:
MBNC LLC



First American

File Number: 5506-3813525

WARRANTY DEED

THIS DEED, Made this Twenty-fourth day of September, 2021, between **Angel Ferro** of the County of Denver and State of Colorado, grantor, and **MBNC LLC, a Colorado limited liability company** whose legal address is 5460 S. Krameria St, Greenwood Village CO 80111 of the County of Denver and State of Colorado, grantee:

WITNESSETH, That the grantor, for and in consideration of the sum of **FOUR HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs, successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Denver, State of Colorado, described as follows:

LOTS 19 AND 20, BLOCK 1, BURGESS' MAPLE GROVE, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

also known by street and number as: **4438 West 10th Avenue, Denver, CO 80204-2911**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and remainders, rents, issues and profits thereof; and all the estate, right, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, and except general taxes for the current year and subsequent years, and subject to statutory exceptions.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above.

Doc Fee: \$ _____



Angel Ferro

State of **Colorado**

County of **Denver**

The foregoing instrument was acknowledged to before me this 24 day of September, 2021 by **Angel Ferro**.

Witness my hand and official seal.
My commission expires:



Notary Public



Legal Description

4438 West 10th Ave, Denver CO 80204

LOTS 19 AND 20, BLOCK 1, BURGESS' MAPLE GROVE, CITY AND COUNTY OF DENVER,
STATE OF COLORADO