



SILVERTON HOUSING AUTHORITY WORK SESSION & REGULAR MEETING – Silverton Board of Trustees

Silverton Town Hall – Monday, August 12, 2024

Call to Order & Roll Call –SHA Work Session @ 5:00pm and Regular Meeting @7:00pm

ATTENTION: The Town of Silverton Trustee meetings are being conducted in a hybrid virtual/in-person. Instructions for public participation in Town Trustee meetings are as follows:

- Zoom Webinar Link: <https://us02web.zoom.us/j/88637487127>
- By Telephone: Dial 669-900-6833 and enter Webinar ID 886 3748 7127 when prompted.
- YouTube (live and recorded for later viewing, does not support public comment):
www.youtube.com/channel/UCmJgal9lUXK5TZahHugprpQ

If you would like to make a public comment during a specific Agenda Item, please submit a request to the Town Administrator at gkaasch-buerger@silverton.co.us

MEETING PROTOCOLS: Please turn off cell phones; be respectful and take personal conversations into the lobby. The public is invited to attend all regular meetings and work sessions of the Board of Trustees. Please be advised, public comment will not be taken during the work session meetings. Closing Public Comment must be related to an agenda item.

Silverton Housing Authority Work Session @ 5:00pm

- 1) Affordable Housing Guidelines
- 2) Public Comment

Regular Meeting @ 7:00pm

- 1) Staff and/or Board Revisions to Agenda
- 2) Public Comment - *Comments must be limited to three (3) minutes in duration.*
- 3) Presentations/Proclamations
 - a) 2023 Town of Silverton Financial Audit Report with Jim Hinkle
- 4) New Business
 - a) PUBLIC HEARING: Silverton Square's request for an appeal to the Town's decision finding their building a public nuisance requiring demolition located at 220 East 12th Street, lots 22, 23, and 24.
- 5) Consent Agenda
 - a) Payroll
 - b) Meeting Minutes 7.22.24
 - c) Accounts Payable
- 6) Staff Reports
 - a) SMPA Red Mountain Electrical Reliability & Broadband Project Update
 - b) Land Use Code Engagement Handouts
 - c) Town Hall Community Update 8.22.24



- 7) Committee/Board Reports
 - a) 7.25 Region 9 Economic Development Board Meeting
- 8) Trustee Reports
- 9) Continued Business
 - a) Sewer Collection System Bid Proposal Release
 - b) Boxcar Apartment Engineering RFQ Proposal Evaluation
- 10) Public Comment

Adjourn

Up-coming Meeting Dates:

- 8.13 @5pm Historic Review Committee
- 8.14 @4pm Utility Committee Meeting
- 8.15 @3pm Personnel and Ordinance Committee Meeting
- 8.19 @9am Finance Committee Meeting
- 8.20 @7pm San Juan Regional Planning Commission
- 8.22 @6pm Town Hall Community Updates
- 8.26 @5pm REQUEST for Work Session on Wetlands
- 8.26 @7pm Regular Board Meeting

End of Agenda



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End of Agenda

August 12, 2024

SILVERTON HOUSING AUTHORITY

WORK SESSION PACKET



AGENDA MEMO

SUBJECT: **Affordable Housing Guidelines Review – Work Session**
MEETING DATE: **8.12.2024**
STAFF CONTACT: **Anne Chase**


Overview:

As the Silverton Housing Authority establishes itself and plans for future affordable housing developments, it is important to adopt and implement Affordable Housing Guidelines. These Guidelines are guiding documents that ensure the fair administration and regulation of affordable housing programs. The adoption of these Guidelines will serve several purposes.

1. **Providing Clarity and Transparency:** Well-defined guidelines provide clarity and transparency for both Staff, Board, and residents. This helps prevent misunderstandings and disputes by clearly outlining eligibility criteria, application process, and owner/tenant responsibilities.
2. **Promoting Fairness:** Clear and consistent policies promote fairness in the allocation of housing resources. The goal is to ensure that all eligible residents have an opportunity to benefit from affordable housing programs.
3. **Ensuring Compliance:** Affordable housing usually involves substantial public and private investment. It is in the best interest of the Silverton Housing Authority and the community that it serves to maintain the long-term affordability, and ensure units are being used as intended to protect the public investment.
4. **Enhancing Efficiency:** Standardized procedures and policies streamline the administration of affordable housing programs.
5. **Guiding Future Development:** The guidelines will serve as a roadmap for future affordable housing developments and programs. Guidelines will help ensure new projects/programs align with the authority's mission and objectives, and that they meet the needs of the community.

Development Process of Guidelines:

1. **Review Existing Models:** Staff has extensively researched and reviewed Affordable Housing Guidelines from municipal / governmental housing authorities across the state, including: Town of Telluride Affordable Housing Guidelines, Gunnison Valley Regional Housing Authority, Pagosa Springs Community Development Cooperation, Town of Crested Butte, and Summit Combined Housing Authority.
2. **Draft Guidelines:** Staff has developed the first draft of the Silverton Affordable Housing Guidelines.

 **Review and Revise:** Town Legal Counsel and Town Administrator have reviewed the first draft of the guidelines. Staff is seeking Board revisions to the Guidelines during the 8/12/2024 Silverton Housing Authority Work Session.

4. **Adopt and Implement:** Staff will present a final draft of the Silverton Affordable Housing Guidelines to the Silverton Housing Authority Board for approval and adoption.

Areas of Focus: August 12th, 2024, Work Session:

While Staff will accept general formatting edits and suggestions from the Silverton Housing Authority Board Members, Staff is specifically requesting feedback and direction from the Board on substantive elements of the Guidelines. Comments on the document indicate where the SHA Board should focus review and discussion during the Work Session. Comments intended for Board review are titled **BOARD**.

Important areas of focus:

1. Mission & Vision statements of the Silverton Housing Authority
2. General Affordable Housing Program Goals – Section 102
3. Qualification Standards – Section 103
4. Lottery Procedure – Section 105

Motion or Direction:

Work Session requires that this be staff direction only and a finalized version of this document will be presented for adoption at an upcoming Silverton Housing Authority meeting.



SILVERTON AFFORDABLE HOUSING GUIDELINES

Adopted XX/XX/XXXX

Commented [AC1]: COMMENTS - Color Coded indicates special attention from the following:

BOARD
TOWN ATTORNEY

Table of Contents

DEFINITIONS	1
MISSION AND VISION STATEMENTS	6
Section 101: PURPOSE & APPLICABILITY	6
Section 102: GENERAL AFFORDABLE HOUSING PROGRAM GOALS	3
Section 103: QUALIFICATION STANDARDS	4
Section 104: HOUSEHOLD INCOME VERIFICATION	14
Section 105: LOTTERY PROCEDURE	16
Section 106: OWNERSHIP, USE, OCCUPANCY	18
Section 107: INITIAL SALE AND RESALE OF UNITS	21
Section 108: DEED RESTRICTIONS	24
Section 109: EXCEPTIONS, APPEALS AND GRIEVANCES & REASONABLE ACCOMMODATION	27
Section 110: LENDERS, LOANS AND INSURANCE	35
Section 111: GENERAL MISCELLANEOUS PROVISIONS	36
APPENDIX	39
Appendix A: Area Median Income Eligibility Limits	39
Appendix B: Original Purchase Prices and Maximum Rental Rates	40
Appendix C: Lottery Point System	41
Appendix D: Fee and Penalty Schedule	42
Appendix E: Permitted Capital Improvements	43

DEFINITIONS

Affordable Housing - Any Housing Unit restricted to sale or rental at a specified price to a Qualified Household meeting the Income Level requirements of the Deed Restriction.

Affordable Housing Program or Housing Program – The set of regulations which apply to a specific Affordable Housing Unit within a specific project or development. Unless specifically excluded, all Housing Programs are subject to the regulations of these Guidelines.

Affordable Housing Unit – A Deed Restricted property that is subject to these Guidelines and any additional covenants that may run with the land.

Applicant – A Household that has submitted the required application for Qualification as a renter, tenant, occupant or buyer of an Affordable Housing Unit, for inclusion in a housing Lottery, or for Exceptions, Appeals or Grievances under these Guidelines.

Application – A formal request submitted by an Applicant to the Silverton Housing Authority in the format provided and required by the Silverton Housing Authority within a designated Application Period for a specific Housing Unit within a Housing Program, or, an application for a Leave of Absence, Exception, Appeal, or Grievance.

Application Period – A timeframe within which the Silverton Housing Authority accepts Applications for specific Housing Units or Housing Programs. See [Section 105.3: Lottery Procedure](#).

Area Median Income (AMI) - A metric that represents the midpoint of the income distribution in a specific area, usually a county or municipality, established by the U.S. Department of Housing and Urban Development (HUD). Also referred to as Income Level. See [Appendix A](#).

Assets – Anything owned which has tangible, intangible, commercial, or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others. For the purposes of these Guidelines, Assets are real or personal property including without limitation retirement accounts, education accounts, patents and causes of action, stock in a corporation or interest in any other type of business entity, interest in the estate of a decedent, property of a person, association, corporation, or estate that is applicable or subject to the payment of debts, and funds on property held in a living trust or any similar entity or interest where the person has management rights or the ability to apply the Assets to the payment of debts. Assets are evaluated at current Fair Market Value, not accounting book value.

Gross Assets- All Assets combined of all Household members, including children.

Net Assets- Household Gross Assets less the Household Gross Liabilities.

Compliance Check - Periodic verification of ongoing Qualification to own or occupy an Affordable Housing Unit. See Section 108.10: Deed Monitoring.

Deed Restriction – A contract prepared by SHA Staff in coordination with the Town legal counsel and entered between SHA, the Town and the Owner, or buyer of real property identifying and burdening the conditions of use, occupancy, and sale of the property in accordance with these Guidelines, which may not be altered without the written consent of all parties.

Developed Residential Property – Property that contains at least one (1) dwelling unit as defined in the Silverton Land Use Code.

Exception - A variance from these Guidelines granted through the Exception Procedure set forth in Section 109.2. See also Appeal and Grievance definitions in Section 109.

Fair Market Value – The price at which bona fide non-distress sales have been consummated for Assets of like type, quality, and quantity in a particular market.

Fixture – 1) A tangible item which previously was personal property and has been attached or installed on land or a structure thereon in such a way as to become a part of the real property; 2) Any non-portable lighting device built in or attached securely to the structure; or 3) The permanent parts of a plumbing system and fixtures.

Gross Income – The sum of all wages, salaries, profits, interest payments, rents, and other forms of earnings, before any deduction or taxes.

Guidelines – These Silverton Affordable Housing Guidelines or specific provisions thereof as context requires, adopted by the Silverton Housing Authority and the Town of Silverton as may be required, and amended from time to time, that provide definitions, standards and procedures to be applied to specific Affordable Housing Units and Programs.

Household – All owners and/or tenants, their immediate family and any parties who will be occupying the Housing Unit, excluding guests.

HUD – Abbreviation of the U.S. Department of Housing and Urban Development.

Immediate Family – The Qualified Employee and the spouse of the Qualified Employee and their Dependents, siblings, parents and/or children, all of whom may be related either biologically, by marriage, by civil union and/or by legal adoption, and regardless of age. Immediate Family also includes: a minor for whom the Qualified Employee or the Spouse of the Qualified Employee becomes the legal foster parent. Such children shall be treated as biological children and have the same Immediate Family status, regardless of age.

Income Eligibility Level – The standard of Household Gross Income as defined by the Area Median Income that applies to a particular Affordable Housing Unit or Housing Program. See [Appendix A: Income Eligibility Levels](#).

Joint Tenancy - Ownership of real estate between two or more parties who have been named in one conveyance as joint Tenants. Upon the death of one Tenant, surviving joint Tenant(s) have the right of survivorship.

Leave of Absence – An Exception from the requirement that a Qualified Household maintain the Affordable Housing Unit in question as its Primary place of Residence granted according to the [Section 106.1.A1](#).

Liabilities - Financial obligations owed through the transfer of money, Assets, goods or services.

Gross Liabilities – The Household's total amount owed to other persons or entities including loans, liens, mortgages, accounts payable, and other financial obligations as defined by generally accepted accounting practice.

Luxury Items – Luxury Items are non-essential appliances, fixtures or upgrades. See [Appendix E: Permitted Capital Improvements](#).

Local Workforce – A Priority Qualification: Currently employed, or can provide a letter of intent to hire by a business located and licensed in San Juan County. Additional entries are dependent on length of employment seen in [Section 103.5](#). If using a letter of intent to hire for Priority Qualification, verification of employment will be conducted during the final verification check prior to occupancy and/or purchase of a Housing Unit.

Lottery – A process with an outcome that is governed by chance for the selection of Qualified Applicants to have the opportunity to purchase or rent a Housing Unit enrolled in the lottery.

Maximum Rental Rate – The maximum amount per month including utilities that a Qualified Household may be charged when leasing an Affordable Housing Unit.

Maximum Sale Price (MSP) – The maximum amount that an Affordable Housing Unit may be sold for to a Qualified Owner. Unless otherwise defined in the Deed Restriction covering the unit, the Maximum Sale price is determined according to [Section 107.4: Maximum Sale Price Calculation](#).

Notice of Violation – A formal written notice from the Town of the SHA to an Affordable Housing Unit Owner or Tenant who is in violation of provisions of the Deed Restriction for the Affordable Housing Unit or the provisions of the Silverton Affordable Housing Guidelines.

Option to Purchase – A legal document signed by the mortgagee, and where applicable a co-signer, acknowledging the provisions of the Deed Restriction and granting a right to the

Town or SHA to purchase the Affordable Housing Unit in a foreclosure under certain conditions.

Original Purchase Price (OPP) – The price paid for the Affordable Housing Unit by the current Owner(s) and used as a basis to determine the Maximum Sale Price. The OPP is recorded in the Deed Restriction attached to each Affordable Housing Unit.

Owner – Owner means an individual or individuals who have a legal right to a property by deed, Tenancy In Common, Joint Tenancy or Tenancy in Entirety or other relationship and who have a proprietary interest in a property. Owners are subject to these Guidelines. See [Section 106: Ownership Standards](#).

Owner-Occupied – At least one Qualified Owner holding title occupies the property as their Primary Residence.

Permitted Capital Improvements - Unless otherwise defined in the Deed Restriction for an Affordable Housing Unit, a Permitted Capital Improvement is any Fixture or improvement **approved by SHA Staff prior to erection, construction or installation** that is not a Luxury Item and is erected, constructed or installed as a permanent improvement to real property or non-recurring expenses for physical improvement that provide a long-term upgrade or improvement to the Deed Restricted Affordable Housing Unit. See [Appendix E](#).

Policy Statement – A directive formally adopted by the SHA Board to clarify and aid in the application and enforcement of these Guidelines.

Primary Residence – A Household's sole and exclusive place of residence.

Priority – Specific requirements of Applicants that increase success chances in the lottery by earning additional entries into the lottery (see [Section 103](#), and [Appendix C](#)).

Qualification – An Applicant, Household, Owner, or Tenant that meets the Income-Level and Residency Standards of the Deed Restrictions of the Housing Units and Housing Program being applied for, and the standards set forth in [Section 103](#).

Qualified Disabled – A person with disability as is defined in 42 US Code § 12102.

Qualified Employee – A person employed by a business licensed in San Juan County and is compensated for such work on an hourly, weekly, monthly or commission basis or any combination of such compensation and works for said business for a minimum of forty (40) hours per month. See [103.2 Employment Standard](#).

Qualified Retired – A person sixty-five (65) years or older who is a member of a Household who has a verifiable history of employment in San Juan County for the ten (10) years immediately prior to retiring to receive Priority entries that otherwise require employment. See [Appendix C: Lottery Point System](#).

Qualified Volunteer - A person who verifiably performs work locally for a recognized non-profit community organization which benefits San Juan County and for which no monetary or other material compensation is received for a minimum of forty (40) hours per month.

Resident – A person who has maintained verifiable residency in San Juan County for twelve (12) months in the past (24) months immediately prior to application.

Sale – For purposes of the Guidelines, the exchange of an Affordable Housing Unit for an agreed amount of money or other consideration in which title to the Affordable Housing Unit is Transferred in whole or in part to a new Qualified Owner.

Seasonal Employee – An employee who is hired into a position for which the period of employment is six months or less.

Silverton Housing Authority (SHA) – The Silverton Housing Authority of the Town of Silverton, referred herein as SHA. As used in these Guidelines, SHA may also mean the SHA Board of Directors, the SHA Subcommittee, or SHA Staff as the context requires.

SHA Board – The Board of Directors of the Silverton Housing Authority.

SHA Staff – The person or persons who the Silverton Housing Authority or its designee employs for the purpose of administering and enforcing these Guidelines.

SHA Subcommittee – A committee comprised of a subset of members of the SHA Board appointed to oversee and administer the affairs of the Silverton Housing Authority.

Tenancy in Common – Co-ownership in which an individual holds an undivided interest in real property as if they were sole Owner.

Tenancy in the Entirety – A special Joint Tenancy between two (2) lawfully married individuals which places all title to property (real or personal) into the marital unit, with both spouses having an equal, undivided interest in the whole property.

Tenant – A person who has temporary use and occupancy of real property owned by another and subject to these Guidelines. See Section 106.2: Rental Procedure.

Town – The Town of Silverton, Colorado – municipality.

Transfer – Any transaction, conveyance, settlement, disposition, assignment, or event which introduces a new ownership interest in a Housing Unit or changes the percentage of current ownership interest in a Housing Unit.

Undeveloped Residential Property – Vacant property which allows residential uses as the principal use and uses accessory thereto, as defined in the Silverton Municipal Code Chapter 16 Zoning.

Commented [AC2]: Board:

We do not currently have a Subcommittee - do you see a need to form a Subcommittee? Per these Guidelines, Subcommittee Responsibilities:

1. Appeals, exceptions, grievances are considered by Subcommittee before going to the Board.
2. Annual/biannual review of Guidelines.

Commented [CB3R2]: I am not a fan of subcommittees. SHA Board can review and then BOT can handle review, appeals, etc...

Vacant Property – a home that is no longer occupied as a principal residence by the Qualified Owner or Tenant for a period of 90 consecutive days without a SHA approved Leave of Absence.

Vital Workforce – Any Household with a member employed by San Juan County, Town of Silverton, Silverton School, Silverton Medical Rescue, OR any household with a member who has volunteered for Silverton Fire Department or Silverton Medical Rescue regularly for two (2) full years in the past five (5) years immediately prior to the application.

MISSION AND VISION STATEMENTS

The Silverton Housing Authority's mission is to advocate, promote, plan, and provide the long-term supply of affordable housing in the Town of Silverton to maintain a well-rounded community.

SHA Mission Statement Adopted XX/XX/XXXX

Our vision is to support the quality of life and economic vitality of the unique community of Silverton by increasing housing choices and opportunities for our residents.

SHA Vision Statement Adopted XX/XX/XXXX

Section 101: PURPOSE & APPLICABILITY

101.1 The purpose of the Silverton Affordable Housing Guidelines is to provide consistent governance of the development of, admission to and occupancy of Deed Restricted Affordable Housing Units throughout San Juan County.

101.2 These Affordable Housing Guidelines are used to:

- Review Land Use Applications
- Establish Affordable Housing Income Categories
- Establish Affordable Housing Rental Rates
- Establish Affordable Housing Sales Prices
- Establish Criteria for Qualifying and Occupancy of Units
- Provide Information and Process for Developing Affordable Housing
- Provide Information on Monitoring and Compliance

101.3 These Affordable Housing Guidelines will remain in effect until such time as the Board of Directors for the Silverton Housing Authority approve new or amended Guidelines.

Commented [AC4]: Board:

Mission and Vision statements can / should be workshopped by you.

Commented [CB5R4]: Agree

- 101.4** Each Housing Program is also subject to provisions that are unique to that program.
- 101.5** Every Sale or rental of a Housing Unit is initially subject to the Guidelines in effect at the time of Sale or rental. Subsequently, Owners and Tenants are expressly subject to the Guidelines in effect as amended during their ownership or lease.
- 101.6** SHA Staff is charged with administration and enforcement of the Guidelines. To provide SHA Staff with clarification of intent of provisions of these Guidelines, Policy Statements may be adopted by resolution of the SHA Board at a properly noticed public meeting.
- 101.7** These rules have binding effects on all individuals and courts and run with a Housing Unit in perpetuity in accordance with the recorded Deed Restriction. In addition to any remedy provided by law for enforcement of the Deed Restriction and these Guidelines, SHA Board is authorized to establish fees or penalties for violations (see Appendix D).
- 101.8** **DISCLAIMER:** The Silverton Housing Authority expressly disclaims any and all warranties, express or implied, including without limitation fitness for a particular purpose with respect to the provision of Housing Units. Silverton Housing Authority does not represent, warrant or promise to construct, finance or otherwise produce, in whole or in part, any Housing Units pursuant to these Guidelines or under any other programs. No Applicant may rely upon any promise implied or expressed that Housing Units shall be constructed, financed or otherwise produced, in whole or in part, by the Silverton Housing Authority. In no event shall Silverton Housing Authority be liable to any Applicant for any direct, indirect, incidental, punitive, or consequential damage of any kind whatsoever, including without limitation lost profits, lost sales, lost business, lost opportunity, lost information, lost or wasted time. None of the information contained in these guidelines constitutes an offer to sell or the solicitation of an offer to buy a Housing Unit.
- 101.9** **Fair Housing** – Silverton Housing Authority shall fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and, to the extent applicable, the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

Pursuant to the Fair Housing Act and public policy, SHA shall not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, religion, national or ethnic origin, familial status, or disability in the lease, sale, use or occupancy of a Unit. Section 24-34-502(1) of the Colorado Revised Statutes prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful

profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.

To further its commitment to full compliance with applicable civil rights laws, SHA will provide Federal/State/local information to Applicants/tenants under this Policy regarding tenant rights and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the Application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the SHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

SHA will assist any applicant or tenant that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. SHA will also assist them in completing the forms if requested and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

In addition to Federal civil rights laws as outlined above, SHA will comply with regulations including but not limited to: the Fair Housing Act Amendments of 1988; Title VI of the Civil Rights Act of 1964; Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity; Executive Order 13166 – Limited English Proficiency; Violence Against Women and Justice Department Reauthorization Act of 2013.

101.10 Fraud Warning – Signatures on documents submitted to SHA constitute verification that all information provided is true and accurate. If any such information provided is determined to be false or non-verifiable, such person may be disqualified by SHA and referred to law enforcement for investigation and/or prosecution. Disqualified persons may be denied future participation in SHA Programs. Mortgage fraud may be referred to the FBI for investigation.

Section 102: GENERAL AFFORDABLE HOUSING PROGRAM GOALS

This Section lays out the general Affordable Housing Program Goals of the Silverton Housing Authority and the Town of Silverton.

102.1 The primary goal of the Affordable Housing Programs is to provide quality, Affordable Housing for residents and their families who make a living primarily from Presence Required Employment. This is accomplished by regulating and restricting occupancy of Housing Units to Qualified Households and Ownership to Qualified Owners.

102.2 Ensure ongoing affordability of Housing Units. Most Housing Units are subject to price and appreciation limits for sale, resale and/or rental. These limitations

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Please review / workshop the general goals of housing programs.

are intended to ensure affordability for both the current Household and for the long-term affordability of the Housing Unit.

Section 103: QUALIFICATION STANDARDS

103.1 There are two (2) levels of evaluation to determine the Qualification of Applicants for the purchase, initial, or continued occupancy of Housing Units known as Qualification and Priority.

Qualification refers to the most general requirements for all Housing Programs and includes both Initial Qualification Standards and Continuing Qualification Standards per the applicable Housing Program. A Qualified Owner, Qualified Household, or Qualified Tenant must maintain Qualified status for the duration of ownership or rental of a Housing Unit. Failure to maintain Qualification will require vacation or Sale of the Housing Unit (see Section 108.10).

Priority refers to specific requirements of Applicants that increase chances of success in the Lottery by earning additional entries into the Lottery based on type of employment, or disability and retirement status, as applicable. See Appendix C for Priority Point Matrix and Section 103.3.

103.2 Household Initial Qualification Standards

A. “Qualified Household” Defined- Qualified Households must:

1. Meet the Employment Standard;
2. Meet the Income Level Standard;
3. Meet the Net Assets Standard; and
4. Meet the Minimum Household Size Standard.

B. Employment Standard

1. **Ownership** – At least one member of a Household who will hold title to a Housing Unit must demonstrate and be verified as a Qualified Employee by demonstrating and verifying Employment by a business licensed in San Juan County which amount includes a minimum of forty (40) hours per month, or can provide a letter of intent to hire from employer and a commitment to work one thousand four hundred (1,400) during the following twelve (12) months from the time of Application. Verification of hiring and employment will be conducted before the Sale of Housing Units.

Commented [A7]: Board:

Qualification Standards can be workshopped by the Board. Keep in mind the General Affordable Housing Program Goals in Section 102 when determining Qualification Standards.

2. **Rental and/or Occupancy** – Each person applying to rent or occupy a room in a Housing Unit or, at least one member of each Tenant Household if occupying the entire Unit must be a Qualified Employee, which requires a minimum of forty (40) hours per month, or provide verifiable documentation of intent to work one thousand four hundred (1,400) during the following twelve (12) months from application, or a lesser amount commensurate with the term of the proposed lease (e.g. seven hundred (700) hours for a six (6) month lease.

3. **Exemptions** –

- i. Members of an Applicant Household who have been determined by SHA to be Qualified Retired or Qualified Disabled and those who are Immediate Family of a Qualified Employee in the Household are exempt from the Employment Standard.
- ii. Households with a member who will hold title to a Housing Unit or be a tenant of a rental unit that can demonstrate and be verified as a Qualified Volunteer who has volunteered forty (40) hours per month for at least twelve (12) of the sixteen (16) months immediately prior to submission of an application are exempt from the Employment Standard.

C. Income-Level Standard

- 1. Income-Level Standards are subject to the Housing Program and Deed-Restrictions associated with each Housing Unit. Income Levels for San Juan County are posted in Appendix A and are updated annually, usually in the Spring.
- 2. These Guidelines identify categories of income levels for Households for the purpose of establishing Original Purchase Prices, rental rates, and Housing Program specific Qualifications for Affordable Housing Units. These categories correspond to income levels by Household size provided by the US Department of Housing and Urban Development (HUD) and the Colorado Housing and Finance Authority (CHFA) known as the Area Median Income (AMI) for San Juan County on an annual basis. The SHA will post the annual AMIs on the SHA website and administratively update these Guidelines when made available by CHFA every spring. Area Median Income for San Juan County are found in Appendix A. All Sales, Qualification, Lotteries, and Programs are subject

Commented [AC8]: Board:

Should Qualified Volunteers be eligible for homeownership and/or rental programs?

Telluride Standards allow 10hrs of the 40hrs/month of work to be volunteer hours, but still require 30 hrs of monthly employment within San Miguel County.

General Program Goals and Vision/Mission statement should be used to determine this standard.

to the Income Levels of the most recently adopted version of these Guidelines at the time of Sale, Qualification, and Lottery drawing.

3. INCOME CATEGORIES

Very-Low Income Limit	≤ 50% AMI
Low Income Limit	≥ 51% ≥ 80% AMI
Moderate Income Limit	≥ 81% ≥ 100% AMI
Middle Income Limit	≥ 101% ≥ 120% AMI
Upper Income Limit	≥ 121% ≥ 140% AMI

4. **Exclusion from Income** – An Applicant may apply to SHA Staff for an exclusion to an Applicant’s Household Income for verifiable student loan debt, verifiable necessary medical expenses, paid childcare expenses, and verifiable education, healthcare, and/or retirement account contributions from the prior twelve (12) months. Exclusions being requested require SHA Staff verification. In determining whether an account contribution is eligible for such an exclusion, SHA Staff, the SHA Subcommittee, or the SHA Board, as appropriate, will consider the criteria as set forth in [Section 103.2E.3](#). Student loan debt must be related to post-high-school studies (trade school, undergraduate, or graduate degree) from an accredited institution. A combined maximum of ten thousand dollars (\$10,000) of the above expenses or contributions per Household may be excluded from income.

D. Property Ownership Standard

1. For purposes of this Section, “Ownership by any member of a Household” means ownership interest in any form, direct or indirect, including without limitation ownership or membership in a business or entity that owns real property, a Leasehold Interest in real property for longer than a period of one (1) year, or being named as a beneficiary of a trust which owns real property. A Household may not circumvent this Section by declaring indirect or non-controlling interest in real property subject to this Section.
2. Ownership by any member of a Household of a property outside the boundaries of San Juan County that is a Commercial Property or Undeveloped Residential Property or is Developed Residential Property outside is permitted and does not require an Exception.
3. Ownership by any member of a Household of a property within the boundaries of San Juan County that is Commercial Property or

Commented [AC9]: Board:

Pay attention to the differences in ownership of real property both inside and outside of the boundaries of San Juan County, and the types of property permitted with/without exceptions.

Your input is requested in this section as far as what types of ownership of real property is permitted without exception.

Commented [AC10]: Board:

Do we want to allow people to own undeveloped residential property? Or should it be limited to commercial property?

Undeveloped Residential Property is permitted and does not require an Exception.

4. Ownership by any member of a Household of Developed Residential Property within the boundaries of San Juan County is restricted as follows:

- i. **If the residential property is deed restricted as affordable**, the Household is required to enter into a contractual agreement with the Silverton Housing Authority, or its designee, setting forth the terms of the agreement to sell the other residential property. The Household is required to be under contract to sell the property within four (4) months and close the Sale within six (6) months of taking title to the Housing Unit being applied for.

- ii. **If the property is any other form of Developed Residential Property**, the Household is required to:

- a. Sell the other property under the terms of Section 103.2.E.4.i; OR
- b. Apply for and be granted an Exception according to the Exception Procedure in [Section 109.2](#) for consideration of the terms under which ownership of other Developed Residential Property will be allowed.

- (1) In determining the terms under which ownership of other Developed Residential Property will be allowed, the SHA Subcommittee or SHA Board, as appropriate, shall take into consideration the location of the other Developed Residential Property, the current Affordable Housing needs in the, and the practicality of requiring the other property to be leased to a Qualified Household.

- (2) It is the stated intent of SHA to only allow ownership of other Developed Residential Property within the boundaries of San Juan County if the Household demonstrates a commitment to utilizing the property to meet local or regional Affordable housing needs.

- (3) Exceptions granted for ownership of Developed Residential Property in San Juan County will require the Household to enter into a contractual agreement with the Silverton Housing Authority or its designee that provides for rental of the other property to a Qualified Household under the rental procedures in Section 106.2. The property must be leased beginning no more than ninety (90) days after purchase of the Housing Unit or other property and be continuously leased, reasonable turnover and maintenance time excepted, so long as the Household owns the Housing Unit. If the property remains vacant or out of lease for more than thirty (30) consecutive days, SHA may give notice requiring the Owners to sell either the Housing Unit or the other Developed Residential Property within one (1) year of the date of notice, and will impose daily penalties for non-compliance (see Appendix D).
- (4) The Fair Market Value of any interest in real property owned by any member of a Household will be taken into consideration when determining whether the Household exceeds the limitations of Section 103.2E Net Assets Standard.

E. Net Assets Standard

- 1. Household Net Assets shall not exceed two (2) times the Original Purchase Price of the Housing Unit. As defined, Assets of all members of a Household, including children, must be included in the determination of a Household's Net Assets.
- 2. A one-time gift of up to thirty percent (30%) of the Original Purchase Price used only as a down payment for the purchase of a Housing Unit will be considered an asset and not income for the purposes of initial Qualification.
- 3. **Exclusion from Assets** – An Applicant may apply to SHA Staff for an exclusion or partial exclusion to Assets for money held in verifiable education, healthcare, and retirement accounts. In determining whether

Commented [AC11]: Board

For consideration: Is two-times the original purchase price of the home an acceptable value for Household Net Asset limit? This is the standard for Telluride Affordable Housing Guidelines. Board can determine what the Net Asset Limit is in reference to the Original Purchase Price of the Unit, e.g. two-times the purchase price, limited to the purchase price, three-times the purchase price.

Assets Definition: Anything owned which has tangible, intangible, commercial, or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others. For the purposes of these Guidelines, Assets are real or personal property including without limitation retirement accounts, education accounts, patents and causes of action, stock in a corporation or interest in any other type of business entity, interest in the estate of a decedent, property of a person, association, corporation, or estate that is applicable or subject to the payment of debts, and funds on property held in a living trust or any similar entity or interest where the person has management rights or the ability to apply the Assets to the payment of debts. Assets are evaluated at current Fair Market Value, not accounting book value.

See F. Net Assets Standard. 3. Exclusion from Assets.

Notes:

The cash value of Assets is considered separately from Income, however, interest earned from Assets is considered income. Homeownership is commonly considered the best way to accrue wealth in the U.S. There is a fine line between ensuring affordable homes are going to people with a low-income and not penalizing people getting ahead. "Rich people, not poor people, should get into equity capped programs." - Mike Loftin, HOMEWISE. At the same time, people with assets and access to capital have an leg-up in the free-market.

an account is eligible for such an exclusion, SHA Staff or the SHA Board, as appropriate, shall consider whether the holder or beneficiary of the account would be penalized for early withdrawals for any reason, or whether withdrawals without penalty are restricted to withdrawals for qualified retirement, medical, or educational expenses. It is the intent of this Section to only allow exclusions for accounts functionally equivalent to a 401(k), 401(a), Roth IRA retirement account, 529 education account, or a Health Savings Account established while an Applicant was enrolled in a high deductible health plan.

4. **Disposition of Assets** – Any member of a Household who has assigned, conveyed, transferred or otherwise disposed of Assets within the last two (2) years without receiving Fair Market Value for the Assets to qualify under these Guidelines shall render the Household ineligible.

F. **Minimum Household Size Standard** – To be eligible to purchase or occupy a Housing Unit, the total number of people in a Household must meet or exceed the following Minimum Household Sizes. For Households qualifying to purchase a Housing Unit, Tenants will not count towards meeting the Minimum Household Size unless granted an Exception pursuant to [Section 109.2](#), and may be required to rent a room to attain and maintain the Minimum Household Size for Qualification.

Unit Type	Minimum Household Size	Maximum Household Size
1 Bedroom/Studio	1 person	3 person
2 Bedroom	2 persons	4 persons
3 Bedroom	3 persons	6 persons
4 Bedroom	4 persons	8 persons

*This chart does not guarantee houses will be built or available in all listed types.

103.3 Priority Qualification

A. **Vital Workforce:** Any Household with a member employed, or can provide a letter of intent to hire by San Juan County, Town of Silverton, Silverton School, Silverton Medical Rescue, OR any household with a member who has volunteered for Silverton Fire Department or Silverton Medical Rescue

Commented [AC12]: Board

Minimum Household Size Standard - The Colorado Housing and Finance Authority (CHFA) sets affordable rental rates and Area Median Income levels annually (based on HUD's numbers, CHFA determines affordable rental rates based on HUDs numbers).

Affordable Sale Prices are calculated each year - they are based on Household Size and Housing Unit Size by 1.5 persons.

Staff recommends upholding the one-bedroom limit for a one-person Household **unless** the one-person Household files an Exception request for a two-bedroom unit with the requirement of leasing the second unit to a Qualified Tenant following the Rental Procedure in Section 106.2.

Something to consider is that 33% of respondents to the Silverton Homeownership Interest Survey are a 1-person household. And, none of SHA's current plans for for-sale housing developments are one-bedroom units.

a minimum of forty (40) hours a month for twelve (12) of the previous fourteen (14) months immediately prior to Application. Receives three (3) additional entries into the Lottery. *To qualify for Priority entries for Vital Workforce, Applicant's employer must submit a completed Employment Verification Form to the SHA document upload portal before the Application Period ends.*

B. Local Workforce: Currently employed by a business located and licensed in San Juan County. Additional entries are dependent on length of employment seen in [Section 103.5](#). *To qualify for priority entries for Employee in San Juan County, Applicant's employer must submit a completed Employment Verification Form to the SHA document upload portal before the Application Period ends.*

C. Qualified Disabled or Qualified Retired Resident of San Juan County: Applicants who are Qualified Retired or Qualified Disabled. Additional entries are dependent on length of residency in San Juan County seen in [Section 103.5](#). *To qualify for the Priority entries for Resident of San Juan County, the applicant must complete the residential history within the online application and show proof of retirement or unemployment based on the required documentation in Section 104.3C.*

103.4 Priority Stipulations

A. For two (2) or more applicants per application:

1. Maximum of three (3) additional entries per Application.
2. Employment history may be applied only to the person in the Household that has lived in San Juan County the longest. Combining years lived / employed by a business in San Juan County by each Household member is prohibited.

103.5 Priority Entry Matrix

The Priority Qualifications and Additional Entries are displayed in the table below:

Priority Qualification	Sum of Monthly Employment in the Immediate Last 5 Years	Additional Entries
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 Number of additional entries assigned to priorities can be changed. Example: Waterview Homes in Ouray only allow one additional entry, and priority points are only given to their equivalent of "Vital Workforce."

<u>Vital Workforce</u>		+3 entries
<u>Local Workforce</u>	24-60 months (2-5 years)	+2 entries
	61+ months (5+ years)	+3 entries
<u>Qualified Retired and Qualified Disabled Residency in San Juan County</u>	24+ months (2+ years)	+ 2 entry

103.6 Lawful Presence Standard

Lawful Presence Standards differ between Housing Programs based on funding sources associated with the project. Funding sources will be disclosed in the Application Informational Packet to be given to each prospective Applicant.

A. Federally Funded Projects:

1. Properties funded by Federal funds, lawful presence in the United States is required. A Residency Declaration form will be included in the Application Informational Packet.

B. State Funded Projects:

1. Properties funded by State funding, lawful presence is not required pursuant to CRS §24-76.5-103.

103.7 Criminal Background Check

SHA Staff may required a criminal background check to determine Qualification for Housing Program. Housing Programs and Applications will specify the types of convictions that disqualify an Applicant.

103.8 Grounds for Denial

A. SHA is not required or obligated to Qualify or assist Applicants who:

1. Do not meet any one or more of the eligibility criteria;

2. Do not supply information or documentation required by the Application process;
3. Breach any agreement made between the Applicant and SHA;
4. Any material misstatement of fact or deliberate fraud by the members of an Applicant Household in connection with any information submitted to SHA shall be cause for denial, removal from program, and will be prohibited from reapplying, individually or as a member of a Household, for Lotteries for a period of three (3) years;
5. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
6. Have a history of not meeting financial obligations, especially rent; provided, however, that if a landlord or SHA uses rental history or credit history as criteria in consideration of an application, they shall not consider any rental history or credit history beyond seven (7) years immediately preceding the closing date of the Application Period;
7. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
8. Have a history of criminal convictions by any household member involving crimes of physical violence against persons or property and any other criminal convictions including drug-related criminal convictions that would adversely affect the health, safety, or well being of other tenants or Staff or cause damage to the property; provided that if SHA, or landlord, uses criminal history as a criterion in consideration of an application, they shall not consider an arrest record of a prospective tenant from any time or conviction of a prospective tenant that occurred more than five years before the closing date of the Application Period; except that a landlord/SHA may consider any criminal conviction record or deferred judgement relating to:
 - i. The unlawful distribution, manufacturing, dispensing, or sale of a material, compound, mixture, or preparation that contains methamphetamine, as described in Section 18-18-405 of the Colorado Revised Statutes;

- ii. The unlawful possession of materials to make methamphetamine and amphetamine, as described in Section 18-18-412.5 of the Colorado Revised Statutes;
 - iii. Any offense that required the prospective tenant / Owner to register as a sex offender pursuant to Section 16-22-103 of the Colorado Revised Statutes; or
 - iv. Any offense described in Part 1 or Part 6 of Article 3 of Title 18 of the Colorado Revised Statutes;
9. Have a history of disturbing neighbors or destruction of property;
10. Currently owes rent or other amounts to any housing authority in connection with their public housing or Housing Choice Voucher programs;
11. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program or SHA Program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
12. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. SHA may waive this requirement if:
- i. The person demonstrates to SHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - ii. Has successfully completed a supervised drug or alcohol rehabilitation program;
 - iii. Has otherwise been rehabilitated successfully; or
 - iv. Is participating in a supervised drug or alcohol rehabilitation program;
13. Have engaged in or threatened abusive or violent behavior towards any SHA Staff, SHA Board, or residents of Housing Program. Such behavior would include using profane, racially or sexually abusive language;
14. Have a Household member who is currently a registered sex offender.

15. **Denied for Life:** If any Household member has been convicted of manufacturing or producing methamphetamine on assisted housing premises;

16. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

B. Denial Procedure –

- i. Applicants will be notified of denial for Lottery drawing, also referred to as disqualification, in writing and will include the reason(s) for denial.
- ii. Applicants will have the right to Appeal decision and will be provided [Section 109.3 Appeal Procedure](#) information.
- iii. SHA's exercising of the Denial Procedure due to findings of Applicant ineligibility will not violate the rights of persons with Disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a Disability, SHA Staff will verify that there is in fact a Disability and the Disability caused the failure to respond, and may provide a [Reasonable Accommodation](#) per [Section 109.6](#).

Section 104: HOUSEHOLD INCOME VERIFICATION

The following standards are applicable to the [Initial Qualification](#) of [Applicants](#) for ownership or rental of [Affordable Housing Units](#).

104.1 Income Testing and Income Calculation - Income testing refers to the verification of the annual [Household](#) income of an [Applicant](#), either a prospective purchaser or [Tenant](#) who wishes to qualify for a [Deed Restricted](#) unit. Income testing shall only be done at the time of [Qualification](#) for initial purchase or initial occupancy of the unit, and at every subsequent [Transfer](#) of occupancy of the [Deed Restricted](#) unit.

104.2 [Household](#) income should be calculated using a standard method for all prospective purchasers and tenants of [Affordable Housing](#) restricted to a certain [Income Category](#). These [Guidelines](#) require [SHA Staff](#) to use the Colorado Division of Housing's standard method of calculating income. The current standard is Part 5 of section 24 CFR 5.609 of the Code of Federal Regulations.

104.3 The SHA may request the following documentation including without limitation the following purposes: to calculate Household income, verify Priority Qualification, verify Qualification for the applicable Standards.

A. Persons employed by others:

- Most recent 2 years complete personal federal tax returns
- Most recent 2 years W-2s from all employers
- Most recent 2 consecutive paystubs from all employers
- Employer Verification of Employment

B. Persons with some kind of self-employment:

- Most recent 2 years complete personal federal tax returns
- Most recent 2 years W-2s from all employers
- Employer verification of employment
- Most recent 2 years business tax returns:
 - Partnership-K-1 and 1065
 - S-Corporation-K-1 and 1120S
 - Corporation – 1120 (including W-2's and most recent

paystubs)

C. Persons with unearned income:

- Most recent 'award letter' stating the monthly or annual Gross Income received (SSI, SSDI, VA Benefits, Unemployment, etc.)

D. Persons newly employed and/or with no previous tax return:

- Evidence of income to be earned (employment contract, written verification from new employer of income to be earned, etc).
- Most recent consecutive business and personal bank statements from start of business.

E. Under certain circumstances the SHA may require other, non-traditional forms of documentation to accurately calculate gross household income.

104.5 SHA may require third-party verification of employment and income records for self-employed Applicants at initial Qualification and during Compliance Checks.

104.6 SHA may, at the Applicant's expense, require outside accounting expertise to evaluate the reasonability of the Applicant's or Household's representations of income and Assets. It shall be the burden of the Applicant to provide all required information for verification of Qualification, and any missing or incomplete

information or documentation, or information that cannot be verified, shall be construed against the Applicant and may be grounds for denial.

Section 105: LOTTERY PROCEDURE

105.1 SHA Staff administers Lotteries subject to the provisions of this document established to create an orderly and fair process for offering Housing Units for Sale and rent to Qualified Households and give priority entries to Qualified Households with Priority status detailed below.

105.2 Lottery results are not subject to Appeals.

105.3 **Lottery Procedure -**

A. Opening and Announcement of Lottery Information –

1. Notice of the date, time, and location at which Applications will be accepted shall be published as a "Legal Notice" in a newspaper of general circulation in the Silverton Standard at least twenty-one (21) days prior to the close of an Application Period, through Town of Silverton and Silverton Housing Authority communication channels, and on the Silverton Housing Authority website.
2. Applications and information shall be available online on the Silverton Housing Authority website concurrent with the publication of the Legal Notice.

B. Lottery Application Requirements -

1. Qualified Households interested in purchasing or renting a Housing Unit must submit a complete Application to SHA within the Application Period. No late or incomplete Applications will be accepted. Previous and upcoming Application Periods will be posted on the SHA website.
2. Applicant must submit, but not limited to, the following items per Application instructions by the published deadline:
 - i. if applying for ownership: a mortgage pre-qualification letter that considers income from all Household members over eighteen (18) years of age;
 - ii. a sworn statement including without limitation the following certifications:
 - a. the facts contained in the application are true and correct to the best of the Applicant's knowledge; and

- b. the Applicant has been given the standard Application information packet by SHA Staff; and
 - c. the Applicant, on the basis of the application presented, believes that they Applicant Household qualifies to own or occupy the Housing Unit in question according to the Deed Restriction, these Guidelines, the governing Housing Program and all other applicable procedures, rules, and regulations;
3. Applications submitted without the requisite submissions from each member of the Applicant Household will be deemed incomplete and will render the entire Household ineligible for the Lottery.
4. SHA Staff shall only accept Lottery Applications during the Application Period and by the method specified in the Legal Notice. If submission of Application is permitted by mail to PO 250 Silverton, CO 81433, mailed Applications are considered received in the proper Application Period if postmarked at least two (2) days prior to the last day of the Application Period and received within two (2) business days after the application period closes. SHA is not responsible for delays in the delivery of mail. Incomplete or late Applications will not be processed for Qualification and will render the entire Household ineligible for the Lottery.
5. After Application Period has ended, SHA Staff shall review all complete Applications timely received and inform the Applicant Household of its Qualification status for the Lottery no later than fourteen (14) days after the closure of the Application Period.
6. Exceptions shall be requested with the submittal of the Applicant's Application, following the Exception Procedure in [Section 109.2](#).
7. Appeals and Grievances for Qualification Status must be submitted following the Appeal Procedure in [Section 109.3](#) and Grievance Procedure in [Section 109.4](#). Appeals and Grievances must be submitted in writing to SHA within twenty (20) calendar days of the decision or determination being appealed.

C. Weighted Lottery Process –

1. **Entering the Lottery:** After the end of the Application Period, notification of Qualification status has been communicated to Applicants per 105.3.B.6.5., and completion of Appeal hearings, if any, a list of Qualified Households will be assigned a Lottery entries. **Each Qualified Household will receive one (1) Lottery entry.** Priority Entries are assigned as additional entries as explained in [Section 105.7 Priority Entry Matrix](#).

2. Once an Applicant's name is drawn, if any further instances of that Applicant's name drawn are recorded but ignored in establishing the order of Applicants. Once all Applicant names have been drawn once, the drawing shall conclude, and the remaining entries may be discarded. The order in which Applicant names are drawn in the lottery will determine the order in which Applicants are contacted to purchase the Housing Units offered in the Lottery.
3. Lottery results are emailed to Applicants no later than fourteen (14) days after the Lottery drawing. SHA Staff will contact Applicants in Lottery rank order.
4. **Organization of the Lottery Result List** - The Lottery Result List will be maintained in accordance with the following guidelines:
 - i. The Application will be a permanent file;
 - ii. All applications will be maintained in order of the Lottery Results;
 - iii. Any contacts between SHA Staff and the Applicant will be documented in the Applicant file.
5. When a Household appears to be within three (3) months of being offered a Unit, the Household will be directed to complete and submit verification documents. SHA Staff are required to calculate the Income Level of the Lottery ranked Applicants prior to Sale or occupancy of Housing Unit. Failure to meet the Income-Level required for the Housing Unit as verified by SHA Staff or provide complete, timely, and accurate financial information, the Applicant will be removed from the program and the next-ranked Household will move up the Lottery ranking.

Commented [AC14]: BOARD:

Lottery Drawing Options:

1. Generated through random.org (San Francisco uses this platform, SJDA used it in the [December 2023 Lottery](#)), \$5 fee per drawing.

2. Lottery conducted at a Public SHA Meeting by having an "independent San Juan County resident with no direct stake in the lottery outcome" draw names. (Telluride's method). Drawer will certify and post lottery drawing results as soon as practically possible after the drawing.

Something to consider: Should Applicant names be anonymized? If we use actual names, we need to come up with a procedure if someone exercises their Violence Against Women Act rights (heightened privacy measures).

Commented [AC15]: Clayton - Can Lottery Results be Appealed?

Commented [CB16R15]: I think it is up to us. Applicants can file a lawsuit if they so choose, but I do not recommend adding our own avenue of appeal for the lottery.

Section 106: OWNERSHIP, USE, OCCUPANCY

The primary intent of Affordable Housing Programs is to provide decent, Affordable Housing for local residents. Deed Restrictions on Affordable Housing Units require that the home be Owner-Occupied as a Primary Residence for the owner. Deed Restrictions may allow for a Qualified non-owner, a Tenant, to fulfill the Primary Residence requirement of the home.

106.1 Ownership Standards – Affordable Housing Units for Ownership according to these Guidelines and the Unit's Deed Restriction require the Unit to serve as the Primary Residence of the Qualified Owner, or in some circumstances stated in [Section 106.2](#), a Qualified Tenant.

A. Continuing Residency Standard – Qualified Households must occupy their Housing Unit for at least eight (8) of every twelve (12) months on a rolling twelve (12) month basis.

1. **Leave of Absence** - Households who will not occupy their Housing Unit for any period in excess of four (4) months must apply for a Leave of Absence as follows:
 - i. Leaves of Absence for a period of one (1) year or less will be considered and may be approved or denied by SHA Staff as an Administrative Exception pursuant to [Section 109.5](#).
 - ii. Leaves of Absence for any period of time longer than one (1) year, and any extension to a Leave of Absence previously granted by SHA Staff, must be granted by the SHA Board of Directors through the Exception Process in [Section 109.1](#).
 - iii. Leaves of Absences will not be granted for periods in excess of two (2) years at a time.
2. Leaves of Absence will be conditioned upon rental of the Housing Unit during the absence to a Qualified Household at the established Maximum Rental Rate or a rate established by the SHA Board following the [Rental Procedure in Section 106.2](#).
3. Applications for a Leave of Absence must provide clear and convincing evidence showing both a bona fide reason or leaving and a commitment to re-occupy the Housing Unit.

106.2 Rental Procedure: In cases where rental of an entire Housing Unit is permitted or required, the following applies:

A. Tenant Households –

1. SHA Staff must certify the Qualification of a Tenant prior to the occupancy and/or the signing of a lease. Tenants must meet the Household Qualification Standards of the Unit in question prior to the execution of a lease.
2. Tenants must meet the Household Qualification Standards upon each lease renewal.

3. Tenants must use the Unit as their Primary Residence throughout the entirety of the lease agreement.

B. Landlords –

1. Landlords must obtain certification of Qualification of all Tenants from SHA Staff prior to execution of a lease with the Tenants and prior to the occupancy by Tenants.
2. Landlords must execute a written lease with Tenants and must provide a copy of the lease to SHA within five (5) working days of execution.
3. Landlords are subject to a penalty for each day of Tenant's occupancy without proof of Qualification, and for each day late submitting an executed lease to SHA (see Appendix D).

C. Leases – Occupancy of a Housing Unit by any person other than a Qualified Owner must be a Qualified Household and must be memorialized by a written lease.

1. Leases must include:
 - i. Reference to applicable provisions of the Deed Restriction including without limitation restrictions on rental rates (see Appendix B);
 - ii. A provision stating that it is a material violation of the lease for the Tenant Household to fail to meet or maintain the Qualification Standards and Continuing Residency Standard. Landlords shall promptly enforce this material term of the lease, including initiating an action of Forcible Entry and Detainer when appropriate. Notice of lease violation and/or termination shall follow all requirements of the Colorado Forcible Entry and Detainer Statues, C.R.S. § 13-40-101, et. seq. as may be amended.
 - iii. A provision stating that the landlord must deliver written notice to Tenants and to SHA a minimum of thirty (30) days prior to lease expiration should Landlord choose not to renew the lease.
 - iv. A provision stating that no subleases are permitted.

Commented [CB17]: Add a paragraph iv. "No Subleases Permitted"

2. Leases shall not include:
 - i. A provision stating that the Tenant maintain employment with the Landlord or any other specified person or business as a material

term of the lease. This prohibition does not preclude landlord from nonrenewing a lease upon expiration, subject to the noticing requirements for nonrenewal as set forth in Section 106.2.C.3.iii, or terminating the lease for other reasons or no reason provided all requirements for notice of the same have been met pursuant to C.R.S. § 13-40-101, *et. seq.* as may be amended.

Commented [AC18]: Clayton - how will this apply to units that are possibly designated for Town staff?

Commented [CB19R18]: I do not understand this exclusion.

ii. Any provision which would contradict these Guidelines.

3. The lease term must be a minimum of six (6) months and may not exceed twenty-four (24) months.
4. Copies of the executed lease must be filed with SHA within five (5) working days of execution. Late fees will be enforced according to Appendix D.
5. **Lease Renewal** - At lease renewal the Maximum Rental Rate (See Appendix B) will be adjusted up or down to comply with the current Guidelines.

Section 107: INITIAL SALE AND RESALE OF UNITS

107.1 Initial Sale – The initial sale of all Housing Units must occur in accordance with the applicable Lottery or other Applicant selection procedures as determined by the SHA or Town and may vary depending on the specific Housing Program under which the Housing Units were created.

107.2 Resale – Sellers are required to consult with SHA Staff prior to offering a Housing Unit for Sale for the purpose of obtaining the most current information about the applicable Guidelines and processes, and to verify to Maximum Sale Price and other applicable provisions of the Deed Restriction affecting the Sale.

107.3 Resale Procedures – Unless otherwise limited or required by the Deed Restriction or the governing Housing Program, options for selling Housing Units are as follows:

A. SHA Ownership Lottery per Section 105:

1. If a SHA Ownership Lottery is unsuccessful for the resale of a Unit, Direct Sale or listing with a real estate broker licensed to do business in the State of Colorado provided that:
 - i. the chosen buyer is a Qualified Owner approved by SHA prior to closing; and

- ii. seller's real estate commissions are borne exclusively by the seller and are not passed on to the buyer.

107.4 Maximum Sale Price – The Maximum Sale Price of a Housing Unit is calculated by SHA Staff according to the Housing Unit's Deed Restriction. In no case shall a Housing Unit be sold for more than the Maximum Sale Price. The contracted sale price shall be the only exchange of value between parties to any Sale, and buyer and seller must execute a sworn statement affirming that the contracted sale price is the only exchange of value in the Sale. Any exchange of value outside the contracted sale price shall invalidate the Sale and may result in additional civil and criminal penalties.

A. Minimum Standards for Maximum Sale Price- The Owner, buyer and SHA must work together in addressing the repairs necessary to bring a Housing Unit to Minimum Standards for Maximum Resale Price. The Minimum Standards for a Sale at Maximum Resale Price include but are not limited to:

- Clean, odor-free interior;
- Carpets professionally steamed within seven (7) days prior to closing, and is less than seven (7) years old;
- Appliances present, clean and in good working order;
- Surface scratches, marks, holes in doors, floors, walls, woodwork, cabinets, countertops, other than normal wear and tear, repaired;
- Walls in good repair and paint-ready;
- Windows and window locks in good repair, and broken panes replaced;
- Window screens in place and in good repair;
- Doors and door locks in good repair and working keys for all locks;
- Light Fixtures, outlets, switches secure and in working order;
- No apparent plumbing leaks;
- Tile grout in good repair, mold free and clean;
- No apparent roof leaks (if home is single family); and
- No apparent safety hazards.

B. Mitigation of Repairs – SHA Staff will perform a limited cursory inspection to assess Minimum Standards only. This inspection is not a substitute for a professional inspection, and SHA strongly encourages all buyers to obtain a professional inspection which may detect health and safety issues and reveal unpermitted or defective work on the Housing Unit. If SHA Staff determines that the Housing Unit does not meet Minimum Standards for

Maximum Sale Price, or if a professional inspection reveals health and safety issues needing to be addressed:

1. The seller must completed identified repairs to meet Minimum Standards prior to closing; or
 2. The buyer must agree in writing to complete the identified repairs by a date certain, with one of the following documented at closing:
 - i. A reduction in sales price to cover the cost of repairs; or
 - ii. A credit from seller to buyer sufficient to cover the cost of repairs; or
 - iii. Funds placed in escrow by seller in an amount sufficient to ensure satisfactory repairs, the balance of which will be returned to the seller after verified completion of repairs.
- C. To be considered in the calculation of the Maximum Sale Price, Permitted Capital Improvements must be pre-approved by SHA Staff or the SHA Board as appropriate (see [Appendix E](#)).

107.5 Disclosure of Relevant Contracts and Information – Both buyer and seller of any Housing Unit must sign a release allowing SHA to obtain copies of all documents relevant to the Sale and must disclose all relevant information known to them. All financial information will remain confidential except as noted in [Section 104.4](#).

- A. Relevant documents include without limitation:
1. The sales contract for the Housing Unit;
 2. the buyer's application for financing and related documentation; and
 3. title and escrow documents related to the Sale.
- B. If applicable, sellers must inform buyers of any proposed or pending increases in homeowners' association dues, as well as any proposed or pending assessments.

107.6 Notification Required- Written notice to SHA of any pending change in financing or ownership interest in a Housing Unit is required, including, but not limited to a refinance, or an ownership change as might happen in a divorce proceeding or in the event of a death of an Owner. Failure to timely notify SHA is considered a material breach of the Deed Restriction and a violation of the

Guidelines and is subject to a Notification Required Penalty for each day the failure to notify persists.

- A. A Notice of Intent to Sell a Housing Unit must be submitted to the SHA at least sixty (60) days prior to the Sale on notice forms available from the SHA.
- B. Notice of any Transfer or change in ownership interest in a Housing Unit must be given at least thirty (30) days after the change in ownership interest, and will require execution and recording of a new Deed Restriction concurrent with the Transfer or change, and may require execution and recording of a new Option to Purchase.
- C. Notice of financing or refinancing of a Housing Unit must be given at least thirty (30) days prior to the closing of the loan, and may necessitate execution and recording of a new Option to Purchase and Deed Restriction at closing.

107.7 Independent Legal Counsel – All sellers and buyer of Housing Units are advised to consult independent legal counsel at their own expense regarding the examination of title and all contracts, agreements, restrictions, and title documents.

107.9 Title Company – Title documents involved in the closing of Housing Units are unique and technical, and buyers are advised to use title companies and escrow agents experienced in such Sales. Mistakes in closing documents are easily made and difficult to correct. Sellers must authorize SHA to review the conveyance documents prior to closing, however SHA shall not be responsible for any mistakes contained therein.

107.10 Deed Restrictions – SHA Staff in coordination with SHA legal counsel shall prepare Deed Restrictions and Options to Purchase pursuant to [Section 108](#).

107.11 Ownership Lottery Procedure – All Sales and resale of Housing Units are subject to the SHA Ownership Lottery Procedure as described in [Section 105.3](#).

Section 108: DEED RESTRICTIONS

108.1 A Deed Restriction must be executed prior to and recorded concurrent with each Sale, change in ownership, or transfer in ownership of a Housing Unit, and may be necessary for any refinance, finance, or transfer by other means. Original executed and recorded Deed Restrictions are retained by SHA. Provisions

herein regarding the form of Deed Restrictions cover some but not all significant policies. Sellers and buyers are advised to consult these Guidelines and the Deed Restriction for the Housing Unit recorded with the San Juan County Clerk and Recorder which is the principal controlling document to ascertain specific provisions governing the Housing Unit.

108.2 Deed Restrictions shall specify:

- A. The Original Purchase Price ("OPP"). Each Sale of a Housing Unit generates a new OPP. Transfer in ownership by other means or refinance of a Housing Unit does not necessarily change the OPP.
- B. The Maximum Rental Rate. If applicable and not otherwise governed by these Guidelines, the Maximum Rental Rate shall be stated including provisions for any increases.
- C. The designated Income Eligibility Level, if applicable.
- D. The following method of calculating the Maximum Sale Price ("MSP") if applicable:
 1. An increase of the OPP of three percent (3%) per year from the date of purchase to the date of Owner's Notice Intent to Sell (compounded annually and prorated at the rate of .25 percent (0.25%) per each whole month of any part of a year);
 2. PLUS, the costs of Permitted Capital Improvements, not to exceed five percent (5%) of the OPP provided that:
 - i. Improvements are approved by SHA Staff prior to the commencement of any work or installation, as explained in Appendix E;
 - ii. Proof of homeowners' association approval, if applicable, is provided to SHA prior to commencement of work;
 - iii. Improvements are property permitted and inspected by the Town Building Official if applicable; and
 - iv. Paid invoices and documentation of improvements are submitted to SHA upon completion.
 3. PLUS, the costs of Permitted Capital Improvements exceeding five percent (5%) of the OPP provided that the improvements have been pre-approved by the SHA Board or Subcommittee through the Exception Procedure in Section 109.2. In no case shall Permitted Capital

Improvements exceed ten percent (10%) of the OPP. The impact of Exception requests and of any previously approved Maximum Sale Price increased to the Housing Unit will be assessed by SHA when considering any Exception under this Section to ensure continued affordability for Households with respect to this Housing Unit's targeted Income Eligibility Level;

4. LESS the depreciation on Permitted Capital Improvements pursuant to the Marshall & Swift Depreciation Guidelines;
 5. PLUS, any other costs allowed by SHA or Town pursuant to policies in effect on the date of the Notice of Intent to Sell.
- E. A statement indicating that SHA does not guarantee an Owner's ability to sell a Housing Unit for its Maximum Sale Price or rent a Housing Unit for its Maximum Rental Rate as applicable.
1. The requirements for use of a portion of Housing Unit for an office of a Home Occupation as defined in the Land Use Code, as amended, or its successor document, is provided to SHA if applicable;
 2. Homeowners' association approval of the office or Home Occupation is filed with SHA if applicable;
 3. That the business holds a current Town of Silverton business license; and
 4. That the business holds current Town of Silverton sales and excise tax licenses and timely reports and remits such taxes if applicable.

108.3 Violation of covenants, conditions or terms of the Deed Restriction shall also be a violation of these Guidelines whether or not a corollary provision exists.

108.4 Deed Restrictions shall include a provision requiring, at SHA's option, conveyance of an interest in the Housing Unit to SHA (or similar agency acceptable to SHA) meeting the requirements of C.R.S. § 38-12-301 for rent control. SHA may in its sole discretion accept or reject any proposed conveyance of interest pursuant to this Section, and may designate and require conveyance of which interest is best suited to maintain this purpose of rent control under these Guidelines. Such interest may include without limitation:

- A. A fractional undivided ownership or trustee interest in the Housing Unit provided that SHA is indemnified against any and all liability by reason of its interest in the Housing Unit including any and all tax obligations; or

B. A lease to SHA of the Housing Unit with authorization to SHA to sublet pursuant to these Guidelines, provided that SHA assumes no liability by reason thereof.

108.5 An Option to Purchase shall be granted by the lender to SHA and/or the Town to redeem the Housing Unit in the event of default by purchasing the unit from the holder of the trustee's deed at the redemption price plus reasonable costs of the holder.

108.6 The Deed Restriction shall be binding on all Owners, successors and assigns including any holder of a deed in lieu of foreclosure.

108.7 The Deed Restriction, Option to Purchase, and any amendments thereto must be recorded in the property records of San Juan County. The original executed and recorded documents must be returned to and retained by the SHA.

108.8 Deed Restrictions may not be transferred off a Housing Unit unless permitted by the governing Housing Program. Transfers require the express consent of the SHA Board which must find that the General Affordable Housing Program Goals are met by such Transfer, and such Transfer promotes the provision of Affordable Housing.

108.9 No modification or amendment to the Deed Restriction shall be effective unless agreed to in writing by SHA and any other beneficiary.

108.10 **Deed Monitoring** - To verify compliance with Deed Restrictions and these Guidelines, SHA will conduct regular Compliance Checks, and may initiate Compliance Checks to investigate complaints or reports of non-compliance. Households must submit all necessary paperwork to verify that they remain in compliance with the Deed Restrictions within twenty-one (21) days of a written notice of Compliance Check or a penalty will be assessed (see Appendix D). It shall be the burden of the Household to provide all required information for compliance, and any missing or incomplete information or documentation, or information that cannot be verified, shall be construed against the Household and may be grounds for a finding of non-compliance.

108.11 Deed Restrictions shall include a provision requiring Owners to maintain Homeowner's Insurance, pursuant to Section 110.8: Obligation to Maintain Homeowner's Insurance.

Section 109: EXCEPTIONS, APPEALS AND GRIEVANCES & REASONABLE ACCOMMODATION

109.1 Definitions

A. **Exceptions** – Except as otherwise prohibited herein, a request for an Exception to provisions of these Guidelines may be appropriate when an

Applicant understands and acknowledges the requirements of the Guidelines and believes that there exists a legitimate and compelling reason why they should be exempt from or allowed a modification to the requirements.

1. Exceptions to the Guidelines may be granted on a case-by-case basis, provided the reviewing body finds that granting such Exception promotes the provision of Affordable Housing and supports Section 102: General Affordable Housing Program Goals.
 2. The Section 109.2 Exception Procedure is also the procedure used when approval by SHA is required for any Affordable Housing matter governed by the Land Use Code, unless different standards for approval are provided elsewhere in the Land Use Code.
- B. **Appeals** – An appeal is appropriate when an Applicant understands and acknowledges the requirements of these Guidelines and believes that provisions of the Guidelines have been applied incorrectly by SHA Staff, the SHA Subcommittee, or the SHA Board.
- C. **Grievances** – A Grievance is any dispute that any person may have with the SHA regarding an action or failure to act in accordance with the individual's rights, duties, welfare, or status. A Grievance may be presented directly to the SHA Board under the procedures in Section 109.4.

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109.2 Exception Procedure

- A. Exception requests must be submitted in writing to SHA on forms available from SHA. Complete Exceptions applications include:
1. The name, mailing and email address, and telephone number of the Applicant(s) and of Applicant's representative, if applicable;
 2. A narrative:
 - i. identifying the specific provision(s) or requirement(s) for which the Exception is being requested;
 - ii. detailing the particular ground(s) upon which the Exception is based;
 - iii. describing the action or remedy requested; and
 - iv. addressing the Standards for Review of Exception Applications as set forth in Section 109.2.C applicable to the requested action or remedy.

3. The Exception fee (See [Appendix D](#)).

B. Process – All requests for Exceptions will be reviewed by [SHA Staff](#) for completeness and addressed administratively pursuant to [Section 109.5](#).

1. Exceptions forwarded to the [SHA Board](#) will be heard at the next regularly scheduled meeting, unless not possible due to noticing requirements.
2. Prior to [SHA Subcommittee](#) consideration, [SHA Staff](#) will prepare and distribute to the [SHA Subcommittee](#) and [Applicant\(s\)](#) a written report analyzing anticipated impacts of the Exception and will include said report in meeting materials for the public hearing. [SHA Staff](#) may include a recommendation to [SHA Subcommittee](#) based on these impacts.
3. Following a hearing by [SHA Subcommittee](#), the [SHA Subcommittee](#) decision may be appealed to the [SHA Board](#) pursuant to [Section 109.2](#) Appeals Procedure.

C. Standards for Review of Exception Applications – Applicants seeking an Exception must demonstrate to the satisfaction of the reviewing body that granting the Exception would:

1. meet [General Affordable Housing Program Goals](#); and
2. meet one or more of the following additional review standards:
 - i. Promotes greater affordability by:
 - a. decreasing the long-term operating and maintenance costs of the [Housing Unit](#) in question;
 - b. enabling the [Applicant](#) to take advantage of a financing opportunity that would not otherwise be available; or
 - c. protecting the long-term affordability of the [Housing Unit](#) through price control or other means.
 - ii. Demonstrates or recognizes the long-term commitment of the [Applicant](#) to residency, employment, and community involvement within the Town of Silverton Town Limits;
 - iii. Provides housing for a critical community need;
 - iv. Increases square footage or increases livability or durability in materials, finishes, [Fixtures](#) or appliances (which do not include

Luxury Items or items which significantly exceed standards set in recent SHA constructed Housing Units);

- v. Creates living space for additional member of the Household without compromising the affordability for the Housing Unit's targeted Income Eligibility Level;
- vi. Enables the Qualified Household to own and occupy a Housing Unit more suitable to the Household's needs;
- vii. Furthers currently adopted Town of Silverton Goals and Objectives related to Affordable Housing; or
- viii. Enables the Qualified Household to respond to life circumstances that arise beyond the reasonable control of the Household (such as the need to care for a retired or Disabled Household member).

D. Exceptions shall not be granted:

1. for any provision of these Guidelines if an Applicant is under a Notice of Violation;
2. for income to exceed the Income Eligibility Level limit for Transfer, purchase or rental of a Housing Unit, or for exclusion from income to exceed ten-thousand dollars (\$10,000) pursuant to Section 103.2C.4.
3. for an unqualified co-borrower or co-signor unless title is vested 100% in the Qualified Household;
4. for Permitted Capital Improvements in excess of five percent (5%) of OPP, if commencement of any work or installation has already begun or is complete; or
5. to increase the total debt secured by a Housing Unit in excess of the OPP.

E. Encouraged are Exception requests for:

1. The requirement that a Housing Unit sell by Lottery if:
 - i. the Qualified Owners of two (2) different Housing Units with to sell to one another resulting in more appropriate housing for both Owners, for example, due to changes in Household size (i.e. a Housing Unit swap);

- ii. a Qualified Owner wishes to convey to their child their Housing Unit which would otherwise be required to sell by Lottery, provided that the child's Household has been certified by SHA as a Qualified Owner for the Housing Unit; or
- iii. a Qualified Owner of a Housing Unit identifies another Housing unit due to be sold by Lottery better suited to their needs provided that the such buyer:
 - a. is deemed a Qualified Owner for purchase of the Housing Unit better suited to their needs; and
 - b. agrees in turn to sell their current Housing Unit by Lottery.
- iv. Guideline requirements not otherwise prohibited for an Exception that might facilitate creative solutions for the development of additional or improvement of existing Affordable Housing, or the advancement of the Town's Affordable Housing goals.

109.3 Appeal Procedure

- A. Appeals must be submitted in writing to SHA on forms available from SHA within twenty (20) calendar days of the decision or determination being appealed and must include:
 - 1. The name, mailing and email address, and telephone number of the appellant(s) and of appellant's representative, if applicable;
 - 2. A narrative:
 - i. identifying the specific determination being appealed;
 - ii. establishing the particular ground(s) upon which the appeal is based; and
 - iii. describing the action or remedy requested; and
 - 3. The Appeal fee (See Appendix D).
- B. **Process** – Appeal applications will be reviewed by SHA Staff for completeness and complete submissions will be forwarded to either the SHA Subcommittee or the SHA Board, as appropriate.
 - 1. **If an appeal concerns a matter that has not yet been reviewed** by the SHA Subcommittee (e.g. a SHA Staff determination), the appeal shall be heard by the SHA Subcommittee. Determinations by the SHA

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Subcommittee may be timely appealed to the SHA Board, and if not timely appealed, shall become binding under Section 109.3B.7.

2. **If an appeal concerns a matter that has already been considered and ruled** upon by the SHA Subcommittee (e.g. an Exception or an appeal determination by the SHA Subcommittee), the appeal shall be heard by the SHA Board. Determinations by the SHA Board shall be final and binding under Section 109.3B.7.
3. Appeals shall be heard at the next regularly scheduled meeting following the submittal of a complete application unless noticing requirements cannot be met or additional time is required to prepare an appeal record. In such cases, the appeal shall be heard as soon thereafter possible.
4. Hearings shall be fair and provide for the basic safeguards of due process, including notice and an opportunity to be heard in a timely, and reasonable manner.
5. The opportunity to examine all relevant documents, records, and regulations must be accommodated. Any document not made available after written request may be relied upon at the hearing. Parties to an appeal have the right to be represented by counsel at their own expense.
6. Hearing shall be conducted by a "Hearing Officer" who shall be a designated member of the SHA Subcommittee or SHA Board as appropriate.
 - i. In the event a party fails to appear at the hearing, the hearing body may make a determination to continue the hearing, or a determination based upon the evidence submitted.
 - ii. The hearing shall be recorded and oral or documentary evidence may be received without strict compliance with the Colorado Rules of Evidence.
 - iii. The right to cross-examine shall be at the discretion of the Hearing Officer and may be regulated as the Hearing Officer deems necessary for a fair hearing.
7. **Binding Determination** - The SHA Board or SHA Subcommittee, as appropriate, shall provide a final determination with findings to support the determination. Unless timely appealed, the determination shall be binding, and the SHA shall take all actions necessary to carry out or enforce the decision.

109.4 Grievance Procedure

A. Grievances must be submitted in writing to SHA and must include:

1. The name, mailing and email address, and telephone number of the complainant(s) and of complainant's representative, if applicable;
2. The particular ground(s) upon which the grievance is based;
3. The action or remedy requested; and
3. The Grievance fee (See [Appendix D](#)).

B. Process – The hearing process shall be as presented in [Section 109.3B](#).

109.5 Administrative Exceptions- The SHA Board and SHA Subcommittee grants SHA Staff the authority to approve specific Exceptions, with or without conditions as deemed appropriate by SHA Staff, to be noticed on the Consent Calendar at the SHA Regular Meeting immediately following SHA Staff approval. SHA Staff, in making its decision, shall follow all procedures and apply all criteria set forth in [Section 109.2](#), and may refer a matter to the SHA Subcommittee if, in SHA Staff sole discretion, deemed more appropriate. Administrative Exceptions are authorized for:

- A. Approval of Exceptions for use of a co-borrower or co-signer for unconventional lending after Town legal counsel review of documents to be recorded pursuant to [Section 110.7](#).
- B. Approval of Exceptions for Leaves of Absences for a period of one (1) year or less pursuant to [Section 106.1A.1](#).

109.6 Reasonable Accommodation

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the SHA Housing Programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with the Disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This section clarifies how to request accommodation and the procedure SHA will follow in determining whether it is reasonable to provide a requested accommodation. Because Disabilities are not always apparent, SHA will ensure that all Applicants and tenants are aware of the opportunity to request Reasonable Accommodations.

A. Communications – Notifications of Compliance Checks, inspection, appointment, or eviction will include information about requesting a

Reasonable Accommodation. Any notification requesting action by the Applicant, Tenant, or Owner will include information about requesting a Reasonable Accommodation. Any decision denying a request of a Reasonable Accommodation will be in writing and will include instructions on how to request an Appeal of the decision.

B. Consideration of Granting the Accommodation:

1. Is the requestor a person with disabilities? The Fair Housing definition used for this purpose is:

“A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment (The disability may not be apparent to others).” - 42 US Code 12101.

If the disability is apparent or already documented, the answer to this question is yes. If the disability is not apparent or documented, SHA will obtain reasonable verification that the person is a person with a disability. Verification shall not include requests for medical records or require an individual to disclose a diagnosis.

2. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, SHA will obtain documentation that the requested accommodation is needed due to the disability. SHA Will not inquire as to the nature of the disability.
3. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
 - i. Would the accommodation constitute a fundamental alteration? SHA's business is housing. If the request would alter the fundamental business that SHA conducts, that would not be reasonable.
 - ii. Would the requested accommodation create an undue financial hardship or administrative burden? If the cost would be an undue burden, SHA may request meeting with the individual to investigate and consider equally effective alternatives.
4. Generally, the individual knows best what it is they need; however, SHA retains the right to be shown how the requested accommodation enables the individual to access or use SHA's programs or services.

If more than one accommodation is equally effective in providing access to SHA's programs or services, SHA retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests will be borne by SHA if there is no one else willing to pay for the modifications.

If the tenant requests as a Reasonable Accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

Section 110: LENDERS, LOANS AND INSURANCE

- 110.1 Purpose** – This Section is intended to facilitate the financing of Housing Units while meeting the following goals:
- A. Protect the public investment and regulatory integrity of the Town's overall Affordable Housing Programs in the short and long term.
 - B. Minimize financial and other risks to the Town's overall Affordable Housing Program by prohibiting excessive debt or other obligations from being secured by Housing Units.
 - C. Minimize the financial risk to Owners of Housing Units.
 - D. Increase the potential financing opportunities for Applicants and Owners.
- 110.2 Lenders and Mortgages** – Borrowers are restricted to either conventional or governmental guaranteed mortgages with a fixed rate from commercial banking and lending institutions authorized to engage in mortgage lending practices in the State of Colorado. All other mortgages will require an Exception prior to purchase of a Housing Unit (see Section 109.2).
- 110.3 Notification Required** – Notification to SHA as set forth in Section 107.6 is required for any changes in financing or ownership of a Housing Unit. An Owner failing to notify SHA is subject to a Notification Required Penalty for each day the failure to notify persists (see Appendix D), and such violation is grounds for loss of Qualification status for the entire Household.
- 110.4 Option to Purchase** – Lenders who are beneficiaries of any Deed of Trust executed in connection with the Sale of a Housing Unit must sign an Option to Purchase acknowledging the provisions of the Deed Restriction and granting a right to the Town or the SHA to purchase the Housing Unit in a foreclosure.

- 110.5 Total Debt** - Owners shall not incur debt, judgments, liens or other obligations secured by the Housing Unit and in no event shall any obligation secured by the Housing Unit.
- 110.6 Refinance** – Owners must notify the SHA immediately when refinance of a mortgage is anticipated and must fully cooperate in securing the required signatures for a new Option to Purchase and also for a new Deed Restriction if required. Owners must also verify that their Household remains a Qualified Household prior to closing on a refinance. An Owner failing to timely notify the SHA is subject to a Notification Required Penalty for each day the failure to notify persists (see Appendix D), and such violation is grounds for loss of Qualification status for the entire Household (see Section 107.6).
- 110.7 Co-borrower of Co-signer** - Co-borrowers or co-signers who are not part of the Qualified Household must be approved through the Administrative Exception Procedure (see Section 109.5). Approved co-borrowers and co-signors must execute a separate agreement requiring Sale of the Housing Unit in the event the Qualified Owner becomes unqualified, is in default under its Deed Restriction or the Guidelines, or is otherwise required to sell the Housing Unit. Co-signors and co-borrowers may not occupy the Housing Unit unless Qualified by the SHA.
- 110.8 Obligation to Maintain Homeowner's Insurance** - The cost to build Affordable Housing Units is often greater than the sales price due to the use of public and private subsidies. Because of this, Owners shall maintain at all times full replacement cost coverage for the Housing Unit through an insurance provider licensed with and compliant with the Colorado Department of Regulatory Agencies which will repair or replace the Housing Unit in the event of damage or destruction. Owners are encouraged to verify whether coverage under any applicable master condominium insurance policy is sufficient to meet this requirement. Failure to maintain adequate homeowner's insurance shall be considered a violation of these Guidelines and material breach of the Deed Restriction.

Section 111: GENERAL MISCELLANEOUS PROVISIONS

111.1 Legislative History - Silverton Affordable Housing Guidelines adopted XX/XX/XXXX.

The history of the amended, consolidated and reenacted Guidelines is as follows:

[Future amendments, consolidated and reenacted Guidelines will be listed here].

- 111.2 Amendments** – These Guidelines shall be reviewed at least every two (2) years by the SHA Subcommittee and any changes will be recommended to the Town Council and SHA Board for adoption.
- 111.3** Non-administrative amendments to these Guidelines shall be made according to the following procedure:
- A.** Proposed amendments must be presented by SHA Staff to the SHA Subcommittee for consideration and recommendation to the Town Council and SHA Board. The SHA Subcommittee must consider such amendments in a timely manner and if recommending adoption, must report to the Town Council and the SHA Board its findings.
 - B.** The Town Council and the SHA Board shall timely consider the SHA Subcommittee’s findings and recommendations at a public hearing, and must adopt, adopt with amendments, or deny any proposed amendments at such hearing. Amendments shall be adopted by written resolution(s) of the SHA Board and Town Council.
- 111.4** Updates to the Area Median Income, Initial Sales Price, and Rental Affordability Standards will be made administratively by SHA Staff annually upon release of HUD updates based on the methodology in place.
- 111.5** Amendments to methodologies used in the calculation of Area Median Incomes, Original Purchase Prices, and Rental Affordability Standards may be requested by the Planning Director, Building Inspector, or SHA Staff and may be approved by the SHA Subcommittee or recommended for consideration of the Town Council and the SHA Board pursuant to Section 111.3.

111.6 - ADMINISTRATIVE PROCEDURES

- A. Reasonable Accommodation-** SHA Staff shall administer these Guidelines and SHA's Affordable Housing Programs in compliance with all reasonable accommodation standards, including without limitation the Americans with Disabilities Act. See Section 109.6 Reasonable Accommodations.
- B. Assignment of Administrative Responsibilities** – The SHA and/or the Town shall have the right to contract with any qualified person or entity for the purpose of administering these Guidelines. The contract for administration shall provide for oversight by the Town, including access to applicable records and the ability to conduct an audit of administrative procedures.

111.7 – Privacy Statement

All personal and financial information provided to SHA will be kept strictly confidential, except as follows:

- A. Signed contracts between the Applicant or Household and SHA or the Town including without limitation Contract to Purchase a Housing Unit, all recorded documents including Deed Restrictions, and any document that would customarily be a matter of public record in the applicable jurisdiction;
- B. The names and Lottery rankings of all Applicants who have participated in any Lottery held per Section 105;
- C. Any record that a court of competent jurisdiction rules must be released under the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.*;
- D. Personal and private information to the extent SHA determines the information is necessary for its deliberation of a request for an Exception or for a Grievance or Appeal at a public hearing, or for consideration during a violation hearing.

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APPENDIX

Appendix A: Area Median Income Eligibility Limits

Area Median Income (AMI) is determined by the US Department of Housing and Urban Development (HUD) "Very Low Income," (50% of the Area Median Income) figures for San Juan County, Colorado, for 1-, 2-, 3-, and 4-person Households. The Colorado Housing and Finance Authority extrapolates the HUD "Very Low Income" figures to Household up to eight (8) persons and to span 20%-160% AMI. SHA uses CHFA Annual Colorado Income Limits and Maximum Rents to govern all Affordable Housing Units subject to these Guidelines. AMI Limits are updated annually in the spring. SHA Staff shall administratively update the tables below as the annual income limits are released by CHFA.

Table 1. San Juan County Area Median Income as of April 8, 2024.

Household Size	30%	40%	50%	60%	80%	100%	120%	130%	140%
1 Person	\$19,800	\$26,400	\$33,000	\$39,600	\$52,800	\$66,000	\$79,200	\$85,800	\$92,400
2 Person	\$22,620	\$30,160	\$37,700	\$45,240	\$60,320	\$75,400	\$90,480	\$98,020	\$105,560
3 Person	\$25,440	\$33,920	\$42,400	\$50,880	\$67,840	\$84,800	\$101,760	\$110,240	\$118,720
4 Person	\$28,260	\$37,680	\$47,100	\$56,520	\$75,360	\$94,200	\$113,040	\$122,460	\$131,880
5 Person	\$30,540	\$40,720	\$50,900	\$61,080	\$81,440	\$101,800	\$122,160	\$132,340	\$142,520
6 Person	\$32,790	\$43,720	\$54,650	\$65,580	\$87,440	\$109,300	\$131,160	\$142,090	\$153,020
7 Person	\$35,070	\$46,760	\$58,450	\$70,140	\$93,520	\$116,900	\$140,280	\$151,970	\$163,660
8 Person	\$37,320	\$49,760	\$62,200	\$74,640	\$99,520	\$124,400	\$149,280	\$161,720	\$174,160

Appendix B: Original Purchase Prices and Maximum Rental Rates

Sale and rental prices are based on affordability by AMI target percentages for San Juan County as adjusted for the number of Bedrooms per unit.

It is generally accepted in the affordable housing field that housing is affordable if either:

1. the total rent and utilities, or
2. the total of mortgage payment, insurance, taxes and HOA dues

is not more than thirty percent (30%) of the Household's Monthly Gross Income. This 30% standard forms the basis for Housing Unit rents and sale prices.

Maximum Affordable Rent Rates in San Juan County 2024.

Payment of utilities is included in the rent rate.

Unit Size	30%	40%	50%	60%	80%	100%	120%	130%	140%
0 Bdrm	\$495	\$660	\$825	\$990	\$1,320	\$1,650	\$1,980	\$2,145	\$2,310
1 Bdrm	\$530	\$707	\$883	\$1,060	\$1,414	\$1,767	\$2,121	\$2,297	\$2,474
2 Bdrm	\$636	\$848	\$1,060	\$1,272	\$1,696	\$2,120	\$2,544	\$2,756	\$2,968
3 Bdrm	\$735	\$980	\$1,225	\$1,470	\$1,960	\$2,450	\$2,940	\$3,185	\$3,430
4 Bdrm	\$819	\$1,093	\$1,366	\$1,639	\$2,186	\$2,732	\$3,279	\$3,552	\$3,825

Original Purchase Price Standards in San Juan County 2024.

(Assumes 6.95% interest and 30-year term limit)

Household Size	Unit Size	80%	100%	120%	140%
1 person	1 BR	\$178,164	\$229,512	\$275,414	\$332,209
2 person	2 BR	\$203,527	\$262,188	\$314,626	\$379,512
3 person	2 BR	\$232,780	\$298,755	\$358,506	\$430,705
4 person	3 BR	\$260,736	\$334,806	\$401,767	\$480,601
5 person	3 BR	\$284,387	\$363,589	\$436,307	\$521,991

Appendix C: Lottery Point System

Priority Definitions:

- A. Vital Workforce:** Any Household with a member employed, or can provide a letter of intent to hire by San Juan County, Town of Silverton, Silverton School, Silverton Medical Rescue, OR any household with a member who has volunteered for Silverton Fire Department or Silverton Medical Rescue a minimum of forty (40) hours a month for twelve (12) of the previous fourteen (14) months immediately prior to Application. Receives three (3) additional entries into the Lottery. *To qualify for Priority entries for Vital Workforce, Applicant's employer must submit a completed Employment Verification Form to the SHA document upload portal before the Application Period Ends.*
- B. Local Workforce:** Currently employed by a business located and licensed in San Juan County. Additional entries are dependent on length of employment seen in Section 104.4. If using a letter of intent to hire for Priority Qualification, verification of employment will be conducted during the final verification check prior to occupancy and/or purchase of a Housing Unit. *To qualify for Priority entries for Local Workforce, Applicant's employer must submit a completed Employment Verification Form to the SHA document upload portal before the Application Period Ends.*
- C. Qualified Disabled or Qualified Retired Resident of San Juan County:** Applicants who are Qualified Retired or Qualified Disabled. Additional entries are dependent on length of residency in San Juan County. *To qualify for the Priority entries for Resident of San Juan County, the applicant must complete the residential history within the online application and show proof of retirement or unemployment.*

Priority Stipulations

A. For two (2) or more applicants per application:

1. Maximum of three (3) additional entries per Application.
2. Residence history for Qualified Retired / Disabled may be applied only to the person in the Household that has lived in San Juan County the longest.

Priority Scoring Matrix

Priority Qualification	Sum of Monthly Employment in Last 5 Years	Additional Entries
<u>Vital Workforce</u>		+3 entries
<u>Local Workforce</u>	24-60 months (2-5 years)	+2 entries
	61+ months (5+ years)	+3 entries
<u>Qualified Retired and Qualified Disabled Residency in San Juan County</u>	24+ months (2+ years)	+ 2 entry

Appendix D: Fee and Penalty Schedule

Fees:

Application Fee	\$25.00
Exception Fee	\$35.00
Appeal Fee	\$35.00
Grievance Fee	\$50.00
Inspection Fee	\$250.00

Penalties:

Compliance Late Penalty	\$20.00/day
Failure to Confirm Tenant Qualification or Submit Tenant Lease	\$20.00/day
Notification Required Penalty	\$20.00/day

Appendix E: Permitted Capital Improvements

SHA does not wish to discourage Owner improvements to Housing Units, but has a strong interest in maintaining the long-term affordability and targeted Income Eligibility Level of each unit and thus cannot allow Owners to recover costs upon Sale for unnecessary or personal-choice driven improvements. In determining whether an improvement is a Permitted Capital Improvement or a Luxury Item, SHA Staff shall consider:

- Whether the improvement is necessary to extend the life of the Housing Unit or preserve the health and safety of occupants;
- The age and condition of the item to be replaced, and whether current condition was caused by normal wear and tear or the negligence of the Owner or any occupant, with useful life and depreciation as determined by the Marshall & Swift depreciation guidelines;
- Whether the improvement will provide increased water or energy efficiency savings;
- Whether the improvement shows a high degree of customization or personal preference, or if the improvement is sufficiently standard or neutral to be acceptable to a subsequent purchaser; and
- Whether allowing a full or partial increase in Maximum Sale Price for the improvement would make the Housing Unit unaffordable for the established Income Eligibility Level.

Some improvements may qualify in part as a Permitted Capital Improvement and in part as a Luxury Item based upon the criteria above, and thus be subject to only partial recovery of depreciable expenses:

Example 1: Replacement of furnace or water heater after it has reached the end of its useful life, regardless of the energy efficiency of the new model – 100% Permitted Capital Improvement.

Example 2: Replacement of furnace or water heater 50% into its useful life with a significantly more energy efficient model – 100% Permitted Capital Improvement.

Example 3: Replacement of laminate kitchen counters with neutral, durable, builder-grade quartz 0-100% Permitted Capital Improvement depending upon age and condition of laminate kitchen counters and current Maximum Sale Price with respect to Income Eligibility Level limit.

Example 4: Replacement of carpet after tenant destroyed it 30% into its useful life – 30% Permitted Capital Improvement.

Example 5: Installation of a built-in microwave where none previously existed – 100% Permitted Capital Improvement.

Example 6: Installation of steam shower – 0% Permitted Capital Improvement.

Unless an emergency warrants immediate action, all improvements desirous of being a Permitted Capital Improvement must be approved by SHA Staff prior to construction or installation. Owners are encouraged to discuss their renovation/replacement plans with SHA Staff so Owners are aware of the limitations that will be placed on cost recovery. Permitted Capital Improvements 0-4.9% of the OPP may be approved by SHA Staff, Permitted Capital Improvements 5-10% of the OPP must be approved by the SHA Subcommittee or Board through an Exception. Permitted Capital Improvements in excess of 10% of the OPP are not prohibited, but are not fully recoverable and will only be added to MSP up to 10% of OPP allowed.

Only the actual out-of-pocket expenses of an Owner may be added to MSP as Permitted Capital Improvement. Fair market labor costs may be authorized to constitute up to fifty percent (50%) of the Permitted Capital Improvements. Grant funds credited towards an improvement are not eligible to be added to MSP.