



RESOLUTION NO. 2025-08

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE TOWN OF SILVERTON
AMENDING THE SILVERTON AFFORDABLE HOUSING GUIDELINES SECTIONS
100-111, 200-207, APPENDIX C, AND INCORPORATING THE ANVIL TOWNHOMES
OWNERSHIP PROGRAM**

WHEREAS, the Housing Authority for the Town of Silverton (“SHA”) is an independent body politic and corporate organized pursuant to C.R.S § 29-4-20; and

WHEREAS, the Silverton Housing Authority Board adopted the Silverton Affordable Housing Guidelines on September 9, 2024; and

WHEREAS, the Silverton Affordable Housing Guidelines authorize the Silverton Housing Authority Board to amend the Guidelines by means of written resolutions; and

WHEREAS, the SHA intends to provide consistent governance of the development of, admission to and ownership of affordable housing units encumbered by Silverton Housing Authority Affordability Covenants; and


**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE
HOUSING AUTHORITY OF THE TOWN OF SILVERTON THAT:**

Section 1. The Board does hereby amend the Silverton Housing Affordable Guidelines to adopt the Anvil Townhomes Ownership Program described in Exhibit B hereto and to amend Sections 100-111, 200-207, and Appendix B.

Section 2. The Board does hereby intend to place Affordability Covenants on the certain real property more particularly described in Exhibit A hereto.

THIS RESOLUTION was approved and adopted the 4th day of August, 2025, by the Housing Authority of the Town of Silverton.

HOUSING AUTHORITY OF THE TOWN OF SILVERTON

A handwritten signature in cursive script, appearing to read "Dayna M. Kranker", written over a horizontal line.

Dayna Kranker, Chairperson

ATTEST:

A handwritten signature in cursive script, appearing to read "Melina Marks", written over a horizontal line.

Melina Marks, Town Clerk (SHA Appointed Secretary)

EXHIBIT A:
Legal Descriptions

Anvil Mountain Subdivision Lot 15

Anvil Mountain Subdivision Lot 16 - A

Anvil Mountain Subdivision Lot 16 - B

Anvil Mountain Subdivision Lot 16 - C

Anvil Mountain Subdivision Lot 16 - D

Anvil Mountain Subdivision Lot 17 - A

Anvil Mountain Subdivision Lot 17 - B

Anvil Mountain Subdivision Lot 17 - C

Anvil Mountain Subdivision Lot 17 - D

EXHIBIT B:

Anvil Townhome Ownership Program – Silverton Affordable Housing Guidelines

SECTION 300: ANVIL TOWNHOME OWNERSHIP PROGRAM

Section 300: PROGRAM DESCRIPTION

The Anvil Townhome Ownership Program governs nine (9) properties in Anvil Subdivision (the “Property,” “Unit,” “Housing Unit,” “Subject Unit”) more particularly described in Exhibit A hereto. The Program Guidelines and associated Affordability Covenants recorded at shall be administered by the Silverton Housing Authority, or its duly authorized assign, which shall have the authority and responsibility to monitor compliance with, and enforce, the use restrictions and other provisions set forth herein.

300.1 Unit Mix

AMI Level	2 Bedroom Townhome	3 Bedroom Townhome	3 Bedroom Townhome Visitable and Sensory Accessible	3 Bedroom Single Family
≤ 80% AMI	3 Units	-		-
≤ 100% AMI	3 Units	1 Unit	1 Unit	-
≤ 125% AMI	-	-		1 Unit

300.2 Subsidy Layers

Applicable Subsidy	≤ 80% AMI Unit	≤ 100% AMI	≤ 125% AMI
DOLA / SJC ≤ 125% AMI	Yes	Yes	Yes
DOH AHOP	Yes	Yes	No
CO Health Foundation	Yes	No	No

*No Federal Funding was applied to this program.

300.3 Affordability Covenants

Property Address	AMI Level	DOH Use Covenant Reception Number (Expiration August 2055)	SHA Affordability Covenant Reception Number (Effective in Perpetuity)
701 Martha Rose Street Unit A	100% *Sensory Accessible & Visitable	xxxxxx	xxxxxx

701 Martha Rose Street Unit B	100%	xxxxxx	xxxxxx
701 Martha Rose Street Unit C	80%	xxxxxx	xxxxxx
701 Martha Rose Street Unit D	100%	xxxxxx	xxxxxx
655 W 5 th Street Unit A	100%	xxxxxx	xxxxxx
655 W 5 th Street Unit B	100%	xxxxxx	xxxxxx
655 W 5 th Street Unit C	80%	xxxxxx	xxxxxx
655 W 5 th Street Unit D	80%	xxxxxx	xxxxxx
645 W 5 th Street	140%	Not applicable	xxxxxx

Section 301: PURPOSE AND APPLICABILITY

- 301.1** The Anvil Townhome Ownership Program governs the Affordable Housing Units herein referred to as the “Anvil Townhomes,” “Housing Unit(s),” “Subject Unit(s),” or “Property(ies)” to protect affordable home ownership opportunities in Silverton. These provisions govern the purchase, use, sale, transfer, assignment, or conveyance of Housing Units subject to this Anvil Townhome Ownership Program.
- 301.2** Application of the provisions herein is established by a resolution of the Silverton Housing Authority.
- 301.3** **Conflict:** In cases where there is conflict between these Provisions and the Town of Silverton Municipal Code, the Municipal Code shall govern. In cases where there is a conflict between these Provisions and the Affordability Covenants the provisions of the Affordability Covenants shall govern. In cases where there is conflict between the Anvil Townhome Ownership Program Provisions and the Silverton Affordable Housing Guidelines, these Anvil Townhome Ownership Program Provisions shall govern.

Section 302: PROGRAM POLICY GOALS

- 302.1** The Anvil Townhome Ownership Program is designed to provide affordable housing opportunities for Households earning less than eighty percent (80%) Area Median Income (AMI), one hundred percent (100%) AMI and one hundred and forty percent (140%) AMI to preserve Silverton’s affordable housing supply.

Section 303: INITIAL QUALIFICATION STANDARDS AND PROCESS

This Section governs the Initial Qualification Standards and Process for Applicants for the Anvil Townhomes Ownership Program.

- 303.1** **Administration of Waitlist Application: Section 504 and other Related Acts**

- A. **Fair Housing** – The 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.
- B. **Limited English Proficiency** – The Anvil Townhome Ownership Program and Application process is be administered in compliance with Colorado and Federal Guidelines. Free interpretation services and translations of vital documents will be provided as needed. Language preference will be identified during the initial contact and application process, and reasonable steps, such as using bilingual staff or interpreters, will ensure effective communication. Applicants and tenants will be informed of their right to these services, and staff shall be trained on LEP requirements. No individual will be excluded or treated unfairly due to limited English proficiency, in line with Title VI of the Civil Rights Act and Executive Order 13166.
- C. **Lawful Presence** - The Anvil Townhome Ownership Program is administered in accordance with C.R.S. § 24-76.5-103. Pursuant to 8 U.S.C. § 1621(d). Lawful presence is not required to determine eligibility for state or local public benefits, including the Anvil Townhomes Ownership Program.
- D. **Reasonable Accommodation** – Applicants may request a reasonable accommodation in accordance with the Americans with Disabilities Act if they require modifications to the Initial Qualification Application process or to the Anvil Townhome Ownership Program in general according to Section 109.6. Requests for accommodation must be submitted to the Silverton Housing Authority Staff before the closure of an Application Period, to review and determine accommodations.

303.2 Initial Qualification Standards – The following standards apply to determine eligibility to apply for the Anvil Townhomes Ownership Program and warrant one (1) entry to the Waitlist Drawing.

- 1. **Income Level Standard** – The Applicant’s Gross Income must be verified by SHA or its designee that it does not exceed the Area Median Income Limit of the Unit being applied for according to Appendix A at the time of Application and the Buyer Approval Process.
 - a. Applicants may request an Exclusion from Income pursuant to Section 103.2.c.4 of the Guidelines.

303.3 Unit Accessibility –

- 1. **Sensory Accessible and Visitable Unit Description “Accessible Unit” and Application Process** – The Anvil Townhome Development has one (1) unit designed for sensory impairment disabilities and visitability, featuring an

accessible route, a no-step entry, wider doorways, and a bathroom that accommodates maneuverability. Priority for the Accessible Unit during the initial Sale and Resale will be given to individuals with disabilities who require adaptations that meet the Bonus Entry Qualification Standards. The Program Application includes an accessibility needs assessment to determine qualification for the Bonus Entry for the Accessible Unit.

303.4 Bonus Entry Qualification Standards – The following Qualification Standards earn additional entries into the Waitlist Drawing.

1. 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 Family Learning Center, 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 on an annual average in the immediate year prior to the Application Period. *To qualify for Bonus entries for Vital Workforce, Applicant's employer must submit a completed Employment Verification Form to the SHA as specified in the application packet.*
- B. **Local Workforce:** Any Household with a member currently Employed, or can provide a letter of intent to hire by a business located and licensed in San Juan County or meets the Qualified Volunteer definition. Additional entries are dependent on length of employment / volunteerism according to the Bonus Entry Matrix. *To qualify for Bonus Entries for Local Workforce, Applicant's employer or volunteer organization must submit a completed Employment Verification Form to the SHA as specified in the application packet.*
- C. **Resident of San Juan County:** Any Household with a member who has lived and resided in San Juan County for a minimum of twelve months in the two years immediately prior to Application. Bonus entries are dependent on length of residency in San Juan County. *To qualify for the Bonus Entries for Resident of San Juan County, the Applicant must complete the residential history within the application packet and may be required to provide the following information: executed lease agreements and local utility bills, if applicable.*
- D. **Qualified Disabled:** A person with disability as is defined in 42 US Code § 12102. This Bonus Entry is only applied to Applicants applying for the Waitlist Drawing for the Accessible Unit.

2. Bonus Entry Stipulations:

- A. Maximum of three (3) Bonus Entries per Application, with the exception of the additional Qualified Disabled Bonus Entry for application to the Accessible Unit Waitlist.
 - B. Employment and Residence history for Bonus qualifications may be applied only to the person in the Household that has worked, or when applicable, lived in San Juan County the longest. Residency length cannot be combined amongst Household members.
3. **Bonus Entry Matrix** – The following entries will be in addition to the one (1) entry for Initial Qualification Standards.

Bonus Qualification	Sum of Monthly Employment in the Immediate Last 5 Years	Additional Entries
<u>Vital Workforce</u>		+3 entries
<u>Local Workforce</u>	0-12 months (0-1 years)	+2 entries
	13+ months (1+ Years)	+3 entries
<u>Resident of San Juan County</u>	Sum of Monthly Residency in the Immediate Last 2 Years	
	12+ months (1+ years) of Residency	+2 entries
	24+ months (2+ years) of Residency	+3 entries
Qualified Disabled	Completed Accessibility Needs Assessment	+1 entry

303.5 Grounds for Denial - SHA is not required or obligated to qualify, assist, or accept Applicants into the Program if they meet any or all of the criteria of Section 103.8 Grounds for Denial.

303.6 Initial Qualification Process – SHA, or its assigns, administers Applications to determine Initial Qualification of Applicants for the Anvil Townhome Ownership Program Waitlist subject to the following provisions to create an orderly and fair process for offering the Housing Unit for Sale to Eligible Applicants.

1. Opening and Announcement of Application Period –

- A. Notice of the date, time and location at which Applications will be accepted for the Waitlist shall be published as a Legal Notice in a newspaper of general circulation in the Silverton Standard at least twenty (20) days prior to the closure of an Application Period, through the Silverton Housing Authority communication channels and on the Silverton Housing Authority website.
- B. Applications and information shall be available online on the Silverton Housing Authority website concurrent with the publication of the Legal Notice.

2. Application Requirements –

- A. Households interested in purchasing a Housing Unit must submit a complete Application to SHA within the Application Period. No late or incomplete applications will be accepted.
- B. Each member of an Applicant Household over the age of eighteen (18) must sign and be submitted as a Household:
 - i. A release allowing SHA to obtain additional information for Qualification purposes; and
 - 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 reviewed the standard application information packet; and
 - c. the Applicant, on the basis of the application presented, believes the Applicant Household qualifies to own the Housing unit in question according to the Affordability Covenants, these Guidelines, and all other applicable procedures, rules and regulations; and
 - d. the Applicant agrees to indemnify, defend, and hold harmless the Silverton Housing Authority and any and all legal bodies corporate and/or politic flowing therefrom including their officers, trustees, directors, agents, representatives, employees, and assigns against any and all claims including attorneys' fees and costs, which may be brought against any of them by anyone claiming to have been injured as a result of Applicant's

participation in the Application Program or my removal therefrom; and

- e. the Applicant agrees to provide all requested information to SHA upon request within the specified timeframe communicated by SHA.

C. **Application Fee** – Applications must be submitted with the Application Fee according to Appendix D.

D. **Mortgage Pre-Approval Letter** - the Applicant must submit a Mortgage Pre-Approval Letter from a lender. The letter must confirm that the Applicant is preapproved for a loan amount that meets or exceeds the Sale Price specified in the Application Packet. **If Applicant is not using a mortgage to purchase the property**, Proof of Funds in the amount of the purchase price must be submitted in lieu of the mortgage pre-approval letter.

- i. **Pursuant to Section 110.7, if Applicant is using a co-borrower or co-signor** that is not part of the Applicant Household, Applicant must submit an Exception Request according to Section 109.5.

3. **Application Exception, Appeal and Grievance Procedure –**

A. Applicants may submit an Exception, Appeal or Grievance Procedure according to Section 109: Exceptions, Appeals, Grievances and Reasonable Accommodations.

4. **Application Review** – Applicant Qualification will be verified based on the following standards:

A. Completeness:

- i. Applications must be fully complete and include all required documentation and fees.
- ii. Accuracy and Consistency: Information provided in the Application must be accurate and consistent across all submitted documents.
- iii. Missing or conflicting information or documents will be noted, and Applicants may be granted a specified timeline to remedy the missing or conflicting materials per SHA Staff discretion.

B. Timeliness of Submission:

- i. Applications must be submitted by the specified deadline. Late applications will not be accepted.

C. Verification of Income Level:

- i. Income verification will be conducted according to Section 104: Household Income Verification.
- ii. Income Verification of Applicant Household will be completed by SHA or its assign:
 - a. Upon submission of an Application for the Waitlist; and
 - b. Within thirty (30) days prior to closing on the purchase of a housing unit if applicable to Applicant.

5. Notification of Application Status: Applicants will be notified of the status of the Application, either accepted or denied per the following procedures, a minimum of fourteen (14) calendar days prior to the SHA Regular Meeting in which the Waitlist Drawing will occur.

A. Application Receival Procedure –

- i. If SHA Staff receives applications in the form, manner, and time in which SHA is accepting applications to the Anvil Townhome Ownership Program, SHA Staff will notify the Applicant of the received status of the Application and their assigned Applicant ID Number.

B. Acceptance Procedure – If Applications meet the Qualification Standards and Application Criteria of Section 303.2 and Section 303.6.D:

- i. Applicants will be notified of acceptance to the Application drawing via an email to the email address provided in their Application and will include their assigned Applicant ID Number and the number of entries they are assigned for the Waitlist Drawing.
- ii. Applicants will have the right to Appeal the number of Application Drawing entries they are awarded and will be provided information concerning the Section 207.2: Appeal Procedure.

C. Denial Procedure –

- i. Applicants will be notified of denial to the Application Drawing, also referred to as disqualification, via an email to the email address provided in their Application and will include the reason(s) for denial and their assigned Applicant ID Number.
- ii. Applicants will have the right to Appeal the decision and will be provided information concerning the Section 207.2: Appeal Procedure.

- 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.
- iv. At the discretion of SHA Staff in determining each Waitlist Drawing schedule, SHA Staff may institute a Remedy Period for Applicants to remedy any errors in the Application to be reconsidered for acceptance to the Waitlist Drawing. If the identified errors are not remedied within the period determined by SHA Staff, the Application will remain denied.

6. Additional Provisions:

- A. Any material misstatement of fact or deliberate fraud by a member of an Applicant Household in connection with any information submitted to SHA shall be cause for immediate expulsion from the Application process and Program and/or forced Sale or vacation of the Housing Unit. In addition, any material misstatement of fact or deliberate fraud by the Applicant Household shall be referred to prosecution for perjury.
- B. **Conflict of Interest** – The Anvil Townhome Ownership Program is subject to Section 111.8 Conflict of Interest.
- C. **Fraud Warning** – The Anvil Townhome Ownership Program is subject to the provisions of Section 101.10.
- D. **DISCLAIMER**- The provisions of Section 101.8 apply to the Anvil Townhome Ownership Program.

SECTION 304: WAITLIST CREATION AND MANAGEMENT PROCEDURE

304.1 Definitions:

- 1. **Waitlist** - The order in which Applicants are ranked to be considered for the opportunity to purchase a housing unit.
 - a. **DISCLAIMER:** Admission to the Waitlist does not constitute an official offer, nor does it create any right or expectation that the Applicant will be eligible to purchase a Housing Unit. Placement on the Waitlist is solely for the purpose of determining potential future consideration and does not guarantee that the Applicant will be offered the opportunity to purchase a Unit. All offers to purchase are subject to availability, eligibility requirements, and compliance with applicable laws, policies, and procedures. Inclusion on the Waitlist is not a commitment by the Housing Authority to provide or offer housing.

2. **Waitlist Drawing** – Applications will be randomly selected according to the procedure in Section 105: Waitlist Drawing Procedure, to determine the order of Applicant placement on the Waitlist.
3. **Applicant List** – An official list of the status of Applicants by their Applicant ID Number duly noticed in the Waitlist Application Drawing Public Notice.

304.2 Waitlist Management

1. The Waitlist shall be maintained according to the following:

- A. The Waitlist shall be of public record of the Silverton Housing Authority;
- B. Applications shall be permanent files;
- C. All communication between SHA Staff and Applicants shall be documented in the Applicant file;
- D. All Applications will be maintained in the order of the Waitlist.

2. Waitlist Implementation and Termination - When the Property appears to be within ninety (90) days of the desired closing date, SHA Staff will contact and direct the Applicant in the first position of the Waitlist to complete the Buyer Approval Process.

A. Buyer Approval Process:

- i. Completion of the Income Verification process of Section 104, if it has not been completed within the past thirty (30) days, to confirm or deny Income Qualification for the Property.
- ii. Obtaining a Prequalification letter from mortgage lender if applicable or showing proof of available funds to purchase the property.
- iii. If an Applicant passes the Income Verification Process and mortgage Prequalification / proof of funds, the Applicant will formally be offered the Property for purchase. If Applicant does not pass the Income Verification Process or mortgage prequalification / proof of funds, the Applicant will be removed from the Waitlist and the next Applicant on the Waitlist will begin the Buyer Approval Process.
- iv. Reasonable Accommodation: Applicants may request a reasonable accommodation in accordance with the Americans with Disabilities Act if they require modifications to the Buyer Approval Process. Requests for accommodation must be submitted to the Silverton Housing Authority Staff upon initiation of the Buyer Approval Process, to review and determine accommodation.

B. Waitlist Termination - Upon Sale of the Property, the Waitlist will be terminated and the remaining Applicants on the Waitlist will be notified of

such termination. The Waitlist for the Anvil Townhome Ownership Program is non-transferable to other SHA Housing Programs.

SECTION 305: OWNERSHIP, USE, AND OCCUPANCY

305.1 Continuing Qualification (“Ownership”) Standards - Owners of the Property must continuously adhere to the following Qualification Standards and the provisions of Section 106 for the entire duration of their ownership. Failure to meet these standards may result in enforcement actions, including but not limited to corrective measures, financial penalties, or other remedies as permitted by these Guidelines and Affordability Covenants.

1. **Primary Residence Standard** - The Unit must be used as the sole and exclusive place of residence for the Owner for at least eight (8) of every twelve (12) months on a rolling twelve (12) month basis. Under circumstances outlined in the Unit’s Affordability Covenants and Section 106.1 and 106.2 Rental Procedure, the Primary Residence Standard may be fulfilled by a Qualified Tenant(s).
 - A. **Leave of Absence** – Owners who will not occupy their Housing Unit for any period in excess of four (4) months must apply for a Leave of Absence according to Section 106.1 A.1
 - B. **Rental Procedure** – The rental of any Unit is strictly regulated by Section 106.2 Rental Procedures, of these Guidelines. All rental activity must comply with the requirements and procedures set forth therein, including, but not limited to, obtaining prior written approval from the Silverton Housing Authority or its assigns, adhering to Maximum Rental Rate limits, and ensuring the Unit is occupied by a Qualified Tenant as defined in these Guidelines. Failure to comply with Section 106.2 may result in penalties, including but not limited to, fines, revocation of rental privileges, or other enforcement actions as determined by SHA or its assigns.
2. **Prohibition of Short-Term Rentals** – The Short-Term Rental, or the advertising of a Short-Term Rental, of all or any portion of the Property is prohibited.

305.2 Compliance Monitoring – To verify compliance with the Affordability Covenants and these Guidelines, SHA or its assigns may conduct Compliance Checks and Annual Recertifications.

1. **Compliance Checks:** SHA or its assigns may conduct Compliance Checks at any time to investigate complaints, reports, or indications of non-compliance with these Guidelines or Affordability Covenants.

- A. Households must submit all necessary paperwork to verify that they remain in compliance with the Guidelines and Affordability Covenants within twenty-one (21) days of written notice of a Compliance Check or a penalty will be assessed according to 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 the finding of non-compliance.
- 2. **Annual Recertification:** Owners are subject to an annual recertification under oath by the Owner to SHA or its assigns stating the Owner has maintained the standards in accordance with these Guidelines and the Affordability Covenants.
 - A. Households must submit all necessary paperwork to verify that they remain in compliance with the Guidelines and Affordability Covenants within twenty-one (21) days of written notice of an Annual Recertification or a penalty will be assessed according to 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 the finding of non-compliance.

305.3 Default by Owner - Owner shall be responsible for compliance with all terms of these Guidelines and Covenants. Any non-compliance with the terms of the Covenants or Guidelines or breach of any provision(s) set forth in the Covenants / Guidelines, including non-compliance of use and occupancy of the Property shall be deemed to be a Default by Owner, whether such non-compliance is a result of direct actions of the Owner of such non-compliance occurs during ownership and shall be enforced by the terms of the Affordability Covenants.

SECTION 306: SALE AND RESALE PROCEDURE

- 306.1** The Sale and Resale of the Anvil Townhome Units shall be governed by Section 107: Initial Sale and Resale of Units according to the Initial Qualification Standards and Process of the Anvil Townhomes Ownership Program.
- 306.2** In the event the Property is sold and/or conveyed without compliance with the Affordability Covenants or herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.

EXHIBIT A

Property Legal Descriptions

Anvil Mountain Subdivision Lot 15

Anvil Mountain Subdivision Lot 16 - A

Anvil Mountain Subdivision Lot 16 - B

Anvil Mountain Subdivision Lot 16 - C

Anvil Mountain Subdivision Lot 16 - D

Anvil Mountain Subdivision Lot 17 - A

Anvil Mountain Subdivision Lot 17 - B

Anvil Mountain Subdivision Lot 17 - C

Anvil Mountain Subdivision Lot 17 - D