

TOWN OF SILT
PLANNING AND ZONING COMMISSION AGENDA
Tuesday, June 4, 2024 6:30 P.M.
MUNICIPAL COUNCIL CHAMBERS
HYBRID MEETING

ESTIMATED TIME	ELECTRONIC AGENDA ITEM	PUBLIC HEARING/ ACTION	ELECTRONIC LOCATION AND PRESENTOR
	Agenda		Tab A
6:30 5 min	Call to Order		Chair Williams
	Roll Call		
	Pledge of Allegiance		
6:35 5 min	Public Comments - Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code		
6:40 5 min	Consent agenda – 1. Minutes of the May 7, 2024 Planning & Zoning Commission meeting	Action Item	Tab B Chair Williams
	Conflicts of Interest		
	Agenda Changes		
6:45 45 min	Western Slope Veteran’s Coalition – PUD Sketch Plan Review	Public Hearing/ Action Item Recommendation to the Board	Tab C Manager Centeno
7:30 20 min	Affordable Housing Discussion	Discussion	Tab D Manager Centeno
7:50 10 min	Special Committee Discussion	Discussion	Tab E Manager Centeno
8:00 10 min	Planners Report	Verbal Update	Manager Centeno
8:10 5 min	Commissioner Comments		
8:15	Adjournment		

The next regularly scheduled meeting of the Silt Planning & Zoning Commission is tentatively set for Tuesday, July 2, 2024 at 6:30 p.m. Items on the agenda are approximate and intended as a guide for the Planning and Zoning Commission. “Estimated Time” is subject to change, as is the order of the agenda. For deadlines and information required to schedule an item on the agenda, please contact the Town of Silt at 876-2353. Please be aware that this agenda is given to the public and to the Commission in electronic form. If you require a hard-copy, please request one before or after the scheduled meeting. Normal Town copying charges may apply. Thank you.

TOWN OF SILT
REGULAR PLANNING AND ZONING COMMISSION MEETING
May 7, 2024 – 6:30 P.M.
HYBRID MEETING

The Silt Planning and Zoning Commission held their regularly scheduled meeting on Tuesday, May 7, 2024. The meeting was called to order at 6:30PM.

Roll call	Present	Vice Chair Michael Bertaux Commissioner Eddie Aragon Commissioner Vanessa Westmoreland
	Absent	Chair Lindsey Williams Commissioner Jennifer Stepisnik Alternate Dana Wood

Also present were Town Manager Mann and Community Development Manager Nicole Centeno.

Pledge of Allegiance

Public Comment

There was no public comment

. Consent Agenda

1. Minutes of the April 2, 2024 Planning & Zoning Commission meeting.

Commissioner Aragon made a motion to approve the meeting minutes on the consent agenda, seconded by Commissioner Westmoreland. The motion to approve the consent agenda carried unanimously.

Conflicts of Interest

There were no conflicts of interest noted.

Agenda Changes

There were no proposed changes to the agenda.

TRIP Update and Tree Ordinance

Adrian Brown gave an update on the TRIP program and explained why it was important to update the approved tree list and location in which they can be planted. He stated that the goal is to reduce water usage and planting the right kind of trees is a crucial part of the equation.

There are trees in the current ordinance that are water users, they like a lot of water. Brown stated that we also need to educate people on weeds and some trees on the current list are weedy trees. The new ordinance combines a couple of variables into one document.

Vice Chair Bertaux thought that this ordinance was a great resource for the Town and designated open spaces as well. Bertaux then asked for this ordinance to be provided to new development taking place, along with educating existing property owners. Manager Centeno explained the landscaping plan requirements and agreed that Vice Chair Bertaux's idea of education to new and existing property owners needed to be of priority.

Commissioner Aragon inquired as to if the Town requires a Landscaping deposit. Manager Centeno stated that the Town did not retain a deposit and Aragon suggested that the Town implements this for future development. The Commissioners and Town Staff agreed that a policy such as this would be beneficial.

Brown gave more information on the species listed in the ordinance.

Vice Chair Bertaux asked Brown about programs to eradicate troublesome trees. Brown stated that there are programs available.

Commissioner Westmoreland questioned the pests that accompanied the approved trees. Brown explained that all trees are going to come with bugs, but that some trees are prolific litters, but that the approved trees do not have invasive bugs such as elms.

Vice Chair Bertaux wanted to know if the tree list was compared to available trees in nearby nurseries. Brown stated that many are available and the rest can be ordered on Amazon and delivered.

The commission thanked Mr. Brown for his time and expertise.

258 Grullo Lane Fence Exception

Manager Centeno explained the application and pointed out that this request is adjacent to two other fence exceptions that the P&Z had previously approved.

Centeno pointed out the distance from the right of way and drainage easement that

Commissioner Aragon voiced the need for consistency of using wood, rather than vinyl. The applicant clarified that the HOA approved wood, not vinyl. Commissioner Aragon and Vice Chair Bertaux agreed that was the best option.

Centeno explained that staff recommends approval of the Trevizo Fence Exception, with the following conditions:

- 1) That the proposed fence meets all applicable criteria in the Silt Municipal Code Chapter 15.24, excluding the height exception approval.
- 2) That the proposed fence be located entirely on the applicant's property; but not installed in designated/recorded easements.
- 3) That the fence exception is limited to the exact request as depicted in the applicant's submitted photograph/site plan.
- 4) That all representations of the applicant made in writing, application materials and verbally at the Planning Commission or Trustee meetings or that are reflected in the meeting minutes are considered to be part of the application and are binding on the applicant.
- 5) That applicant will provide any additional requested documents and pay any remaining fees, prior to installation and inspection of the approved fence.
- 6) That this approval is not for construction, but rather the exception of the height and location. Community Development will need to issue a permit before the installation of fence can occur.
- 7) That all future fencing proposals will require a permit and fence exception, if required.

Vice Chair Bertaux opened the Public Hearing at 7:00 PM. There no public comments. The Public Hearing was closed at 7:01 PM.

Commissioner Aragon moved the approve the fence exception and Resolution NO. PZ-5, Series 2024, with the conditions noted in the staff report and spoken during the meeting. Motion carried Unanimously.

Vacant Lot Adjacent to 190 Main Street- Fernys Tacos Site Plan Review

Vice Chair Bertaux welcomed Fernando, owner of Ferny Tacos.

Manager Centeno explained the location and clarified that the property was the two vacant lots to the west of 190 Main Street, as well as the proposed use.

Fernys will be open 7 days a week with breakfast, lunch and dinner options. Mexican food will be served. The property will have fresh water via 190 Main Street. There will be a third-party contractor servicing waste/grey water, oil/grease and trash.

There will be parking and directional signs for a one-way entrance and exit, to abate too much additional traffic to highway 6.

Manager Centeno explained staff recommends approval of the Site Plan Review, allowing Fernys Tacos to operate a food truck business, at the proposed location with the following conditions:

- 1) That all statements made by the applicant both in the application and in any meetings before the Planning and Zoning Commission be considered conditions of approval, unless modified in any subsequent conditions.
- 2) That the applicant obtains a building permit for all improvements within the property, including but not limited to the picnic shelters (temporary or permanent), trash enclosure and storage shed.
- 3) That the applicant notifies the Community Development Department on any proposed changes over time and/or expansion of activities within the property, to ensure that it does not change the Site Plan approval.
- 4) That the Applicant/Owner will apply for a permit and pay tap fees, if they chose to connect to the Town's water and wastewater services. A grease trap will also be required to be installed and inspected prior to attaching to the Town's system.
- 5) That the applicant acquires the proper licensing through Garfield County Public Health and the Town of Silt for the operation of the Food Truck.
- 6) That the applicant retains records of the water usage, and removal of waste (trash, grey water and grease), so the Town can audit records annually, or as often as needed.
- 7) That the applicant provides any additional requested documents and pay any remaining fees, prior to operating business.
- 8) That this approval is not for construction, but rather approval for the use of the land. Additional licensing and permitting will be required separately.
- 9) Lighting needs to be downcast lighting.

Commissioner Aragon inquired as to what the parking lot material was and if it's sufficient to abate dust mitigation. Ferny confirmed that it will be graveled and upkeep appropriately. Aragon also asked about lighting for the entrance and agreed with a wood shed.

Commissioner Westmoreland asked about the code designating wood vs metal sheds. There was a discussion on ascetics and longevity.

Vice Chair Bertaux reiterated the wood shed requirement, with a western motif and asked for the lighting to be turned off during off hours.

Vice Chair Bertaux opened the Public Hearing at 7:15 PM. There no public comments. The Public Hearing was closed at 7:16 PM.

Commissioner Aragon moved to approve the Site Plan Review for Fernys Tacos, to operate a food truck at Parcel # 217910209006 and #217910209007, with the conditions noted in the staff

reports or verbally added during this meeting, as well as Resolution PZ-6, Series of 2024, with any amendments noted during the meeting and reading of this motion.

Motion carried Unanimously.

Western Slope Veterans Coalition- PUD Sketch Plan Review Continuation

Manager Centeno requested a continuation of the Public Hearing from May 7th to June 4th.

Vice Chair Bertaux opened the Public Hearing at 7:18 PM. Bertaux then asked the public attending the meeting to sign in for public comment.

Below are the attendees that made a public comment:

1. Eli Evans resides at 923 Grand Avenue. He believes that there are too many unknowns. He understands the development, but not this project. Evans is also concerned with the loss of property value and was disappointed to find that there was a continuation taking place. Vice Chair Bertaux introduced Town Manager Mann and explained to Evans that he did not waste his time, as Manager Mann was hearing this for the first time and is the liaison between the people and the board.
2. Gregory Orosz resides at 130 N. 9th Street. He stated that the project will affect the crime rates. Mr. Orosz picks up trash around his property daily and struggles to safely get out of his driveway with the speeding that takes place from the roundabout traffic. He also stated that the adjacent convenient store has struggled with a homeless population refusing to leave the building. He believes that the density is too much.

Mr. Orosz shared statistics that he found about homeless shelter impacts on neighborhood communities. Some of these statistics included increased crime rates and decreased property values.
3. Mary Jo Spain resides at 1019 Domelby Court. She had many questions that she would like to get answered. She was welcomed to attend the future meeting for more information.
4. Lisa Orosz, son resides at 130 N. 9th Street. She has a concern about the lack of notification outside of the required 200 ft. and fire dangers.

The Public Hearing was closed at 7:38 PM.

Commissioner Westmoreland made a motion to continue the Public Hearing from May 7, 2024 to June 4, 2024. Commissioner Aragon seconded the motion. The motion carried Unanimously.

Planner update.

Manager Centeno updated the Commission on the following:

- Family Dollar- Working on corrections to open soon
- Camario is still putting in infrastructure and it is not yet completed
- Silt Jumbo Storage was given a stop work order
- Heron's Nest did submit an annexation application
- River Run meeting took place and corrections are being further discussed
- The Bank project is abandoned

Commissioner Comments

Vice Chair Bertaux welcomed new Town Manager, Jim Mann to the team.

Adjournment

Commissioner Aragon made a motion to adjourn the meeting; seconded by Commissioner Westmoreland. The meeting adjourned at 7:59 PM.

Respectfully submitted,

Approved by the Planning Commission

Nicole Centeno
Community Development Manager

Lindsey Williams
Chair



Community Development Department

MEMORANDUM

TO: Planning & Zoning Commissioners
FROM: Nicole Centeno, Community Development Manager
DATE: June 4, 2024
RE: Western Slope Veteran's Coalition PUD Sketch Plan Review

On February 6, 2024, the Western Slope Veteran's Coalition presented a concept for housing homeless veterans in our area. After receiving feedback from the community, Town Staff and the Planning and Zoning Commissioners, they revised their plans and are here tonight to present a PUD Sketch Plan.

The Planning and Zoning Commission is a recommending body to the Board of Trustees, so this application is a Public Noticed Action Item.

Attached you will find staff comments, as well as engineering and emergency service comments.

The applicant and Town Staff will be present at the meeting to answer any of the Commissioners questions.

Town of Silt Planning Commission Meeting**Tuesday June 4, 2023 6:30 PM****Western Slope Veterans Coalition – PUD Sketch Plan Review**

Name of Project	Western Slope Veterans Coalition (WSVC) – Housing for Homeless Veterans
Applicant	Western Slope Veterans Coalition, John Petit, Representative
Owner	Marc and Marilyn Hogan
Owner Representative / Land Planner	John Kuersten
Civil Engineer	Applicant needs to provide
Project Attorney	Applicant needs to provide
Project Architect	BHH Partners
Water Engineer	N/A
Property Location	Parcel # 217910100025 Vacant Lot Between 9 th Street and 10 th Street; and Home Avenue and Grand Avenue
Existing Zoning	R-2 Mixed Use Overlay
Surrounding Land Uses	Residential
Surrounding Zoning	Adjacent to Parcel- R-2 Mixed Use Overlay Adjacent to Zoning Cluster- R-2, RES-PUD, B-1
Existing Use	Vacant
Proposed Use	Multi-Family Residential
Area of Parcel Subject to Application	30,492 Sq. Ft.
Silt Comprehensive Plan	Neighborhood Residential
Parcel Number	217910100025
Legal Description	Section: 10 Township: 6 Range: 92 Subdivision: ROSETTE ANNEX Lot: 0 TR IN NWNE

The Application Process and Silt Municipal Code Compliance

This proposal does not meet the Silt Municipal Code (SMC) zoning regulations, which is why the applicant has applied for a Planned Unit Development (PUD).

The items requiring the applicant to apply for a PUD are:

1. Minimum Lot Square Footage Per Unit
2. Minimum Unit Size
3. Parking Requirements- 2 Spaces per Unit (Not Met) and Tandem “Stacked” Parking
4. Inadequate Access

TYPE OF REGULATION	Current R-2 Zoning Allowances	Proposed with PUD
Lot area (minimum square feet)	5000	No Minimum- Lot is 30,492
Lot area/unit (minimum sf)	2500	2,178
Maximum lot coverage (%), not including solar devices	60	Drawings are not to scale. Unable to accurately determine, until revised site plan is submitted with measurements to scale.
Minimum unit size (square feet)	1000	10 units @ 364 Sq. Ft. 2 units @ 1,064 Sq. Ft. 1 unit @ 936 Sq. Ft. 1 unit @ 1,070 Sq. Ft. 1 Garage @ 372 Sq. Ft. Storage @ 500 Sq. Ft.
Parking Requirements	2 spaces per dwelling unit, no stacked parking	1 space per dwelling unit and stacked parking
Vehicular and Pedestrian Access	22' road width, for 2-way traffic and 6' pedestrian sidewalk	20' road width and 6' sidewalk. Access is limited to the 20' access easement and possibly part of an encroached alleyway. A survey is needed to determine actual width of access options.

Silt Municipal Requirements/Relevant Code for a PUD

What's allowed per zoning, per parcel in a R-2 Mixed Use Overlay:

17.13.020 – Schedule of Uses

TYPE OF BUSINESS	R-2	DMD
<i>X = permitted use; SU = special use; PR = prohibited use</i>		
<i>Accessory (customary) storage buildings and structures, including private garages, non-commercial workshops and green houses, but excluding those structures used for residential dwelling purposes</i>	X	PR
<i>Additional dwelling units, when proposed as secondary to an approved single family residential unit</i>	X	PR
<i>Communications centers</i>	PR	PR
<i>Multi-family units including but not limited to apartments, rowhouses, townhouses, condominiums, but excluding manufactured homes, mobile homes and modular (factory-built) homes, based on the following:</i>		
<i>a. Three or four units per building or upon one lot</i>	SU	PR
<i>b. Five or more units per building or upon one lot</i>	SU	PR
<i>Non-profit state licensed group homes for elderly and/or disabled, based on the following:</i>		
<i>Eight or fewer individuals</i>	X	X
<i>Nine or more individuals</i>	SU	SU
<i>Single-family dwelling units, but excluding manufactured homes, mobile homes, modulars and factory built homes</i>	X	PR
<i>Two-family (duplex) structures with living facilities for two families</i>	X	PR
<i>Any use not described as a permitted use, special use or a prohibited use</i>	SU	SU

Additional R-2 and Duplex Restrictions:

Chapter 17.20 - R-2 GENERAL RESIDENTIAL DISTRICT

17.20.010 - Intensity of permitted use regulations. (Only Pertinent Code Referenced)

The intensity of permitted use regulations is as follows:

D. Customary accessory buildings and structures, including private garages and non-commercial workshops and greenhouses, provided that:

- 1. Such buildings shall be located in the rear yard and shall comply with all applicable setbacks of this code and the town's adopted building code; **The proposed sheds, trash enclosure and garage are not in rear yards.***
- 2. No accessory building on a corner lot shall extend beyond the front building line on any street side;*
- 3. No accessory building shall be used for residential purposes.*

E. Duplex Units.

1. Each unit shall be equipped with separately tapped service lines from the mainline for water, wastewater, and irrigation, on each unit's respective property, and further supplied with separate water meter and separate water curb stop; **Individual tap requirements, creates individual tap fees. The future use is unknown and the Town is unable to determine if a development such as this would have individual homeowners, when the Veteran's Coalition no longer occupies the space.**
2. Each unit shall be equipped with separately tapped service lines for electricity, natural gas, cable and telephone;
3. Applicant shall apply for each duplex unit on a separate original permit, as supplied by the town;
4. Parking for each unit shall be represented on property appurtenant to such unit, and in conformance with this code; and
5. Each duplex unit shall be built in conformance with the town's adopted building code, assuming a lot line between the fire wall separating the units. **Duplex units will need to be separated by fire walls or sprinklered. The community building / manager's unit will need to be sprinklered, as it's a mixed occupancy.**

Chapter 16.12 - PLANNED UNIT DEVELOPMENTS

16.12.010 - Purpose.

A. A planned unit development subdivision (PUD) is a subdivision to be developed under a unified plan which does not necessarily correspond in lot area, density, lot coverage, open space or other requirements of existing zoning regulations, but shall conform to the PUD zoning ordinance approving such PUD, and shall be a compromise between the applicant and the town regarding density or other provisions that do not reduce the overall functionality and aesthetics of the community or its residents. **It shall contain sufficient total area in relation to the intended use or uses to permit effective application of planning principles to protect the land form, preserve open space, and to provide a superior human environment.** The purpose of PUD zoning is further set forth in, and authorized by, C.R.S. § 24-67-101 et seq.;

B. The purpose of these regulations is to ensure proper development that conforms to this title, but may have slight to moderate deviation from the town's general zoning Code, allowing for mixed uses and/or creative design on a parcel of land;

C. The approval of a PUD constitutes a zone district amendment, and a PUD is established by initial zoning of newly annexed territory to PUD, or by rezoning an area in an existing zone district to PUD;

D. The board shall not approve PUD zoning without the corresponding subdivision plan(s) in conformance with [Chapter 16.04](#) of this Code, and shall determine the time at which a PUD zoning ordinance is placed on the board's agenda, with respect to the town's placement of the applicant's final plan and final plat application on the board agenda;

E. An applicant for PUD zoning shall submit an application in conformance with this title. **An application for PUD zoning is not an application for non-conformance with subdivision design criteria or subdivision**

review criteria, but, instead, is an application for variance from specific zoning criteria, if such variance is in the town's best interest;

*F. An applicant for PUD zoning shall proceed through the application process for either major subdivision or **minor subdivision**, in order for the board to consider such PUD zoning application.*

(Ord. No. 9-2011, § 1, 12-12-2011)

16.12.020 - Planned unit development—Application.

An applicant for PUD zoning shall provide such written information on the land use application form and on forms provided by the town, plus any other supplemental information needed to convey information to the commission and to the board.

A. Application requirements. An applicant for PUD zoning shall provide such written information on the land use application form and on forms provided by the town, plus any other supplemental information needed to convey the information to the town, including the following:

1. Disclosure of ownership—A certificate (no older than ninety days) from a title insurance company or attorney licensed in the state of Colorado, which shall set forth a legal description of the property, the names of all owners of property included in the sketch plan and shall include a list of all mortgages, judgments, liens, contracts or agreements of record in Garfield County regarding such property. If the certificate of title discloses any of the above, the owners or holders of such mortgages, judgments, liens, contracts, or agreements shall be required to consent to the application. If the applicant is not the property owner, then both the applicant and the property owner shall sign the land use application and be subject to all the provisions of this Code.

Provided

*2. A description of the proposed land use(s); **Provided***

*3. A statement of the planning objective(s); **Provided***

*4. A description of adjoining land use(s) and zoning; **Provided and expanded upon by Town Staff***

*5. Existing zoning of the subject property; **Provided***

*6. Number of units within each proposed PUD zone district; **Provided***

*7. A statement regarding the proposal's conformance with the comprehensive plan; **Provided***

8. Proposed PUD zoning criteria, including but not limited to the following:

*a. Each PUD zone district; **Provided***

*b. Specific PUD zoning regulations for each district proposed; **N/A***

*c. Specific PUD district boundaries for each district proposed; **N/A***

*d. Open space and/or parkland district boundaries; **Needs further clarification***

e. Statement as to the compliance to subdivision standards per this title and any deviation(s) thereof; and **Not Provided**

f. Statement as to the compliance to zoning standards per [Title 17](#) for comparable districts and any deviation(s) thereof; **Not Provided**

9. A statement of the PUD development schedule.

B. PUD zoning map(s) and supporting documents. The PUD zoning map(s) shall be drawn to a scale of one inch equals one hundred feet or larger and include the following:

1. Vicinity map at a scale of one inch equals one thousand feet, depicting the following. **Not Provided- Needs to be addressed**

a. Tract lines and names of all abutting subdivisions;

b. Location of streets and highways within an area of approximately one-quarter mile of the proposed subdivision tract;

c. Location of all adjacent utility systems within an approximate one-quarter mile area minimum;

d. Natural drainage courses for streams flowing through the proposed subdivision, with the limits of tributary areas shown where this is reasonable.

2. The zone districts within one-half mile of subject parcel, and the associated key for such zone districts; **Not Provided**

3. The approximate location of proposed public or private open space areas within the planned unit development; and **Not Provided- Needs further clarification**

4. The proposed lot or block pattern and street layout. **Not Provided**

(Ord. No. 9-2011, § 1, 12-12-2011)

16.12.030 - Planned unit development zoning—Application criteria.

An applicant for PUD zoning shall submit an application in conformance with this title and the following specific criteria:

A. The PUD shall have an appropriate relationship to the surrounding area, with no adverse effects on the surrounding zone districts within the town, as determined by the board; **Please provide a statement of how there will be no adverse effects to the surrounding area and adjacent properties**

B. The PUD shall adequately address pedestrian and other non-motorized transportation, in conformance with this title; **There is not adequate pedestrian access to adjoining streets, such as Main Street and Grand Avenue.**

- C. The PUD shall adequately address vehicular and emergency access, in conformance with this title; **Vehicular and emergency access is a significant health and safety concern at the location. This will need to be further discussed in great detail.**
- D. The PUD shall provide open space and/or parkland in an amount at least twenty-five percent of the total project acreage, unless the board determines that a lesser amount of open space and/or parkland will service the project's residents and/or occupants, in addition to the applicant's submittal of a fee in lieu of parkland dedication; **Needs to be further addressed**
- E. The PUD shall provide for a variety in housing types and densities, where the PUD proposes only residential development, such variety as determined by the board; **Provided**
- F. The PUD shall provide adequate off-street parking for all proposed uses, in conformance with this Code; the board shall determine, in its sole discretion, whether an applicant's proposed shared parking within a project and between PUD zone districts, is appropriate; **The proposed parking is not appropriate for the access, location or density. The Town and emergency services are apprehensive to consider the proposed parking to be anything short of a health and safety risk. There is tandem parking that will inevitably block the developments occupants from immediate ingress and egress. The proposed parking also leaves everyone blocked in if there is a delivery truck, trash truck or emergency response vehicle accessing the parking lot. There is only one ADA complaint parking space and the trash enclosure access is through that space. The proposed parking is problematic and needs to be further addressed. Please see the parking section of the staff report for more information.**
- G. The PUD shall cluster development, where possible, in order to conserve greater acreages for parkland, open space and community areas; **Development is clustered due to limited space, however, open space needs to be further discussed.**
- H. The PUD shall propose density in conformance with the comprehensive plan land use designation chart and other sections of the comprehensive plan, unless the board determines that a higher density will service the town in a positive manner; **Please see comprehensive plan section for additional information.**
- I. The PUD shall be at least two acres in total area, including all parkland and open space areas, unless the board determines, in its sole discretion, that a smaller area is adequate to serve the needs of the specific community and the community at large; **Project is less than an acre and does not meet minimum total area requirements.**
- J. The PUD shall be comprised of only those land uses permitted by the PUD ordinance, and neither the commission nor the board shall allow any additional uses by special use or by variance; **Applicant acknowledges this restriction**
- K. The PUD ordinance shall detail all those zoning regulations that may differ from standard zone districts; in the case where a PUD ordinance does not provide for a specific zoning regulation, the town shall enforce the most similar zone district criteria; **Needs to be provided**
- L. The PUD ordinance shall include the provisions of C.R.S. § 24-67-105(G).

(Ord. No. 9-2011, § 1, 12-12-2011)

16.12.050 - Planned unit development zoning application—Commission action.

A. The commission shall consider the PUD zoning application, together with the applicant's sketch plan application, at a regularly scheduled meeting, following applicant's public notification per this title;

B. The commission may recommend to the board approval, approval with conditions, or denial of the application, or may continue the hearing to another date(s) in order to more fully discuss the PUD zoning application;

C. If the commission continues the public hearing, the application shall be placed on the next regularly scheduled commission agenda, if practical, provided that the applicant agrees to such placement;

D. If the commission approves, approves with conditions or denies the application, the town shall provide a full description of the commission's action within the minutes of the meeting, which shall then be forwarded to the board;

E. If the commission does not act on the application, either by recommending to the board approval, or approval with conditions, or denial, within thirty days of the final commission public hearing, the application is deemed acceptable to the commission. The town and the applicant may agree to a different time period for commission review.

(Ord. No. 9-2011, § 1, 12-12-2011)

16.12.060 - Planned unit development zoning—Board consideration.

A. The board shall consider an application for PUD zoning at a regularly scheduled meeting, together with the applicant's sketch plan application, following applicant's public notification, and within sixty days following the commission action to approve, approve with conditions or deny the application.

B. The applicant for PUD zoning shall publicly notice the time, date and location of the board hearing per the guidelines set forth in this title.

C. No public hearing may occur if the public notification has not occurred per the provisions of this title.

D. Town staff shall prepare a PUD ordinance for the Board's consideration, which clearly states all proposed zoning criteria for the new zone district(s), as recommended by the commission.

E. The board shall approve the PUD zoning ordinance as written, modify the ordinance or deny the ordinance, or may continue the hearing to another date(s) in order to more fully discuss the PUD zoning application, in conjunction with the applicant's annexation petition and annexation application, and/or the applicant's final plan and final plat application.

F. At a minimum, a PUD zoning ordinance requires two readings by the board prior to approval, approval with conditions or denial.

G. The applicant for PUD zoning need not notice the board meeting for the second reading of the PUD zoning ordinance, if the board indeed continued the public hearing from the first reading of the ordinance.

H. If the board approves such PUD zoning application and ordinance, the town clerk will publish such ordinance pursuant to this title, within the newspaper, and the ordinance becomes effective thirty days following publication of the ordinance.

Chapter 16.10 - MINOR SUBDIVISIONS

16.10.010 - Intent.

*The intent of the minor subdivision process is to allow an applicant to **subdivide five or fewer lots or units** (condominiums) without the engineered design data and specifications required by [Chapter 16.04](#). An applicant for minor subdivision shall submit an application in conformance with the regulations of this chapter. **Units will not be condominiums with the current proposal, so a minor subdivision of five or fewer lots is applicable.***

(Ord. No. 9-2011, § 1, 12-12-2011)

16.10.020 - Minor subdivision sketch plan application—Submittal requirements.

An applicant for minor subdivision sketch plan shall provide such written information on the land use application form and on forms provided by the town, plus any other supplemental information needed to convey information to the commission.

A. Application requirements. An applicant for minor subdivision sketch plan shall provide such written information on the land use application form and on forms provided by the town, plus any other supplemental information needed to convey the information to the town, including the following:

- 1. Disclosure of ownership—A certificate (no older than ninety days) from a title insurance company or attorney licensed in the state of Colorado, which shall set forth a legal description of the property, the names of all owners of property included in the minor subdivision sketch plan and shall include a list of all mortgages, judgments, liens, contracts or agreements of record in Garfield County regarding such property. If the certificate of title discloses any of the above, the owners or holders of such mortgages, judgments, liens, contracts, or agreements shall be required to consent to the application. If the applicant is not the property owner, then both the applicant and the property owner shall sign the land use application and be subject to all the provisions of this Code. **Provided***
- 2. A description of the proposed land use(s); **Provided***
- 3. A statement of the planning objective(s); **Provided***
- 4. A description of adjoining land use(s) and zoning; **Provided and expanded upon by Town Staff***
- 5. Existing and proposed zoning of the subject property; **Provided***
- 6. An estimate of proposed residential units and/or an estimate of square footage of commercial area; **Provided***

7. The name and address of the individual who prepared the minor subdivision sketch plan; **Provided**
8. The total area of the parcel; **Provided**
9. A statement as to how the development will be served by utilities; **Not Provided**
10. A general statement describing the geological characteristics of the land, soils types, slope stability and floodplain information. **Not Provided**
11. Site plans and supporting documents. The minor subdivision sketch plan shall be drawn to a scale of one inch equals one hundred feet or larger and include the following: **Site Plan is missing dimensions and other pertinent information.**
12. A vicinity map, drawn at a scale of one inch equals two thousand feet, showing the general location of the land for consideration and the surrounding area within a one-mile radius; **Not Provided**
13. The topography of the land; **Not Provided**
14. The location of the proposed land uses; **Provided**
15. The approximate location of proposed public or private open space areas; **Needs further clarification**
16. The location of existing or proposed water and sewer lines, natural gas, electric, and communication infrastructure to serve each proposed lot; **Not Provided**
17. The proposed lot or block pattern and street layout; **Not Provided**
18. A provision for sufficient off-street parking; **Proposed parking is of high concern; this will need to be further discussed, as the current proposal has health and safety concerns.**
19. A general statement regarding the proposal for water rights dedication, including the number of EQRs per day of water system requirements for proposed subdivision; and **Not Provided**
20. Evidence of legal access to each proposed lot from a town street, county road or state highway, or in the case of condominiumization, a private street within the condominium project to be considered general common element. **There is legal access documentation provided, however, there are no private or public streets to access the property.**

*B. Number of copies. The applicant for minor subdivision sketch plan shall submit eighteen copies of the minor subdivision sketch plan and supplemental material as required in this chapter, sized eight and a half inches by eleven inches for textual material and eleven inches by seventeen inches for maps that will be included in the commission public hearing packets. Additionally, the applicant shall submit four copies of all maps for staff review, each measuring no less than twenty-four inches by thirty-six inches, plus four copies of all other textual supplemental materials. Lastly, the applicant for minor subdivision sketch plan shall submit two electronic copies of the minor subdivision sketch plan and all supplemental materials as required by this chapter. **The Town needs 1 printed copy of everything and a digital copy for record keeping.***

(Ord. No. 9-2011, § 1, 12-12-2011)

16.10.030 - Minor subdivision sketch plan submittal—Completeness—Scheduling of hearing.

A. Following the pre-application conference and submittal of minor subdivision sketch plan application, the planning department shall have ten days to check the minor subdivision sketch plan for application completeness. This cursory review shall not be a review for strict conformance with the Code related to the type of proposed development, zoning compliance, comprehensive plan conformance, or conformance with the town's master plans. Town staff may notify the applicant that a longer period of time is needed to check for application completeness, and in such case, the planning department shall have an additional five days to check the minor subdivision sketch plan for application completeness;

B. If application is incomplete, the planning department shall notify the applicant in writing within fifteen days, and the applicant shall have no more than thirty days to respond with additional submittal materials that make the application complete. If the applicant is unable to complete the application within thirty days, the town administrator or his designee, in his sole discretion, may deem the application abandoned and void. The applicant may submit a new application for further consideration on the application;

C. If application is complete, the planning department shall have no fewer than fifteen days and no more than thirty days to review the minor subdivision sketch plan application for Code compliance;

D. Within ten days following the planning department's review of the application, the town shall schedule a public hearing before the commission to consider the application, using the following guidelines:

1. Conformance to the town's comprehensive plan, as amended from time to time; **Please see comprehensive plan section for additional information.**
2. The subject area is suitable for minor subdivision as defined by this title; **Property is not being subdivided, but minor subdivision sketch plan is required for PUD application**
3. All public utilities and a public street are in place on or immediately adjacent to the subject property; **Not Compliant- PUD Rezoning Request**
4. The minor subdivision plat shall comprise and describe not more than five lots, **Not Provided**
5. No part of the area sought to be subdivided has been previously subdivided pursuant to a minor subdivision or a subdivision exemption; **N/A**
6. The commission determines that it does not need all engineered design data and specifications required by [Chapter 16.04](#).

E. The applicant for minor subdivision sketch plan shall publicly notice the time, date and location of the public hearing before the commission, per the guidelines set forth in this title; **Compliant**

F. No public hearing may occur if the public notification has not occurred per the provisions of this title.

(Ord. No. 9-2011, § 1, 12-12-2011)

16.10.050 - Minor subdivision sketch plan—Commission review—Commission decision.

A. Within ten days after the meeting (or meetings, if the consideration of the minor subdivision sketch plan is continued), and following the applicant's public notification of application, the commission shall recommend to the board approval, approval within conditions or denial of the minor subdivision sketch plan submittal.

B. All decisions of the commission shall be final, subject to the applicant's right to appeal the decision to the board. **Not applicable, as the Board of Trustees (BOT) are the final decision-making body for the PUD. The Planning and Zoning Commissioners will make a recommendation to the BOT.**

C. A full written description of the commission's action on the application shall be stated upon the minutes for that meeting, and if the applicant so appeals the commission's decision to the board by the applicant, a copy of the minutes shall be promptly forwarded to the board.

D. The commission's recommendation for approval or approval with conditions of any minor subdivision sketch plan application shall only be valid for a period not to exceed three months.

E. The applicant shall submit a minor subdivision final plat within three months following the commission's approval or approval with conditions of the minor subdivision sketch plan application, and such minor subdivision final plat shall be in conformance with the commission's conditions for approval, if any.

F. The applicant for minor subdivision final plat shall publicly notice the time, date and location of board public hearing to consider the application, pursuant to the guidelines set forth in this title.

G. No public hearing may occur if the public notification has not occurred per the provisions of this title.

(Ord. No. 9-2011, § 1, 12-12-2011)

16.10.060 - Minor subdivision final plat submittal requirements. Not Required at this time

A. An applicant for minor subdivision shall submit a plat indicating the following:

1. Title of the subdivision, clearly stating that the application is a minor subdivision final plat;
2. Location and boundaries of all lots, with lots clearly numbered;
3. Boundaries of the minor subdivision;
4. Statement that the minor subdivision application conforms to all procedural requirements and engineered design data and specifications in [Chapter 16.10](#) of this Code;
5. Statement regarding the applicability of homeowners declarations, with the town as a third party beneficiary to the declarations;
6. Minor subdivision final plat certificates as follows:
 - a. Certificate of dedication and ownership, including all dedications, including utility, access, and drainage easements, and including parkland, open space, trails and drainage facilities, and the terms for which such easements and/or dedication shall occur;

- b. Surveyor's certificate from the engineer that prepared the minor subdivision final plat;*
- c. Board of trustees certificate;*
- d. Planning and zoning commission certificate;*
- e. Title insurance company's or title attorney's certificate;*
- f. Utility companies certificate; and*
- g. Garfield County Clerk and Recorder's Certificate.*

B. Number of copies. The applicant for minor subdivision final plat shall submit eighteen copies of the minor subdivision final plat as needed and as requested by the planning department, for the board hearing to consider the application. Additionally, the applicant shall submit four copies of all maps for staff review, each measuring no less than twenty-four inches by thirty-six inches, plus four copies of all other textual supplemental materials. Lastly, the applicant for minor subdivision final plan shall submit two electronic copies of the minor subdivision final plan and all supplemental materials as required by this chapter.

(Ord. No. 9-2011, § 1, 12-12-2011)

Property Location

Common Description: Parcel # 217910100025 Vacant Lot Between 9th Street and 10th Street; and Home Avenue and Grand Avenue

Legal Description: Section: 10 Township: 6 Range: 92 Subdivision: ROSETTE ANNEX Lot: 0 TR IN NWNE



Comprehensive Plan

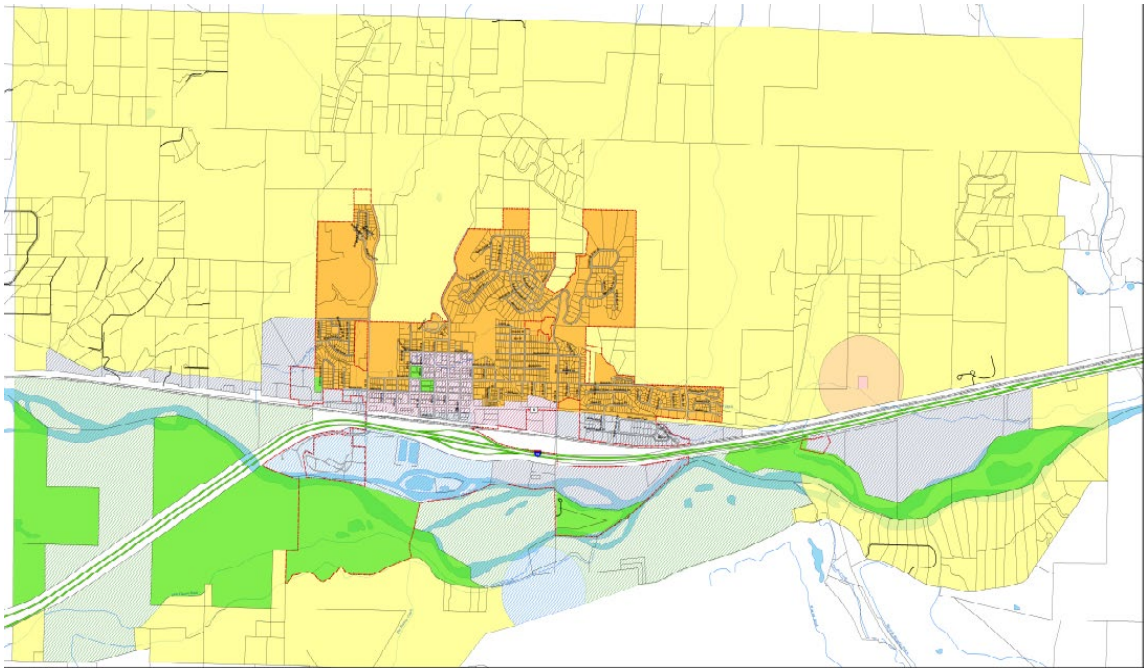
This property is located in the Neighborhood Residential designation of the Comprehensive Plan. Within this land use designation, the comprehensive plan recommends medium to high densities, allowing for single-family, duplexes, multi-family dwellings, as well as ADU's.

The comprehensive plan does specify, in the Neighborhood Residential designation, that there are older platted areas, such as this parcel, but that there is generally well platted streets and alleys to aid in dispersing traffic. This parcel, in particular, does not have access through any platted streets and the alley has been encroached upon, leaving a single entrance/exit through an access easement and partial alley, leaving insufficient access for medium to high density.

Although the Comprehensive Plan does allow for medium to high density in the Neighborhood Residential designation, Town Staff believes that each individual parcel needs to be taken into consideration. The Comprehensive Plan can't individualize each parcel, but rather gives an overview of what could generally work in different areas of Town. In the original platted areas of Town, such as this, it's especially crucial that the Town evaluate density on available access.

Town staff does not feel as if the proposed density is appropriate within this parcel, nor does the access support such density. Staff supports a residential designation for this parcel, however, given the limited access, at a much more restricted density. The access restrictions are of high concern for the Town.

The adjacent properties are primarily single- family dwellings, with a RES-PUD of individually owned duplexes to the east. Residential is compatible with the adjacent properties, but a single parcel with this density is not compatible.



Comprehensive Plan - Future Land Use 2017: Town of Silt, CO



Land Use Designation	Description/Characteristics	Locational Criteria
<p>Neighborhood Residential</p> <p>Zone Districts: R-1, R-2, and R-3</p>	<p>Those properties within the Comprehensive Plan Land Use Designation of “Neighborhood Residential” are expected to have medium to high densities of 5 units to 16 units per acre, with clearly designated areas for parks, open space, trails, and community gardens. This area is intended for a variety of housing types, such as single-family dwellings, duplex dwellings and multi-family dwellings (three or more dwellings upon a lot or within a building, whether further subdivided or not), and may include additional dwelling units (ADUs) in order to increase the density and functionality of the community, but not overly tax the infrastructure systems. The “Neighborhood Residential” area currently consists of some older platted areas and some newer re-developed or re-platted areas, but generally has very well platted streets and alleys that aid in dispersing traffic. The Town is supportive of re-development within this Comprehensive Plan Land Use Designation both on a small and large scale. Since this area is clearly within the Town’s core of development, the Town could well benefit from increases in density, because the necessary infrastructure is in place.</p> <p>The Town should work to encourage the building of pedestrian walkways, sidewalks, and/or trails in this area, so that community safety and reduction of vehicles are priorities. Since this area is adjacent to the “Downtown” core, the Town benefits from these residents supporting their own local economy by purchasing goods and services, by living in a live/work building or as pedestrians and bicyclists.</p> <p>The Town should enforce those abusing the Town’s rules and regulations, so that all may live in harmony and in close proximity.</p> <p>The Town should use good planning techniques to intersperse higher densities with lower to medium densities in order to spread out the impacts in a larger area.</p> <p>Since good park area is already in existence in this area, the Town should simply add to and enhance the existing parks and open space for solid community cohesiveness.</p> <p>The Town should carefully consider any marijuana application in this zone district.</p>	<p>Typically located north of downtown Silt which is close to major arterials, bounded by major streets with a direct connection to downtown internally served by a system of collector and local streets, as well as sidewalks and pedestrian/bike paths.</p>

Access

The application proposes that the project utilize the Town's 10' alley and the property owner's access easement of 20'.

The applicant has provided documentation of a legal easement for ingress, egress and utility installation, on the northern 20' of parcel #217910113003, also known as 220 9th Street.

The Town does have a 10' alley adjacent to the north of said easement, which would have provided the 30' means of ingress and egress noted on the application, however, the alley has been encroached upon, with a single-family dwelling (230 N. 9th Street) that was built in 1948.

This encroachment, and below code section, restrict the access to the above noted ingress and egress easement.

The Silt Municipal Code, section 16.02.080, defines alley as "public vehicular way or right-of-way which affords a secondary means of the vehicle or access to abutting property and which is not intended for general traffic circulation, but may be used for utility access and installation".

Alley access is not meant to be used as a primary means of access or general traffic circulation. The 20' easement does not meet the 22' minimum requirement for road access or the additional 6' pedestrian sidewalk access. The insufficient access is especially problematic for the density proposed, as it will make two-way traffic difficult for ingress and egress. It will be possible for the applicant to utilize the un-encumbered portion of the alley to provide the 22' minimum road access and 6' pedestrian sidewalk access. An updated survey of the encroachment needs to be provided, to better determine the available access widths equal the 28' required to provide vehicular and pedestrian access.

Emergency Services

The proposed sketch plan provides for limited access to the parcel, through the alleyway/ easement and limited turnaround space once inside the parcel, which causes significant health and safety concerns. Single agency response will be hampered by the limited space and residents will be severely impacted by any response. Multi-agency responses will be an exacerbation of the problem and perhaps untenable.

As applications are processed, there has to be consideration of possible scenarios that could take place, to help the Town in determine viability of a development. Two possible scenarios that would create a health and safety concern are:

1. If there is a medical call and the police department arrives first, they will need to park on 9th street, otherwise they will prevent the ambulance from direct access to the patient. Once an ambulance arrives, all parking spaces will be blocked until the conclusion of care is provided.

2. If there was a fire or gas leak and the fire truck pulled into the parking area, where needed to respond, all vehicles are blocked, causing no emergency vehicular exits for the occupants or visitors of the development. There will also be emergency response vehicles, such as police cars and an ambulance that will need to get as close of access as possible, causing limited on foot exits as well. Given that this proposal is specific to Veteran's, some of whom will be disabled, vehicular egress might be their only option to escape from danger.

The Town of Silt Police Department also provided feedback:

"We think it's a good project; however, there just isn't enough room at the proposed location to make it viable. The issues identified below will be long term issues that will never be solved. Here is our initial feedback from the PD perspective:

1. *We have concerns regarding the property having only one entrance/exit, and that the one entrance/exit is an alley/easement. Our opinion is that a facility of this magnitude and traffic flow potential should have direct street access.*
2. *There is severely limited access for emergency services (Police, Fire, EMS). Traffic control would be required on any EMS call.*
3. *Access to the property is not wide enough for two-way traffic.*
4. *Parking issues –*
 - a. *Tandem parking for different residents would create a management nightmare, and is a very bad idea.*
 - b. *Aside from handicap parking complaints, the PD will not respond to parking issues at the facility.*
 - c. *No visitor parking.*
 - d. *Only one handicap parking space does not seem to be enough for the size of the facility."*

Colorado River Fire Rescue (CRFR) also submitted comments, which are attached at the end of this report.

Pedestrian Access

The applicant proposed a 6' sidewalk within the Town's 10' alley, however, as previously discussed the alley has an encroachment preventing this sidewalk from being installed exclusively within the alleyway. The Town requires pedestrian access, so the applicant needs to find a new proposal to connect a pedestrian walkway from the property to adjacent roadways. Ideally the sidewalk would be moved to the south of the ingress and egress, but that would further prevent vehicular access.

Parking

The SMC requires a minimum of two parking spaces per single family or duplex unit. The Town also prohibits “stacking” of spaces.

The applicant has proposed 13 living quarters, including 2 single family units, 5 duplex dwellings (10 housing units) and a manager’s unit, as well as a community building.

Per the SMC requirements, the applicant should be providing 26 parking spaces for the dwelling units and 2 spaces for the community building, totaling 28 required parking spaces. The proposal includes 14 parking spaces, 8 of which are tandem (stacked) and only one of which is ADA compliant.

The proposed parking is significantly insufficient for the proposed density.

The applicant has stated that there is not a need for more than 1 ADA complaint parking space and that not every occupant will have a vehicle. Visitor parking has not been addressed.

Town Staff finds the parking proposal to be inadequate for the proposed use and future uses, should the Western Slope Veterans Coalition no longer be operating at this location. Part of the planning process, is to determine if the requirements are being met with the current proposal, as well as future occupancies.

The lack of ADA compliant spaces for veterans, as well as tandem parking raises health and safety concerns, especially when taking into consideration that all parking will be blocked if there is a delivery truck, plow truck, trash truck or emergency response vehicle pulled into the parking lot.

17.52.020 - Parking requirements.

A. Off-street parking space(s) shall be provided on every lot on which any of the following uses set out in Section [17.52.030](#) are proposed or established;

B. The number of parking spaces provided shall be no less than the number specified in Section [17.52.030](#) for various uses;

C. Each parking space shall be provided with continuous width permanent surface (asphalt, concrete or other material as determined by the town administrator or his designee) of vehicular access to a street or alley;

*D. Each required parking space shall be designed to afford access to the street at all times (i.e., **no “stacking” of spaces shall be allowed**);*

E. All regulations pertaining to the Americans with Disability Act shall be complied with;

F. All parking spaces (except those serving single-family units) shall be designed to allow for turning so that a vehicle exits the parking lot in a forward facing direction; and,

*G. Uses shall provide off-street parking as required by this section, except for areas within the downtown commercial parking district, defined as all those areas between 5th and 9th Street, and between Home Avenue and Front Street. These areas shall calculate off-street parking requirements according to Section [17.52.030](#), but shall be allowed to count all on-street parking immediately adjacent to the subject parcel. The town shall make final determination for off-street parking requirements, upon application for building permit or commercial site plan review. **Property is not immediately adjacent to a public right-of-way, so there is not an option for on street parking.***

(Ord. 16-03 § 1 (part))

17.52.030 - Schedule of requirements by use.

OFF-STREET PARKING REQUIREMENTS

Uses	Required Parking
A. Residential	
Single-family detached dwellings Duplex dwellings.	Two spaces per dwelling unit, not within an enclosed structure.
Libraries, community centers, and public buildings (not office building).	One space for each four hundred square feet of gross floor space.

Utilities and Drainage

The proposed location will need the following utility and drainage improvements:

1. Extend 8” sewer main with a man hole at the end and then determine where and what size the tap will be within the extension. All units will need individual taps.
2. Tap onto existing 8” water main on 9th, then extend into the development, where the line will “T” between the development and the hydrant. Size pending final development plans and recommendations.
3. Fire hydrant will need to be installed at the end water line.
4. Irrigation is existing in utility easement, just the taps will be required.
5. All main extensions will need to be dedicated to the Town and service lines will be property owners’ responsibility.

6. The Town needs a drainage plan from the applicants engineer, as this parcel is in the 100-year flood plain.

Open Space

The open space and landscaping are being proposed in utility, drainage and access easements. There is not sufficient open space for congregating or to allow for the developments occupants to enjoy the quality-of-life benefit that open space provides. The open space needs to be further addressed.

Future Uses

Town Staff, P&Z Commissioners and Trustees look at zoning with several lenses, one of which includes future uses. The proposal is specific to the Veteran's Coalition and what is needed for their project. The question for the future use, if the Coalition is no longer operating from this location, is does this density make sense. Will the next property owner try to create different condominiums? Will this turn into 14 different parcels, without adequate access and parking?

Referral Comments

Please see the attached comments from the Town's Engineer and CRFR, at the end of the staff report.

Overall Staff Findings and Planning Recommendation

Staff appreciates the Veteran's Coalition and all of the work that they do. This project is needed and very admirable, however, we do not believe this location is a viable option for the proposed use, or requested zoning changes and variances.

Town Staff recommends denial of the application for Sketch Plan and PUD, based on the Silt Municipal Code as well as health and safety concerns, as stated in this report and below:

1. 16.12.010 A – The site does not “contain sufficient total area in relation to the intended use . . . to permit effective application of planning principals.” The site is constrained by floodplain and drainage limitations. The site lacks adequate space for parking in conformance with Town code in terms of total number of spaces, stacking of parking spaces, and availability of visitor parking. The site does not contain adequate space for proper circulation of vehicles creating risks for access by emergency responders and ability

to evacuate residents in event of an emergency. 16.12.030 C. and F. Finally, the site lacks adequate space for functional open space as required for approval of a PUD. 16.12.030 D.

2. 16.12.010 B- The proposed plan exceeds “slight to moderate deviation from the Town’s general zoning code.” The proposed plan requires drastic deviations from the zoning code in the form of parking.

TYPE OF REGULATION	Current R-2 Zoning Allowances	Proposed with PUD
Lot area (minimum square feet)	5000	No Minimum- Lot is 30,492
Lot area/unit (minimum sf)	2500	2,178
Maximum lot coverage (%), not including solar devices	60	Drawings are not to scale. Unable to accurately determine, until revised site plan is submitted with measurements to scale.
Minimum unit size (square feet)	1000	10 units @ 364 Sq. Ft. 2 units @ 1,064 Sq. Ft. 1 unit @ 936 Sq. Ft. 1 unit @ 1,070 Sq. Ft. 1 Garage @ 372 Sq. Ft. Storage @ 500 Sq. Ft.
Parking Requirements	2 spaces per dwelling unit, no stacked parking	1 space per dwelling unit and stacked parking
Vehicular and Pedestrian Access	22’ road width, for 2-way traffic and 6’ pedestrian sidewalk	20’ road width and 6’ sidewalk. Access is limited to the 20’ access easement and possibly part of an encroached alleyway. A survey is needed to determine actual width of access options.

3. The proposed PUD will not “have an appropriate relationship to the surrounding area, with adverse effects on surrounding zone districts” 16.12.030 A. The lack of adequate parking will have this spill onto public roads in surrounding neighborhoods.
4. The site is less than 2 acres which is the Code minimum for a PUD, except under exceptional circumstances. 16.12.030 I.

5. 17.52.030- The applicant has not demonstrated adequate access and circulation from the public road to the building/parking area for residents, emergency vehicles and pedestrians.

The Planning and Zoning Commission will be a recommending body for the Board of Trustees.

The Town has made other introductions, for possible locations that this project could be developed. A partnership with the Veteran's Coalition is a top priority and the Town will continue to work with the Veteran's Coalition to look for viable alternative locations.

Recommended Motion:

I make a motion to recommend denial of the Sketch Plan and PUD proposal for the Western Slope Veteran's Coalition, located at parcel #217910100025.



Colorado River Fire Rescue

1850 Railroad Avenue • Rifle, Colorado 81650
Telephone: (970) 625-1243 • Fax: (970) 625-2963 • www.crfr.us

Nicole Centeno
Town of Silt

May 30, 2024

Reference: WSVC Silt Neighborhood

Nicole,

I have reviewed the latest site plan and packet for WSVC Silt Neighborhood and have the following comments and concerns.

1. The site plan is hand-drawn and not scalable for my final review. Emergency vehicle access points and turnarounds are noted on plans but are not scalable. Engineered drawings will be required for future reviews.
2. Emergency access to the 20' roadway is minimal and does not allow parking. No parking signs shall be installed in all areas designated for emergency access. The fire truck turnaround shall be signed, "No Parking." The shown access is concerning due to our minimum apparatus response to a Medical EMS call. We will send an ambulance and an engine to the call; a police officer will also respond. Three vehicles will potentially block all other access to the site. For a fire call to this site, we will send at least two fire engines and an ambulance. This site could become blocked easily and potentially dangerous to responders and occupants. One suggested way to minimize the amount of apparatus for a fire call at this site is to install fire sprinklers in each building. This will keep any fire small and contained in one unit and minimize the spread between buildings. Water taps will need to be increased in size if buildings are sprinkled. Small fires mean fewer fire apparatuses are on site. As a mixed occupancy, the MGR/Community building may already be required to be sprinkled due to the building code.
3. The Fire truck turnaround, as drawn on the east side, shows a 10' alley and trees planted below in a green area. This will need to be changed, and the green area must be removed, as it will need to be part of the fire truck turnaround. This area must be 20' wide and 70' long from the center point of the turnaround.
4. Emergency access roads and turnaround shall be engineered to support the weight of the fire apparatus. Documentation shall be provided.

The comments made may be changed as new plans become available. Please feel free to contact me with any questions or concerns.

Orrin D. Moon, Division Chief/Fire Marshal.

Mission Statement:

"We are Ready; We Protect Life, Home, and Property."



☐ APPROVED

☐ APPROVED W/ COMMENTS

☐ REVISE AND RESUBMIT

☒ FOR INFORMATION ONLY

This review is only for general conformance of the design concept of the project and general compliance with the Town/City Municipal Code and the Public Works Manual. Corrections or comments made on these drawings during this review do not relieve Engineer of Record from compliance with the Federal, State, County, Town, City or local district regulations or guidelines.

BY Deric Walter DATE 5/29/2024

This plan is being reviewed for general conformance and guidance under a PUD-Sketch Plan.

There is a significant offsite drainage basin that enters from the north. See the drainage analysis prepared by Jerry C. Law for the adjacent 130 N. 9th St.

This area must be designed so that a fire truck parked next to the hydrant does not block other emergency service vehicles. The hydrant may need to be in the southeast landscape island and a 26' wide platform provided if an aerial truck is to be used. Coord closer with CRFR.

The sidewalk should be moved to the south side so that pedestrians do not have to cross the access drive to use it and to avoid an unnecessary conflict with the existing driveway on the north side.

Local Road width is 22' min. (2-11' lanes). Anything less will require BOT and CRFR approval.

What is an inverted walk? In any case, it's my opinion that a single sidewalk on the south side is sufficient. That said, it cannot be inclusive of the vehicle access as it is essential space for pedestrians.

Who owns the 'access' rights? If it's another entity, then you probably cannot plant/install obstructions.

dumpsters cannot be rolled into the HC zone (what if a car is parked there?). May need to find a different location

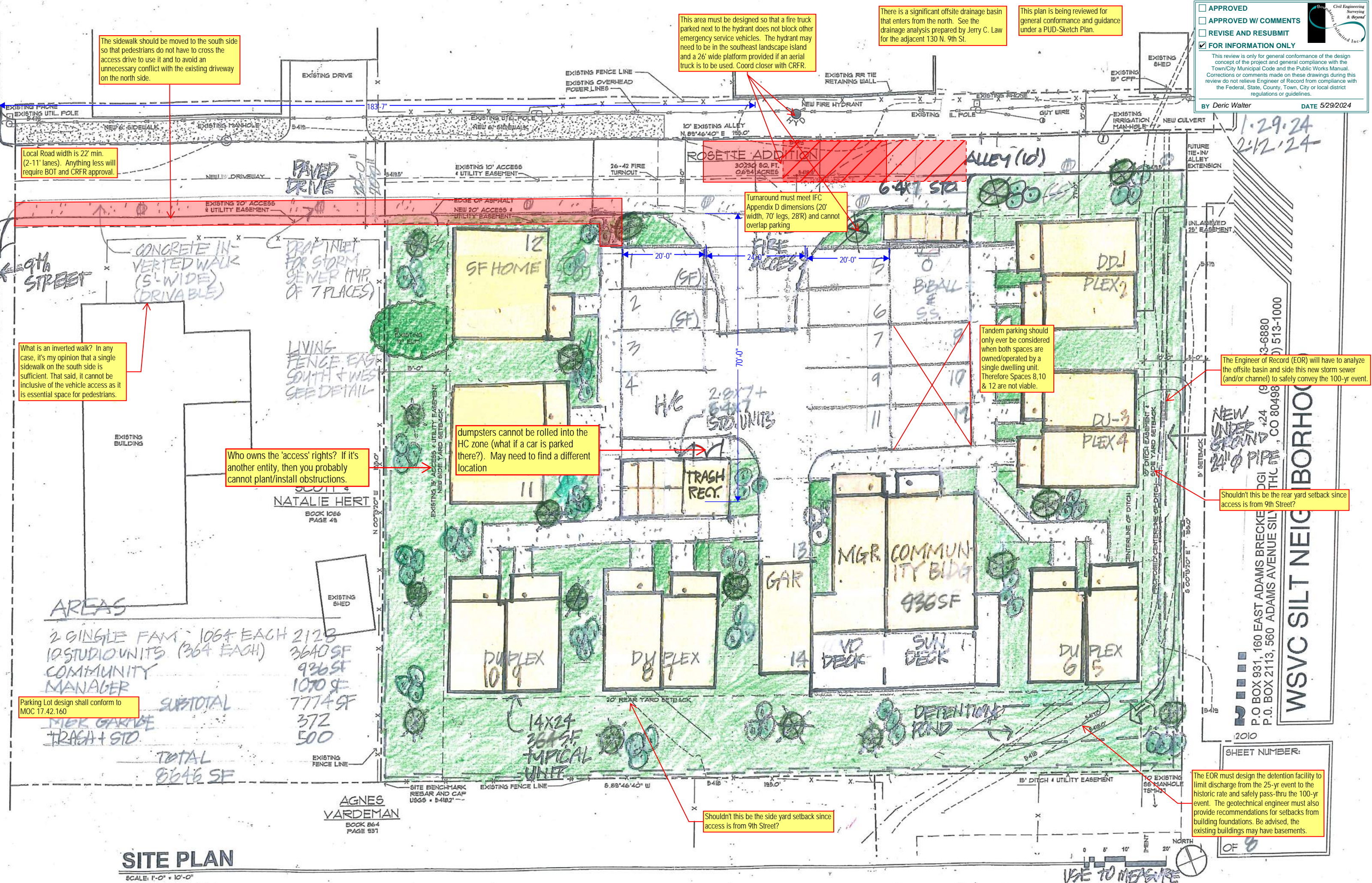
Tandem parking should only ever be considered when both spaces are owned/operated by a single dwelling unit. Therefore Spaces 8, 10 & 12 are not viable.

The Engineer of Record (EOR) will have to analyze the offsite basin and side this new storm sewer (and/or channel) to safely convey the 100-yr event.

Shouldn't this be the rear yard setback since access is from 9th Street?

Shouldn't this be the side yard setback since access is from 9th Street?

The EOR must design the detention facility to limit discharge from the 25-yr event to the historic rate and safely pass-thru the 100-yr event. The geotechnical engineer must also provide recommendations for setbacks from building foundations. Be advised, the existing buildings may have basements.



SITE PLAN
SCALE: 1" = 10' - 0"



SHEET NUMBER:
OF 8

WSVC SILT NEIGHBORHOOD

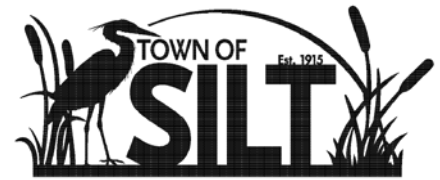
P.O. BOX 931, 160 EAST ADAMS BRECKENRIDGE, CO 80424
P.O. BOX 2113, 560 ADAMS AVENUE SILVER THROAT, CO 80498

2 SINGLE FAM	1064 EACH	2128
10 STUDIO UNITS	(364 EACH)	3640 SF
COMMUNITY MANAGER		936 SF
		1070 SF
		7774 SF
		372
		500
SUBTOTAL		
TOTAL		8646 SF

Parking Lot design shall conform to MOC 17.42.160

AGNES VARDEMAN
BOOK 864
PAGE 931

SCOTT & NATALIE HERT
BOOK 1066
PAGE 48



Land Use Application Form

<input type="checkbox"/> Amended Plat	<input type="checkbox"/> Boundary Adjustment	<input type="checkbox"/> Subdivision Exemption
<input type="checkbox"/> Annexation	<input checked="" type="checkbox"/> Sketch Plan	<input type="checkbox"/> Floodplain Development
<input type="checkbox"/> Final Plan	<input checked="" type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Vacation of Right-of-Way
<input type="checkbox"/> Text Amendment	<input type="checkbox"/> Site Plan Review	<input type="checkbox"/> Re-Subdivision Final Plan
<input type="checkbox"/> Easement Agreement	<input type="checkbox"/> Zoning or Rezoning	<input type="checkbox"/> Subdivision Improvement Agreement
<input type="checkbox"/> Preliminary Plan	<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Annexation & Development Agreement
<input type="checkbox"/> Zoning Variance	<input type="checkbox"/> Other: _____	

Project Name: Western Slope Veterans Coalition (WSVC) - Housing for Homeless Veterans

Project Description / Property Information:

Address: N/A Parcel ID Number: 217910100025

Legal Description (*attach additional sheets if necessary*): S10 T6 R92 Rosette Annex

Access to Property: Access Easement off of 9th Street to Property

Acreage or Square Footage: 30,492sf/.91acre Existing Land Use Designation: Neighborhood Residential

Proposed Land Use Designation: Neighborhood Residential
R2 w/ Mixed Use

Existing Zoning: Overlay Proposed Zoning: R-2 (possible SUP)

Proposed Use / Intensity of Use: Multi Family, 5 duplex bldgs(10 units), 1 managers unit and 1 community bldg, 2 small single family homes. (Total 13 residential units, 1 community gathering bldg.)

Submittal Requirements:

- Initially, a completed application with original signatures and four copies shall be submitted to the department for review. The application shall include four sets of 24" x 36" plans, plats and other appropriate drawings. Application must also be submitted in electronic format (MS Word).
- In addition to this application, all information on the supplemental checklist must be submitted.
- Incomplete applications will not be accepted and will delay processing.
- When the documents are deemed adequate, additional copies as required by the department shall be submitted ten (10) days before the public hearing.
- All documents submitted for public hearing shall be hole-punched, collated and paper-clipped (no staples). All plans, plats or drawings shall be folded to 8 1/2" x 11" and inserted into the collated application. Each individual application shall be banded together and ready for public distribution.

STAFF USE ONLY

Pre-app conference: _____ (date)	Application received: _____ (date)
Application complete: _____ (date)	File Number: _____
Fees: _____	Referrals Sent: _____ (date)
Deposits: _____	PZC approval: _____ (date)
Paid: _____ (date)	BOT approval: _____ (date)

Project Team Information (fill in all that apply) *(add additional sheets of needed):***Property Owner(s):** Name: Marc and Marilyn Hogan Phone: 970-389-1536Company: BHH Partners Fax: _____Address: PO Box 2607, Breckenridge, CO 80424**Authorized Rep.:** Name: John Kuersten Phone: 970-618-9518Company: Red River Development/Kuersten Construction Fax: _____Address: PO Box 1530, Rifle, CO 81650**Engineer/Designer:** Name: Marc Hogan, Architect/Owner Phone: _____

Company: _____ Fax: _____

Address: _____

Billable Party: Owner ☒ Representative _____ Engineer _____

The Billable Party, by signing below, hereby agrees to reimburse the Town the actual costs to the Town plus 15% administrative fees for all engineering, surveying and legal services rendered in connection with the review of the Application. The Billable Party shall also reimburse the Town for the cost of making any corrections or additions to the master copy of the official Town map and for any fees for recording any plats and accompanying documents with the County Clerk and Recorder of Garfield County. The Billable Party agrees that interest shall be imposed at a rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

Marc Hogan § _____

Name (printed)

PO Box 2607, Breckenridge, CO 80424

Address

970-389-1536

Phone

Fax

Signature

Type of Identification

Disclosure of Property Ownership

_____ If owner is an individual, indicate name exactly as it appears on the deed.

_____ If owner is a corporation, partnership, limited partnership or other business entity, name principals on a separate page. Please include articles of organization, partnership agreement, etc., as applicable.

_____ If owner is a land trust, name beneficiaries on a separate page.

_____ If applicant is a lessee, indicate the owner(s) on a separate page.

_____ If applicant is a contract purchaser, attach a copy of the contract and indicate the owner(s) on a separate page.

Please provide the name(s), mailing address(es), street address(es) and phone number(s) for all owners.

Property Owner Affidavit

I/We, Marc Hogan, being first duly sworn, depose and state under penalties of perjury that I am (we are) the owner(s) of the property described herein and which is the subject of the application and proposed hearings; that all answers provided to the questions in this application, and all sketches, data and all other supplementary matter attached hereto and made part of this application are honest and true to the best of my (our) knowledge and belief. I (we) understand that this application must be complete and accurate prior to a hearing being scheduled. I (we) authorize Town staff to visit the site as necessary for proper review of this application.

(If there are special conditions such as guard dogs, locked gates, restricted hours, etc., please give the name and phone number of the person(s) who can provide access to the site)

Marc Hogan
Name (printed)

PO Box 2607

Breckenridge, CO 80424

Address

970-389-1536

Phone

Fax

Signature

Type of Identification

County of _____)

State of _____)

Sworn to and subscribed before me this _____ day of _____, _____.

(fill in day)

(fill in month)

(fill in year)

By _____
(name printed)

Witness my hand and official seal.

Notary Public

My Commission expires: _____

Name (printed)

Address

Phone

Fax

Signature

ss.

(seal)

Authorized Representative

I/We further permit John Kuersten to act as my/our representative in any manner regarding this application, to answer any questions and to represent me/us at any meeting(s) and public hearing(s) which may be held on this application.

NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.

Marc Hogan
Name (printed)

PO Box 2607

Breckenridge, CO 80424
Address

970-389-1536

Phone

Fax

Signature

Type of Identification

County of _____)

State of _____)

ss.

Sworn to and subscribed before me this _____ day of _____, _____ .
(fill in day) (fill in month) (fill in year)

By _____
(name printed)

Witness my hand and official seal.

Notary Public

My Commission expires: _____

Town of Silt Community Development

231 N. 7th Street, Silt Colorado 81652; (970)876-2353 ext. 108



LAND USE ACTIVITY IMPACT STATEMENT

Marc Hogan

Name of Applicant: Western Slope Veterans Coalition Date: 11/29/2023

Location of Property: Just east of 9th street between Home and Grand

Land Use Request: PUD

Please answer the following questions to the best of your ability. Attach additional pages as needed.

1. Is your request compatible with the Silt Municipal Code? ☒ Yes ☐ No

2. Is your request compatible with the Silt Comprehensive Plan? ☒ Yes ☐ No

If not, how is your request useful to the Town of Silt?

3. Explain how your request is compatible with the immediate area surrounding the site.

Comprehensive Plan encourages infill development and a variety of housing types with a close knit neighborhood. (page7)
Multi family and duplexes are encouraged in the R2 Zone District (page 18)

4. How is your request desirable for the Town of Silt?

Provides a valuable and much needed resource for our Military Veterans in our community.

5. Detail any real or possible environmental, town service, or other impacts your request may have.

Minimal Impacts. See Project Narrative or PUD Guide.

6. Are there or have there ever been any landfills on any part of the property included in your request? Yes ☒ No

7. Please mark all the concerns or impacts listed below which apply to your request and give a brief statement about how you have addressed them.

See attached Project Narrative

- a. ☐ traffic
- b. ☐ town services (water, sewer, etc.)
- c. ☐ signage
- d. ☐ open space
- e. ☐ schools
- f. ☐ emergency services (police, fire, medical)
- g. ☐ other utilities (electrical, etc.)
- h. ☐ other (pollution, etc.)

Please list any other items or information which you feel would be of help in assessing your application. *See attached Project Narrative*



Project Narrative

Applicant

Western Slope Veterans Coalition, John Petit, Representative

Property Owners

Marc and Marilyn Hogan

Land Use/Developer Consultant

John Kuersten

Property

30,492 sf parcel accessed by an easement from 9th street going east between Home and Grand Avenue.

Project Description

Garfield County has at any one time more than 20 homeless veterans. The Western Slope Veterans Coalition (WSVC) has made it their goal to provide housing for as many local veterans in need as possible.

This Project would have 2 single family units, 10 units in 5 duplex type buildings for residents. It would also have a manager's unit and a small Community Building. The manager would live on site full time to assist the tenants and oversee general conformance with the rules. The Community Building would be a common gathering area that could have a pool table and/or other recreational activities. This building may include a small counseling room for VA counselors to use for meetings with the veterans.

There will be 14 small storage units on site for personal belongings. These would be large enough to hold a bicycle and a few other items. We anticipate most of the tenants not owning a car and would use a bike or walk. This location is attractive as it is walking distance to the RFTA bus stop and the two Dollar stores and well as both convenience stores.

WSVC would utilize a screening process for the tenants to try and verify that there are no violent or sexual offenders in these units. The onsite Manager would be there for monitoring the tenants to for compliance with the rules including behavior and substance abuse.



Compliance with Town of Silt Comprehensive Plan

Growth from the Core, page 7.

"Promote infill development/redevelopment which should be (first)priority for future growth, instead of continuously expanding borders with annexations."

Promote a range of attainable housing choices, page 7.

"Approve a variety of inclusive housing types that allow individuals and families to remain in the area."

Enhance Silt's image and design, page 7.

"Promote cohesive, integrated development patterns from the Town's core, establishing closeknit neighborhoods that foster community interaction, while encouraging growth where infrastructure exists."

Policy A1, page 14

"Promote compact development patterns by encouraging infill and new development within Teir 1 Primary Growth Area."

Land Use Designation(existing), R-2, page 18

"Are expected to have high densities of 5 units to 16 units per acre"

"This area is intended for a variety of housing types, such as single-family dwellings, duplex dwellings and multi-family dwellings (three or more dwellings upon a lot or within a building"

"The Town in supportive of redevelopment within this Comprehensive Plan Land Use Designation both on a small and large scale. Since this area is clearly within the Town's core of development, the Town could well benefit from increases in density, because the necessary infrastructure is in place."

Economic Development, Policy C5: Establish partnerships with the public and private entities to benefit the community. Page 34.

Action C5.1: Encourage the private sector to participate in partnerships with nonprofit or public agencies to provide community benefits and services.

Housing, Goal 2: Encourage higher density residential housing areas around neighborhood centers and within existing downtown core. Page 36

Policy D4: Encourage development and redevelopment/infill within and close to the existing downtown by promoting incentives that stimulate reinvestment in older neighborhoods.



Potential Impacts

Traffic – limited impacts are anticipated to the traffic as these units are only 1 bedroom and many tenants may not even have an automobile to drive. This location is ideal due to the close proximity of the RFTA bus stop a short walking distance away.

Town Services (water, sewer, etc.) – limited impacts are anticipated as these units will be 1 bedroom/1 bathroom. All utilities appear to be available in 9th street and would be extended to the site in the access easement location.

Signage – No large signage is needed or anticipated. We would anticipate a road sign and possibly a small sign at the entrance off of 9th street showing the WSVC housing location.

Open Space-There will be open space around the entire project. The North side will have the access road on most of this area, but the west and south will have a landscape buffer/open space of approximately 15' to the adjacent properties and the east side will have approximately 10' landscape buffer/open space. The spaces between the units will also be open and landscaped.

Schools-We do not anticipate these tenants having children, however, if there was, Cactus Valley Elementary School is within walking distance. There are also buses from that school to other schools in the area.

Emergency Services (police, fire, medical)-The access will be wide enough to accommodate emergency services vehicles and a hammerhead turnaround for the longer fire trucks has been incorporated into the site.

Other utilities (electrical, etc.)-all utilities appear to be available in 9th street and would be extended down the access easement to the property. See Will Serve Letter from Xcel Energy.

Other (pollution, etc.)-Nothing anticipated at this time.

Summary

This is a one-of-a-kind project for our area that is desperately needed to assist our homeless military veterans that have selflessly served our country. It is our opportunity to return the favor for their service.



PUD Guide

WSVC Subdivision to consist of:

2 single family homes at 1,064 sf each, for a total of 2,128 sf.

10 studio units at 364 sf each for a total of 3,640 sf.

1 community building at 936 sf.

1 managers unit at 1,070 sf.

1 garage for the manager at 372 sf.

Trash and storage area of 500sf.

(The above may change slightly with the final design.)

1. Entire project to be Owned by one entity. Individual units not to be sold separately.
2. Access to be from 9th street on an existing access and utility easement. Construction and maintenance of this easement to be by WSVc.
3. No parking allowed on the access drive or emergency vehicle turn around. Signage by Owner.
4. 12 Parking spaces to be provided. Tandem parking to be utilized for 3 of these spaces.
5. Manager to live on site to monitor all activities and tenants.
6. There will be 2ea-8x7 and 12ea-4x7 storage lockers on site.
7. One central trash enclosure and dumpster to be provided.
8. Landscaping to be provided and maintained by Owner.
9. New fencing around East, South, and West perimeter constructed and maintained by Owner. A "living fence" design to be utilized at the East, South, and West to soften the fence line boundary. North fence is existing, but Owner will share any costs of repair or maintenance with adjoining property owner.
10. The owner/Manager will conduct a thorough background check on potential tenants to assure there are no violent or convicted sex offenders living on site.

JOB NO:
DATE: 1.29.24
DRAWN BY:
CHECKED BY: 2.12.24



9th STREET

CONCRETE IN-
VERTED WALK
(5' WIDE)
(DRIVABLE)

DROP INLET
FOR STORM
SEWER (TYP.
OF 7 PLACES)

LIVING
FENCE EAST
SOUTH + WEST
SEE DETAIL

SCOTT &
NATALIE HERT
BOOK 1066
PAGE 48

AREAS

2 SINGLE FAM - 1064 EACH	2128
10 STUDIO UNITS (364 EACH)	3640 SF
COMMUNITY MANAGER	936 SF
	1070 SF
SUBTOTAL	7774 SF
MGR GARAGE	372
TRASH + STD	500
TOTAL	8646 SF

AGNES
VARDEMAN
BOOK 864
PAGE 937

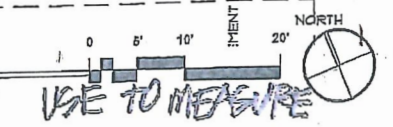
P.O. BOX 931, 160 EAST ADAMS BRECKENRIDGE, CO 80498 (970) 453-6880
P.O. BOX 2113, 560 ADAMS AVENUE SILVERTHORPE, CO 80498 (970) 513-1000

WSVC SILT NEIGHBORHOOD

2010
SHEET NUMBER:
1
OF 8

SITE PLAN

SCALE: 1" = 10'-0"



JOB NO:
DATE:
DRAWN BY:
CHECKED BY:
1-29-24
2-12-24

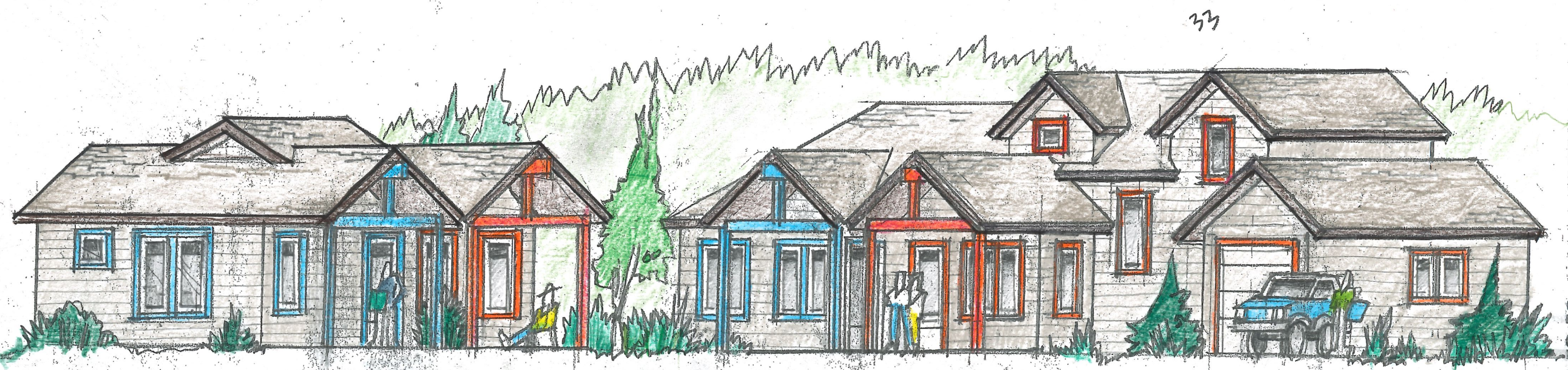
dnn Partners
P.O. BOX 931, 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 453-6880
P.O. BOX 2113, 560 ADAMS AVENUE SILVERTHORNE, CO 80498 (970) 513-1000

WSVC SILT NEIGHBORHOOD

©2010

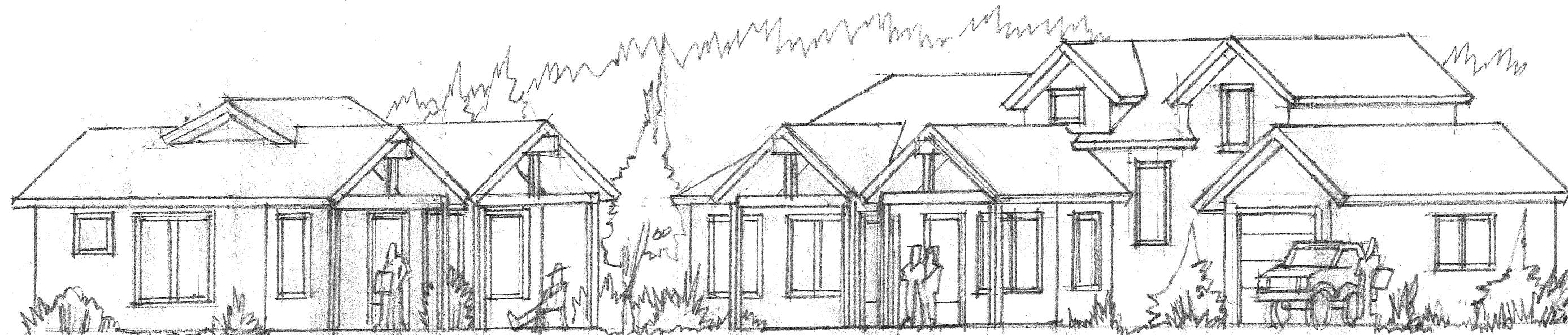
SHEET NUMBER:

2
OF 8



TINY HOMES 3&4 COMMUNITY SPACE AND MANAGERS UNIT

JOB NO:
DATE:
DRAWN BY:
CHECKED BY:
1.29.24
2.12.24



dnn Partners

P.O. BOX 931, 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 453-6880
P.O. BOX 2113, 560 ADAMS AVENUE SILVERTHORNE, CO 80498 (970) 513-1000

WSVC SILT NEIGHBORHOOD

UNITS 3 AND 4 COMMUNITY SPACE AND MANAGERS UNIT

©2010

SHEET NUMBER:
3
OF 9

EXISTING CONDITIONS SURVEY

A Parcel of Land Situated in the NW1/4NE1/4 of Section 10, Township 6 South, Range 92 West of the 6th P.M., County of Colorado

JOB NO:
DATE:
DRAWN BY:
CHECKED BY:

1.29.24
2.12.24

REVISION DESCRIPTION

BOOKCLIFF
Survey Services, Inc.

EXISTING CONDITIONS SURVEY

MARC HOGAN
P.O. BOX 2607
BRECKENRIDGE, CO 80424

FILE: 06110-01
DFT. TG
CK. M.JL
DATE: 5/24/06

bhh Partners

P.O. BOX 931, 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 453-6880
P.O. BOX 2113, 560 ADAMS AVENUE SILVERTHORNE, CO 80498 (970) 513-1000

WSVC SILT NEIGHBORHOOD

©2010

SHEET NUMBER:

4

OF 8

PROPERTY DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NW1/4NE1/4 OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID PARCEL OF LAND IS MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE TOWN LIMITS LINE OF THE TOWN OF SILT, COLORADO WHENCE THE STREET SURVEY CONTROL POINT AT THE INTERSECTION OF GRAND AVENUE AND NINTH STREET IN SAID TOWN BEARS S89°46'40"W 120.00 FEET AND N00°13'20"W 155.00 FEET; THENCE N89°46'40"E 195.00 FEET ALONG SAID TOWN LIMITS LINES; THENCE S00°13'20"E 155.00 FEET ALONG THE WEST LINE OF THE CENTER ADDITION TO SAID TOWN; THENCE S89°46'40"W 195.00 FEET; THENCE N00°13'20"W 155.00 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD
STATE OF COLORADO

NOTES

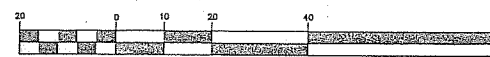
- 1.) DATE OF SURVEY WAS MAY 16, 2006.
- 2.) CONTOUR INTERVAL FOR THIS SURVEY IS 1 FOOT.
- 3.) ELEVATIONS FOR THIS SURVEY ARE BASED ON AN ASSUMED ELEVATION OF 5418.2' ON THE REBAR & CAP, LS NO. 14111 SHOWN HEREON.
- 4.) THIS EXISTING CONDITIONS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT COMMITMENT AND DOES NOT REPRESENT A TITLE SEARCH BY THIS SURVEYOR OR BOOKCLIFF SURVEY SERVICES, INC. OF THE PROPERTY SHOWN TO DETERMINE OWNERSHIP, COMPATIBILITY WITH ADJOINING PARCELS, OR EASEMENTS OR ENCUMBRANCES OF RECORD AFFECTING THIS PARCEL.
- 5.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SURVEYOR'S STATEMENT

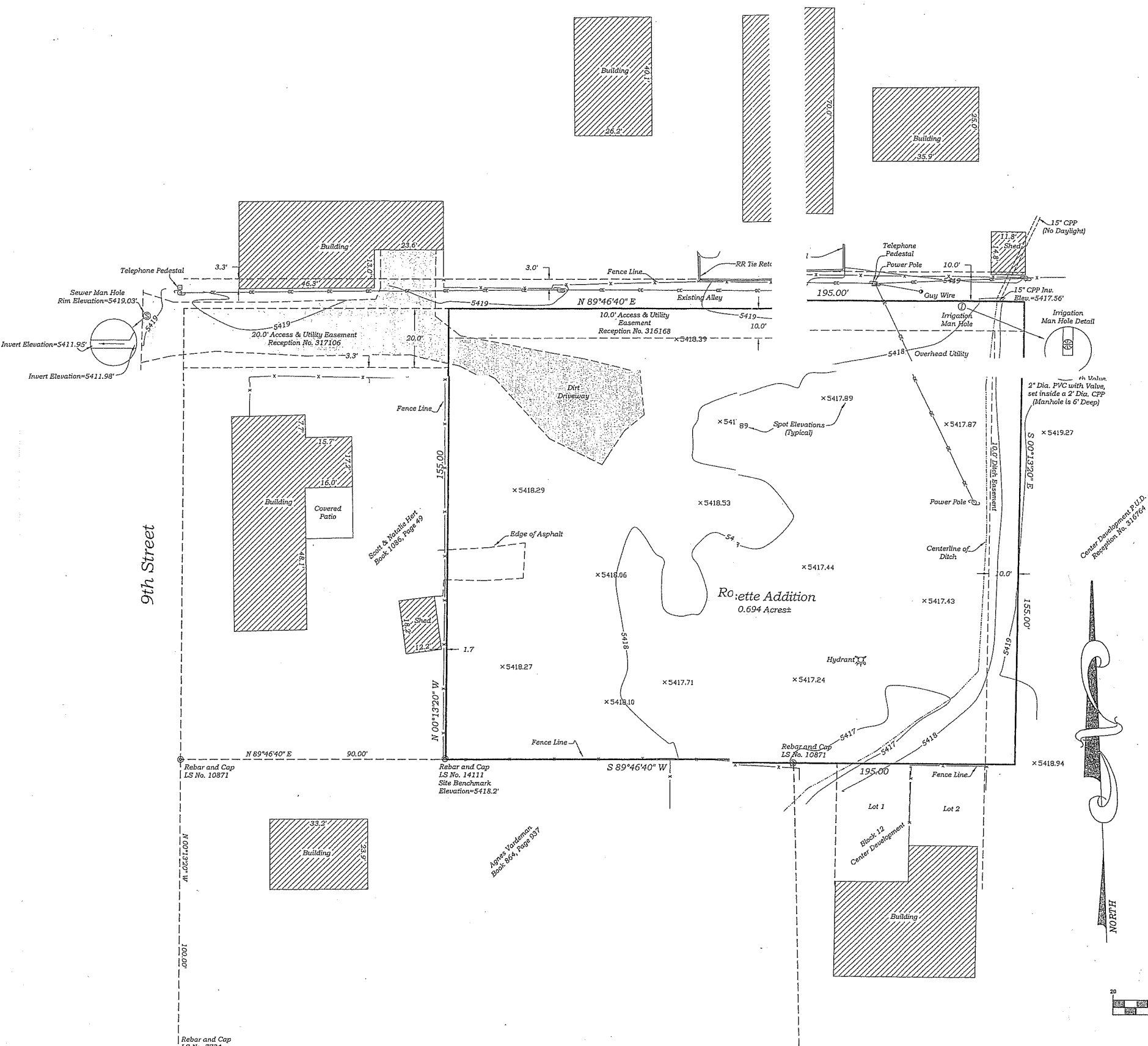
I, MICHAEL J. LANGHORNE, A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PREPARED ON THIS DATE MAY 24, 2006 BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING THAT THIS MAP IS A TRUE REPRESENTATION THEREOF.

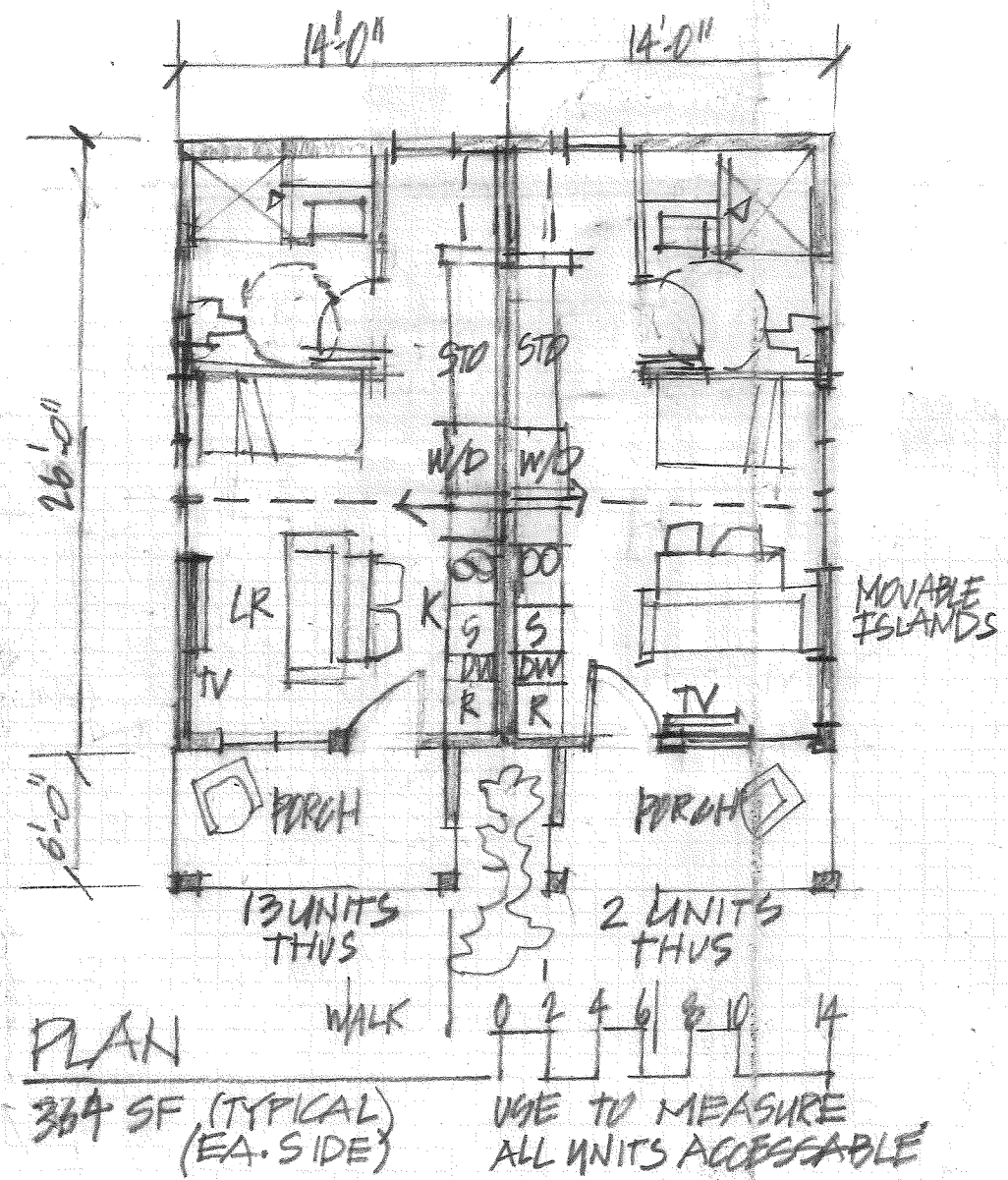
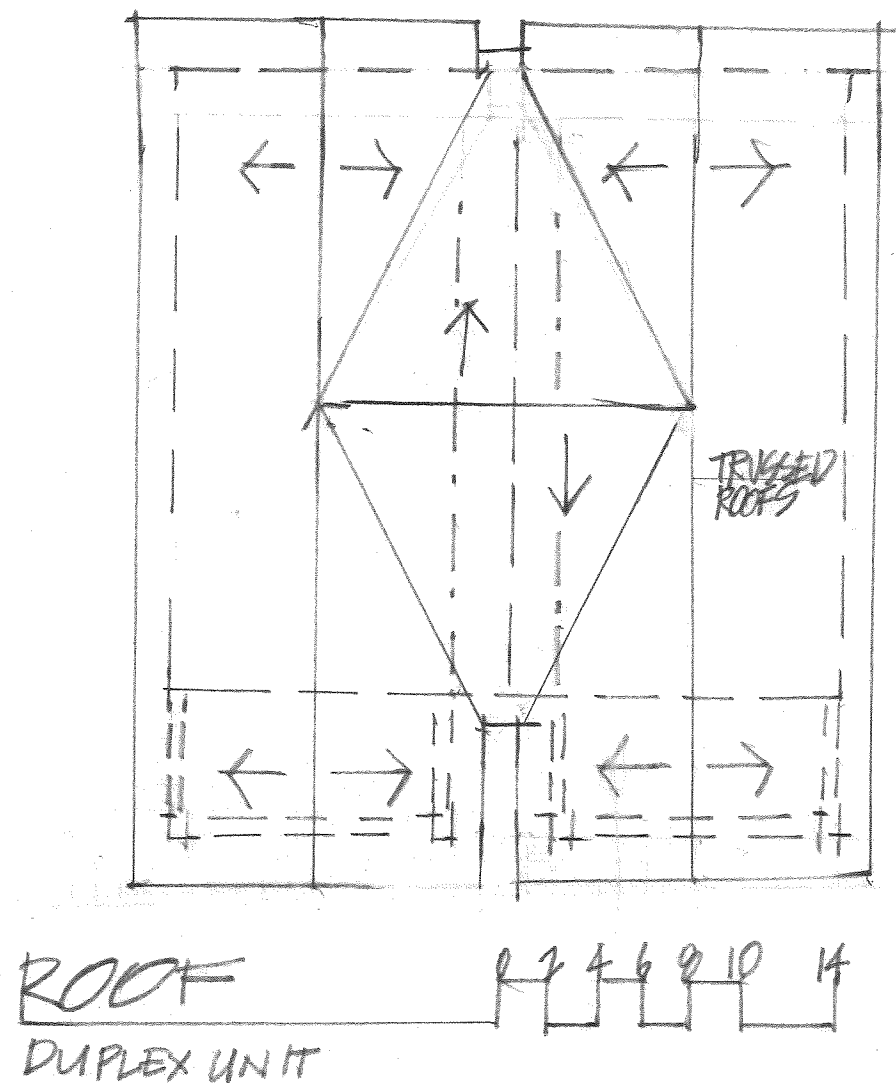
MICHAEL J. LANGHORNE, COLORADO REGISTRATION NO. 36572
FOR AND ON BEHALF OF
BOOKCLIFF SURVEY SERVICES, INC.

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.





JOB NO:
DATE:
DRAWN BY:
CHECKED BY:
1.29.24
2.12.24

bhh Partners

P.O. BOX 931, 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 453-6880
P.O. BOX 2113, 560 ADAMS AVENUE SILVERTHORNE, CO 80498 (970) 513-1000

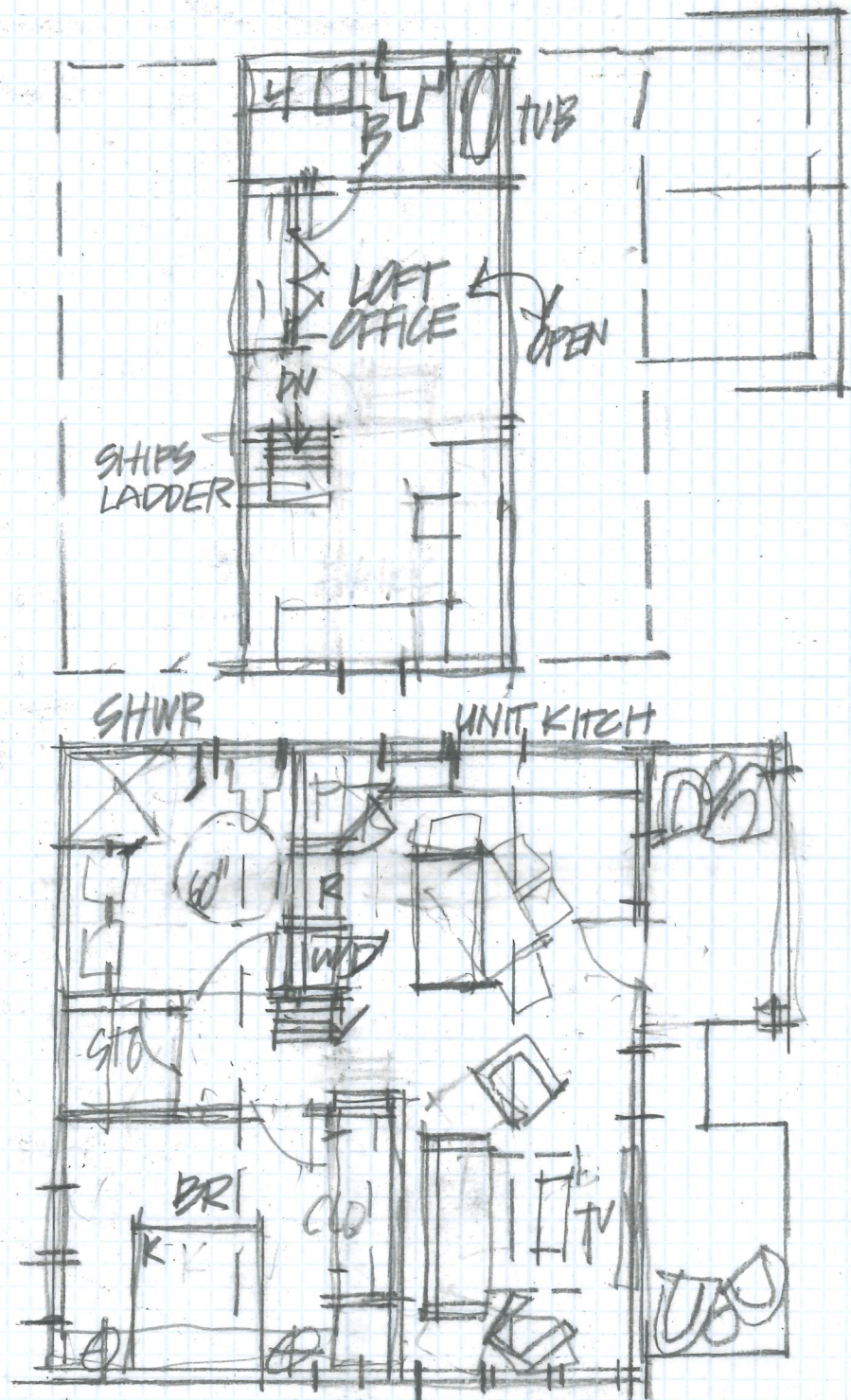
WSVC SILT NEIGHBORHOOD

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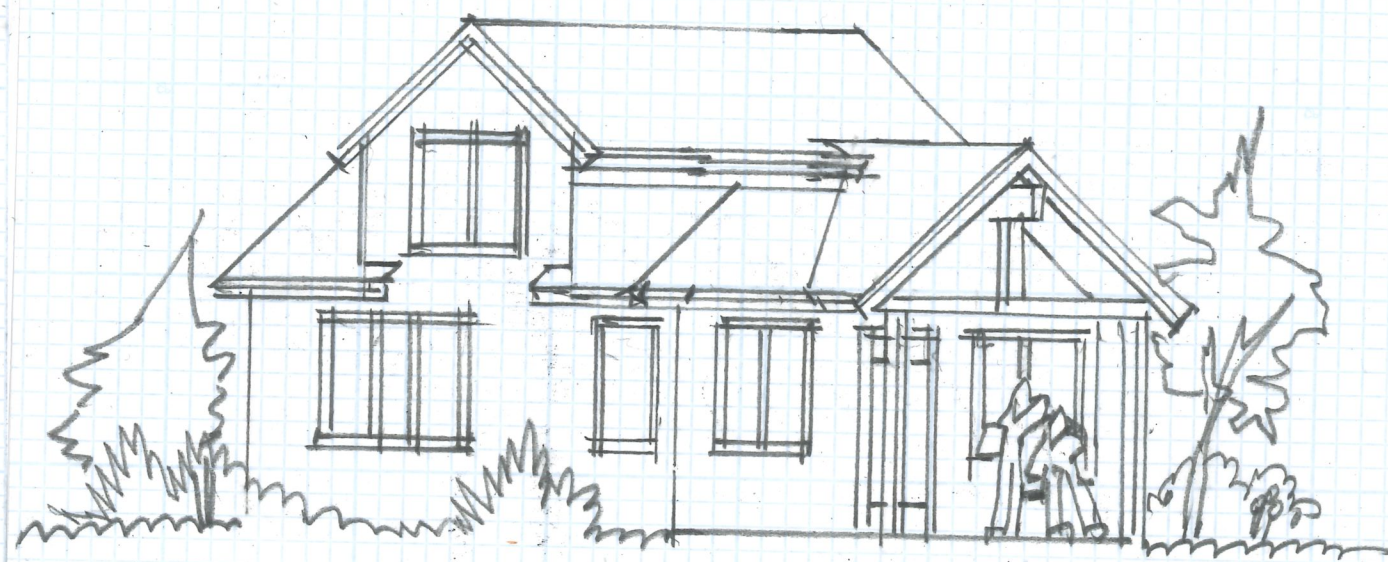
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5

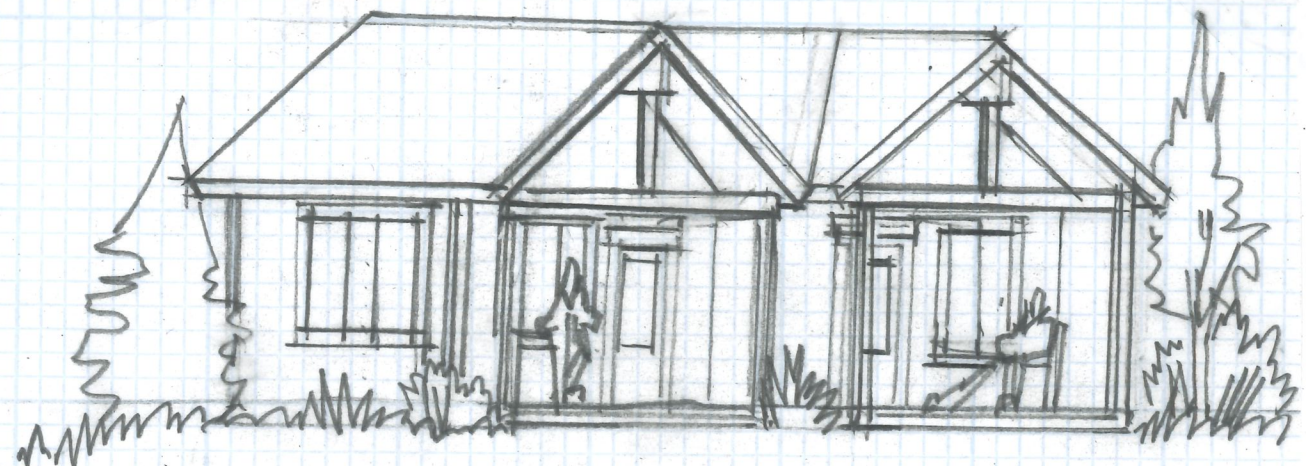
OF 8



TINY COTTAGE SF HOME 0 2 4 6 8 12 16
 720 + 336 = 1064 SF



SINGLE FAMILY HOME
 OBLIQUE VIEW TINY COTTAGE 0 2 4 6 8 10 12 16
 USE TO MEASURE



DOUBLE HOME SKETCH (DUPLEX)
 OBLIQUE VIEW 0 2 4 6 8 10 12 16

JOB NO:
 DATE:
 DRAWN BY:
 CHECKED BY:
 1.29.24
 2.12.24

bhh Partners

P.O. BOX 931, 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 453-6880
 P.O. BOX 2113, 560 ADAMS AVENUE SILVERTHORNE, CO 80498 (970) 513-1000

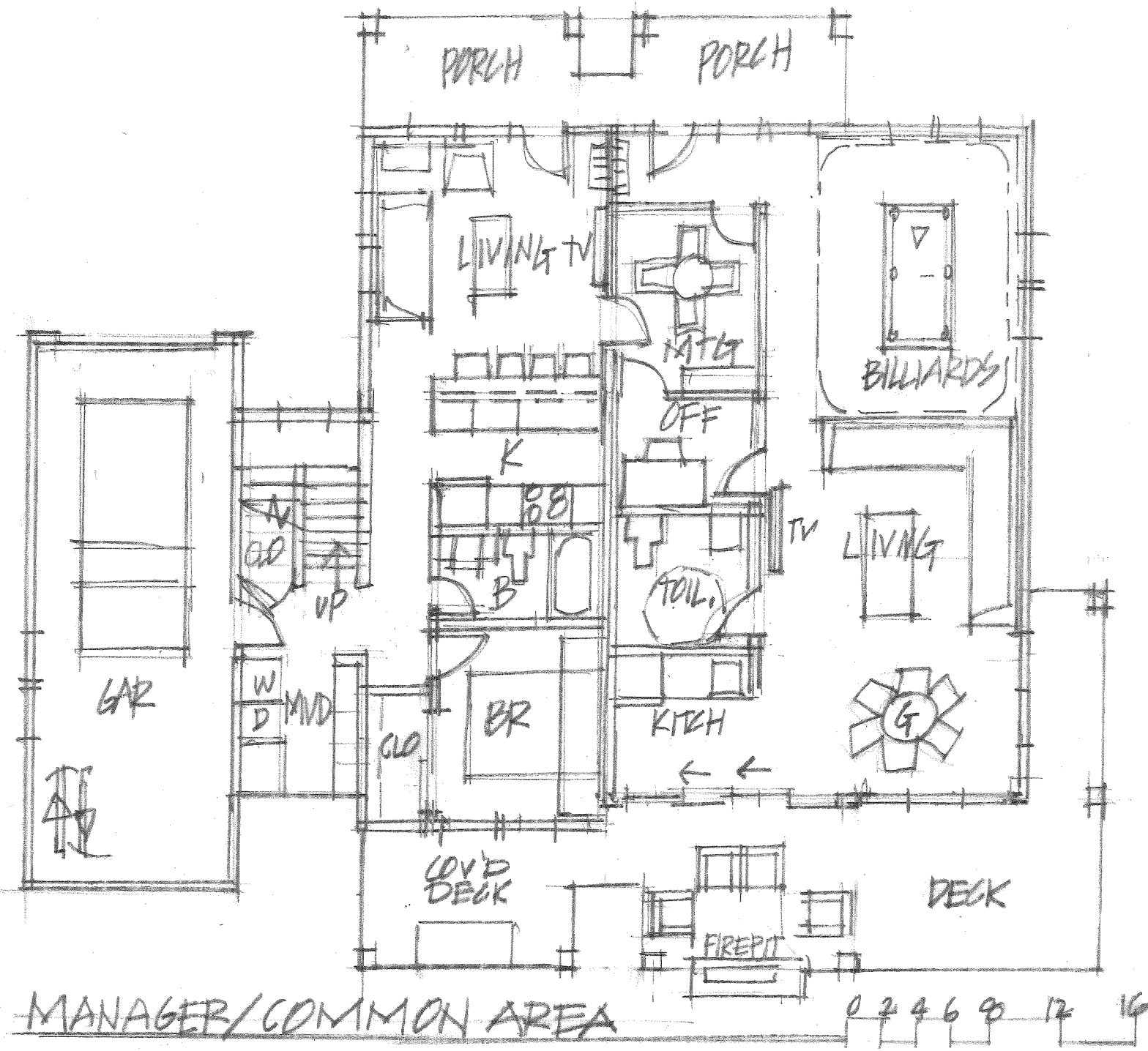
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SHEET NUMBER:

6
 OF 8

GARAGE 372 SF
 MANAGER 560 + 510 = 1070 SF
 COMMON AREA 930 SF
 COMMUNITY



JOB NO:
 DATE:
 DRAWN BY:
 CHECKED BY:
 1.29.24
 2.12.24

bhh Partners

P.O. BOX 931, 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 453-6880
 P.O. BOX 2113, 560 ADAMS AVENUE SILVERTHORNE, CO 80498 (970) 513-1000

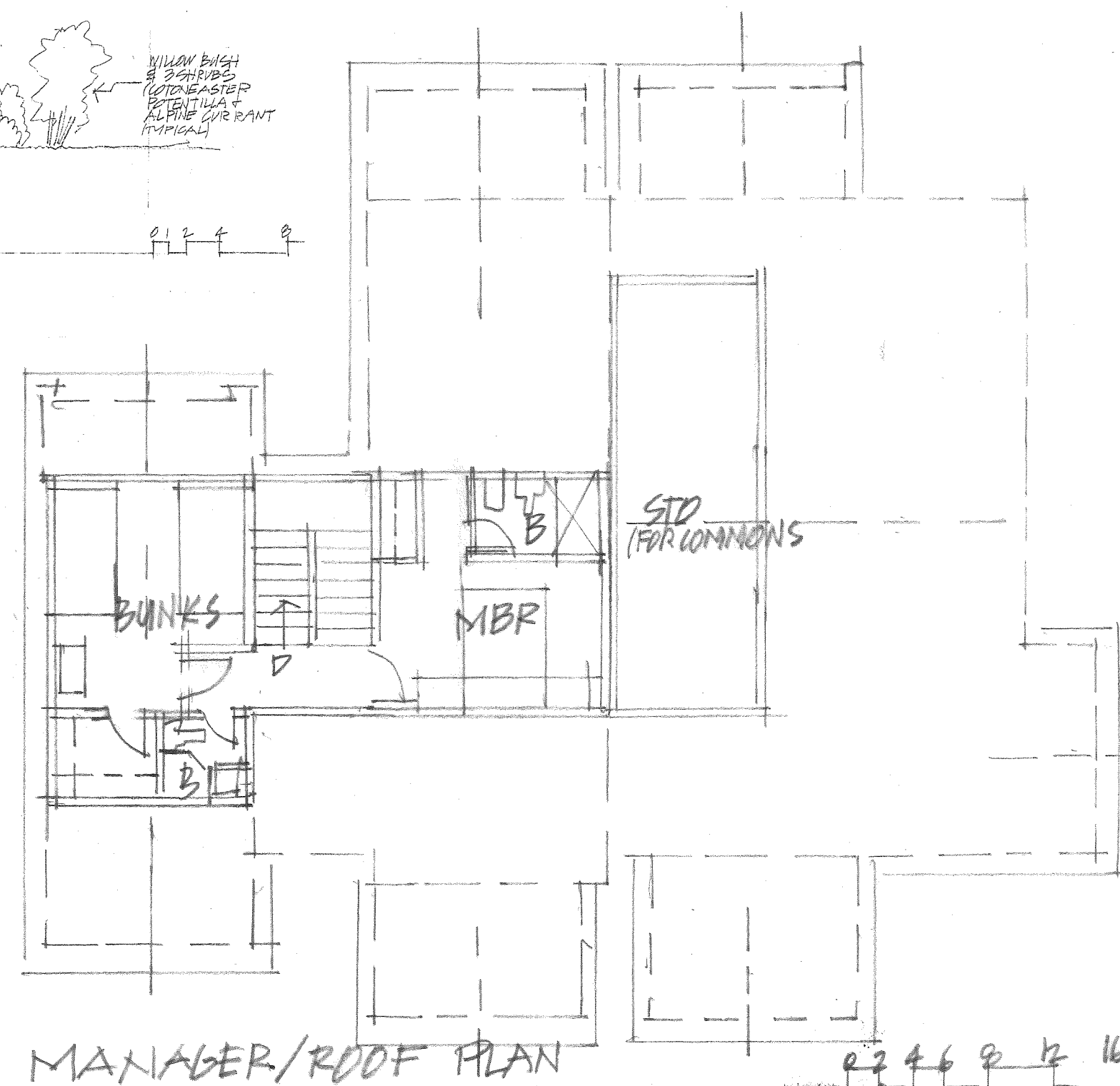
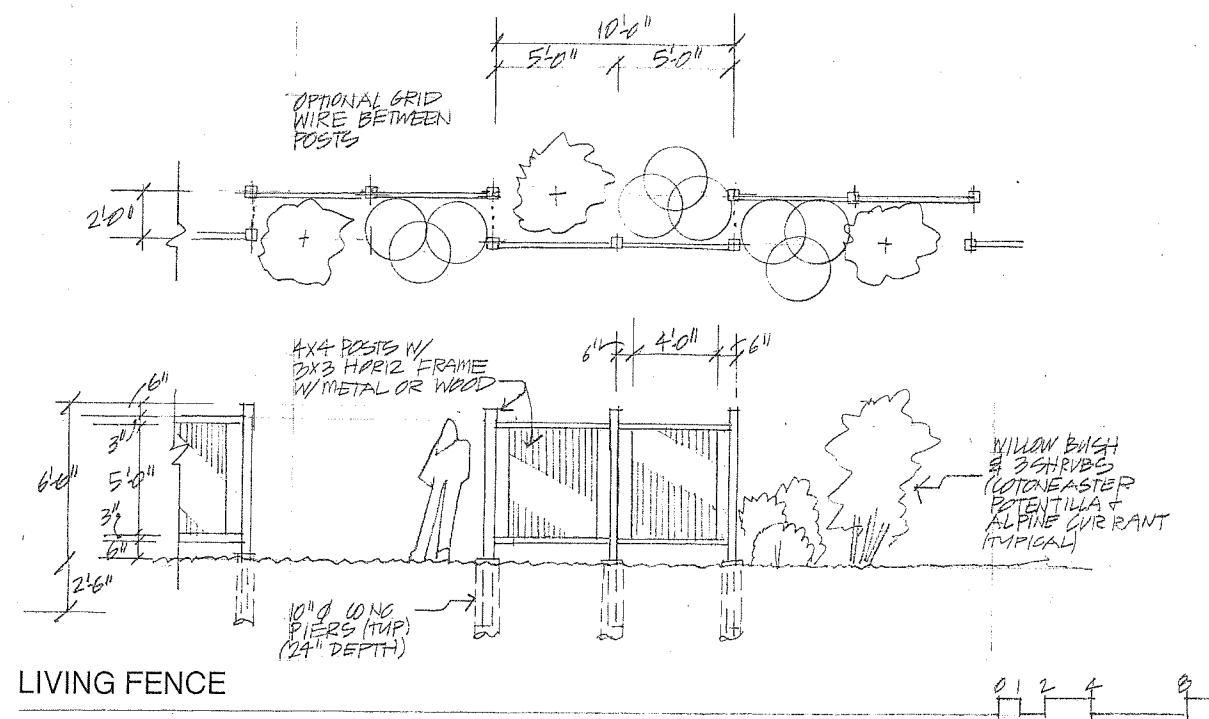
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SHEET NUMBER:

7

OF 8



MANAGER/ROOF PLAN
510 SF

JOB NO:
DATE:
DRAWN BY:
CHECKED BY:
1.29.24
2.12.24

bhh Partners

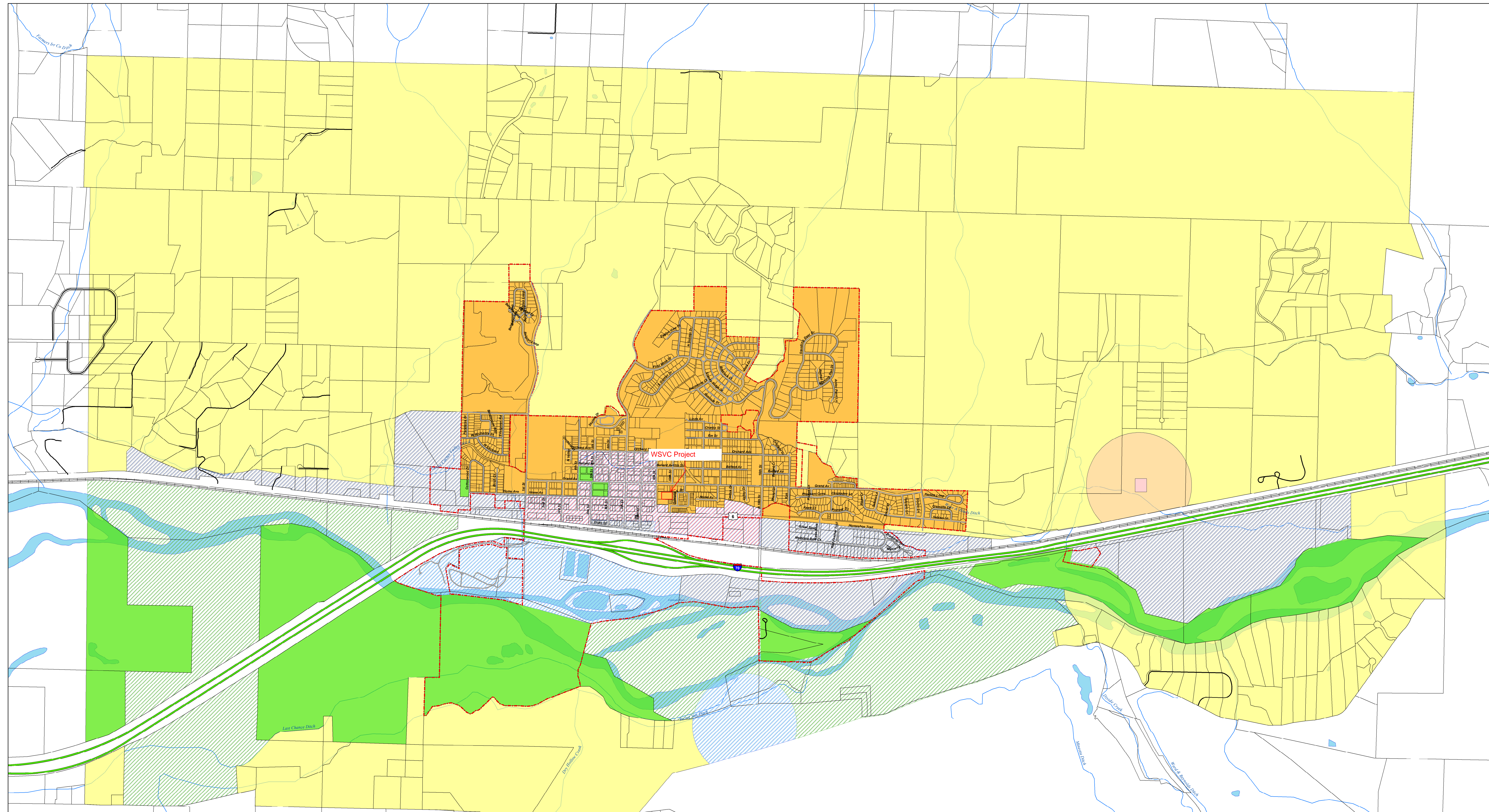
P.O. BOX 931, 160 EAST ADAMS BRECKENRIDGE, CO 80424 (970) 453-6880
P.O. BOX 2113, 560 ADAMS AVENUE SILVERTHORNE, CO 80498 (970) 513-1000

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8
OF 8

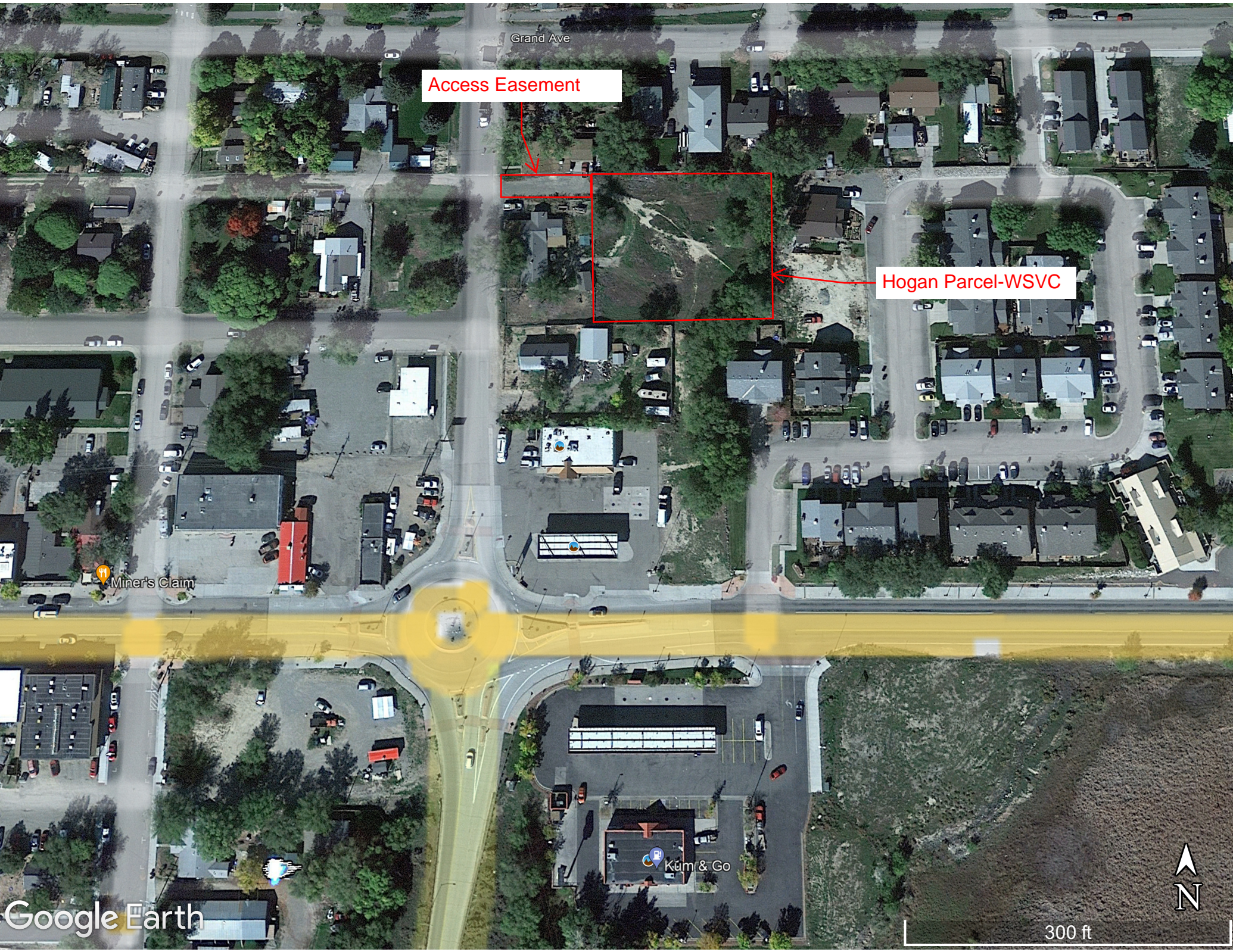


Comprehensive Plan - Future Land Use 2017: Town of Silt, CO



0 250 500 1,000 1,500 2,000 2,500 3,000 Feet

- | | | |
|--|---|--------------------------------|
| Agricultural/Rural Residential Reserve | Natural Resource Extraction/Future Public Quasi-Public Parks & Open Space | Recreation Commercial |
| Downtown | Neighborhood Residential | Service and Commercial Support |
| Mixed Use/Neighborhood Center | Public/Quasi Public Parks & Open Space | Walkable Residential |



Access Easement

Hogan Parcel-WSVC

Miner's Claim

Kum & Go

Google Earth



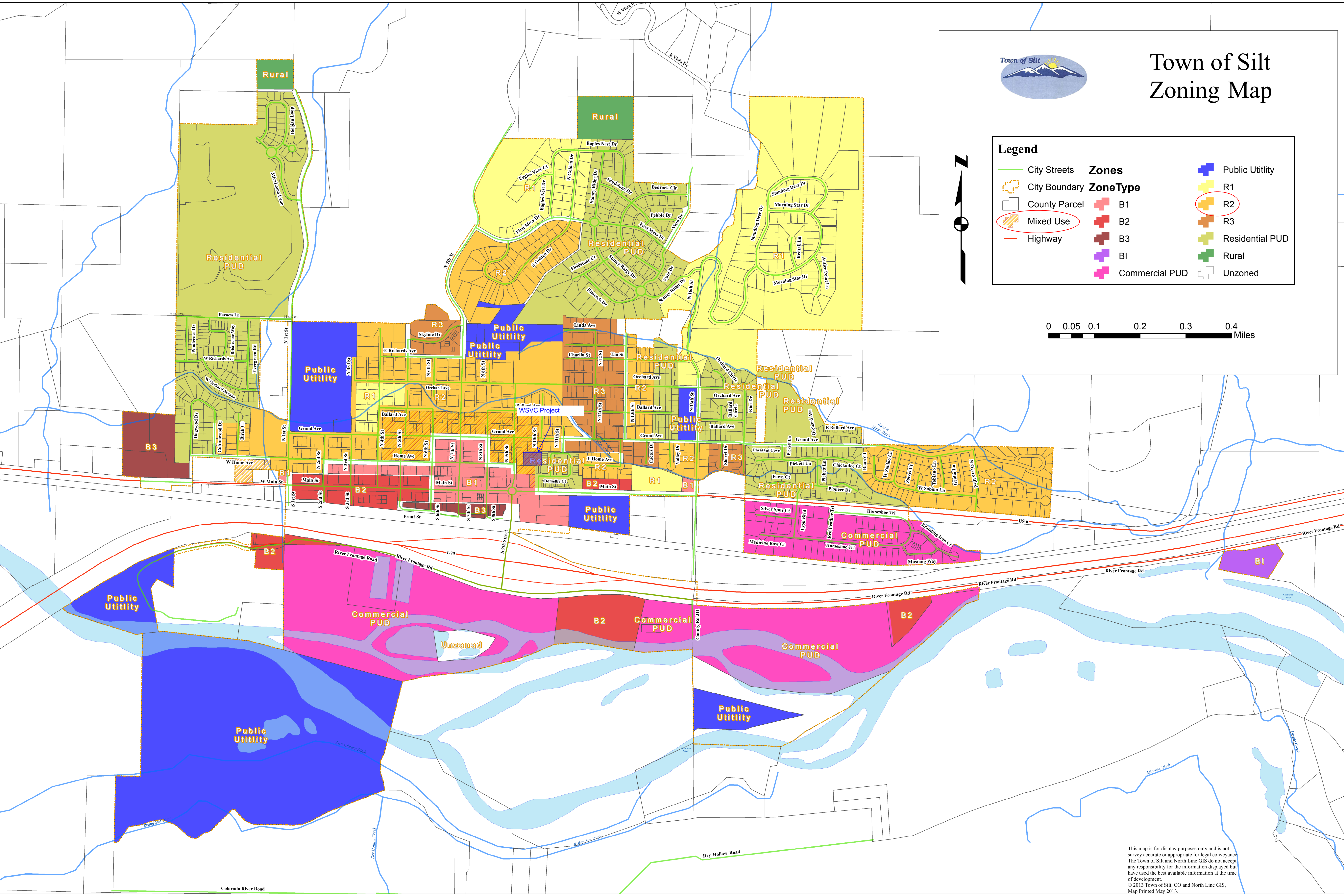
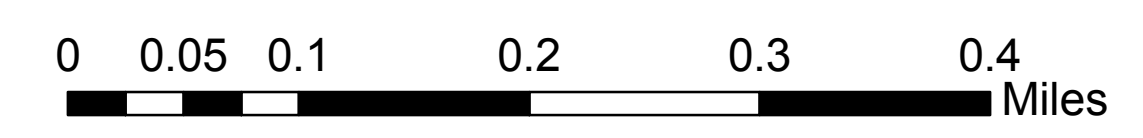
300 ft



Town of Silt Zoning Map

Legend

	City Streets	Zones		Public Utility	
	City Boundary	ZoneType		R1	
	County Parcel		B1		R2
	Mixed Use		B2		R3
	Highway		B3		Residential PUD
			BI		Rural
			Commercial PUD		Unzoned



This map is for display purposes only and is not survey accurate or appropriate for legal conveyance. The Town of Silt and North Line GIS do not accept any responsibility for the information displayed but have used the best available information at the time of development.
© 2013 Town of Silt, CO and North Line GIS, Map Printed May 2013.



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I – Requirements;
 - f. Schedule B, Part II – Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
- 4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
- 5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

P.O. Box 45023, Jacksonville, FL 32232-5023



By: _____
Michael J, Nolan, President



By: _____
Marjorie Nemzura, Secretary

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Commonwealth Title Company of Garfield County, Inc.

Issuing Office: 127 East 5th Street
Rifle, CO 81650

Issuing Office's ALTA® Registry ID: 1038730

Loan ID Number:

Commitment Number: 2023-11-21

Issuing Office File Number: 2023-11-21

Property Address: TBD Silt CO, Silt, CO 81652

Revision Number:

SCHEDULE A



1. Commitment Date: November 21, 2023 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured:
Proposed Amount of Insurance: **\$0**
 - (b) 2021 ALTA Loan Policy
Proposed Insured:
Proposed Amount of Insurance: **\$0**
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
Marc P. Hogan and Marilyn C. Hogan
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**COMMONWEALTH TITLE COMPANY OF
GARFIELD COUNTY, INC.**127 East 5th Street, Rifle, CO 81650
Telephone: (970) 625-3300

Countersigned by:

*Patrick P. Burwell*_____
Patrick P. Burwell
Commonwealth Title Company of Garfield County,
Inc., License #292895**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

P.O. Box 45023, Jacksonville, FL 32232-5023


By: _____
Michael J. Nolan, President
By: _____
Marjorie Nemzura, Secretary

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company as set forth below:

Informational Title Commitment: \$750.00
4. -This is an informational only commitment and no policy will be issued hereunder.

-Receipt of satisfactory Improvement Survey Plat certified to the Company (i) prepared from an on-the-ground inspection by a registered land surveyor licensed in the State of Colorado; (ii) currently dated, showing the location of the Property and all improvements, fences, easements, roads, rights-of-way and encroachments or other matters identified in Schedule B - Section 2 of this Commitment, to the extent such matters are capable of being shown, (iii) containing a legal description of the boundaries of the Property by metes and bounds or other appropriate legal description; and (iv) meeting the criteria of Colorado Revised Statute 38-51-102(9), as amended, for an Improvement Survey Plat.

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SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage of area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Any lien or charge on account of the inclusion of subject property in an improvement district.
8. Any and all water rights, claims, or title to water, whether or not the matters excepted are shown by the public record.
9. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals as constructed by the authority of the United States, as reserved in United States Patent recorded on November 23, 1891 as Instrument #13149 in the [official records](#)
10. Right of way for ditches and canals in place and in use.
11. Terms, conditions and all matters set forth in Ordinance recorded on June 23, 1981 as Instrument #316167 in the [official records](#)
12. Easements, rights of way, plat notes and all matters described and set forth on the Plat recorded on June 23, 1981 as Instrument #316168 in the [official records](#)
13. Easement and right of way as described in document recorded on July 17, 1981 as Instrument #317106 in the [official records](#)
14. Deed of Trust from Marc P. Hogan and Marilyn C. Hogan to the Public Trustee of Garfield County for the use of 1031 Corporation, showing an original amount of \$40,000.00, and recorded April 18, 2006 as Instrument #696233.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Garfield, State of Colorado, and is described as follows:

A PARCEL OF LAND SITUATED IN THE NW1/4NE1/4 OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., SAID PARCEL OF LAND IS MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE THE STREET SURVEY CONTROL POINT AT THE INTERSECTION OF GRAND AVENUE AND NINTH STREET IN THE TOWN OF SILT BEARS: S.89°46'40"W. 120.00 FEET AND N.00°13'20"W. 155.00 FEET; THENCE N.89°46'40"E. 195.00 FEET; THENCE S.00°13'20"E. 155.00 FEET ALONG THE WEST LINE OF THE CENTER ADDITION TO SAID TOWN; THENCE S.89°46'40"W. 195.00 FEET; THENCE N. 00°13'20"W. 155.00 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD

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316168

NOTES:

- = No. 5 Rebar with yellow survey cap set
- U.E. = Utility Easement

Bearing established from the Town of Silt Survey Control points along Grand Avenue being S.89°46'40"W.

Total Linear Feet = 730.00 feet
Total contiguous boundary to the Town limits = 594.97 feet
Being 81.5% contiguous to the present Town Limits

R-2 Zone proposed

ROSETTE ADDITION BOUNDARY ANNEXATION TO THE TOWN OF SILT GARFIELD COUNTY, COLORADO

SITUATED IN THE
NW 1/4 NE 1/4 OF SECTION 10
T. 6 S., R. 92 W. OF THE 6TH P.M.

SCALE:
1 INCH = 20 FEET



CERTIFICATION OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS that the below signed being sole owners in fee simple of all that real property described as follows: A parcel of land situated in the NW 1/4 of Section 10, Township 6 South, Range 92 West of the Sixth Principal Meridian, Garfield County, Colorado, lying South of the Richards 1st Addition and Scherar Addition, Westerly of the Kuberry Addition and Center Addition, Northerly of the J.C. Addition, and Easterly of the M.B. Addition, all Additions being to the Town of Silt, Colorado as filed in the Garfield County, Colorado records, said parcel of land is more fully described as follows: Beginning at the Northwest Corner of said M.B. Addition: whence the Survey Control point at the intersection of Grand Avenue and Ninth Street in said town bears: S.89°46'40"W. 105.00 feet and N.00°13'20"W. 155.00 feet; thence N.89°46'40"E. 210.00 feet to the Southeast Corner of said Scherar Addition; thence S.00°13'20"E. 155.00 feet along said Center Addition; thence S.89°46'40"W. 210.00 feet to a point on said M.B. Addition; thence N.00°13'20"W. 155.00 feet to the point of beginning, containing 0.75 acres, more or less; have by these presents laid out and platted the same as shown hereon and designate the same as Rosette Addition to the Town of Silt, County of Garfield, State of Colorado, and hereby grant to the Town of Silt, Colorado, for public use the 10 foot easements shown hereon,

EXECUTED this 14th day of June, A.D. 1981.

OWNERS: Tim S. Rosette AND Donna J. Rosette
O.L. Lawrence
Gerald J. Fedrizzi AND Janet E. Fedrizzi

STATE OF COLORADO) SS.
COUNTY OF GARFIELD)

The foregoing Certificate of Dedication and Ownership was acknowledged before me this 14th day of June, A.D. 1981, by Tim S. Rosette, Donna J. Rosette, O.L. Lawrence, Gerald J. Fedrizzi, & Janet E. Fedrizzi.
My Commission expires: October 31, 1984.
WITNESS MY HAND AND SEAL

Caroline J. Reiter
Notary Public

PLANNING COMMISSION APPROVAL:

This plat approved by the Planning and Zoning Commission of the Town of Silt, Colorado this 14th day of May, A.D. 1981.

Chris R. Rechart
Chairman

BOARD OF TRUSTEES APPROVAL:

This plat approved by the Board of Trustees of the Town of Silt, Garfield County, Colorado, by Ordinance No. 7, this 29th day of April, A.D. 1981, for filing with the Clerk and Recorder of Garfield County, Colorado and for conveyance to the town of Silt of the public dedications shown hereon; subject to the provision that approval in no way obligates the Town of Silt for financing or construction of improvements on lands, streets or easements dedicated to the public except as specifically agreed to by the Board of Trustees and further that said approval shall in no way obligate the Town of Silt for maintenance of streets and utilities dedicated to the public until construction of improvements thereon shall have been completed to the satisfaction of the Board of Trustees.

Town of Silt

By: George E. Ryle
Mayor

Witness my hand and seal of the Town of Silt, Colorado

Attest: George E. Ryle
Town Clerk

COUNTY SURVEYOR'S CERTIFICATE:

Approved for Content and Form only and not the accuracy of surveys, calculations, or drafting.
Pursuant to C.R.S. 1973, 38-51-102, as amended.

By: Robert D. Seaton
GARFIELD COUNTY SURVEYOR

DATE June 22, 1981

ATTORNEY'S CERTIFICATE:

Jim Larson does hereby certify that he has examined the title to all lands herein dedicated and shown upon this plat and title to such land is in the dedicatory free and clear of all liens, taxes and encumbrances, except as follows: unpaid general taxes, U.S. patent reservations, existing easements and rights-of-way.

By: Jim Larson
Attorney #2603

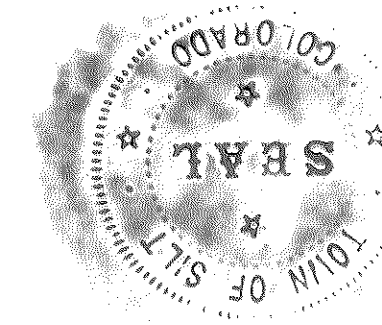
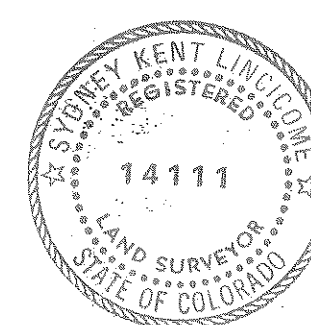
DATE: June 4, 1981

SURVEYOR'S CERTIFICATE:

I, Sydney K. Lincome, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct and complete plat of the ROSETTE ADDITION as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the easements in said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land.

In witness whereof I have set my hand and seal this 17th day of June, A.D. 1981.

Sydney Lincome
Registered Land Surveyor No. 14111



DATE SURVEYED April 1981 DRAFTED BY D.B. 4/14/81 BY: SQUAD COUNTRY M.D. 4.3 S.I.P. C.D. 8/632	MAP 1 OF 1 SCALE: 1 inch = 20 feet	FOR: ROSETTE - LAWRENCE - DALEY Job No. 880841
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Recorded at 404 o'clock 9 M. JUL 17 1981
 Reception No. 317106 MILDRED ALSDORF, RECORDER

DEED OF EASEMENT

THIS DEED OF EASEMENT is Made this 16th day of July, 1981, between TIM S. ROSETTE, DONNA J. ROSETTE, O. I. LAWRENCE, GERALD J. FEDRIZZI, and JANET E. FEDRIZZI, parties of the first part, and FRANK G. DALEY, whose legal address is 4670 Road 311, New Castle, Colorado, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, granted, sold, and conveyed, and by these presents do remise, grant, sell, and convey unto the said party of the second part, his successors and assigns forever, the following described easement situate, lying and being in the County of Garfield and State of Colorado, to-wit:

An easement 20 feet in width for ingress, egress and utility installations along the Northerly most 20 feet of the following described parcels of land, to-wit:

PARCEL A:

A tract of land in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Tp. 6 S., R. 92 West of the 6th P.M., Garfield County, Colorado described as follows:

Beginning at a point on the East boundary line of the Town of Silt, Colorado, at the intersection of said East boundary line with the centerline of Home Avenue; thence East 75 feet; thence North 155 feet; thence West 75 feet to said East boundary line; thence South 155 feet along said East boundary line to the point of beginning. Said parcel being a part of M & B Addition to the Town of Silt.

PARCEL B:

A strip of land being 15 feet in width lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 10, Township 6 South, Range 92 West of the 6th P.M., Garfield County, Colorado, being more particularly described as follows:

Beginning at the Northeast Corner of Parcel A described above; thence East 15 feet; thence South 155 feet; thence West 15 feet to the Southeast Corner of said parcel; thence North along the east line of said parcel 155 feet to the point of beginning.

Such easement shall be for the benefit of the following described parcel of land which has heretofore been conveyed to party of the second part, to-wit:

A parcel of land situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 6 South, Range 92 West of the 6th P.M., Garfield County, Colorado being more fully described as follows: Beginning at a point whence the street survey control point at the intersection of Grand Avenue and Ninth Street in the Town of Silt bears: S.89°46'40" W. 120.00 feet and N. 00°13'20" W. 155.00 feet; thence N. 89°46'40" E. 195.00 feet; thence S. 00°13'20" E. 155.00 feet along the West line of the Center Addition to said town; thence S. 89°46'40" W. 195.00 feet; thence N. 00°13'20" W. 155.00 feet to the point of beginning.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereto appertaining, to the only proper use, benefit and behoof of the said party of the second part, his successors and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Tim S. Rosette
Tim S. Rosette

Donna J. Rosette
Donna J. Rosette

O. I. Lawrence
O. I. Lawrence

Gerald J. Fedrizzi
Gerald J. Fedrizzi

Janet E. Fedrizzi
Janet E. Fedrizzi

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me this 16th day of July, 1981 by Tim S. Rosette, Donna J. Rosette, O. I. Lawrence Gerald J. Fedrizzi and Janet E. Fedrizzi.

Witness my hand and notarial seal.

My commission expires: 10-31-84.

Carolene L. Reiter
Notary Public



From: Patrick P. Burwell <patrick@cwtrifle.com>
Sent: Tuesday, November 28, 2023 6:54 AM
To: john@kuerstenconstruction.com
Cc: Stephanie Bornholdt
Subject: RE: PIN 217910100025

Good Morning John. We completed the search and the mineral rights are owned by the current owners as there were no reservations. We will get the commitment out to you likely today.

Thank you,

Patrick P. Burwell
127 East 5th Street
Rifle, Colorado 81650
Phone: 970 625-3300
Facsimile: 970 625-3305
Email: patrick@cwtrifle.com

WARNING – FRAUDULENT FUNDING INSTRUCTIONS

Email hacking and fraud are on the rise to fraudulently misdirect funds. Please call your escrow officer immediately using contact information found from an independent source, such as the sales contract or internet, to verify any funding instructions received. We are not responsible for any wires sent by you to an incorrect bank account.



From: john@kuerstenconstruction.com <john@kuerstenconstruction.com>
Sent: Monday, November 20, 2023 4:46 PM
To: Patrick P. Burwell <patrick@cwtrifle.com>
Subject: PIN 217910100025

Patrick,

Can you get a current title commitment and a mineral rights owner(s) on this parcel in Silt.

The property owners are Marc and Marilyn Hogan. We are needing this as we preparing a land use application for a SUP and site plan hearing for the Town of Silt.

Thank You,

John Kuersten

M. PO Box 1530
P. 13 Powerline Road

Rifle, CO 81650

E. john@kuerstenconstruction.com

O: (970) 625-8210 M: (970) 618-9518



www.kuerstenconstruction.com

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**** THIS EMAIL IS ENCRYPTED TO PROTECT YOUR NON PUBLIC
INFORMATION ****

JESSE BECKIUS/ CASY OWENS COMMUNITY OCCUPANCY RULES

EFFECTIVE JANUARY 1ST, 2024

1. Dwelling Lease

Each Resident is required to sign a lease and will be furnished a copy at initial Lease signing. If the terms of the lease are unclear, contact Western Slope Veterans Coalition (WSVC) for clarification. The Lease forms have been approved by WSVc.

2. Tenant Occupancy

All persons residing in any unit must be listed on the lease agreement. Tenants must occupy the unit and the unit must be the tenant's primary residence. Absences of more than one (5) days must be reported to complex manager/WSVC for security reasons. Long absences from unit are not allowed unless for medical/hospital stay and must be approved before absence. Tenants shall occupy their units in a quiet and peaceful manner and shall not cause any disturbance to other occupants.

3. Rent Payments

Rent Payments are due on the third day of the month and will be considered late after the tenth day. All Rent Payments are to be paid by cash, personal check or certified funds (cashier's check or money order from the bank.) Any rent payment mailed to the WSVc must be mailed to be received by the tenth day of the month. It is the tenants' sole responsibility to make sure the rent amount is correct and received at the WSVc's Glenwood Springs office by the tenth day of the month. Late rent payments are subject to the late penalties set forth in the lease agreement Section 5.

4. Security

TBD

5. Keys

Tenants will be given a 4-digit code for their apartment, and one fob key for the Commons Doors (two sets for two-person occupancy). No additional fob keys will be given for security reasons. **A \$35.00 fee** may be charged for replacements due to non-returned fob keys, tenant requested code change or after-hours recoding. Tenants are responsible for updating the WSVc/manager with new codes.

6. Mail

TBD

7. Utilities/Comcast

JESSE BECKIUS/ CASEY OWENS COMMUNITY OCCUPANCY RULES

EFFECTIVE JANUARY 1ST, 2024

All utilities are paid for by the WSVC. Basic cable is provided at no cost to tenant. If the tenant upgrades the cable service, they are responsible for the cable billing. Upon vacating, if Comcast cable box is not in unit and in working order there will be a **\$35.00** fee charge plus any applicable fees to replace the cable box. Tenants are also responsible for paying for their own internet and phone service.

8. Air Conditioners

Air Conditioners are provided for your use. Tenants are responsible for cleaning the filters every two weeks during the summer months. AC window units are not allowed.

9. Noise

At all times, the use of all television, stereo equipment, musical instruments, or any other noise generated by or within an apartment shall remain within the apartment and not be so loud as to disturb other tenants at Silt Senior Housing.

10. Alterations

Tenants may NOT make any alterations to their unit without prior approval from the WSVC. This includes stickers, wallpaper, contact paper, paint, shelves, and screws. Tenants may hang pictures with Velcro photo hangers. Tenants must not remove doors or fixtures from the unit. Tenants must not attach anything to the siding such as screws, nails, hooks, etc.

11. Housekeeping

Tenants will keep their unit clean and always organized following WSVC/Jesse Beckius/Casey Owens Veterans Community standards.

12. Trash Removal

One trash dumpster is located on the between the Tiny Homes, in a trash/recycle enclosure. Tenants are to dispose of their bagged refuse inside the dumpster. No refuse is to be left around or outside the dumpster. All boxes are to be broken down and flat before being placed in the recycle dumpster. Do not place large objects such as furniture in the trash dumpster. Please call the Town of Silt to plan for larger items. The tenant is responsible for fees connected with the disposal of larger items.

13. Pets

Pets service/companion animals are allowed at Jesse Beckius/Casey Owens Veterans Community housing. All Service animals and/or Assistance animals must be approved before the animal can be brought on the property. Guests of tenants with assistance

JESSE BECKIUS/ CASEY OWENS COMMUNITY OCCUPANCY RULES

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animals must be able to show required documentation of visiting assistance animal at all times upon request when visiting Jesse Beckius/Casey Owens Veterans Community. All animals must follow the Jesse Beckius/Casey Owens Veterans Community Animal Policy while on the property.

14. Visitors

Tenants must be in the unit for a guest to visit overnight. Tenants must inform management of overnight guests, how long they will be staying, and the number of people staying. A guest is welcome to stay for two weeks in a year (refer to your lease for more specific guidelines). Tenants are responsible for the actions of their guests and will be held accountable for any damage or disturbances caused by guests. If the police are summoned to investigate a disturbance caused by the guest, that guest will no longer be allowed on the property.

Tenant shall have the right to exclusive use and occupancy of the leased unit, which includes reasonable accommodation of the tenant's guests or visitors not to exceed a period of seven (7) days without permission from WSVL.

Tenant agrees not to provide accommodations for boarders or lodgers.

15. Smoking and Alcoholic Beverages

No cigar, cigarette, marijuana, pipe/vape smoking or chewing tobacco is allowed on premises. This is a **SMOKE FREE BUILDING!** Tenants must be 25 feet from the building entrances and operable windows to smoke. Please refer to the Smoke-Free map for boundaries. No alcoholic beverages in commons area are allowed. Common areas include but are not limited to hallways, stairways, common kitchen and living room area. Marijuana and any other illegal substance by Federal Standards are not allowed on the property.

16. Common Areas

TBD

tenants are responsible for cleaning up after themselves while utilizing the Common areas. Tenants may not remove any equipment, furniture, furnishings, or other items belonging to Silt Senior Housing property.

Tenant donations can be placed in the commons area for no more than 3 days before the tenant must dispose of the property. Furniture and other large items must be

JESSE BECKIUS/ CASY OWENS COMMUNITY OCCUPANCY RULES

EFFECTIVE JANUARY 1ST, 2024

approved by the WSVC before they can be placed in the commons area. They must be disposed of by the end of the 3rd day. It is the donating tenant's responsibility to keep the donation items organized and clean until they are either taken or disposed of.

17. Common hallways/Patios

All hallways and walkways leading up to all doors must be free and clear of all items. Tenants can grow plants and flowers in attractive planters on plant stands by their doors if no walkway is disturbed. No storage, furniture, containers, or clutter of any kind can be kept in Common hallways. No storage allowed in exterior stairwells.

Tenants with exterior patios are responsible for keeping their patio area in a neat and orderly manner. Only patio furniture or outdoor/garden furniture in good condition is allowed. Indoor furniture or improper furniture is not allowed outside on patio. Storage containers, ladders or clutter of any kind is not allowed on patio. Tenants can grow plants and flowers in attractive planters on their patio if the outdoor space is organized and manageable by the tenant and does not distract from the appearance of the complex. Marijuana plants are not allowed. All planters should be in good condition and plants should be well cared for. Dead plants and flowers must be removed immediately. All décor, including flags and banners must be approved by WSVC before hanging. Do not attach anything to any part of the exterior of the building. BBQs are not allowed.

18. Parking

TBD

There is no reserved parking or assigned parking other than the Handicapped Spaces. Only passenger vehicles and pick-up trucks are allowed. No oversized and/or recreational vehicles are allowed. Non-functioning cars must be moved from the complex after one month or they will be towed away at the owner's expense. No repair or servicing of vehicles may be conducted on premises including, but not limited to, the changing of oil. All vehicles parked on the premises but be in proper operating condition. No vehicle may be washed on the premises. In winter months cars must be parked back from the curb 12 inches, for snow removal. **Note:** *Local Law Enforcement are allowed to utilize parking spaces at their convenience.*

19. Maintenance

JESSE BECKIUS/ CASY OWENS COMMUNITY OCCUPANCY RULES

EFFECTIVE JANUARY 1ST, 2024

For regular maintenance issues there are request forms available on the maintenance door in the commons area. Please fill out our maintenance request form and place it in an appropriate area. Your maintenance request will be addressed in a timely manner by the management personnel. Wednesday **is** designated for maintenance repairs, unless it is a maintenance emergency. Tenants should call the Town of Silt at 970-876-2353 for maintenance emergencies.

20. Police

Please do not hesitate to call the Silt Police Department if you notice anything of a suspicious nature or questionable activities around the buildings or grounds. The phone number is 970-625-8095 for dispatch. Tenants should call 911 for Emergencies. **All incidents involving Police must be reported directly to the Property Manager immediately.**

21. Security/Cleaning Deposits

Prior to occupancy a Security Deposit will be paid. When a tenant moves out the deposit will be returned within 30 days unless cleaning fees or damages have occurred. If the cost of cleaning or damage exceeds the deposit amount, the tenant may be billed for the excess amounts. The apartment should be left in the same condition as it was at move-in. Tenants cannot leave items in the commons area upon vacating. Tenants will be charged cleaning and disposal fees if this occurs.

22. Abusive/Threatening Behavior

Tenants or tenant's guests that engage in or threaten violent or abusive behavior is not acceptable.

- a. Abusive or violent behavior towards PHA personnel, Owner's or Owner's representatives includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
- b. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

23. Notices

Tenant must notify the office with a 30-day Calendar notice of move out. The tenant will then be given instructions upon move out notice. Tenant **MUST** provide a forwarding address. Notice must also be given immediately of changes in income or deductions.

JESSE BECKIUS/ CASY OWENS COMMUNITY OCCUPANCY RULES

EFFECTIVE JANUARY 1ST, 2024

24. Reasonable Accommodation

If the tenant, co-tenant, or other household member, has a disability, and feel that there is a need for a reasonable accommodation to have equal use of the facility, a written request may be submitted, or a form is available at the WSVL office.

I (We) have read and agree to follow the rules of Jesse Beckius/Casey Owens Veterans Community as an extension of the Western Slope Veterans Coalition lease.

Tenant

Date

Co-Tenant

Date

Property Manager

Date



WILL SERVE LETTER

November 29, 2023

John Kuersten
P O Box 1530
Rifle CO 81650

Re: 9th St/Home Ave - Hogan Parcel- Silt

Dear John,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electric service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at Hogan Parcel. The cost, and whether any reinforcements or extensions are required, for the Company to provide those facilities will be determined by your designer upon receipt of application and project plans.

Your utility service(s) will be provided after the following steps are completed:

- ***Application submitted to Xcel Energy's "Builders Call Line (BCL)"*** – once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- ***Utility design is completed*** – you must provide your design representative with the site plan, the one - line diagrams, and panel schedules for electric and gas loads if applicable
- ***All documents provided by design representative are signed and returned***
- ***Payment is received*** (Residential Service Laterals if applicable)
- ***Required easements are granted*** - you must sign and return applicable easement documents to your Right-of-Way agent
- ***Site is ready for utility construction*** - the site ready information can be found on our website at may be viewed at [Construction and Inspection | Xcel Energy](https://www.xcelenergy.com/ConstructionAndInspection).

An estimated scheduled in-service date will be provided once these requirements have been met. It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for requirements can be found on our website at [xcelenergy.com/InstallAndConnect](https://www.xcelenergy.com/InstallAndConnect).

Xcel Energy looks forward to working with you on your project and if I can be of further assistance, please contact me at the phone number or email listed below.

Sincerely,

Samantha Wakefield
Xcel Energy Planner
Samantha.L.Wakefield@Xcelenergy.com

Mailing address: Public Service Company of Colorado
1995 Howard Ave
Rifle, CO 81650

Jesse Beckius/Casey Owens Veterans Community COMPANION ANIMAL POLICY

Those residents who qualify may own and keep companion animals in Western Slope Veterans Coalition (WSVC) operated units. All residents who are eligible to keep a companion animal in housing owned and/or operated by the WSVc shall demonstrate that they have the physical and financial capability to care for the companion animal.

Prior to housing any companion animal on the premises, the resident shall provide to the WSVc:

- A letter from a licensed professional qualified to attest to the need for the companion animal.
- Evidence of a nexus between the companion animal and the disability attested to by the licensed professional.
- A contact name of someone who can care for the companion animal(s) in case of emergency. (See Rule # 20 below.)

All residents who are permitted to keep a companion animal on the premises shall comply with the following rules:

1. Usual and/or commonly-owned domesticated, family-type, indoor household companion animals (companion animals that are accustomed to, and are comfortably and reasonably, housed indoors) including, but not limited to dogs, cats, birds, rodents (including rabbits), and tropical fish, may be permitted.
2. Vicious and/or intimidating companion animals will not be allowed on the grounds that they represent a threat to the safety and security of other residents.
3. Dogs and cats shall remain inside the residents unit. No animal shall be permitted to be loose in the community rooms, yards, or other common areas of the facility.
4. Companion animals shall not be left out of doors unattended while the resident is not at home. Residents shall not tether or chain companion animals to trees or other landscaping, yards, walkways, or any other common areas of the facility.
5. Dogs may be temporarily tethered on resident's porch area, but only when resident is at home, and only periodically throughout the day! The tether must not extend past the residents unit-porch area, be harmful to the dog, or hazardous to passersby.
6. When outside the unit, dogs must be kept on a leash at all times, controlled by an adult.
7. Residents shall not permit their companion animal to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms "disturb, interfere, and diminish" shall include but not be limited to growling, barking, howling, chirping, biting, scratching, and other like activities, or intimidating behavior.

8. Residents shall take adequate precautions and measures necessary, to eliminate companion animal odors within or around the unit, and shall maintain the unit in a sanitary condition at all times.
 - a. Resident must provide litter boxes for cats' waste, which must be kept in the unit. Residents must not permit refuse from the litter boxes to accumulate or become unsightly or unsanitary, including emitting noxious odors.
9. Droppings must be disposed of by being placed in a sack and then being placed in the regular trash container, provided by the Town of Silt, outside the building.
10. If companion animals are left unattended for a period to twelve (12) hours or more, WSVC may enter the dwelling unit, remove the companion animal, and transfer it to the proper authorities, subject to the provisions of state law and pertinent local ordinances.
11. Residents shall provide companion animals with exercise, and other care, normal, usual, and proper for the animals' health and well-being. Failure to do this may be considered abuse or neglect according to local ordinances and appropriate action will be taken. The Garfield County Housing Authority accepts no responsibility for the animal under these circumstances.
12. Residents shall not alter their unit, patio, or unit area in order to create an enclosure for the companion animal. Temporary structures, such as baby-gates or pens, are encouraged.
13. Residents will be responsible for all damage caused by their companion animal, including the cost of cleaning carpets, draperies, etc., replacement or restoration costs, and/or fumigation of the unit. If these costs are incurred at the time of move-out, the costs will be withheld from the unit security deposit and the resident may be billed for the balance, if any.
14. A separate "Companion Animal Security Deposit" shall not be required.
15. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written consent of the WSVC.
16. Should any companion animal housed in a WSVC facility give birth to a litter, the resident shall remove from the premises all of the said animals except the one(s) originally approved.
17. Residents are responsible for the safety and health of their companion animal during scheduled occasions when or if the dwelling units in the facility are being treated for infestation. The WSVC will not be liable for the ill health or death of a companion animal as a result of the periodic infestation treatment.

18. In the event of the death of a companion animal, the resident shall properly remove and dispose of the remains. The remains shall not be placed in any container inside the Jesse Becius/Casy Owens Veterans Community property.
19. Residents must identify an alternate custodian for companion animals in the event of resident's illness or other absence from the dwelling unit. This identification of an alternate custodian must occur prior to moving into the unit.¹
20. The privilege of maintaining a companion animal in a facility owned/or operated by the WSVC shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to the WSVC Hearing Procedures, if the animal should become destructive, create a nuisance, represent a threat to the safety and security of other residents, create a problem with the area of cleanliness and sanitation, or is neglected or abused.
21. Should a breach of these rules occur, WSVC may also exercise any remedy granted it in accordance with applicable Colorado Statute, up to and including termination of the lease or eviction.

Companion Animal Policy Agreement

I (We) fully understand the rules and regulations regarding the privilege of keeping a companion animal and agree to abide by those rules and regulations. A copy of this policy agreement has been provided to me.

Resident Signature

Date

Co-Resident Signature

Date

¹ Designated Emergency Companion Animal Custodian:

Name _____

Address

Phone No.

Email

Apt. No. _____

Type of Companion Animal(s): _____

Name of Companion Animal(s): _____

Staff Member Signature

Date

MODEL LEASE FOR SUBSIDIZED PROGRAMS

1. Parties and Dwelling The parties to this Agreement are the (A) Western Slope Veterans Coalition, referred to as the Unit: Landlord, and (B) referred to as the Tenant. The Landlord leases to the Tenant(S) unit number C) located at (D) 701 Home Ave, Silt, CO 81652 in the project known as E) Jesse Bekius/Casey Owens Veterans Community.
2. Length of Time The initial term of this Agreement shall begin (Term): on (F) and end on (G). After the initial term ends, the Agreement will continue for successive terms of one (H) month each unless automatically terminated as permitted by paragraph 23 of this Agreement.
3. Rent: The Tenant agrees to pay \$ (I) for the partial month ending on (J). After that, Tenant agrees to pay a rent of \$ (K) per month. This amount is due on the 3rd (L) day of the month at (M) 1430 Railroad Ave, Unit F-1, Rifle, CO 81650.

The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form which is Attachment No. 1 to this Agreement.
4. Changes in the Tenant's Share of the Rent: The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:
 - a. HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
 - b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;

- c. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;
- d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
- e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
- f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

- 5. Charges for Late Payments and Returned Checks: If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 10th day of the month, the Landlord may collect a fee of \$50 or 5% of the past due rent, whichever is greater, on the 11th day for the month the rent is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of \$(N) 40 on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.
- 6. Condition of Dwelling Unit By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all Appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.
- 7. Charges for The following charts describe how the cost of

Utilities and services related to occupancy
Services: of the unit will be paid. The Tenant agrees
that these charts accurately describe the utilities and services paid
by the Landlord and those paid by the Tenant.

a. The Landlord must pay for the utilities in column (1).
Payments

should be made directly to the appropriate utility company.
The items in column (2) are included in the Tenant's rent.

(1) Put "x" by any Utility Tenant pays directly	Type of Utility	(2) Put "x" by any Utility Included in Tenant Rent
(0)	Heat	(0)
	Lights, Electric	X
	Cooking	X
	Water	X
	Other (Specify.)	

b. The Tenant agrees to pay the Landlord the amount shown in
column (3) on the date the rent is due. The Landlord certifies
that HUD had authorized him/her to collect the type of charges
shown in column (3) and that the amounts shown in column (3) do
not exceed the amounts authorized by HUD.

(3)

Show \$ Amount Tenant
Pays to Landlord in
Addition to Rent

Parking Other (Specify.)	\$ (0) 00
	\$
	\$

8. Security Deposits: The Tenant has deposited \$(P) with the
Landlord. The Landlord will hold this
security deposit for the period the Tenant
occupies the unit. After the Tenant has moved
from the unit, the Landlord will determine
whether the Tenant is eligible for a refund of
any or all of the security deposit. The amount
of the refund will be determined in accordance
with the following conditions and procedures.

a. The Tenant will be eligible for a refund of the security
Deposit only if the Tenant provided the Landlord with the 30-
day written notice of intent to move required by paragraph 23,

unless the Tenant was unable to give the notice for reasons beyond his/her control.

- b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
 - c. The Landlord will refund to the Tenant the amount of the security deposit plus interest computed at (Q)0%, beginning (R)n/a, less any amount needed to pay the cost of:
 - (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 5;
 - (4) charges for unreturned keys, as described in paragraph 9.;
 - (5) professional carpet cleaning; and
 - (6) professional cleaning fees
 - d. The Landlord agrees to refund the amount computed in paragraph 8c within (S)30 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
 - e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
 - f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.
9. Keys and Locks: The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit and building to the Landlord. The Landlord may charge the Tenant \$full cost for rekeying.

Maintenance:

a. The Landlord agrees to:

- (2)
- (3)
- (4) maintain all equipment and appliances in safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.
- (9) regularly clean all common areas of the project;
- (10) maintain the common areas and facilities in a safe condition;
- (11) arrange for collection and removal of trash and garbage;

b. The Tenant agrees to:

- (1) keep the unit clean;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the project;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner.

11. Damages: Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the

unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent shown in paragraph 3 of this agreement.

12. Restrictions on Alterations: No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.
13. General Restrictions: The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:
- a. sublet or assign the unit, or any part of the unit;
 - b. use the unit for unlawful purposes;
 - c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
 - d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
 - e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

14. Rules: The Tenant agrees to obey the House Rules which are Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

15. Regularly Scheduled Every year around the (U) 1 day of 1, Recertification's: the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.

a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.

(1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.

(2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.

b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.

~~16. Reporting Changes Between Regularly Scheduled
Recertification's:~~

~~a. If any of the following changes occur, the Tenant agrees
to advise the Landlord immediately.~~

~~(1) Any household member moves out of the unit.~~

~~(2) An adult member of the household who was reported
as unemployed on the most recent certification or
recertification obtains employment.~~

~~(3) The household's income cumulatively increases by
\$200 or more a month.~~

~~b. The Tenant may report any decrease in income or any
change in other factors considered in calculating the
Tenant's rent. Unless the Landlord has confirmation
that the decrease in income or change in other factors
will last less than one month, the Landlord will verify
the information and make the appropriate rent reduction.
However, if the Tenant's income will be partially or
fully restored within two months, the Landlord may delay
the certification process until the new income is known,
but the rent reduction will be retroactive and the
Landlord may not evict the Tenant for nonpayment of rent
due during the period of the reported decrease and the
completion of the certification process. The Tenant has
thirty days after receiving written notice of any rent
due for the above described time period to pay or the
Landlord can evict for nonpayment of rent. (Revised
3/22/89)~~

~~c. If the Tenant does not advise the Landlord of these
interim changes, the Landlord may increase the Tenant's
rent to the HUD approved market rent. The Landlord may
do so only in accordance with the time frames and
administrative procedures set forth in HUD's
regulations, handbooks and instructions on the
administration of multifamily subsidy programs.~~

~~d. The Tenant may request to meet with the Landlord to
discuss how any change in income or other factors
affected his/her rent or assistance payment, if any.
If the Tenant requests such a meeting, the Landlord
agrees to meet with the Tenant and explain how the
Tenant's rent or assistance payment, if any, was
computed.~~

~~17. Removal of Subsidy:~~

~~a. The Tenant understands that assistance made available
on his/her behalf may be terminated if events in either
items 1 or 2 below occur. Termination of assistance
means that the Landlord may make the assistance
available to another Tenant and the Tenant's rent will
be recomputed. In addition, if the Tenant's assistance
is terminated because of criterion (1) below, the
Tenant will be required to pay the HUD approved market~~

~~rent for the unit.~~

~~(1) The Tenant does not provide the Landlord with
the information or reports required by
paragraph 15 or 16 within 10 calendar days~~

~~after receipt of the Landlord's notice of
intent to terminate the Tenant's assistance
payment.~~

~~(2) The amount the Tenant would be required to pay
towards rent and utilities under HUD rules and
regulations equals the Family Gross Rent shown on
Attachment 1.~~

~~b. The Landlord agrees to give the Tenant written notice
of the proposed termination. The notice will advise
the Tenant that, during the ten calendar days following
the date of the notice, he/she may request to meet with
the Landlord to discuss the proposed termination of
assistance. If the Tenant requests a discussion of the
proposed termination, the Landlord agrees to meet with
the Tenant.~~

~~c. Termination of assistance shall not affect the Tenant's
other rights under this Agreement, including the right
to occupy the unit. Assistance may subsequently be
reinstated if the Tenant submits the income or other
data required by HUD procedures, the Landlord
determines the Tenant is eligible for assistance, and
assistance is available.~~

18. Tenant If the tenant submits false information on
Obligation any application, certification or request
To Repay: for interim adjustment or does not report
interim changes in family income or other
factors as required by paragraph 16 of this
Agreement, and as a result, is charged a rent less
than the amount required by HUD's rent formulas,
the Tenant agrees to reimburse the Landlord for the
difference between the rent he/she should have paid
and the rent he/she was charged. The Tenant is
not required to reimburse the Landlord for
undercharges caused solely by the Landlord's
failure to follow HUD's procedures for computing
rent or assistance payments.

19. Size of The Tenant understands that HUD requires the
Dwelling Landlord to assign units in accordance with the
Landlord's written occupancy standards. These
standards include consideration of unit size,
relationship of family members, age and sex of
family members and family preference. If the
Tenant is or becomes eligible for a different size
unit, and the required size unit becomes available,
the Tenant agrees to:

- a. move within 30 days after the Landlord notifies him/her
that unit of the required size is available within the
project; or
- b. remain in the same unit and pay the HUD-approved market
rent.

20. Access by Landlord:

- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
- b. The Tenant consents in advance to the following entries into the unit:
 - (i) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - (ii) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

- 21. Discrimination Prohibited: The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.
- 22. Change in Rental Agreement: The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.

23. Termination of
Tenancy:

- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
- c. The Landlord may terminate this Agreement for the following reasons:
 1. the Tenant's material noncompliance with the terms of this Agreement;
 2. the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
 3. drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
 4. determination made by the Landlord that a household member is illegally using a drug;
 5. determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 6. criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 7. if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;

8. if the tenant is violating a condition of probation or parole under Federal or State law;
 9. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 10. if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.
- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or, (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

- d. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

- specify the date this Agreement will be terminated;
 - state the grounds for termination with enough detail for the Tenant to prepare a defense;
 - advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
 - advise the Tenant of his/her right to defend the action in court.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.
24. Hazards: The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.
25. Penalties for Submitting False Information: Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.
26. Contents of this Agreement: This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.
27. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of this Agreement and the

following Attachments to this Agreement
and understands that these Attachments are
part of this Agreement.

a. Attachment No. 1 - Owner's Certification of Compliance with
HUD's Tenant Eligibility and Rent Procedures, form HUD-50059

b. Attachment No. 2 - Unit Inspection Report.

c. Attachment No. 3 - House Rules (if any).

~~28. Tenants' rights to organize: Landlord agrees to allow tenant
and tenant organizers to conduct on the property the activities
related to the establishment or operation of a tenant
organization set out in accordance with HUD requirements.~~

29. Tenant Income Verification: The Tenant must promptly provide the
Landlord with any letter or other notice by HUD to a member of
the family that provides information concerning the amount or
verification of family income in accordance with HUD
requirements.

30. The lease agreement will terminate automatically, if the Section
8 Housing Assistance contract terminates for any reason.

31. Signatures:

TENANT
BY:

1. (W) _____ Date Signed _____

2. _____ Date Signed _____

3. _____ Date Signed _____

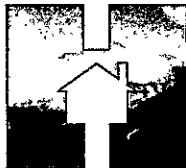
LANDLORD
BY:

1. (W) _____ Date Signed _____

Public reporting burden - HUD is not requesting approval of any burden
hours for the model leases since use of leases are a standard business
practice in the housing rental industry. This information is required
to obtain benefits. The request and required supporting documentation
are sent to HUD or the Contract Administrator (CA) for approval. The
lease is a contract between the owner of the project and the tenant(s)
that explains the terms for residing in the unit. Leases are a
standard business practice in the housing rental industry. Owners are
required to use the HUD model lease which includes terms normally
covered by leases used in the housing rental industry plus terms

required by HUD for the program under which the project was built and/or the program providing rental assistance to the tenants.

This information is authorized by 24 CFR 5.360, 236.750, 880.606, 883.701, 884.215, 886.127, 891.425, 891.625 and 891.765 cover lease requirements and provisions. This information is considered non-sensitive and does not require any special protection.



GARFIELD COUNTY HOUSING AUTHORITY
1430 RAILROAD AVENUE, UNIT F
RIFLE, CO 81650
(970) 625-3589 or (888) 627-3589
Fax (970) 625-0859 * TTY (800) 659-2656

WSVC Housing Complaint Procedure

Complaints regarding Lease or Occupancy Rule violations, living conditions or employees MUST be in writing and delivered to the Property Manager. The property manager will address or investigate the complaint within a reasonable period of time determined by the nature and severity of the complaint. The Property Manager will provide options how to resolve the problem cited.

Complaints regarding other tenants: In a community setting there are occasional disagreements between tenants. Such disagreements should be settled amicable between tenants, without management intervention. **Complaints regarding other tenants MUST be in writing and given to the property manager.** The property manager will determine if the tenant to tenant conflict contains material violation of the Rules of Occupancy and/or Lease and respond accordingly by issuing a written warning to correct the violation to the offending tenant(s). In the event the manager must intervene to referee a tenant personality to tenant personality conflict it will result in a warning to all parties involved. Second or further personality conflicts interfering with the quiet tenancy of other residents may result in eviction or non-renewal of the tenants leases.

At this time the Western Slope Veterans Coalition will accept complaints in writing, via mail, fax, and email.

Property Manager contact information:

Jeremie Oates
801 Colorado Ave
Glenwood Springs, CO 81601
Phone: (970) 233-8735

Email: wsveteranscoalition@gmail.com

Tenant Name: _____

Tenant Signature: _____ Date: _____



Warning: Section 1001 of Title 18 of the United States Code, states that a person who knowingly and willingly makes false or fraudulent statements to any department or agency of the United States is guilty of a felony.



Jesse Beckius/ Casey Owens

Veteran's Community Complaint Procedure

Complaints regarding Lease or Occupancy Rule violations, living conditions or employees MUST be in writing and delivered to the Property Manager. The property manager will address or investigate the complaint within a reasonable period of time determined by the nature and severity of the complaint. The Property Manager will provide options how to resolve the problem cited.

Complaints regarding other tenants: In a community setting there are occasional disagreements between tenants. Such disagreements should be settled amicable between tenants, without management intervention. **Complaints regarding other tenants MUST be in writing and given to the property manager.** The property manager will determine if the tenant to tenant conflict contains material violation of the Rules of Occupancy and/or Lease and respond accordingly by issuing a written warning to correct the violation to the offending tenant(s). In the event the manager must intervene to referee a tenant personality to tenant personality conflict it will result in a warning to all parties involved. Second or further personality conflicts interfering with the quiet tenancy of other residents may result in eviction or non-renewal of the tenants leases.

At this time the Western Slope Veterans Coalition will accept complaints in writing, via mail, fax, and email.

Property Manager contact information:

Jeremie Oates
Western Slope Veterans Coalition
teamoates@gmail.com

Tenant Name: _____

Tenant Signature: _____ Date: _____

Parcel	Physical Address	Owner	Account Num	Mailing Address
217903322007.00	842 GRAND AVE SILT	ALLEN, WILLIAM KYLE	R350119	PO BOX 562 SILT, CO 81652
217903418002.00	1004 GRAND AVE SILT	DELGADILLO QUIRARTE, NICOLASA & RODRIGUEZ, EDEL RIVERA	R350067	1115 BALLARD AVENUE SILT, CO 81652
217903418003.00	1060 GRAND AVE SILT	VANMETER, JAMES RODNEY & ROBERTA MOROSS	R350088	1060 GRAND AVENUE SILT, CO 81652
217903419006.00	940 GRAND AVE SILT	MENDOZA, RENE	R350698	940 GRAND AVENUE SILT, CO 81652
217903419007.00	960 GRAND AVE SILT	JURADO, LAURA & MONROY RIVAS, PORTFIRIO	R350699	960 GRAND AVENUE SILT, CO 81652
217903419008.00	910 GRAND AVE SILT	MELLO, SHANE	R083950	910 GRAND AVENUE SILT, CO 81652
217903419009.00	GRAND AVE SILT	MELLO, SHANE	R083951	910 GRAND AVENUE SILT, CO 81652
217910100011.00	Not available SILT	JURADO, LAURA	R350500	34661 HIGHWAY 6 SILT, CO 81652
217910100025.00	Not available SILT	HOGAN, MARC P & MARILYN C	R350394	PO BOX 2607 BRECKENRIDGE, CO 80424
217910100031.00	Not available SILT	CENTER TOWNHOME ASSOCIATION	R350632	PO BOX 678 SILT, CO 81652-0678
217910100037.00	Not available SILT	CENTER TOWNHOME ASSOCIATION	R350657	PO BOX 678 SILT, CO 81652-0678
217910110005.00	1051 GRAND AVE SILT	CUC BAQUIN, JUAN ALFREDO	R350882	1051 GRAND AVENUE SILT, CO 81652
217910110006.00	1061 GRAND AVE SILT	WIGHT, JASON C	R350883	1061 GRAND AVENUE SILT, CO 81652
217910112010.00	240 9TH ST SILT	EPPLER, ADAM & HERTA, SAMANTHA	R350640	240 9TH STREET SILT, CO 81652
217910112011.00	230 N 9TH ST SILT	MUNIZ, JACOB ANTHONY	R350641	PO BOX 704 RIFLE, CO 81650
217910113002.00	130 9TH ST SILT	OROSZ, GREGORY A	R350009	130 N 9TH STREET SILT, CO 81652
217910113003.00	220 9TH ST SILT	PRUETT, MADISON P & PRUETT, TREY C	R350658	PO BOX 807 SILT, CO 81652
217910114001.00	902 MAIN ST SILT	MAIN SILT PROPERTY LLC	R350505	1568 E 17TH STREET IDAHO FALLS, ID 83404
217910117002.00	1041 GRAND AVE SILT	SIMONSON, PAMELA S	R350264	PO BOX 677 SILT, CO 81652
217910123001.00	1021 DOMELBY CT SILT	RAMOS, SILVIA	R350621	1021 DOMELBY COURT SILT, CO 81652
217910123002.00	1019 DOMELBY CT SILT	SPAIN, MARY JO	R350620	1019 DOMELBY COURT SILT, CO 81652
217910123003.00	1011 DOMELBY CT SILT	MOORE, DAVID C	R350633	1409 DOMELBY COURT SILT, CO 81652
217910123004.00	1013 DOMELBY CT SILT	MOORE, DAVID C	R350653	1409 DOMELBY COURT SILT, CO 81652
217910123006.00	1015 DOMELBY CT SILT		R350884	Contact Assessor
217910123007.00	1017 DOMELBY CT SILT	LOCKE, JAD B	R350885	1017 DOMELBY COURT SILT, CO 81652
217910124001.00	941 GRAND AVE SILT	ROSA, RENE & MARIA V	R350715	941 GRAND AVENUE SILT, CO 81652-6007
217910124002.00	943 GRAND AVE SILT	EVANS, ELI D	R350716	943 GRAND AVENUE SILT, CO 81652
217910124003.00	945 GRAND AVE SILT	HIXSON, MICHAEL JOHN & VILLATORO TELLO, GUADALUPE	R350717	945 GRAND AVENUE SILT, CO 81652
217910125001.00	1000 DOMELBY CT SILT	MONTOKA GUERRERO, JUAN DE DIOS & HERNANDEZ, KRIHNSA FERNANDA	R350886	2307 COUNTY ROAD 154, TRLR 21 GLENWOOD SPRINGS, CO 81601
217910125002.00	1002 DOMELBY CT SILT	MARTINEZ, JOAQUIN & MARIA R	R350887	1002 DOMELBY COURT SILT, CO 81652-9572
217910127001.00	1022 DOMELBY CT SILT	VILLALOBOS, JESUS VERA & FLORES, INDIRA BARRON	R351156	1022 DOMELBY COURT SILT, CO 81652
217910127002.00	1024 DOMELBY CT SILT	SANCHEZ OLIVAS, DOLORES & RODRIGUEZ, JESUS RIGOBERTO & AMY ALICIA	R351157	1024 DOMELBY COURT SILT, CO 81652
217910127006.00	1100 DOMELBY CT SILT	EDGE, JOSEPH C & HOLLYE K	R005061	1100 DOMELBY COURT SILT, CO 81652
217910127008.00	1026 DOMELBY CT SILT	ZELLER, JOHN & JOY	R043298	737 CORRAL DRIVE GRAND JUNCTION , CO 81505
217910128001.00	1468 DOMELBY CT SILT	ARMSTRONG, DEBORAH L	R005706	1468 DOMELBY COURT SILT, CO 81652
217910128002.00	1458 DOMELBY CT SILT	FEDIRKO, PETER III	R005707	302 N 7TH STREET NEW CASTLE, CO 81647
217910133001.00	1236 DOMELBY CT SILT	KIDD, WILLARD J & REBECCA ANN	R006432	1236 DOMELBY COURT SILT, CO 81652
217910133002.00	1246 DOMELBY CT SILT	TLAXCALA, HORACIO SANCHEZ & MATILDE	R006433	1246 DOMELBY COURT SILT, CO 81652
217910133005.00	1266 DOMELBY CT SILT	GARCIA RODRIGUEZ, ARCENTIO & CERRITOS LAINEZ, LORENA D & LAINEZ CERRITOS, LUCAS ANTONIO	R083043	1266 DOMELBY COURT SILT, CO 81652
217910134010.00	1409 DOMELBY CT SILT	MOORE, DAVID C	R084539	1409 DOMELBY COURT SILT, CO 81652
217910134011.00	Not available SILT	MOORE, DAVID C	R084540	1409 DOMELBY COURT SILT, CO 81652
217910134012.00	Not available SILT	MOORE, DAVID C	R084541	1409 DOMELBY COURT SILT, CO 81652
217910139001.00	1023 DOMELBY CT SILT	CEJA, JOSE G TELLEZ	R042017	1023 DOMELBY COURT SILT, CO 81652
217910139002.00	1025 DOMELBY CT SILT	FEDIRKO, PETER III	R042018	302 N 7TH STREET NEW CASTLE, CO 81647
217910141001.00	1428 DOMELBY CT SILT	KUHEIM, JOAN	R045105	1428 DOMELBY COURT SILT, CO 81652
217910141002.00	1438 DOMELBY CT SILT	GARCIA TURBIN, GRISELDA C & TURBIN MEDINAS, MARIA V	R045106	1438 DOMELBY COURT SILT, CO 81652
217910141003.00	1448 DOMELBY CT SILT	OTERO, JULIE	R045107	1448 DOMELBY SILT, CO 81652
217910141008.00	DOMELBY CT SILT	MOORE, DAVID C	R083050	1409 DOMELBY COURT SILT, CO 81652
217910142001.00	1499 DOMELBY CT SILT	NERSESIAN, MARK	R082545	1499 DOMELBY COURT SILT, CO 81652
217910142002.00	1489 DOMELBY CT SILT	WELLS, DEAN F & MICHELLE	R082730	1489 DOMELBY COURT SILT, CO 81652
217910142003.00	Not available SILT	MOORE, DAVID C	R083049	1409 DOMELBY COURT SILT, CO 81652
217910201001.00	841 GRAND AVE SILT	BROWNSON, JAMES M, JR & EDWENNA RAYLENE	R350139	PO BOX 733 SILT, CO 81652-0733

217910201005.00 832 HOME AVE SILT
217910201006.00 221 9TH ST SILT
217910216001.00 Not available null
217910216002.00 815 HOME AVE SILT
217910216006.00 840 MAIN ST SILT
217910216007.00 101 N 9TH ST SILT
ROW Not available null

PEYTON, DARLENE SUE
OTERO, JUPITER & ROSA

DELGADILLO, VALENTIN VELAZQUEZ & CARRASCO TORRES, CLAUDIA RUBI
SLATON, MARCUS TYLER
SLATON, MARCUS TYLER

R350045
R350190

832 HOME AVENUE SILT, CO 81652
305 S MEADOW DRIVE RIFLE, CO 81650

R350490
R350506
R350115

815 HOME AVENUE UNIT 4 SILT, CO 81652
3600 HARBOR BLVD, SUITE 110-190 OXNARD, CA 93035
3600 HARBOR BLVD, SUITE 110-190 OXNARD, CA 93035



Community Development Department

MEMORANDUM

TO: Planning & Zoning Commissioners
FROM: Nicole Centeno, Community Development Manager
DATE: June 4, 2024
RE: Affordable Housing Discussion

At the May 28, 2024 Board of Trustee Meeting, Manager Mann presented an affordable housing plan to be used as a guiding document to accomplish the goal of better serving our communities housing needs.

The Town did apply for a DOLA grant and has \$67,500 to undertake a housing needs assessment (focused on public outreach) and update to the Town Comp Plan and Municipal Code.

The Board of Trustees would like feedback from the Planning and Zoning Commission to be presented at a future meeting, along with a timeline in which these goals are schedule to be accomplished.

This discussion will be ongoing, over the next year and Town Staff appreciates your involvement and collaboration!

**TOWN OF SILT
BOARD OF TRUSTEES WORK SESSION
May 28, 2024**

AGENDA ITEM SUMMARY

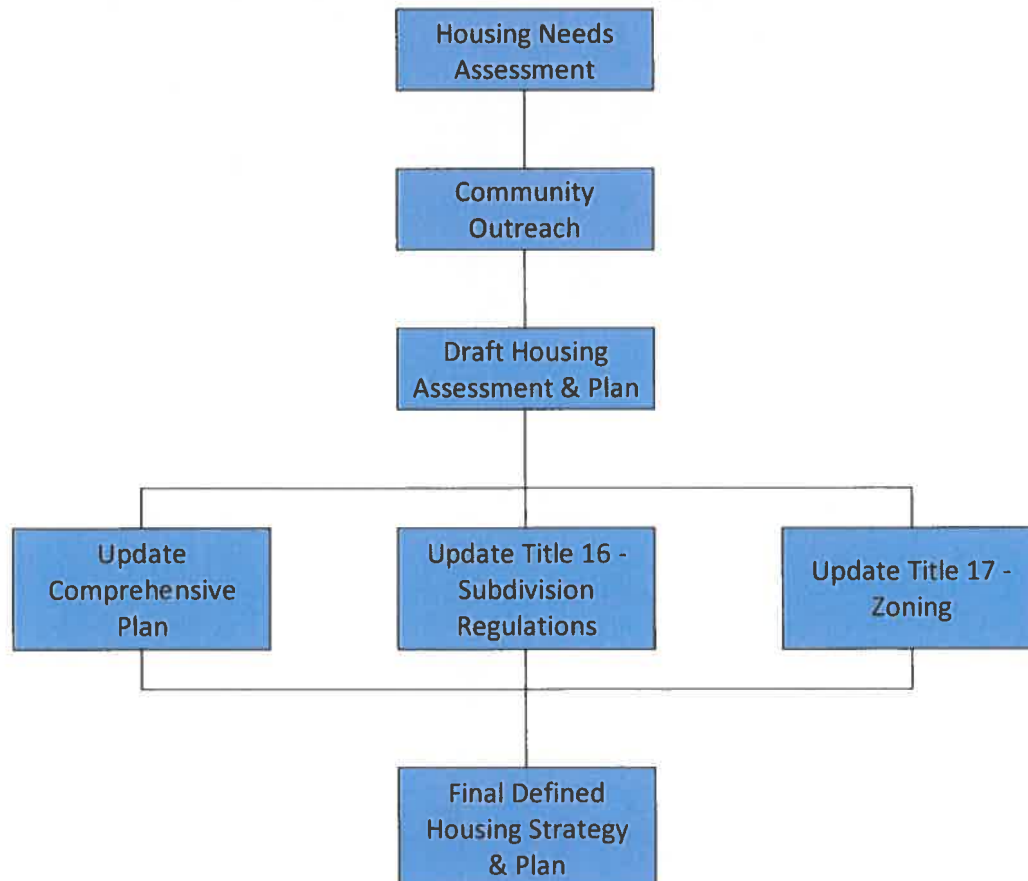
SUBJECT: Affordable Housing

PROCEDURE: Discussion

RECOMMENDATION: NA

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Trustee Hanrahan has asked that we move forward the discussion related to updating the Town's Affordable Housing plans, needs, etc. As you may recall, the Town did apply for a Department of Local Affairs (DOLA) More Housing Now & Land Use Initiative grant in the amount of \$67,500. The purpose of the grant was to undertake a housing needs assessment, public outreach process, and update the Town's Code.

In order to proceed with updating the Town's policies related to housing, staff has outlined the following process that we will need to utilize to accomplish the goal:



Currently we are in the process of preparing a Housing Needs Assessment RFQ to engage a consultant to undertake the analysis. While we do not have an exact timeline, we would anticipate that the process to complete all of the above tasks will carry us to this time in 2025.

FUNDING SOURCE: DOLA Grant Award & General Fund In-Kind Contribution for a total project cost of \$75,000.

ORIGINATED BY:

PRESENTED BY: James Mann, Town Manager

DOCUMENTS ATTACHED:


TOWN ATTORNEY REVIEW [] YES [] NO **INITIALS** _____

SUBMITTED BY:



Jim Mann, Town Manager

REVIEWED BY:



Sheila M. McIntyre, Town Clerk
Lori Malsbury, Deputy Clerk



Community Development Department

MEMORANDUM

TO: Planning & Zoning Commissioners
FROM: Nicole Centeno, Community Development Manager
DATE: June 4, 2024
RE: Special Purpose Committee / Parks, Rec & Culture Committee

Special Purpose Committee:

Given our last discussion about affordable housing and the gravity of the work that needs to be completed over the next year or so, the Town is putting together a group of individuals to create a Special Purpose Committee. The objective of this group will be to focus on the Town Code, Affordable Housing, Comprehensive Plan and Financial Management/Capital Improvement Plan.

This committee will consist of two Trustees, one Commissioner, Staff and a Town Resident.

Parks, Rec and Culture Committee:

In 2020, the Board established a Parks, Rec and Culture Committee, with a focus on developing and implementing our Parks, Rec and Culture Master Plan.

The committee has consisted of two Trustees and Town Staff. As the community continues to grow and change, it's important to expand our committees, in an effort to receive additional feedback and new ideas.

The Parks, Rec and Culture Committee is being reorganized to include two trustees, one Commissioner and Town Staff. We have upcoming projects that we will also be looking for Town Residents to participate in, as a focused sub-committee.

Our elected and appointed officials dedicate themselves to serving the community in which they represent. Town Staff understands the time demands in which you all serve, so we respectfully ask if any of our commissioners would like to serve on one of these two committees.

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
May 28, 2024**

AGENDA ITEM SUMMARY

SUBJECT: Establishment of Special Purpose Committee: Strategic Planning and Town Code Committee

PROCEDURE: Action item

RECOMMENDATION: Establish Committee and Appoint Members

SUMMARY AND BACKGROUND OF SUBJECT MATTER: As was discussed in this evening's Work Session, there are a variety of upcoming initiatives that will require alteration to the Town's Code, some of which will require additional planning efforts. To alleviate some of the burden on the entire Town Board, it is suggested that the Town create a sub-committee to address these items prior to formal discussion and action by the Town Board. The initial charter for the committee would be to address the following, not necessarily in the order they appear:

1. Modifications to the Town Code
 - a. Housing
 - b. Subdivision
 - c. Miscellaneous
2. Comprehensive Plan
3. Financial Management Plan/Capital Improvement Plan

FUNDING SOURCE: N/A

ORIGINATED BY:

PRESENTED BY: James Mann, Town Manager

DOCUMENTS ATTACHED:

TOWN ATTORNEY REVIEW ☐ YES ☐ NO **INITIALS** _____

SUBMITTED BY:



Jim Mann, Town Manager

REVIEWED BY:



Sheila M. McIntyre, Town Clerk