

GEORGETOWN PLANNING COMMISSION
TOWN HALL, 404 6th STREET
Georgetown, CO

NOTICE AND AGENDA FOR SPECIAL MEETING

Wednesday, November 30, 2022
6:00 p.m.

CALL TO ORDER

ROLL CALL:

Chairperson: Dwayne Goscinski

Members: Kathleen Hoeft, Anne Wilkins, Ed Hoover, and Denise Newton

Alternate Member: Jason Newton

AGENDA

Public Hearing - Rezoning application – 1600 Argentine St.

Applicant: Synergy Building Solutions – Jack Arbess

Request to change zoning from Gateway Commercial District to Multi-Family District

Public Hearing – Long Term Motel / Hotel Stays

Proposed regulations

ADJOURN

To join the meeting: www.zoom.us Webinar ID: 849 0469 0333

Or Telephone: +1 669 900 6833 or +1 253 215 8782

**Turn page over for details on how to join the meeting or
watch live stream www.townofgeorgetown.us**

**The meeting can be watched live via: www.townofgeorgetown.us
Go to the Government tab and then to Recordings of Meetings and then
click on Planning Commission meeting in session**

Meetings are also archived on the above website.

**The public can submit their comments prior to the meeting to:
townclerk@townofgeorgetown.us**

I HEREBY CERTIFY THAT A COPY OF THE FOREGOING Notice of the Planning Commission meeting of the Town of Georgetown was, by me personally, posted on 11-23-22 at least 24 hours prior to the scheduled meeting, at the following locations:

Town Hall – 404 6th St.

Post Office – P.O. Box 426

Georgetown, CO 80444

www.townofgeorgetown.us

By: Jennifer Yobski, Town Clerk

Agenda Item No. 1

Meeting Date: Wednesday, November 30, 2022

**TOWN OF GEORGETOWN
PLANNING COMMISSION
MEETING AGENDA ACTION/DISCUSSION ITEM**

AGENDA ITEM TITLE: The Roost Rezoning Application

BACKGROUND:

The applicant proposes to renovate and repurpose an existing lodging establishment at 1600 Argentine Street (the Georgetown Lodge) into a 57 micro-unit apartment complex to be known as The Roost, with the potential to use an additional existing building for either 10 more micro-units or an indoor common area. The applicant has stated an intent to rent the micro-units to local residents as an attainable housing option. A similar project developed by the applicant in Durango is leasing 267 – 314 square foot (micro-unit) apartments for \$1200 -\$1400 per month.

The subject property is situated in the Gateway Commercial zone district. The Gateway Commercial zone district allows, with a special use permit, “Motels, hotels, lodging units and resorts, and including newsstands, gift shops, personal service shops, manager/caretaker dwelling units and similar accessory uses conducted entirely within the principal building”. Apartments are not an allowed use in the Gateway Commercial zone district. For that reason, the applicant proposes to rezone the property to the High Density Residential zone district, which allows for multiple-family dwellings such as apartments as a use by right.

The Georgetown Comprehensive Plan Land Use designation for the subject property is Gateway Commercial. The Gateway Commercial category provides for commercial and visitor uses at the Town’s principal gateway. The subject property is in close proximity to the Town Residential land use designation, which provides for housing of varied types and urban-level densities. The Comprehensive Plan’s *A Healthy Economy* plan theme states that “more workforce housing choices for low, moderate and middle income residents are needed, especially townhomes, apartments and attached single family homes.”

Per GMC 17.12.080 Site-specific amendment to district map (rezoning).

(b) Planning Commission action. The Planning Commission shall review and consider a request for site-specific zoning or rezoning at a noticed public hearing ...(and) shall issue its findings and recommendations in writing and forward same to the Board of Selectmen.” The notice for the Planning Commission meeting was posted at Town Hall and on the property, and mailed to adjacent property owners on October 28, 2022. The notice was also published in the Clear Creek Courant, on October 27, 2022.

The Design Review Commission reviewed the Rezoning application on October 17, 2022 and “had no objection within DRC prevue”. (See attached DRC Advisory Report).

STAFF (TOWN ADMINISTRATOR, TOWN PLANNER AND TOWN ATTORNEY) COMMENTS:

The Planning Commission recommendation to the Board of Selectmen should consider the following rezoning criteria:

- (1) Whether there has been a change in the character or land uses in the neighborhood or the Town warranting the requested zoning/rezoning.
 - The existing Georgetown Lodge consists of several older buildings in need of renovation. The proposed rezoning is supported by the owner of the Georgetown Lodge and will promote to the retention of the neighborhood's high quality land use character.
 - Given the shortage of workforce housing in the community, the developer's track record with a similar successful project in Durango, the comprehensive plan's multiple statements in support of affordable/available/diverse housing, and the County's multi-jurisdictional effort to remove barriers to affordable housing development, the Town supports the requested zone change.
- (2) Whether the proposed zoning or rezoning will be consistent and blend with the character and land uses in the area surrounding the land subject to the application.
 - This rezoning proposes the redevelopment of existing short-term lodging uses into long-term rental uses, and is consistent and will blend with the nearby lodging and long-term rental uses along Argentine Street.
 - This rezoning proposes the redevelopment of existing short-term lodging uses into long-term rental uses, and is consistent and will blend with the nearby lodging and long-term rental uses along Argentine Street.
- (3) Whether the proposed zoning or rezoning is consistent with the guidelines, goals and purposes contained in and underlying the Town's comprehensive plan.

There are multiple statements, strategies and actions in the comprehensive supportive of in support of affordable/available/diverse housing that could be added in this space.
- (4) Whether an error was made with respect to the original zoning designation for the subject land.

There has not been an error made with respect to the original zoning. This zoning intentionally put in place to preserve the Town's commercial area.
- (5) Whether the proposed zoning or rezoning will enhance or advance the public health, safety and welfare.

Adding more apartments to the Town would enhance the public welfare because it would add the much-needed housing for our work force. That said, the long-term effects and the potential rental price are questionable as to how this would benefit the public welfare. As noted above, a similar project in Durango is currently leasing 267 – 314 square foot micro-unit apartments for \$1200 -\$1400 per month. The

application does not specify a unit size, yet if the development charges \$1200-\$1400 monthly to rent 267 square feet, then it could cause other available apartments to increase their monthly rent to accommodate a much higher price for more available rental space. However, it is also true that more housing supply typically puts downward pressure on housing prices.

The attached rezoning application is provided for Planning Commission review and action.

RECOMMENDED MOTION: "I move to recommend that the Board of Selectmen approve the proposed Roost Rezoning.

ALTERNATIVE MOTION: "I move to recommend that the Board of Selectmen deny the proposed Roost Rezoning, based upon the following findings:

- a. (add)

ATTACHMENTS:

1. Rezoning Application
2. DRC Advisory Report

**Design Review Commission
Advisory Matter**

To: Design Review Commission
DRC Meeting Date: October 27, 2022
PC Meeting Date: November 30, 2022
Re: The Roost Rezoning Application
Zoning District: Gateway Commercial (current); Multifamily Residential (proposed)
Character Area: Gateway Commercial

Findings and Recommendations regarding conformity with criteria and compatibility with the applicable design review guidelines (GMC 17.08.130(b)):

(Standards are indicated in non-bold type. **DRC comments and recommendations are indicated in bold type.**)

1. The effect of the proposed change upon the general historic and/or architectural character of the structure or area. **N/A**
2. The Architectural style, arrangement, texture and materials used on existing and proposed structures, and their relation to other structures in the area. **Potential improvement.**
3. The effects of the proposed work in creating, changing, destroying or affecting otherwise the exterior architectural features of the structure upon which such work is to be done. **N/A**
4. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the structure or area. **Impact of additional parking should be considered.**
5. The use to which the structure or area will be put. **N/A**
6. The condition of existing improvements and whether or not they are a hazard to public health or safety. **Hazard-yes**
7. Compliance of the proposed development or work with all applicable design guidelines. **Unknown**

Overall recommendation: **No objection within DRC per view**


Joan Eaton, Co-Chairman
Design Review Commission



TOWN OF GEORGETOWN
404 6TH STREET
P.O. BOX 426
GEORGETOWN, CO 80444

LAND USE APPLICATION

Project Name: THE ROOST
Project Site Address/Location: 1600 Argentine St. Georgetown, CO 80444
Name of Applicant: SYNERGY Building Solutions Owner ☐ Agent ☒
Address: 1200 17th St. Ste. 750 Denver, CO 80202
Legal Description/Parcel, Block, Lot # (Attach Additional Sheet if Needed): see attached
Telephone#: 303-521-5388 Fax#: n/a Email: jda@synergybuilding.com

Type of Application (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Subdivision: Conceptual Plan | (Attach Subdivision Conceptual Plan Checklist) |
| <input type="checkbox"/> Subdivision: Preliminary Plat | (Attach Subdivision Preliminary Plat Checklist) |
| <input type="checkbox"/> Subdivision: Final Plat | (Attach Subdivision Final Plat Checklist) |
| <input type="checkbox"/> Subdivision Exemption Plat | (Attach Subdivision Exemption Plat Checklist) |
| <input type="checkbox"/> Special Use Permit | (Attach Special Use Permit Checklist) |
| <input type="checkbox"/> Temporary Use Permit | (Attach Temporary Use Permit Checklist) |
| <input type="checkbox"/> Sign Permit | (Attach Sign Permit Checklist) |
| <input type="checkbox"/> PUD: Preliminary Development Plan | (Attach PUD: Preliminary Development Plan Checklist) |
| <input type="checkbox"/> PUD: Final Development Plan | (Attach PUD: Final Development Plan Checklist) |
| <input type="checkbox"/> Rezoning | (Attach Rezoning Checklist) |
| <input type="checkbox"/> Zoning Variance | (Attach Zoning Variance Checklist) |
| <input type="checkbox"/> Floodplain Development Permit | (Attach Floodplain Development Permit Checklist) |
| <input type="checkbox"/> Annexation | (Attach Annexation Checklist) |
| <input type="checkbox"/> Site Specific Development Plan | (Attach Site Specific Development Plan Checklist) |
| <input type="checkbox"/> Certificate of Appropriateness | (Attach Certificate of Appropriateness Application) |

NOTE: No application will be accepted or processed unless it is complete and all fees are paid. In addition to the base application fee, a deposit to cover the reasonable anticipated costs for outside professional services may be required at the time of application. I hereby certify that the information contained herein and on any attachments hereto is in all respects true and accurate to the best of my knowledge and belief.

Name: (print) Jack Daniel Abess
Signature: [Signature] Date: 9.15.22
INSTRUCTIONS:



REZONING APPLICATION CHECKLIST

Twenty hard copies and one electronic version of all of the following information shall be submitted with an application for rezoning, unless one or more items are specifically waived in writing by the Town Administrator:

- ☐ The Land Use Application form provided by the Town Administrator.
- ☐ A vicinity map indicating the location and street address (if applicable) of the property.
- ☐ A legal description of the property.
- ☐ Proof of legal ownership in the form of a current title policy, and the names and addresses of the owners of the property and any lienholder(s).
- ☐ Proof of taxes paid.
- ☐ A petition for rezoning signed by the owners of at least fifty percent (50%) of the area of land or area of lots subject to the rezoning application.
- ☐ The names and addresses of any owners and lessees of mineral rights for the property. All mineral rights owners and lessees must be notified 30 days in advance of application review.
- ☐ The names and addresses of any property owners within three hundred feet (300') of any portion of the property.
- ☐ A cover letter including justification for a rezoning based upon the review criteria in Section 17.12.080(c) (1-5) of the Georgetown Municipal Code. Include the existing zoning and the proposed zoning.
- ☐ A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- ☐ An application fee per the Fee Schedule.
- ☐ A deposit to cover the reasonable anticipated costs for outside professional services.

17.32.030 - Amendments.

- (a) General. The Board of Selectmen may, from time to time, on its own motion, on petition of any person in interest, or on initial recommendation of the Planning Commission, amend, supplement or repeal the regulations and provisions of this Title; provided that where territory is sought to be rezoned on a proposal other than by the Board of Selectmen or by the Planning Commission, the person proposing or petitioning for rezoning of territory shall have a property interest in the subject territory. The applicant shall submit a list of the abutting owners of record and their addresses from available Town and/or county records.
- (b) Text amendments.
 - (1) **Planning Commission advisory report:** Any such proposed amendment or change, when initiated by the Board of Selectmen or by individual petition, shall be referred to the Planning Commission for an advisory report thereon. When a proposed amendment or change is initiated by the Planning Commission, said advisory report shall accompany the initial recommendation of the Planning Commission.
 - (2) **Procedure before Planning Commission:** Before giving an advisory report or initial recommendation on any proposed amendment to the text of this Title, the Planning Commission shall first conduct a public hearing thereon. Notice of the time and date of such hearing and a brief summary or explanation of the subject matter of the hearing shall be given by publishing one (1) notice thereof in a newspaper of general circulation in the Town, such publication to be made at least ten (10) days prior to the public hearing.
 - (3) **Procedure before Board of Selectmen:** After receiving the advisory report from the Planning Commission, the Board of Selectmen shall introduce, review and adopt or reject a proposed text amendment following the same procedures as required for the adoption of an ordinance, except that notice of the time and place of the public hearing before the Board on a text amendment shall be given by the Town Clerk at least fifteen (15) days prior to the hearing by posting at Town Hall and by publication in a newspaper of general circulation within the Town.
- (c) Amendments to district map. Any proposed site-specific amendment to the district map, whether initiated by the Planning Commission or the Board of Selectmen, or by an individual landowner, shall be processed, reviewed and approved following the procedures set forth in Section 17.12.080. Non-site-specific amendments (e.g., area-wide amendments involving multiple lots or parcels) to the district map shall not become effective except after a public hearing before the Board of Selectmen, public notice of which was provided by posting at Town Hall and other designated locations and publication in a newspaper of general circulation in the Town not less than fifteen (15) days prior to the hearing.
- (d) District designation of annexed territory.
 - (1) District designation of land in the process of annexation may be done in accordance with the applicable procedure and notice requirements of this Section and of Chapter 17.12. Any proposed ordinance zoning annexed territory shall not be passed prior to the date when the annexation ordinance is passed on final reading; the ordinance annexing the property may also place a district designation on the property.
 - (2) Any area annexed shall be brought under the provisions of this Title and the map thereunder within ninety (90) days from the effective date of the annexation ordinance. During such ninety-day period, or such portion thereof as is required to zone the territory, the Town shall refuse to issue any building or occupancy permit for any portion or all of the newly annexed area.
- (e) Designation of flood hazard area.
 - (1) The Board of Selectmen may hereafter designate an area within the Town as a flood hazard area upon evidence that such designation is appropriate and is based upon accepted standards for such designation.
 - (2) Designation of a flood hazard area shall be considered to be an amendment to the district map, and the applicable procedures and notice requirements of Chapter 17.12 shall be complied with.

(Ord. 320 Art. VIII(C), 1981; Ord. 348 §§3, 4, 1983; Ord. 376 §1, 1985; Ord. 2 §6, 2001)

1570

DATA TABLE FUTURE LOT	
TOTAL # UNITS:	32
COMMON AREAS	
UNDER BLDG PARKING:	30
SURFACE PARKING PROVIDED:	29
TOTAL PARKING PROVIDED:	49
PARKING RATIO PROVIDED: 1.3 PER UNIT	

FUTURE HOTEL DEVELOPMENT
COMMERCIAL ZONING
~ .57 ACRES

FUTURE
CURRENT

COMMUNITY OR
GATHERING SPACE
WITH SEATING AND FIRE PIT

DATA TABLE CURRENT LOT	
TOTAL # UNITS:	67
TOTAL PARKING PROVIDED:	74
PARKING RATIO PROVIDED: 1.1 PER UNIT	

BLDG A
32 UNITS

BLDG B
24 UNITS

BLDG C
1 UNIT
(FUTURE)

BLDG D
10 UNITS
(FUTURE)

SERVICE &
REFUSE AREA

SUBDIVISION: GEORGETOWN BLOCK: LOTS 1
THROUGH 6 AND LOTS 13 THROUGH 28, BLOCK 64,
EXCEPT THE SOUTH 20.00 FEET OF SAID LOT 6 AND
THE SOUTH 20.00 FEET OF SAID LOT 13;

LOTS 1 THROUGH 6, BLOCK 71;

LOTS 13 THROUGH 16, BLOCK 76;

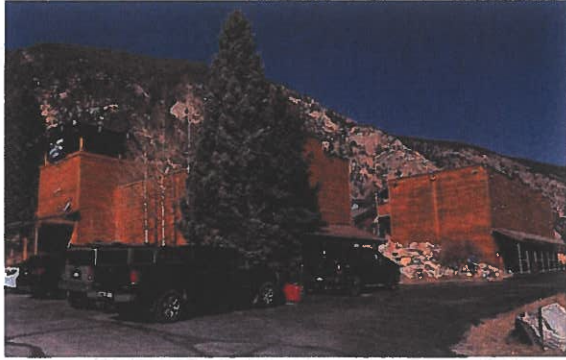
TOGETHER WITH VACATED 16TH STREET, 17TH
STREET AND CLARK STREET;
EXCEPT ANY PARTS OF SAID LOTS IN THE RIGHT OF
WAY OWNED BY THE STATE OR COUNTY FOR
HIGHWAY PURPOSES,
GEORGETOWN, COUNTY OF CLEAR CREEK, STATE
OF COLORADO
known as No. 1600 Argentine Street, Georgetown, CO
80444

ARGENTINE STREET

IMPROVED
LANDSCAPE/HARDSCAPE

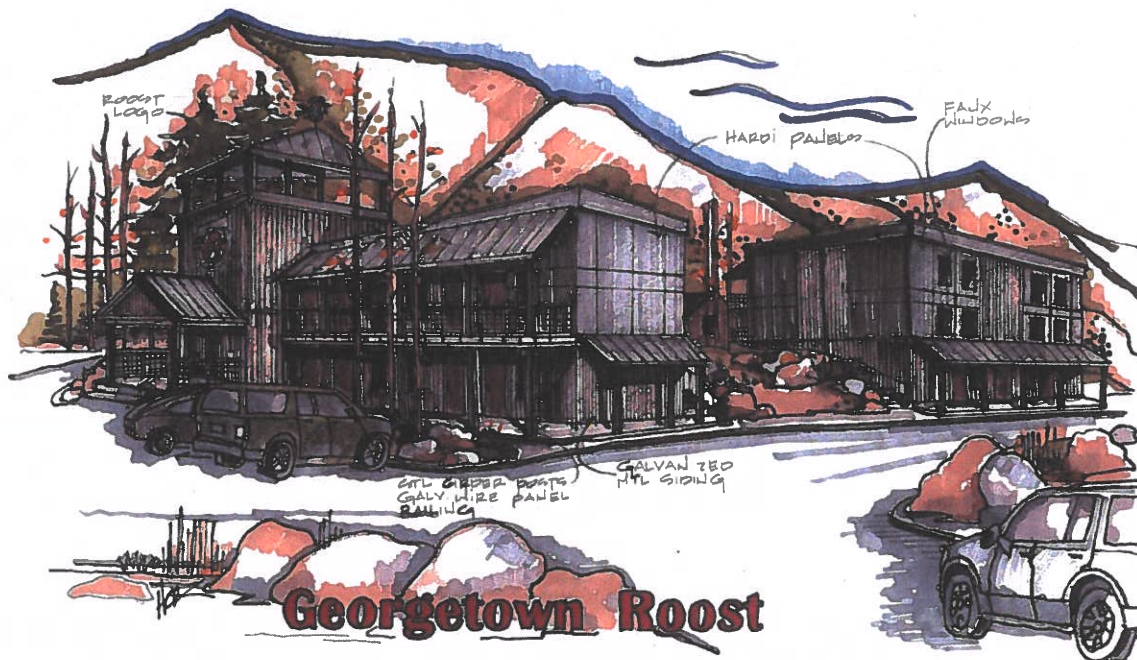
ENTRIES /
EXITS TO SITE

EXISTING BUILDING

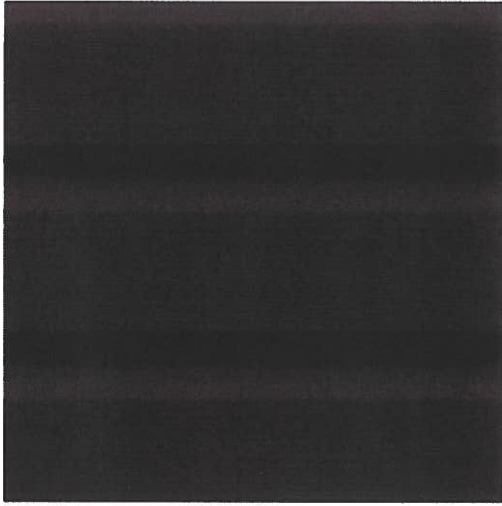


GEORGETOWN, CO

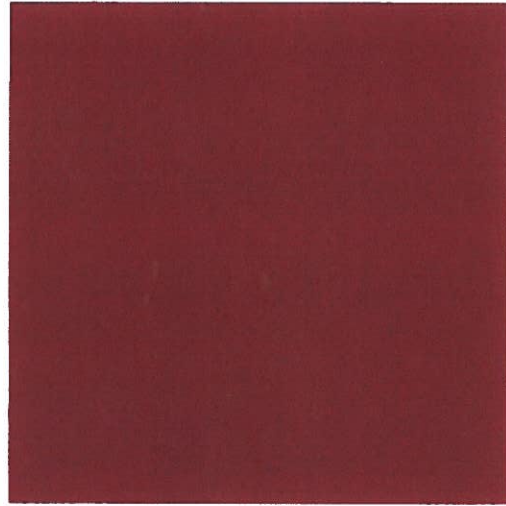
PRECEDENT IMAGES



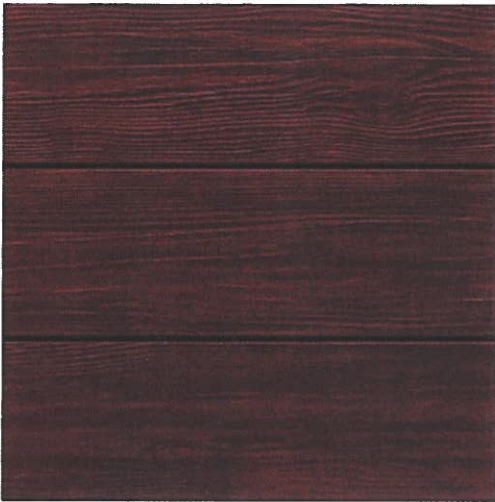
MATERIALS



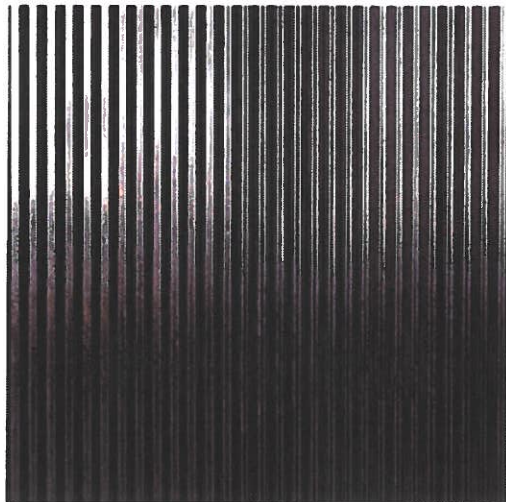
DARK DUTCHLAP SIDING



RED ACCENT PAINT

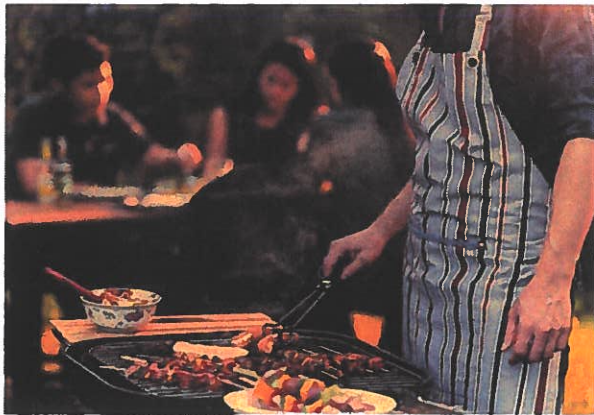


WOOD CLADDING



CORRUGATED ACCENT METALS

OUTDOOR COMMUNITY SPACE ACTIVITIES



1600 ARGENTINE STREET, GEORGETOWN, CO 80444

PIVOTAL
ARCHITECTURE, PC
PA #: 22105
4/28/22

LEGAL DESCRIPTION

LOTS 1 THROUGH 6 AND LOTS 15 THROUGH 20, BLOCK 64, EXCEPT THE SOUTH 20.00 FEET OF SAID LOT 6 AND THE SOUTH 20.00 FEET OF SAID LOT 15;

LOTS 1 THROUGH 6, BLOCK 71;

LOTS 13 THROUGH 16, BLOCK 76;

TOGETHER WITH VACATED 16TH STREET, 17TH STREET AND CLARK STREET;
EXCEPT ANY PARTS OF SAID LOTS IN THE RIGHT OF WAY OWNED BY THE STATE OR
COUNTY FOR HIGHWAY PURPOSES,
GEORGETOWN, COUNTY OF CLEAR CREEK, STATE OF COLORADO

Special Use Permit Application – List of Property Owners within 300' of Property

Property: 1600 Argentine St. Georgetown, CO 80444
The Georgetown Lodge

Project Name: "The Roost"

List of Property Owners:

1. Georgetown Property Management
P.O. Box 123
Georgetown, CO 80444 – 0123
2. Town of Georgetown
P.O. Box 426
Georgetown, CO 80444
3. Golden Center LLC
7708 McIntyre Ct.
Arvada, CO 80007
4. Major Anderson LLC
P.O. Box 122
Georgetown, CO 80444-0122
5. Mumuminki LLP
P.O. Box 308
Georgetown, CO 80444-0308
6. Valero Diamond Metro Inc.
P.O. Box 52085
DC 17
Phoenix, AZ 85072



Date: September 15, 2022
TO: Mr. Rick Keuroglan, Town Administrator
COMPANY: The Town of Georgetown
COPY TO: Design Review Commission
FROM: JACK DANIEL ARBESS, President

**SUBJECT: Rezoning Application – 17.12.080 Site-Specific Amendment to District Map (rezoning)
1600 Argentine St.
Georgetown, CO 80444**

Design Review Commission:

Background:

The Property that is the subject of this *Site-Specific Amendment to District Map (rezoning) Application* is located at 1600 Argentine St. ("Property") and is currently operating as a lodging establishment under a Special Use Permit (SUP) doing business as The Georgetown Lodge.

The current zoning designation is "Gateway Commercial District" (Title 17.16.047).

The existing structures that make up the Georgetown Lodge were originally constructed in or around 1972 as a Motel 8, and apart from some minor renovations, remains largely the same architectural vernacular and commercial use. To the best of our knowledge, the building(s) has not achieved historical status. The Property is in the *Gateway Commercial Character Area*.

Statement of Purpose:

We come before the Design Review Commission with the intention of being part of a solution to an important and chronic problem.

The lack of affordable housing is a serious problem effecting The Town of Georgetown, Clear Creek and Summit Counties and remains a serious challenge to most mountain towns in and around the State.

The deficiency (or even absence) of affordable housing affects almost every business in Georgetown and Clear Creek County. In fact, many business owners in the Town have stated that the problem remains unresolved and is an existential threat to their businesses.

Housing shortages lead to worker shortages forcing businesses to operate at reduced capacity, or worse, fail.

Finite land and increased demand have caused unprecedented inflation of real estate prices which in turn has restricted access to basic attainable housing for many. Local wage earners are simply not earning enough to afford housing in the town which they live. This problem puts all businesses in the community at risk.

Most small towns throughout the State suffer with this shortage, but few have found creative and effective solutions.

Our intent is to address this problem by quickly introducing approximately fifty-seven new affordable and attainable rental housing units to the Town's existing housing stock.

Description of Project/Solution:

In the 2016 Comprehensive Plan, the Town had the foresight to identify as a "key strategy" the need to *"... expand the availability of workforce housing in Georgetown"*

Difficulty in finding solutions to this critical problem can be distilled down to two key issues:

- a) Increased costs of land, horizontal and vertical construction, labor and material shortages and the cost and exposure to entitlement risk, and
- b) a general intransigence to entitlement flexibility.

We are experienced developers of similar projects in Denver, Durango, Buena Vista as well as others outside of Colorado and understand that the above referenced issues, make constructing ground up, new projects unfeasible as an affordable housing solution.

The proposed project, *"The Roost"*, utilizes the repurposing of older existing (non-historic), underutilized and tired structure(s) and revitalizing the entire Property to create a desirable and attainable housing solution for the residents of Georgetown and surrounds.

Our experience has demonstrated that to solve this problem, a mixture of adaptive reuse of suitable existing buildings, and partnering with local governments to find creative ways to utilize the existing municipal codes, is the best way forward in solving this issue.

Live small. Play large

This is what defines and drives “*The Roost*” brand. Interesting architecture, cool, contemporary apartments with ample storage for your mountain gear, pet friendly and highly desirable – a stark departure from the usual “affordable” projects.

Each studio unit is designed with full kitchens and baths and unique architectural elements that transform small spaces into highly livable spaces.

Rather than the timely, costly, and far riskier strategy of developing new construction, “*The Roost*” proposes to add new contemporary and attainable rental housing units to the Town’s existing housing stock ***in months, rather than years.***

We believe the repurposing of short-term motel rooms to long-term quality housing is the solution Georgetown needs. “*The Roost*” includes an emphasis on community space in a contemporary architectural vernacular with homage to the mountain and historical mining era, respectful of Georgetown’s unique status as a National Historic Landmark.

“*The Roost*” makes sense for The Town of Georgetown.

Proposed Project (“*The Roost*”) and the Georgetown Municipal Code – Rezone to 17.16.046 – Multifamily Residential District

We intend “*The Roost*” to be a contemporary interpretation of the traditional context that exists in Georgetown. It is not only sympathetic to the surrounding and adjacent land uses but enhances it.

The proposed Property which is the subject of this rezone application is in close proximity to existing residential zones, notably the *Multifamily Residential Zone* located across Argentine St. and slightly north of the property, as well as the *Meadows Residential Zone* which is contiguous to the *Multifamily Residential Zone* on the east side.

The intent of the regulations in the Georgetown Municipal Code in this District are intended “...to facilitate alternatives to small lot detached single-family and/or two-family housing units while maintaining a density and pattern of development consistent with the scale and character of residential development existing in the older sections of the Town”.

The proposed rezoning of the Property meets or exceeds the area and bulk regulations in the District and complies with the required Uses Permitted. Some key metrics:

- i. Minimum lot area per ground level MF dwelling unit – 3,750 – **meets/exceeds**
- ii. Minimum lot width – 50 feet – **meets/exceeds**
- iii. Minimum setbacks – **meets/exceeds**

- iv. Maximum height – 35' – recent survey states the peak of the tower at main entrance exceeds the maximum building height of 35 by 1.5' (unverified). We intend to rectify this during construction/remodeling phase if accurate.
- v. Maximum Building Coverage – 30% of Lot - **meets/exceeds (17.7% of lot)**

Building mass, size, and form changes little if any from the current use, but visually the site design, setting and architectural vernacular are positively enhanced. Additional architectural elements will be added (to be further discussed and presented in subsequent applications) to create a community focal point with architectural references that suggest the historical importance of Town juxtaposed with “mountain modern”.

We believe that “*The Roost*” would be highly compatible with the surrounding neighborhood(s) without adding any additional burdens or objectionable conditions.

“*The Roost*” is designed to maintain the traditional scale and character of the Town and uses relevant and appropriate materials in its presentation.

We ask the Design Review Commission to consider this application for recommendation to the Planning Commission.

We look forward to working with the Town to provided additional attainable housing options for the residents of Georgetown.

EXHIBIT

Photos from River Roost, Durango, CO (Developed by Applicant)



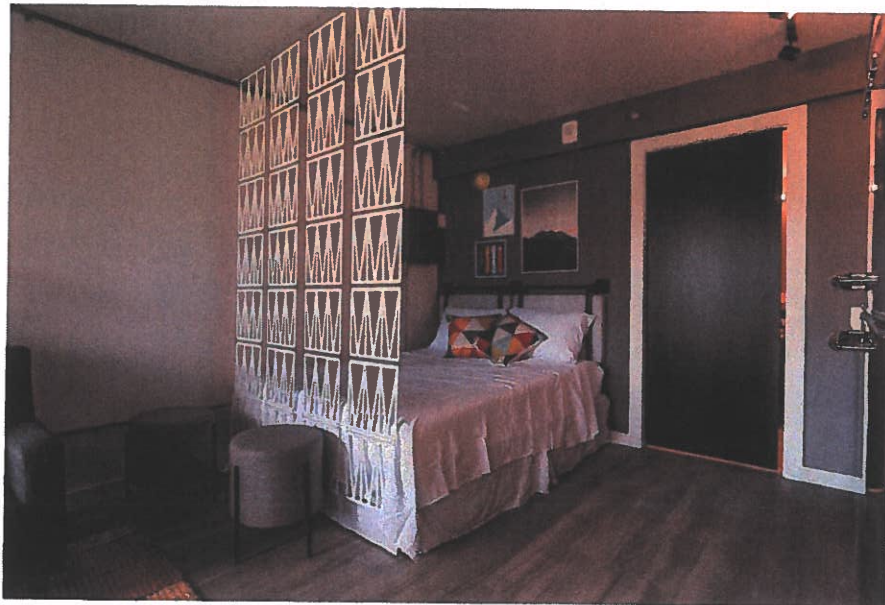
Interior of Hotel Conversion Project to Residential



Full Kitchen



Bed Configuration A



Bed Configuration B

MUMUMINKI, LLP
1600 Argentine Street
Georgetown, Colorado 80444
Phone: (719) 293-1135

August 3, 2022

City of Georgetown, Colorado
404 Sixth Street
Georgetown, Colorado 80444

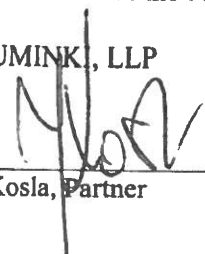
RE: Letter of Authorization
Application for Rezoning of 1600 Argentine Street
Applicant: Synergy Building Solutions & Logistics LLC

To Whom It May Concern:

Mumuminki, LLP, as the owner of that parcel of real property generally known as 1600 Argentine Street, Georgetown, Colorado, which property is legally described on the attached Exhibit "A" (the "Property"), hereby authorizes Synergy Building Solutions & Logistics LLC to act as an agent on our behalf for the purpose of creating, filing and/or managing an application to the City of Georgetown to rezone the Property to allow permanent housing.

The undersigned hereby certifies to being the fee owner of the Property.

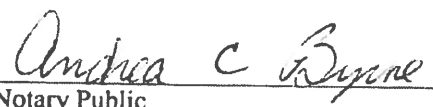
MUMUMINKI, LLP



Jacek Kosla, Partner

State of Colorado)
)
County of Lake)

The foregoing instrument was acknowledged before me this 9th day of August, 2022,
by Jacek Kosla, as Partner of Mumuminki, LLP.



Notary Public

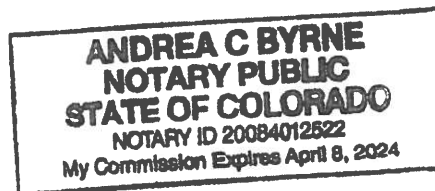


Exhibit A to Letter of Authorization

Legal Description of 1600 Argentine Street, Georgetown, Colorado

LOTS 1 THROUGH 6 AND LOTS 15 THROUGH 20, BLOCK 64, EXCEPT THE SOUTH 20.00 FEET OF SAID LOT 6 AND THE SOUTH 20.00 FEET OF SAID LOT 15;

LOTS 1 THROUGH 6, BLOCK 71;

LOTS 13 THROUGH 16, BLOCK 76;

TOGETHER WITH VACATED 16TH STREET, 17TH STREET AND CLARK STREET; EXCEPT ANY PARTS OF SAID LOTS IN THE RIGHT OF WAY OWNED BY THE STATE OR COUNTY FOR HIGHWAY PURPOSES,

GEORGETOWN, COUNTY OF CLEAR CREEK, STATE OF COLORADO

WARRANTY DEED

State Documentary Fee
Date 4-30-07
\$ 205.00

THIS DEED made on this 25th day of April, 2007.

MNR Hotel Group, Inc., a Colorado corporation, Grantor,

and

MUMUMINKI, a Colorado general partnership, Grantee

whose legal address is: 2016 N. Poplar, Leadville, CO 80461

WITNESS, that the Grantor for the consideration of the sum of Two Million Fifty Thousand and no/100 (\$2,050,000.00) Dollars,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Clear Creek, State of Colorado, described as follows:

Lots 1 through 6 and 15 through 20, Block 64, Except The South 20 feet of Lot 6
and The South 20 feet of Lot 15;

Lots 1 through 6, Block 71;

Lots 13 through 16, Block 76;

Together with vacated 16th Street, 17th Street and Clark Street;

Except any parts of said Lots in the right of way owned by the State or County for
highway purposes,

Town of Georgetown

also known as street number: 1600 Argentine St., Georgetown, Colorado

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profit thereof; and all the estate, right, title interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with the Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, EXCEPT

3. Terms, conditions, provisions, agreements, obligations and easements specified under the Cable Television Bulk Billing Agreement (Hotel/Motel) by and between United CATV, Inc. dba TCI Cablevision of the Rockies, Inc., a Maryland corporation and Trisimo Motel Development Partnership dba Georgetown Super 8 Motel, a South Dakota partnership recorded September 18, 1998 in Book 570 at Page 973, Reception No. 190914.

4. Survey No. 05067, dated 10/07/2005, prepared by Contract Surveyors, Inc. discloses the following matters:

- a. Encroachment of fence along the west property line.
- b. Encroachment of two light poles and business sign in the right of way easement, reserved in Book 329 at Page 133, along the west property line.
- c. Electric line lying partially outside recorded easement area along the west side of the property.
- d. Encroachment of fence along the east property line into the right of way of Argentine Street.
- e. Encroachment of landscaping areas into right of way of Argentine Street.
- f. Encroachment of business sign into right of way of Argentine Street.
- g. Encroachment of asphalt access drive into right of way of Argentine Street.

5. Any loss or damage arising from the fact that the fence line on or near the west boundary line of the property do not coincide with the exact boundary line of the property.

6. Any loss or damage arising from the fact that the public and adjoining property owner are using the gravel parking and driveway areas on the south end of the property.



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABZ70745952-6**

Date: **08/30/2022**

Property Address: **1600 ARGENTINE STREET, GEORGETOWN, CO 80444**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Taylor Nelson
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6228 (Work)
(303) 393-3877 (Work Fax)
tnelson@ltgc.com
Contact License: CO496541
Company License: CO44565

Closer's Assistant

Ali Noack
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6243 (Work)
(303) 393-3998 (Work Fax)
anoack@ltgc.com
Company License: CO44565

For Title Assistance

Kim Zimmerman
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(720) 406-2083 (Work)
kzimmerman@ltgc.com

SYNERGY BUILDING SOLUTIONS & LOGISTICS LLC
Attention: JACK ARBESS
1200 17TH STREET, SUITE 750
DENVER, CO 80202
(303) 521-5585 (Work)
jda@synergybuildingsolutions.com
Delivered via: Electronic Mail

REID PHILLIPS
reid.f.phillips@gmail.com
Delivered via: Electronic Mail

PETER ROTELLE
protelle@rotelle.com
Delivered via: Electronic Mail

EISNER, LLP
Attention: JASON VAN MEETREN
9601 WILSHIRE BLVD. 7TH FLOOR
BEVERLY HILLS, CA 90210
jvanmeetren@eisnerlaw.com
mmiles@eisnerlaw.com
SCobb@eisnerlaw.com
Delivered via: Electronic Mail

MUMUMINKI LLP
Attention: JACEK KOSLA
2019 N POPLAR STREET
LEADVILLE, CO 80461
pomurnik@yahoo.com
Delivered via: Electronic Mail

SPIERER WOODWARD CORBALIS & GOLDBERG
Attention: SETH MURPHY
5050 S SYRACUSE ST SUITE 900
DENVER, CO 80237
(303) 792-3456 (Work)
(303) 792-9092 (Work Fax)
seth.murphy@practicallawyer.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABZ70745952-6**

Date: **08/30/2022**

Property Address: **1600 ARGENTINE STREET, GEORGETOWN, CO 80444**

Parties: **SYNERGY BUILDING SOLUTIONS & LOGISTICS LLC, A COLORADO LIMITED LIABILITY COMPANY**
MUMUMINKI LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP, AS SUCCESSOR BY CONVERSION TO MUMUMINKI, A COLORADO GENERAL PARTNERSHIP

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 06-17-06	\$7,052.00
Deletion of Standard Exception(s)	\$100.00
Endorsement ALTA 3.1	\$1,500.00
Endorsement 8.2 - 06	\$100.00
Endorsement ALTA 9.2-06	\$1,410.00
Endorsement ALTA 9.9-06	\$1,410.00
Endorsement ALTA 17-06	\$500.00
Endorsement ALTA 18-06	\$100.00
Endorsement ALTA 22.1-06	\$100.00
Endorsement ALTA 25-06	\$705.00
Endorsement ALTA 26	\$1,410.00
Endorsement ALTA 28-06 B-2# 9,10,11,12,13 - pending survey review	\$705.00
Endorsement ALTA 28.1 (pending survey review)	\$705.00
Endorsement ALTA 35.1-06	\$705.00
Endorsement ALTA 39-06	\$0.00
Endorsement ALTA 41.1-06	\$705.00
Endorsement Arbitration Deletion-06	\$100.00
Endorsement Patent-06	\$100.00
Tax Certificate	\$26.00
Total \$17,433.00	
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABZ70745952-6

Property Address:

1600 ARGENTINE STREET, GEORGETOWN, CO 80444

1. Effective Date:

08/26/2022 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

\$3,564,000.00

Proposed Insured:

SYNERGY BUILDING SOLUTIONS & LOGISTICS LLC, A
COLORADO LIMITED LIABILITY COMPANY

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

MUMUMINKI LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP, AS SUCCESSOR BY CONVERSION TO
MUMUMINKI, A COLORADO GENERAL PARTNERSHIP

5. The Land referred to in this Commitment is described as follows:

LOTS 1 THROUGH 6 AND LOTS 15 THROUGH 20, BLOCK 64, EXCEPT THE SOUTH 20.00 FEET OF SAID
LOT 6 AND THE SOUTH 20.00 FEET OF SAID LOT 15;

LOTS 1 THROUGH 6, BLOCK 71;

LOTS 13 THROUGH 16, BLOCK 76;

TOGETHER WITH VACATED 16TH STREET, 17TH STREET AND CLARK STREET;
EXCEPT ANY PARTS OF SAID LOTS IN THE RIGHT OF WAY OWNED BY THE STATE OR COUNTY FOR
HIGHWAY PURPOSES,
GEORGETOWN, COUNTY OF CLEAR CREEK, STATE OF COLORADO

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABZ70745952-6

All of the following Requirements must be met:

8. (A) PROVIDE A CERTIFIED RENT ROLL FOR SUBJECT PROPERTY, OR, IN THE ALTERNATIVE, PROVIDE CONFIRMATION ON SELLER'S FINAL AFFIDAVIT THAT THERE ARE NO EXISTING LEASES OR TENANCIES ON SUBJECT PROPERTY.

(B) PROVIDE CONFIRMATION ON SELLER'S FINAL AFFIDAVIT THAT THERE ARE NO RIGHTS OF FIRST REFUSAL OR OPTIONS TO PURCHASE ALL OR SOME OF THE LAND.

NOTE: SAID REQUIREMENT IS NECESSARY TO EITHER MODIFY OR DELETE EXCEPTION NO. 8 AND TO ISSUE THE ALTA 9.9-06.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.
THE EXCLUSIONS FROM COVERAGE ON THE OWNER'S POLICY JACKET WILL APPLY.

C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2021 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.

E. ITEMS 7(A) AND (B) OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABZ70745952-6

A. UTILITY POLES AND HOTEL SIGNAGE ARE LOCATED WITHIN THE EMERGENCY VEHICLE EASEMENT.

B. FENCES, HOTEL SIGNAGE AND ASPHALT DRIVE EXTEND INTO THE ARGENTINE ST. RIGHT OF WAY.

C. FENCES ARE NOT COINCIDENT WITH THE WESTERLY BOUNDARY LINES.

D. TOWER ON LOBBY BUILDING EXCEEDS 35' BUILDING HEIGHT RESTRICTION BY 1.5 FEET.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Commitment For Title Insurance

Issued by Old Republic National 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Minnesota 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 Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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, 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; and
- (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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.



Clear Creek Treasurer Receipt of Tax Payment

Account	Parcel Number	Receipt Date	Receipt Number
R009457	195908301203	Jun 14, 2022	2022-06-14-1-7201

MUMUMINKI A COLORADO GENERAL PARTNERSHIP
PO BOX 308
GEORGETOWN, CO 80444-0308

Situs Address
1600 ARGENTINE ST

Payor
MUMUMINKI A COLORADO GENERAL
PARTNERSHIP
PO BOX 308
GEORGETOWN, CO 80444-0308

Legal Description

Subdivision: GEORGETOWN Block: 64 Lot: 1 THRU:- Lot: 5 - & L14-20 & PT OF LOTS 6 & 15 & B71
- L1-6 & B76 L13-16 & AD VAC 16TH
17TH
& CLARK ST & IMP

507/381 STR ROW #217367 658/896-898, STMT OF AUTHOR 772/670, ALTA/ACSM SURV #236675 745/193

Property Code	Actual	Assessed	Year	Area	Mill Levy
RESIDENTIAL LAND - 1112	46,900	3,350	2021	020	75.529
SINGLE FAM.RES-IMPROVEMTS - 1212	168,520	12,050	2021	020	75.529
LODGING-LAND - 2115	422,100	122,410	2021	020	75.529
LODGING-IMPROVEMENTS - 2215	1,516,690	439,840	2021	020	75.529

Payments Received

Check	\$21,814.66
Check # 4562	

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2021	Tax	\$43,629.32	\$21,814.66	\$21,814.66	\$0.00
				\$21,814.66	\$0.00
				Balance Due as of Jun 14, 2022	\$0.00



Clear Creek Treasurer Receipt of Tax Payment

Account	Parcel Number	Receipt Date	Effective Date	Receipt Number
R009457	195908301203	Feb 28, 2022	Feb 25, 2022	2022-02-25-1-2529

MUMUMINKI A COLORADO GENERAL PARTNERSHIP
PO BOX 308
GEORGETOWN, CO 80444-0308

Situs Address
1600 ARGENTINE ST

Payor
MUMUMINKI A COLORADO GENERAL
PARTNERSHIP
PO BOX 308
GEORGETOWN, CO 80444-0308

Legal Description

Subdivision: GEORGETOWN Block: 64 Lot: 1 THRU:- Lot: 5 - & L14-20 & PT OF LOTS 6 & 15 & B71
- L1-6 & B76 L13-16 & AD VAC 16TH
17TH
& CLARK ST & IMP

507/381 STR ROW #217367 658/896-898, STMT OF AUTHOR 772/670, ALTA/ACSM SURV #236675 745/193

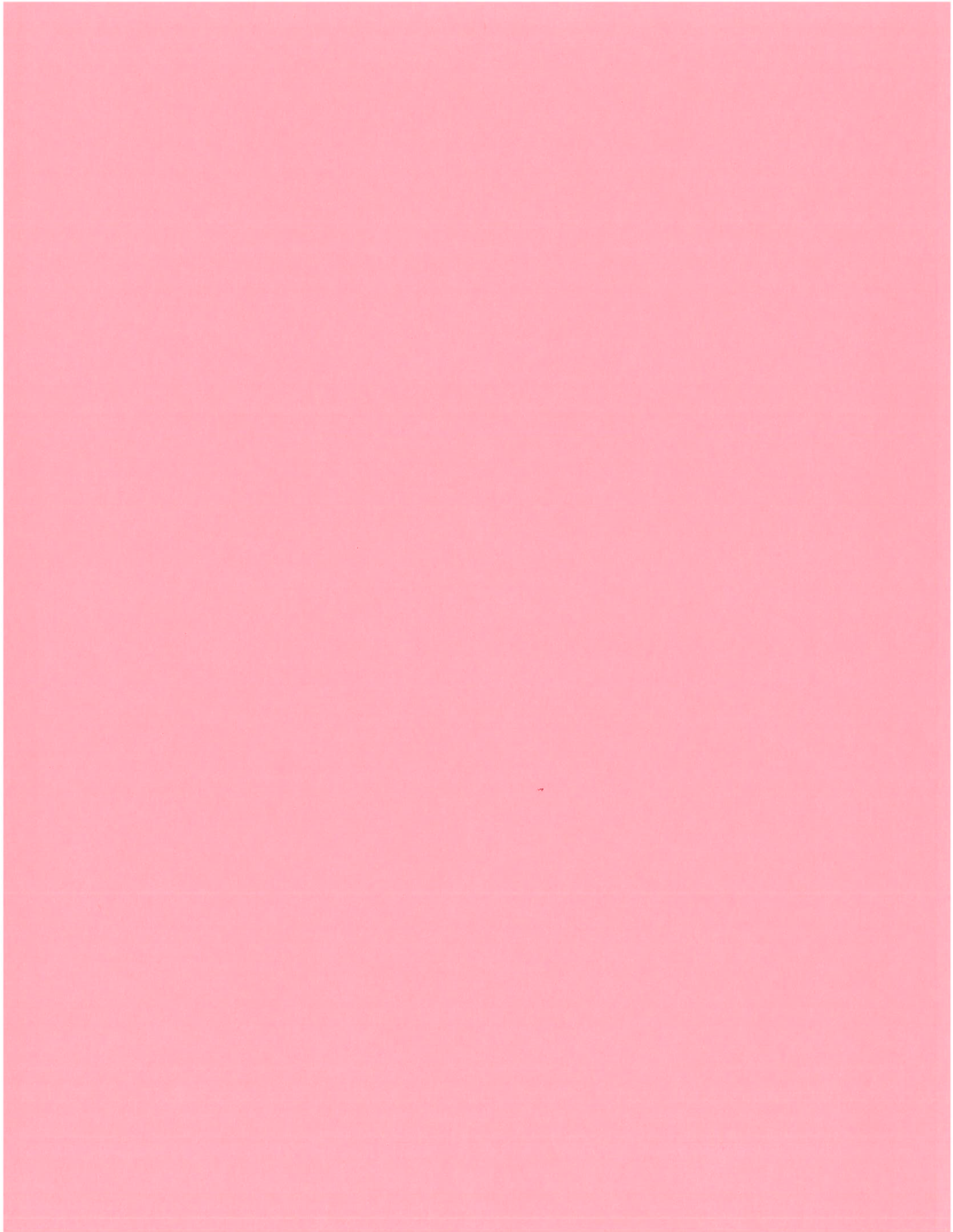
Property Code	Actual	Assessed	Year	Area	Mill Levy
RESIDENTIAL LAND - 1112	46,900	3,350	2021	020	75.529
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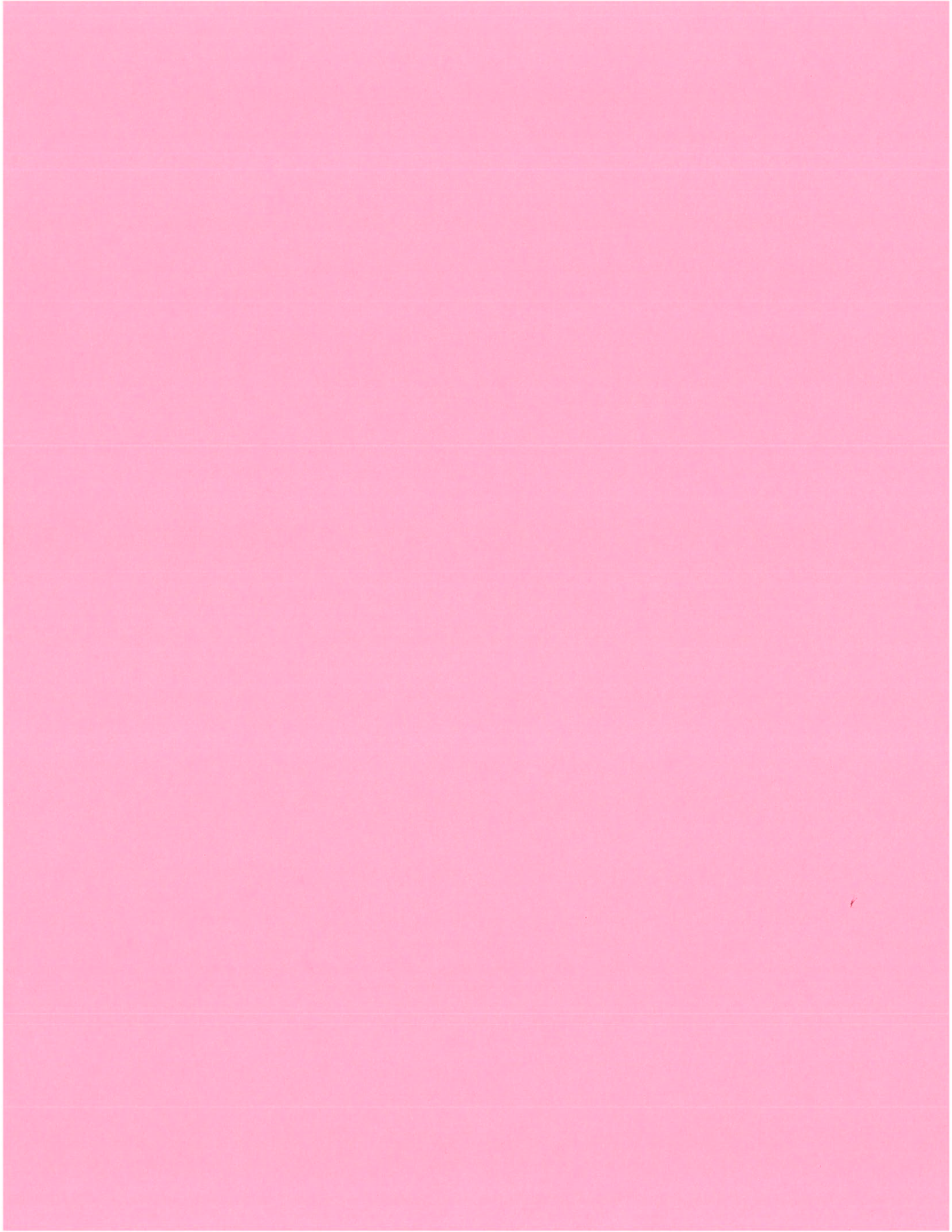
Payments Received

Check Multi-Account Payment
Check # 4586

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2021	Tax	\$43,629.32	\$0.00	\$21,814.66	\$21,814.66
				\$21,814.66	\$21,814.66
		Balance Due as of Feb 25, 2022			\$21,814.66





Memorandum

To: Hotel / Motel owners in Georgetown

From: Rick Keuroglian, Town Administrator, Gerald Dahl, Town Attorney

Re: Regulation of Long Term Stay in Hotels

Date: November 4, 2022

The Board of Selectmen is asking the Georgetown community, including hotel owners and residents, to comment on these concepts, whether the Town should permit long term hotel stays, and if so under what conditions. The Board will consider the feedback received in determining what actions to take after the public hearing that will be held on Wednesday, November 16, 2022. Please attend the meeting or submit written comments to Town Hall.

This issue has been raised by the Planning Commission, and the Board of Selectmen has asked that it be summarized so as to obtain comments from the hotel community in the Town. The purpose of this memorandum is to describe the issue, potential requirements the Board of Selectmen might impose and to obtain feedback from the hotel community on those ideas.

Issue:

Guest stays in hotels typically last no more than 30 days, and normally much shorter times. This is consistent with the common understanding of hotel stays as for transient occupancy, not permanent residence as a living unit. However, as the cost of permanent residential housing, both rental and for sale, has increased, cities in Colorado have seen a rise in the use of hotel and motel stays to serve as residential living situations, extending for much more than 30 days. Hotel and motel rooms are not generally designed for residential occupancy, and the Town has a right to prohibit this use, or if permitted, to ensure that when this takes place the facilities and amenities are appropriate for residential purposes.

Extended residential occupancy of hotel rooms has led to a number of public concerns, including:

- Multiple persons living in a single room, above the safe or sanitary capacity of the room and without the hotel owner's knowledge.
- Cooking taking place in the rooms, via the use of hot plates or equipment not designed for safe operation in a single hotel room.
- Building and fire code violations,
- The keeping of pets and personal possessions in the room beyond its intended design, and the storage of items in hallways and on balconies.
- The lack of laundry facilities at the establishment.
- Because of the long-term use of the room for residential occupancy, an increase in law enforcement calls for a wide range of issues, including domestic violence, drugs, and disturbances.

Potential Town Regulations:

Cities across Colorado have responded to these concerns in a number of ways, including completely prohibiting hotel and motel stays of longer than 29 days. The Board of Selectmen is considering its options to deal with the public health and safety concerns raised by the long term residential occupancy of hotels and motels in the Town. Among the available options, upon which the Board of Selectmen is soliciting comment, are the following:

- As noted, simply prohibiting hotel and motel stays of longer than 29 days.
- Requiring licensing of hotels, whether or not the hotel offers long term (longer than 29 day) stays, to ensure minimum standards. The licensing process would include collecting basic information on the ownership of the hotel, the keeping of records on length of stay, the ability to require inspections of facilities, and potential revocation of the license for violations.
- For hotels not wishing to allow long term stays, license requirements to preclude long term stays from taking place, including:
 - Occupancy limits on number of persons per room.
 - No cooking or cooking devices permitted in the room
 - No personal possessions to be kept outside the room.
 - A limit on pets in the room and requiring them to be kept in a kennel when the occupant is not present.
 - Regular inspections required to confirm compliance.
- For hotels wishing to offer long term stays, additional requirements:
 - Requiring the hotel apply for and receive a “long-term stay addendum” to its license, which would require the hotel to apply for and receive that addendum before permitting long term stays.
 - The long term addendum application would be reviewed by the Town and could be granted, granted with conditions, or denied, similar to the process used for review of special use permits. If granted, the addendum would be subject to regular review and renewal, non-renewal or revocation.
 - A minimum square foot requirement for configuration of the rooms so as to enlarge the area to allow both kitchen and sleeping facilities – likely at a minimum doubling the size of the individual rentable suite for long term occupancy.
 - Cooking facilities provided in the extended stay suites, compliant with building and fire codes for “residential occupancy,” not simply “hotel occupancy.”
 - Required record keeping by the hotel to document which rooms are used for short term stay and which for long term.
 - Overall limits on the duration of the long-term stay itself.

Proposed Ordinance For Hotel/Motel Longer Stays

Intent

To ensure the safety conditions, sanitary needs and appearance of hotel/motel properties are maintained in longer guest stays than the typical transient or tourist related clients.

Employee Housing

This use can be permissible with the following minimum conditions:

1. The unit must cooking and laundry facilities that meet code requirements or have cooking and laundry facilities available to them in close proximity for their use.
2. Employee housing units must maintain the same" look and feel" of the other units so as to not detract from the primary use of the property as a hotel or motel. Examples of this would be no cooking plates, excessive storage of personal belongings or permanent chairs, charcoal grills, etc. outside the room.
3. The room must be clean, uncluttered and kept in a sanitary condition in line with health and safety requirements.

Transient and Family Stays lasting from 7 to 28 days in length

Stays of this length are permissible under the following minimum conditions:

1. Occupancy limit shall not exceed square foot requirements set out by building or fire codes.
2. All occupants of the unit shall be registered with the front desk to verify who is allowed in those units so as not to exceed occupancy requirements.
3. No cooking/cooking plates/crock pots, etc. allowed. No portable electric fireplaces or other items that require high, long term electrical demands are permissible. No charcoal/gas grills allowed inside or outside of the unit.
4. No personal possessions such as, but not limited to, chairs, awnings or coolers or laundry outside of the unit.
5. A maximum of 2 pets may be in the unit and must be attended at all times unless placed in a kennel. They also must be kept under control (no barking, jumping on other guests, etc.) at all times.
6. The room must be inspected 2 times a week by staff and fully cleaned a minimum of once per week.
7. Windows and doors in rooms must remain fully functional and accessible at all times. No alterations to the room or partitions in the room are allowed.
8. Stays of this nature must check out after 28 days and shall not be re-admitted to the property for a minimum of one month.

Seasonal Worker Stays

Worker housing of this extended type are permissible with the following conditions:

1. Rentals must be done week to week and not monthly.
2. A maximum of 2 people can occupy room.
3. All occupants must be registered with the front desk to verify who is allowed in the room so as not to exceed occupancy requirements.
4. No cooking/cooking plates/crock pots, etc. allowed. No portable electric fireplaces or other items that require high, long term electrical demands are permissible. No charcoal/gas grills allowed inside or outside of the unit.
5. No personal possessions such as, but not limited to, chairs, awnings or coolers or laundry outside of the unit.
6. No pets are allowed in seasonal worker rooms.
7. The room must be inspected 2 times a week by staff and fully cleaned a minimum of once per week.
8. Windows and doors in rooms must remain fully functional and accessible at all times. No alterations to the room or partitions in the room are allowed.
9. Worker vehicle parking cannot impair overall parking, access and fire code requirements for the property. Parking must not restrict fire lanes or accesses.

Additional Requirements Pertaining to this Code

1. The maximum overall occupancy in total for these longer transient, family or seasonal worker stays cannot exceed 40% of the available rental rooms on the property.
2. The overall "look and feel" of the property must remain unchanged from the original permitted use as a hotel or motel.

a group of not more than three (3) unrelated individuals, or a family, on a temporary basis, usually not exceeding ninety (90) days of continuous occupancy, and where no kitchen or other cooking facilities are provided.

Lot means a defined single unit of land created under the Town or County subdivision regulatory process as reflected on a duly approved plat recorded in the office of the Clear Creek County Clerk and Recorder; or if created and recorded prior to the adoption by the Town or County of subdivision regulations, a single unit of land designated by a separate and distinct number or letter on a plat recorded in the office of the Clear Creek County Clerk and Recorder; or a single unit of land created and designated by number or letter on the original townsite or a townsite addition map for the Town, or on any annexation map or plat duly approved by the Town and recorded in the records of the Clear Creek County Clerk and Recorder; or if created other than by the Town or County subdivision process and not designated and identified on a recorded plat duly executed by the Town or County, a unit of land held under separate ownership and abutting upon at least one (1) public street or right-of-way.

Lot area means the total horizontal area within the lot lines of a lot.

Lot line, front means the property line closest to and normally dividing a lot or other unit of land from the street or street right-of-way upon which the lot or land abuts, and which street or street right-of-way is used and referenced in assigning a street number or address for the subject lot or land.

Lot line, rear means the lot line opposite the front lot line, or in the case of an irregularly shaped lot, that lot line which is deter-

mined by the Town from the lot's orientation and any existing structures to be the rear lot line.

Lot line, side means the lot lines defining a lot other than the front and rear lot lines.

Lot width means the distance between the side lot lines measured on a horizontal plane along the front yard setback line or building line, whichever is longer.

Market garden means an area of land, building or structure used to grow and harvest food crops, including herbs, vegetables, soft fruit and salad, and nonfood ornamental crops, including flowers, that are sold for profit. A *market garden* shall not include any land, building or structure used to grow or harvest medical marijuana, illegal plants or illegal fungi.

Market garden, retail means a market garden that sells crops to the ultimate consumer for direct consumption or use and not for resale.

Market garden, wholesale means a market garden that sells crops to others for resale and not for direct consumption.

Maximum extent feasible means that no feasible and prudent alternative exists, and all possible efforts to comply with the regulation or minimize potential harm or adverse impacts have been undertaken.

Membership club means an association of persons, whether incorporated or unincorporated, for some common purpose; but not including groups organized primarily to render a service carried on as a business.

Minor public utility installation means utility facilities that are necessary to support legally established uses and involve only minor structures, such as electrical distribution lines and underground water and sewer lines.

of the ground within the building setbacks of a lot or parcel after construction or development activity.

Ground subsidence means a process characterized by the downward displacement of surface material caused by natural phenomena, such as the removal of underground fluids, natural consolidation or dissolution of underground minerals, or by man-made phenomena such as underground mining.

Height, building means the distance measured on a vertical plane from the average historic grade, or from the post-construction grade at the perimeter walls of a building or structure, whichever is lower, to: (1) the highest point of the coping of a flat roof, or (2) the highest point along the ridge or deck line of a mansard roof, or (3) to the mid-point of the highest gable of a pitched, shed or hipped roof measured from the highest associated eave. Chimneys, antennae, flag poles, bell towers, spires, steeples, vents or other roof or building appurtenances extending from the surface of a roof shall not be measured in calculating building height; however, such appurtenances shall not extend more than ten (10) feet above the building height absent a duly approved variance, except for mechanical equipment, which may not extend more than five (5) feet above the building height.

Hotel means an establishment that provides temporary lodging in guest rooms and in which meals, entertainment and various personal services for the public may or may not be provided.

Hydric soil means soil that, in its undrained condition, is saturated, flooded or ponded long enough during a growing season to develop an anaerobic condition that supports the growth or regeneration of hydrophytic vegetation.

Immediate regional flood means a type of flood, including the water surface elevation and territorial occupation thereof, which can be expected to occur at any time in a given area based upon recorded historical precipitation and other valid data, but with an average statistical chance of one percent (1%) of being equaled or exceeded during any one (1) year. The term is used interchangeably with a *one-percent flood* or *one-hundred-year flood*.

Junkyard means a yard open to air and used for the sale, storage or display of odd pieces of metal, glass, paper or other material, which may or may not be partly or wholly assembled into useful objects, motor vehicles or machinery.

Landscaped area means land set apart for the planting of grass, shrubs, trees, ground cover or similar living plants. Such land must include trees and may be used in an arcade, plaza or pedestrian area, and may include fences, walls, walkways, benches, pools, sculpture or other accessory structures as a part thereof.

Landscaping means any combination of living plants, such as trees, shrubs, grasses or other vegetative ground cover, and may include walkways, benches, sculpture, pools, fountains, fences and similar amenities.

Landslide means a falling, slipping or flowing of a mass of land from a higher to a lower level.

Light source means and includes neon, fluorescent or similar tube lighting, the incandescent bulb (including the light-producing elements therein), and any reflecting surface which, by reason of its construction and/or placement, becomes in effect a light source.

Lodging unit means a room or rooms intended for occupancy by an individual or