

RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, APPROVING A PRE-APPLICATION AGREEMENT WITH HABITAT FOR HUMANITY REGARDING THE HABITAT FOR HUMANITY/RE-1 SCHOOL DISTRICT HOUSING PROPOSAL ON THE BASALT HIGH SCHOOL PROPERTY

**Town of Basalt, Colorado
Resolution No. 40
Series of 2016**

RECITALS

Whereas, Habitat for Humanity and the RE-1 School District are working on a potential project to construct approximately 27 affordable housing units on the southern portion of the Basalt High School Property.

Whereas, the Town is willing to consider an application for affordable housing south of Basalt High School on the Basalt High School Property.

Whereas, the Town is willing to consider amending the Town's Urban Growth Boundary to development on the southern portion of the Basalt High School Property.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BASALT, COLORADO:

Section 1. The Town Council approves a Pre-Application Agreement with Habitat for Humanity related to the Habitat for Humanity Basalt High School Affordable Housing Development Application. The Pre-Application Agreement attached hereto as **Exhibit A** is hereby approved.

Section 2. The Town Council directs Staff to prepare a schedule that outlines the process of converting the attached Pre-Application Agreement into a Final Development Agreement.

RESOLUTION NO. 40, SERIES OF 2016, IS HEREBY ADOPTED by a vote of 7 to 0, this 27th day of September, 2016.

TOWN OF BASALT, COLORADO

by



Jacqué R. Whitsitt, Mayor

ATTEST:



Pamela K Schilling, Town Clerk

Please return to:
TOWN OF BASALT
101 Midland Avenue
Basalt, CO 81621

PRE-APPLICATION AGREEMENT
Town of Basalt and Habitat for Humanity for the Basalt High School
Affordable Housing Project

THIS PRE-DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the 7 day of OCT., 2016 (the "Effective Date"), between the Town of Basalt, Colorado, a Town of the State of Colorado (the "Town"), and Habitat for Humanity, (the "Developer") (the Town and Developer are hereby collectively referred to as the "Parties").

RECITALS

- A. The Parties desire to enter into this Pre-Application Agreement in order to set forth matters that need to be included in any Final Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Town and the Developer agree as follows:

1. **DEVELOPER OF RECORD.** The Town acknowledges that there are risks and costs of preliminary planning activities and other requirements associated with the preparation for a Project Plan for the Town and the Developer. The Town acknowledges that Habitat for Humanity intends to submit an application on behalf of the Roaring Fork School District ("Owner") for the project described in the application.
2. **BASIC TERMS OF FINAL DEVELOPMENT AGREEMENT.** The Parties agree that a Final Development Agreement, satisfactory to both Parties and the Property Owner in their sole absolute discretion, is required to proceed with development of the final amended project described in the application. The specific terms of such Final Development Agreement must be negotiated between the Parties. It is presently believed that such terms must necessarily address, at a minimum, the following matters, to-wit:
 - A. The Developer is proposing the Basalt High School Affordable Housing Application ("Application") and the Developer has permission from the owners of property included in the Application to seek the necessary development approvals. The Property is

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generally bordered by the Grace-Shehi Meadows Open Space on the west side and the Rio Grande Trail on the north.

- B. The Developer is interested in obtaining the necessary development approvals to construct approximately 27 affordable housing units on the Basalt High School Property and wishes to define the general land-use application and submittal requirements prior to proceeding towards development review approvals and agreements.
- C. The Parties shall agree on a land-use application submittal and review process by which the Project will be undertaken and completed. It is anticipated that the process will include the following:
 - a. Rezoning to either the R-4 or R-4 MD for the portion of the proposed affordable housing development
 - b. Potential subdivision of the property to subdivide the development property from the Basalt High School Property and allow further subdivision of units
 - c. Site Plan and Special Review Approval for Multi-Family Housing
 - d. Amendments the existing Basalt High School Annexation Agreement and Water Service Agreement
 - e. Amendments to the Town's Urban Growth Boundary to incorporate the Basalt High School Property
- D. The Parties shall agree on the plans and specifications of the infrastructure that will serve the development.
- E. The Parties agree to examine whether it is feasible to relocate the Fiou House or a build a new recreation facility in the Project.

3. OBLIGATION OF THE PARTIES TO PROCEED.

The obligations of the Parties to proceed beyond this Pre-Application Agreement are dependent upon the Parties entering into a Final Development Agreement. Nothing contained herein shall (i) obligate the Town to create or approve the Development (ii) obligate the Town to create or approve a development plan for the Project Area, (iii) obligate either party to enter into a Final Development Agreement, or (iv) obligate either party to enter into property exchanges or other agreements anticipated by the Developer's request.

4. **MISCELLANEOUS.**

- A. Financial liability. The Town shall not be liable for any expenses or private debt associated with or incurred by the development or marketing of, or future management of the facility(ies).
 - B. Development Review Costs. If the Developer proceeds with the Application, the Developer will proceed with the land use applications noted above and be liable to pay all applicable application fees, including Reimbursement Fees as provided for in the Basalt Municipal Code.
 - C. Financial Investment Costs. Developer agrees to reimburse for any financial analysis of the development project deemed advisable by the Town Manager. Developer agrees to pay \$2,500 for a financial capability report if determined necessary by the Town Manager. Any amount over \$2,500 that relates to additional financial analysis regarding the capability and public/private partnerships will require written approval by the Developer.
 - D. Assignability. Neither party shall assign this Agreement without the written consent of the other party.
 - E. Amendments. This Agreement may be supplemented or amended only by written instrument executed by the Parties.
 - F. Applicable Law. The interpretation, enforcement or any other matters relative to this Agreement shall be construed and determined in accordance with the laws of the State of Colorado. The Parties agree that the sole and exclusive jurisdiction and venue for any disputes arising hereunder shall be in any trial court located in Pitkin County, Colorado to the extent that any of the terms of this agreement may be binding.
 - G. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon the Parties.
 - H. Non-liability of Town Officials and Employees. No member of the Town Council, official, employee, or agent of the Town shall be personally liable to Developer, or any successor in the interest to Developer, pursuant to the provisions of this Agreement, nor for any default or breach of the Agreement by the Town.
 - I. Not A Partnership. The provisions of the Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship among the Parties.
5. Term and Termination. This agreement shall remain in effect until December 31, 2017. However, any party may terminate with or without cause, upon sixty (60) days prior written notice. In the event of termination, Parties shall be responsible for fulfilling all obligations through the date of termination.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

Town of Basalt, Colorado

By: 

Jacques R. Whitsitt, Mayor

Developer

By: 

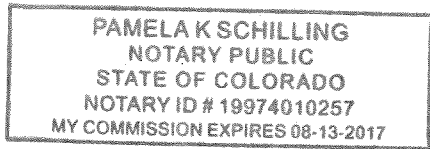
Scott Gilbert, Habitat for Humanity

STATE OF Colorado)
) ss.
COUNTY OF Eagle)

I, Pamela K Schilling, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Jacques R. Whitsitt, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Mayor of the Town of Basalt, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of Nov, 2016.

My Commission Expires: 08-13-2017



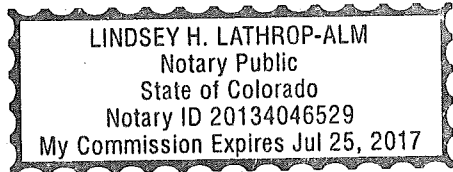
Pamela K Schilling
Notary Public

STATE OF Colorado)
) ss.
COUNTY OF EAGLE

I, LINDSEY H. LATHROP-ALM, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT SCOTT GILBERT, HABITAT FOR HUMANITY personally known to me to be the same person whose name is subscribed to the foregoing instrument as the PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7 day of OCT, 2016.

My Commission Expires: JULY 25, 2017



Notary Public L. Alm