

STAFF REPORT

TO: Board of County Commissioners

FROM: Jason Dietz, Housing Director

FOR: Dillon Valley Vistas Remainder Lot

SUBJECT: Memorandum of Understanding with Summit Habitat for Humanity

Background:

On October 3, 2012, the County purchased 3 lots located at 0019 Straight Creek Drive (Lots 0 and 1, Block 1, and Lot 1, Block 2, Dillon Valley Subdivision #1), previously owned and occupied by Our Lady of Peace Catholic Church. The property was and is intended to be utilized for workforce housing and the purchase was made with funds dedicated to the development of affordable workforce housing within the community. The Dillon Valley Vistas Planned Unit Development (PUD) currently under construction only includes Lot 0 and Lot 1, Block 1 and will provide twelve (12) new deed restricted units to the workforce housing inventory. The remaining lot, Lot 1, Block 2, is currently zoned for Single Family Residential and would make an ideal lot for a Habitat low income housing unit. Habitat is a non-profit organization dedicated to providing affordable housing to low-income families.

The County and Habitat have been in discussions for over a year about the County donating this lot to Habitat. This donation would provide a rare opportunity for Habitat to construct a low income, for sale home to a household within our local workforce. The purpose of the MOU is to memorialize the terms of the real estate transfer from the County to Habitat.

MOU Summary:

The County and Habitat agree to work together to provide one or more volunteer opportunities for County employees to work on the project.

Habitat and the County agree to work cooperatively on public information opportunities, including but not limited to newspaper articles and special events surrounding the construction and completion of the project.

The County will be responsible for the following:

- A. County will provide assistance to Habitat regarding the application and processing of the building permit for the Property. Such assistance will include the waiving of fees, where such waiver is discretionary or otherwise legally permitted.

- B. The County shall transfer ownership of the lot to Habitat within 45 days of the execution of this MOU.
- C. County will consider requests for other in-kind assistance that may be granted at the County's sole discretion in consideration of its other operational and financial obligations.
- D. Concurrently with the transfer of the Property, at Closing, the parties shall execute and record a deed restriction.
- E. If Habitat has not completed the Project by December 31, 2022, and if no extension has been agreed upon, the County shall have the right to purchase the Property back from Habitat. The Purchase Price may include the cost of actual improvements to the Property, excluding volunteer labor, but in no case shall it exceed the price the completed home could be sold for under the applicable deed restriction.

Habitat will be responsible for the following:

- A. Habitat will be responsible for creating and executing the Project plan. Design and construction of the Project shall be done according to Habitat's standard practices and procedures.
- B. Habitat will be responsible for the selection, negotiation, contracting with, and sale to potential and final buyers. The sale and mortgage process shall be performed in consultation with SCHA according to Habitat's standard practices and procedures.
- C. Habitat shall bear all costs of the Project, except for the contributions or value of the County's assistance, as provided for herein. Final responsibility for completion of the Project rests with Habitat.
- D. Habitat shall be responsible for securing and managing any sub-contractors, volunteer or otherwise, associated with the Project.
- E. Habitat shall complete the Project by December 31, 2022 ("Project Completion Date"), unless otherwise agreed to in writing. In the event an extension of time is needed, Habitat shall provide the County with adequate justification, in writing, of the need for such extension of time, and, upon approval by the County, the parties may enter into a written addendum to this Memorandum. Notwithstanding anything in the foregoing to the contrary, such extension will not be unreasonably withheld if legitimate cause exists for such a request.

Staff Recommendation:

Staff recommends approval of the Memorandum of Understanding with Summit Habitat for Humanity.

Attachments:

Exhibit A: MOU with Summit Habitat for Humanity