



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522
970.221.6775
970.221.6707
fcgov.com/purchasing

**REQUEST FOR PROPOSAL
8189 HORSETOOTH LAND BANK DEVELOPER**

The City of Fort Collins is requesting proposals from qualified firms to provide Affordable Housing Development and Construction Services.

As part of the City's commitment to Sustainable Purchasing, proposals submission via email is preferred. Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB and e-mailed to: purchasing@fcgov.com. If electing to submit hard copy proposals instead, seven (7) copies, will be received at the City of Fort Collins' Purchasing Division, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80524. **Proposals must be received before 3:00 p.m. (our clock), November 30, 2015 and referenced as Proposal No. 8189.** If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580. **Please note, additional time is required for bids mailed to the PO Box to be received at the Purchasing Office.**

The City encourages all Disadvantaged Business Enterprises (DBEs) to submit proposals in response to all requests for proposals. No individual or business will be discriminated against on the grounds of race, color, sex, or national origin. It is the City's policy to create a level playing field on which DBEs can compete fairly and to ensure nondiscrimination in the award and administration of all contracts.

Questions concerning the scope of the bid should be directed to Project Manager, Sue Beck-Ferkiss, at (970) 221-6753 or sbeckferkiss@fcgov.com.

Questions regarding bid submittal or process should be directed to Ed Bonnette, CPPB, CPM, Senior Buyer at (970) 416-2247 or ebonnette@fcgov.com.

All questions must be submitted in writing via email to Sue Beck-Ferkiss , with a copy to Ed Bonnette, no later than 5:00 PM our clock on November 18, 2015. Questions received after this deadline will not be answered.

A copy of the RFP may be obtained at www.rockymountainbidsystem.com.

The City of Fort Collins is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Proposals may not be marked 'Proprietary' in their entirety. All provisions of any contract resulting from this request for proposal will be public information.

New Vendors:

The City requires new vendors receiving awards from the City to fill out and submit an IRS form W-9 and to register for Direct Deposit (Electronic) payment. If needed, the W-9 form and the Vendor Direct Deposit Authorization Form can be found on the City's Purchasing website at www.fcgov.com/purchasing under Vendor Reference Documents.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Utilization of Award by Other Agencies: The City of Fort Collins reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Fort Collins in the current term or in any future terms.

Sustainability: Consulting firms/teams participating in the proposal are to provide an overview of the organization's philosophy and approach to Sustainability. In no more than two (2) pages please describe how your organization strives to be sustainable in the use of materials, equipment, vehicles, fuel, recycling, office practices, etc. The City of Fort Collins incorporates the Triple Bottom Line into our decision process by including economic (or financial), environmental, and social factors in our evaluation.

The selected Service Provider shall be expected to sign the City's standard Agreement **without revision** prior to commencing Services (see sample attached to this Proposal).

Sincerely,

Gerry S. Paul
Purchasing Director

RFP 8189 HORSETOOTH LAND BANK DEVELOPER

I. BACKGROUND:

The City of Fort Collins is issuing a Request for Proposals from qualified development teams to provide Affordable Housing Development and Construction Services. The City of Fort Collins is the owner of the property at 1506 W. Horsetooth Road, Fort Collins Colorado 80526. The property was purchased as part of the City's Land Bank program. The parcel is 8 acres. It is zoned low density mixed-use neighborhood (LMN). While density is limited in this zone, a density bonus is available for affordable housing. The City is seeking a development partner to convey this land to for the purpose of building affordable housing consistent with the terms of the Article XI of City Code – Land Banking (see Appendix A, attached. Also available are a 2014 appraisal of this parcel and the 2015 Land Bank Disposition Study on fcgov.com/socialsustainability).

The City will evaluate submitting development teams on the basis of interest level, qualifications and capacity to deliver a completed project. The City's intent is to identify a team that is qualified to engage in this project without involving teams in a laborious and expensive design process. After the evaluation process, the chosen development team will enter into an exclusive negotiating agreement with the City. A proposed format for the exclusive negotiating agreement is attached to this RFP. As part of the exclusive negotiating agreement the chosen team and the City will negotiate the terms and conditions under which the team will purchase and develop the property according to agreed upon plans and established requirements. Expectations will be further defined during the term of the negotiating agreement and the team will prepare a market analysis, provide a preliminary development plan or vision for the site, a conceptual design for the project and proposed financial arrangements. Pending successful negotiations with the City, the parties will enter into a purchase and sale agreement for the property, and the team will design and construct the components of the project in accordance with the agreed development objectives, Land Use Code provisions and other benchmarks. The ultimate outcome of this RFP process is a built affordable housing community on the 8 acre land bank parcel.

Potential funding options for the project include Colorado State Tax Credits, Low income Housing Tax Credits (LIHTC), Community Development Block Grant-Disaster Relief funds (CDBG-DR) and other potential grant sources. The development team would be responsible for applying for any of these funds. The development must comply with the City of Fort Collins' City Code including any zoning changes to the property, City Plan, and the 2015-2019 Affordable Housing Strategic Plan as well as applicable City, County and State affordable housing development criteria.

II. TASKS INCLUDE BUT ARE NOT LIMITED TO:

1. Reviewing all applicable land use documents and studies prepared for the Land Bank Program including but not limited to Fort Collins City Code, Fort Collins Land Use Code, and Fort Collins Land Bank Property Disposition Study;
2. Contacting and working cooperatively with Local, State and Federal governmental entities for housing-related issues for the City of Fort Collins;

3. Conducting appropriate public outreach utilizing innovative and cost-effective methods to generate and maximize public participation in the development of this parcel. During the schematic design process of the housing community, a series of design charrettes may be conducted by the team to allow City residents, stakeholders and interested parties an opportunity to provide input during the process;
4. Creating a healthy housing development using up to the maximum Area Median Income (AMI) percentages permissible for the Land Bank Program and maximizing density, if possible;
5. Providing a detailed project schedule highlighting the critical path and milestones;
6. Providing a cost analysis and identifying possible funding sources to develop each option considered;
7. Perform or supply all necessary products and services as needed with regards to funding applications, surveying, research, public outreach, analysis, design, geotechnical investigation, specification preparation, exhibits and sketches, environmental permitting, utility coordination, storm water modeling, right-of-way services, public process and other associated development work;
8. Prepare presentations materials as needed and present to the community at public meetings, commissions, City Council, and other stakeholders as requested, hold regular progress meetings, record and distribute meeting minutes; and
9. Keeping and providing a project file or binder with all relevant project documentation.
10. Team supervision: All due diligence work shall be performed under the direction and supervision of a Licensed Professional registered with the Colorado State Board of Registration (DORA).

III. PROJECT DELIVERABLES:

1. Upon selection by the City, the development team will design, build, lease or sell, and manage a residential community to be built on the Land Bank parcel.
2. The development must comply with the requirements of the Land Bank program.
3. The community must be solely residential.
4. The community must provide rental housing for households at or below fifty percent (50%) of AMI and/or homeownership housing for households at or below sixty percent (60%) of AMI. No market rate housing shall be included in this community.
5. Upon acquisition of the property, the team shall commence development of all housing within twenty-four (24) months of acquisition and shall obtain building permits for the construction of all housing units within forty-eight (48) months of acquisition of the

property. (The City Manager can approve extensions of these time frames upon a finding of “good faith and diligent efforts”).

6. The community must stay affordable in perpetuity.
7. Price for land: The parcel shall be sold at no more than ninety percent (90%) of its full fair market value as determined by the City. If possible, teams shall include in their proposal a sales price offer or range that will work for their community and is less than 90% of the fair market value. The City’s goal is not to take the highest offer, but the proceeds from the sale of this property will be used to purchase additional land bank property; so it is important to the City to maximize the return on its investment in the property, taking into consideration the development the City and the team eventually agree on.

IV. PROPOSAL SUBMISSION AND MINIMUM QUALIFICATIONS:

1. Methods and Approach: Describe your expected or recommended approach to addressing the Tasks and Project Deliverables described above. Describe the anticipated interaction with the City.
 - a. Sustainability: All qualified firm/teams participating in the submitted proposal are to explain in detail what their organization does in the way of a Sustainability Plan as a subset of this section. This is to include as a minimum what you do in the way of use of materials, equipment, vehicles, fuel, recycling, office practices, etc. as an organization that demonstrates leadership and that you “walk the talk” in regard to sustainable practices within your own organization, particularly in the building materials and construction practices you employ.
2. List of Project Personnel: Describe in detail the proposed team you are putting together in your proposal. Development team criteria: A team may be either a for-profit or non-profit entity. The team must be a proven development entity; must demonstrate professional affordable housing development experience; must have experience using Community Development Block Grant funds and Low Income Housing Tax Credits; must prove ability to undertake development projects of this size, type, complexity and uniqueness in process and scope; and must display ability to obtain sufficient financing. The team can either be an established design/build firm or a partnership between a developer, licensed architect and licensed contractor. Lead teams shall specialize in Affordable Housing Development and Construction. This list should include the identification of the contact person with primary responsibility for this contract, the personnel proposed for this contract, including any partners and/or subcontractors and their individual areas of responsibility. Please include a brief biography of the lead players, to include at least three references from previous similar projects (preferably involving Affordable Housing).
3. Availability: Describe who your local contact presence is, and where they are currently located. If the team does not have an existing office in Fort Collins, it must associate with a local planning or architecture firm that will maintain a local presence and office during

the length of any contract resulting from this RFP process. The team hired will be directed to conduct the following tasks in close coordination with City staff, appropriate board or commissions, and other partners. **AS PART OF YOUR PROPOSAL RESPONSE UNDER “AVAILABILITY”, PLEASE INDICATE YOUR AVAILABILITY FOR ON-SITE INTERVIEW IN FORT COLLINS, COLORADO ON DECEMBER 14, 2015 BETWEEN 8:00 A.M.-NOON IN THE EVENT YOU ARE INVITED FOR AN ORAL INTERVIEW ROUND.**

4. Team Capability: Describe your team’s capacity (manpower and financial) to handle this project in light of any other prior commitments your team may have. Give up to three examples of any previous experience you have with Affordable Housing projects.
5. Price for Land. What is the price you are prepared to pay the City for the land parcel? How did you arrive at this proposed price?

V. REVIEW AND ASSESSMENT

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review and assessment of the written proposals and any optional interview session. At the discretion of the City, interviews of the top rated firms may be conducted. The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
2.0	Scope of Proposal	Does the proposal address all elements of the RFP? Does the proposal show an understanding of the project objectives, methodology to be used and results/outcomes required by the project? Are there any exceptions to the specifications, Scope of Work, or agreement?
2.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills and qualifications? Are sufficient people of the requisite skills and qualifications assigned to the project?
1.0	Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
1.0	Sustainability/TBL Methodology	Does the firm demonstrate a commitment to Sustainability and incorporate Triple Bottom Line

		methodology in both their Scope of Work for the project, and their day-to-day business operating processes and procedures?
2.0	Proposed Price	Is the proposed price reasonable to the City? Is it adequate to contribute to the purchase of a new land bank parcel?

2.0	Team Capability	Does the proposed team have the resources, financial strength, capacity and support capabilities required to successfully complete the project on-time and in-budget? Has the team successfully completed previous projects of this type and scope?
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Reference Evaluation (Top Ranked Firm)

The Project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs? Did the Professional anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	If a study, did it meet the Scope of Work?

VI. VENDOR STATEMENT:

I have read and understand the specifications and requirements for this Request for Proposal and I agree to comply with such specifications and requirements. I further agree that the method of award is acceptable to my company. I also agree to negotiate in good faith with the City of Fort Collins in order to reach an Agreement within 30 days of notice of award. If contract is not completed and signed within 30 days, City reserves the right to cancel and award to the next highest rated firm.

FIRM NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ **PHONE:** _____

BIDDER'S NAME: _____

SIGNATURE: _____

PRIMARY SERVICES ISSUES CONTACT: _____

TELEPHONE: _____ **CELL:** _____

EMAIL: _____

COMMODITY CODES USED FOR THIS RFP:

918-63 Housing Consulting

Contract Process

- A. The selected team shall be expected to negotiate in good faith with the City of Fort Collins in order to reach an Agreement within thirty days of notice of award. A proposed format for the exclusive negotiating agreement is attached to this RFP as an example.
- B. The City reserves the right to award directly as a result of the written proposals. The City may or may not opt to conduct oral interviews.
- C. The City reserves the right to negotiate with any vendor as determined at the City's sole discretion. The City reserves the right to reject any or all proposals, and to waive any irregularities.

VII. SAMPLE AGREEMENT

EXCLUSIVE NEGOTIATING AGREEMENT FOR DEVELOPMENT OF PROPERTY AT 1506 WEST HORSETOOTH ROAD

THIS AGREEMENT is between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation ("City") and _____ ("Developer"), and is dated the ___ day of _____, 2016.

RECITALS

A. The City is the owner of a parcel of land located at 1506 West Horsetooth Road, Fort Collins, Larimer County, Colorado (the "Property").

B. The Property was purchased as part of the City's Affordable Housing Land Bank Program, pursuant to Ordinance No. 48, 2001, and the City wishes to facilitate the development of the Property as an affordable housing community.

C. The City conducted a Request for Proposal (RFP) process to identify a development team qualified to deliver a completed project that meets the City's goals and all applicable requirements.

D. Developer was selected through the RFP process to enter into this Agreement for the above purposes.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Developer shall conduct a market analysis/feasibility study for the development of the Property in accordance with applicable City Code requirements and the RFP and shall present the same to the City for its consideration on or before [DATE]. Upon receipt of the market analysis/feasibility study, the City shall consider the study, discuss with Developer and determine whether or not to move forward with a design for the development of the Property. The City's determination shall be made within seven (7) working days of receipt of the market analysis from Developer, and shall be at the City's sole discretion.

2. If the City decides to move forward with the project, the Developer shall prepare conceptual designs for the development of the Property, including site plans, elevations, and a scale massing model, but not including detailed engineering drawings. These designs shall be completed within forty-five (45) days of the City's decision to move forward into the design stage and, upon completion, shall be submitted to the City for its review.

3. Upon receipt of the designs from the Developer, the City shall conduct a special conceptual review, discuss the design details with the Developer, and within seven (7) working days of receiving the designs shall decide whether or not to move forward with the project beyond the design stage. Such determination shall be at the City's reasonable discretion.

4. If the City decides to move beyond the design stage, Developer shall prepare all plans and submittals necessary to present a complete PDP application to the City's Planning Department for development review and shall diligently pursue development approval of the

project to completion. Developer is responsible for all development applications and for paying all related fees as a part of the development review process and no fees shall be waived by the City unless such waiver is authorized by City Code. The City shall cooperate with Developer in its pursuit of any necessary governmental approvals and permits, including without limitation, the granting of easements and encroachment permits necessary for the completion of the development, provided that Developer complies with all related governmental, legislative and administrative requirements.

5. If during the course of the market analysis, design and development review processes the City determines that any aspect of Developer's market analysis, designs or development plan for the Property is unacceptable, the City shall provide Developer with written notice and an itemized list or description of such unacceptable items or conditions. Upon receipt of such notice, Developer shall have a reasonable time and opportunity to correct such items, provided that Developer shall diligently pursue correction of such items in an expeditious manner.

6. The City agrees that during the course of market analysis, design and development review, the City will not negotiate with any other developer, person or entity for the sale or development of the Property, as the parties intend that Developer shall have the exclusive right to work toward the acquisition and development of the Property during these stages.

7. All drawings, plans, specifications, schematic designs, site plans, elevations, scale models, engineering drawings, studies, feasibility reports, assessments, marketing and trending research, marketing techniques, pricing policies, financial information, sales processes, bidding processes, costs, profits, sales, markets, patents, intellectual property, trademarks, service marks, patent applications, development plans and all other data delivered in any form including, but not limited to, writings, drawings, surveys, architectural renderings, graphs, charts, photographs, sound recordings, discs, and data compilations in whatever form recorded or stored shall be and remain at all times the sole property of Developer, although such records, if maintained or kept by the City, may be subject to disclosure under the Colorado Open Records Act, Section 24-72-200.1 et seq. C.R.S.

8. If the development application results in the approval of a Project Development Plan, then the City and Developer shall promptly negotiate in good faith toward a mechanism for transferring ownership of the Property to Developer for subsequent development and marketing. Elements to be determined between the City and Developer as part of these negotiations include the purchase price, and any deed restrictions or future interests necessary to ensure that the Property will be developed and maintained in accordance with the City's intended purposes.

9. It is expressly understood between the parties that any transfer of ownership of the Property must first be approved by the Council of the City of Fort Collins in accordance with Chapter 23, Article IV of the City Code, and that such approval is at the Council's sole discretion.

10. Before the negotiations contemplated in Paragraph 8, Developer shall provide the City with information regarding any public funding sources (such as tax credits or federal, state or local affordable housing funds) that Developer anticipates will be forthcoming in the development of the Project. Developer shall also demonstrate Developer's financial commitment to perform the Project to completion by proving to the City that it has a satisfactory financial

reputation to obtain the necessary financing to construct the Project according to the approved Project Development Plan.

11. Developer is solely responsible for all expenses incurred in the performance of this Agreement, including but not limited to preparing the market analysis/feasibility study and the designs, any environmental reviews, vibration studies, noise analyses, etc., and/or costs incurred in the development review process. The City shall have no obligation to reimburse, share in or support Developer in covering any costs incurred by it as may be necessary to perform its obligations under this Agreement.

12. Developer may terminate this Agreement, with or without cause, at any time, upon fifteen (15) days written notice to the City. The City may terminate this Agreement upon fifteen (15) days written notice to Developer, if Developer has failed to perform its obligations under this Agreement in a timely, professional, comprehensive and workmanlike manner, and has not corrected such failure upon notice and a reasonable opportunity to cure. Any costs incurred by either party in performance of this Agreement shall be the obligation of such party upon termination.

13. All notices provided under this Agreement shall be effective when mailed or sent by overnight commercial courier, postage prepaid and sent to the following addresses:

If to the City:

City Manager
City of Fort Collins
300 LaPorte Ave.
P.O. Box 580
Fort Collins, CO 80522-0580

With a copy to:

City Attorney
City of Fort Collins
300 LaPorte Ave.
P.O. Box 580
Fort Collins, CO 80522-0580

If to Developer:

14. Developer, its agents, employees, contractors and representatives may enter upon the Property at any time for the purpose of surveying, testing or conducting any other reasonable activity thereon in pursuance of performing its duties under this Agreement. Developer shall not disturb any tenants on the Property without first coordinating with the City's Real Estate Services Department.

15. Developer shall indemnify, save and hold harmless the City, its officers and employees, from all damages whatsoever claimed by third parties against the City and arising from Developer's acts or omissions relating to its activities on the Property and the development

of the Property; and for the City's costs and reasonable attorney's fees, arising directly or indirectly out of Developer's negligent performance of any of the work under to this Agreement. Developer shall maintain commercial general liability insurance in the amount of \$1,000,000 per occurrence. The City shall be responsible for its own negligence and that of its officers and employees. Nothing herein shall be construed as a waiver of the provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et seq. C.R.S.

16. The parties expect that there may be unforeseen delays and complications that will arise during the course of performance of this Agreement and, accordingly, they agree to reasonably consider requests for extensions of the deadlines as set out in this Agreement, as long as the requesting party is diligently and conscientiously pursuing its obligations under this Agreement. Any such agreed upon extension shall be set out in writing signed by the parties.

17. This Agreement constitutes the entire understandings of the parties with regard to the subject matter hereof and may be amended only by written amendment of the parties. This Agreement shall be binding upon the parties, their successors, representatives and assigns. Neither party may assign it's rights or obligations under this Agreement without the prior written consent of the other, and any such assignment without the necessary consent shall be null and void and of no effect. This Agreement shall be construed as though drafted mutually by both parties.

[Signatures on following page.]

This Agreement is executed by the parties as of the day and year first written above.

CITY OF FORT COLLINS, COLORADO
A municipal corporation

By: _____
Darin A. Atteberry, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM

Senior Assistant City Attorney

[DEVELOPER]

By: _____
(name, title)

ATTEST:

Corporate Secretary

VIII. APPENDIX A – ORDINANCE NUMBER 048 DATED APRIL 17, 2001

**ORDINANCE NO. 48, 2001
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 23 OF THE CODE OF THE CITY BY THE ADDITION
OF A NEW ARTICLE XI ENTITLED "LAND BANKING"**

WHEREAS, information presented in the "Priority Affordable Housing Needs and Strategies Report" adopted by Resolution 99-16, and information obtained by a City team participating in the National League of Cities' June 1998 "Strengthening Partnerships for Housing Opportunities Workshop", identified the scarcity of available land resources as one of the major impediments in meeting future affordable housing needs; and

WHEREAS, the City Council reviewed the concept of land banking at its October 27, 1998 Study Session and directed staff to study its feasibility for the purpose of assisting in the promotion and development of rental housing for extremely low income residents of the City (at or below 30% of AMI), and very low income residents (at or below 50% of AMI), as well as homeownership housing at or below 60% of AMI in the City; and

WHEREAS, a Land Bank Committee was formed by staff from participants of the "Strengthening Partnerships for Affordable Housing Workshop" to assist staff in selecting a consultant to analyze the feasibility of land banking; and

WHEREAS, the staff has received a feasibility study prepared for the City by Bay Area Economics, Davis, California; and

WHEREAS, the Land Bank Committee has recommended land banking as a way to help affordable housing providers secure a steady supply of sites for affordable housing and to promote greater community awareness of affordable housing projects; and

WHEREAS, the Community Development Block Grant Commission and the Affordable Housing Board have recommended approval of a land bank program to assist affordable housing providers in securing affordable housing sites in the future; and

WHEREAS, the City Council has determined that such a program will provide a long term affordable housing strategy by holding land for 5-15 years and identifying sites for future development so that affordable housing is distributed community-wide to promote diverse neighborhoods in accordance with Policy HSG-2.5 of the City Plan; and

WHEREAS, since land bank sites will generally be less expensive to purchase (due to existing infrastructure limitations), they will provide long term development potential and appreciation, which will allow land banking to be as self-sustaining as possible in the future; and

WHEREAS, the Council has determined that the purpose of acquiring real property in order to ensure that the property will be available for future development to provide housing for extremely low and very low income families is in the best interests of the citizens of the City; and

WHEREAS, Article XX of the Constitution of the State of Colorado authorizes home rule cities to, among other things, purchase, hold and sell real property; and

WHEREAS, the Council has determined that the land banking of real property for the purpose of assisting housing providers (whether publicly affiliated, philanthropic or profit-motivated) in providing housing for extremely low and very low income families will not negatively impact the local real estate market under the proposed program, since it is anticipated that the program will acquire, on average, only three and one-half acres per year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that Chapter 23 of the Code of the City be amended by the addition of a new Article XI, to read as follows:

ARTICLE XI. LAND BANKING

Sec. 23-350. Purpose.

The purpose of this Article is to enable the City to acquire, hold and sell real property for the purpose of assisting housing providers (whether publicly affiliated, philanthropic or profit-motivated) in providing rental housing for households at or below fifty percent (50%) of the area median income for Fort Collins ("AMI") and homeownership housing for households at or below sixty percent (60%) of AMI.

This Article will assist the City in providing land that developers can feasibly purchase for affordable housing and will help to ensure that appropriate sites are available in the future for the development of such housing, and will assist in the early identification of sites for affordable housing development so that adjacent property owners will be aware and accepting of the plans for such sites; and will systematically secure affordable housing sites so that such developments can be dispersed throughout the community by strategically selecting sites for affordable housing projects in desirable locations.

Sec. 23-351. Authority.

The City Manager is authorized on behalf of the City to acquire land for the purposes set forth in Sec. 23-350 and to perform all acts necessary to effectuate the acquisition of such land, provided that funds have first been appropriated by the Council for said purpose and that such acquisitions comply with the criteria for acquisition as set out in Sec. 23-352.

Sec. 23-352. Criteria.

The City Manager shall acquire land under the authority granted in Sec. 23-351 only if the acquisition complies with the following criteria:

- (a) The land is acquired from a willing seller (without the threat of condemnation).

(b) The cost of acquiring the land does not, in the opinion of the City Manager, exceed the fair market value thereof.

(c) Either at the time of acquisition the land is, or within the reasonably foreseeable future in the judgment of the City Manager, the land will be, within one-half mile of at least three of the following five existing or planned facilities:

- (1) transit route;
- (2) school;
- (3) park;
- (4) employment center; and
- (5) commercial center.

(d) The land is located within the Fort Collins Growth Management Area.

Sec. 23-353. Funding.

The acquisition of land pursuant to this Article shall be funded from the Affordable Housing Trust Fund.

Sec. 23-354. Disposition of land bank property.

In addition to the criteria established for the disposition of property in Article IV of this Chapter, no property acquired pursuant to this Article shall be sold by the City except in accordance with the following criteria:

(a) Any disposition/sale of such property shall be to a housing provider legally bound to the City under the terms of such sale to provide rental housing for households at or below fifty percent (50%) of AMI and/or homeownership housing for households at or below sixty percent (60%) of AMI ("affordable housing") as the sole development purpose. Such sale shall not be made to any person for the purpose of land speculation or appreciation or for the development of non-residential uses or the provision of market rate housing.

(b) Upon acquisition of the property from the city, the housing provider shall commence development of all housing within twenty four (24) months of having acquired the land and shall obtain building permits for the construction of all such housing units within forty eight (48) months of acquisition of the property. If all such building permits have not been obtained by the housing provider within the aforesaid periods of time, then title to that portion of the property for which building permits have not been issued shall revert to the city. Said possibility of reverter shall be contained in any deeds conveying said land to such housing provider. Any

extension of the aforesaid periods of time shall be valid only if approved by the City Manager upon finding that the housing provider has exerted a good faith and diligent effort in pursuing the development but has suffered delays caused by unforeseen circumstances not reasonably within the control of the housing provider.

(c) If any property sold by the City for affordable housing under the authority of this section is subsequently resold by the original housing provider, the purchaser and any subsequent owners of such property must continue to use such property for affordable housing. If said property is ever not so used, then the city may re-enter and recover title to all such property. The deed conveying the property from the City to such housing provider shall contain such right of entry for condition broken, which provision shall run with the title to the property.

(d) All land conveyed to a housing provider by the City pursuant to this Article shall be sold to such housing provider at no more than ninety percent (90%) of its fair market value as determined by the City.

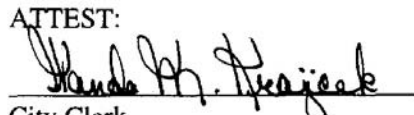
Sec. 23-355. Proceeds of sale.

All proceeds of any sale of land in accordance with Sec. 23-354 shall be returned to the Affordable Housing Trust Fund to be used for additional land acquisitions in accordance with this Article.

Introduced, considered favorably on first reading, and ordered published in summary form this 20th day of March, A.D. 2001, and to be presented for final passage on the 17th day of April, A.D. 2001.

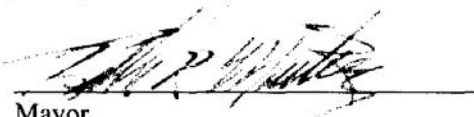


Mayor

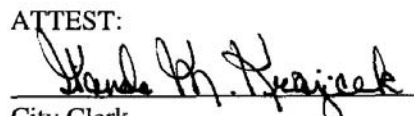
ATTEST:


City Clerk

Passed and adopted on final reading this 17th day of April, A.D. 2001.



Mayor

ATTEST:


City Clerk