

ITEM #: 34  
DATE: 04-11-23  
DEPT: P&H

**COUNCIL ACTION FORM**

**SUBJECT: RESOLUTION APPROVING AGREEMENT FOR SALE OF CITY-OWNED LOTS 2-7 IN THE BAKER SUBDIVISION TO HABITAT FOR HUMANITY OF CENTRAL IOWA**

**BACKGROUND:**

In 2015, as part of the City's Community Development Block Grant (CDBG) Program, the City acquired a 10+ acre site located at 321 State Avenue (formerly the site of the Old Ames Middle School). The site was purchased to develop a subdivision that will support the affordable housing goals of the City as a mixed-income development, with a minimum of 51% of the homes affordable to low- and moderate-income households. The subdivision would consist of 27 buildable lots, 26 single-family lots, and one (1) lot for multi-family units (see Attachment A).

In July 2022, the City, as the developer for the subdivision, completed the public infrastructure improvements (streets, water, sewer, electrical, sidewalks, including geothermal for the 26 single-family lots. (see Attachment A). The subdivision covenants were adopted in December 2021. The City is now positioned to develop the lots to construct single-family homes. As noted above, a minimum of 51% (14) of the lots have to be available to low and moderate-income households.

Habitat for Humanity of Central Iowa (HHCI) has signed a grant agreement with the Iowa Finance Authority (IFA) to receive \$1,559,660 of Coronavirus State and Local Fiscal Recovery Funds. HHCI is now ready to proceed with its request to purchase six (6) lots in the Baker Subdivision at \$50,000 each. Staff and Habitat have identified Lots 2-7, located along the south side of Wilmoth Avenue (see attachment A).

This transaction with HHCI would represent the sixteenth partnership between HHCI and the City of Ames. This project will allow the City to continue to address one of its priority goals outlined in both the 2022-2023 Annual Action Plan and the 2019-2023 CDBG Consolidated Plan, which is to increase the supply of affordable housing for LMI households.

The City's Finance staff has reviewed a draft of HHCI's 2022 Annual Audit Report and finds it in good order, including the audit opinion. Six individual purchase agreements have been prepared, which allows each agreement to reflect the appropriate commencement, completion, and sale schedules for each lot. (Since the agreements are the same for all six lots, only one is attached for your review)

The schedules incorporated into each lot are reflected in the table below:

Lot #	Address	Price	Down payment Escrow	Anticipated Construction Start on or before:	Construction Completion by:	Habitat Sale to qualified homebuyers on or before:
7	320 S. Wilmoth	\$50,000	\$2,500	9/15/2023	8/31/2024	9/30/2024
6	324 S. Wilmoth	\$50,000	\$2,500	9/15/2023	8/31/2024	9/30/2024
5	328 S. Wilmoth	\$50,000	\$2,500	9/15/2024	8/31/2025	9/30/2025
4	400 S. Wilmoth	\$50,000	\$2,500	9/15/2024	8/31/2025	9/30/2025
3	404 S. Wilmoth	\$50,000	\$2,500	4/30/2025	4/30/2026	5/31/2026
2	408 S. Wilmoth	\$50,000	\$2,500	4/30/2025	4/30/2026	5/31/2026

**ALTERNATIVES:**

1. Approve the terms and conditions (including the price) as outlined in the purchase agreements for the sale of Lots 2-7 in the Baker Subdivision to Habitat for Humanity of Central Iowa.
2. Approve modified terms and conditions for the sale of Lots 2-7 in the Baker Subdivision to Habitat for Humanity of Central Iowa.
3. Direct staff to seek other buyers to purchase the lots.
4. Decline to sell the single-family lots at this time.

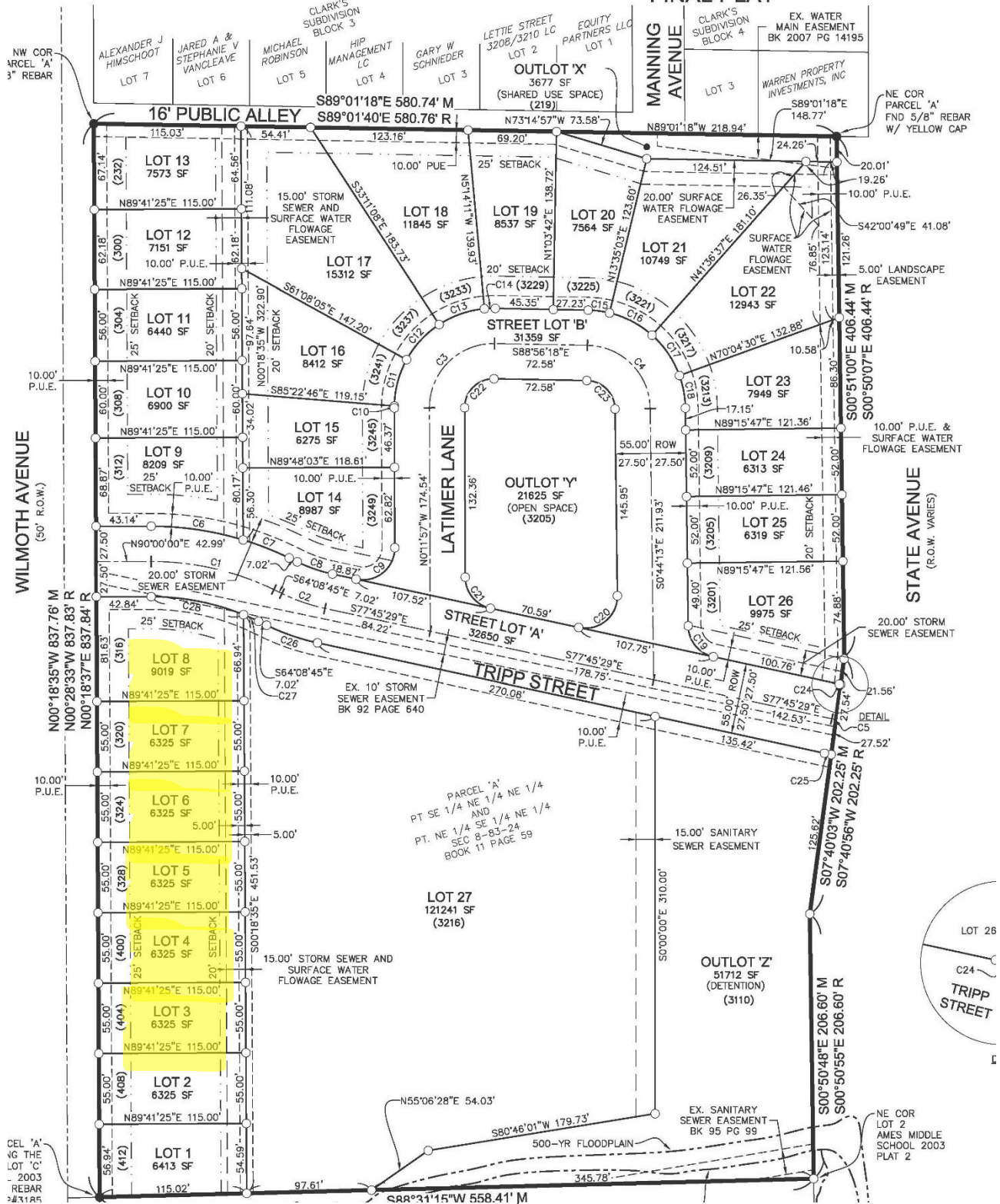
**CITY MANAGER'S RECOMMENDED ACTION:**

The sale of Lots 2-7 in the Baker Subdivision to Habitat for Humanity of Central Iowa will assist the City in its efforts to continue to address the housing needs of low-and moderate-income first-time home buyers and will help jump-start the construction of homes in the subdivision and potential for future sales to HHCI. Each of the homes will conform to the established covenants for Baker Subdivision. It is therefore the recommendation of the City Manager that the City Council adopt Alternative #1, as described above.

# Location Map- Attachment A

## BAKER SUBDIVISION

FINAL PLAT



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**DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER**

Prepared by: Mark O. Lambert, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010; 515-239-5146

Return to: Renee Hall, Ames City Clerk, Ames City Hall, 515 Clark Ave., Ames, IA 50010; 515-239-5146

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**AGREEMENT BETWEEN THE CITY OF AMES AND  
HABITAT FOR HUMANITY OF CENTRAL IOWA, INC., FOR  
NEW CONSTRUCTION UPON PROPERTY AT 408 S.  
WILMOTH, AMES, IOWA**

**THIS AGREEMENT** is made and entered into between the City of Ames, Iowa, an Iowa municipal corporation (“City”) and Habitat for Humanity of Central Iowa, Inc. (“Habitat”), an Iowa corporation.

**WHEREAS**, the City has utilized community development block grant funds to acquire real property for construction or rehabilitation, or both, of a home to be used as owner-occupied housing for income-qualified homebuyers to further the goals and objectives of the City’s 2019-2023 Consolidated CDBG plan; and

**WHEREAS**, Habitat also has the goal of providing safe and affordable owner-occupied housing to low-income home buyers and is willing to participate with the City in rehabilitation or new construction, or both, of residential structures.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I  
CITY’S OBLIGATIONS**

- A. Purchase of Property. The City has secured the purchase of property legally described as Lot 2, Baker Subdivision, Ames, Story County, Iowa (also known as 408 S. Wilmoth Avenue) (hereinafter “Property”) and will retain ownership of that Property until sold to Habitat under the conditions described herein. Habitat shall construct the improvements in a manner complying with the requirements of the City Code, and in a manner that complies with the restrictive covenants upon the property. See Instrument No. 2022-00200 filed January 6, 2022, filed in the office of the Story County Recorder for the restrictive covenants.

- B. Access to Property. The City agrees to grant Habitat immediate and continuing access to the property for the purpose of construction of improvements upon the property. Access for the purpose of construction shall also be granted to Habitat's agents.
- C. Technical Assistance. Upon request, the City will provide technical assistance to Habitat concerning compliance with the terms of this Agreement.
- D. Performance Monitoring. The City may inspect and monitor the performance of Habitat to determine its compliance regarding the performance standards of this Agreement. Substantial nonperformance, as determined by the City, constitutes noncompliance with this Agreement. In the event this occurs, the City shall notify Habitat of the noncompliance and provide a time limit to correct the noncompliance.
- E. Property Conveyance. The City shall convey marketable title to the property for and in consideration of Habitat's completion of new construction on the property, payment of sums set out in Section II.A(1) and agreement to sell the property on or before May 31, 2026, to a qualified homebuyer, as set forth hereafter.

## II HABITAT'S OBLIGATIONS

- A. Compensation for Purchase.
  - 1. Habitat agrees to pay the City of Ames \$50,000.00 for the Property. Habitat agrees that it shall provide a non-refundable down payment of \$2,500.00 (5.0% of the purchase price) for the Property. This down payment shall be placed into an escrow account as a pre-condition to Habitat being granted access to the Property and Habitat shall have its financial institution verify to the City within one (1) calendar week from the date of this signed agreement that the funds have been placed in an escrow account. The total of \$47,500.00 shall be due at the time Habitat has completed all other requirements under this Agreement and acquires title to the Property. Habitat shall pay all transfer and recording expenses, including transfer taxes, any permit fees and other expenses related to the conveyance of the Property. At the time of closing, Habitat shall pay to the City of Ames an additional amount equal to the cost of having an abstract produced for the property, which shall not to exceed \$1,000, to reimburse the City's expense in having an abstract prepared. All abstracting costs shall be the responsibility of Habitat, and not the City.
  - 2. In Kind Compensation. Habitat agrees to provide all materials, labor and services as are necessary to construct the improvements upon the Property to the standards described in section II.B so that it is safe and habitable for residential use.
  - 3. Property Improvements. Habitat agrees to complete all construction included on **Attachment A** by this reference made a part hereof. All property improvements shall be completed on or before April 30, 2026. Habitat further agrees that if it fails or decides to not to complete the improvements to the Property, the City of Ames will not reimburse

Habitat for any cost incurred for any improvements made to the Property.

4. Property Maintenance and Utilities. Habitat shall be responsible for all maintenance for the Property (i.e., lawn care, snow removal, etc.) and shall have all utilities (electric, gas, water, and sewer) transferred into its name within one calendar week from the date of this mutually signed Agreement.
  5. Property Taxes. Property taxes until transfer of title to Habitat will be the responsibility of the City of Ames.
- B. Performance Standards. The Property shall be constructed in compliance with all applicable state and local building codes and regulations, including necessary building permits as required. The development of any architectural designs, if necessary, for the project shall be the responsibility of Habitat, subject to prior approval by the City. Habitat shall submit new construction plans to the Planning and Housing Department and Building Inspections Division for written approval before applying for a building permit.
- C. Completion of New Construction and Sale to Qualified Homebuyers.
1. City shall not convey title of the property to Habitat unless and until the following two actions have occurred: 1) the selected **initial** home buyer has been determined eligible by the City (Housing Division staff) and 2) the City has completed a final walk-thru of the property and verified that all design features as outlined in Attachment B have been completed satisfactorily.
  2. Habitat shall provide within 120 calendar days after the approval date of this agreement, in a format prescribed by the City, provide the following documentation and information of the selected **initial** home buyer: **a)** the selected home buyer meets the eligibility requirements outlined by the City; and **b)** has an income that is at or below 80% of the Ames MSA (IA) income limits as established by HUD as outlined in **Attachment B incorporated by reference into this Agreement**. The Housing Division staff (utilizing CDBG program requirements), will verify the eligibility of the selected **initial** home buyer and notify Habitat in writing of that determination within 30 calendar days from the date of the received documentation.
  3. Habitat shall within one (1) calendar week after the completion of the home construction of the property, schedule a final walk-thru with the City Housing Division to verify the construction of the property has been completed satisfactorily. Upon verification that the construction of the property has been satisfactorily completed, the City of Ames will schedule the closing date to convey title of the property to Habitat on or before April 30, 2026.
  4. Habitat further agrees that it will include in its mortgage documents with an eligible buyer the following language:

Borrower(s) covenants and agrees that in the event it shall desire to sell or convey the Property during the term of this Security Instrument, for a period of fifteen (15) years, the Borrower(s) shall first offer the Property to Habitat for Humanity of Central Iowa, Inc. (HFHCI), or HFHCI's successor in interest, in the following manner:

Borrower(s) shall serve notice in writing to HFHCI, or its successor in interest, by registered mail, return receipt requested. The notice shall indicate that Borrower(s) desires to sell the Property. The notice shall also contain an offer to sell the Property to Lender, or its successor in interest, upon the terms and conditions as set forth in the bona fide offer.

For a period of thirty (30) calendar days after the receipt of the notice, Lender, or its successor in interest, shall have the right to purchase the Property for the same price on the same terms that the Property was sold to the Borrower(s). However, at the time of sale of the Property, all payments (excluding insurance, taxes and escrow payments used for the repair of the Property) and the added, appraised value of any permanent improvements (which have been approved by the Lender) to the property made by the Borrower(s) with their funds will be repaid to the Borrower(s). If Lender, or its successor in interest, fails to exercise the right to purchase set forth in this paragraph, Borrower(s) may sell or convey the Property to any party making a bona fide offer.

In the event Lender timely notifies Borrower(s) that it elects to purchase the Property on the terms provided in the notice set forth in the preceding paragraph, Lender and Borrower(s) shall promptly, but no later than sixty (60) calendar days after the date of notice from Lender to Borrower(s), execute such usual and customary documents as shall be required to consummate such transaction.

5. Habitat shall provide certification in a form acceptable to the City that the activities carried out under this Agreement will meet the objective of benefitting low- and moderate-income persons as defined in 24 CFR 570.208. Along with a copy of the mortgage documents sign between Habitat and the Home buyer.

- D. Completion Date and Terms. Habitat shall be permitted to commence construction as soon as their financial institution has verified to the City that the down payment has been placed into an escrow account. Habitat shall complete the construction of the Property by April 30, 2026. Habitat shall promptly sell the Property to qualified homebuyers on or before May 31, 2026.

Within thirty (30) calendar days after the closing of permanent financing and sale to the eligible homebuyers, Habitat, at its expense, shall have properly recorded any mortgage, security agreement, financing statement, purchase contract or similar document(s) required by the City.

Habitat agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

E. Insurance. During the period of this Agreement, effective as of the start date of the project, Habitat shall, at its own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Habitat shall list the City as an additional insured on said property insurance. Property damage coverage shall not be less than the current market value of the Property. Liability coverage shall include contractual insurance as well as comprehensive form insurance and shall provide coverages of not less than \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per occurrence and \$500,000 property damage. Habitat shall furnish the City with a certificate of insurance. The insurance company providing the insurance must be licensed to do business in the state of Iowa and rated as A or better by A.M. Best. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. The contractor shall also give at least thirty (30) days prior notice to the City, by certified mail, return receipt requested, of any coverage to be suspended, voided, canceled by either party or reduced in coverage or in limits. Habitat shall provide Workers' Compensation insurance coverage, as required by Chapter 85 of the *Code of Iowa*, for all employees involved in the performance of this Agreement. Habitat shall furnish the City with certificates of insurance for all insurance required under this Agreement, upon request of the Housing Coordinator.

F. Audits, Inspections and Records.

1. Prior to the transfer of title of the Property and annually thereafter, Habitat shall promptly furnish to the City for its review and approval a current audit of its annual financial statements.
2. Habitat shall promptly furnish the City and HUD with such statements, records, data and information as the City or HUD may reasonably request pertaining to this Agreement.
3. Habitat shall maintain all records for ten (10) years from the date of this Agreement that are pertinent to the activities to be funded under this Agreement including, but not limited to:
  - a. Records providing a full description of each activity undertaken.
  - b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
  - c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.



d. Financial records as required by 24 CFR 570.502 and OMB Circular A-110.

- G. Homebuyer Records. Habitat shall maintain homebuyer data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, a signed and dated verification of income statement, or other basis for determining eligibility, and a description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

During the term of this Agreement, any time during normal business hours, Habitat shall make available to the City, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Habitat's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.

Habitat shall submit a Homebuyer Completion Report at the close of the finished housing unit and/or sale to an income-qualified buyer. The completion report shall, at a minimum, include information relating to the final project costs and funding sources, and household characteristics as required by the City for reporting to HUD's IDIS system.

- H. Notices. Habitat shall direct all notices, reports, insurance policies and other communications related to or required by this Agreement to the office of the City of Ames Department of Planning and Housing, Housing Coordinator, 515 Clark Avenue, Room 214, Ames, Iowa, 50010. Notice by both Habitat and the City shall be given by ordinary mail.

Additionally, until completion of the project, Habitat shall submit quarterly reports describing progress of the project activities, which shall be due no later than ten (10) calendar days after the end of the calendar quarter.

- I. NPDES Coverage. Habitat shall be solely responsible for all NPDES (National Pollutant Discharge Elimination System) requirements for the property from the date of this Agreement. Habitat shall sign the NPDES Agreement & Indemnity attached to this Agreement attached hereto as **Attachment C**.

### III NON-PERFORMANCE

- A. Performance Obligation. Until May 31, 2044, Habitat shall, in a manner satisfactory to the City, fulfill its stated purpose as outlined in II.E of this Agreement and provide continued service.

- B. Limitation on Resale. Habitat agrees the documents of the sale of the Property to the qualified initial home buyer outlined in SECTION II will include provisions to restrict any subsequent sales during the duration of this Agreement by imposing an agreed upon resale ratio that will ensure that the Property will be affordable to a subsequent home buyer who meets the income limits outlined in SECTION II of this Agreement. Habitat further agrees that if the Property is resold to **subsequent home buyers during the twenty (20) year Performance Obligation**, that they must meet the requirements as set forth in SECTION II, for the remaining **period until May 31, 2044**. Habitat shall immediately notify the City that the Property is for re-sale and following the procedures as outline under SECTION II.
- C. Limitation on Assignment.
1. Habitat shall not sell, assign or transfer any legal or equitable interest in the Property at any time prior to May 31, 2044, without written concurrence of the City. In event of an unauthorized transfer, Habitat shall repay to the City fair market value as of the date of that Habitat transferred the interest in the property, which shall be due in fully immediately. The fair market value of the property as of the date of the transfer shall be determined by an appraiser selected by the City at the expense of Habitat. If Habitat discontinues its program, Habitat shall repay to the City the fair market value of the property (land and any constructed improvements) as determined by an appraiser selected by the City at the expense of Habitat or show proof that the Property will continue to be occupied by an eligible household, as outlined in SECTION II of this Agreement.
  2. In no case shall Habitat assign its mortgage to a qualified lending institution, or any other entity, prior to May 31, 2044, without the express written approval of the City of Ames.
- D. Discontinuance of Habitat. In the event Habitat discontinues its services prior to May 31, 2044, the value of the prorated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreement shall revert to the City. If said Property has been disposed of, Habitat shall reimburse the City in the amount of the current fair market value of the Property less any portion of the fair market value attributable to non-City CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings and vehicles.)
- E. Default. In the event Habitat defaults in the performance or observation of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of thirty (30) calendar days after notice thereof shall have been given by the City to Habitat (or for a period of sixty (60) calendar days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30-day period and thereafter diligently and continuously prosecutes the same to completion within such 60-day period), the City may declare that Habitat is in default hereunder and may take any one or more of the following steps, at its option:

1. By mandamus or other suit, action or proceeding at law or in equity, require Habitat to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or a violation of the rights of the City hereunder, or obtain damages caused by Habitat by any such default.
2. Have access to and inspect, examine and make copies of all books and records of Habitat which pertain to the project.
3. Declare a default with the Home Ownership Agreement and make no further disbursements and demand immediate repayment from Habitat of any funds previously disbursed under the Home Ownership Agreement.
4. Take whatever other action at law or in equity which may appear necessary or desirable to enforce the obligations, covenants and restrictions of Habitat hereunder, including the recovery of funds. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the City to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation, or any similar breach or violation thereof, at any later time or times.

F. Events of Default. The following, by way of specification but not limitation, shall constitute events of default of this Agreement between Habitat and the City:

1. The homebuyer has a principal place of residence at some place other than the Property.
2. The homebuyer causes or permits the Property to be damaged, in disrepair, the site of a public nuisance or otherwise the site of conditions that unreasonably interfere with the use and enjoyment of other properties in the vicinity, ordinary wear and tear excepted.
3. The homebuyer allows unauthorized persons to reside in the property without written approval by Habitat and the City of Ames.
4. The homebuyer abandons or ceases to occupy the property for more than 60 calendar days per year.

#### **IV ENVIRONMENTAL, ASSESSMENT, HISTORIC PRESERVATION AND LEAD BASED PAINT**

Habitat shall assist the City in complying with all applicable environmental assessments, historic preservation requirements of HUD and the State Historic Preservation Office of Iowa, and section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR, part 50) insofar as they apply to the performance of this Agreement.

#### **V**

**ELIGIBILITY RESTRICTIONS FOR  
CERTAIN RESIDENT ALIENS (570.613)**

- A. Restriction. Habitat agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR, part 5, subpart E, are not eligible to apply for benefits under covered activities funded by the City's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the City's CDBG programs. "Benefits" does not include relocation services and payments to which displaces are entitled by law.
  
- B. Covered Activities. "Covered activities" under this section means activities meeting the requirements of section 570.208(a) that either:
  - 1. Have income eligibility requirements limiting the benefit exclusively to low- and moderate-income persons; or
  - 2. Are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks and parks), and that provide benefits to persons on the basis of an application.
  
- C. Limitation on Coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this Agreement.
  
- D. Compliance. Compliance can be accomplished by Habitat obtaining certification as provided in 24 CFR, part 5, subpart E, evidencing citizenship or eligible immigration status.

**VI  
TERMINATION OF AGREEMENT FOR CAUSE**

If Habitat fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Habitat violates any of the terms, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Habitat of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated thirty (30) days after the giving of such notice unless such default or defaults are remedied within such cure period. The City shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied within said thirty (30) day period. In the event of such termination, Habitat shall promptly repay to the City the full grant/loan amount or that portion of the amounts that have been disbursed to Habitat prior to such termination.

**VII  
TERMINATION OF AGREEMENT FOR CONVENIENCE**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the City and Habitat shall agree in writing upon the termination conditions, including the effective date, the disposition of contract amounts and, in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Habitat shall promptly repay to the City the full grant/loan amount or that portion of the amount which has been disbursed to Habitat prior to such termination.

### **VIII INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS**

- A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom.
- B. No member of the governing body of the City, no officer, employee, official or agent of the City, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.
- C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Habitat, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.
- D. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal agreement, Habitat shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E. Habitat shall require that the language of this certification be included in the award documents for all sub-Habitats and that all sub-Habitats shall certify and disclose accordingly.

### **IX CONFLICT OF INTEREST**

Habitat covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Habitat further covenants that in the performance of this

Agreement, no person having such an interest shall be employed by Habitat.

**X**  
**GRANTOR RECOGNITION**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Habitat will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**XI**  
**ASSIGNABILITY**

Habitat shall not assign or transfer any interest in this Agreement without the prior written approval of the City. Any assignment made without such consent shall be void. This Agreement shall be binding upon the parties and shall inure to the benefit of the successors and assigns of the parties hereto.

**XII**  
**HOLD HARMLESS PROVISION**

Habitat shall indemnify, defend and hold harmless the City, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Habitat's employees or agents during the performance of this Agreement.

The City shall indemnify, defend and hold harmless Habitat, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the City's employees or agents during the performance of this Agreement.

**XIII**  
**SEVERABILITY CLAUSE**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable, this Agreement shall be deemed severable, and the remainder of the Agreement shall remain in full force and effect.

**XIV**  
**LIMITATIONS OF CITY LIABILITY – DISCLAIMER OF RELATIONSHIP**

The City shall not be liable to Habitat, or to any party, for completion of or failure to complete any improvements, which are parts of the project. Nothing contained in this Agreement, nor any act or omission of the City or Habitat, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture or any association by reason of Habitat's involvement with the City.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of April, 2023.

**CITY OF AMES, IOWA**

**HABITAT FOR HUMANITY OF  
CENTRAL IOWA, INC.**

By \_\_\_\_\_  
John A. Haila, Mayor

By \_\_\_\_\_  
Tom Prochnow, Board President

Attest \_\_\_\_\_  
Renee Hall, City Clerk

By \_\_\_\_\_  
Dan Nutini, Executive Director

STATE OF IOWA, STORY COUNTY, ss:

STATE OF IOWA, STORY COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for the State of Iowa, personally appeared John A. Haila and Renee Hall, to me personally known, and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 23-\_\_\_\_\_ adopted by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and that John A. Haila and Renee Hall acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for the State of Iowa, personally appeared Tom Prochnow and Dan Nutini, to me personally known, who being by me duly sworn, did say that they are the Board President and Executive Director, respectively, of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Tom Prochnow and Dan Nutini acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

\_\_\_\_\_  
Notary Public in and for the State of Iowa

## **ATTACHMENT A - CONSTRUCTION PLANS**

*[ATTACH CONSTRUCTION PLANS]*

A walk through pre-final inspection by the City will be required within 3-4 weeks prior to the construction deadline (on or before April 30, 2026). A final inspection will be required to verify that all items have been completed. Failure to adhere to these deadlines may cause the agreement to become null and void.



**ATTACHMENT B**

<b>2022 80% of Ames (IA) MSA*** (subject to change)</b>	
<b>Family Size</b>	<b>Gross Income Cannot Exceed</b>
1	\$56,300
2	\$64,350
3	\$72,400
4	\$80,400
5	\$86,850
6	\$93,300
7	\$99,700
8	\$106,150

\*\*\*Metropolitan Statistical Area

**ATTACHMENT C**

**NOTICE OF PARTIAL TRANSFER OF A STORM WATER DISCHARGE COVERED  
UNDER IOWA NPDES GENERAL PERMIT NO. 2 (and City of Ames Chapter 5A) FOR  
CONSTRUCTION ACTIVITIES & INDEMNIFICATION AGREEMENT**

By this Notice of Partial Transfer and Indemnification Agreement (the "notice of Partial Transfer") the City of Ames, (the "Transferor"), transfers both the NPDES General Permit No. 2 and all legal responsibility for NPDES compliance for the lots/parcels to the contractor building on such lots/parcels, Habitat for Humanity of Central Iowa, Inc., (the "Transferee" and/or "Contractor").

Transferor will retain NPDES General Permit No. 2 responsibilities for parcels or lots not disturbed or built on by the Contractor. Transferee understands and agrees to become the sole responsible permittee for the lots/parcels which Transferee builds on. Transferee agrees to install and maintain stormwater best management practices in a way which complies with IDNR GP#2 and City of Ames Chapter 5A requirements. Transferee shall be solely responsible for compliance of stormwater runoff from such lot/parcels. Transferee shall further protect, defend, indemnify, and hold Transferor harmless from any claims, liabilities, fines, penalties thereof after the date of this agreement.

Transferee understand that by executing this notice of partial transfer, it agrees to comply with all requirements governing the discharge of storm water associated with industrial activity for construction activities by Iowa Department of Natural Resources NPDES General Permit No. 2 and City of Ames Code Chapter 5A and certifies that it is aware that discharging pollutants from the storm water associated with industrial activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not Authorized by NPDES Permits.

Print Name of Transfer: \_\_\_\_\_ (Representative City of Ames)  
Signature of Transfer \_\_\_\_\_ (Representative City of Ames)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

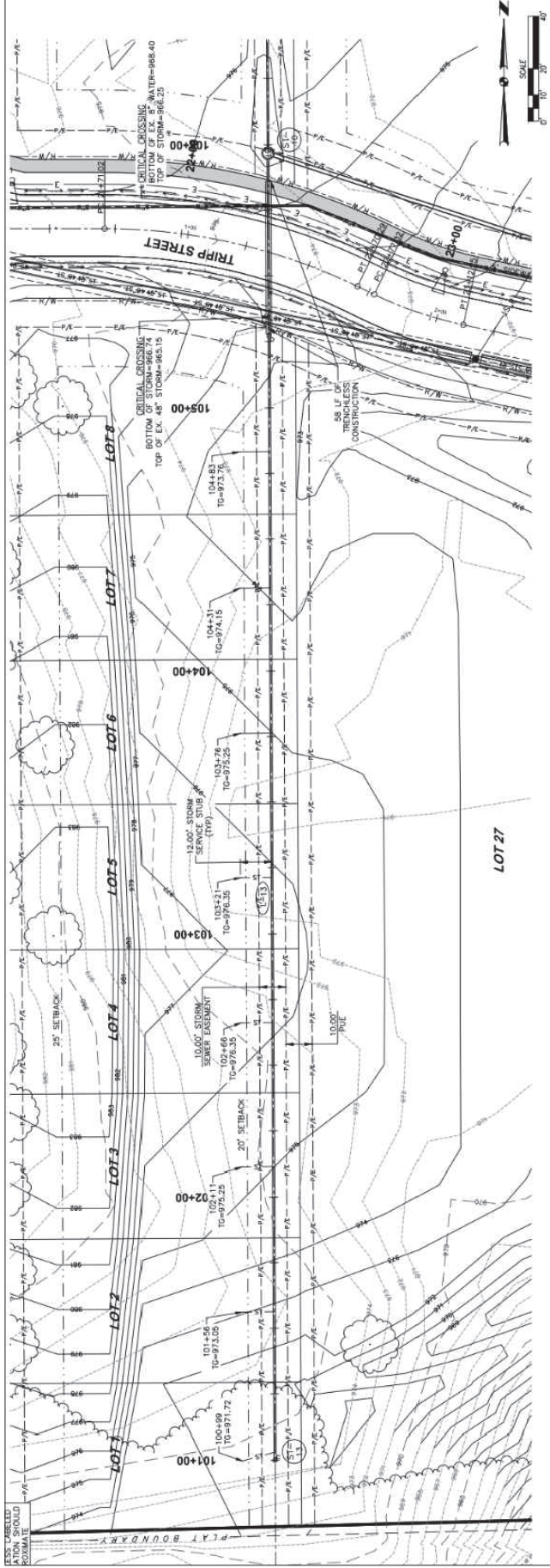
Transferee Name: Habitat for Humanity of Central Iowa, Inc.  
Authorized Signature of Contractor: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: Ames, Iowa  
Telephone No: \_\_\_\_\_  
Email Address \_\_\_\_\_

Address of Property Being Transferred: \_\_\_\_\_





REVIEWS	DATE

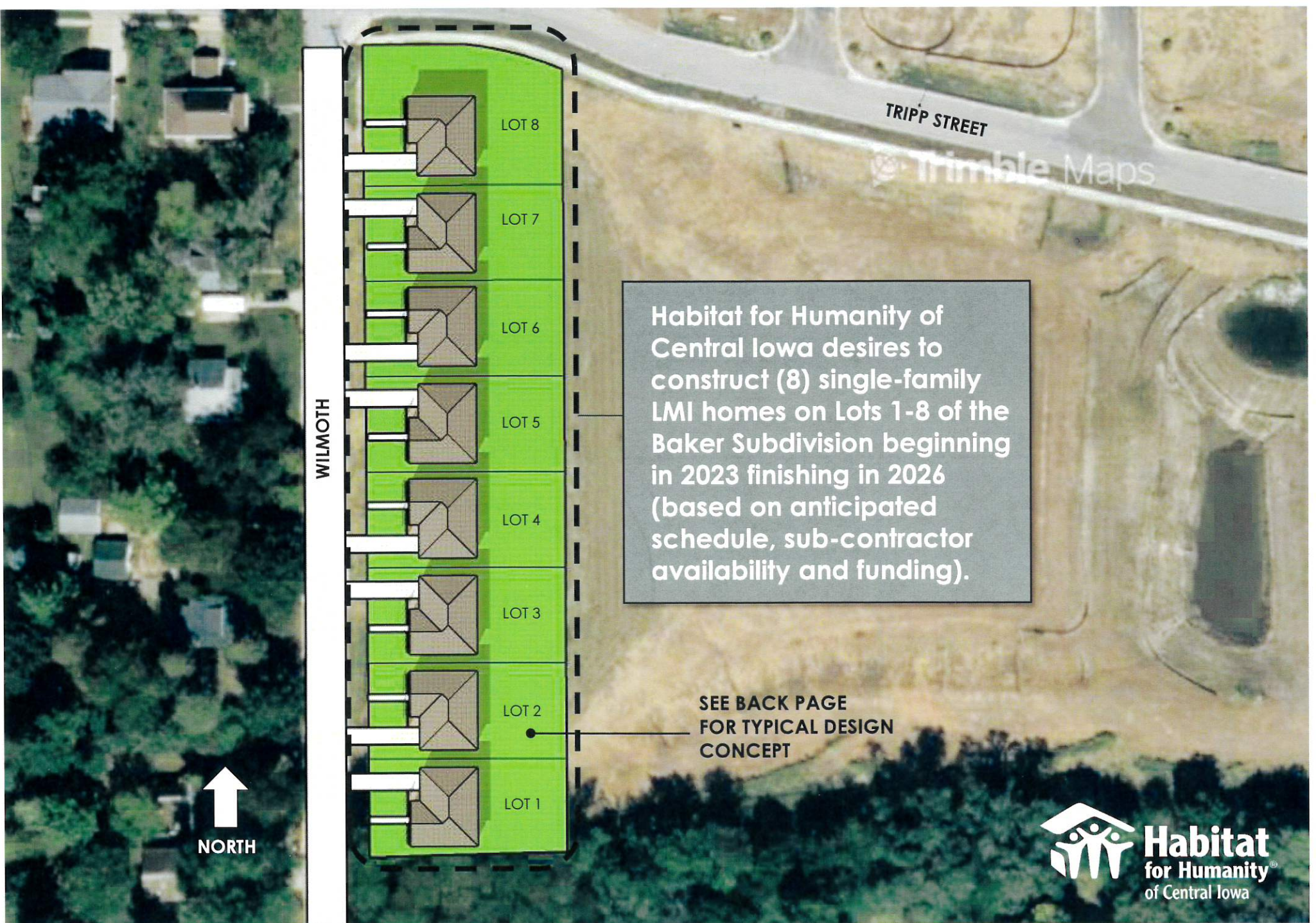


① FINAL GRADING PLAN - PER SUBDIVISION









TRIPP STREET

Trimble Maps

WILMOTH

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

Habitat for Humanity of Central Iowa desires to construct (8) single-family LMI homes on Lots 1-8 of the Baker Subdivision beginning in 2023 finishing in 2026 (based on anticipated schedule, sub-contractor availability and funding).

SEE BACK PAGE FOR TYPICAL DESIGN CONCEPT





SIDING COLOR VARIATION  
ON HOMES (ACTUAL COLORS TBD)

EVERY OTHER LOT  
HAS "MIRRORED" PLAN  
FOR VISUAL INTEREST



TYPICAL EXTERIOR DESIGN CONCEPTS OF HOMES

