

COUNCIL ACTION FORM

SUBJECT: SALE OF CITY-OWNED PROPERTY AT 3803 MINNETONKA AVENUE

BACKGROUND:

Under the City's 2008-09 Community Development Block Grant (CDBG) Neighborhood Sustainability Program, the acquisition/reuse program component seeks to acquire, demolish/remove single-family properties and/or lots for reuse for affordable housing to assist low- and moderate-income (80% or less of AMI) families. The program would also initially provide "minor" repairs to single-family properties, as needed. Where possible, the program will have a more comprehensive approach at targeting single-family properties as follows:

- Converting single-family rental properties that are "for sale" back into single-family homeownership. Match, where possible, with eligible low-income (80%), first-time homebuyers through the City's CDBG Homebuyer Assistance Program.
- Assist in code enforcements for abandoned, deteriorated properties and then sell the vacant lots for affordable housing.
- Acquire vacant properties and resell them at a reduced price to non-profit organizations and/or for-profit organizations for rehabilitation and sell for affordable housing.
- Acquire vacant lots and resell them, at a reduced price, to non-profit organizations and/or for-profit organizations for construction of affordable housing.
- Concentrate, where possible, in targeted low-income census tracts.

Under the Acquisition/Reuse Program, the City can purchase these types of properties (which for most homebuyers and non-profit organizations are too expensive to purchase and rehabilitate) at cost, and then re-sell at a significant reduction (50% or less). As a continuation of the 2006-07 program, staff is working closely with the Habitat representatives and found the property located at 3308 Minnetonka Avenue that met the needs of both Habitat and the City of Ames. The City then purchased the property in the amount of \$109,500, and has been working with the Habitat Executive Board to finalize an agreement for the sale of the property to Habitat for Humanity of Central Iowa (HHCI) in the amount of \$25,000. This opportunity to collaborate with Habitat for Humanity of Central Iowa will represent the **sixth** endeavor for both Habitat and the City of Ames. This project will allow the City to continue to address one of the priority goals outlined in the both the 2008-09 Annual Action Plan and in the 2004-2009 CDBG Consolidated Plan.

Attached is the contract for sale agreement between the City and Habitat that outlines the conditions under which the property will be sold. The Finance Department has reviewed and accepted Habitat for Humanity of Central Iowa's 2008 Annual Audit Report.

ALTERNATIVES:

1. The City Council can approve the contract for sale agreement of City-owned property located at 3803 Minnetonka Avenue to Habitat for Humanity of Central Iowa for affordable housing at a cost of \$25,000.
2. The City Council can deny approval of the proposed contract.

MANAGER'S RECOMMENDED ACTION:

It is the recommendation of the City Manager that the City Council approve Alternative #1. This alternative approves the contract for sale agreement of City-owned property located at 3803 Minnetonka to Habitat for Humanity of Central Iowa for affordable housing at a cost of \$25,000.

**AGREEMENT BETWEEN THE CITY OF AMES AND
HABITAT FOR HUMANITY OF CENTRAL IOWA, INC.,
FOR PURCHASE AND REHABILITATION OF PROPERTY AT
3803 MINNETONKA AVENUE, AMES, IOWA**

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

WHEREAS, the City wishes to utilize community development block grant funds to acquire real property for rehabilitation and use as owner-occupied housing for income-qualified homebuyers to further the goals and objectives of the City's 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 of residential structures;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. CITY'S OBLIGATIONS

A. Purchase of Property.

The City agrees to secure the purchase of property legally described as Lot 11, Southdale Third Addition to Ames, Iowa, and locally known as 3803 Minnetonka Avenue (hereinafter "Property") and to retain ownership of that Property until sold to Habitat under the conditions described herein.

B. Access to Property.

The City agrees to grant to Habitat immediate and continuing access to the property for the purpose of rehabilitation of the property. Access for the purpose of rehabilitation shall also be granted to Habitat's agents.

All supervisory persons working for or assisting Habitat in the rehabilitation of the property shall complete a Lead Safe Work Practices training prior to beginning any rehabilitation work on the property.

C. Technical Assistance.

Upon request, 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, and 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 rehabilitation of the property, payment of sums set out at Section II.A(1), and agreement to sell the property on or before June 30, 2010 to qualified home buyer as set forth hereafter.

F. Property Taxes.

Property taxes until transfer of title to Habitat will be the responsibility of the City.

G. 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 transferred in their names within one week of the approval of this Agreement.

II. HABITAT'S OBLIGATIONS

A. Compensation for Purchase.

(1) Habitat agrees to pay the City of Ames \$25,000.00 for the property. Habitat agrees that it shall pay to the City a non-refundable down payment of \$2,500.00 (10% of the purchase price) for the property. This down payment shall be placed into an escrow account immediately as a pre-condition to Habitat being granted access to the property, and Habitat shall grant the City authority to confirm and verify the status of this account with the financial institution. The balance of \$22,500.00 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, any permit fees, and other expenses related to the conveyance of the property.

(2) In Kind Compensation

Habitat agrees to provide all materials, labor, and services as are necessary to rehabilitate the property to the standards described at Section II.B so that it is safe and habitable for residential use.

(3) Habitat agrees to accept payment responsibility for all utility services, including but not limited to electric, water, sewer, and gas, as soon as the City purchases the property, and further agrees to transfer those services for billing purposes to Habitat promptly on receipt of notice from the City.

(4) Habitat agrees to include the following improvements to the property. (See attached Attachment A.)

B. Performance Standards.

The property shall be rehabilitated 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 rehabilitation plans to the Planning and Housing Department for written approval before applying for a building permit.

C. Completion of Rehabilitation and Sale to Qualified Homebuyers.

Promptly upon completion of the rehabilitation, Habitat shall give notice to the City of completion. Habitat shall then sell the Property to a qualified homebuyer whose gross annual income is at or below 80% of the Story County median income as established by HUD as set forth in Attachment B incorporated by reference into this Agreement.

Habitat shall give the City written notice of the date of the pending sale and provide documentation in a format prescribed by the City establishing that the selected homebuyer meets the eligibility requirements set forth in the above paragraph. Habitat further agrees that the Property shall be sold to subsequent buyers that meet the requirements set forth in the above paragraph for a period of seven (7) years from the date of purchase by Habitat. Habitat further agrees that it will include in its mortgage documents to 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 seven (7) 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) 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 Borrowers. However, at the time of the 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 Borrowers with their fund will be repaid to the Borrowers. If Lender, or its successor in interest, fails to exercise the right to purchase set forth in this Paragraph, Borrowers, may sell or convey the Property to any party making a bona fide offer.

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

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.

D. Completion Date and Terms.

Habitat shall be permitted to commence rehabilitation as soon as it has paid the down payment to the City. Habitat shall complete the rehabilitation of the property by May 31, 2010. Habitat shall promptly sell the property to qualified homebuyers on or before June 30, 2010.

Within thirty (30) 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 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, the 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. The certificate of insurance shall include a statement guaranteeing that the insurance company will notify the Housing Coordinator within 30 days of the lapse of said policy. 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.

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

(4) 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 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 final project costs and funding sources, and household characteristics as required by the City for reporting to HUD's IDIS system.

G. 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 City shall be given by ordinary mail.

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

III. NON-PERFORMANCE

A. Performance Obligation.

Until June 30, 2017, Habitat shall, in a manner satisfactory to the City, fulfill its stated purpose as outlined in II.C. of this Agreement and provide continued service.

B. Limitation on Resale.

Habitat agrees the documents of its initial sale of the Property to a qualified Homebuyer outlined in II.C. will include provisions to restrict any subsequent sales during the duration of this Agreement by imposing an agreed upon resale ratio that

will insure that the Property will be affordable to a Homebuyer who meets the income limits outlined in II.C. of this Agreement.

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 June 30, 2017 without written concurrence of the City; but in such event, Habitat shall repay to the City the City's original purchase price of \$109,500.00 or, if Habitat discontinues its program, Habitat shall repay to the City the City's original purchase price of \$109,500.00 or show proof that the Property will continue to be occupied by an eligible household as outlined in II.C. of this Agreement.
- (2) In the event that Habitat wishes to assign the mortgage to a qualified lending institution, the obligation that the property remain under ownership to a qualified buyer as outlined in paragraph II.C. of this Agreement continues and Habitat shall assure that obligation is transferred to the assignee.

D. Discontinuance of Habitat.

In the event Habitat discontinues its services prior to June 30, 2017, the value of the pro-rated 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, then the 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 observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by the City to the Habitat (or for a period of sixty (60) 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), then the City may declare that Habitat is in default hereunder and may take any one or more of the following steps, at its options:

- (1) by mandamus or other suit, action, or proceeding at law or in equity, require the Habitat perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or violation of the rights of the City hereunder, or obtain damages caused by the City by any such default;
- (2) have access to and inspect, examine and make copies of all books and records of the 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 the Habitat of any funds previously disbursed under the Home Ownership Agreement; and
- (4) take whatever other action of law or in equity may appear necessary or desirable to enforce the obligations, covenants, and restriction of the 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 to 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;

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

Habitat shall assist the City in complying with all applicable environmental assessment historic preservation requirements of HUD and the State Historic Preservation Officer 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.

The 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" do 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 Sec. 570.208(a) that either:

- (1) Have income eligibility requirements limited 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 the 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 30 days after the giving of such notice unless such default or defaults are remedied within such cure periods. The City shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 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 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 awarded 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 herefrom.
- 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 federal 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 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.

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 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 _____, 2009.

CITY OF AMES, IOWA

By: _____
Ann H. Campbell, Mayor

Attest by: _____
Diane R. Voss, City Clerk

STATE OF IOWA, STORY COUNTY ss:

On this _____ day of _____, 2009, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known, and, who, being 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. _____ adopted by the City Council on the _____ day of _____, 20____, and that Ann H. Campbell and Diane R. Voss 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.

Notary Public in and for the State of Iowa

HABITAT FOR HUMANITY OF CENTRAL IOWA, INC.

By: _____
Dale Olson, Board President

By: _____
Sandi Risdal, Executive Director

STATE OF IOWA, STORY COUNTY ss:

On this _____ day of _____, 2009, before me, a Notary Public in and for the State of Iowa, personally appeared Dale Olson and Sandi Risdal, 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 Dale Olson and Sandi Risdal 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

APPROVED AS TO FORM
BY Judy K. Parks
JUDY K. PARKS
ASSISTANT CITY ATTORNEY

ATTACHMENT A
REHABILITATION IMPROVEMENTS TO BE COMPLETED BY
HABITAT FOR HUMANITY OF CENTRAL IOWA

1. Install new quality maintenance free siding and flashing (including "wrapping" with tyvec or equal) on the property including all windows, doors, trim, soffits, and fascia.
2. Install new shingles on house.
3. Install new front and rear entry doors and storm doors.
4. Install new windows including basement windows.
5. Repair/replace soffit and fascia as required.
6. Replace gutters and downspouts on house.
7. Install decorative shutters.
8. Repair attachment of the exterior rear deck to property.
9. Install additional landscaping and cosmetic work as need (not to exceed \$1,000.00).
10. Install additional insulation in attic to approximately R-41.
11. Inspect existing air conditioner and retained in good working order.
12. Upgrade electrical system to include 150 amp service (possibly a pushmatic), properly rerun NM cable to rear exterior outlet, and replace conduit to west outdoor outlet.
13. Install hard-wired interconnected smoke detectors on all levels and in bedrooms.
14. Update areas in kitchen to include installation of GFCI protection for kitchen outlets, trap on kitchen sink, fixtures and kitchen counter top and cabinets.
15. Install new adequate size water heater.
16. Install new dryer vent system.
17. Re-route and extend to exterior radon vent from sump.
18. Check and repair exposed portions of concrete block around foundation.
19. Any additional items that will need permits and/or brought in code compliance.
20. Rehabilitate property in compliance with HUD's Energy Star Standard, where possible.

This list is not exhaustive. Other items that become apparent during the rehabilitation of the subject property may be added to this list by mutual consent of the parties.

A walk through pre-final inspection by the City will be required within 3-4 weeks prior to the rehabilitation deadline (on or before April 30, 2010). A final inspection will be required on or before May 31, 2010 to verify all items have been completed. Final to adhere to these deadlines may cause the agreement to become null and void.

ATTACHMENT B
2009 Program Income Limits*

HOMEBUYER ASSISTANCE PROGRAM 80% of Story County Median	
Family Size(s)	Gross Income Cannot Exceed
1	\$41,050
2	\$46,900
3	\$52,800
4	\$58,650
5	\$63,350
6	\$68,050
7	\$72,750
8	\$77,400

* subject to change annually