DEVELOPMENT AGREEMENT

THIS AGREEMENT made on or as of the ____ day of August 2021 by and between the City of Council Bluffs, Iowa (hereinafter referred to as "City") and Turn the Paige Investments LLC (hereinafter referred to as "Developer").

WHEREAS, Developer has entered into a contract for the purchase of real estate located in the City of Council Bluffs, which is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, the Developer proposes to construct an affordable single family development on said Property (hereinafter referred to as the "Project") that requires further subdivision; and

WHEREAS, improvements to the area legally described as Lot 1, Franklin Heights Subdivision, City of Council Bluffs, Pottawattamie County, Iowa (hereinafter referred to as the "Public Improvements") are necessary to support the construction of additional affordable housing on the Property; and

WHEREAS, the parties desire to establish between themselves their various rights, obligations, duties and responsibilities.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby convenant and agrees with the other as follows:

Article I – Agreement

1. The Developer shall acquire the Property on or before February 1, 2022. An extension of six (6) months may be requested by the Developer to accommodate any delays related to infrastructure construction delays, supply issues and market conditions.

2. The City will complete plans and specifications for the infrastructure improvements on the Property.

3. The City will request bids for the infrastructure improvements as outlined in Exhibit "B." The City will monitor improvements and ensure all work is completed per plans and specifications.

4. The City will replat the Property into 27 buildable lots and five outlots to accommodate the Project consistent with the Municipal Subdivision Code. Covenants and restrictions (including Minimum Building Standards) will be filed with the final plat for Hillside Estates Subdivision.

5. Upon completion of the infrastructure improvements, the Developer shall purchase the property from the City for two-hundred, seventy-five thousand dollars ($275,000.00) as approved in Resolution 20-235. A down payment of 10% was provided August 10, 2020. This shall be credited toward the purchase amount.

6. Developer shall cause the construction of a minimum of twenty-seven (27) single-family residential structures on the Property over a four (4) year period. Developer shall construct the single-family structures with plans approved by the City as adopted in Resolution 21-147. Minimum plan specification requirements are outlined in the covenants. All lots are sold in an as is condition. Contractors are responsible for completing their own due diligence on these properties. Although the building pad locations have been over excavated and compacted, developers should understand this is a

redevelopment site and be prepared for possibly discovering miscellaneous construction debris, rubble, rocks, natural vegetation (i.e. roots, etc.). The City offers no warranties or guarantees of lot condition. It is incumbent upon the developer to satisfy themselves as to the acceptability of the property.

7. A minimum of fourteen (14) of these structures (51%) shall be constructed and sold to low and moderate-income buyers as defined by the U.S. Department of Housing and Urban Development. Applications will be made to the Housing Infill Program administered by the NWHS for down payment assistance. However, the City does not guarantee the availability of assistance through the Housing Infill Program. All structures shall be completed and ready for occupancy by December 31, 2025. The final sales price of each structure sold to low and moderate-income households shall be established by through the Housing Infill Program. The maximum price of said 14 structures shall be less than $171,000 or as approved by the Community Development Director.

8. All units constructed shall be sold by the Developer to private persons for owner occupancy only. No units shall be maintained for rental, cooperatives or condominiums. Should the Developer wish to retain any units for any of these purposes, Federal Labor Standards Provisions shall apply to all units constructed.

Article II – Other Conditions

1. Developer shall be responsible for the installation of necessary private infrastructure, communication and energy utilities. This includes water main taps, sanitary sewer line, electrical, natural gas and telecommunications. All new utilities shall be placed underground.

2. Developer will develop the Project consistent with the City's ordinances governing residential construction, subdivision, and zoning. At Developer's expense, sidewalks shall be installed concurrent with the construction of individual residential structures.

3. Upon completion and sale of each single-family structure, the Developer agrees to provide documentation on the low and moderate-income benefit to the Community Development Department.

4. Developer intends to construct structures on all lots and agrees that no lot within the Project will be sold for more than fair market value. The City shall have the first right of refusal on any lot sold to other for-profit development entities

5. The City will provide assistance to the Developer in making application for Workforce Housing Tax Incentive Benefits to the Iowa Department of Economic Development. This shall be done prior to the start of any construction of the single-family structures. Further, Workforce Housing Tax Incentives will not be provided to other development entities.

6. The Developer agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning the CDBG Program and all federal regulations and policies issued pursuant to these regulations attached hereto as Exhibit "C". The Developer further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

7. Developer shall provide to the City documentation that they are not suspended or debarred by the U.S. Department of Housing and Urban Development or by the City of Council Bluffs. The Developer must also agree to only utilize subcontractors who are not suspended or debarred.

Article III – General Provisions

1. This Agreement shall be interpreted according to the laws of the State of Iowa.

2. Any notice, demand, or communication under this Agreement by either party to the other shall be sufficiently given if it is dispatched by regular mail, postage prepaid, or delivered personally as follows:

IN THE CASE OF THE DEVELOPER, TO:	IN THE CASE OF THE CITY, TO:
Jarrod McIntyre Turn the Paige Investments, LLC 19627 Brookside Lane Gretna, Nebraska 68028 706-206-2914	Courtney Harter, HED Manager City of Council Bluffs 209 Pearl Street Council Bluffs, Iowa 51503 712-890-5350

3. Performance Monitoring – The City will monitor the performance of the Developer against the goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Developer within a reasonable period of time after being notified by the City, suspension or termination procedures will be initiated. The Developer shall permit the City to examine and inspect the construction work.

4. Independent Contractor – Nothing contained in this agreement is intended to, or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Developer shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers Compensation Insurance as the Developer.

5. Hold Harmless – The Developer shall hold harmless, defend and indemnify the City, its officers, employees and agents from any and all liability, loss, cost, damage, expense, claims, actions, suits, charges and judgments (including reasonable attorney's fees and court costs) whatsoever that arise out of the Developer's performance or nonperformance of the services, or resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the Developer, his/her employees, or agents specific to the performance of this agreement.

6. Workers' Compensation – The Developer and its contractors shall provide Workers Compensation Insurance coverage for all employees involved in the performance of this agreement.

7. Insurance and Bonding – The Developer shall comply with the bonding and insurance requirements of the City's Building Department.

8. Grantor Recognition – If undertaken, the Developer shall provide appropriate recognition of the role of the City in providing services through this contract at ground breaking ceremonies or media releases.

9. Amendments – The City or Developer may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this agreement, nor relieve or release the City or Developer from its obligations under this agreement. The City may, at its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement,

such modifications will be incorporated only by written amendment signed by both the City and Developer.

10. Suspension or Termination – The City may suspend or terminate this agreement, in whole or in part, if the Developer materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Developer ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Developer is in noncompliance with any applicable rules or regulations, the City may withhold funds until such time as the Developer is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

11. Assignability – The Developer shall not assign or transfer any interest in this agreement without prior written consent 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.

12. Code of Conduct – No officer, employee, or agent of the City shall participate in the selection, award, or administration of a contract supported by federal or state grant or loan funds, if a conflict of interest, real or apparent, would be involved. Unless a more restrictive provision of federal or state law should apply, such conflict would arise when: 1) the employee, officer, or agent; 2) any members of his/her immediate family; 3) his/her partner; or 4) an organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award. Additionally, neither the City's officers, employees, nor agents solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or subcontractors beyond that allowed by applicable federal and state laws.

IN WITNESSES WHEREOF, the City and Developer has caused this Agreement to be duly executed as of the date and year first above written.

"City"
City of Council Bluffs

By: _____
Matthew J. Walsh, Mayor

STATE OF IOWA)
COUNTY OF) SS
POTTAWATTAMIE COUNTY)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public duly commissioned and qualified in an for the above county and state, personally appeared Matthew J. Walsh, Mayor, known to me to be the identical person whose name is affixed to the foregoing instrument as such officer and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

_____
NOTARY PUBLIC

"Developer"

Turn the Paige Investments LLC

By: _____
Jarrod McIntyre

STATE OF IOWA)
COUNTY OF) SS
POTTAWATTAMIE COUNTY)

On this _____ day of _____ , 2021, before me, the undersigned, a Notary Public duly commissioned and qualified in an for the above county and state, personally appeared Jarrod McIntyre, known to me to be the identical person whose name is affixed to the foregoing instrument as such officer and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

_____
NOTARY PUBLIC

Exhibit A
Property

Franklin Heights

Lot 1, Franklin Heights Subdivision, City of Council Bluffs, Pottawattamie County, Iowa.

Exhibit B
Property Map



Exhibit C
Preliminary Subdivision Plan

To be added upon approval.

Exhibit D
CDBG Requirements

ADDITIONAL CDBG PROGRAM CONDITIONS

For the purposes of this Exhibit, Turn the Paige Investments LLC ("the Developer") shall be referred to as subrecipient.

1. Access and Maintenance of Records

The contractor must maintain all required records for seven years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
  States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.

- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
  Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
  Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
  Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.

- Federal Executive Order 11246, as amended by Executive Order 11375. Provides that no one be discriminated in employment.

- Federal Executive Order 11063, as amended by Executive Order 12259.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 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 cooperative agreement.

ii. 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, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Standards and Policies Relating to Energy Efficiency

Pub. L. 94-163, 89 Stat. 871

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF $10,000

In addition to the preceding provisions, all contracts in excess of $10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's

commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF $100,000

In addition to the preceding provisions, contracts in excess of $100,000 shall require compliance with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
Section 508 of the Clean Water Act (33 U.S.C. 1368).
Executive Order 11738.
EPA Regulations - 40 CFR, Part 15.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the

Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF $2,000

In addition to the preceding provisions, all construction contracts in excess of $2,000 must include the Federal Labor Standards Provisions (verbatim) found in Exhibit D under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Subrecipient acknowledges receipt of Additional CDBG Program conditions on this ____ day of _____, 2021.

By: _____
Jarrod McIntyre

Fed.I.D.#: _____

Exhibit E
Federal Labor Standards

Federal Labor Standards provided on following pages. The Project shall be exempt from Federal Labor Standards on the construction of the single-family housing units only if all units are sold to private individual parties for owner-occupancy. No units shall be maintained for rental, cooperatives or condominiums.

By: _____
Jarrod McIntyre

Date: _____

Exhibit F
Section 3

HOUSING AND URBAN DEVELOPMENT ACT OF 1968
SECTION 3 CLAUSE

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

By: _____
Jarrod McIntyre

Date: _____