

We're on for you.

CRESTON, IOWA

Community Involvement and Investments

Creston Operating Center

- Electric and natural gas service center located at 208 West Taylor Street
- 22 employees including managers, supervisors and field personnel

Alliant Energy Foundation Support of Creston (2000-2009): \$ 28,246

- Corporate Contributions and Foundation Grants

Electric Infrastructure Investments in Creston (2002-2009): \$ 2,863,501

- In 2009, our crews responded to 122 electric outage calls. The average restoration time, excluding major storms, was 67 minutes

Natural Gas Infrastructure Investments in Creston (2002-2009): \$ 653,928

- In 2009, our crews responded to 109 emergency natural gas call with an average response time of 17.4 minutes

Economic Development Creston, IA (2000-2009): \$37,167

- Assisted Union County Development Association through annual dues, conference sponsorship and the Community Partners Identification, Cooperative Advertising, Housing Assessment Grant, Impact Analysis, Industrial Marketing Support, Labor Survey Support, Professional Scholarships, Regional Partnership Support, Trade Show Assistance and Workforce Development partnership programs
- Includes \$427 through the Industrial Marketing Support partnership program for a joint marketing effort between Union and Clarke counties
- In 2006, held a "Get your small community booming" workshop in Creston, attended by over 125 people from small to mid-size communities.
- Invested an additional \$3,000 in the South Central Iowa Partnership, a 5-county region including Union county

Creston and Union County Property Taxes:

- Creston \$ 259,701
- Union County \$ 412,534
- Fiscal year June 2007 – July 2008

Creston Energy-Efficiency Program Involvement (1998-2009):

- Number of Rebates: 4,747
- Customer Incentive Payouts: \$ 1,597,895
- Local Dealer Incentives: \$ 153,022

Hometown Care Energy Fund (2000-2009, Union County): \$ 8,997 was donated for low-income heating assistance from Alliant Energy customers in Union County

1-800-ALLIANT Call Center (2009): 14,296 calls from Creston customers to report outages, ask billing questions, request for services and other such topics

Creston and Union County Tree Planting Program Participation:

- Branching Out with Trees Forever: 16 years of participation, \$ 110,575 in grants
- Operation Re Leaf with Iowa DNR (Union County): 5 years of participation, investing \$ 150,750 by planting 2,010 trees

DOWNTOWN GRAPHICS NETWORK INC.

1409 S FULTON STREET
 PO BOX 4216
 SALISBURY, NC 28145-4216
 USA

Voice: 800/884-0855
 Fax: 704/637-0855

QUOTATION

Quote Number: 03046
 Quote Date: Apr 22, 2010
 Page: 1

Quoted To:
CRESTON CHAMBER OF COMMERCE 208 WEST TAYLOR ST PO BOX 471 CRESTON, IA 50801 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
50801	5/22/10	Net 10 Days	00KD

Quantity	Item	Description	Unit Price	Amount
100.00	ROD-30	WINDEFLECTS 30" FIBERGLASS ROD ASSEMBLY WITH SHOE AND STAINLESS SEEL BOLTS	29.40	2,940.00
250.00	BAND-STAINLESS STEEL	STAINLESS STEEL BANDS USED FOR ALL BRACKET ASSEMBLIES-EXTRA LONG SCREW TYPE BANDS-1 CARTON (250 PCS)	4.88	1,220.00
			Subtotal	4,160.00
			Sales Tax	
			Freight	122.70
			TOTAL	4,282.70



SOUTHERN IOWA COUNCIL OF GOVERNMENTS

Southern Iowa Development Group, Inc.
Southern Iowa COG Housing Trust Fund, Inc.

P.O. Box 102
101 East Montgomery St.
Creston, Iowa 50801-0102

Telephone 641.782.8491
Facsimile 641.782.8492
e-mail SICOG@sicog.com

Mike King, Chairperson
Union County
Amy Lampe, Vice-Chair
Clarke County
Mark Olive, Secretary
Adams County
David Ferris, Treasurer
Taylor County
J. R. Cornett
Decatur County
Joan Acela
Madison County
Kurt Shaha
Ringgold County
Michael Cooley
Fontanelle, Orient,
Bridgewater & Adair
Heidi Burhans
Private Representative
Wayne Norland
Private Representative
William Trickey
Private Representative
Beth Waddle
Private Representative
Stacy Gibbs
Member-At-Large

April 26, 2010

City of Creston
C/O City Admin. Mike Taylor
116 W. Adams
P.O. Box 449
Creston, Iowa 50801

Mike,

This letter will serve as a follow-up to the inspection made at 801 W. Jefferson Street in Creston. I would like to thank Kevin Kruse for showing Mike Helgerson and myself the property.

At this time I would like to inform you that this property has too many needs to consider rehabilitation.

My inspection starts with the mechanical items. The furnace, Electrical, Plumbing, those items could run in excess of \$20,000 installed.

Many of the windows are broken or parts missing. Cost to replace windows could be in excess of \$6,500 dollars installed.

The roof on the attached garage is newer steel material. It was not installed correctly and needs to be removed and installed properly. Cost to remove and reinstall would be 3,000. The front porch roof is also very rotted and needs a lot of attention.

The soffit and fascia are very rotted and would need to be replaced and or repaired before we could cover it with metal soffit and fascia. We need something solid to adhere to when installing new materials.

This property has many partitions and dangerous floor levels. It would be impossible to try to straighten the floors. When an addition was added the person or persons conducting the work did not put in support beams (HEADERS) and the cost to install the supports and the flooring would be astronomical. This property has too many needs for rehabilitation for the amount of funding needed.



Grantsmanship

Planning

Technical Assistance

It would be very hard to bring this property up to SECTION EIGHT (8) and HUD standards for a reasonable amount of funding.

The city could utilize their NSP funds to demolish the home and construct a new home at the same location. I feel the city has several options available.

If you have any questions please contact me at 782-8491.

Sincerely,

A handwritten signature in black ink that reads "Doug Davidson". The signature is written in a cursive style with a large, prominent "D" at the beginning.

Doug Davidson
Housing Rehabilitation Specialist

SICOG Contract Number: CDBG-HSG-SICOG401

**AGREEMENT BETWEEN
CRESTON, IOWA
AND
SOUTHERN IOWA COUNCIL OF GOVERNMENTS
FOR
GENERAL ADMINISTRATIVE SERVICES**

This is AN AGREEMENT made as of the 4th day of May, 2010, by and between the City of Creston, hereinafter called the "Grantee", and Southern Iowa Council of Governments, hereinafter called the "Administrator".

Administrator intends to provide comprehensive administrative management services for the Grantee's Community Development Block Grant - **Housing Fund (Proj. # 09-HSG-022) funded under the Iowa Department of Economic Development's Community Development Block Grant Program**, hereinafter called the "project". Grantee and Administrator in consideration of mutual covenants herein agree in respect of the performance of professional administrative services by the Administrator and the payment for those services by Grantee, as set forth below.

Administrator shall serve as Grantee's professional administration representative in those phases of the project to which this agreement applies, and will give consultation and advice to Grantee during the performance of his services.

SECTION I - TERMS AND CONDITIONS

1.1 It is agreed between the parties hereto that the Grantee hereby retains and employs Southern Iowa Council of Governments to perform all grant administration/management services associated with the Project, subject to the terms and conditions stated below.

SECTION II - PERSONNEL

2.1 The administrator represents that they have, or will provide all necessary personnel to perform the services provided under this contract.

SECTION III - SCOPE OF SERVICES

3.1 The Administrator shall perform all mutually agreed upon and necessary services required to carry out grant administration/management as set forth in the following Scope of Services.

3.2 General Provisions

- 3.21 Assure understanding of terms and conditions of the Iowa Department of Economic Development Grant Agreement.
- 3.22 Identify applicable federal and state laws and regulations.
- 3.23 Assist in complying with federal and state requirements.
- 3.24 Assist in preparing documents, notices and certifications necessary to receive grant funds.

3.3 Environmental Review

- 3.31 Assist in determining the need for an Environmental Assessment.
- 3.32 Prepare, maintain and update the Environmental Review Record.

3.4 Financial Management

- 3.41 Assist in establishing and maintaining a financial management system.
- 3.42 Assist in preparing required financial management and accounting documents.
- 3.43 Assist in assuring compliance with federal and state internal control and accountability procedures.

3.5 Project Files and Record Retention

- 3.51 Establish and maintain project files and record retention system.
- 3.52 Assist in assuring compliance with federal and state project file and record retention procedures.

3.6 Program Implementation

- 3.61 Assist in preparing proposal to obtain professional services as required.
- 3.62 Assist in coordinating professional and contractor activities during conduct of project.
- 3.63 Monitor and evaluate project progress so as to facilitate compliance with applicable federal and state laws and regulations.
- 3.64 Attend meetings of the Grantee governing body as needed.
- 3.65 Represent the Grantee at meetings and with other parties or interests, as required.

3.7 Financial Management

- 3.71 Monitor project files and associated records regularly.
- 3.72 Assist in reviewing and monitoring project-related transactions and records for compliance purposes.
- 3.73 Assist with drawdown procedures including preparation of drawdown requests and disbursements of project funds.
- 3.74 Assist in preparing monthly expenditure reports.
- 3.75 Assist in executing budget amendments.

3.8 Project Files and Record Retention

- 3.81 Monitor project files and associated records regularly.
- 3.82 Assist in executing amendments or modifications to the program schedule or project activities.
- 3.83 Assist in meeting with IDED personnel during on-site monitoring visits.
- 3.84 Assist in resolving monitoring findings.

3.9 Program Close-Out

- 3.91 Assist in preparing and submitting a Grantee Performance Report.
- 3.92 Assist in providing information to establish compliance with applicable regulations.
- 3.93 Assist in preparing and submitting information to secure an IDED Certificate of Completion.

3.10 Financial Management

- 3.101 Assist in determining status of all financial transactions.
- 3.102 Assist in providing information to auditor to establish compliance with financial requirements.
- 3.103 Assist in closing out all financial documents and reports.

3.11 Project Files and Record Retention

- 3.111 Assist in completing and compiling all file information for audit purposes.
- 3.112 Assist in closing out all project files and associated records.

SECTION IV - BASIC SERVICES

4.1 The Administrator's fee for GENERAL ADMINISTRATION services enumerated under subsections 3.2 through 3.11 of Section III for the activities shall be a hourly cost basis for work performed not to exceed **\$19,000**. This fee includes all normal expense and is based upon proceeding with the Projects, substantially unchanged in scope and character after initial authorization by the Grantee to proceed with the work.

4.2 In addition to payments as provided in SECTION IV paragraph 4.1. Grantee shall pay Administrator the actual cost of all reimbursable expenses incurred in connection with all Basic Services. Total compensation shall not exceed \$1,000.00.

4.3 As used in this section, the terms "payroll costs" and "reimbursable expenses" will have the meaning assigned to them in paragraphs 4.4 and 4.5.

4.4 General - The payroll costs used as a basis for payment mean the salaries and wages paid to all personnel engaged directly on the Project, including, but not limited to Provider, draftsman, typists; plus the cost of customary and statutory benefits including: but not limited to, social security, unemployment, excise and payroll taxes, workman's compensation, health and retirement benefits, sick leave, vacation and holiday pay. For the purpose of this agreement, the principals of Provider and their hourly payroll costs are: Director - \$60.64, Senior Planner - \$24.12, Regional Planner - \$18.77, Housing Specialist - \$21.80, Finance Director - \$25.86, Regional Planner II- \$18.23, and Secretarial and Support Personnel - \$13.53. These amounts are based an hourly payroll cost times a factor of 1.23 for all principals and employees through September 30, 2008, and shall be thereafter adjusted to reflect actual audited expenditures.

4.5 Reimbursable expenses mean the expenses incurred directly or indirectly in connection with the Project for: telephone calls, fax and telegrams; transportation and subsistence; reproduction of file material; supplies; Electronic Mail (E-Mail); and similar Project-related items in connection with the Project.

4.6 Additional Services - Any service required by the CDBG Program or requested by the Grantee, and not otherwise provided herein, shall be performed and compensated for as agreed between the parties. The Grantee shall compensate the Administrator for additional services provided under Section III subsections 3.2 through 3.11 on the basis of an hourly payroll cost times a factor of 1.23 for all principals and employees through September 30, 2008, thereafter adjusted to reflect actual audited expenditures.

4.7 Time of Performance - The services of the Administrator shall commence upon the effective date of this contract, and shall be completed on the end date of the IDED contract.

SECTION V – Contract Provisions

5.0 Termination of Contract for Cause - If, through any cause, the Administrator shall fail to fulfill in timely and proper manner his obligations under this Contract or if the Administrator shall violate any of the covenants, agreement, or stipulations of this Contract, the City shall there upon have the right to terminate this Contract by giving written notice to the Administrator of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Administrator under this Contract shall, at the option of the City, become its property and the Administrator shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Administrator shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Administrator, and the

City may withhold payments to the Administrator for the purpose of set-off until such time as the exact amount of damages due the City from the Administrator is determined.

5.1 Termination for Convenience of the City - The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Administrator. If the Administrator is terminated by the City as provided herein, the Administrator will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Administrator, Paragraph 1 hereof relative to termination shall apply.

5.2 Changes - The City, may from time to time, request changes in the scope of services of the Administrator to be provided hereunder. Such changes, including any increase or decrease in the amount of the Administrator's compensation, which are mutually agreed upon by and between the City and the Administrator, shall be incorporated in written amendments to this Contract.

5.3 Assignability - The Administrator shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money by the Administrator from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

5.4 Reports and Information - The Administrator, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to work or service undertaken pursuant to this Contract, the costs and obligations, incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

5.5 Records and Audits - The Administrator shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for five (5) years after the expiration of this Contract.

5.6 Findings Confidential - All of the reports, information, data, etc., prepared or assembled by the Administrator under this Contract are confidential and the Administrator agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5.7 Copyright - No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Administrator.

5.8 Compliance with Local Laws - The Administrator shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Administrator shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Administrator.

5.9 Equal Employment Opportunity - During the performance of this Contract the Administrator agrees as follows:

a. The Administrator will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, 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 Administrator agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discriminatory clause.

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

c. The Administrator will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Administrator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Administrator will furnish all information and reports required by Executive Order 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 City's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Administrator's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this agreement may be canceled, terminated or suspended in whole or in part and the Administrator may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Administrator will include the provisions of paragraphs (a) through (g) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Administrator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, the Administrator may request the United States to enter into such litigation to protect the interests of the United States.

5.10 Civil Rights Act of 1964 - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

5.11 Section 109 of the Housing and Community Development Act of 1974 - No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

5.12 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

a. 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. 1701u. 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.

b. 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 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

5.13 Interest of Members of a City - No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrator shall take appropriate steps to assure compliance.

5.14 Interest of Other Local Public Officials - No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrator shall take appropriate steps to insure compliance.

5.15 Interest of Administrator and Employees - The Administrator covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Administrator further covenants that in the performance of this Contract, no person having any such interest shall be employed.

5.16 Additional Contract provisions

The Administrator must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
- Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 34).
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
- The Age Discrimination Act of 1975~ as amended (42 U.S.C. 1601 et seq.)
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. g3-112, 29 U.S.C. 794).
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
- Title VIII of the Civil Rights Act of 1968, as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259.
- Federal Executive Order 11246, as amended.
- 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.

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:

- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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."

SECTION VI

The effective date of this Agreement is August 21, 2009. Services will conclude on at the conclusion of the IDED contract.

IN WITNESS WHEREOF, the parties to these present have hereunto caused these present to be executed the day and the year first mentioned above.

Date: _____

City of Creston, Iowa

ATTEST:

_____, Mayor
Warren Woods

_____, City Administrator

Mike Taylor

Timothy J Ostroski

Dated: _____

Southern Iowa Council of Governments

_____, Director

Attachment A
REQUEST FOR PROPOSALS
FOR OWNER OCCUPIED HOUSING REHABILITATION
TECHNICAL SERVICES
CITY OF CRESTON - 09-HSG-022

1.0 General Information

- 1.1 The purpose of this Request for Proposals is to solicit proposals to provide technical services for the Community Development Block Grant awarded to the City of Creston to rehabilitate a minimum of 8 existing, owner-occupied homes. Complete technical services specifications are in Exhibit 1A. The RFP will be used to select a firm or individual with whom to begin contract negotiations after and if the grant request is awarded.
- 1.2 The services will commence immediately upon award of grant or after March 15, 2009 and shall be completed by July 2011, unless an extension is approved by the City and the Iowa Department of Economic Development.
- 1.3 It is entirely the respondent's responsibility to examine this RFP, and to submit a proposal in a timely, complete, and procedurally correct manner.

2.0 Method of Payment

- 2.1 The contract amount is approximately \$24,000 for 8 completed projects. Partial payments may be made based on a schedule agreed upon by both the respondent and the City.

3.0 Instructions to Respondents

- 3.1 Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the services specified in this RFP apply.
- 3.2 The respondent shall pay for all materials, labor, tools and equipment, transportation, and all other services and facilities necessary to execute, complete, and deliver the work.
- 3.3 The City may order extra work or make changes to the work specifications without invalidating the contract. The contract amount may be adjusted accordingly and the value of such extra work shall be agreed upon by the respondent and the City.
- 3.4 The respondent must include the following items to clearly show ability of respondent to meet the work specification.
 - (a) Business or individual name of respondent;
 - (b) Federal tax identification or social security number of the respondent;
 - (c) Legal status of the respondent;
 - (d) Length of time the respondent has worked with similar housing programs;
 - (e) Name and experience/qualifications of individuals employed by the respondent;
 - (f) Copy of Sampling Technician certificate for all individuals working on the project;
 - (g) Office address and telephone number of the respondent;
 - (h) Name and telephone number of the individual employed by the respondent who will be responsible for day- to- day operations;

- (i) Any outstanding litigation that may threaten the viability of the respondent, as well as the frequency and types of litigation for the past five years involving the respondent.
- (j) A list of all subcontractors the respondent proposes to use and the amount of work to be performed directly by the respondent and each subcontractor shall be submitted.
- (k) At least two references for similar completed housing programs.
- (l) Any additional information the respondent believes should be part of the proposal.

4.0 Time Schedule

- 4/30/10** RFP published in the Creston Record News.
- 5/12/10** RFP received on or before 4:30 PM, May 12, 2010 at the City offices. Proposals will be opened at this time at the City offices, Creston, Iowa.
- 5/18//10** Anticipated date for announcement of award.

5.0 RFP Mailing Address

Proposals to be considered by the City should be mailed or delivered to:

Mike Taylor, City Administrator
 City of Creston
 116 W Adams Street
 Creston, Iowa 50801

6.0 Questions about this RFP

Questions regarding this RFP may be directed to *Michael Helgerson, Southern Iowa Council of Governments* at the 641.782.8491 or P.O. Box 102, Creston, Iowa 50801. A response, verbal or written, will be provided within five days of request.

7.0 Other RFP Provisions

- 7.1 A respondent shall not collude, consult, communicate, or agree with any other respondent to this RFP as to any matter relating to the proposal.
- 7.2 The costs related to the development and submission of a proposal are the full responsibility of the respondent and are not chargeable to the City.

8.0 Submission of Proposals

- 8.1 One (1) copy of the proposal shall be submitted under sealed cover and must be received at the address provided in Section 5.0 no later than

4:30 P.M. on May 12, 2010.
- 8.2 Any proposal received after this date and time will be rejected and returned unopened to the respondent. The outside cover of the RFP shall be marked:

**City of Creston Technical Services Proposal
(Name of Respondent)**

- 8.3 Amendments to a proposal will not be accepted after the time and date specified for the receipt of proposals in Section 8.1.
- 8.10 A respondent may withdraw a proposal by written notice on or before the exact time and date specified for the receipt of proposals in Section 8.1. Notice must be submitted to the address provided in Section 5.0.

9.0 Rejection of Proposals

- 9.1 The City may reject proposals, which do not conform to the requirements of this RFP. Proposals shall be rejected for reasons, which include, but are not limited to:
- (a) The proposal contains unauthorized amendments, either additions or deletions, to the requirements of this RFP;
 - (b) The proposal is conditional;
 - (c) The proposal is received late;
 - (d) The proposal is not signed by an authorized representative of the respondent;
 - (e) The respondent is not authorized to conduct business in Iowa;
 - (f) The proposal contains false or misleading statements or provides references that do not support an attribute, capability, assertion, or condition claimed by the respondent.

10.0 Proposal Evaluation

- 10.1 The City will award a contract to the most responsive, responsible respondent for the total project. The evaluation criteria will include, but is not limited to, the following:
- Respondent's experience and qualifications
 - Ability to manage the project
 - Geographic location
 - Respondent's familiarity with the City
 - Respondent's ability to complete projects in a timely manner
 - Respondent is a MBE/WBE
 - Respondent is not on a state or federal debarred or suspended list

11.0 Contract Terms

- 11.1 The City, after determining the successful respondent, shall forward a contract to the successful respondent for execution. The contract shall be written in accordance with all requirements of Iowa law.

Exhibit 1A

WORK SPECIFICATIONS FOR TECHNICAL SERVICES

The minimum service expectations for this project are noted below:

1. Prepare application materials, process individual applications, and verify income and all other eligibility criteria for each applicant according to the Iowa Department of Economic Development's 2007 Housing Management Guide.
2. Perform initial inspections to determine what work items are needed to comply with HUD Lead Based Paint standards and Iowa Minimum Housing Rehabilitation Standards.
3. Prepare work specifications and descriptions for public bidding that are within the program budgetary limits.
4. Prepare and post as legal notice the Notice to Bid in the local newspaper. Notify the MBE & WBE as listed in the IDED Housing Management Guide.
5. Conduct pre-bid meeting and issue any addendums.
6. Mail out public bid materials to interested contractors and plan rooms. Identify the lead base paint and rehabilitation items for the specifications.
7. Prepare line item cost estimates.
8. Prepare any necessary change orders, including cost estimates for the changes.
9. Prepare construction contracts and obtain necessary signatures.
10. Perform ongoing quality control inspections during the construction and write notes in journal. Ensure that the contractor provides quality work and that the homeowner is pleased with the outcome.
11. Receive necessary lien waivers and ensure that they are accurate.
12. Provide lead based paint notices to homeowners.
13. Work with the homeowners on meeting the lead based paint requirements.
14. Ensure that the contractor complies with lead based paint Safe Work Practices.
15. Perform lead based paint clearance testing and provide certified lab results.
16. Prepare contractor and subcontractor Iowa Department of Economic Development eligibility forms.
17. Perform Section 106 Clearance process with State Historical Society of Iowa. Ensure that work fully complies with these expectations.
18. Schedule and attend housing committee meetings. Prepare record of meeting results.
19. Provide information on expenditures by unit for IDED quarterly reports.
20. Manage dispute resolution as identified in City's Administrative Plan.
21. Prepare, execute, and file mortgages on the properties.
22. Retain all records for at least 5 years following project completion.
23. Communicate with City and IDED grant administrator about the status of the projects.
24. Must subcontract to third party to perform After Rehab Valuation determinations – this cost is included in estimated contract price

Required Certifications/Training/Experience

1. Must be certified as a Sampling Technician or higher with the Iowa Department of Public Health.
2. Must have complete understanding of Iowa's Minimum Housing Rehabilitation Standards.
3. Must be a Notary Public
4. Must have a minimum of 10 years experience with similar housing programs.

**NEIGHBORHOOD STABILIZATION PROGRAM GRANT
SUBRECIPIENT AGREEMENT BETWEEN
CITY OF CRESTON
AND
HABITAT FOR HUMANITY OF UNION COUNTY**

THIS AGREEMENT is entered into effective the 4th day of May, 2010 by and between the CITY OF CRESTON (herein called the "Grantee") and HABITAT FOR HUMANITY OF UNION COUNTY (herein called "Subrecipient") to undertake the Community Development Block Grant ("CDBG") Neighborhood Stabilization Program ("NSP") as approved by the State of Iowa, Iowa Department of Economic Development ("IDED").

WHEREAS, Grantee, in conjunction with the Subrecipient, has applied for and has been awarded funds from IDED under the Housing and Economic Recovery Act of 2008 through the NSP; and

WHEREAS, Grantee and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking the NSP and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF PROJECT.

A. Activities.

Subrecipient shall undertake and complete the activities as set forth in Attachment A to this Agreement, which provides a description of each activity including the products to be provided and or services to be performed, and identifies the person or entity providing the services, the location of the activities, the recipients of the service, and the manner and means of the services.

B. National Objectives.

All activities funded with NSP funds must meet the CDBG NSP's income eligibility requirement of benefit to low- and moderate- and middle- income persons.

Subrecipient certifies that the activities carried out under this Agreement will meet the CDBG NSP income eligibility requirements as follows: all applicants will have incomes verified at or below 50% AMI.

II. SCOPE OF SERVICES.

A. General Administration.

Subrecipient will be responsible for the general administration of the NSP for Program Year 2008 activities set forth herein in a manner satisfactory to Grantee and consistent with the standards set forth in the Grant Agreement between Grantee and IDED. Such program will include the following activities eligible under the CDBG NSP:

1. Project Monitoring
2. Project Fiscal Management – Submission of Invoices and Payment of Contractors
3. Project Reporting

B. Levels of Accomplishment – Goals and Performance Measures.

Subrecipient shall be responsible to accomplish the levels of performance as set forth in Attachment A and report such measures as units rehabbed, units demolished, and persons or households assisted. Subrecipient shall also include time frames for performance to the Grantee as requested.

C. Performance Monitoring.

Grantee will monitor the performance of each Subrecipient against goals and performance standards as stated above. Subrecipient shall provide Grantee all necessary reporting information as required by IDEED in the administration and review of the Project(s). Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by Grantee, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Activities of the Subrecipient shall start on the 4th day of May 2010 and end on the 31st day of July of 2013 ("Project Period"). Given the immediate response nature of the CDBG NSP, all Projects shall be completed within the Project Period. Any Projects not completed as described may be subject to immediate recapture or reallocation.

IV. BUDGET

Neighborhood Stabilization Program Funds ("NSP Funds") shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the any reports required by IDEED, evidencing the costs incurred. Any and all interest earned on the NSP Funds shall be remitted to Grantee to remit, in turn to IDEED. If the NSP Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the NSP Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantee to refund, in turn, IDEED within thirty (30) days after the expiration or termination of this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless Grantee obtains satisfactory security from the vendor.

Project costs shall be paid in accordance with the budget allocations outlined in Attachment A. All costs incurred must be fully documented. In addition, Grantee may require additional detail budget breakdown. Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Any amendments to the budget must be approved in writing by both Grantee and Subrecipient and be in accordance with Grantee's Agreement with IDEED.

V. PAYMENT

Grantee shall provide NSP Funds in an amount not to exceed \$50,000 for the sole and express purpose of undertaking the Projects specified in Attachment A. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the NSP Funds. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section IV and Attachment A and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section IV and Attachment A and in accordance with performance.

Payments may be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21 or 85.21. Payment to Subrecipient of the NSP Funds shall be made upon the timely submission to Grantee of a "Request for Payment and Status of Funds Report." Grantee reserves the right to suspend payments should the Subrecipient fail to provide required reports in a timely and adequate fashion or if Subrecipient fails to meet other terms and conditions of this Agreement.

NSP Funds shall be deposited and maintained in a separate fund account upon the books and records of the Subrecipient (the "Account"). Subrecipient shall keep all records of the Account in a manner that is

consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantee may withhold payment allocation requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

VI. NOTICES

Notices required by this Agreement shall be made in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
Warren Woods, Mayor	Mike Lang, President
City of Creston	Habitat for Humanity of Union County
116 W Adams	800 N Sumner
Creston, IA 50801	Creston, IA 50801
641-782-2000	641-782-7922
641-782-6377	popeye1938@mchsi.com
mayorwoods@crestoniowa.org	

VII. REPORTING AND COMPLIANCE

A. Reporting Requirements

Subrecipient shall submit to Grantee the reports as required by the CDBG NSP and IDDED. All records of Subrecipient pertinent to the activities undertaken as part of this Agreement shall be maintained in accordance with 24 CFR 570.490 or 570.506 and the 2009 Iowa Housing Fund Management Guide (the "Guide"), which is not attached hereto but is incorporated herein by reference.

B. Records, Access and Maintenance

Subrecipient shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required by Grantee, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantee with respect to any questioned costs, audit disallowance's, litigation or dispute between IDDED and Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason Grantee shall require a review of the records related to the Project(s), Subrecipient shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

C. Inspections

At any time during normal business hours upon three (3) days prior written notice and as often as Grantee may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipients shall make available to Grantee, for examination, and to IDED, and appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantee to audit, examine and make excerpts or transcripts from such records.

D. Audits

NSP Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Subrecipient must follow the guidelines provided in the 2009 Iowa Housing Fund Management Guide. An audited Grantee and or Subrecipient shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period.

E. Use of Federal Grant Funds

Subrecipient acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to IDED for the purposes of performing the work and activities as listed in Attachment A. Subrecipient shall fully reimburse Grantee for any cost of the Subrecipient which is disallowed by any federal agency and which must be refunded thereto by Grantee and IDED.

VIII. GENERAL CONDITIONS

A. General Compliance.

Subrecipient agrees to comply with the requirements of Housing and Economic recovery Act of 2008 and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG including subpart K of these regulations, except that Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. Adherence to State and Federal Laws, Regulations

Subrecipient accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by the Grantee in the performance of the work and activities authorized by this Agreement. Subrecipient accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

C. Outstanding Liabilities

Subrecipient represents and warrants that it does not owe: (1) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (2) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

D. Falsification of Information

Subrecipient represents and warrants that it has made no false statements to the Grantee in the process of obtaining this award of the NSP Funds.

E. Equal Employment Opportunity

Grantee will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, sexual orientation, disability, age, political affiliation, familial status, or citizenship. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, creed, color, religion, sex, national origin, sexual orientation, disability, age, political affiliation, familial status, or citizenship. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, sexual orientation, disability, age, political affiliation, familial status, or citizenship. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

F. Prevailing Wage Rates and Labor Standards

In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

G. Procurement

(1) Compliance Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

(2) OMB Standards Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 or 24 CFR 85.36.

(3) Travel Subrecipient shall obtain written approval from Grantee for any travel outside the metropolitan area for which NSP Funds are provided under this Agreement. All travel costs reimbursed with NSP Funds shall be at the rates allowed under Subrecipient's HUD-approved travel rules.

(4) Use and Reversion of Assets The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 or 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

(5) Subcontracts Subrecipient will include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations

(6) Conflict of Interest No personnel of Subrecipient, any subcontractor of Subrecipient, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantee in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantee determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

H. Liability

Subrecipient shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, or damage to property (including property of Grantee) caused by the negligent acts or omissions, or negligent conduct of Subrecipient, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

I. Source and Availability of NSP Funds

Subrecipient acknowledges that the source of the NSP Funds is a federal pass-through grant to IDED and a Grant Agreement between the Grantee and IDED. Grantee shall have no obligation to advance or pay Subrecipient with any funds other than the NSP Funds Grantee receives from IDED.

J. Insurance & Bonding

Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee.

Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31, 84.48, and 85.36, as applicable, Bonding and Insurance.

K. Termination Procedure

(1) Termination Grantee may immediately terminate this Agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

(a) Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.

- (b) Failure of Subrecipient to submit reports that are complete and accurate.
 - (c) Failure of Subrecipient to use the NSP Funds for the stated purposes in this Agreement.
 - (d) Termination or reallocation of the NSP funding by IDED or the US Department of Housing and Urban Development.
- (2) Effects of Termination Within sixty (60) days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantee, unless otherwise directed by Grantee. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Subrecipient shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
- (3) Forebearance Not a Waiver No act of forbearance or failure to insist on the prompt performance by Subrecipient of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantee of any of its rights hereunder

IX. MISCELLANEOUS

A. Governing Law

This Agreement shall be governed by the laws of the State of Iowa as to all matters, including but not limited to matters of validity, construction, effect and performance.

B. Entire Agreement

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

C. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

D. Amendments or Modifications

Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

E. Assignment

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Subrecipient without the prior express written consent of the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

SUBRECIPIENT:

HABITAT FOR HUMANITY OF UNION COUNTY

GRANTEE:

CITY OF CRESTON, IOWA

By: _____

Name: Michael Lang

Title: President

Date: May 4, 2010

By: _____

Name: Warren Woods

Title: Mayor

Date: May 4, 2010

ATTEST: _____

Name /Title: Mike Taylor, City Administrator

**SUB-RECIPIENT AGREEMENT ACTIVITY DESCRIPTION & BUDGET
NEIGHBORHOOD STABILIZATION PROGRAM**

ATTACHMENT A

Date: May 4, 2010

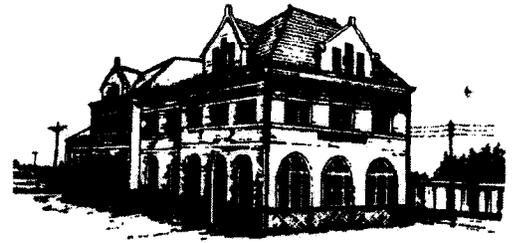
Grantee: City of Creston
Subrecipient: Habitat for Humanity of Union County

Contract Number: 08-NSP-005

ACTIVITY DESCRIPTION	RESPONSIBLE ENTIT	PERFORMANCE TARGETS	No. of Units	NSP
50% AMI (#699) – Financing LH-25	Habitat for Humanity of Union County	Construction of a single family home for a low- to moderate-income resident at 308/310 N Division St	1	\$50,000
TOTAL:			1	\$50,000

CRESTON POLICE DEPARTMENT

302 N. Pine Street Creston, IA 50801-0449
Phone 641-782-8402 • Fax 641-782-8404



Creston's Restored Depot and City Hall

To: Creston City Council

From: Paul Ver Meer, Chief of Police

Subj: Amending Ordinance 63.09

Date: April 30, 2010

This memo is in regards to amending city ordinance 63.09 which is a special speed zone which runs from Spruce Street to Maple Street on Townline. This ordinance limits speeds in this zone to 20 mph which is in conflict with the signage the city has up currently at 25 mph.

The Code of Iowa under section 321.285 limits speed in a school zone to 25 mph. It appears that the local ordinance was either not updated or was not correctly codified. I would recommend to the council that they amend section 63.09 of the City Code to make this a 25 mph zone.

Thank you for your time and consideration of this code amendment and if you have any questions please do not hesitate to contact me.

Respectfully,

Paul Ver Meer
Chief of Police