



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (SEPTEMBER 16, 2025) (WEEK 38 OF 2025)

Live streaming at:

<https://www.youtube.com/user/woodburycountyiowa>

Agenda and Minutes available at:

www.woodburycountyiowa.gov

Daniel A. Bittinger II
389-4405

dbittinger@woodburycountyiowa.gov

Kent T. Carper
570-7681

kcarper@woodburycountyiowa.gov

David L. Dietrich
870-9224

ddietrich@woodburycountyiowa.gov

Mark E. Nelson
540-1259

mnelson@woodburycountyiowa.gov

Matthew A. Ung
490-7852

matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held September 16, 2025, at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa, for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. Members of the public wishing to speak on an item must follow the participation rules adopted by the Board of Supervisors.

1. Please silence cell phones and other devices while in the Boardroom.
2. The Chair may recognize speakers on agenda items after initial discussion by the Board.
3. Speakers will approach the microphone one at a time and give their name and address before their statement.
4. Speakers will limit their remarks to three minutes on any one item and address their remarks to the Board.
5. At the beginning of discussion on any item, the Chair may request statements in favor of an action be heard first followed by statements in opposition to the action. The Chair may also request delegates provide statements on behalf of multiple speakers.
6. Any concerns or questions which do not relate to a scheduled item on the agenda will be heard under the item "Citizen Concerns." Please note the Board is legally prohibited from taking action on or engaging in deliberation on concerns not listed on the agenda, and in such cases the Chair will request further discussion take place after properly noticed.
7. Public comment by electronic or telephonic means is prohibited except for a particular agenda item when approved by the Chair 24 hours before a meeting or by a majority of the board during a meeting for a subsequent meeting.

AGENDA

4:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

1. Approval of the agenda

Action

Consent Agenda

Items 2 through 7 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

2. Approval of the minutes of September 9, 2025, meeting

3. Approval of claims

4. Board Administration – Karen James
Approval of resolution for a tax suspension for A.B.

5. Human Resources – Melissa Thomas
a. Approval of Memorandum of Personnel Transactions
b. Authorization to Initiate Hiring Process

6. County Treasurer – Tina Bertrand
Approval of property tax refund on parcel #894717476041 in the amount of \$2719.00
7. Planning/Zoning – Daniel Priestley
 - a. Approval to schedule October 7th @ 4:40 p.m., October 14th @ 4:40 p.m. and October 21st @ 4:40 p.m. for three public hearings on a proposed Zoning Ordinance Map Amendment (rezone) of 6.75-acres located on Parcel #884604100004, Section 4, T88N R46W (Floyd Township) from Agricultural Preservation (AP) to the Agricultural Estates (AE) Zoning District
 - b. Approval to schedule October 7th @ 4:42 p.m., October 14th @ 4:42 p.m. and October 21st @ 4:42 p.m. for three public hearings for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance to set Accessory Dwelling Unit (ADU) size limits and exempt ADU provisions from Iowa Code 331.301(27)(a)(1) and other applicable sections so ADU rules match primary dwellings in a county without building codes, add utility-scale solar to public-notification rules and fix the telecommunication-tower reference, remove mandatory tower colocation to conform with Iowa law, correct the road-use/repair agreement reference for utility-solar, and make other related housekeeping edits
 - c. Approval to schedule October 7th @ 4:45 p.m., October 14th @ 4:45 p.m. and October 21st @ 4:45 p.m. for three public hearings for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance, specifically to revise the Land Use Summary Table of Allowed Uses (Section 3.03.4) to classify “Public Service Garage” as a conditional use within the Agricultural Preservation (AP) Zoning District and/or Agricultural Estates (AE) Zoning District

End of Consent Agenda

8. Human Resources – Melissa Thomas
Approval to discontinue benefit coverage for retirees and families 65 and older Action
9. County Sheriff Office – Todd Peterson
Authorization to sign a 5-year contract with AXON Action
10. Secondary Roads – Laura Sievers
 - a. Approval of FY 2026 Woodbury County Five Year Program Resolution 1.1 Action
 - b. Award bids for propane for heating county buildings for FY 2026 Action
 - c. Approval of plans for project number L-B(K23)—73-97 Action
11. Board Administration – Ryan Ericson
 - a. Approve agreements related to Community Development Block Grant awarded to Woodbury County
 1. Approve the Subrecipient Agreement with the Crittenton Center Action
 2. Approve the Grant Administration Agreement with SIMPCO Action
 3. Approve the Acknowledgement of Environmental Review Requirements Action
 4. Approve the Signature Authorization for Alternate Signators Action
 - b. Reallocation of FY 23 CIP
 1. Approval to reallocate \$32,970.27 from the Record Management System to the Bearcat Action
 2. Approval to reallocate the net total of completed and canceled projects of \$34,382.86 to be available for a new CIP Action
12. Board of Supervisors – Matthew Ung
Open letter regarding a path forward for LEC mediation Information

13. Reports on Committee Meetings	Information
14. Citizen Concerns	Information
15. Board Concerns	Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

WED., SEP 17	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
THU., SEP 18	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
FRI., SEP 19	12:00 p.m.	Siouxland Human Investment Partnership Board Meeting, 607 – 4 th Street
MON., SEP 22	5:00 p.m.	Zoning Commission Meeting, Courthouse Basement Boardroom
THU., SEP 25	10:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, 6401 Gordon Dr.
	11:15 a.m.	Western Iowa Community Improvement Regional Housing Trust Fund Board of Directors, 6401 Gordon, Dr.
WED., OCT 1	7:30 a.m.	SIMPCO Executive/Finance Committee, 6401 Gordon Drive
	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
THU., OCT 2	12:00 p.m.	SIMPCO Regional Policy & Legislative Committee Meeting 6401 Gordon Drive
MON., OCT 6	5:00 p.m.	Board of Adjustment meeting, Courthouse Basement Boardroom
WED., OCT 8	7:30 a.m.	SIMPCO Executive Finance Committee Meeting, 6401 Gordon Drive
	8:05 a.m.	Woodbury County Information Communication Commission, Dennis Butler Room
	10:00 a.m.	STARComm Board Meeting, The Security Institute, WIT Campus
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
THU., OCT 9	12:00 p.m.	SIMPCO Board of Directors, 6401 Gordon Drive.
	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
WED., OCT 15	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
THU., OCT 16	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
FRI., OCT 17	12:00 p.m.	Siouxland Human Investment Partnership Board Meeting, 607 – 4 th Street

Woodbury County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will consider reasonable accommodations for qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.

**WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM**

TO: Board of Supervisors

FROM: Karen James, Board Administrative Assistant

RE: Consideration of a Petition for a Tax Suspension

DATE: September 11, 2025

Please consider this request for a tax suspension for A.B. If the Board approves this request, the suspension resolution requires the chairman's signature.

Thank you.

kmj

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: September 16, 2025

*** PERSONNEL ACTION CODE:**

A- Appointment

T - Transfer

P - Promotion

D - Demotion

R-Reclassification

E- End of Probation

S - Separation

O - Other

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Fay, Eric	Sheriff's Office	08-13-2025	Deputy			S	Resignation
Moravek, Lillian	Attorney's Office	09-15-2025	Assistant County Attorney	\$85,566.00/year	57%=\$31,340.40 /yr	R	Job Vacancy Posted on 10/15/24. Entry Level Salary: \$85,566.00/yr. Internal Applicant.
Fehrle, Jac	Attorney's Office	09-17-2025	Assistant County Attorney	\$85,566.00/year		A	Job Vacancy Posted on 10/15/24. Entry Level Salary: \$85,566.00/yr
Bryant, Darren	Sheriff's Office	09-23-2025	Civilian Jailer			S	Resignation
Armstrong, Donald	Sheriff's Office	01-02-2026	% Deputy Captain			S	Retired

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas

HUMAN RESOURCES DEPARTMENT

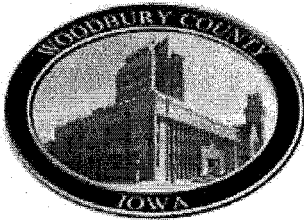
WOODBURY COUNTY, IOWA

DATE: September 16, 2025

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Sheriff's Office	Civilian Jailer	CWA Civilian: \$26.04/hour		

Chairman, Board of Supervisors



Tina M. Bertrand
Woodbury County Treasurer
822 Douglas St Ste 102
Sioux City IA 51101
712-279-6495

September 11, 2025

RE: Refund Request for
Parcel 8947 17 476 041

Dear Board of Supervisors,

Kathleen/Eric Perna are the owners of the property at 2835 Valley Drive in Sioux City, Iowa. The parcel is 8947 17 476 041 and has a payment of \$2719.00 that was made in error on the parcel by them. The owner made a mistake in paying for the property taxes, since they have an escrow that will pay the taxes. Kathleen/Eric Perna have requested their payment be refunded to them. The refund will be processed upon confirmation the payment is not returned as non-sufficient.

If you have any questions, please feel free to contact me.

Thank you for your time,

A handwritten signature in cursive script, reading "Janet L. Trimpe".

Janet L. Trimpe
Woodbury County Treasurer Tax Deputy
822 Douglas St Ste 102
Sioux City, IA 51101

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 9/10/25 Weekly Agenda Date: 9/16/25

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel Priestley

WORDING FOR AGENDA ITEM:

Motion to schedule dates and times for 3 Public Hearings on a proposed Zoning Ordinance Map Amendment (rezone) of 6.75-acres located on Parcel #884604100004, Section 4, T88N R46W (Floyd Township) from Agricultural Preservation (AP) to the Agricultural Estates (AE) Zoning District.

ACTION REQUIRED:

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☐

EXECUTIVE SUMMARY:

This request is for the Board to set the dates and times for 3 Public Hearings on a proposed Zoning Ordinance Map Amendment (rezone) of 6.75-acres located on Parcel #884604100004, Section 4, T88N R46W (Floyd Township) from Agricultural Preservation (AP) to the Agricultural Estates (AE) Zoning District.

BACKGROUND:

The LeFebvre Family Trust has submitted an application for a minor subdivision and a application for a Zoning Ordinance Map Amendment to rezone from the Agricultural Preservation (AP) Zoning District to the Agricultural Preservation (AP) Zoning District to Woodbury County. The proposed subdivision, named the LeFebvre Addition, seeks to divide a 6.75-acre parcel into two lots: Lot 1, consisting of 2.00 acres, and Lot 2, consisting of 4.75 acres, for the future construction of a residence. The subject property, identified as Parcel #884604100004, is located in Section 4, T88N R46W (Floyd Township), within the SW ¼ of the NW ¼ of the Agricultural Preservation (AP) Zoning District. The property is situated at 1650 Delaware Ave., Lawton, IA 51030, approximately one mile west of Lawton and 4.5 miles east of Sioux City, on the east side of Delaware Avenue, approximately 1,800 feet south of Highway 20. Additionally, the LeFebvre Family Trust has applied for a Zoning Ordinance Map Amendment to rezone the aforementioned property from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District. This rezoning is proposed to accommodate the future construction of a residence on Lot 1 of the LeFebvre Addition, which is required under Section 3.01.1 B of the Woodbury County Zoning Ordinance.

FINANCIAL IMPACT:

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IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes ☐ No ☐

RECOMMENDATION:

Set the dates and times for 3 Public Hearings on a proposed Zoning Ordinance Map Amendment (rezone) of 6.75-acres located on Parcel #884604100004, Section 4, T88N R46W (Floyd Township) from Agricultural Preservation (AP) to the Agricultural Estates (AE) Zoning District.

Tuesday, October 7, 2025, 4:40 PM
Tuesday, October 14, 2025, 4:40 PM
Tuesday, October 21, 2025, 4:40 PM

ACTION REQUIRED / PROPOSED MOTION:

Motion to schedule dates and times for 3 Public Hearings on a proposed Zoning Ordinance Map Amendment (rezone) of 6.75-acres located on Parcel #884604100004, Section 4, T88N R46W (Floyd Township) from Agricultural Preservation (AP) to the Agricultural Estates (AE) Zoning District.

Tuesday, October 7, 2025, 4:40 PM
Tuesday, October 14, 2025, 4:40 PM
Tuesday, October 21, 2025, 4:40 PM

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 9/10/25 Weekly Agenda Date: 9/16/25

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel Priestley

WORDING FOR AGENDA ITEM:

Motion to schedule dates and times for 3 Public Hearings for Zoning Ordinance Text Amendments to set Accessory Dwelling Unit (ADU) size limits and exempt ADU provisions from Iowa Code 331.301(27)(a)(1) and other applicable sections so ADU rules match primary dwellings in a county without building codes, add utility-scale solar to public-notification rules and fix the telecommunication-tower reference, remove mandatory tower colocation to conform with Iowa law, correct the road-use/repair agreement reference for utility-solar, and make other related housekeeping edits.

ACTION REQUIRED:

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☐

EXECUTIVE SUMMARY:

This item is to schedule three public hearings before the Board of Supervisors for Zoning Ordinance Text Amendments to address several proposed amendments that will be considered by the Zoning Commission at their public hearing and review on Monday, September 22, 2025 at 5:00 PM

BACKGROUND:

This item is to schedule three public hearings for the consideration of several Zoning Ordinance text amendments to clarify standards, correct references, and align the ordinance with state law and its intended purposes. Key changes include:

- Establishing maximum and/or minimum dimensions for accessory dwelling units (ADUs) and exempting the ordinance from Iowa Code 331.301(27)(a)(1) and other applicable provisions so that ADU building requirements match those for primary dwellings in a county that does not adopt separate building codes.
- Adding utility-scale solar energy systems to the public-notification subsection and correcting the subsection reference for telecommunication towers.
- Bringing telecommunication tower applications into conformity with Iowa Code by removing mandatory colocation requirements.
- Correcting the road-use and repair agreement reference in the Utility-Scale Solar Energy Systems section.
- And other related amendments making additional housekeeping edits (grammar, spelling, punctuation, syntax, and cross-references) to ensure consistency and that the ordinance functions as intended.

FINANCIAL IMPACT:

0

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes ☐ No ☐

RECOMMENDATION:

Set the dates and times for 3 Public Hearings for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance to set Accessory Dwelling Unit (ADU) size limits and exempt ADU provisions from Iowa Code 331.301(27)(a)(1) and other applicable sections so ADU rules match primary dwellings in a county without building codes, add utility-scale solar to public-notification rules and fix the telecommunication-tower reference, remove mandatory tower colocation to conform with Iowa law, correct the road-use/repair agreement reference for utility-solar, and make other related housekeeping edits.

Tuesday, October 7, 2025, 4:42 PM
Tuesday, October 14, 2025, 4:42 PM
Tuesday, October 21, 2025, 4:42 PM

ACTION REQUIRED / PROPOSED MOTION:

Motion to schedule dates and times for 3 Public Hearings for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance to set Accessory Dwelling Unit (ADU) size limits and exempt ADU provisions from Iowa Code 331.301(27)(a)(1) and other applicable sections so ADU rules match primary dwellings in a county without building codes, add utility-scale solar to public-notification rules and fix the telecommunication-tower reference, remove mandatory tower colocation to conform with Iowa law, correct the road-use/repair agreement reference for utility-solar, and make other related housekeeping edits.

Tuesday, October 7, 2025, 4:42 PM
Tuesday, October 14, 2025, 4:42 PM
Tuesday, October 21, 2025, 4:42 PM

Approved by Board of Supervisors April 5, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 9/10/25 Weekly Agenda Date: 9/16/25

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel Priestley

WORDING FOR AGENDA ITEM:

Motion to schedule Dates and Times for 3 Public Hearings for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance, specifically to revise the Land Use Summary Table of Allowed Uses (Section 3.03.4), to classify "Public service garage" as a conditional use within the Agricultural Preservation (AP) Zoning District and/or Agricultural Estates (AE) Zoning District.

ACTION REQUIRED:

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☐

EXECUTIVE SUMMARY:

This item is to schedule three public hearings before the Board of Supervisors for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance, specifically to revise the Land Use Summary Table of Allowed Uses (Section 3.03.4), to classify "Public service garage" as a conditional use within the Agricultural Preservation (AP) Zoning District and/or Agricultural Estates (AE) Zoning District.

BACKGROUND:

This item is to schedule three public hearings before the Board of Supervisors for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance, specifically to revise the Land Use Summary Table of Allowed Uses (Section 3.03.4), to classify "Public service garage" as a conditional use within the Agricultural Preservation (AP) Zoning District and/or Agricultural Estates (AE) Zoning District.. The Zoning Commission will conduct their public hearing and review on Monday, September 22 at 5:00 PM.

FINANCIAL IMPACT:

0

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes ☐ No ☐

RECOMMENDATION:

Set the dates and times for 3 Public Hearings for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance, specifically to revise the Land Use Summary Table of Allowed Uses (Section 3.03.4), to classify "Public service garage" as a conditional use within the Agricultural Preservation (AP) Zoning District and/or Agricultural Estates (AE) Zoning District.

Tuesday, October 7, 2025, 4:45 PM
Tuesday, October 14, 2025, 4:45 PM
Tuesday, October 21, 2025, 4:45 PM

ACTION REQUIRED / PROPOSED MOTION:

Motion to schedule Dates and Times for 3 Public Hearings for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance, specifically to revise the Land Use Summary Table of Allowed Uses (Section 3.03.4), to classify "Public service garage" as a conditional use within the Agricultural Preservation (AP) Zoning District and/or Agricultural Estates (AE) Zoning District.

Tuesday, October 7, 2025, 4:45 PM
Tuesday, October 14, 2025, 4:45 PM
Tuesday, October 21, 2025, 4:45 PM

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 09/10/2025 Weekly Agenda Date: 09/16/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas, HR Director

WORDING FOR AGENDA ITEM:

Approval to discontinue benefit coverage for retirees and family 65 and older.

ACTION REQUIRED:

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☒

EXECUTIVE SUMMARY:

Currently we allow former employees, including those over 65, on our eye insurance, dental insurance and partial payment of a medicare supplement.

BACKGROUND:

Iowa Code 509A requires us to provide insurance for retirees at their cost, up to the age of 65. We are not under any obligation to fund those services after that age. Our dental insurance is the highest utilized by the over 65 age group with 53 members. With a \$1500 benefit amount, this could possibly save the county \$75,000. Discontinuing our supplement would save approximately \$7800.00 a year.

FINANCIAL IMPACT:

This would be a positive financial impact for the medical fund.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes ☒ No ☐

RECOMMENDATION:

Approve the motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve discontinuing benefit coverage for retirees and family 65 and older.



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

Chad Sheehan, SHERIFF

PHONE: 712.279.6010
FAX: 712.279.6522

September 8, 2025

To the Woodbury County Board of Supervisors,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to sign a 5-year contract with AXON. We request this be placed on the agenda for the Woodbury County Board of Supervisors meeting scheduled for September 16, 2025. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Peterson", with a long horizontal flourish extending to the right.

Captain Todd Peterson
Woodbury County Sheriff's Office
Sioux City, IA

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 09/11/2025 Weekly Agenda Date: 09/16/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Laura Sievers, PE, County Engineer

WORDING FOR AGENDA ITEM:

Consider approval of FY 2026 Woodbury County Five Year Program Resolution 1.1

ACTION REQUIRED:

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☐

EXECUTIVE SUMMARY:

Resolution to add the K-23 bridge reconstruction project to the FY 2026 Construction Program the bridge is on 180TH ST, Over ROCK CREEK, from Lucas Ave. E1.6 miles in Section 8 T88N R43W

BACKGROUND:

The county construction program lays out projects for fiscal years 2026 through 2030. This additional project will be funded out of the local Woodbury County budget. The bridge was originally estimated at \$1,500,000, which was going to be too expensive to do this year, the latest estimate is at \$1,168,000, which fits in our budget

FINANCIAL IMPACT:

This bridge will use approximately \$1,168,000 of the budget line item 320 - Construction: Bridges

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes ☐ No ☒

RECOMMENDATION:

I recommend approval of the 2026 County Five Year Program Resolution 1.1 to be approved and submitted to the Iowa DOT.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the 2026 County Five Year Program Resolution 1.1 to be approved and submitted to the Iowa DOT.

2026 County Five Year Program Resolution 1.1

Woodbury County Secondary Roads

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed work plan.

The Board of Supervisors of Woodbury County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2026), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following projects shall be ADDED to the Program's Accomplishment year:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Total
L-B(K23)--73-97 Bridge K23 Replacement 18347	On 180TH ST, Over ROCK CREEK, from Lucas Ave. E 1.6 miles in Section 8 T88N R43W	25 miles 353260	320 Bridges Local	\$1,168,000

Fund	Accomplishment Year		
	Previous Amount	New Amount	Net Change
Local	\$4,250,000	\$5,418,000	\$1,168,000
Farm-to-Market	\$6,694,000	\$6,694,000	\$0
Special	\$0	\$0	\$0
SWAP	\$360,000	\$360,000	\$0
Federal Aid	\$9,870,000	\$9,870,000	\$0
Totals	\$21,174,000	\$22,342,000	\$1,168,000

Recommended

County Engineer

Date

Approved

Chair Board of Supervisors

Date

Attested

I, _____, Auditor in and for Woodbury County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Woodbury County, Iowa, at its meeting held on the _____ day of _____, _____

County Auditor

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 9/10/2025 Weekly Agenda Date: 9/16/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Laura Sievers, PE, County Engineer

WORDING FOR AGENDA ITEM:

Award bids for Propane for heating county buildings for FY 2026

ACTION REQUIRED:

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☐

EXECUTIVE SUMMARY:

Annual bids for propane supplied for heating for the Secondary Road Department, Emergency Services, Sheriff's Department, Conservation, and the Little Courthouse in Anthon.

BACKGROUND:

We took bids for 56,525 gallons of propane this year. The lowest bidder required additional wording in the Contract and not all Departments agreed to the additional wording. The second lowest bidder at just \$0.01/gallon more than the lowest bid accepted the contract and has signed the contract for approval to the Board.

FINANCIAL IMPACT:

Propane is an annual budget item for the county departments.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes ☐ No ☒

RECOMMENDATION:

I recommend that the Board award the propane bid to New Century FS for \$1.199 per gallon which will be used in the Secondary Road Department, Emergency Services, Sheriff's Department, Conservation, and the Little Courthouse in Anthon.

ACTION REQUIRED / PROPOSED MOTION:

Motion to award the propane bid to New Century FS for \$1.199 per gallon.

TABULATION OF BIDS

LETTING: TUESDAY, AUGUST12, 2025

PROPANE LETTING
2025-26 SEASON
WOODBURY COUNTY, IOWA

NOTE: IN CASE OF MATHEMATICAL ERROR, UNIT PRICE SHALL GOVERN

PROPOSAL GUARANTY	**	**			*	*	*	*	*
	**	**	Johnson Propane		* Sapp Bros Petroleum Inc.**	* New Cooperative Inc.	* Rodney Propane		
	**	**	Hwy 175 W., Box 138		* 129 Steuben St.	* 3330 Moville Blacktop	* 2909 Moville Blacktop		
	**	**	Battle Creek, IA 51006		* Sioux City, IA 51101	* Hornick, IA 51026	* Hornick, IA 51026		
	**	**			*	*	*		
1. PROPANE FUEL FOR PERIOD FROM SEPTEMBER 1, 2025 THROUGH AND INCLUDING AUGUST 31, 2026	**	**	QUANTITI	UNIT PRICE : AMOUNT	* UNIT PRICE : AMOUNT	* UNIT PRICE : AMOUNT	* UNIT PRICE : AMOUNT	* UNIT PRICE : AMOUNT	
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APPROXIMATELY 56,525 GALLONS	**	56,525	**	.	*	.	*	.	.
FURNISH AND DELIVER @ \$/GAL.	**		**	\$1.21/GAL. : 68395.25	* \$1.189/GAL. : 67,208.23	* \$/GAL. :	* \$/GAL. :		

PROPOSAL GUARANTY	**	**			*	*	*	*	*
	**	**	Galva Holstein Ag., LLC		* Central Valley Ag. Coop	* New Century FS			
	**	**	204 E. First St.		* 30459 Hwy. 3	* 1524 South Bell Ave.			
	**	**	P. O. Box 230		* LeMars, IA 51031	* Ames, IA 50010			
	**	**	Holstein, IA 51025		*	*			
1. PROPANE FUEL FOR PERIOD FROM SEPTEMBER 1, 2025 THROUGH AND INCLUDING AUGUST 31, 2026	**	**	QUANTITI	UNIT PRICE : AMOUNT	* UNIT PRICE : AMOUNT	* UNIT PRICE : AMOUNT	* UNIT PRICE : AMOUNT	* UNIT PRICE : AMOUNT	
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APPROXIMATELY 56,525 GALLONS	**	56,525	**	.	*	.	*	.	.
FURNISH AND DELIVER @ \$/GAL.	**		**	\$/GAL. : returned	* \$/GAL. :	* \$1.199/GAL. : \$67,773.48	* \$/GAL. :		

County Woodbury

SUPPLY CONTRACT

THIS AGREEMENT made entered into by and between Woodbury County, by its Board of Supervisors, consisting of the following members, Daniel A. Bittinger II, Mark Nelson, Matthew Ung, Kent Carper, and David Dietrich.
Party of the first part, and New Century FS INC. of Ames, IA, party of the second part.

WITNESSETH: That the party of the second part, for and in consideration of \$1.199 per gallon payable as set forth in the specifications constituting a part of this contract, hereby agrees to furnish f. o. b. the locations as designated in the Instructions to bidders, and within the time specified propane as follows: Furnish and deliver approximately 56,525 gallons of propane fuel at the bid price of \$1.199/per gallon to the Woodbury County Secondary Roads Department, Conservation Department, Sheriff's Department, Emergency Services Department, Starcomm Communications Tower Sites and Treasurer's Office.

Deliveries to be made at locations as noted in the NOTICE/INSTRUCTIONS TO BIDDERS.

Deliveries to be made within forty-eight (48) hours of County order unless other delivery arrangements are agreed upon by both parties.

This contract is valid only for the period commencing September 1, 2025, through and including August 31, 2026.

Payment to vendor will be made from current funds upon receipt of invoices.

IN WITNESS WHEREOF, the parties hereto have set hands for the purpose herein expressed, to this and three other instruments of like tenor, this _____ day of _____ 2025

Woodbury County, Iowa
Party of the First Part

By _____
Daniel A. Bittinger II, Chairman

New Century FS INC.
By Penny Herz
Party of the Second Part

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 09/11/2025 Weekly Agenda Date: 09/16/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Laura Sievers, PE, County Engineer

WORDING FOR AGENDA ITEM:

Consider approval of plans for project number L-B(K23)--73-97

ACTION REQUIRED:

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☒

EXECUTIVE SUMMARY:

Plans have been completed for a bridge replacement project on 180th St. over the Rock Creek between Lucas Ave. and Lenox Ave. The bridge will be replaced with a 150' concrete beam bridge.

BACKGROUND:

The project will replace an aging bridge that is posted to 3 tons. The existing bridge is 104' x 20' steel i-beam bridge with high timber abutments, timber piers, and a concrete deck built in 1955. The project will be let at the end of October.

FINANCIAL IMPACT:

The project will be paid for with local Woodbury County Secondary Road funds.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes ☐ No ☒

RECOMMENDATION:

I recommend that the Board approve the plans for project number L-B(K23)--73-97.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the plans for project number L-B(K23)--73-97.

K-023 Bridge on 180th St over Rock Creek



The proposed bridge project will replace an aging bridge that is posted to 3 tons that has an average traffic volume of 15 vehicles per day but is important to the farming operations along 180th Street between Lucas and Lenox Avenues. The existing 1955 bridge is 104-ft x 20-ft steel I-beam bridge with high timber abutments, timber piers, and a concrete deck. The project will be let at the end of October 2025 and construction could commence immediately after contracts are signed. The proposed bridge will use an estimated \$1,168,000 of the budget line item 320 - Construction: Bridges. The proposed bridge will be a 150-ft by 30-ft pretensioned prestressed concrete beam bridge with integral abutments. Rip rap will be added to the slopes from the north right-of-way line to the south right-of-way line to protect the slopes during high water, high velocity events. Safety guardrail will be added to the bridge that is not on the current structure.



WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 09-11-2025 Weekly Agenda Date: 09-16-2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ryan Ericson - Finance Director

WORDING FOR AGENDA ITEM:

Approve agreements related to Community Development Block Grant awarded to Woodbury County

ACTION REQUIRED:

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☐

EXECUTIVE SUMMARY:

Woodbury County is the recipient of a CDBG pass through grant with funds eventually going to the Crittenton Center. SIMPCO will be the grant administrator

BACKGROUND:

On May 20th, 2025, a public hearing was held regarding the application and a resolution was made to submit the application on behalf of the Crittenton Center. Woodbury County will be the recipient of the grant and the Crittenton Center will be the sub-recipient. Funds will pass through the County to Crittenton Center. SIMPCO is the best option to handle the administration.

FINANCIAL IMPACT:

None - the cost of the grant administration will be covered by the grant.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes ☒ No ☐

RECOMMENDATION:

Approve the agreements

ACTION REQUIRED / PROPOSED MOTION:

- a) Approve the Subrecipient Agreement with the Crittenton Center
- b) Approve the Grant Administration Agreement with SIMPCO
- c) Approve the Acknowledgement of Environmental Review Requirements
- d) Approve the Signature Authorization for Alternate Signators

CDBG SUBRECIPIENT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of _____, 20__ by and between _____, IOWA, (hereinafter called the "Local Government"); and, _____, (hereinafter called "the Subrecipient") WITNESSETH THAT:

WHEREAS, the Local Government, at the request of the Subrecipient, has applied to the Iowa Economic Development Authority for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 and Chapter 23 of the Iowa Administrative Code in order to: _____; and,

WHEREAS, the Local Government has been awarded a grant of funds as aforesaid in the amount of \$_____ subject to the condition that the Local Government provide a local matching contribution in the amount of \$_____; and,

WHEREAS, the parties hereto desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain;

NOW, THEREFORE, the parties hereto have agreed to the terms and conditions as hereafter stated:

Section 1. **Matching Funds.** The Subrecipient shall expend the sum of \$_____ of its own funds constituting _____% of the local matching contribution _____.

Section 2. **Construction Contracts and Services.** _____ and _____ shall, for the purpose of constructing the aforesaid proposed project, proceed forthwith to engage the services of an architect/engineer, adopt plans and specifications, and award construction contracts in accordance with the laws and regulations of the State of Iowa and of the United States.

Section 3. **Administration.** The administration of the CDBG Contract #_____ and all transactions involving the expenditure of any of the grant funds within the scope of said contract shall be the sole prerogative of the Local Government carried out in such manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974, 261--Chapter 23 of the Iowa Administrative Code and the contract between IEDA and the Local Government.

Section 4. **Property Ownership.** Any and all improvements or property, real or personal, constructed, installed, or acquired pursuant to this contract shall be and remain the property of the Subrecipient, under the following conditions (if any) _____. If, from the date funds are first spent for the property until five years after closeout of the Local Government's grant the use or planned use of the property is proposed to be changed, then the Subrecipient shall notify the Local Government of the proposed change. The Local Government shall contact the Iowa Economic Development Authority for instructions on how to proceed. If the Subrecipient proceeds with a use determined by the IEDA to be inconsistent with the use of the CDBG funds, the Subrecipient shall reimburse the Local Government and the Local Government shall reimburse the IEDA in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds.

Section 5. **Proposed Project.** The Subrecipient shall grant access to the premises and Subrecipients' program records for the Local Government and its contractors to perform such required functions consistent with the CDBG contract as the Local Government shall deem appropriate.

Section 6. **Excess Costs.** It is agreed that if the construction of said project results in contractual liability of the Local Government in an amount greater than said funds as stated in Section 1, the Subrecipient shall be responsible for covering 100% of excess costs and hold the Local Government free of any contractual liability.

Section 7. **Indemnification.** The Subrecipient shall hold the Local Government and its officers and employees harmless from any and all claims, losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which is pertains.

Section 8. **Unallowable Costs.** If the Local Government determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Local Government's final determination of the disallowance of costs. If it is Local Government's final determination that costs previously paid by the Local Government are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Subrecipient shall repay to Local Government any and all disallowed costs.

Section 9. **Events of Default.** The following shall constitute Events of Default under this Agreement:

- a. **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the Local Government by, or on behalf of the Subrecipient in connection with this Agreement or to induce the Local Government to make a grant to the Subrecipient shall be determined by the Local Government to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Local Government's satisfaction within thirty (30) days after written notice by the Local Government is given to the Subrecipient.
- b. **Noncompliance.** If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Agreement.
- c. **Agreement Expiration Date.** If the Project, in the sole judgment of the Local Government, is not completed on or before the Agreement Expiration Date.
- d. **Misspending.** If the Subrecipient expends Grant proceeds for purposes not described in the CDBG application, this Agreement, or as authorized by the Local Government.
- e. **Insurance.** The following provision shall apply to Activity Number(s) _____. If loss, theft, damage or destruction of any substantial portion of the property of the Subrecipient occurs for which there is either no insurance coverage or for which, in the opinion of the Local Government, there is insufficient insurance coverage.

Section 10. **Notice of Default.** Local Government shall issue a written notice of default providing therein a fifteen (15) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

Section 11. **Remedies upon Default.** If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it to do one or both of the following:

- a. exercise any remedy provided by law;
- b. require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Agreement plus interest.

Section 12. **Miscellaneous.** Neither party to this contract shall assign its rights and obligations hereunder without the prior written authorization of the other party. This contract shall be governed by the laws of the State of Iowa. In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The terms and conditions of this contract may be amended only by written instrument

executed by both parties and, when necessary, with the concurrence of the State of Iowa, Iowa Economic Development Authority. Such amendments include any deviation from the recipient program schedule, or other terms and conditions provided for by the Iowa Economic Development Authority contract number which is by this reference incorporated herein and made a part hereof of this Subrecipient agreement.

Section 13. Federal Laws. By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders, and directions, including by way of specification but not limited to the following:

- a. The requirements of Executive Order 11246, as amended by Presidential Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60.
- b. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- c. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract/subagreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract/subagreement as specified in 261- Chapter 23, Iowa Administrative Code and 2 CRF 200
- d. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore 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/subagreement 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/subagreement.
- e. Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
- f. 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; as applicable.
- g. Procurement. For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- h. BABA requirements. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- i. **CIVIL RIGHTS**

(a) **DISCRIMINATION IN EMPLOYMENT.** The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) **CONSIDERATION FOR EMPLOYMENT.** The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON 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 awarding any Federal contract, making any Federal grant, making any Federal loan, entering into 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.

(iv) 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.

(f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, 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 through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) SECTION 3 COMPLIANCE. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 75, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(i) The work to be performed under this contract 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). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD

assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(iii) The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

(v) The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

(vi) The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

(vii) The contractor agrees to post contract and job opportunities to the Opportunity Portal, and will check the Business Registry for businesses located in the project area.

(viii) The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(ix) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(x) The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

(xi) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(i) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(j). Others as applicable

Section 14. **Termination.** The following shall constitute Events of Default under this Agreement:

- a. **FOR CAUSE.** The Local Government may terminate the Contract in whole, or in part, whenever the Local Government determines that the Subrecipient has failed to comply with the terms and conditions of the Contract.
- b. **FOR CONVENIENCE.** The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.
- c. **DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING.** At the discretion of the Local Government, the Contract may be terminated in whole, or in part, if there is a reduction or termination of the CDBG Federal block grant funds to the State.

Section 15. **Procedures Upon Termination.** This contract may be terminated by discretion of the Local Government by providing written notice to be conveyed via certified mail 30 days in advance. Project costs incurred to be paid through the effective termination date.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

LOCAL GOVERNMENT: _____

By: _____ Date: ____ / ____ / ____

Attested By: _____ Date: ____ / ____ / ____

SUBRECIPIENT: _____

By: _____ Date: ____ / ____ / ____

Attested by: _____ Date: ____ / ____ / ____

**AGREEMENT BETWEEN
WOODBURY COUNTY, IOWA
AND
SIOUXLAND INTERSTATE METROPOLITAN PLANNING COUNCIL
FOR
PROFESSIONAL SERVICES**

This is AN AGREEMENT made as of the _____ Day of September 2025, by and between Woodbury County, Iowa, hereinafter called the "Grantee", and the Siouxland Interstate Metropolitan Planning Council (SIMPCO), hereinafter called the "Contractor".

Contractor intends to provide comprehensive administrative management services for the Grantee's Community Development Block Grant – 25-CF-001 - **funded by the *Iowa Economic Development Authority's Community Development Block Grant Program***, hereinafter called the "project". Grantee and Contractor in consideration of mutual covenants herein agree in respect of the performance of professional administrative services by the Contractor and the payment for those services by Grantee, as set forth below.

Contractor intends to provide comprehensive administrative management services for the Grantee's Community Development Block Grant hereinafter called the "Project".

SECTION I - TERMS AND CONDITIONS

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

SECTION II - PERSONNEL

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

SECTION III - SCOPE OF SERVICES

The Contractor shall perform all mutually agreed upon and necessary services required to carry-out grant administration/management and planning as set forth in the following Scope of Services:

3.1 General Provisions

- 3.11 Assure understanding of terms and conditions of the Iowa Economic Development Authority Grant Agreement.
- 3.12 Identify applicable federal and state laws and regulations.
- 3.13 Assist in complying with federal and state requirements.
- 3.14 Assist in preparing documents, notices and certifications necessary to receive grant funds.

3.2 Environmental Review, as required

- 3.21 Assist in determining the need for an Environmental Assessment.
- 3.22 Prepare an Environmental Assessment.
- 3.23 Assist and prepare other necessary applicable compliance material related to other laws and regulations i.e., historic preservation and flood plain management.
- 3.24 Prepare for publication the Finding of No Significant Impact Notice.
- 3.25 Prepare for publication a Notice of Intent for Request for Release of Funds.
- 3.26 Assist in submitting Request for Release of Funds and Certifications.
- 3.27 Prepare, maintain and update the Environmental Review Record.

3.3 Financial Management

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

3.4 Project Files and Record Retention

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

3.5 Program Implementation

- 3.51 Assist in preparing proposal to obtain professional services.
- 3.52 Assist in coordinating professional and contractor activities during conduct of project.
- 3.53 Monitor and evaluate project progress so as to facilitate compliance with applicable federal and state laws and regulations.
- 3.54 Attend meetings of the Grantee governing body(ies), as needed.
- 3.55 Represent the Grantee at meetings and with other parties or interests, as required.

3.6 Financial Management

- 3.61 Monitor project files and associated records regularly.
- 3.62 Assist in reviewing and monitoring project-related transactions and records for compliance purposes.
- 3.63 Assist with drawdown procedures including preparation of drawdown requests and disbursements of project funds.
- 3.64 Assist in preparing monthly expenditure reports.

3.7 Project Implementation and Monitoring

- 3.71 Monitor project files and associated records regularly.
- 3.72 Assist in executing amendments or modifications to the program schedule or project activities.
- 3.73 Assist in meeting with IEDA personnel during on-site monitoring visits.
- 3.74 Assist in resolving monitoring findings, as needed.

3.8 Public Improvement Activities

- 3.81 Provide technical assistance in fulfilling federal and state requirements associated with public improvement activities.

- 3.82 Assist in monitoring professional service providers, contractors and sub-contractors for compliance with labor standards, equal opportunity provisions, and other applicable laws and regulations.

3.9 Program Close-Out

- 3.91 Assist in preparing and submitting a Grantee Performance Report.
- 3.92 Assist in securing the services of a qualified auditor to perform final program audit.
- 3.93 Providing information to establish compliance with applicable regulations.
- 3.94 Assist in preparing and submitting information to secure an Iowa Department of Economic Authority Certificate of Completion.

3.10 Project 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 SERVICE

- 4.1 The Contractor's fee for services enumerated under subsections 3.1 through 3.11 of Section III for the activities shall be an hourly cost-for-work basis performed not to exceed **\$24,000.00**. This fee includes all normal expenses 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 General - The payroll costs used as a basis for payment are indicative of the salaries and benefits paid to all personnel directly engaged in CDBG Administration activities. Statutory and customary benefits include, but are not limited to, social security, unemployment, excise and payroll taxes, workman's compensation, health and retirement benefits, sick leave, vacation, and holiday pay.
- 4.3 Reimbursable expenses - 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.
- 4.4 Time of Performance - The services of the Contractor shall commence upon the effective date of this contract and shall be completed by upon the expiration of the contract with the Iowa Economic Development Authority.

SECTION V

- 5.0 Termination of Contract for Cause - If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract or if the Contractor shall violate any of the covenants, agreement, or stipulations of this Contract, the Grantee shall there upon have the right to terminate this Contract by giving written notice to the Contractor 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 Contractor under this Contract shall, at the option of the Grantee, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Contractor, and the Grantee may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Contractor is determined.

- 5.1 Termination for Convenience of the Grantee - The Grantee may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the Contractor is terminated by the Grantee as provided herein, the Contractor 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 Contractor, Paragraph 1 hereof relative to termination shall apply.
- 5.2 Changes - The Grantee may from time to time request changes in the scope of services of the Contractor to be provided hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Grantee and the Contractor, shall be incorporated in written amendments to this Contract.
- 5.3 Assignability - The Contractor 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 Grantee thereto; provided, however, that claims for money by the Contractor from the Grantee 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 Grantee.
- 5.4 Reports and Information - The Contractor, at such times and in such forms as the Grantee may require, shall furnish the Grantee 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 Access and Maintenance of Records -
The contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD. 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.

- 5.6 Findings Confidential - All reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Grantee.
- 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 Contractor.
- 5.8 Compliance with Local Laws - The Contractor shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Contractor shall save the Grantee harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contractor.
- 5.9 Equal Employment Opportunity – Federal Executive Orders 11246 and 11375 (Provides that no one be discriminated in employment). During the performance of this Contract the Contractor agrees as follows:
- a. 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.
 - b. 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.
 - c. 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.

- d. 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.
- e. 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.
- f. 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.
- g. 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.

5.10 Civil Rights Act of 1964 - Under 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.

5.11 Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing

5.12 Federal Executive Orders 11246 and 11375: Provides that no one be discriminated in employment."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.

- 5.11 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.
- 5.12 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.
- 5.13 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.
- 5.14 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.
- 5.15 Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- 5.16 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities
- A. The work to be performed under this contract 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). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

- 1. It is at least 51 percent owned and controlled by low- or very low-income persons;
- 2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
- 3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

* A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
 2. The worker is employed by a Section 3 business concern; or
 3. The worker is a YouthBuild participant. Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>
- 5.17 Interest of Members of the Grantee - No member of the governing body of the Grantee and no other officer, employee, or agent of the Grantee 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 Contractor shall take appropriate steps to assure compliance.
- 5.18 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 Contractor shall take appropriate steps to ensure compliance.
- 5.19 Interest of Contractor and Employees - The Contractor 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 Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- 5.20 Certification regarding government-wide restriction on 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."

5.21 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

5.22 Recycled and Recovered Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states: When appropriate, specifications shall include requirements for the use of recovered materials and products. The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product. In addition, the contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA)(42 U.S.C. 6962) as it applies to procurement of items designated in Subpart B of 40 CFR Part 247.

5.23 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 requirements related to the CDBG program.

5.24 Build America, Buy America Requirements

This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

5.25 Clean Air and Water Acts:

- Section 306 of the Clean Air Act (42 U.S.C. 1857(h))
- Section 508 of the Clean Water Act (33 U.S.C. 1368)
- Executive Order 11738

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 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.

SECTION VI – FEDERAL LABOR STANDARDS

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.) Federal Labor Standards Provisions, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

A. Applicability:

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto

and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually

worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the

contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv. Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that

employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**

- i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- ii. Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- 5. Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.
- F. **HEALTH AND SAFETY**
 The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.
 1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
 2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
 3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take

such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION VII

The effective date of this Agreement is **September** _____, **2025**. Services will conclude upon expiration of the contract with the Iowa Economic Development Authority.

Dated:

_____, 2025

Woodbury County, Iowa

Daniel Bittinger, Chairman, Board of Supervisors

Dated:

_____, 2025

Siouxland Interstate Metropolitan Planning Council

Jon Winkel, Chair, SIMPCO Board

IOWA ECONOMIC DEVELOPMENT AUTHORITY

1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200
iowaeda.com



August 27, 2025

Chairman Daniel Bittinger
Woodbury County
620 Douglas Street
Sioux City, Iowa 51101

SUBJECT: 2025 CDBG Community Facilities & Services Award (25-CF-001)

Dear Chairman Bittinger:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded Woodbury County a Community Development Block Grant (CDBG) in an amount not to exceed \$600,000.

Your contract with respect to this award (the "Contract") will have a start date of September 1, 2025 pending successful contract negotiation and complete execution. Enclosed is the Contract between Woodbury County and IEDA. Please review the document thoroughly. Once signed, please return electronic signed copy by email to Kristin.Honz@iowaEDA.com. Upon receipt of your signed contract, we will execute and upload a copy to IowaGrants.gov for your records.

No HUD Funds or non-HUD funds may be committed to the project until the applicant has secured environmental approval from the State, as provided in HUD regulation 24 CFR Part 58. In addition, pending environmental approval and pursuant to 24 CFR Part 58.22(a), no grant recipient or participant in the development process, including contractors or sub-contractors, may undertake an activity that may limit the choice of reasonable alternatives. Such choice limiting actions include real property acquisition, conducting a competitive sealed bid process for the project, signing a construction contract, leasing, rehabilitation, repair, demolition, conversion, and construction.

IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE CONTRACT IS NOT FULLY EXECUTED BY October 15, 2025, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.

If you have any questions, please contact your project manager, Sarah Plowman, at (515) 348-6213 or by e-mail at Sarah.Plowman@iowaEDA.com.

IEDA looks forward to working with Woodbury County on its CDBG Community Facilities & Services project **once all conditions to the award have been met and the contract is fully executed.**

Sincerely,

A handwritten signature in blue ink, appearing to read "Debi Durham", is written over a horizontal blue line.

Debi Durham (Aug 27, 2025 10:17:47 CDT)

Debi Durham, Director

cc: Daniel Bittinger II, Woodbury County Board of Supervisors
Kim Scorza, CEO, Crittenton Center

File: IowaGrants.gov



**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT DIVISION**

FEDERAL GRANT SUBRECIPIENT AWARD SUMMARY

PROJECT INFORMATION

PROJECT TITLE: Woodbury County (CDBG Community Facilities & Services)
TOTAL FEDERAL FUNDS AWARD TO RECIPIENT: \$600,000
GRANT AWARD PERIOD: September 1, 2025 to August 31, 2028
FEDERAL AWARD PROJECT DESCRIPTION: CDBG Community Facilities & Services Project

SUBRECIPIENT INFORMATION

AGENCY NAME: Woodbury County
ADDRESS: 620 Douglas Sttreet, Sioux City, 51101
UEI (UNIQUE ENTITY IDENTIFIER): N8PNMRSR1HL9
SUBRECIPIENT'S INDIRECT COST RATE: N/A

FEDERAL FUNDS INFORMATION

FEDERAL FUNDING ENTITY: U.S. Department of Housing and Urban Development
FEDERAL PROGRAM NAME: Community Development Block Grant
FEDERAL AWARD NUMBER: B-24-DC-19-0001
FEDERAL AWARD DATE: 07/01/2024
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE: 14.228
TOTAL FEDERAL AWARD AMOUNT: \$24,168,777
AWARD FOR RESEARCH AND DEVELOPMENT: NO

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY VITALITY DIVISION INFORMATION**

CONTACT PERSON: Nichole Hansen
E-MAIL ADDRESS: nichole.hansen@iowaeda.com
TELEPHONE NUMBER: (515) 348-6215

This information is provided as a requirement of 2 CFR 200.331 Requirements for pass-through entities. All requirements imposed by the Federal entity and passed on to IEDA. In turn IEDA passes on to the subrecipient all requirements imposed by the Federal entity and that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

REQUIRED ACKNOWLEDGEMENT OF ENVIRONMENTAL REVIEW REQUIREMENTS

By signing below, I hereby acknowledge that I accept and understand that no construction or other choice limiting actions may be commenced in relation to any portion or aspect of this project, regardless of the funding source, prior to the grant recipient, (city or county) receiving a formal Release of Funds letter from the offices of the Iowa Economic Development Authority (IEDA).

Choice limiting actions include not only actual traditional construction activities but also the purchase or lease of land or structures, bid letting (**any advertisement of bids**), signing construction contracts of any kind, rehabilitation, repair, remodeling, demolition, conversion, and any phase of construction activity whatsoever.

Release of Funds letters will be issued only upon proper completion and submittal of the appropriate level of Environmental Review Record (ERR) for the project to IEDA through the iowagrants.gov system.

I understand that violation of this federal rule by taking any prohibited action as outlined above prior to the receipt of a Release of Funds letter from IEDA is likely to result in the forfeiture of CDBG grant monies awarded.

Signed: _____
Mayor or County Chairperson

Date: _____

Print Name: _____

Signed: _____
Grant Administrator

Date: _____

Print Name: _____

Signed: _____
Subrecipient Entity (if applicable)

Date: _____

Print Name: _____

We strongly suggest that you please share this form with any engineers or architects involved in the project.

Note: Following execution and dating this form must be uploaded into the "Required Uploads" component for your respective grant project in the iowagrants.gov system. No claim for grant funds will be processed until this task is completed.

SIGNATURE AUTHORIZATION FOR ALTERNATE SIGNATORS

RE: Contract Number: 25-CF-001
Recipient: Woodbury County

In the event that the Chief Elected Official (CEO) is unable to sign project related correspondence for the Recipient's above referenced contract, the following alternates are designated below. The signatures attested below are effective as of: September 16th, 2025.

Sincerely,

CEO Signature

Signatory # 1 Signature

Signatory # 2 Signature

Signatory # 3 Signature

Witness Signature

Daniel A Bittinger II

Type or Print Name of CEO

Ryan R Ericson

Type or Print Name of Signatory #1

Mark Nelson

Type or Print Name of Signatory #2

David Dietrich

Type or Print Name of Signatory #3

Type or Print Name of Witness

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 09-11-2025 Weekly Agenda Date: 09-16-2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ryan Ericson

WORDING FOR AGENDA ITEM:

Reallocation of FY23 CIP

ACTION REQUIRED:

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☐

EXECUTIVE SUMMARY:

Most projects related to FY23 are complete and there is some funds that can be reallocated

BACKGROUND:

The final major CIP item from FY23 was the Bearcat for the Sheriff's Office. The invoice has arrived and payment is required prior to pickup. The amount set aside between the FY23 CIP and ARPA funds is \$32,970.27 short of the invoiced amount. However, there are other projects that do not require the amount budgeted to complete.

FINANCIAL IMPACT:

None - Reallocation

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes ☐ No ☒

RECOMMENDATION:

Reallocate \$32,970.27 from the Sheriff's Office CIPs to the Bearcat. Close the remaining projects and reallocate \$34,382.86 to a new project.

ACTION REQUIRED / PROPOSED MOTION:

- a) Reallocate \$32,970.27 from the Record Management System CIP to the Bearcat
- b) Reallocate the net total of completed and canceled projects of \$34,382.86 to be available for a new CIP.



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

SO Invoice 200545

Customer Code: WOLIA

Invoice Date: 09/05/2025

Lenco Tax ID #: 04-2719777

DUNS #: 051950293

Page #: 1 of 2

Bill To

Woodbury County Sheriff's Office
407 7th St.
Sioux City, IA 51101 USA

Ship To

Customer Pick-Up
10 Betnr Industrial Dr
Pittsfield, MA 01201 USA

Payment Terms	Shipping Terms	Ship Via	Lenco Contact
Payment Upon Pick-up	FOB: Origin	Customer Pick-Up	Daniel Besemer
PO Number/Contract (if applicable)	Sales Order Number	Stock Number	Vehicle ID Number
42	200545	WOLIA-0001	

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	3077			
Lenco BearCat	BC55003-BASE_	1	\$200,704.00	\$200,704.00
Options:				
LED Red and Blue	LED_RED_BLUE	1		
Lusterless Urban Green	LUSTERLESS_URBAN_GREEN	1		
Diesel Engine, 6.7L Turbo	BCDLEN	1	\$8,859.00	\$8,859.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	\$34,958.00	\$34,958.00
4-Door Configuration	BC4DR	1	\$7,858.00	\$7,858.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	\$152.00	\$1,216.00
Electric Power Mirrors	BCMIR	1	\$1,508.00	\$1,508.00
Heated Windshield Upgrade	BCHGW	1	\$2,153.00	\$2,153.00
360 Camera System	BC360DEG	1	\$4,422.00	\$4,422.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$502.00	\$502.00
Rear A/C - Heating Systems: High Capacity Upgrade	BCHACUP	1	\$7,182.00	\$7,182.00
Hydraulic Ram Upgrade wFront Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$12,479.00	\$12,479.00
Break and Rake	BCBAR	1	\$1,200.00	\$1,200.00
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1	\$4,068.00	\$4,068.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	4	\$1,404.00	\$5,616.00
High Intensity Driving Lights in Front Bumper	BCHIDL	1	\$1,340.00	\$1,340.00
Fender Intersection Lights	BCFIL	1	\$2,986.00	\$2,986.00
IR Take Down Light (Bumper Mounted)	BCTDL-IR	1	\$2,577.00	\$2,577.00
AC-DC Power Inverter w/ Auto Eject	BCINV2000	1	\$6,387.00	\$6,387.00
Police Cupola w/Glass & Barn Doors	BCPCUPOLA	1	\$26,321.00	\$26,321.00
Armored Oil Pan Guard	BCAOPG	1	\$1,936.00	\$1,936.00
Ballistic Skip Round Shield	BCBSRS	2	\$1,936.00	\$3,872.00
Intercom System Inside to Outside	BCINT	1	\$2,871.00	\$2,871.00
In Line Diesel Fuel Heater	BCDFH	1	\$1,500.00	\$1,500.00
Bedrock Paint	BCPJ	1	\$3,363.00	\$3,363.00
Configuration Subtotal:				\$345,878.00
Lenco BearCat	WOLIA-0001	1	\$345,878.00	\$345,878.00
Net Total				\$345,878.00

Notes:

Originated as Quote 101486., State of Iowa ? Specialty Vehicles: Armored Rescue Vehicle, Contract Number: 005-RFB-0437-2023 / 23202, Current Option Period End Date: August 31, 2024

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Thank you



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

SO Invoice 200545

Customer Code: WOLIA

Invoice Date: 09/05/2025

Lenco Tax ID #: 04-2719777

DUNS #: 051950293

Page #: 2 of 2

1060-23-Bearcat
ARPA 23

\$205,398.53

\$107,509.20

312,907.73

345,878.00

Invoice

\$32,970.27 ~~star~~

Need

RMS

Final Bill

\$37,500.00

<700.00>

\$36,800.00

Thank you for your order

Total Order Amount: \$345,878.00

Project Group	Account Number	Category	Budget	Activity	Budget Remaining	Reallocation A	Reallocation B	After Reallocation	Notes
Sheriff	1060-23-BEARCAT	FY23 CIP	205,398.53	238,368.80	(32,970.27)	32,970.27	-	0.00	Invoice Recevied
Sheriff	1060-23-RMS	FY23 CIP	37,500.00	700.00	36,800.00	(32,970.27)	(3,829.73)	-	Complete
Sheriff	1060-23-CAM-TASERS	FY23 CIP	265,037.60	244,677.72	20,359.88	-	(20,359.88)	-	Complete
	UNALLOCATED					-	34,382.86	34,382.86	New Project
WCICC	9110-23-FIREWALLS	FY23 CIP	78,000.00	52,262.01	25,737.99	-	-	25,737.99	In Progress
CONS	6100-23-FOUNDATION	FY23 CIP	111,770.00	104,205.48	7,564.52	-	-	7,564.52	In Progress
AUDITOR	9010-23-ADV SCHEDULE	FY23 CIP	12,461.00	-	12,461.00	-	(12,461.00)	-	No activity expected
BLDG SVS	9101-23-REC CARPET	FY23 CIP	20,000.00	16,526.02	3,473.98	-	(3,473.98)	-	Complete
BLDG SVS	9109-23-WINDOW	FY23 CIP	30,000.00	29,258.00	742.00	-	(742.00)	-	Complete
BLDG SVS	9101-23-DATA CENTER REMODEL	FY23 CIP	106,009.23	105,893.71	115.52	-	(115.52)	(0.00)	In Progress
ES	1200-23-SLIDE	FY23 CIP	2,198.05	2,147.30	50.75	-	(50.75)	-	Complete
Sheriff	1060-23-VEHICLES	FY23 CIP	275,223.00	275,223.00	-	-	-	-	Complete
BLDG SVS	9112-23-CONTINGENT	FY23 CIP	205,132.49	205,132.49	-	-	-	-	Complete
WCICC	9110-23-WCICC ANNUAL	FY23 CIP	145,892.91	145,892.91	-	-	-	-	Complete
WCICC	9110-23-SWITCHES	FY23 CIP	95,814.00	95,814.00	-	-	-	-	Complete
WCICC	9110-23-COUNTY PCs	FY23 CIP	68,542.80	68,542.80	-	-	-	-	Complete
WCICC	9110-23-iSERIES	FY23 CIP	50,000.00	50,000.00	-	-	-	-	Complete
BLDG SVS	9101-23-210 REMODEL	FY23 CIP	47,284.93	47,284.93	-	-	-	-	Complete
BLDG SVS	9106-23-SKYLIGHT	FY23 CIP	37,117.50	37,117.50	-	-	-	-	Complete
ES	1200-23-TRUCK 205	FY23 CIP	25,528.68	25,528.68	-	-	-	-	Complete
ES	1200-23-TUCKPOINT	FY23 CIP	15,860.16	15,860.16	-	-	-	-	Complete
WCICC	9110-23-LEC NETWORK	FY23 CIP	14,186.00	14,186.00	-	-	-	-	Complete
ES	1200-23-DOORS	FY23 CIP	9,007.95	9,007.95	-	-	-	-	Complete
BLDG SVS	9101-23-B07	FY23 CIP	839.47	839.47	-	-	-	-	Complete
WCICC	9110-23-APs	FY23 CIP	-	-	-	-	-	-	Reallocated
WCICC	9110-23-STORAGE	FY23 CIP	-	-	-	-	-	-	Reallocated
BLDG SVS	9101-23-LOAN NOTES	FY23 CIP	10,000.00	11,650.00	(1,650.00)	-	1,650.00	-	Complete
BLDG SVS	9112-23-EXCESS	FY23 CIP	31,195.70	36,195.70	(5,000.00)	-	5,000.00	-	Complete
			1,900,000.00	1,832,314.63	67,685.37	0.00	-	67,685.37	

OPEN LETTER REGARDING A PATH FORWARD FOR LEC MEDIATION

Dear colleagues:

I have viewed the recorded LEC Authority meetings, from its inception through the September 9 meeting. Given my tenure, I have a pretty good understanding of those involved. “On the eve of mediation,” to quote Dan Moore, I notice things starting to unravel. I have talked to no one about this letter, so these recommendations are my own.

After being a lightning rod for most everything in prior years, this year I’ve chosen to allow this newer board to find their own voice on this issue, and navigate their own path.

Despite that, division is coming to a head. I see a tumultuous road ahead for this mediation process, and I don’t see enough leadership. Imagining myself in Mark Nelson’s shoes, I support his principled stance. However, more is at stake than our reputations. The process could be completely ideal, but a great many constituents would still blame the wrong people—that’s a problem we will never fix. Even today, we are blamed for following state law by accepting the low bid. And just the other day a constituent was telling me we don’t have any federal inmates in the LEC, even though I told them we had about 160 in that moment. Some people just refuse to believe facts, and more passionate does not equal more valid.

Some citizens need to hear it repeated that we aren’t going to directly cause further delays by following their advice. One company involved has replaced one of their critical positions several times—I believe *FIVE TIMES*—and that has delayed the project *more*, not *less*. Firing the Baker Group on the eve of mediation would be the stupidest thing possible for any meaningful resolution. Any taxpayer giving that five seconds of thought would realize that publicly castigating the owner’s representative going into mediation will diminish *THEIR OWN AUTHORITY* to claim—through their elected officials—that they are owed damages.

The parties clearly at fault for the errors regarding design and construction have apparently agreed to engage in mediation, which is a positive step—and a credit to our respective legal counsels, even as they absorb character attacks. Counting up our respective legal counsels, including one assistant for each, and including the county attorney and assistant county attorney, we have *six attorneys* who have ensured we are as ready as we will ever be for mediation.

Mark has pointed out that Ron’s temperament could “blow up” mediation. With respect, that’s not the only thing that could. The other factor that could blow up mediation is if our counterparties renege on mediation before it begins. If Board or Authority members are on record doubting that their representatives will speak effectively for the governing body, that is only giving the counterparties more reason to roll the dice in court, and force more legal fees on our taxpayers. I see others moving closer to this line and I don’t see the upside.

Something also reduces the likelihood that Ron would blow up any mediation, and that's the LEC Authority's legal counsel. I don't recall a single time when Ron publicly contradicted the LEC Authority's legal counsel, and that's a good thing in this case.

On that note, one citizen has repeatedly criticized Ron Wieck for not speaking up for himself in LEC meetings, while also repeatedly calling into question the appropriateness of Jodie (or her firm) representing the LEC Authority. This is ironic because Jodie is always the one to answer and/or refute the claims from this citizen. So, logically, we can all assume it will be the same dynamic in mediation: Ron will talk less than Jodie, and often defer to her. So what's the problem? Jodie has a demonstrated ability to calmly respond to accusatory tones in public meetings, to say the least. If Jodie was not capable of shouldering the extraordinary burden of this matter, then it would be reasonable to assume that the county would receive legal advice to that effect from either the county's outside legal counsel, John Templer, Jr., or the *ELECTED* county attorney, and then one of the supervisors would act on that legal advice. However, that has not happened, and common sense tells us why.

On that note, while I agree with Mark's point—made on September 9—that he is currently the best positioned supervisor to represent at mediation, that is not a case that should be made to the detriment of Dan Bittinger, myself, or even the two newest board members. For example, while I have not been as involved recently as Mark, it's foolish for anyone to assume that I wouldn't have the gumption to steadfastly advocate for the work our legal counsels have prepared *AT OUR DIRECTION*. So, unfortunately, if some scenario does arise where I am requested to represent the county at mediation, how can I effectively do so with any legitimacy, when Mark repeatedly referred to me as "Option C" and "the third best option?" I can't. Mark does not need to convince me or anyone else that he should be at mediation—he should. But if anyone thinks I am just going to fall on grenades for my colleagues as a lifestyle, you are sorely mistaken. If respect of the public is required to be the appropriate advocate at mediation, then we need to find a way to lead while wearing our county supervisor hats.

To that end, the following needs to happen:

- Ron Wieck needs to decide if he will seek reappointment for another 6-year term after Dec. 31, 2025, and make that publicly known. For the good things he has done—volunteering for an essential role that no one else has applied for—he deserves to have that recognition on his own terms, if his intent is to retire. If his intent is to seek reappointment, then the county and the city need to signal their collective willingness or lack thereof to reappoint him with the required 4/5ths vote. Members could signal that now, but there's no sense in members coming out in opposition if there's no reason for it. This decision should not wait until December 31.
- The county needs to appoint Dave Dietrich to the LEC Authority to replace Mark Nelson. Dave is the only other supervisor that satisfies the requirement of living

outside Sioux City limits. We are a 5-member board, and Mark has shouldered more than his share. It's time for the new members to step up. Dave has solid judgment and most of the work has already been done.

- The county then needs to appoint Mark as the county representative for mediation. We cannot change the LEC Authority's decision as they are a separate legal entity. This would be the only way to ensure Mark represents the taxpayer at mediation, and would also allow Dan Bittinger to be present for mediation.

While it may seem counterintuitive for Mark to step down from the LEC Authority, that could be short-lived. Following mediation, I would be supportive if the Board wanted to then re-designate Mark as county representative. These are the inconvenient things we must do because of three-member boards, but this remedy is easy—a couple extra votes.

Separately, if Ron does not seek reappointment, then I would ask the city and county to consider the potential value of appointing Mark as the at-large commissioner (requiring 4/5ths vote from both entities). Mark is a rising star and I'm not sure who else we have in mind that could secure 4/5ths vote from both the Board and the city.

If that were to happen, then the county would have two supervisors on the LEC Authority in 2026. That may mean those two could hardly talk, due to open meetings laws, but it would make county priorities a certainty on the LEC Authority.

The lingering question here is the city council. Will they defer to the county, respecting that the county has funded almost everything, or will they subject the LEC Authority to potentially lengthy deliberation on the upcoming at-large appointment? As it is, we are going into mediation with two of the three LEC Authority members being an open question. Dan Moore has offered to continue as the city representative after his term of office, and it would be helpful for the council to answer that sooner than later. We need to communicate continuity, but we need the city council's help for that. Because the counterparties need to see that any potential legal action against them will be fully capable.

Meanwhile, I renew the request I made of state legislators at the opening of the LEC. Pretty please this time, and with a cherry on top, revise the law to allow a local preference option for large construction projects, within a reasonable and limited variance—or simply say you're OK with this repeating elsewhere in the state. (If it helps, someone more likeable than me can say the exact same thing.)

Because from what it looks like out there, bigger jails are going to continue to be an essential service.

Sincerely,

Matthew Ung, Woodbury County Supervisor