



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(APRIL 2) (WEEK 14 OF 2024)**

Live streaming at:
<https://www.youtube.com/user/woodburycountyiowa>

Agenda and Minutes available at:
www.woodburycountyiowa.gov

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held April 2, 2024, 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

3:30 p.m. Closed Session Interview {Iowa Code Section 21.5(1)(i)} **First Floor Boardroom**

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 6 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 the March 26, 2024 meeting
Approval of the minutes of the March 26, 2024 special meeting
3. Approval of claims
4. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorize the Chairman to sign the collective bargaining agreement with the Communications Workers of America, Secondary Roads for 2024-2027

5. Secondary Roads – Mark Nahra
Approve the underground utility permit for Farr Technologies and to direct the chair to sign the permit
6. Planning/Zoning – Daniel Priestley
 - a. Approval to schedule April 23rd at 4:40 p.m., April 30th at 4:40 p.m., and May 7th at 4:40 p.m. for three public hearings for the consideration of Zoning Ordinance Text Amendments to Section 5.03 Floodplain Management Ordinance in the Woodbury County Zoning Ordinance
 - b. Approval to schedule April 23rd at 4:42 p.m., April 30th at 4:42 p.m., and May 7th at 4:42 p.m., for three public hearings for the consideration of the draft Woodbury County Comprehensive Plan 2040
 - c. Approval to schedule April 23rd at 4:45 p.m., April 30th at 4:50 p.m., and May 7th at 4:45 p.m., for three public hearings for the consideration of Zoning Ordinance Text Amendments to address the regulations for Utility-Scale Solar Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District

End Consent Agenda

- | | | |
|-----|--|-------------|
| 7. | Secondary Roads – Mark Nahra
Award the quotation for 2024 culvert purchase to Metal Culverts, Inc. for \$105,657.80 | Action |
| 8. | Human Resources – Melissa Thomas
Approval to utilize the services of Elizabeth Ford and Sarah Harris as Medical Examiner Investigators | Action |
| 9. | Board of Supervisors – Jeremy Taylor & Daniel Bittinger
Approve \$200,000 from gaming revenue for FY 2025 to the Courthouse Long-Term Capital Improvement Project fund and direct any unspent balance at the end of each year from Courthouse Maintenance to revert to the Courthouse Long-Term Capital Improvement Project fund rather than General Basic Reserves | Action |
| 10. | Citizen – Robert Agnes
Old Lakeport Road cul-de-sac residents’ access to their homes during construction of the Elk Creek Road paving and round-about | Information |
| 11. | Reports on Committee Meetings | Information |
| 12. | Citizen Concerns | Information |
| 13. | Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- MON., APR. 1 6:00 p.m.** Board of Adjustment meeting, Courthouse Basement Boardroom
- WED., APR. 3 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., APR. 4 12:00 p.m.** SIMPCO Regional Policy and Legislative Affairs Committee Meeting, Hybrid
- WED., APR. 10 7:30 a.m.** SIMPCO Executive-Finance Committee Meeting, 6401 Gordon Drive
- 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 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., APR. 11 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., APR. 17 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., APR. 18 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., APR. 19 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- MON., APR. 22 6:00 p.m.** Zoning Commission Meeting, Courthouse Basement Boardroom
- WED., APR. 24 1:00 p.m.** Hazardous Materials Response Commission Annual Meeting, The Security Institute
- 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., APR. 25 1:30 p.m.** SIMPCO – Community and Economic Development Meeting, Hybrid
- WED., MAY 1 11:00 a.m.** Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
- 1:00 p.m.** Loess Hills Alliance Executive Meeting
- 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- MON., MAY 6 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom

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.

MARCH 26, 2024, THIRTEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, March 26, 2024, at 3:00 p.m. Board members present were Nelson, Ung, Bittinger II, Radig, and Taylor. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, Dennis Butler, Budget and Finance Director, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

Motion by Ung second by Nelson to go into closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

Motion by Ung second by Bittinger to go out of closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

The regular meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.

1. Motion by Ung second by Taylor to approve the agenda for March 26, 2024. Carried 5-0. Copy filed.

Motion by Ung second by Radig to approve the following items by consent:

2. To approve minutes of the March 19, 2024 meeting. Copy filed.

3. To approve the claims totaling \$292,135.63. Copy filed.

4. To receive the appointment of Dylan Hinds, 1633 120th St., Sioux City, as Concord Township Trustee, previously held by Howard Mesz, until the next regular/general election. Copy filed.

5a. To approve the separation of Randy Smith, Motor Grader Operator, Secondary Roads Dept., effective 03-15-24. Resignation.; the appointment of Pablo Ajpacaja, Civilian Jailer, County Sheriff Dept., effective 4-01-24, \$23.97/hour. Job Vacancy Posted 12-06-23. Entry Level Salary: \$23.97/hour.; the appointment of John Gibson, Equipment Operator, Secondary Roads Dept., effective 4-03-24, \$26.63/hour. Job Vacancy Posted 1-31-24. Entry Level Salary: \$26.63/hour.; the appointment of Kyrese Peck, Motor Grader Operator, Secondary Roads Dept., effective 4-03-24, \$26.93/hour. Job Vacancy Posted 1-31-24. Entry Level Salary: \$26.93/hour.; the reclassification of Tyler Javorsky, Civilian Jailer, County Sheriff Dept., effective 4-15-24, \$24.95/hour, 4%=\$.98/hr. Per CWA Civilian Officers Contract agreement, from Class 3 to Class 2.; and the reclassification of John Holmes, Assistant Coordinator, Emergency Management Dept., effective 4-15-24, \$24.00/hour, 4%=\$1.00/hour. 6 month wage increase. Copy filed.

5b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Motor Grader Operator, Secondary Roads Dept. CWA: \$26.93/hour. Copy filed.

6a. To approve the underground utility permit for Long Lines Broadband. Copy filed.

6b. To approve the permit to work in the right of way for Tyler O'Connell. Copy filed.

Carried 5-0.

7a. Bid letting was held for project #CP-2024. The bids are as follows:

Contech, Ankeny, IA	\$105,826.81
Metal Culverts Inc., Maryville, OH	\$105,657.80
TrueNorth Steel, Fargo, ND	\$156,209.36

Motion by Taylor second by Ung to receive the bids from the County Engineer. Carried 5-0. Copy filed.

Motion by Radig second by Bittinger to return bids to County Engineer for review and recommendation. Carried 5-0.

8. Motion by Radig second by Ung to postpone the Salix Drainage District review meeting to June 18, 2024.

Motion by Taylor second by Radig to amend above to add that it is contingent upon confirming that the bond is in place by the petitioner to satisfy the work. Carried 5-0. Copy filed.

9. Reports on committee meetings were heard.

10. There were no citizen concerns.

11. Board concerns were heard.

The Board adjourned the regular meeting until April 2, 2024.

Meeting sign in sheet. Copy filed.

MARCH 26, 2024, SPECIAL MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, March 26, 2024, at 4:00 p.m. Board members present were Taylor, Radig, Nelson, Ung, and Bittinger II. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, Dennis Butler, Budget and Finance Director, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

The meeting was called to order.

A public hearing on proposed property tax levy for FY 24-25 was held. The Chairperson called on anyone wishing to be heard.

Tom Morgan, Merville, Joy VanHolland, Sioux City, Adam Weber, Danbury, and Karen Thornton, Sioux City expressed concerns on the proposed tax levy.

Motion by Ung second by Radig to close the public hearing. Carried 5-0.

The Board adjourned the meeting.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: April 2, 2024

*** PERSONNEL ACTION CODE:**

- | | |
|-----------------|----------------------|
| A - Appointment | R - Reclassification |
| T - Transfer | E - End of Probation |
| P - Promotion | S - Separation |
| D - Demotion | O - Other |

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Campbell, Shona	County Auditor	4/22/2024	Auditor Finance Clerk III	\$24.33/HR		A	Job Vacancy Posted 1/25/2024. Entry Level Salary \$22.63-\$27.88
Parker, Katie	Human Resources	4/1/2024	Secretary III	\$27.88/HR	7.7%=\$2.00/HR	P	Promotion from Senior Clerk to Secretary III

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director



**MASTER CONTRACT BETWEEN
WOODBURY COUNTY, IOWA
AND
COMMUNICATIONS WORKERS
OF AMERICA**

SECONDARY ROADS FOR 2024-2027

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PREAMBLE

THIS AGREEMENT is executed by Woodbury County, hereinafter called "Employer", and Communications Workers of America, hereinafter called "Union".

ARTICLE 1
Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Woodbury County in the following bargaining unit, to-wit:

All employees of the Secondary Roads Department excluding county engineer, road supervisor, foreman, chief surveyor, temporary employees and part-time employees as hereinafter defined, any special status employee hired prior to July 1, 1976, all other employees of Woodbury County, and those employees excluded by Section 4 of the Act.

ARTICLE 2
Intent and Purpose

Section 1. The Employer, the Union, and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Woodbury County.

Section 2. The Employer, the Union, and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement and to assure the effective and efficient operation of Woodbury County.

ARTICLE 3
Seniority

Section 1. Seniority is defined as an employee's length of continuous service with the County from his most recent date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a permanent position.

Section 2. The seniority records for employees shall be maintained by the Employer and shall be available to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) days.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason, is discharged, fails to report within forty-eight (48) hours after notice of recall, or is laid off for a period exceeding twelve (12) months or the employee's seniority, whichever is lesser.

Section 4. An employee promoted from the bargaining unit shall retain but shall not

continue to accrue seniority.

ARTICLE 4 **Hours of Work**

Section 1. This Article is intended to set forth the normal workweek, but shall not be construed as a guarantee of any amount of work per day or per week or as a limitation of hours of work per day or per week. A workweek shall commence at midnight Sunday and continue to midnight the following Sunday.

Section 2. For all members of the bargaining unit except the Draftsman, the normal workweek shall consist of forty-two and one-half (42.5) hours per week, exclusive of unpaid lunch periods. The normal workweek for the Draftsman shall consist of forty (40) hours per week, exclusive of unpaid lunch periods.

Section 3. Employees will receive two (2) ten (10) minute breaks each day at times scheduled by the Employer. Employees will receive a thirty (30) minute unpaid lunch period at times scheduled by the Employer.

Section 4. It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right in its determination of the daily and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and employees shall be required to work as scheduled by the Employer.

Section 5. The Employer, although reserving to itself the right to change the starting and stopping times of the normal workday, agrees not to change such without first posting notice of such changes at least two (2) weeks prior to the day on which such changes are to become effective. Notice of such changes shall be posted in a conspicuous place in each of the Secondary Roads Department County Sheds located in Merville, Correctionville, Oto and Hornick. The Union recognizes there may be times when an adjustment to starting and stopping times may become necessary without the two (2) week notice. Upon mutual agreement, between the Chief Steward or his designee and the County Engineer or his designee, unplanned starting and stopping times shall be distributed fairly amongst the work groups.

ARTICLE 5 **Overtime**

Section 1. All work performed in excess of forty (40) hours per week or eight (8) hours per day shall be paid for at one and one-half (1 1/2) times the employee's regular hourly rate.

Section 2. All overtime work not specifically provided for herein shall be determined and must be authorized by the Engineer or his designee. An employee shall be required to work such overtime as the Employer requires. Any overtime extended to employees shall first be offered by route and equipment assigned to each employee. Should the normal employee operating a

given piece of equipment or route be unavailable, employees shall be offered overtime by seniority. If no employee accepts to work the overtime, forced overtime will be fulfilled starting with the least senior employee to top senior. Notwithstanding the foregoing: (a) Callout overtime pursuant to Section 5 of this Article 5 shall be assigned by seniority only; and (b) Any overtime to assist in an emergency (whether during a shift, adjacent to a shift, callout or otherwise) shall be assigned at the discretion of the Engineer or his designee.

Section 3. No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Section 4. Overtime shall not be used to punish or reward employees.

Section 5. When employees are recalled to work outside of their regular scheduled hours or on a non-scheduled day, they shall receive a minimum of two (2) hours pay for each callout.

Section 6. Not later than July 1 of each year, each employee shall decide whether to receive compensatory time off or cash for overtime hours worked in excess of 42.5 hours in a workweek. Employees shall have the option to bank the five (5) hours overtime earned in each pay period. Employees may be paid out in cash for accrued compensatory time by giving notice at least one pay period in advance. In the event of such notice, compensatory time will be paid out in the next pay period, as part of the employee's regular paycheck.

Employees who elect to receive compensatory time off for overtime hours worked in excess of 42.5 hours in a workweek shall receive compensatory time off on the basis of one and one-half (1 1/2) hours for each hour worked in excess of 42.5 hours subject to the following conditions:

- a) a maximum of 85 hours of compensatory time may be accrued and used in a contract year. At the discretion of the employee, hours worked on a holiday may be compensated with compensatory time off, and any time so compensated shall be included in the 85 hour maximum accumulation. It is understood that the eight hours of compensation for the holiday will be paid in wages and will not be compensated with compensatory time off. (Examples: Employee A works 8 hours on a holiday. Employee A will receive compensation for 8.5 hours in wages and may elect to receive 16 hours either in compensatory time off or in wages. Employee B works 12 hours on a holiday. Employee B will receive compensation for 8.5 hours in wages and may elect to receive 28 hours either in compensatory time off or in wages.)
- b) compensatory time may be used in one (1) hour increments. Vacation may be combined with compensatory time to equal a full day's pay when an employee has less than a full eight and one-half hours of compensatory time.
- c) compensatory time off shall be scheduled by mutual agreement and shall only be used at times which do not unduly disrupt the Employer's operation, and

- d) accrued compensatory time which is not used by December 15th shall be paid in cash in the last pay period in December. For purposes of the initial implementation of this provision, compensatory time shall accrue during the period beginning on July 1, 1992 and ending on September 30, 1993. Thereafter, the accrual period shall be October 1 to September 30. Survey crews shall accrue compensatory time from April 1 through March 31. Compensatory time accrued by survey crew employees which is not used by March 31 will be paid in cash in the second pay period in April.

ARTICLE 6

Holidays

Section 1. Subject to and in accordance with the provisions of this Article, employees shall be granted ten (10) paid holidays, to-wit: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. Probationary employees shall be entitled to holiday pay for holidays occurring during their probationary period the same as regular employees.

Section 2. The Employer shall designate the day on which the holiday is to be observed except that if an aforementioned holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if any aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

Section 3. In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay. In case of an excused absence, the Engineer may waive the requirement of working before and after a holiday to qualify for holiday pay.

Section 4. Employees required to work on a holiday (whether scheduled or called in) shall receive holiday pay equal to their normal day's pay plus pay at double time the basic hourly rate for all hours worked on such holiday up to eight hours and triple time the basic hourly rate for all hours worked in excess of eight hours on such holiday.

ARTICLE 7

Vacations

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedule:

<u>Years of Continuous Service</u>	<u>Hourly Credit</u>	<u>Hours Per Year</u>
After 1 year	40/No. of hours	40 hours
2 or more years, but	80/No. of hours	80 hours

less than 8 years		
8 or more years, but less than 15 years	120/No. of hours	120 hours
15 or more years, but less than 20 years	160/No. of hours	160 hours
20 or more years	200/No. of hours	200 hours

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from his regular job so that he may return to his work refreshed. The vacation year will be the individual employee's anniversary date to anniversary date. Accordingly:

- a) Employees may carry over a maximum number of vacation days which is equal to the amount of vacation accrual earned in the anniversary year just ended. Any vacation hours which exceed the maximum allowable carry over shall be deleted as of the employee's anniversary date if they are not used.
- b) No employee shall be entitled to vacation pay in lieu of vacation.
- c) An employee who terminates employment or an employee whose services are terminated shall receive any vacation earned and not previously taken. Such vacations shall be taken before the employee is dropped from the payroll provided that no vacation may be earned on a pro rata basis until after the employee has worked his first full year.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer.

Section 4. In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

Section 5. An employee who is on vacation shall not be permitted to perform work for any other County Department, Board, or Commission.

ARTICLE 8
Leaves of Absence

A. Sick Leave

Section 1. Sick leave shall be used for personal illnesses and injury, including on-the-job injury or disability, subject to the provisions set out hereinafter. If an employee is injured while gainfully employed by a different employer who carried or is required to carry Worker's Compensation insurance, the employee may use accumulated sick leave to supplement payments

from Worker's Compensation insurance. To the extent the employee has accumulated sick leave, the employee may receive the difference between the Worker's Compensation benefits the employee receives while unable to work and the amount the employee would have been entitled to as gross pay under this contract if the employee had been able to work.

Section 2. Regular employees shall accrue sick leave at the rate of .04615 hours per hour worked up to a maximum of ninety-six (96) hours per year. Employees may accumulate a maximum of six hundred forty (640) hours of sick leave. Sick leave may be taken in a minimum of thirty minute (30) increments.

Section 3. The Employer reserves the right to require a physician's statement for any absence due to sickness. A physician's statement shall be required for any absence of three (3) days or more.

Section 4. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 5. No employee is entitled to compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time.

Section 6. Sick leave may be used, to the extent it is available, for an on-the-job injury or disability. When Worker's Compensation is received, the employee shall have the option of being paid the difference between the amount of compensation and the employee's regular salary. This payment shall be made bi-weekly concurrently with recognized pay periods. Only the amount paid by the County shall be deducted from sick leave credit. The amount of money paid by the County divided by the employee's hourly rate of pay shall determine the number of sick leave hours used.

Section 7. An employee who has accumulated and maintains 640 hours of sick leave will be allowed to convert sick leave earned during the year to vacation at the rate of 4 hours of sick leave for 1 hour of vacation. An employee will cease to be eligible for this conversion any time their accumulated sick leave falls below 640 hours.

Section 8. An employee who is retiring or resigns from service with Woodbury County and has a minimum of 22 years of employment with Woodbury County will be paid for **20%** of their accumulated sick leave up to a maximum of \$3,000.00.

B. Funeral Leave

Section 1. An employee will be granted three (3) days funeral leave to attend the funeral of the employee's spouse, children or step-children, parents or step-parents, and up to three (3) days funeral leave to attend the funerals of the employee's mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, or permanent member of the immediate household.

Section 2. The Engineer may grant additional leave without pay not to exceed a maximum of three (3) additional days to cover special cases involving unusual circumstances.

Section 3. An employee will be granted one (1) day of funeral leave chargeable against sick leave to attend the funeral of members of the family not included above. A member of the family shall include an uncle, aunt, niece, nephew, or first cousin.

Section 4. An employee will be granted one (1) day of funeral leave without loss of pay to serve as a pallbearer.

Section 5. An employee will be granted one (1) day of funeral leave without loss of pay to attend the funeral of a fellow Secondary Roads employee or a fellow Secondary Roads retired employee.

C. Extended Family Leave

An employee may be granted up to 120 hours of family leave per contract year chargeable to accumulated sick leave when it is necessary for them to provide care for a spouse, child or parent with a serious health condition. The employee requesting family leave will be required provide a written statement of the reason family leave is needed and may be required to provide a physician's statement concerning the illness or injury of the spouse, child or parent. This leave shall be non-accumulative. If the leave is granted it may be treated as leave time under the Family Medical Leave Act. However, the Board of Supervisors shall not be bound by any of the terms, conditions or interpretations of the Family Medical Leave Act in deciding whether or not to grant the leave. The decision to grant or deny this leave is in the sole discretion of the Board of Supervisors or its designee. Any leave request which is going to be denied by the designee of the Board shall be presented to the Board of Supervisors and the employee will be invited to present his/her situation to the Board. The decision of the Board of Supervisors is final and is not subject to a grievance under the terms of this contract.

D. Unpaid Personal Leave

Upon written request by an employee who has exhausted all his/her vacation leave, leave without pay may be granted by the County Engineer for up to thirty (30) calendar days in a contract year. Unpaid personal leave may not be used as an extension of emergency leave but may be used for personal illness or injury if sick leave is exhausted.

E. Personal Day

Section 1. Each employee will receive two personal day per contract year. Personal days will be scheduled by mutual agreement between the employee and the Department. Personal days shall not be carried over from contract year to contract year, nor shall they be granted, if unused, to any employee upon retirement, termination or discharge. No employee will be permitted to work his/her personal day.

ARTICLE 9
WAGES

Section 1. The regular rates of pay for each classification of employees is set out in Appendix A for each year beginning in July 1, **2024**, July 1, **2025**, and July 1, **2026**. The Appendix is attached hereto and by this reference made a part hereof. Probationary employees in each classification shall be paid three percent (3%) less than the regular rate set forth in Appendix A for the duration of their probationary period. Employees who successfully complete their probationary period shall be paid the full regular rate starting with the first full pay period following the completion of their probationary period.

Section 2. Any employee whose pay is in dispute, or his representative, shall have the right at reasonable times to examine the time sheets and other records pertaining to the computation of pay of that employee.

Section 3. Employees shall be paid on a bi-weekly basis. The payday shall be on Friday one week following the completion of the pay period.

Section 4. Sub-foremen will be paid an additional \$1.50 per hour for all hours worked when their foreman is on leave and the sub-foreman is performing the duties of the foreman.

Section 5. Wage Schedule Advancement – Employees on Step 1 shall advance on the salary schedule as follows:

Step 1	0 to < 2 years
Step 2	2 to < 8 years
Step 3	8 to < 15 years
Step 4	15 to < 20 years
Step 5	20 years and above

Employees shall be placed upon the wage schedule based on the number of years they have been consecutively employed by the County from their date of hire.

APPENDIX A-1
Wage Schedule
Effective July 1, 2024

APPENDIX A-2
Wage Schedule
Effective July 1, 2025

APPENDIX A-3
Wage Schedule
Effective July 1, 2026

Section 6. Employees performing the duties of a higher classification for more than 3 hours per day will receive the higher pay rate within the same Step for the entire day. Simply driving a piece of mobile equipment from one worksite to another or other tasks when working alongside employees of a higher classification (e.g. brush cutting) would not be performing the duties of a higher classification.

ARTICLE 10
Longevity Pay

Section 1. In addition to their regular compensation, employees shall receive Twenty-two Dollars (\$22.00) per month for each completed five years of continuous, uninterrupted service as a secondary road worker for up to twenty-five (25) years of service or a maximum longevity pay of One Hundred Ten Dollars (\$110.00) per month. Longevity pay shall begin with the first pay period following the completion of each five (5) year service increment. Employees hired after December 31, 2000 will not be eligible to receive longevity pay.

ARTICLE 11
Health and Safety

Section 1. The Employer agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the Employer in maintaining employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements.

Section 2. All new employees, upon initial employment, shall provide satisfactory medical evidence of physical fitness to perform assigned duties. Required medical examination shall be at the expense of the Employer.

Section 3. The County will reimburse employees for the purchase of specialized clothing and footwear necessary to perform the duties of the employee's job, up to a maximum of \$260

for 2024-25, \$275 for 2025-26, \$300 for 2026-27, upon presentation of receipts to the County Engineer.

ARTICLE 12

Adjustment of Grievances

Section 1. A grievance is defined as a dispute between an employee and the Employer concerning the interpretation, application or violation of the express terms of this Agreement. Should an employee have a grievance, it shall be adjusted in the following manner:

Step One. An employee who claims a grievance shall present such grievance orally, with or without his steward, to his supervisor, within fourteen (14) working days after the occurrence upon which the grievance is based. The supervisor shall give his oral answer to the grievance within fourteen (14) working days after the grievance was presented to him.

Step Two. If the grievance is not settled in Step One it may be appealed by the employee and his steward within five (5) working days after the answer of the supervisor. The grievance shall be reduced to writing, signed by the aggrieved employee and the steward, and shall state the facts and the specific section of this Agreement alleged to have been violated, and the remedy or relief sought. The written grievance shall be promptly submitted to the County Engineer or his designated representative and the Human Resource Director. A meeting shall be scheduled within five (5) days of presenting the written grievance. The Human Resource Director shall give his/her answer in writing to the employee and steward within ten (10) working days of the meeting.

Step Three. If the grievance is not settled in Step Two it may be appealed to the Board of Supervisors by the Union by written notice. A meeting shall be scheduled with the Board of Supervisors within five (5) days of receipt of the written notice. The Board of Supervisors shall give answer to the grievance within ten (10) days of the meeting.

Step Four. If the grievance is not settled in Step Three it may be appealed to arbitration by the Union by written notice of a request for arbitration, submitted to the Board of Supervisors within seven (7) calendar days after the receipt of the Employer's Step Three answer. Said written notice shall be signed by a representative of the Union, shall state the facts and the specific section of this Agreement which is to be considered by the arbitrator, and the remedy or relief sought. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

Section 2. The failure by an employee, the Union, or its representative to process a grievance within the applicable times specified above shall bar an employee, the Union, or its representative from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer to reply within the applicable times specified above shall be deemed a denial of the grievance which may then be appealed to the next step. The time limits specified above may be extended by mutual written agreement, and if extended, an answer will be given. If the time limits are not extended, the grievance will be deemed to be automatically denied.

Section 3. An arbitrator selected pursuant to the provisions of Step Three shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitration hearing shall be scheduled not later than sixty (60) days following the date on which the request for arbitration was submitted to the Engineer. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer, the Union, and the aggrieved employee(s). The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

Section 4. The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and the costs of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

Section 5. The Union recognizes the right of the employer to suspend, discharge or take other appropriate disciplinary action for just cause. The employer agrees to use progressive discipline where appropriate.

The intention to take disciplinary action shall be reported to the Director of Human Resources prior to taking any action. The Director of Human Resources shall inform the Union prior to any disciplinary action being taken. However, the employer may immediately suspend an employee with pay while an investigation is pending.

Any disciplinary action may be processed as a grievance through the grievance procedure. A grievance based on a suspension without pay or discharge shall begin with the second step of the grievance procedure. Grievances of all other disciplinary actions shall begin with the first step of the grievance procedure.

ARTICLE 13 **General Conditions**

Section 1. This Agreement shall be construed under the laws of the State of Iowa.

Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agent, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. Bargaining unit employees whose normal working hours are 8.5 hours per day shall receive the same compensation for vacation days, including unused vacation for employees who quit or retire, holidays, sick leave days and funeral leave days as they would receive for a regularly-worked 8.5 hour day. Other employees shall have pay computed on regular 8-hour days.

Section 4. The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

Section 5. The Employer shall post a copy of this Agreement in appropriate places in the offices and sheds.

ARTICLE 14 **Effective Period**

Section 1. This Agreement shall be effective **July 1, 2024**, and shall continue through **June 30, 2027**.

Section 2. This entire Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives this ____ day of _____, **2024**.

[signatures to follow]

WOODBURY COUNTY, IOWA

COMMUNICATIONS WORKERS OF AMERICA

By _____
Chairman, Board of Supervisors

By _____
CWA Representative

By _____
Bargaining Committee Member

By _____
Bargaining Committee Member

By _____
Bargaining Committee Member

By _____
President, Local No. 7103

APPENDIX A-1
Wage Schedule
Effective July 1, 2024 – June 30, 2025

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Equipment Operator	27.88	28.18	28.48	28.78	29.08
Motor Grader Operator	28.18	28.48	28.78	29.08	29.38
Sign Technicians	28.38	28.68	28.98	29.28	29.58
Engineering Technician I	27.24	27.54	27.84	28.14	28.44
Certified Engineering Technician II	31.00	31.30	31.60	31.90	32.20
Draftsman	33.37	33.67	33.97	34.27	34.57

APPENDIX A-2
Wage Schedule
Effective July 1, 2025 – June 30, 2026

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Equipment Operator	28.72	29.03	29.34	29.65	29.96
Motor Grader Operator	29.03	29.34	29.65	29.96	30.26
Sign Technicians	29.23	29.54	29.85	30.16	30.47
Engineering Technician I	28.06	28.37	28.68	28.98	29.29
Certified Engineering Technician II	31.93	32.24	32.55	32.86	33.17
Draftsman	34.37	34.68	34.99	35.30	35.61

APPENDIX A-3
Wage Schedule
Effective July 1, 2026 – June 30, 2027

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Equipment Operator	29.37	29.68	30.00	30.31	30.63
Motor Grader Operator	29.68	30.00	30.31	30.63	30.95
Sign Technicians	29.89	30.21	30.52	30.84	31.16
Engineering Technician I	28.69	29.00	29.32	29.64	29.95
Certified Engineering Technician II	32.65	32.96	33.28	33.60	33.91
Draftsman	35.14	35.46	35.78	36.09	36.41

APPENDIX B
Grievance Report Form

Woodbury County Board of Supervisors
Secondary Road Workers

_____ Grievance # _____
Name of Grievant

Date Filed _____

Second Step

Date Alleged Violation Occurred _____

B. Section(s) of Contract Alleged to Have Been Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature of Grievant

Date

Disposition of Grievance

Signature of Engineer or
Representative

Date

Union: Accept Reject Intent to Arbitrate

Signature of Union
Representative

Date

Third Step

A. Statement of Grievance _____

B. Section(s) of Contract to be Considered by Arbitrator _____

C. Relief Sought _____

Signature of Union
Representative

Date

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

Date: 3/26/2024 Weekly Agenda Date: 4/02/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Consideration of utility permit for placement of fiber communication line in county rights of way

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Farr Technologies has applied for a permit to allow the placement of fiber communication line in county rights of way.

BACKGROUND:

Work in county ROW requires a permit approved by the Board of Supervisors per section 318.8 of the Code of Iowa. The county engineer has reviewed the location and recommends that the work be allowed.

FINANCIAL IMPACT:

No financial impact to the county.

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:

Recommend approval of the permit for Farr Technologies.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the underground utility permit for Farr Technologies and to direct the chair to sign the permit.

**PERMIT FOR USE OF COUNTY ROAD/HIGHWAY RIGHT-OF-WAY
FOR OVERHEAD AND/OR BURIED UTILITIES ACCOMMODATION**

REQUEST BY APPLICANT:

Name Quick Current Broadband, LLC

Highway _____

Address 106 Tallman St., Walthill, NE 68067

Township _____

City of _____

Office Phone 402-214-7538

Local Phone _____

Starting: NW of SW of S35, T87N, R47W

Type of Utility Installation Fiber Optic Communication

See below for more information.

Ending: SW of SW of S35, T86N, R47W

Plans Prepared By Zane Brandt 605-254-1182 Zane.Brandt@farrtechnologies.com

Copy Enclosed Yes No

Map Showing Location Enclosed X Yes No

Utility Location is X cross right-of-way X parallel to right-of-way
 overhead X underground

Proposed Method of Installation

 tunnel suspend on poles cased
 X jack & bore suspend on towers X trench
 open cut X plow

Estimated Starting Date 3/11/2024 Estimated Restoration Date 12/31/2024

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, and special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Applicant is to complete in triplicate and send all copies including plans and maps to Woodbury County Engineer, 759 E. Frontage Road, Merville, IA 51039. One executed copy will be returned to the Applicant.

By *Zane Brandt*
(Signature of Authorized Utility Representative)

Title ROW Agent

Date 2/26/2024

PERMIT APPROVAL BY PERMITTING AUTHORITY

The forgoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

By _____
(Signature of Woodbury County Board Chairman)

Title _____

Date _____

By _____
(Signature of Woodbury County Engineer)

Title _____

Date _____

Other Special Provisions:

Permit Provisions and Conditions of Issuance

- 1. The County and/or the County Board of Supervisors will not be charged with any responsibility for damages to the Applicant's property occasioned by any construction or maintenance operations on said county roads, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the Applicant's facilities. The Board will endeavor to give the Applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any facilities belonging to the Applicant, in order that the Applicant may arrange to protect the facilities. The Board will inform contractors, and others working on the job of the location of the facilities so that reasonable care may be taken to avoid damaging the facilities, however the County and the Board of Supervisors will assume no responsibility for failure to give such notice.

Approved 1/19/99

Fiber Optic communication cable and conduit to be placed in the back of the ROW as best able considering existing utilities. Boring will take place when conduit needs to be placed under an obstacle. Cable to be placed inside a 4-Way 18/14mm of Conduit Bundle at these locations. All restorations shall be completed before the estimated end Date and restored to its original Condition. Asphalt and concrete only to be pot hole and restored as needed. Conduit to be placed at a minimum depth of 36" in ROW or 48" depth at road bore locations.

2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.
3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.
4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.
5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhead lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.
6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.
7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.
8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.
10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.
11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.
12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.

Quick Current Broadband, LLC 2024 Fiber Optic Project
Woodbury Couty and Townships
Site Map



Refer to Construction Sheets for more details on project.
The red line denotes the Proposed Fiber Route.
The green line denotes the Proposed Bore Locations.



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

Date: 3/28/24

Weekly Agenda Date: 4/2/24

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel Priestley

WORDING FOR AGENDA ITEM:

Approval to schedule dates/times for 3 public hearings for the consideration of Zoning Ordinance Text Amendments to Section 5.03 Floodplain Management Ordinance in the Woodbury County Zoning Ordinance. The proposed dates/times are: April 23 at 4:40 PM, April 30 at 4:40 PM, and May 7 at 4:40 PM or best available times on these dates.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Proposal to set public hearing dates/times for the consideration of Zoning Ordinance Text Amendments to Section 5.03 Floodplain Management Ordinance in the Woodbury County Zoning Ordinance. The proposed dates/times are:

April 23 at 4:40 PM or best available time.
April 30 at 4:40 PM or best available time.
May 7 at 4:40 PM or best available time.

BACKGROUND:

On March 25, 2024, the Woodbury County Zoning Commission voted to recommend an ordinance amending the text of the Woodbury County Zoning Ordinance to amend portions of Section 5.03 Floodplain Management Ordinance. The purpose of the proposed amendments are to bring the county's floodplain regulations into compliance with federal and state regulations in anticipation of the new floodplain maps that will go into effect in Woodbury County on July 17, 2024. This action is required so the county may continue its good standing in the National Flood Insurance Program (NFIP).

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:

Approval to schedule dates/times for 3 public hearings for the consideration of Zoning Ordinance Text Amendments to Section 5.03 Floodplain Management Ordinance in the Woodbury County Zoning Ordinance. The proposed dates/times are:

April 23 at 4:40 PM or best available time.
April 30 at 4:40 PM or best available time.
May 7 at 4:40 PM or best available time.

ACTION REQUIRED / PROPOSED MOTION:

Motion to schedule dates/times for 3 public hearings for the consideration of Zoning Ordinance Text Amendments to Section 5.03 Floodplain Management Ordinance in the Woodbury County Zoning Ordinance. The proposed dates/times are:

April 23 at 4:40 PM or best available time.
April 30 at 4:40 PM or best available time.
May 7 at 4:40 PM or best available time.

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

Date: 3/28/24

Weekly Agenda Date: 4/2/24

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel Priestley

WORDING FOR AGENDA ITEM:

Approval to schedule dates/times for 3 public hearings for the consideration of the draft Woodbury County Comprehensive Plan 2040. The proposed dates/times are: April 23 at 4:42 PM, April 30 at 4:42 PM, and May 7 at 4:42 PM or best available times on these dates.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Proposal to set public hearing dates/times for the consideration of the draft Woodbury County Comprehensive Plan 2040. The proposed dates/times are:

- April 23 at 4:42 PM or best available time.
- April 30 at 4:42 PM or best available time.
- May 7 at 4:42 PM or best available time.

BACKGROUND:

The draft comprehensive plan may be accessed online at: <https://tinyurl.com/WoodburyCountyPlan2040>

On March 25, 2024, the Woodbury County Zoning Commission voted to recommend the draft Woodbury County Comprehensive Plan 2040 to the Board of Supervisors. Three public hearings are required for the consideration of the plan. The Board may consider approving the plan through "Resolution" at the end of the process.

The Woodbury County Comprehensive Plan 2020 is intended to serve as an advisory document that outlines the county's vision. The purpose of this comprehensive plan is to provide a current inventory of community services and resources and a thoughtful statement of the community's vision and goals for the future. This comprehensive plan includes analysis of the following planning topics: Housing, Economic Development, Transportation, Public Infrastructure and Utilities, Community Facilities and Services, Land Use and Natural Resources, and Disaster Response, Recovery and Resiliency. The plan can inform grant applications and leverage funding for community projects. Funding agencies look to the plan to learn about the community resources and needs. County Staff can utilize the comprehensive plan as a guide in their work on behalf of the community. The comprehensive plan document provides legal justification for community decisions and ensures that local policies are in step with those of state, regional, and federal planning best practices. The plan process incorporated public participation and facilitated intergovernmental collaboration through review and consideration of neighboring jurisdictions policy and plans.

The proposed public hearing dates/times are:

- April 23 at 4:42 PM or best available time.
- April 30 at 4:42 PM or best available time.
- May 7 at 4:42 PM or best available time.

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:

Approval to schedule dates/times for 3 public hearings for the proposed draft Woodbury County Comprehensive Plan 2040:

The proposed public hearing dates/times are:

April 23 at 4:42 PM or best available time.
April 30 at 4:42 PM or best available time.
May 7 at 4:42 PM or best available time.

ACTION REQUIRED / PROPOSED MOTION:

Motion to schedule dates/times for 3 public hearings for the proposed draft Woodbury County Comprehensive Plan 2040. The proposed public hearing dates/times are:

April 23 at 4:42 PM or best available time.
April 30 at 4:42 PM or best available time.
May 7 at 4:42 PM or best available time.

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

Date: 3/28/24

Weekly Agenda Date: 4/2/24

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel Priestley

WORDING FOR AGENDA ITEM:

Approval to schedule dates/times for 3 public hearings for the consideration of Zoning Ordinance Text Amendments to address the regulations for Utility-Scale Solar Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District. The proposed dates/times are: April 23 at 4:45 PM, April 30 at 4:50 PM, and May 7 at 4:45 PM or best available times on these dates.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Proposal to set public hearing dates/times for 3 public hearings for the consideration of Zoning Ordinance Text Amendments to address the regulations for Utility-Scale Solar Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District.

The proposed dates/times are:

April 23 at 4:45 PM or best available time.
April 30 at 4:50 PM or best available time.
May 7 at 4:45 PM or best available time.

BACKGROUND:

On March 25, 2024, the Woodbury County Zoning Commission voted (4-1) to recommend an ordinance amending the text of the Woodbury County Zoning Ordinance to address the regulations for Utility-Scale Solar Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District.

The proposed public hearing dates/times are:

April 23 at 4:45 PM or best available time.
April 30 at 4:50 PM or best available time.
May 7 at 4:45 PM or best available time.

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:

Approval to schedule dates/times for 3 public hearings for the consideration of Zoning Ordinance Text Amendments to address the conditional permit regulations of Utility-Scale Solar Energy Systems (US-SES) in the General Industrial (GI) Zoning District. The proposed dates/times are:

April 23 at 4:45 PM or best available time.
April 30 at 4:50 PM or best available time.
May 7 at 4:45 PM or best available time.

ACTION REQUIRED / PROPOSED MOTION:

Motion to schedule dates/times for 3 public hearings for the consideration of Zoning Ordinance Text Amendments to address the conditional permit regulations of Utility-Scale Solar Energy Systems (US-SES) in the General Industrial (GI) Zoning District. The proposed dates/times are:

April 23 at 4:45 PM or best available time.
April 30 at 4:50 PM or best available time.
May 7 at 4:45 PM or best available time.

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

Date: 3/28/2024 Weekly Agenda Date: 4/02/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Award bids for annual corrugated metal pipe purchase for 2024, project CP-2024

ACTION REQUIRED:

- Approve Ordinance Approve Resolution Approve Motion
Public Hearing Other: Informational Attachments

EXECUTIVE SUMMARY:

The county road department annually takes bids for corrugated metal pipe culverts for use in road projects and driveways. Bids were received from pipe vendors for board consideration.

BACKGROUND:

The county road department stocks pipe for driveway construction and repairs as well as for use as cross road culverts. Several county project culverts are included in the annual bid as well to get better pricing as part of a large order. Bids received on March 26 have been reviewed and an award recommendation is ready.

FINANCIAL IMPACT:

The culverts are paid for with local 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:

The engineer recommends award to the low bidder, Metal Culverts Inc.

ACTION REQUIRED / PROPOSED MOTION:

Motion to award the quotation for 2024 culvert purchase to Metal Culverts, Inc. for \$105,657.80.

TABULATION OF BIDS

PROJECT NO. **CP-2024**

LETTING DATE March 26, 2024

MAINTENANCE CULVERT PIPE LETTING

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

		**	**	*		*		*	*	*				
		**	**	*	Contech	*	Metal Culverts Inc.	*	TrueNorth Steel	*				
		**	**	*	1114 SE Lorenz Drive	*	P. O. Box 9, 504 Wilson Ind. Rd.	*	1522 40th St. N.	*				
		**	**	*	Ankeny, IA 50021	*	Maryville, MO 64468	*	Fargo, ND 58102	*				
		**	**	*		*		*		*				
		**	QUANTITIES	**	*	UNIT PRICE	AMOUNT	*	UNIT PRICE	AMOUNT	*	UNIT PRICE	AMOUNT	*
1	18" CMP	**	410	I.f.	*	\$ 25.08	\$ 10,282.80	*	\$ 21.50	\$ 8,815.00	*	\$ 39.59	\$ 16,231.90	*
2	24" CMP	**	1722.00	I.f.	*	\$ 33.44	\$ 57,583.68	*	\$ 28.65	\$ 49,335.30	*	\$ 50.41	\$ 86,806.02	*
3	30" CMP	**	118.00	I.f.	*	\$ 41.81	\$ 4,933.58	*	\$ 35.20	\$ 4,153.60	*	\$ 61.42	\$ 7,247.56	*
4	36" CMP	**	320.00	I.f.	*	\$ 50.17	\$ 16,054.40	*	\$ 41.95	\$ 13,424.00	*	\$ 72.76	\$ 23,283.20	*
5	18" Bands	**	12.00	each	*	\$ 62.70	\$ 752.40	*	\$ 32.25	\$ 387.00	*	\$ 47.32	\$ 567.84	*
6	24" Bands	**	46.00	each	*	\$ 83.60	\$ 3,845.60	*	\$ 57.30	\$ 2,635.80	*	\$ 112.64	\$ 5,181.44	*
7	30" Bands	**	4.00	each	*	\$ 104.53	\$ 418.12	*	\$ 70.40	\$ 281.60	*	\$ 141.04	\$ 564.16	*
8	36" Bands	**	11.00	each	*	\$ 125.43	\$ 1,379.73	*	\$ 83.90	\$ 922.90	*	\$ 169.44	\$ 1,863.84	*
9	Special Pipe CP-2024-1	**	1.00	L. S.	*	\$ 4,981.90	\$ 4,981.90	*	\$ 12,012.00	\$ 12,012.00	*	\$ 6,819.62	\$ 6,819.62	*
10	Special Pipe CP-2024-2	**	1.00	L. S.	*	\$ 5,594.60	\$ 5,594.60	*	\$ 13,690.60	\$ 13,690.60	*	\$ 7,643.78	\$ 7,643.78	*
		**			*			*			*			*
		**			*		\$ 105,826.81	*		\$ 105,657.80	*		\$ 156,209.36	*

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

Date: 03/2/2024 Weekly Agenda Date: 04/02/2024

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

WORDING FOR AGENDA ITEM:

Approval to utilize the services of Elizabeth Ford and Sarah Harris as Medical Examiner Investigators

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Ms. Ford and Ms. Harris will assist with Woodbury county death investigations.

BACKGROUND:

Both individuals have previously attended death investigation training courses.

FINANCIAL IMPACT:

Ms. Ford and Ms. Harris will be reimbursed as contractors.

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 utilizing the services of Elizabeth Ford and Sarah Harris as Medical Examiner Investigators

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

Date: 3/26/2024

Weekly Agenda Date: 4/2/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor J. Taylor/D. Bittinger

WORDING FOR AGENDA ITEM:

Designation of FY 2025 Funding of \$200,000 in Gaming Revenue to the Woodbury County Long-Term Capital Improvement Projects Fund and Direct Transfer of Balance at the end of FY 2025 from Courthouse Maintenance rather than General Basic Reserves

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This item is a follow-up from a good robust discussion on 1-23-24 that was promised to bring back at a future date that resulted in the creation of a fund on 2-13-2024 that supervisors decided to wait to fund until after the budget hearing. We have created the policy language for the fund, held a meeting to wind down funds from the previous Courthouse Foundation fund, and can now begin to invest in a way that utilizes non-tax dollars but helps to build long-term funds for the future.

From Previous Background:

The Woodbury County Courthouse is one of the finest buildings in the State of Iowa. During 2018, we had a wonderful centennial that among other things brought in speakers from Chicago, commissioned works of art in commemoration, and highlighted a building valued between \$90-\$120 million. Given the rarity of the William Steele design, the tributes to military service and life as we once were 100 years ago, the building is simply priceless. This item contemplates dedicating money so as to preserve the building in such a way as to practically preserve it for the next one hundred years.

BACKGROUND:

The Law Enforcement Center has a Maintenance Fund of up to \$8 million for a building presently valued at \$70 million. While this would grow at a slower rate (\$250,000 instead of \$400,000 annually, about 62.5%), this fund would be into perpetuity given the longevity of the building whereas the LEC Maintenance Fund has a 20-year shelf-life.)

We are at a present position in FY 25 where we will do what some said would be impossible: keep a flat tax rate in general basic (county-wide tax) and lower the tax rate in rural basic (outside cities) while meeting a very healthy reserve level between 23-25%. This allows us to still save for the future so that we are not limited by \$1.2m, \$1.5m, or whatever bond limitation Iowa Code limits us to in the future should major repairs need to take place for the building.

From our discussion on 1-23-24, I believe each member of the BOS, County Treasurer Tina Bertrand, and Budget Analyst Dennis Butler all gave very valuable insight. With that input in mind, we approved on 2/13/2024 the following:

- +The first year expenditure of \$200,000 would begin "The Courthouse Long-Term Capital Improvement Project Fund" as a separate fund but housed under General Basic bearing interest.
- +The fund would be guided by policy, published annually for transparency and fiduciary accountability purposes as part of the annual budget review process to be examined publicly during budget hearings.
- + Policy language shall be included as to the purposes of funds:

Purpose: Funds shall be used for long-term capital improvement projects that preserve the life, structure, efficiency, building envelope, functionality, artistic integrity, and conformity to the remarkable historicity of the National Landmark building guided by the Building Services Director and Historic Preservation Society. (continued below...)

FINANCIAL IMPACT:

(\$200,000 Gaming Revenue)

Prohibited Uses: The fund shall not be used for general operations, repairs or maintenance under \$15,000 dollars, and only shall be for expenses approved by a majority of the Board of Supervisors. Funds shall not be transferred, de-obligated, used for other building purposes such as the funding of operations or to add new or part-time employees. (cont. below...)

Funding Sources: There are three primary sources of funds:

- 1) Direct appropriation from the Board of Supervisors. It is the intent of the Board of Supervisors to be efficient with taxpayer dollars, keep fiscally responsible reserve levels, and keep debt with commensurate interest payments low. While recognizing that a future board is not legally bound by guiding policy, dedicating \$200,000 annually (approximately 40% of non-tax gaming revenues as of the date of initial establishment for FY 2025), shows a commitment to taxpayers to invest long-term in the sustainability of the County Courthouse and is hereby encouraged at a similar or increased level in future years. Annually each year the Board of Supervisors shall set a level of funding for the upcoming fiscal year.
- 2) Funds that are dedicated to Courthouse repairs and maintenance and which in any year are not expended shall be dedicated to the CLTCIP Fund rather than reverting to General Basic reserves.
- 3) Donations from the general public (heretofore made to the Courthouse Foundation Fund) can be deposited and tax-deductible. Subsequently, it is the intent of the Board of Supervisors to request transfer of \$12,000 (the remaining balance) from the Courthouse Foundation 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 \$200,000 from gaming revenue for FY 2025 to the Courthouse Long-Term Capital Improvement Project fund and direct any unspent balance at the end of each year from Courthouse Maintenance to revert to the Courthouse Long-Term Capital Improvement Project fund rather than General Basic Reserves.

ACTION REQUIRED / PROPOSED MOTION:

Approve \$200,000 from gaming revenue for FY 2025 to the Courthouse Long-Term Capital Improvement Project fund and direct any unspent balance at the end of each year from Courthouse Maintenance to revert to the Courthouse Long-Term Capital Improvement Project fund rather than General Basic Reserves.

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

Date: March 28, 2024 Weekly Agenda Date: April 2, 2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Robert J. Agnes (citizen/ resident of Wdbry Co.)

WORDING FOR AGENDA ITEM:

Old Lakeport Rd cul-de-sac Residents Access to their homes during construction of the Elk Creek Rd paving and Round-About.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

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:

ACTION REQUIRED / PROPOSED MOTION:

Increase the width of the Temporary Access Road to 24ft to allow for Two-Way traffic, including garbage, mail, fire and emergency vehicles to the residensts of the Old Lakeport Rd cul-de-sac during construction on the new intersection.

I've been given the city's most recent proposal which eliminates the temporary easement across my property and reduces the area of the eastern portion that the city will purchase for additional right of way. I and every other resident in the neighborhood still feel that the whole idea and plan for the round-about is unnecessary. I have no real objections to their proposal to me at this time. I've told them earlier that I want to make sure that the residents (nearly 20 houses on our cul-de-sac) are okay with the access for them as well as garbage, mail/freight, and emergency services before I sign anything.

The City sent me their revised plan showing the temporary easement on the Basye property with a 12ft+/- temporary access road and a different location for the water line to service the hydrant. I and Matt Basye had discussed and agreed that a single lane access road would be difficult for people coming in and out of our cul-de-sac. Due to the difference in elevation between Christy Rd and the Old lakeport Rd cul-de-sac, the ability to see oncoming vehicles around the curve on a 12ft wide temporary road is impossible, creating an impasse or accident, and significantly hinder larger/longer vehicles such as delivery/rescue and firetrucks. In a meeting with the city engineers, Matt had requested a wider temporary access or at least traffic lights but both requests were denied. Many tenants in our neighborhood are elderly and are concerned about emergency access. To visualize and help solve this problem, I have attached a sketch showing a 24ft wide access road (highlighted in yellow) and re-drawn the location of the water line (in red and "hatched out" the one shown by the city) which should not only give the contractor more room to install it even with a wider access road, but also be a shorter water installation and be cheaper.

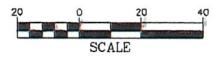
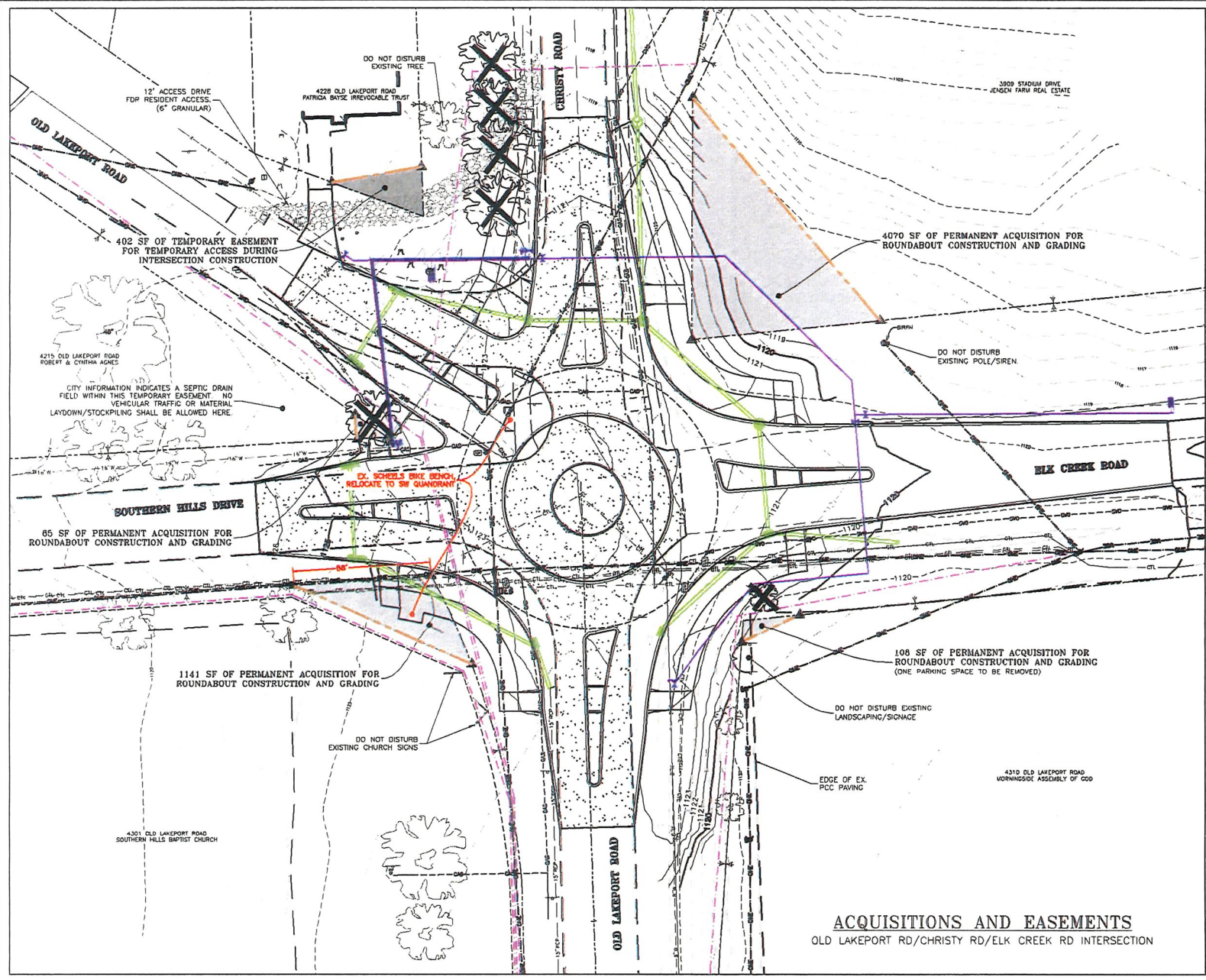
We ask that the county review this request by the citizens and direct the engineers to provide a more adequate access during construction of the new intersection.

Note: the city expects the project to take 4 to 6 months – If there are delays, and the project extends into the winter months or is shut down for a while, the dangers involved with a one lane access would increase significantly.

Robert J. Agnes, Resident of Woodbury County
4215 Old Lakeport Rd. Sioux City, IA 51106

PL. DATE: 3/14/2024 10:28 (1:30 AM)

P: 02.27 D:\DWG\2712041.DWG



R.O.W. LEGEND

- ▲ PROPOSED RIGHT OF WAY
- △ EXISTING RIGHT OF WAY
- ▲ EXISTING & PROPOSED RIGHT OF WAY
- ▲ EASEMENT & EXISTING RIGHT OF WAY EASEMENT (TEMPORARY) AND EX. R.O.W.
- EASEMENT (TEMPORARY)
- EASEMENT
- ✂ PROPERTY
- PERMANENT ACQUISITION AREA
- TEMPORARY EASEMENT AREA
- PROPOSED PROPERTY LINE
- TEMPORARY EASEMENT LINE
- EXISTING PROPERTY LINE

ACQUISITIONS AND EASEMENTS
 OLD LAKEPORT RD/CHRISTY RD/ELK CREEK RD INTERSECTION

ELK CREEK ROAD CONSTRUCTION
 OLD LAKEPORT RD TO N. OF SINGING HILLS BLVD.
 SIOUX CITY, IOWA

ACQUISITION & TEMPORARY EASEMENT PLAN
 OLD LAKEPORT RD/CHRISTY RD/ELK CREEK RD INTERSECTION
PRELIMINARY
 FOR REVIEW ONLY 8-30-23

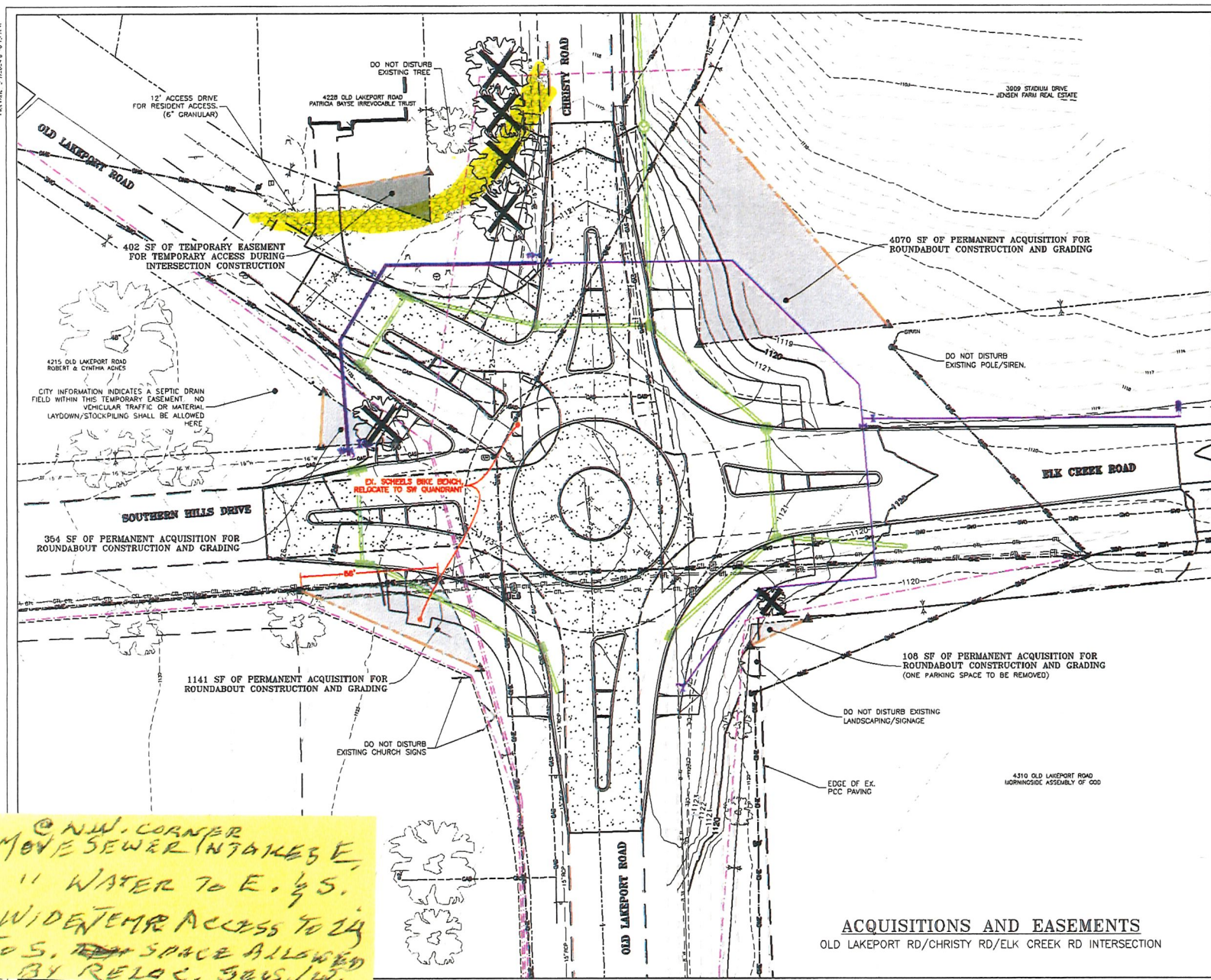
Project Manager: D. WELLS
 Designer: K. MULLENBACH
 Project Number: 271204
 Phone: (712) 266-1554



Sheet
H.01



FILE NO. 3-2024-E-6-D-AM



R.O.W. LEGEND	
	PROPOSED RIGHT OF WAY
	EXISTING RIGHT OF WAY
	EXISTING & PROPOSED RIGHT OF WAY
	EASEMENT & EXISTING RIGHT OF WAY
	EASEMENT (TEMPORARY) AND EX. R.O.W.
	EASEMENT (TEMPORARY)
	PROPERTY
	PERMANENT ACQUISITION AREA
	TEMPORARY EASEMENT AREA
	PROPOSED PROPERTY LINE
	TEMPORARY EASEMENT LINE
	EXISTING PROPERTY LINE

© N.W. CORNER
 1. MOVE SEWER (N TO S) E,
 2. " WATER TO E. 1/4 S.
 3. WIDEN TEMP ACCESS TO 24'
 TO S. TEMP SPACE ALLOWED
 BY RELOC. 300 S.W.

ACQUISITIONS AND EASEMENTS
 OLD LAKEPORT RD/CHRISTY RD/ELK CREEK RD INTERSECTION

ACQUISITION & TEMPORARY EASEMENT PLAN
 OLD LAKEPORT RD/CHRISTY RD/ELK CREEK RD INTERSECTION

PRELIMINARY
 FOR REVIEW ONLY 8-30-23

Project Manager: B. WILLS
 Designer: K. MULLENIX
 Project Number: 272126
 Phone: (712) 366-1554

EGR
 ENGINEERING

Sheet
 H.01

12' ACCESS DRIVE
FOR RESIDENT ACCESS.
(6" GRANULAR)

422B OLD LAKEPORT ROAD
PATRICIA BAYSE IRREVOCABLE TRUST

DO NOT DISTURB
EXISTING TREE

CHRISTY ROAD

402 SF OF TEMPORARY EASEMENT
FOR TEMPORARY ACCESS DURING
INTERSECTION CONSTRUCTION

4215 OLD LAKEPORT ROAD
ROBERT & CYNTHIA AGNES

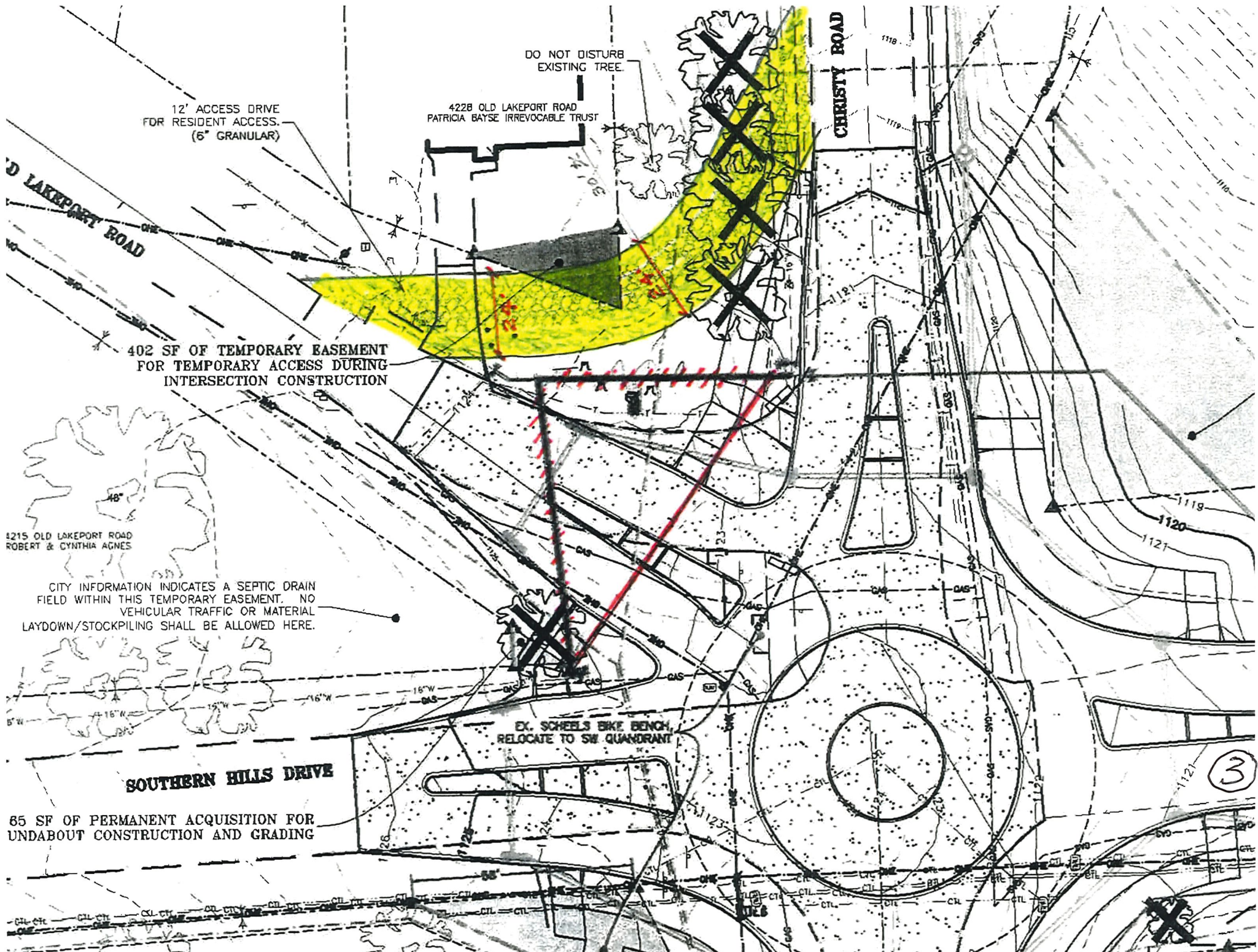
CITY INFORMATION INDICATES A SEPTIC DRAIN
FIELD WITHIN THIS TEMPORARY EASEMENT. NO
VEHICULAR TRAFFIC OR MATERIAL
LAYDOWN/STOCKPILING SHALL BE ALLOWED HERE.

EX. SCHEELS BIKE BENCH,
RELOCATE TO SW QUADRANT

SOUTHERN HILLS DRIVE

85 SF OF PERMANENT ACQUISITION FOR
UNDABOUT CONSTRUCTION AND GRADING

3





January 10, 2024

Robert or Cynthia Agnes
4215 Old Lakeport Road
Sioux City, IA 51106

RE: Elk Creek Road Construction Project

Dear Mr. and Mrs. Agnes:

The City of Sioux City Engineering Division has reviewed your requests as part of the process of acquiring a portion of your property at **4215 Old Lakeport Road** and securing a temporary easement at the same address for the Elk Creek Road Construction Project.

1. The City understands a septic tank and leech field is in the proposed temporary easement.
2. A temporary access path shown in the easement area for the use of the residents on Old Lakeport Road to the north-west of the intersection is attached.
3. The temporary access path will be a wood mulch path maintained by the contractor during construction. No vehicle traffic will be allowed on this mulch path.
 - The wood mulch path will be for foot traffic only and will prevent damage to the leech field.
 - The wood mulch path will be reduced in width to avoid your mailbox and landscaped area on Old Lakeport Road.
 - The City will have notes added to the plans that the Contractor will **NOT** drive vehicles in and will **NOT** store materials or vehicles in the temporary easement area.
4. The tree in the temporary easement area by Southern Hills Drive will not be removed as part of the project.
5. Restoration of the temporary easement area will comply with our standard construction specifications. The requirements are provided below:
 - Have the wood mulch patch removed and as much wood mulch as possible removed.
 - Grade as needed to ensure drainage.
 - The disturbed area will have rock and debris removed, the seedbed will be prepared, and a standard urban lawn mix will be placed over the disturbed area.
 - The contractor will be required to maintain the grass until the grass is live, healthy, growing and is well established without eroded areas, bare spots, weeds, undesirable grasses, disease, or insects.

- Once all of this has been completed the contractor and City will return the maintenance of the healthy and established grass back to you.

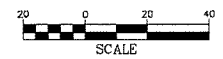
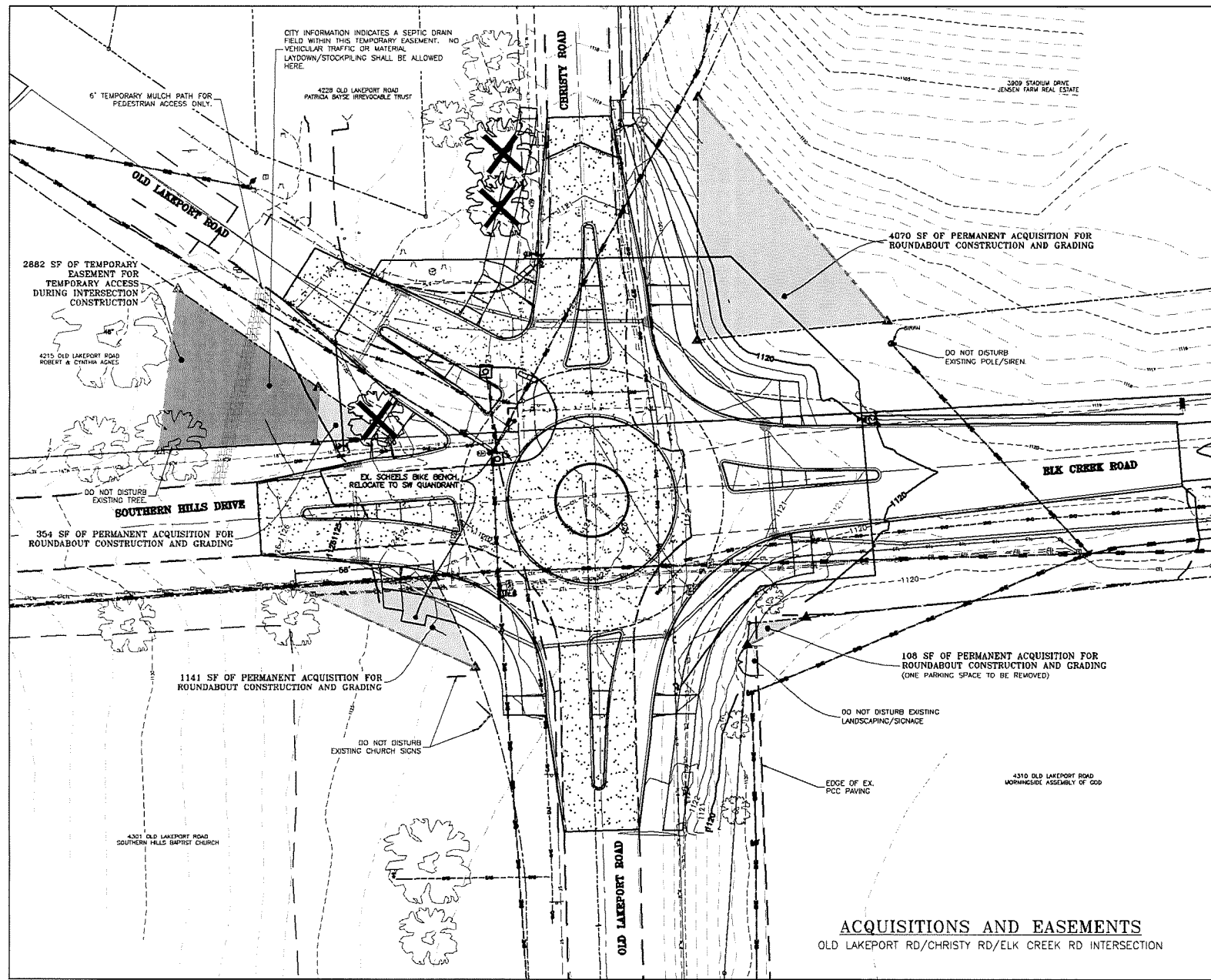
We appreciate your cooperation with this project. If you have any further questions, please contact Justin Pottorff at jpottorff@sioux-city.org or 712-279-6315.



Gordon L. Phair
City Engineer
Engineering and Utilities Divisions
712-279-6330
gphair@sioux-city.org

P.L. 147-203 10/15/12, IA

P. 62-271-2800 ACCT 271-2800-1186



R.O.W. LEGEND	
▲	PROPOSED RIGHT OF WAY
△	EXISTING RIGHT OF WAY
▲△	EXISTING & PROPOSED RIGHT OF WAY
▲△	EASEMENT & EXISTING RIGHT OF WAY
▲△	EASEMENT (TEMPORARY) AND EX. R.O.W.
○	EASEMENT (TEMPORARY)
●	EASEMENT
+	PROPERTY
■	PERMANENT ACQUISITION AREA
▨	TEMPORARY EASEMENT AREA
---	PROPOSED PROPERTY LINE
---	TEMPORARY EASEMENT LINE
---	EXISTING PROPERTY LINE

ACQUISITIONS AND EASEMENTS
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PRELIMINARY
 FOR REVIEW ONLY R-38-23

Project Manager: B. WELLS
 Designer: K. MULLENIX
 Project Number: 27126
 Phone: (712) 266-1554



Sheet
 H.01

Bob Agnes

From: Bob Agnes
Sent: Wednesday, December 6, 2023 7:31 AM
To: jpottorff@sioux-city.org
Cc: mimorgan@sioux-city.org
Subject: Alternate Temp. Access Rd. Suggestion
Attachments: Round-About (RJA Alt. Access Rd.).pdf

Justin,

See attached sketch for my thought on a possible alternative access road.

This would require the paving of both the east portion of Christy Rd. and the north portion of Old Lakeport Rd cul-de-sac while the temporary access road remains in use. The divider islands on each of those roads could be partially constructed to control traffic. Then use both those newly paved single lanes until the access road could be removed and street (and islands) pavement completed. Note: it would still involve some replacement of landscaping which now exists at the location of the temporary access road, but hopefully not infringe on the Basye property nor require any more trees along Christy Rd. to be removed than are shown on DGR's 8/30/23 preliminary plan.

I should be available this Friday for a meeting if you want to schedule such.

Sincerely,

Robert J. Agnes

4228 OLD LAKEPORT ROAD
PATRICIA BAYSE IRREVOCABLE TRUST

OLD LAKEPORT ROAD

CHRISTY ROAD

POSED TEMPORARY
GRAVEL ACCESS

PROPOSED
TEMPORARY
ACCESS
SECTION
LOCATION

15'
ROAD
BENCH

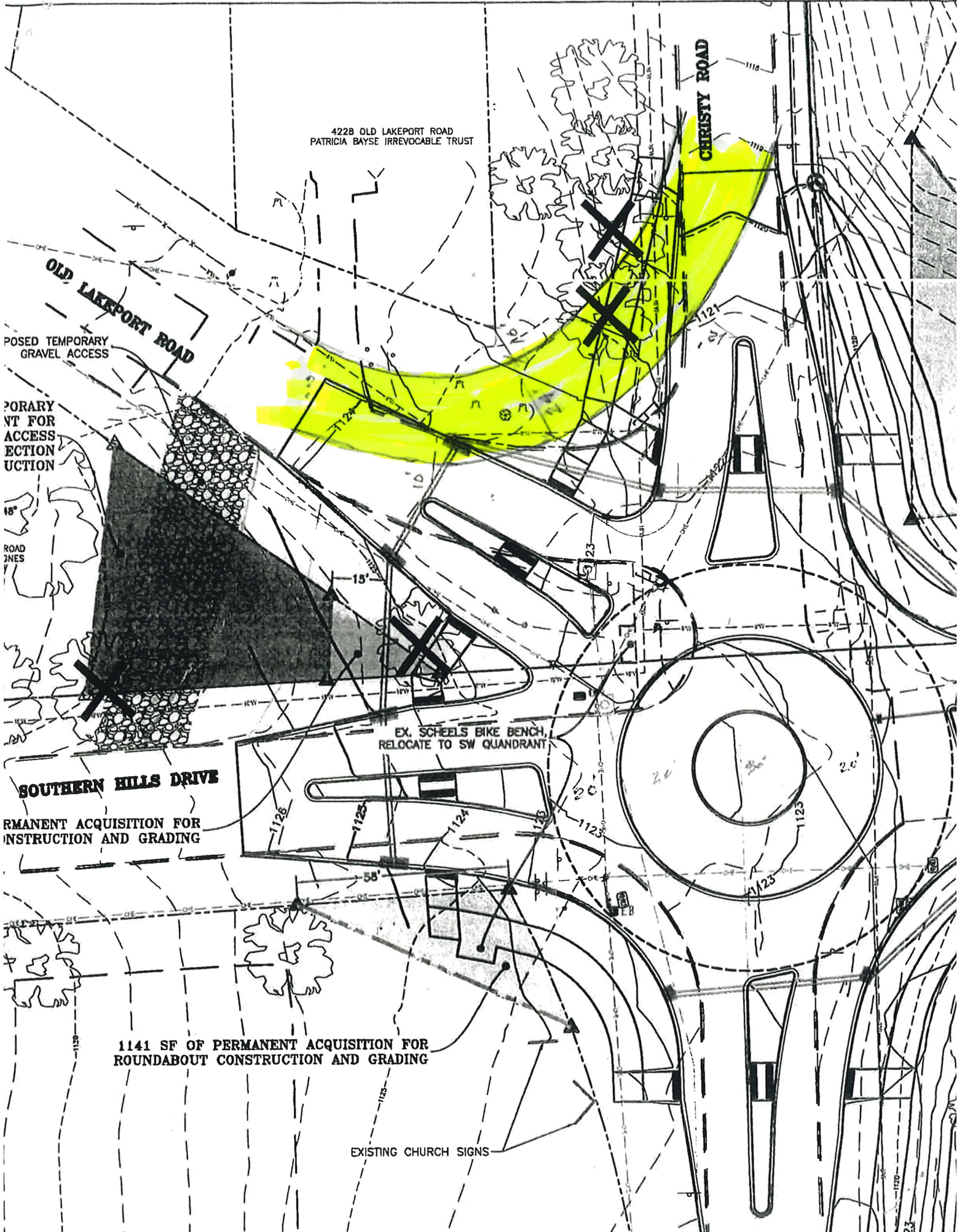
EX. SCHEELS BIKE BENCH,
RELOCATE TO SW QUADRANT

SOUTHERN HILLS DRIVE

PERMANENT ACQUISITION FOR
CONSTRUCTION AND GRADING

1141 SF OF PERMANENT ACQUISITION FOR
ROUNDAABOUT CONSTRUCTION AND GRADING

EXISTING CHURCH SIGNS



Heather Satterwhite

From: Mark Nahra
Sent: Friday, March 29, 2024 1:25 PM
To: Karen James; Heather Satterwhite
Cc: Gordon Phair; Bryan Wells
Subject: Old Lakeport Road concerns
Attachments: roundabout traffic control plan.pdf; roundabout temp easement instructions.pdf

Board members,

I have reviewed the concerns from Mr. Agnes in regard to the proposed easement for access to the dead end segment of Old Lakeport Road. Attached to this email are the plan notes for the temporary access, SUDAS traffic control plan detail, and a diagram of a similar runaround for the Whispering Creek Road project from last year. Over 40 residents were served by a very similarly constructed easement during the closure of that intersection in 2023.

The intersection will be closed to through traffic once work on pavement removal and intersection construction. Only traffic going to the dead end road will be using Christy Road and the temporary easement, accessing from the north on Christy Road past barricades. Only traffic generated within, or serving the dead end road will be utilizing the easement with no conflicting traffic passing through the intersection. Emergency traffic will still be able to access through the intersection from the south on a 24/7 basis as is shown on the traffic control notes on sheet J.01 of the plans, but the intersection is closed to all other traffic. Emergency vehicles, with greater ground clearance, should not have difficulty approaching the dead end segment through construction with the provisions that the contractor is required to follow.

As you can see in the SUDAS diagram in the scan above, accepted traffic control standards for two way traffic only require a 10 foot wide lane for navigating around a lane closure. The plan sheet included in page one of the attached .pdf shows that we are building the temporary road 18' wide. This should be plenty of room for two vehicles to navigate the opening, either at the same time or with one waiting while the other passes.

I will be at the meeting to answer questions, but wanted the board to have some information in advance of comments at the meeting. I am passing them to Karen and Heather so this information can be shared on the screens in the board room during the discussion.

City, county, and consulting engineering staff involved with the project have worked diligently to address the concerns of residents on the dead end and have worked with Sergeant Bluff emergency responders in development of the plan to assure that anyone experiencing an emergency on the dead end route can receive needed response. We have a good plan in place that addresses comments at the public project meeting and should allow the project to be completed while maintaining access to the dead end.

Mark J. Nahra, P.E.
Woodbury County Engineer
759 E. Frontage Road
Merville, IA 51039
Phone: 712-873-3215 or 712-279-6484
Fax: 712-873-3235
Email: mnahra@woodburycountyiowa.gov

15. REFER TO SUDAS FIGURE 8030.116 FOR DETAILS RELATED TO STREET/ROAD CLOSURE.

PATRON/DELIVERY TRAFFIC TO THOSE LOCATIONS. THE SIGNAGE SHALL INCLUDE A MINIMUM OF 6-INCH TALL BLACK LETTERS ON AN ORANGE BACKGROUND. BUSINESSES SHALL BE CALLED OUT GENERALLY AND NOT INDIVIDUALLY. ALL BUSINESS SIGNAGE SHALL BE IN-PLACE PRIOR TO ROUTE BEING CLOSED. COORDINATE WITH PROJECT OBSERVER ON LOCATION AND REQUIRED SIGNAGE.

SIDEWALK NOTES

1. ALL TEMPORARY SIDEWALK CLOSURES SHALL BE BY AN ADA TYPE III BARRICADE WITH "SIDEWALK CLOSED" SIGN AND ORANGE SAFETY FENCE PLACED ACROSS ENTIRE WIDTH OF SIDEWALK AT CLOSURE LIMITS. AN ADA TYPE III BARRICADE WITH "SIDEWALK CLOSED AHEAD" SIGN SHALL BE PLACED AT THE NEAREST UPSTREAM CROSSING TO CLOSED SIDEWALKS.
2. CONTRACTOR TO PROVIDE MIN. 10 DAY ADVANCED NOTIFICATION OF THE SIDEWALK CLOSURE TO THE IOWA DEPARTMENT OF THE BLIND, THE NATIONAL FEDERATION OF BLIND OF IOWA AND THE ENGINEER.
3. EXISTING SIDEWALKS SHALL REMAIN IN PLACE UNTIL NEW SIDEWALK IS READY TO BE CONSTRUCTED OR UNTIL ALL STREET PAVING ADJACENT TO THE SIDEWALK IS IN PLACE AND CAN BE USED FOR PEDESTRIAN TRAFFIC. CONTRACTOR TO FURNISH, INSTALL, MAINTAIN AND REMOVE MULCH SURFACING AS REQUIRED TO COMPLETE UTILITY CONNECTIONS.

TRAFFIC CONTROL/STAGING NOTES

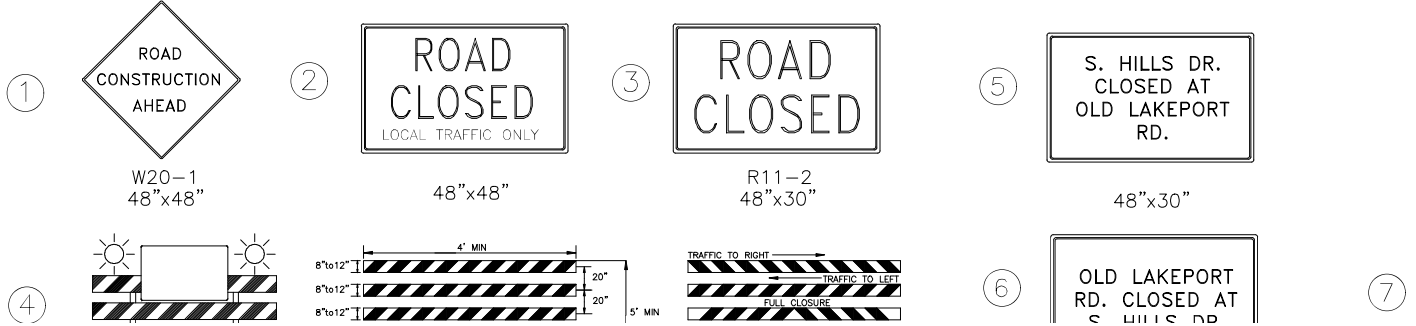
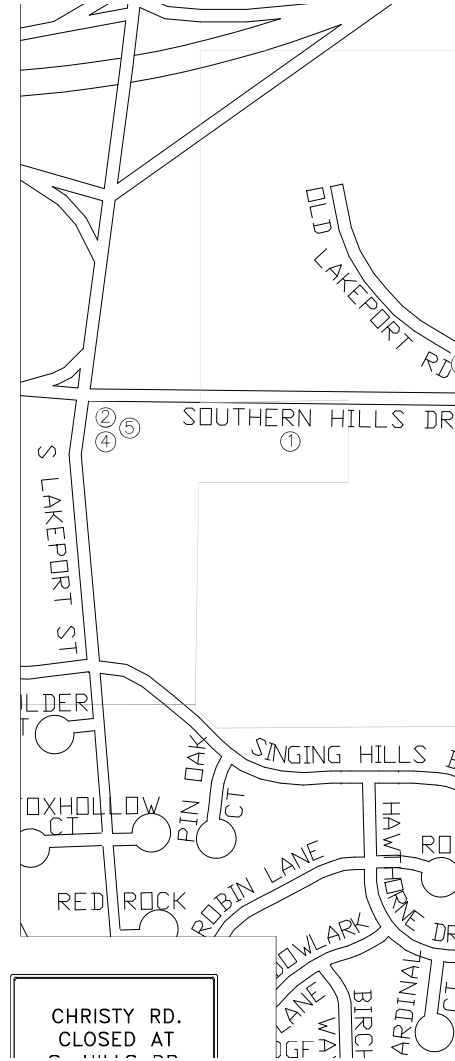
1. WORK IS TO BE COMPLETED IN TWO STAGES.
 - a. STAGE 1 SHALL BE FROM THE SOUTH END OF THE PROJECT TO STA. 64+82. CONTRACTOR SHALL COORDINATE WITH THE FARM TENANT FOR ACCESS TO THE FARM DRIVE AT STA. 56+00 LT.
 - b. STAGE 2 SHALL BE FROM 64+82 TO THE WEST END OF THE PROJECT INCLUDING THE INTERSECTION. **SINGLE LANE RESIDENT ACCESS TO OLD LAKEPORT ROAD NW MUST BE MAINTAINED AT ALL TIMES.**
 - b.1. COMPLETE ALL REMOVALS. SEE RESIDENT & EMERGENCY SERVICES ACCESS NOTES.
 - b.2. COMPLETE ALL UTILITY WORK. SEE RESIDENT & EMERGENCY SERVICES ACCESS NOTES.
 - b.3. COMPLETE PAVING. SEE INTERSECTION PAVING SEQUENCE DETAIL. SEE RESIDENT & EMERGENCY SERVICES ACCESS NOTES.
2. THE ROAD SHALL BE CLOSED TO THRU TRAFFIC DURING CONSTRUCTION.

RESIDENT ACCESS COORDINATION DURING CONSTRUCTION:

1. ONE LANE ACCESS FOR RESIDENTS ON THE OLD LAKEPORT ROAD NW MUST BE MAINTAINED THROUGHOUT STAGE 2.
2. SURFACED ACCESS MUST BE PROVIDED BY A COMBINATION OF STAGED REMOVAL OF EXISTING PAVING, TEMPORARY GRANULAR ACCESS, AND STAGED PAVING OF THE NEW INTERSECTION.

EMERGENCY SERVICES ACCESS COORDINATION DURING CONSTRUCTION:

1. OLD LAKEPORT ROAD NW AND CHRISTY ROAD ARE IN THE COUNTY. SERGEANT BLUFF FIRE & RESCUE (712-943-5000 NON-EMERGENCY NUMBER) IS THE DEPARTMENT THAT WOULD RESPOND TO AN EMERGENCY CALL. THEIR ROUTE TO THIS AREA WOULD BE ON OLD LAKEPORT FROM THE SOUTH.
2. EMERGENCY SERVICES ACCESS MUST BE MAINTAINED THROUGHOUT STAGE 2.
3. THE FOLLOWING NEED TO BE PROVIDED BEFORE THE END OF EACH WORKING DAY:
 - 3.1. GRAVEL FILLETS AT DROPOFFS WHERE PAVING HAS BEEN REMOVED.
 - 3.2. UTILITY TRENCHES MUST BE BACKFILLED TO THE SURFACE.
 - 3.3. PROVIDE A 15' WIDE STRAIGHT LINE PATH FOR EMERGENCY VEHICLES FREE OF EQUIPMENT OR MATERIALS.
4. DURING PAVING OPERATIONS, THE INTERSECTION PAVING MUST BE STAGED IN A WAY THAT EMERGENCY ACCESS TO BOTH OLD LAKEPORT ROAD NW AND CHRISTY ROAD ARE MAINTAINED. SEE THE PAVING SEQUENCE DETAIL ON THIS SHEET.



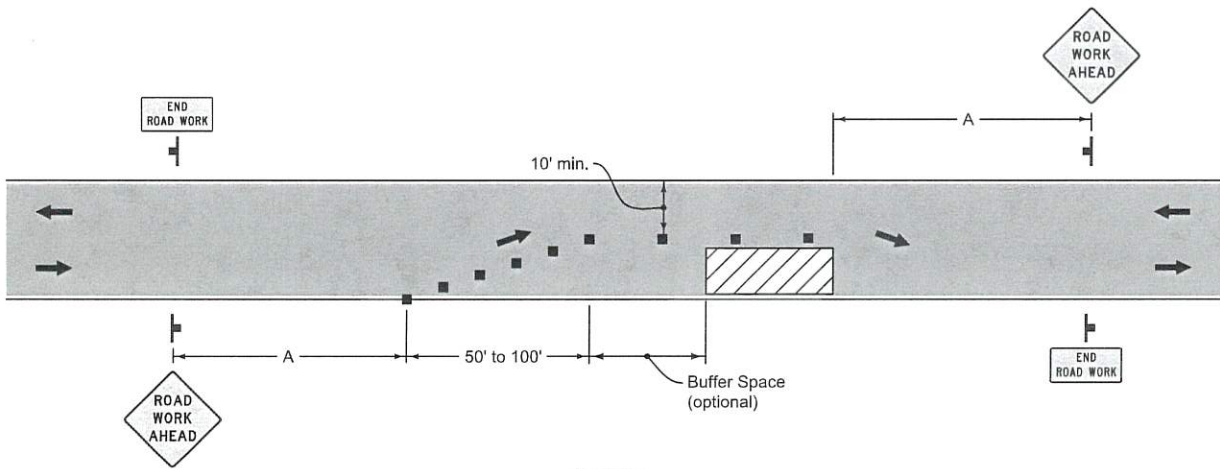
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ESTIMATE REFERENCE INFORMATION

Item No.	Item Code	Description
55	7030-999-A	<p>Temporary Access Drive This item shall include all labor, materials, equipment to furnish, install, maintain, and remove a granular access drive across 4228 Old Lakeport Road as shown in the plans to provide residents access to their homes. The contractor shall coordinate with the project observer prior to construction of the drive and obtain authorization prior to use. The granular layer shall be a minimum of 18 feet wide, 6 inches thick, and shall be clear of excess dirt.</p> <p>The gradation of the granular material shall be modified subbase in accordance with IDOT gradation #14 with less than 8% passing the #200 sieve and shall be reviewed/sampled for approval by the geotechnical engineer at the stockpile source prior to delivery to the site. A layer of non-woven geotextile shall be placed for a separation layer between the lawn and the granular material.</p> <p>Placement and removal of a 6" tall by 30' long by 5' wide asphalt wedge at the west curbline of Christy Road shall be incidental to the Temporary Access Drive bid item.</p> <p>The basis of payment shall be 50 percent of Lump Sum price paid at the beginning of Stage 2 and 100 percent of Lump Sum price paid upon removal of the temporary drive.</p>
56	7040-H	<p>Pavement Removal, Street/Driveway The work shall include the removal and disposal of existing pavement (street and driveway), including curb where shown, regardless of type or thickness, which is not covered under other bid items.</p> <p>Prior to removal operations, the Contractor shall saw cut the street paving 2' away from the removal limit of each street at his cost. Any damage caused to the existing pavement at the removal limit caused by Contractor will be repaired by the Contractor at his cost. The Contractor shall saw a neat, vertical, and straight edge to existing concrete paving prior to placing new paving adjoining existing paving. All sawcuts shall be full depth. Sawcuts will NOT be measured or paid for separately and sawcuts and removal of valve boxes within removed paving shall be considered incidental to this removal bid item.</p>
57-58	8020-D	<p>Painted Pavement Markings, High-Build Refer to Iowa DOT standard road plan PM-110. All markings to be high-build waterborne paint. Reflective beads are required for this bid item. Method of measurement and basis of payment for the markings shall be per linear foot along centerline of marking based on a 4-inch wide line. Measurement of lines wider than 4-1/2 inches will be adjusted by the ratio to a 4-inch line.</p>
59	8020-M	<p>Grooving for Pavement Markings Markings to be grooved according to SUDAS section 8020 3.02 J. Method of measurement and basis of payment for grooving shall be per station based on quantity of pavement markings adjusted by the</p>

ESTIMATE REFERENCE INFORMATION

Item No.	Item Code	Description
61	8040-999-A	<p>Furnish & Install Signage This item shall include all labor, materials & equipment to furnish and install signs designated in the plans. Contractor shall coordinate with the Owner's Representative location of each sign/post(s). All signs & installations must meet FHWA & AASHTO SUDAS section 8040. Refer to 'J' sheets for sign types to be furnished & installed. Signs behind the curb at the exterior of the intersection shall be set on metal U-posts. Signs on the medians or roundabout center island shall be set on perforated square metal concrete mounted breakaway bases. Signs 8-11 shall be mounted on single posts. Signs 12-17 shall be mounted on two posts. The mounting height for signs 8-17 shall be a minimum of 6' gutter grade or 6' if a secondary sign is installed below it per MUTCD.</p> <p>Lettering for street name signs shall be min. 4" high.</p> <p>Basis of measurement and payment will be a lump sum made for all proposed signage.</p>
62	9010-A	<p>Conventional Temporary Seeding, Fertilizing, Mulching For all disturbed areas where construction activity is not planned to occur for 90 calendar days, the area shall be stabilized by temporary seeding or mulching immediately after work has ceased. Temporary seeding shall include application of 4 Urban mixture.</p>
63-64	9010-B	<p>Hydraulic Seeding, Fertilizing and Mulching, Types 1 & 2 All mulching shall be a hydromulch with a bonded fiber matrix and the seed rate shall be Type 1 Lawn Mix or Type 2 Slope & Ditch mixture as noted in the ER sheets.</p> <p>The contractor shall be responsible for all costs associated with watering, mowing, and seeding seeded area during the "care" prior to acceptance by the Owner's Authorized Representative. Areas that are disturbed outside of the limits shown in the plans which have not been accepted by the Owner's Authorized Representative shall be re-seeded at the Contractor's cost. Estimated quantity under 10% overrun.</p> <p>Following this maintenance period and at such time that the Contractor feels that the vegetation is fully established on the entirety of the project, the Contractor shall request in writing to verify the establishment of vegetation. When it is determined, at the sole discretion of the Owner's Authorized Representative, that vegetation has been properly established, the Contractor shall be relieved of a "Care of Seeded Lawns" informational letter and door hanger provided by the Contractor to all property owners and tenants. Upon acceptance of the vegetation by the Owner's Authorized Representative and delivery of the informational letter, the Contractor's responsibility for vegetated areas is no longer the responsibility of the Contractor, unless otherwise stated in the contract.</p>
65	9040-A-2	<p>SWPPP Management Contractor to coordinate weekly inspection time with Owner. Owner's Representative to attend weekly inspections.</p>



Alternate 1

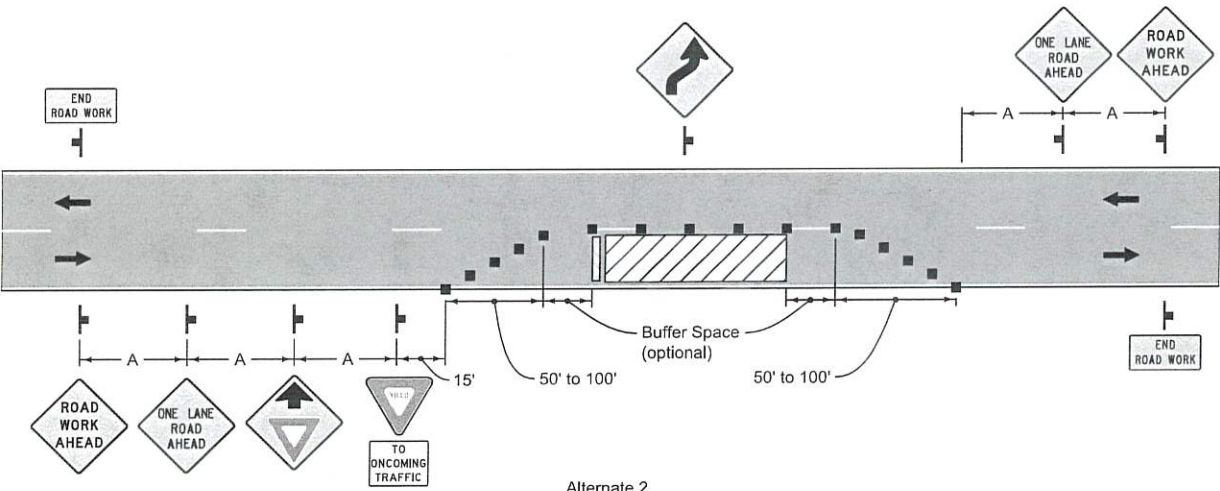
Refer to Figure 8030.101 for symbol key and sign spacing.

Alternate 1

Use of Alternate 1 is restricted to low-speed roadways with good sight distance (paved or unpaved) during daylight hours.

Traffic may be self-regulating when the work space is short and drivers can see the roadway beyond.

Use one or two flaggers when motor vehicle traffic cannot effectively self-regulate.



Alternate 2


Alternate 2

Use of Alternate 2 is restricted to roadways where average daily traffic is fewer than 400 vehicles and good sight distance exists.

Do not use within 2,500 feet of a similar work site.

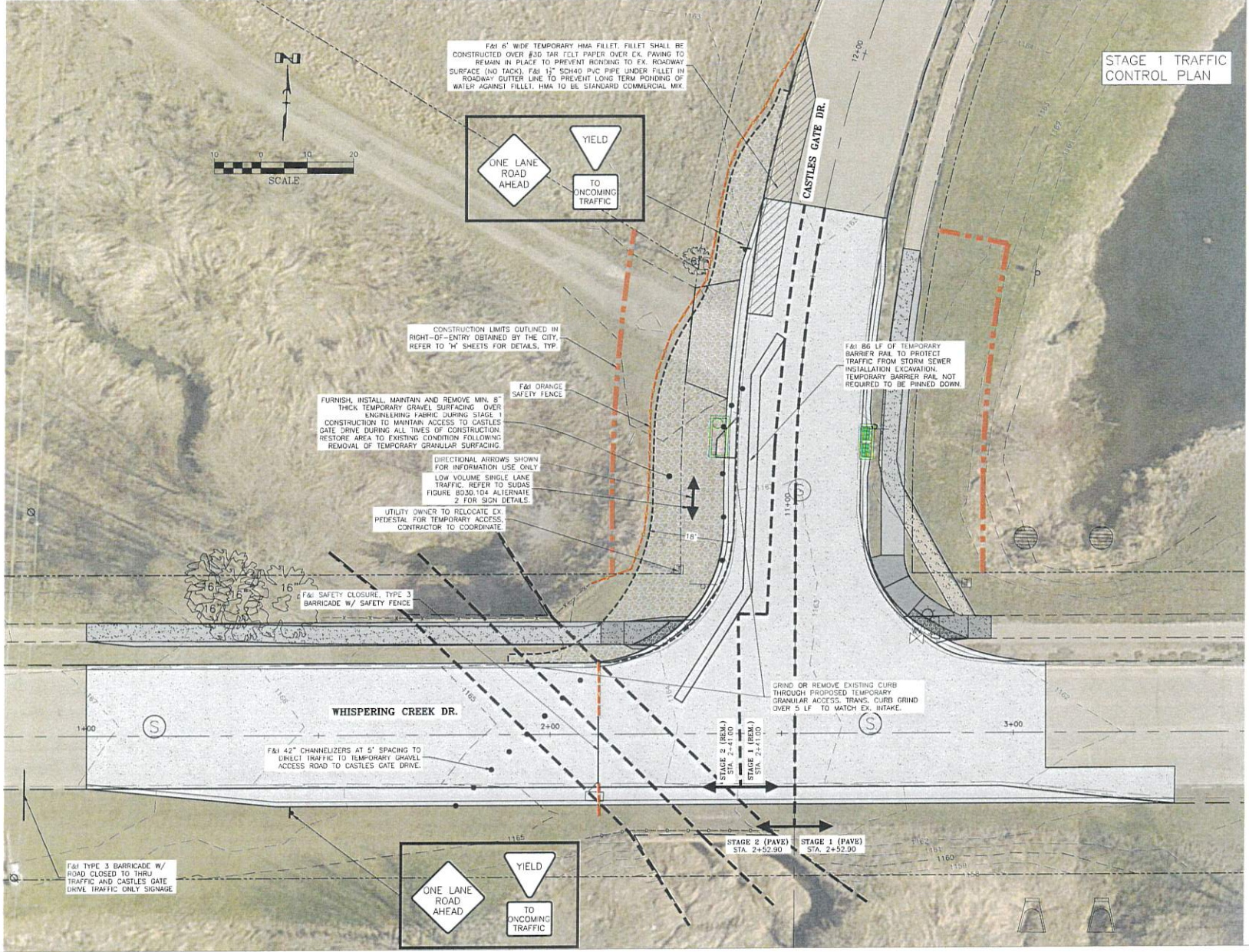
May be used for overnight closures. During non-working hours remove materials, equipment, or stockpiled waste and fill or cover excavations.

FIGURE 8030.104 SHEET 1 OF 1

	REVISION New 10-17-17	
	SUDAS 8030.104	
	SHEET 1 of 1	
SUDAS Standard Specifications		
LANE CLOSURE ON LOW VOLUME STREET (SELF-REGULATING)		

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WHISPERING CREEK DRIVE & CASTLES GATE DRIVE
INTERSECTION REPAVING PROJECT
SIOUX CITY, IOWA

TRAFFIC CONTROL PLAN DETAILS
STAGE 1

Project Manager: BNW
Designer: ACG
Project Number: 273115
Phone: (712) 266-1554



Sheet
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