NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(NOVEMBER 10, 2026) (WEEK46 OF 2026)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Daniel A. Bittinger II	Kent T. Carper	David L. Dietrich	Mark E. Nelson	Matthew A. Ung
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held November 10, 2026, 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 will recognize the agenda item presenter before asking for public comments or board discussion.
3. Members of the public will approach the microphone one at a time and give their name and city of residence before their statement.
4. Members of the public who comment will limit their remarks to three minutes on any one item and address their remarks to the Board.
5. At the beginning of discussion on any item, the Chair may request statements in favor of an action be heard first followed by statements in opposition to the action. The Chair may also request delegates provide statements on behalf of multiple speakers.
6. Any concerns or questions which do not relate to a scheduled item on the agenda will be heard under the item "Citizen Concerns." Please note the Board is legally prohibited from taking action on or engaging in deliberation on concerns not listed on the agenda, and in such cases the Chair will request further discussion take place after properly noticed.
7. Public comment by electronic or telephonic means is prohibited except for a particular agenda item when approved by the Chair 24 hours before a meeting or by a majority of the board during a meeting for a subsequent meeting.

AGENDA

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

1. Approval of agenda Action

Consent Agenda

Items 2 through 4 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 November 3, 2026, meeting

3. Approval of claims

4. Human Resources – Melissa Thomas
   a. Approval of Memorandum of Personnel Transactions
   b. Authorization to Initiate Hiring Process
   c. Approval of retiree request to remain on county insurance

End of Consent Agenda

5. County Auditor – Michelle Skaff
   a. Receive for signatures the canvass of the 2026 General Election — Action
   b. Receive for signatures a Resolution of Certification (Canvass) of the General Election — Action

6. Board of Supervisors – Ken Carper
   Presentation of resolution thanking and commending Dawn Norton for her service on the United Way Campaign for Woodbury County — Information

7. CMBA Architects – Terry Glade

4:40 p.m. (Set time)

   a. Public hearing for the Crittenton Center Transitional Therapeutic Home Renovation Project — Action
   b. Approval of December 1st at 3:00 p.m. in the Board of Supervisors Office to open bid submissions and authorize County Board of Supervisors Office to do so for the Crittenton Center Transitional Therapeutic Home Renovation — Action
   c. Approval of December 1st at 4:40 p.m. to have Board officially "Request Board Resolution to Recommend Contract" for the Crittenton Center Transitional Therapeutic Home Renovation to the lowest, responsive, responsible bidder — Action

8. Secondary Roads – Laura Sievers
   a. Approve the utility permit for MidAmerican Energy Company and determine a fine for MidAmerican for the utility that was installed without a permit — Action
   b. Approval to purchase a 2027 Ram 5500 from Edwards Auto Group for $78,681 for the Weed Commissioner — Action

9. Board Administration – Ryan Ericson
   a. Approval of participation form for the National Opioids Settlement with Albertsons — Action
   b. Approval of Inter-Fund transfer of $4,015,012 from Debt Services Fund to the Law Enforcement Center Authority Fund — Action
   c. Approval of Inter-Fund transfer of $87,456.43 from the General Basic Fund to the Local Option Sales Tax Fund — Action
   d. Approval of Inter-Fund transfer of $139,180.56 from the Southbridge Interchange Fund to the Debt Services Fund — Action

10. Human Resources – Melissa Thomas
    Approval to develop and implement secondary roads policies to replace the provisions currently covered under the CWA Collective Bargaining Agreement — Action

11. Reports on Committee Meetings — Information

12. Citizen Concerns — Information

13. Board Concerns — Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

TUE., NOV 10	**12:00 p.m.**	District Board of Health Meeting, 1014 Nebraska St.
WED., NOV 11	**8:05 a.m.**	Woodbury County Information Communication Commission, First Floor Boardroom
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
WED., NOV 18	**7:30 a.m.**	SIMPCO Executive Finance Committee Meeting, 6401 Gordon Drive
	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
	1:00 p.m.	Local Emergency Planning Committee Meeting, 6401 Gordon Drive
THU., NOV 19	**10:00 a.m.**	Siouxland Reginal Transit System Board of Directors Meeting, 6401 Gordon Drive
	11:00 a.m.	Western Iowa Community Improvement Regional Housing Trust Fund Board of Directors, 6401 Gordon, Dr.
	12:00 p.m.	SIMPCO Board of Directors Meeting, 6401 Gordon Drive
	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
FRI., NOV 20	**9:00 a.m.**	Hungry Canyons Alliance Meeting, Council Bluffs
MON., NOV 23	**5:00 p.m.**	Zoning Commission Meeting, Courthouse Basement Boardroom
THU., NOV 26	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, 6401 Gordon Dr.
WED., DEC 2	**7:30 a.m.**	SIMPCO Executive/Finance Committee, 6401 Gordon Drive
	10:00 a.m.	Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
	11:00 a.m.	Loess Hills Alliance Executive Meeting
	1:00 p.m.	Loess Hills Alliance Full Board Meeting
	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
FRI., DEC 4	**12:00 p.m.**	SIMPCO Regional Policy and Legislative Committee, 6401 Gordon Drive
MON., DEC 7	**5:00 p.m.**	Board of Adjustment meeting, Courthouse Basement Boardroom
WED., DEC 9	**7:30 a.m.**	SIMPCO Executive Finance Committee Meeting, 6401 Gordon Drive
	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
THU., DEC 10	**12:00 p.m.**	SIMPCO Board of Directors, 6401 Gordon Drive.
	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park

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.

NOVEMBER 3, 2026, FORTY-FIFTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, November 3, 2026, at 4:30 p.m. Board members present were Nelson, Dietrich, Ung, and Bittinger II; Carper was absent. Staff members present were Karen James, Board Administrative Assistant, Joshua Widman, Assistant County Attorney, Ryan Ericson, Budget and Finance Director, and Shona Campbell, Deputy Auditor/Clerk to the Board.

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

1. Motion by Nelson second by Dietrich to approve the November 3, 2026, agenda. Carried 4-0. Copy filed.

   Motion by Nelson second by Dietrich to approve the following items by consent.

2. To approve minutes of the October 27, 2026 meeting. Copy filed.

3. To approve the claims totaling $695,341.70. Copy filed.

4. To approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes through the redemption process for Maria Martinez, parcel #894730238001.

WOODBURY COUNTY, IOWA
RESOLUTION #14,135
RESOLUTION APPROVING PETITION FOR SUSPENSION
OF TAXES THROUGH THE REDEMPTION PROCESS

WHEREAS, Maria Martinez and as titleholder of property located at 460 John Street, Sioux City, Iowa, Woodbury County, Iowa, and legally described as follows:

Parcel # 894730238001

HORNICKS 3RD N ¼ LOTS 6 - 7 BLOCK 32

WHEREAS, Maria Martinez, as titleholder of the aforementioned property has petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2017 Iowa Code Section 447.9(3) and,

WHEREAS, the Board of Supervisors recognizes from documents provided that the petitioner is unable to provide to the public revenue; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby directs the County Auditor to redeem this property Parcel #894730238001 owned by the petitioner from the holder of a certificate of purchase of the amount necessary to redeem under section 447.9, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this parcel.

SO RESOLVED this 3rd day of November, 2026.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

5. To approve the property tax refund for Marnis Petersen Estate, parcel #874217200003, in the amount of $1,162.00. Copy filed.

6. To approve the disposition of the 2005 Ford F450, clam bucket, and two Woods Rotary Mowers. Copy filed.

7a. To approve the separation of Jae Echer, Assistant County Attorney, County Attorney Dept., effective 11-06-2026. Resigned.; the reclassification of David Klocke, Courthouse Safety & Security, County Sheriff Dept., effective 11-09-2026, $26.17/hour, 11%=$2.51/hr. Per AFSCME Courthouse-Move to Step 5. Anniversary Date: 11/10/26.; the reclassification of Kenie Davidson, Senior Clerk, County Treasurer Dept., effective 11-09-2026, $24.31/hour,

4%=$0.89/hr. Per AFSCME Courthouse-Move to Step 3. Anniversary Date: 11/10/26.; the reclassification of Jedidiah Litras, Civilian Jailer, County Sheriff Dept., effective 11-09-2026, $28.19/hour, 4%=$0.98/hr. Per CWA Civilian-Move to Step 2. Anniversary Date: 11/12/26.; the reclassification of Gage Davis, Civilian Jailer, County Sheriff Dept., effective 11-09-2026, $28.19/hour, 4%=$0.98/hr. Per CWA Civilian-Move to Step 2. Anniversary Date: 11/12/26.; the appointment of CeCe Stanish, Appointed Deputy Real Estate/Recorder, County Auditor Dept., effective 11-09-2026, $87,935.42/year. Appointed.; and the separation of Haley Messerschmidt, Assistant County Attorney, County Attorney Dept., effective 11-20-26. Resigned. Copy filed.

7b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Assistant County Attorney (2), County Attorney Dept., AFSCME Attorney - Entry Level: $88,152.00/year. Copy filed.

Carried 4-0.

8. Motion by Nelson second by Bittinger to approve the 2026 Annual Weed Commissioner Report. Carried 4-0. Copy filed.

9. Motion by Ung second by Nelson to approve the expenses for the Emergency Services Wi-Fi updates and Maintenance of the House Generator at a combined cost of $12,701.40. Carried 4-0. Copy filed.

10a. Motion by Nelson second by Bittinger to receive the final report and Zoning Commission's recommendation from their 10/26/26 meeting to approve the final plat of Greene Acres Addition, a minor subdivision to Woodbury County, Iowa, involving parcels #89462930017 and #894629300018 for Walter Greene & Jane A. Greene and Word of Life Ministries, an Iowa Corporation (1478 Bucanan Ave., Sioux City, IA, 51106). Carried 4-0. Copy filed.

10b. Motion by Nelson second by Bittinger to approve and authorize the Chairperson to sign a Resolution accepting and approving Greene Acres Additon, a minor subdivision to Woodbury County, Iowa. Carried 4-0.

BOARD OF SUPERVISORS
RESOLUTION #14,136
ACCEPTING AND APPROVING GREENE ACRES ADDITION
A MINOR SUBDIVISION
WOODBURY COUNTY, IOWA

WHEREAS, THE OWNERS AND PROPRIETORS DID ON THE 26th DAY OF October, 2026, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS GREENE ACRES ADDITION, WOODBURY COUNTY, IOWA; AND

WHEREAS, IT APPEARS THAT SAID PLAT CONFORMS WITH ALL OF THE PROVISIONS OF THE CODE OF THE STATE OF IOWA AND ORDINANCES OF WOODBURY COUNTY, IOWA, WITH REFERENCE TO THE FILING OF SAME; AND

WHEREAS, THE ZONING COMMISSION OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT; AND

WHEREAS, THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

NOW THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF GREENE ACRES ADDITION, WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNERS AND PROPRIETORS A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS 3rd DAY OF November, 2026.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

11. Reports on Committee meetings were heard.

12. Robin Schiro addressed the board with concerns.

Dan Priestley addressed the board concerning the Data Center Meeting at Salix on Monday, November 9, 2026.

13. Board concerns were heard.

The Board adjourned the regular meeting until November 10, 2026.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: November 10, 2026

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Bremer, Virgil	Secondary Roads	11-05-2026	Senior Engineering Technician III	$41.00/hour	21%=$7.09/hr	R	Promoted
Alvarez-Arreola, Roberto	Juvenile Detention	11-12-2026	Youth Worker - PT	$23.40/hour		A	Job Vacancy Posted on 7/1/2026.Entry Level Salary: $23.40/hr
Uhl, Bradley	Building Services	11-16-2026	Custodian	$18.31/hour		A	Job Vacancy Posted 10/8/26. Entry Level Salary: $18.31
Butler, Seth	Sheriff's Office	11-23-2026	Deputy	$39.94/hour	6%=$2.43/hr	R	Per CWA Deputy- Move from 1st Class to Senior. Anniversary Date: 11/29/26
Kamradt, Kari	Sheriff's Office	11-23-2026	Civilian Jailer	$28.83/hour	2%=$0.64/hr	R	Per CWA Civilian-Move to Step 3. Anniversary Date: 11/28/26

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas

Woodbury County Secondary Roads Department

759 E. Frontage Road · Moville, Iowa 51039

Telephone (712) 279-6484 · (712) 873-3215 · Fax (712) 873-3235

To: Human Resources Department

From: Laura Sievers, PE, Woodbury County Engineer

Date: November 5, 2026

Subject: Senior Engineering Technician

This memo serves as formal notification that Virgil Bremer has applied for and been approved for promotion to the Senior Engineering Technician position.

The promotion is approved effective immediately, November 5, 2026. Please process the necessary personnel records, position classification, and applicable compensation adjustments to reflect this change.

Thank you for your attention to this matter.

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: November 10, 2026

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Secondary Roads	Summer Laborers - Temp (5)	$18.00/hr		
Secondary Roads	Engineering Aides – Temp (3)	$20.00/hr		

_____

Chairman, Board of Supervisors

(AUTHFORM.doc/FORMS)

Woodbury County Secondary Roads Department

759 E. Frontage Road · Moville, Iowa 51039

Telephone (712) 279-6484 · (712) 873-3215 · Fax (712) 873-3235

To: Human Resources Department

From: Laura Sievers, PE, Woodbury County Engineer

Date: November 5, 2026

Subject: Request for Approval to Hire Temporary Summer Staff

Please proceed with initiating the advertising process for the approved temporary positions.

The positions to be advertised are as follows:

Five (5) Temporary Summer Laborers – Starting pay of $18.00 per hour, with a $0.50 per hour increase for each additional year of experience with Woodbury County Secondary Roads. Positions will report to Hornick, Oto, Correctionville, or Moville.

Three (3) Temporary Engineering Aids – Starting pay of $20.00 per hour, with a $0.50 per hour increase for each additional year of experience with Woodbury County Secondary Roads. Positions will report to Moville.

To ensure adequate staffing for the upcoming construction and maintenance season, I recommend beginning the advertising process as soon as possible as other entities are also advertising for next summer help currently.

Please let me know if any additional information is needed to move forward.

Thank you.

October 27th, 2026

Woodbury County Board of Supervisors
Woodbury County, Iowa

Subject: Continuation of Health and Dental Insurance

Dear Members of the Board of Supervisors,

As I prepare for retirement from the Woodbury County Sheriff's Office, I am writing to confirm my intention to remain on Woodbury County's health and dental insurance programs following my retirement.

Please let me know if there are any forms or additional paperwork I need to complete to ensure continued coverage.

Thank you for your assistance.

Respectfully,

Todd Harlow

WOODBURY COUNTY
AGENDA ITEM(S) REQUEST FORM

Date: 11/5/2026 **Weekly Agenda Date:** 11/10/2026

Elected Official / Department Head / Citizen: Auditor Recorder Michelle Skaff

Wording for Agenda Item:

Receive for signatures the canvass of the 2026 General Election.

Action Required:

Approve Ordinance ☐ Approve Resolution ☐ Approve Motion ☒

Hold Public Hearing ☐ Informational ☐ Attachments ☐

Set Time:

Reviewed by County Attorney's Office: ☐

Background & Financial Impact:

na

Recommendation:

Motion by second by to receive for signatures the canvass of the 2026 General Election.

Approved by Board of Supervisors on March 17, 2026

WOODBURY COUNTY
AGENDA ITEM(S) REQUEST FORM

Date: 11/5/2026 **Weekly Agenda Date:** 11/10/2026

Elected Official / Department Head / Citizen: _

Wording for Agenda Item:

receive for signatures a Resolution of Certification (Canvass) of the General Election.

Action Required:

Approve Ordinance ☐ Approve Resolution ☒ Approve Motion ☒

Hold Public Hearing ☐ Informational ☐ Attachments ☐

Set Time:

Reviewed by County Attorney's Office: ☐

Background & Financial Impact:

Recommendation:

Motion by second by to receive for signatures a Resolution of Certification (Canvass) of the General Election.

Approved by Board of Supervisors on March 17, 2026

WOODBURY COUNTY
AGENDA ITEM(S) REQUEST FORM

Date: 11/5/2026 **Weekly Agenda Date:** 11/10/2026

Elected Official / Department Head / Citizen: Kent Carper - Board of Supervisors

Wording for Agenda Item:

Presentation of resolution thanking and commending Dawn Norton for her service on the United Way Campaign for Woodbury County

Action Required:

Approve Ordinance ☐ Approve Resolution ☐ Approve Motion ☒

Hold Public Hearing ☐ Informational ☐ Attachments ☒

Set Time:

Reviewed by County Attorney's Office: ☐

Background & Financial Impact:

Recommendation:

Present the resolution to Dawn Norton

Attachments:

resolution

Approved by Board of Supervisors on March 17, 2026

WOODBURY COUNTY, IOWA

RESOLUTION NO._____

A RESOLUTION THANKING AND COMMENDING

Dawn Norton

FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Dawn Norton has faithfully served as the Woodbury County United Way Chairperson for the past ten years, demonstrating a tremendous amount of dedication, time, and energy to ensure the continuous success of the annual campaign; and

WHEREAS, during her decade of leadership, Dawn Norton went above and beyond her regular duties to distribute and collect pledge forms, coordinate payroll deductions, organize engaging fundraising events, and purchase prizes for the main drawings; and

WHEREAS, her most impactful contribution has been helping to educate county employees on how their individual contributions make a profound, tangible difference in the lives of people throughout the Siouxland community; and

WHEREAS, leading this campaign for ten consecutive years represents an extraordinary level of civic responsibility, made even more commendable by the fact that she balanced these duties while working in a uniquely small department; and

WHEREAS, as the Woodbury County United Way campaign prepares to kick off its next event, Dawn Norton has graciously demonstrated her continued commitment to the county by offering to mentor the incoming chairperson and share her extensive experience during this transition; and

WHEREAS, the Woodbury County Board of Supervisors deeply recognizes that her ten years of faithful service and unwavering effort have left a lasting positive mark on both county employees and the broader Siouxland community.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA, that Dawn Norton is hereby officially thanked, commended, and honored for her ten years of outstanding dedication and exemplary service as the United Way Chairperson.

BE IT SO RESOLVED this 8th day of September, 2026.

WOODBURY COUNTY BOARD OF SUPERVISORS

_____ Mark E. Nelson, Chairman

_____ David L. Dietrich, Member

_____ Daniel A. Bittinger II, Member

_____ Kent T. Carper, Member

_____ Matthew A. Ung, Member

Attest:

_____
Michelle K. Skaff, Ph.D., Woodbury County Auditor and Recorder

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

Date: 11/6/26 Weekly Agenda Date: 11/10/26

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Terry Glade - CMBA Architects

WORDING FOR AGENDA ITEM:

Agenda Item - Public Hearing for the Crittenton Center Transitional Therapeutic Home Renovation Project at the meeting of the Board, to be held in the Woodbury County Courthouse Board of Supervisors Room, 620 Douglas St., Sioux City, Iowa 51101 at 4:40 P.M., on the 10th of November, 2026. at which time and place any person may appear and file any opinion and express their view to the proposed plans, specifications and form of contract and estimated costs for the Project, both orally and in writing.

ACTION REQUIRED:

Approve Ordinance ☐ Approve Resolution ☐ Approve Motion ☐

Public Hearing ☑ Other: Informational ☐ Attachments ☐

EXECUTIVE SUMMARY:

Woodbury County is the CDBG Grant "Recipient" for this project, and the Crittenton Center is the CDBG Grant "Subrecipient". This is the Public Hearing required for this construction project.

BACKGROUND:

Woodbury County was awarded a CDBG grant for the Crittenton Center Transitional Therapeutic Home Renovation Project. The project is being administered by SIMPCO as the regional planning organization and designed by CMBA Architects. These grants must be awarded to a city or county organization by the Iowa Economic Development Authority and be released to a non-profit organization for the project.

FINANCIAL IMPACT:

Only a pass-through function of the CDBG grant funding. The construction contract will be held by Crittenton Center, not 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:

ACTION REQUIRED / PROPOSED MOTION:

Approved by Board of Supervisors April 5, 2016.

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

Date: 11/6/26 Weekly Agenda Date: 11/10/26

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Terry Glade - CMBA Architects

WORDING FOR AGENDA ITEM:

Agenda Item A - Approval of Date, Time, Place to Open Bid Submissions & Authorize County Board of Supervisors Office to do so for the Crittenton Center Transitional Therapeutic Home Renovation, to be publicly opened on December 1st, 2026 at 3:00 pm in the Board of Supervisors Office.

ACTION REQUIRED:

Approve Ordinance ☐ Approve Resolution ☐ Approve Motion ☑

Public Hearing ☐ Other: Informational ☐ Attachments ☐

EXECUTIVE SUMMARY:

Since Woodbury County is the CDBG Grant "Recipient" for this project, the public bidding process is going through the County on behalf of the CDBG Grant "Subrecipient", Crittenton Center.

BACKGROUND:

Woodbury County was awarded a CDBG grant for the Crittenton Center Transitional Therapeutic Home Renovation Project. The project is being administered by SIMPCO as the regional planning organization and designed by CMBA Architects. These grants must be awarded to a city or county organization by the Iowa Economic Development Authority and be released to a non-profit organization for the project.

FINANCIAL IMPACT:

Only a pass-through function of the CDBG grant funding. The construction contract will be held by Crittenton Center, not 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:

ACTION REQUIRED / PROPOSED MOTION:

Approved by Board of Supervisors April 5, 2016.

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

Date: 11/6/26 Weekly Agenda Date: 11/10/26

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Terry Glade - CMBA Architects

WORDING FOR AGENDA ITEM:

Agenda Item B - Approval of Date, Time, Place (Board Meeting) to have Board officially "Request Board Resolution to Recommend Contract" for the Crittenton Center Transitional Therapeutic Home Renovation to Lowest, Responsive, Responsible Bidder on December 1st, 2026 at 4:40 pm in the Board of Supervisors Room.

ACTION REQUIRED:

Approve Ordinance ☐ Approve Resolution ☐ Approve Motion ☑

Public Hearing ☐ Other: Informational ☐ Attachments ☐

EXECUTIVE SUMMARY:

Since Woodbury County is the CDBG Grant "Recipient" for this project, the public bidding process is going through the County on behalf of the CDBG Grant "Subrecipient", Crittenton Center.

BACKGROUND:

Woodbury County was awarded a CDBG grant for the Crittenton Center Transitional Therapeutic Home Renovation Project. The project is being administered by SIMPCO as the regional planning organization and designed by CMBA Architects. These grants must be awarded to a city or county organization by the Iowa Economic Development Authority and be released to a non-profit organization for the project.

FINANCIAL IMPACT:

Only a pass-through function of the CDBG grant funding. The construction contract will be held by Crittenton Center, not 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:

ACTION REQUIRED / PROPOSED MOTION:

Approved by Board of Supervisors April 5, 2016.

WOODBURY COUNTY
AGENDA ITEM(S) REQUEST FORM

Date: 11/5/2026 **Weekly Agenda Date:** 11/10/2026

Elected Official / Department Head / Citizen: Laura Sievers, PE, Woodbury County Engineer

Wording for Agenda Item:

Approve the utility permit for MidAmerican Energy Company and determine a fine for MidAmerican for the utility that was installed without a permit

Action Required:

Approve Ordinance ☐ Approve Resolution ☐ Approve Motion ☒

Hold Public Hearing ☐ Informational ☐ Attachments ☒

Set Time:

Reviewed by County Attorney's Office: ☐

Background & Financial Impact:

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. No financial impact to the county. Secondary Road staff noticed that MidAmerican had a contractor place a utility line without a permit. MidAmerican admitted this via email on 11/2/2026. From: Meinen, Casey (MidAmerican) Sent: Monday, November 2, 2026 9:52 AM To: Laura Sievers Subject: County Permit Request Good morning Laura, I was contacted late Friday that one of our contract crews is currently working on a project that was designed several years ago, and we inadvertently neglected to obtain the required county permit. I apologize for the oversight. As I mentioned, this project has been in the queue for several years, and the original designer has since moved to another area of the company. Unfortunately, the permitting requirement was missed as the project transitioned through the process. If you could send me a link to the permit application or let me know the appropriate next steps, I'll do my best to get everything completed and submitted as soon as possible. Thank you for your patience and

assistance. Please let me know if you need any additional information from me. Best regards, Casey Meinen Supervisor, Electric Distribution Engineering

Recommendation:

Approve the utility permit for MidAmerican Energy Company and fine MidAmerican Energy Company for placing a utility within the County's right-of-way without a permit

Attachments:

Permit
Map

Approved by Board of Supervisors on March 17, 2026

Woodbury County Permit No._____

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

REQUEST BY APPLICANT:

Name MidAmerican Energy **Highway** Glen Ellen Rd

Township 88N

Address 5500 28th St. Sioux City, IA **City of** Sioux City

Office Phone 712-233-4831 **Local Phone** 712-389-0645 **Section:** ¼ **of** ¼ **Sec**

Type of Utility Installation Overhead and Underground Electric Distribution **T** 15/88**N, R** 88 **W**- 21/88N/47W

Plans Prepared By Casey Meine **Copy Enclosed** X **Yes** _____ **No**

Map Showing Location Enclosed X **Yes** _____ **No**

Utility Location is X **cross right-of-way** X **parallel to right-of-way**

X **overhead** X **underground**

Proposed Method of Installation

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

Estimated Starting Date 11/9/2026 **Estimated Restoration Date** 12/31/2026

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, Moville, IA 51039. One executed copy will be returned to the Applicant.

By Casey Meinen **Title** Supervisor, Electric Distribution Engineering

(Signature of Authorized Utility Representative)

Date 11/4/2026

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 _____ **Title** _____

(Signature of Woodbury County Board Chairman)

Date _____

By Laura Sievers **Title** Woodbury County Engineer

(Signature of Woodbury County Engineer)

Date 11/5/2026

Other Special Provisions:

All above-ground utility equipment shall be located along the right-of-way line, unless approved by the Engineer.

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.**

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.**

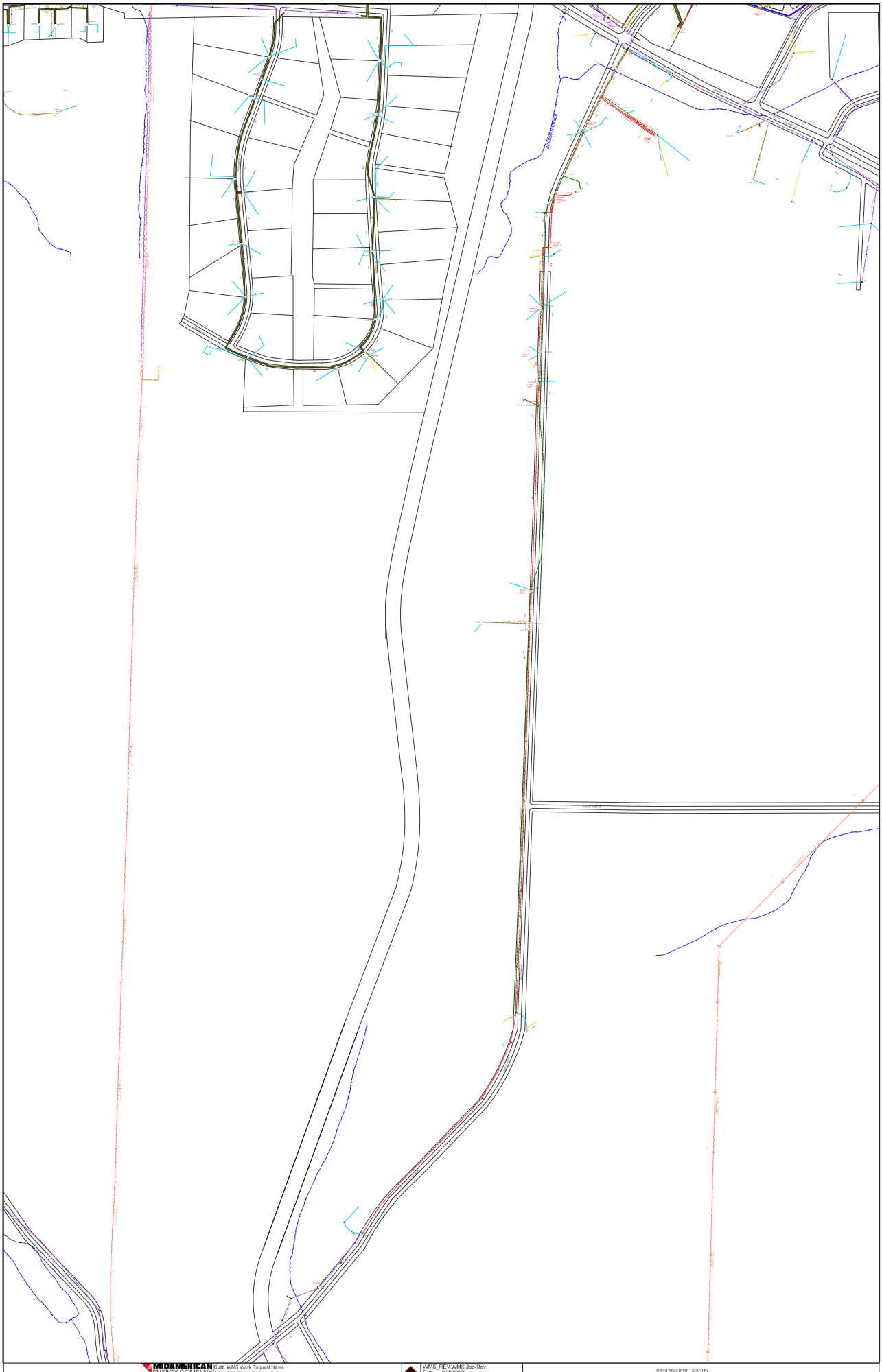
9. **Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all 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.**

Overall Map



MIDAMERICAN ENERGY COMPANY

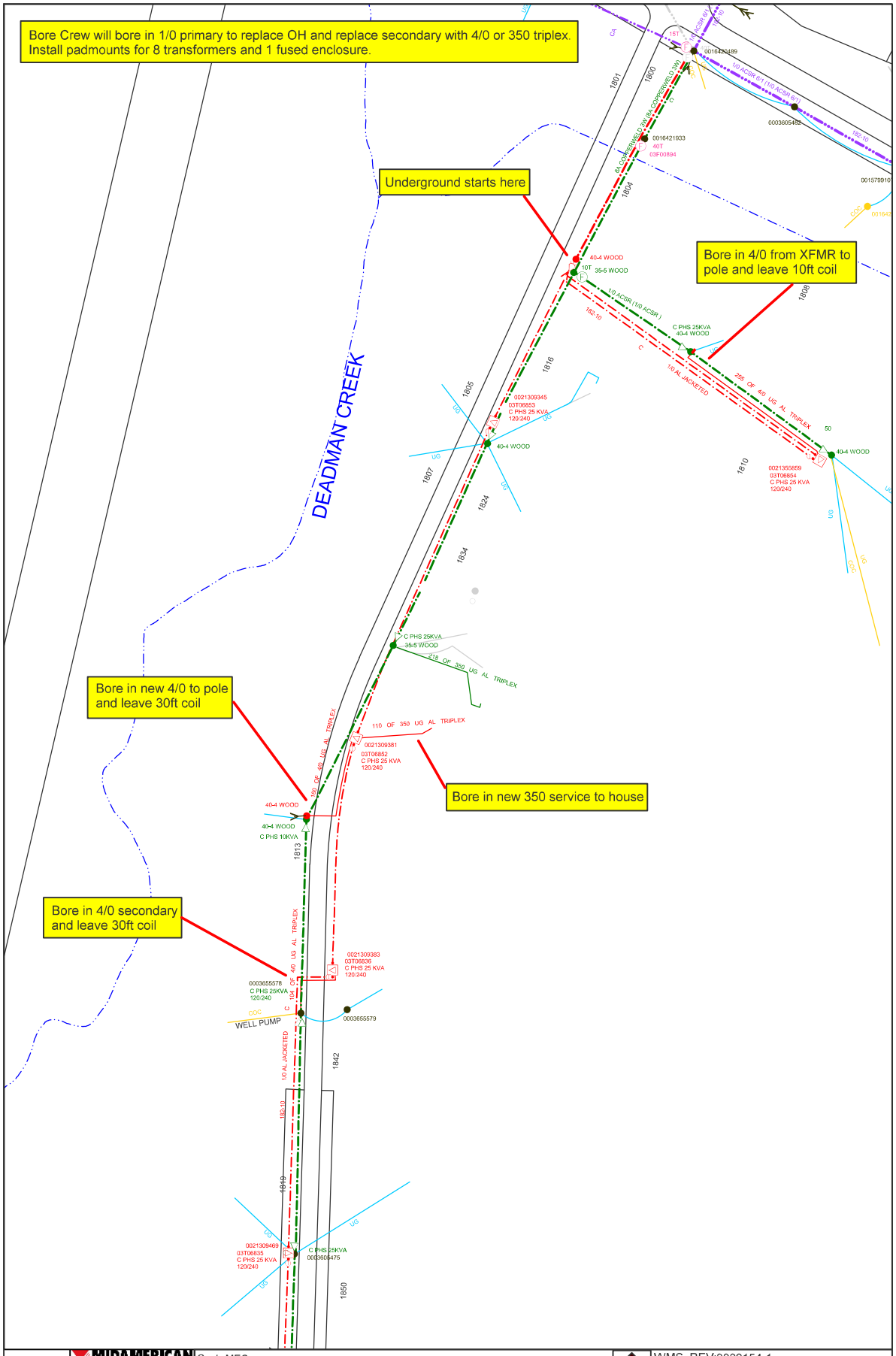
Cust: WMS Work Request Name
Addr: Addr Num WMS Street Name
SUFF
Crew HQ: HQ
City: City
X = X,XXX,XXX Y = Y,YYY,YYY
Job Desc: WMS Work Request Description

WMS_REV:WMS Job-Rev
Date: 00/00/0000
Scale: 1 IN = X FT
Designer: WMS Responsible Person

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

Bore Crew Map 1 of 2



MIDAMERICAN ENERGY COMPANY

Cust: MEC
Addr: Glen Ellen
City: Sioux City

Crew HQ: SCSE

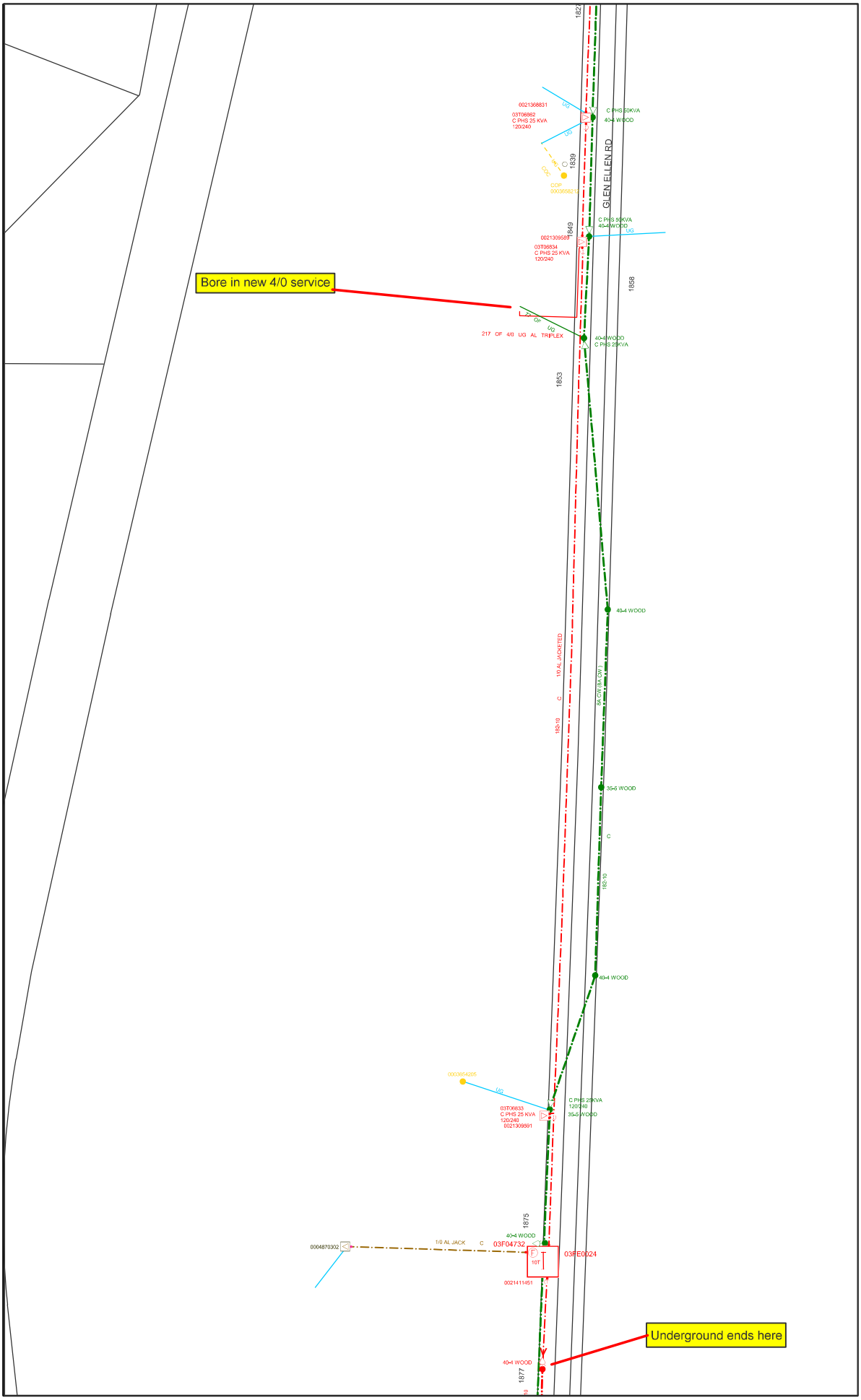
X = Y =

WMS_REV:3002154-1
Date: 5/25/2023
Scale: 1 IN = X FT
Designer: NORBY,ZANE L

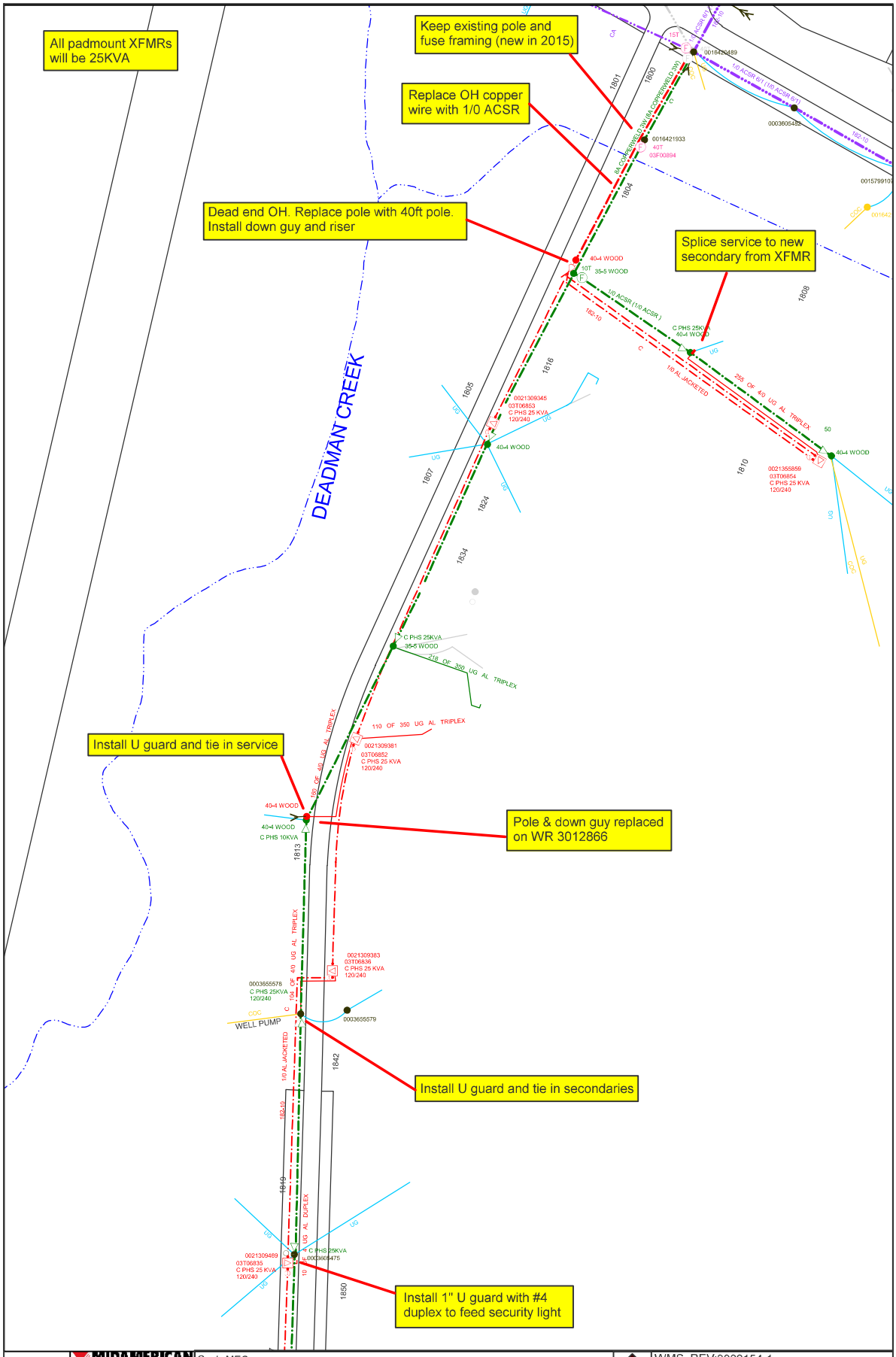
Job Desc: Replace OH with UG,OH with new OH, and extend OH to 1965 Glen Ellen to create loop

DISCLAIMER OF LIABILITY
NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

Bore Crew Map 2 of 2



MEC Crew Map 1 of 5



MIDAMERICAN ENERGY COMPANY

Cust: MEC
Addr: Glen Ellen
City: Sioux City
X = Y =

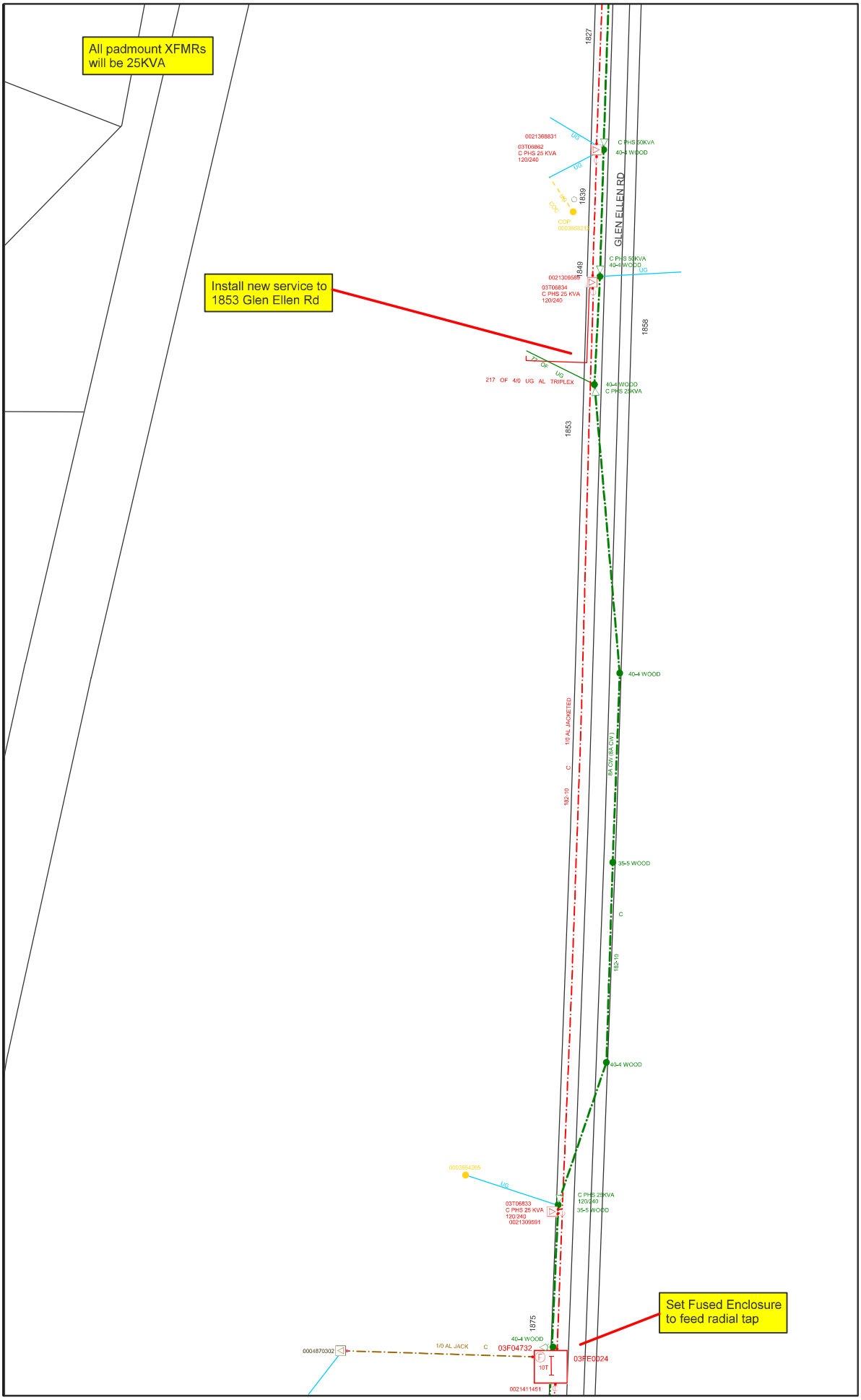
Crew HQ: SCSE

WMS_REV:3002154-1
Date: 5/25/2023
Scale: 1 IN = X FT
Designer: NORBY,ZANE L

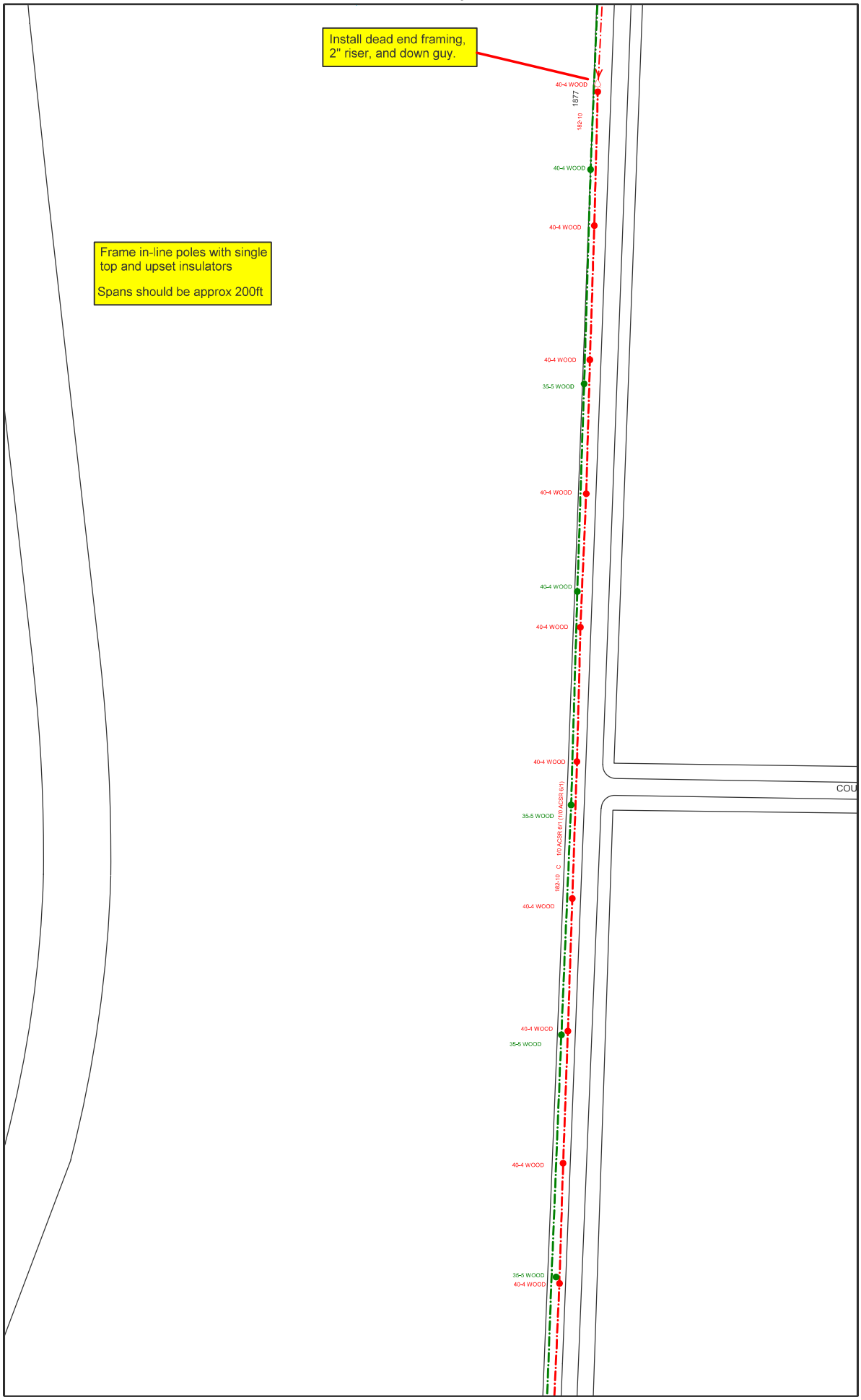
Job Desc: Replace OH with UG,OH with new OH, and extend OH to 1965 Glen Ellen to create loop

DISCLAIMER OF LIABILITY
NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

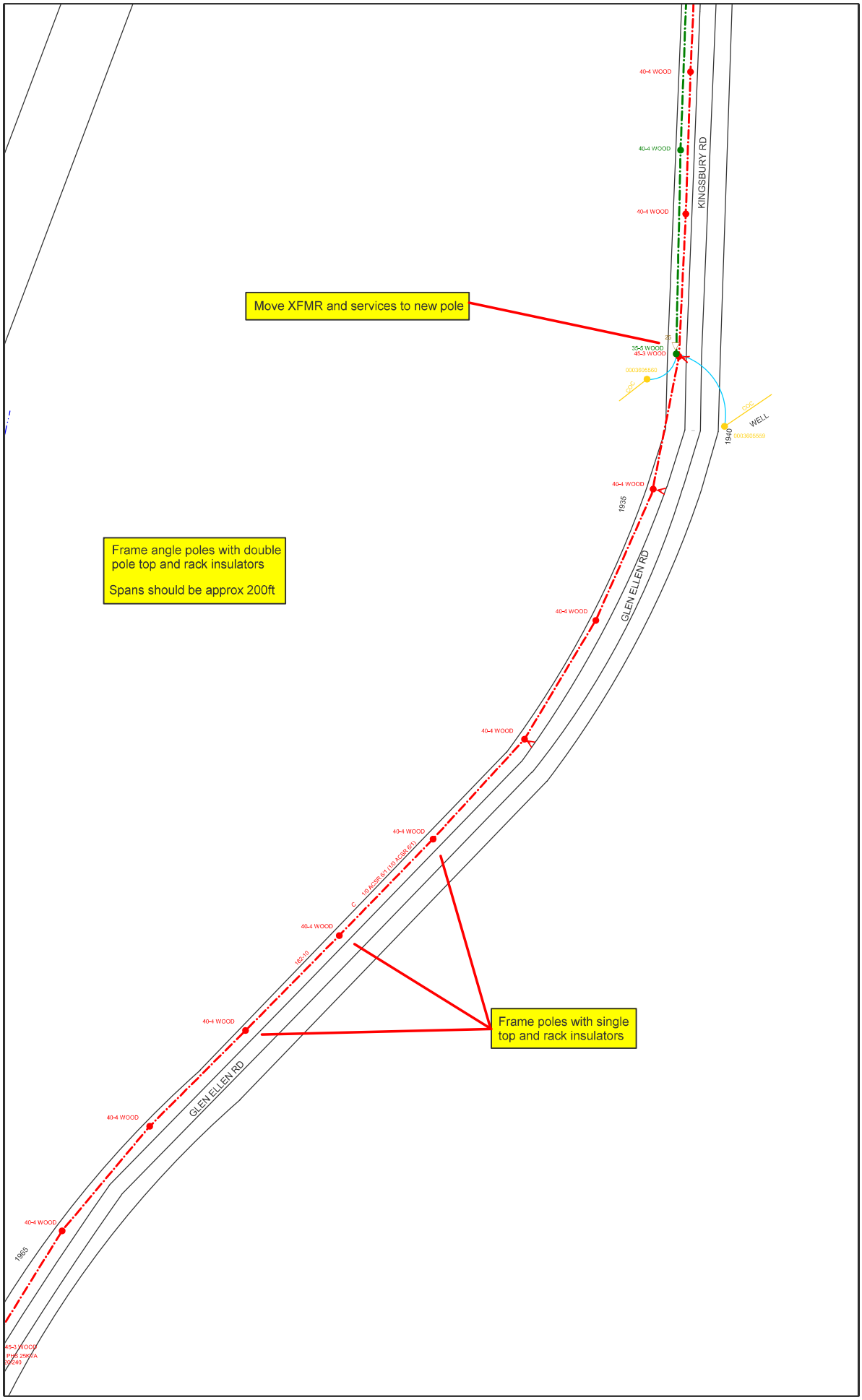
MEC Crew Map 2 of 5



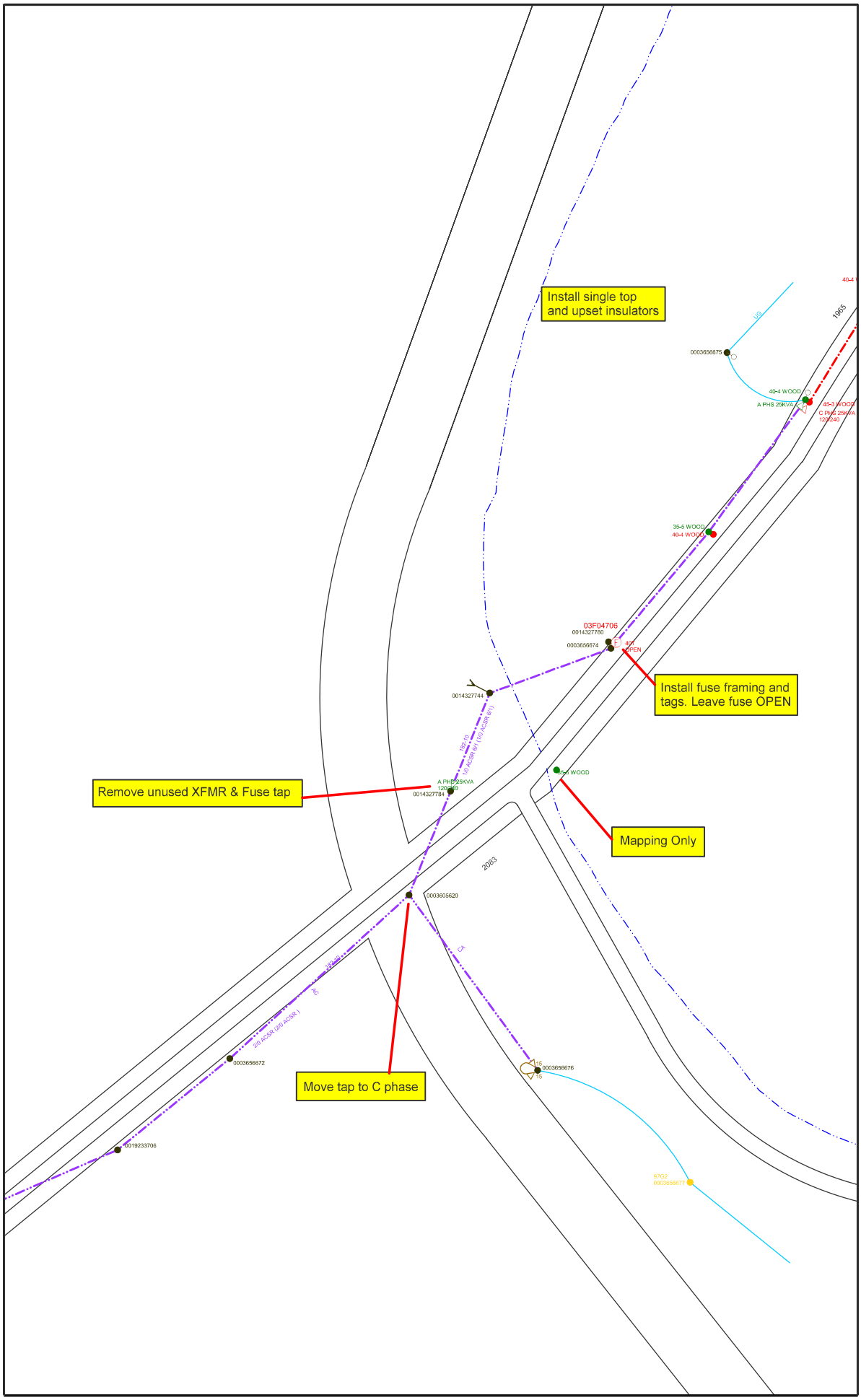
MEC Crew Map 3 of 5



MEC Crew Map 4 of 5



MEC Crew Map 5 of 5



WOODBURY COUNTY
AGENDA ITEM(S) REQUEST FORM

Date: 11/5/2026 **Weekly Agenda Date:** 11/10/2026

Elected Official / Department Head / Citizen: Laura Sievers, PE, Woodbury County Engineer

Wording for Agenda Item:

Approval to purchase a 2027 Ram 5500 from Edwards Auto Group for $78,681 for the Weed Commissioner

Action Required:

Approve Ordinance ☐ Approve Resolution ☐ Approve Motion ☒

Hold Public Hearing ☐ Informational ☐ Attachments ☒

Set Time:

Reviewed by County Attorney's Office: ☐

Background & Financial Impact:

The Weed Commissioner currently operates a 2002 Ford F-550 with over 190,000 miles. The engine has previously been replaced, and earlier this year a used transmission was installed after the original transmission failed. This is the only vehicle available to perform the Weed Commissioner's work. Due to the vehicle's age, mileage, and ongoing mechanical issues, replacement quotes have been obtained and are attached for the Board's consideration. The replacement vehicle was included in this fiscal year's budget. Once the spray equipment has been transferred to the replacement vehicle, the 2002 F-550 will be sold through Gov.Deals or the dealership will purchase. The Ram 5500 will provide the payload capacity needed for the Weed Commissioner's operations. It is a four-wheel-drive vehicle equipped with a Cummins diesel engine. The dual rear wheels will provide the stability and support needed for the work being performed. The vehicle also offers a good turning radius and limited blind spots, providing better maneuverability and visibility for the operator. The two quotes received are from Government Fleet quotes and are as follows: 2026 Ram 5500 – Woodhouse Auto Family: $84,416 2027 Ram 5500 – Edwards Auto Group: $78,681

Recommendation:

Approve the purchase of a 2027 Ram 5500 from Edwards Auto Group for $78,681 for the Weed Commissioner

Attachments:

Quotes Ram 5500

Approved by Board of Supervisors on March 17, 2026

FY 2027 5500 Ram Quotes

Weed Commissioner - Roadside Management Vehicle

2026 Ram 5500 Chassis Cab Tradesman
4WD, Reg Cab
Engine: 6.7 L, V-8, Intercooled Turbo Diesel I-6
GVW Rating 19,500 lbs

Woodhouse Auto Family	
Base	$ 80,345.00
Deck Body	$ 11,413.00
Discounts	$ (7,342.00)
Total	**$ 84,416.00**

2027 Ram 5500 Chassis Cab Tradesman
4WD, Reg Cab
Engine: 6.7 L, V-8, Intercooled Turbo Diesel I-6
GVW Rating 19,500 lbs

Edwards Auto Group	
Base	$ 70,701.10
Upfit	$ 7,800.00
Doc Fee	$ 180.00
Total	**$ 78,681.10**

Warranty:
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 10
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles: 100,000

Will transfer the spray equipment onto the new vehicle in house.

WOODBURY COUNTY
AGENDA ITEM(S) REQUEST FORM

Date: 11/3/2026 **Weekly Agenda Date:** 11/10/2026

Elected Official / Department Head / Citizen: Ryan Ericson

Wording for Agenda Item:

Approval of participation form for the National Opioids Settlement with Albertsons

Action Required:

Approve Ordinance ☐ Approve Resolution ☐ Approve Motion ☒

Hold Public Hearing ☐ Informational ☐ Attachments ☒

Set Time:

Reviewed by County Attorney's Office: ☐

Background & Financial Impact:

As a subdivision of the National Opioids Settlement, Woodbury County must return a participation form in order for it to release its claim and receive funds from the National Opioid Settlement with Albertsons. Funds received will be added to the Opioid Settlement Fund. Actual amount will be determined at a later date.

Recommendation:

Approve and sign the participation form

Attachments:

Attachment 1

Approved by Board of Supervisors on March 17, 2026

Docusign Envelope ID: F9FF1B71-11BC-8A7C-8249-6E5C36D71932

National Opioid Settlement: Albertsons
Opioids Implementation Administrator opioidsparticipation@rubris.com

To: Woodbury County, IA
Rubris Reference Number: CL-2266093

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENT WITH ALBERTSONS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: December 30, 2026

A new proposed national opioids settlement has been reached with Albertsons ("Settling Defendant"). This participation package is a follow-up communication to the Notice of National Opioids Settlement recently received electronically by your subdivision.

You are receiving this participation package because your state is participating in the new National Opioids Settlement with Albertsons.

This electronic envelope contains:

- A *Participation Form* for the National Opioids Settlement with Albertsons that your subdivision is eligible to join, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before December 30, 2026, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the National Opioids Settlement with Albertsons.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

Your subdivision must return a participation form in order for your subdivision to release its claim and receive funds from the National Opioid Settlement with Albertsons.

You are encouraged to discuss the terms and benefits of the National Opioid Settlement with Albertsons with your counsel, your Attorney General's Office, and/or other contacts within your state.

How to return signed forms:

There are three methods for returning the executed Participation Form and any supporting documentation to the Implementation Administrator:

Docusign Envelope ID: F9FF1B71-11BC-8A7C-8249-6E5C36D71932

(1) *Electronic Signature via Docusign:* Executing the Participation Form electronically through Docusign will return the signed form to the Opioids Implementation Administrator and associate your form with your subdivision's record. Electronic signature is the most efficient method for returning the Participation Form, allowing for more timely participation, and is therefore strongly encouraged.

(2) *Manual Signature returned via Rubris Platform Portal:* If your entity is unable to return an executed Participation Form using Docusign, the signed Participation Form may be submitted via the Rubris Platform Portal. Please utilize the link within the New Opioid Settlement Notice email in order to upload your entity's Participation Form directly to the Rubris Platform Portal.

(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return the executed Participation Form using Docusign, the signed Participation Form may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Woodbury County, IA] – [CL-2266093].

The sign-on period for subdivisions to participate in the National Opioid Settlement with Albertsons ends on December 30, 2026.

If you have any questions about executing the Participation Form, please contact your counsel, the Opioids Implementation Administrator at opioidsparticipation@rubris.com, or Dan Breitbarth, Assistant Attorney General in the Iowa Office of the Attorney General, at dan.breitbarth@ag.iowa.gov.

Detailed instructions on how to sign and return the Participation Form, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/. You may also contact opioidsparticipation@rubris.com.

Thank you,
National Opioids Implementation Administrator for Albertsons

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreement referenced above and to manage the collection of settlement participation forms.

Docusign Envelope ID: F9FF1B71-11BC-8A7C-8249-6E5C36D71932

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Woodbury County	State: IA
Authorized Official:	Mark Nelson
Address 1:	620 Douglas St
Address 2:	Rm 104
City, State, Zip:	Sioux City, IA 51101
Phone:	712-279-6525
Email:	mnelson@woodburycountyiowa.gov

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 20, 2026 ("*Albertsons Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Albertsons Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Albertsons Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Albertsons Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Albertsons Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Albertsons Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Albertsons Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Albertsons

Docusign Envelope ID: F9FF1B71-11BC-8A7C-8249-6E5C36D71932

Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Albertsons Settlement.

7. The Governmental Entity has the right to enforce the Albertsons Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Albertsons Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Albertsons Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Albertsons Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Albertsons Settlement.

10. In connection with the releases provided for in the Albertsons Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Albertsons Settlement.

Docusign Envelope ID: F9FF1B71-11BC-8A7C-8249-6E5C36D71932

11. Nothing herein is intended to modify in any way the terms of the Albertsons Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Albertsons Settlement in any respect, the Albertsons Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

WOODBURY COUNTY
AGENDA ITEM(S) REQUEST FORM

Date: 11/2/2026 **Weekly Agenda Date:** 11/10/2026

Elected Official / Department Head / Citizen: Ryan Ericson

Wording for Agenda Item:

Approval of Inter-Fund transfer of $4,015,012 from Debt Services Fund to the Law Enforcement Center Authority Fund

Action Required:

Approve Ordinance ☐ Approve Resolution ☒ Approve Motion ☐

Hold Public Hearing ☐ Informational ☐ Attachments ☒

Set Time:

Reviewed by County Attorney's Office: ☐

Background & Financial Impact:

In past year's this was budgeted as Lease Payments in the annual budget and the outside audit firm has reclassed it each year to be an inter-fund transfer. After discussing with the audit firm, the Board should reclass this item in its budget and approve a transfer resolution. Net zero impact to budget.

Recommendation:

Approve the transfer resolution

Attachments:

Attachment 1

Approved by Board of Supervisors on March 17, 2026

Resolution for Interfund Operating Transfers
Resolution #

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Debt Services Fund to the Law Enforcement Center Authority Fund during the Fiscal Year 2026-27 budget year, and

Whereas, said transfers must be in accordance with Section 331.429 Code of Iowa,

Whereas, the purpose of the transfers are to fund bond payments and maintenance fund

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Debt Services Fund to the Law Enforcement Center Authority Fund for the fiscal year beginning July 1, 2026, shall not exceed the sum of $4,015,012

The Auditor is directed to correct her books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on Nov 10th, 2026, the vote being as follows:

Ayes: _____ Nayes: _____

_____ _____

_____ _____

_____ _____

_____ _____

ATTEST:

_____
Michelle K. Skaff

WOODBURY COUNTY
AGENDA ITEM(S) REQUEST FORM

Date: 11/2/2026 **Weekly Agenda Date:** 11/10/2026

Elected Official / Department Head / Citizen: Ryan Ericson

Wording for Agenda Item:

Approval of Inter-Fund transfer of $87,456.43 from the General Basic Fund to the Local Option Sales Tax Fund.

Action Required:

Approve Ordinance ☐ Approve Resolution ☒ Approve Motion ☐

Hold Public Hearing ☐ Informational ☐ Attachments ☒

Set Time:

Reviewed by County Attorney's Office: ☐

Background & Financial Impact:

Due to the unknown timing of FEMA reimbursement, in June 2025, the Board approved $55,000 for the Union Bridge Trail and $65,000 for the Little Sioux Boat Ramp to be paid out of L.O.S.T. net of any FEMA reimbursement. FEMA has paid $87,756.43 and was received in General Basic. This resolution moves the funds to L.O.S.T.

Recommendation:

Approve the resolution

Attachments:

Attachment 1

Attachment 2

Approved by Board of Supervisors on March 17, 2026

Resolution for Interfund Operating Transfers
Resolution #

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the General Basic Fund to the Local Sales Tax Fund during the Fiscal Year 2026-27 budget year, and

Whereas, said transfers must be in accordance with Section 331.429 Code of Iowa,

Whereas, the purpose of the transfers are to fund Union Bridge Trail and Little Sioux Boat Ramp

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the General Basic Fund to the Local Option Sales Tax Fund Authority Fund for the fiscal year beginning July 1, 2026, shall not exceed the sum of $ 87.756.43.

The Auditor is directed to correct her books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on Nov 10th, 2026, the vote being as follows:

Ayes:		Nayes:	

ATTEST:

Michelle K. Skaff

Local Option Sales Tax (Infrastructure/Economic Funds) Fund 0031

FY 27

Income & Expense Report for FY 27

Fund Cash Balance on Hand July 1, 2026		$ 438,491.34
Estimated Revenue for FY 2026		
L.O.S.T From State (720,000 est 60,000 per month)		$ 540,000.00
Transfer of FEMA Funds		$ 87,756.43
Total Cash Available		$ 1,066,247.77
Obligated Funds:		
FY 26		
Transfers:		
Debt Service - Tax Reduction	$ 300,000.00	
Board Approved Projects:		
Expo Center (9 of 10 Payments)	$ 150,000.00	
The Siouxland Initiative	$ -	
County Fair	$ -	
Joint City/County SIMPCO Memberships	$ -	
SIMPCO Improvement Regional Housing	$ -	
Loess Hills Alliance	$ 2,000.00	
Iowa's West Coast	$ -	
Conservation - Union Bridge Trail	$ 55,000.00	
Conservation - Little Sioux Park Boat Ramp	$ 65,000.00	
		$ 572,000.00
Funds Unallocated for FY 2026		**$ 494,247.77**

WOODBURY COUNTY
AGENDA ITEM(S) REQUEST FORM

Date: 11/5/2026 **Weekly Agenda Date:** 11/10/2026

Elected Official / Department Head / Citizen: Ryan Ericson

Wording for Agenda Item:

Approval of Inter-Fund transfer of $139,180.56 from the Southbridge Interchange Fund to the Debt Services Fund

Action Required:

Approve Ordinance ☐ Approve Resolution ☐ Approve Motion ☒

Hold Public Hearing ☐ Informational ☐ Attachments ☒

Set Time:

Reviewed by County Attorney's Office: ☐

Background & Financial Impact:

Bonds proceeds were deposited into a fund created for the Southbridge Interchange. The majority of the proceeds were used to pay the IA DOT invoice for construction costs. This transfer is to fund the interest payment due later this fiscal year.

Recommendation:

Approve the inter-fund transfer

Attachments:

Attachment 1

Approved by Board of Supervisors on March 17, 2026

Resolution for Interfund Operating Transfers
Resolution #

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Southbridge Fund to the Debt Service Fund during the Fiscal Year 2026-27 budget year, and

Whereas, said transfers must be in accordance with Section 331.429 Code of Iowa,

Whereas, the purpose of the transfers are to fund bond interest payment

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Southbridge Fund to the Debt Services Fund for the fiscal year beginning July 1, 2026, shall not exceed the sum of $ 139,180.56

The Auditor is directed to correct her books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on Nov 13th, 2026, the vote being as follows:

Ayes:		Nayes:	

ATTEST:

Michelle K. Skaff

WOODBURY COUNTY
AGENDA ITEM(S) REQUEST FORM

Date: 11/6/2026 **Weekly Agenda Date:** 11/10/2026

Elected Official / Department Head / Citizen: _

Wording for Agenda Item:

Approval to develop and implement secondary roads policies to replace the provisions currently covered under the CWA Collective Bargaining Agreement.

Action Required:

Approve Ordinance ☐ Approve Resolution ☐ Approve Motion ☒

Hold Public Hearing ☐ Informational ☐ Attachments ☐

Set Time:

Reviewed by County Attorney's Office: ☐

Background & Financial Impact:

A majority of the employees in the bargaining unit HAVE NOT voted to retain and recertify CWA #7103 as their exclusive bargaining representative. Due to the decertification, the bargaining agreement has become null and void. Woodbury County is creating separate secondary roads policies that mirror the majority of the contract effective until June 30, 2027.

Recommendation:

Motion to treat Articles 3-11 of the Secondary Roads 2024-2027 bargaining agreement as new secondary roads department policies for the period from the effective date of decertification through June 30, 2027.

Approved by Board of Supervisors on March 17, 2026



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 Moville, 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:

Years of Continuous Service	Hourly Credit	Hours Per Year
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 ___9th__ day of _____April_____, **2024**.

[signatures to follow]

WOODBURY COUNTY, IOWA

By _____
Chairman, Board of Supervisors

COMMUNICATIONS WORKERS OF AMERICA

By _____
CWA Representative

By _____
President, Local No. 7103

By _____
Bargaining Committee Member

By _____
Bargaining Committee Member

By _____
Bargaining Committee Member

By _____
Bargaining Committee Member

By _____
Bargaining Committee Member

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