

**Wright County
Board of Supervisors
January 9, 2023**

Chairman Kluss called the regular meeting of the Wright County Board of Supervisors to order at 9:00 a.m. Members present were Kluss, Rasmussen, and Helgevoid.

Minutes of the previous regular meeting of January 3, 2023 were read and approved.

Approved claims for payment.

Kaylee Langrell, Public Relations, from Summit Carbon Solutions gave an update on the pipeline anticipated to go through Wright County. The construction is anticipated to start August 2023. They have more than 60% of signatures for easements in Iowa and around 47% for Wright County. Bill Sullivan, Client Project Manager, has submitted crossing permits to the County Engineer's Office. Sullivan will also be in contact with the Supervisors regarding the drainage districts in the County.

John Torbert, Iowa Drainage District Association, gave an update on the Association activities and the legislative objectives.

Adam Clemons, Wright County Engineer, presented Resolution 2023-07 an Amendment to Engineer's Employment Contract and Agreement. Motion by Rasmussen and seconded by Helgevoid to approve Resolution 2023-07. By roll call vote: Ayes – Kluss, Rasmussen, and Helgevoid; nays – none. Resolution 2023-07 duly passes and reads as follows:

**RESOLUTION 2023-07
Amendment to Engineer's
Employment Contract and
Agreement**

WHEREAS, the Board desires and needs the services of a Registered Professional Engineer licensed in the State of Iowa to serve in the capacity of County Engineer, in accordance with the Chapter 309 of the Code of Iowa.

AND WHEREAS, the Board and the Engineer have previously entered into an Employment Contract

and desire to amend the current Employment Contract for the coming fiscal years.

THEREFORE BE IT RESOLVED, that the Board of Supervisors of Wright County on the 9th day of January 2023, adopts the changes to the Engineer's Employment Contract and Agreement, as described below:

Amend Paragraph 6:

From:

6. That for and in consideration of the foregoing, the Board shall pay the Engineer, in equal installments on regular Secondary Road Department payday an annual salary of not less than

\$ 123,600.00 for fiscal year 2021, and annual salary of not less than

\$ 127,308.00 for fiscal year 2022, and annual salary of not less than

\$ 132,401.00 for fiscal year 2023.

To:

6. That for and in consideration of the foregoing, the Board shall pay the Engineer, in equal installments on regular Secondary Road Department payday. The Engineer shall not receive less than the following annual percentage pay increases four (4) percent for contract year one, four (4) percent for contract year two, and five (5) percent for contract year three. The annual salary amount from contract year three shall be used for the purposes of calculating the subsequent renewed contracts.

Amend Paragraph 7:

From:

7. The Engineer shall be entitled to 24 vacation days per year (24 working days) to be away from such employment. Compensation shall be paid in full during allotted vacation days off. A maximum of 10 vacation days may be carried over from one year to the next. Unused vacation days shall be paid out upon termination of this contract by either party.

To:

7. The Engineer shall be entitled to 36 vacation days per year (36 working days) to be away from

such employment. Compensation shall be paid in full during allotted vacation days off. A maximum of 10 vacation days may be carried over from one year to the next and the Engineer may also receive 10-day of payout of accrued vacation at the end of each fiscal year. Unused vacation days shall be paid out upon termination of this contract by either party.

Amend Paragraph 11(a):

From:

11(a). The Board may terminate this contract at any time with or without cause by giving sixty (60) days' notice in writing to the Engineer of such formal action taken by a unanimous vote of the Board. In such an event the Engineer, if required by the Board, shall continue to render his services and shall be paid his regular compensation up to date of termination. Upon issuance of such termination without cause, the Board recognizes the adverse circumstances to pay the Engineer at the time of termination a severance allowance in an amount equal to ten (10) month's salary being paid the Engineer as settlement for damages sustained.

To:

11(a). The Board may terminate this contract at any time with or without cause by giving sixty (60) days' notice in writing to the Engineer of such formal action taken by a unanimous vote of the Board. In such an event the Engineer, if required by the Board, shall continue to render his services and shall be paid his regular compensation up to date of termination. Upon issuance of such termination without cause, the Board recognizes the adverse circumstances to pay the Engineer at the time of termination a severance allowance in an amount equal to twelve (12) month's salary being paid the Engineer as settlement for damages sustained.

Amend Paragraph 11(b)(i)(6)

From:

11(b)(i)(6). Items #1 through #5 are neither exhaustive nor exclu-

sive.

To:

11(b)(i)(6). REMOVED
Amend Paragraph 11(d)

From:

11(d). Unless otherwise amended by resolution, the existing contract will automatically be renewed for subsequent fiscal years under the same terms and conditions as set forth in the existing Contract. Annual Salary shall be reviewed for subsequent contract periods.

To:

11(d). Unless otherwise amended by resolution, the existing contract will automatically be renewed for subsequent fiscal years under the same terms and conditions as set forth in the existing Contract. Annual Salary may be reviewed for subsequent contract periods.

Amend Paragraph 12

From:

12. This contract may be amended, revised, renewed, or extended at any time only by written approval of the Board and the Engineer.

To:

12. This contract may be amended or revised at any time only by written approval of the Board and Engineer

Adopted this 9th day of January 2023.

Clemons gave an update on the Secondary Roads. There were 7 work orders completed last week. The blades went out v-picking slick areas on gravel roads. Trucks went out on January 4th and January 5th at 5:00 a.m. for winter conditions.

Motion by Helgevoid and seconded by Rasmussen to adjourn the meeting. Motion carries.

The Board of Supervisors will be meeting with department heads this afternoon and tomorrow, January 10, 2023, on Fiscal Year 2024 budgets.

*Dean Kluss, Chairman
Wright County
Board of Supervisors
Betty Ellis, Wright County Auditor*