

**MINUTES OF SIOUX COUNTY BOARD OF SUPERVISORS**  
**MEETING HELD ON DECEMBER 14, 2021**

- 1) The Board of Supervisors of Sioux County, Iowa, met pursuant to adjournment at 9:00 a.m. with Chairman Jerry Muilenburg presiding. Members present were Jerry Muilenburg, Al Bloemendaal, John Degen, Mark Sybesma and Carl Vande Weerd.
- 2) Minutes of the meeting held on December 7, 2021 were submitted. Motion by Vande Weerd and supported by Bloemendaal to approve the minutes as presented. Motion carried unanimously.
- 3) As this was the date December 14, 2021 and time, 9:00 a.m. for a public hearing regarding Ordinance No. 29, An Ordinance Establishing Voting Precincts for Sioux County, Iowa, the Chairman opened the public hearing. Sioux County Auditor, Ryan Dokter, read through the general provisions of how the ordinance was formed per Iowa Code. Dokter explained how the Temporary Redistricting Commission met in an open meeting on November 9 and conducted a public hearing on the proposed precincts on December 6, 2021. No public was present at either of those meetings. Dokter further explained the State House legislative district split in the county. The Temporary Redistricting Commission formed precincts to allow for a valid supervisor district plan as Sioux County is a Plan 3 county and the Legislative Services Agency draws supervisor district lines. The Commission's recommendation included maintaining the same number of precincts in the county, which is 16.

Public comments: Mike Vander Stelt requested that the Board of Supervisors keep the Maurice voting location open and submitted a petition of 47 residents of Maurice. He further explained that the elderly of the community would be disenfranchised by making them vote in Alton according to the proposal and it would be very inconvenient. He continued that Maurice is a bedroom community with many working in surrounding communities and would be inconvenient for those folks to have to drive to Alton to vote. He understands the extra cost of standing up an additional polling location but their voters have a high turnout, have good elections workers and that having a polling location in Maurice is very important. Other citizens from Maurice echoed comments made by Vander Stelt.

Dokter reported that the additional cost of equipment is roughly \$8,300 and each election can cost between \$500 to \$800. Another consideration is the Maurice Community Building has poor cellphone reception and the workers when needing assistance, have to step outside to call the Auditor's office.

No further written or oral comments were received and the Chairman closed the public hearing. Motion by Degen and supported by Vande Weerd to amend the following ordinance to create an additional precinct for Sherman Township and separate the proposed Nassau, Sherman precinct. Motion carried unanimously.

ORDINANCE NO. 29

**AN ORDINANCE ESTABLISHING VOTING PRECINCTS FOR SIOUX COUNTY, IOWA.**

BE IT ORDAINED by the Board of Supervisors of Sioux County, Iowa, that Sioux County Ordinance Number 23 is hereby repealed in its entirety and the following be substituted in its place:

SECTION 1. PURPOSE. The purpose of this ordinance is to establish voting precincts for Sioux County, Iowa as a result of the 2020 federal decennial census per Section 49.4, Code of Iowa.

SECTION 2. DEFINITIONS. For use in this ordinance, the following terms or words shall be interpreted or defined as follows:

1. "Voting Precinct" or "Precinct" shall mean a county or municipal subdivision for casting and counting votes in elections.
2. "Township" shall mean a civil and political subdivision of the county, six miles on each side.

SECTION 3. GENERAL PROVISIONS. Precincts established as provided by Section 49(4), Code of Iowa, shall be used for all elections, except where temporary merger of established precincts is specifically permitted by law for certain elections and no political subdivision shall concurrently maintain different sets of precincts for use in different types of elections.

- a. No precinct shall have a total population in excess of three thousand five hundred, as shown by the most recent federal decennial census.
- b. Each precinct is contained wholly within an existing legislative district.
- c. Precincts shall be composed of contiguous territory within a single county. The boundaries of all precincts shall follow the boundaries of areas for which official population figures are available from the most recent federal decennial census.
- d. All election districts shall be drawn to standards of Chapter 49.

SECTION 4. BOUNDARIES OF VOTING PRECINCTS.

1. Buncombe, Eagle West, Garfield, Hawarden, Logan, Washington West Precinct  
Population – 3,435  
Cities of Chatsworth and Hawarden, Logan Township, Buncombe, Eagle West ½, Garfield, and Washington West ½ Townships
2. Capel, Grant, Lynn, Sheridan Precinct  
Population – 2,425  
City of Boyden, Sheridan Township, City of Matlock and Sheldon, Grant Township, Capel and Lynn Townships
3. East Orange, Floyd, Holland North ½ Precinct  
Population – 1,838  
City of Granville and East Orange Township, City of Hoppers and Floyd Township, Holland Township North ½
4. Hull, Lincoln Precinct  
Population – 2,953  
City of Hull and Lincoln Township
5. Ireton, Center, Eagle East, Reading, Washington East Precinct  
Population – 1,480  
City of Ireton, Reading Township, Center, Eagle East ½, Washington East ½ Townships
6. Nassau, Sherman Precinct  
Population – 2,211  
All of Sherman Township AND all of the incorporated City of Maurice in Sherman Township AND all of Nassau Township, except that part incorporated in the City of Orange City described in the City of Orange City Ordinance in sections 4, 5 & 6 AND all of the incorporated City of Alton in Nassau Township AND the following tracts of land in Holland Township: All of sections 35 and 36 and

	all those tracts of land located south of the centerline of County Highway B50 in sections 25 & 26
7. Orange City No. 1 Holland SW Precinct Population – 3,231	Orange City No. 1 (Described in City of Orange City Ordinance), Southern ½ of the Western ½ of unincorporated tracts of land of Holland Township
8. Orange City No. 2 Holland SE Precinct Population – 3,272	Orange City No. 2 (Described in City of Orange City Ordinance), Southern ½ of the Eastern ½ of unincorporated tracts of land of Holland Township, excluding the following tracts of land in Holland Township: All of sections 35 and 36 and all those tracts of land located south of the centerline of County Highway B50 in sections 25 & 26.
9. Plato, Rock, Settlers, Sioux Precinct Population - 1,501	Plato, Settlers, Sioux Townships, and the unincorporated tracts of land of Rock Township
10. Rock Valley No. 1 Precinct Population – 1,901	City of Rock Valley No. 1 (Described in the of Rock Valley Ordinance)
11. Rock Valley No. 2 Precinct Population – 2,158	City of Rock Valley No. 2 (Described in the of Rock Valley Ordinance)
12. Sioux Center No.1, Welcome Precinct Population – 1,624	Sioux Center No. 1 (Described in City of Sioux Center Ordinance); and the unincorporated tracts of land of Welcome Township
13. Sioux Center No. 2 Precinct Population – 2,084	Sioux Center No. 2 (See City of Sioux Center Ordinance)
14. Sioux Center No. 3 Precinct Population – 2,459	Sioux Center No. 3 (See City of Sioux Center Ordinance)
15. Sioux Center No. 4 Precinct Population – 2,694	Sioux Center No. 4 (See City of Sioux Center Ordinance)
16. West Branch Precinct Population – 606	West Branch Township unincorporated tracts of land

SECTION 5. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 7. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as required by law.

- 4) Motion by Sybesma and supported by Degen to forego the third reading of Ordinance No. 29 and the final reading of said ordinance will be at the December 21, 2021 Board meeting. Motion carried unanimously.

- 5) Dick Sievers, CEO of Mid-Sioux reviewed the services the agency provides and data for Sioux County residents being served. A funding request totaling \$16,500 was submitted for FY23. The Board took no action on this request at this time.
- 6) Howard Hulshof, on behalf of the Sioux County Soil & Water Conservation District, updated the Board on the programs and activities of the agency. A funding request totaling \$7,118 was requested for FY23. The Board took no action on this request at this time.
- 7) Ryan Dokter, Sioux County Auditor, presented agreements from the cities of Sioux Center, Orange City, Hawarden, and Hull for Board approval. These agreements are for the reprecincting process as unincorporated areas of cities over 2,000 will be combined to form a precinct for voting purposes. Motion by Sybesma and supported by Bloemendaal to approve the four agreements as presented. Motion carried unanimously.
- 8) Committee Reports:
  - **Sybesma** – 1) Reported on the Housing Trust meeting. The 2019 funds for Sioux County have been spent. 2) Reported on the Third Judicial meeting and a review of the Director, Maureen Hansen. Hansen is providing good leadership and the culture seems to be changing for the good.
  - **Vande Weerd** – Attended a recent NACo subcommittee meeting.
  - **Muilenburg** – 1) Reported on the recent Landfill meeting. The agency approved their FY23 budget, 5-year Capital Improvement Plan, and the 5-year Cell Liner Plan.
- 9) Chairman Muilenburg initiated discussion on the following ARPA funding applications:
  - Sheriff application for body scanner \$160,000, which among many other features, can see if someone has a fever and therefore may need to be kept out of the jail to prevent the spread of COVID-19. Motion by Vande Weerd and supported by Sybesma to approve the request as presented. Motion carried unanimously.
  - Family Crisis Center application for \$225,000 contribution for a new visitation center for families who are exchanging children or for parents to meet with their kids who are in foster care. Motion by Bloemendaal to approve the request for \$225,000, supported by Vande Weerd. Voice vote, Bloemendaal, Yes; Vande Weerd, Yes; Sybesma, No; Degen, No; Muilenburg, No. Motion fails 2 in favor 3 against. Supervisor Sybesma is in favor of the project but was more comfortable providing \$125,000 upfront, then once the County receives the second half of funding, then potentially provide more funding after that. Motion by Sybesma to provide \$125,000 for the Family Crisis Visitation Center, supported by Degen. Motion carried unanimously.
  - Conservation application for Phase 2 of the Big Sioux Rec Area trail for \$66,000. Rob Klocke, Sioux County Conservation Director was present for this discussion and reported that he applied for grants totaling \$35,000 for this project and the ARP funding would cover the remaining costs. This project was not budgeted for as the grant funding for \$35,000 was available after the FY22 budget was completed. Motion by Vande Weerd and supported by Degen to approve the application. Motion carried unanimously.
  - Community Health Partners application for COVID-19 mitigation \$100,000 and an application for Community Health Workers who are bilingual (2.5 FTEs) \$508,500. Board members had concern with the community health workers as these are new positions and if the county would be asked to fund these employees after the ARPA funding runs out. Motion by Vande Weerd and supported by Sybesma to fund the

COVID-19 mitigation at a total of \$100,000 and the Community Health Workers at a total of \$250,000, over the course 4.5 years.

**10) Tom Kunstle, Sioux County Attorney,**

- Discussed a proposal to add one full-time attorney and one full-time legal assistant. Kunstle reviewed data with the Board for surrounding counties and like-sized counties, which contained number of cases per attorney, budget comparison, and staffing levels. Kunstle stated the average OWI cases has doubled from 9 to 18 over the last year and as this continues, he fears employees will get burned out.

Supervisor Sybesma stated that maybe in the past we've approached the staffing needs by first adding a part-time position. Kunstle stated that if a local attorney were to be hired part-time, compensation would be at a set rate for a set number of hours as attorneys can earn more money at their law firms. This may not adequately address the need.

Supervisor Vande Weerd asked if hiring interns would help address the workload. Kunstle stated that interns have been used in the past, but would not address the need appropriately.

Sheriff Altena was present for this discussion and discussed how OWI's, domestic abuse, and sex crimes are all increasing.

Motion by Bloemendaal to approve the request for an assistant county attorney and a full-time legal assistant. Motion died for a lack of support.

Motion by Vande Weerd to add a full-time legal assistant. After further consideration, Vande Weerd amended his motion, rather than to approve a legal assistant to an assistant county attorney and allow up to \$110,000 in expense for the overall compensation including benefits and to direct the county attorney to form a resolution stating for approval at the December 21, 2021, Board meeting. Sybesma supported that motion, motion carried unanimously.

- Reported that he reviewed the documents regarding the opioid litigation and recommends that the Board proceed with approval of the resolution and the Iowa Opioid Allocation Memorandum of Understanding. Motion by Vande Weerd and supported by Degen to approve the following resolution. Roll call on vote: Sybesma, Yes; Degen, Yes; Bloemendaal, Yes; Vande Weerd, Yes; Muilenburg, Yes. Motion carried unanimously. Motion by Sybesma and supported by Degen to approve the Iowa Opioid Allocation Memorandum of Understanding. Motion carried unanimously.

**RESOLUTION NO. 38**

*Authorizing Sioux County, Iowa to Enter into Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., Agree to the Terms of the Iowa Opioid Allocation Memorandum of Understanding and Authorize Entry Into that Memorandum of Understanding*

**WHEREAS**, in 2018, the County Board of Supervisors authorized Sioux County (the "County") to enter into an engagement agreement with Crueger Dickinson LLC, Simmons Hanly Conroy LLC and von Briesen & Roper, s.c. (the "Law Firms") to pursue litigation against certain manufacturers, distributors, and

retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on the County and resources necessary to combat the opioid epidemic;

**WHEREAS**, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants in 2018 and have been litigating against the Opioid Defendants since that time;

**WHEREAS**, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the “Settling Defendants”) have been ongoing for several years;

**WHEREAS**, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims involved in the Litigation;

**WHEREAS**, copies of the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively “Settlement Agreements”);

**WHEREAS**, copies of the Settlement Agreements as well as summary of the main terms of the Settlement Agreements, the deadlines for submitting the Participation Agreements to the Settlement Agreements and the MDL Court’s Order setting deadlines for any Plaintiff who declines to enter into the Settlement Agreements have been provided to the County prior to the execution of this Resolution;

**WHEREAS**, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in Iowa including to the State of Iowa and Participating Subdivisions, as that term is defined in the Settlement Agreements, upon occurrence of certain events as defined in the Settlement Agreements (“Iowa Opioid Funds”);

**WHEREAS**, the Law Firms have engaged in extensive discussions with the State Attorney General’s Office (“AGO”) as to how the Iowa Opioid Funds will be allocated, which has resulted in the proposed Iowa Opioid Allocation Memorandum of Understanding (“Allocation MOU”), which is an agreement between all of the entities who are signatories to the Allocation MOU;

**WHEREAS**, a copy of the Allocation MOU and the Exhibits to that MOU has been provided with this Resolution;

**WHEREAS**, the Allocation MOU divides Iowa Opioid Funds as follows: (i) 50% to the State (“the Iowa Abatement Share”) and (ii) 50% to Participating Local Governments (“LG Share”), less fees and costs allocated to the Iowa Backstop Fund as set forth in Section D of the Allocation MOU and in this Resolution (“LG Abatement Share”).

**WHEREAS**, the LG Abatement Share shall be distributed in direct payments to the Counties that are Participating Local Governments according to the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804) in the amounts set forth on Exhibit 2 to the Allocation MOU (“Direct Distribution Percentage”). The Direct Distribution Percentage will be multiplied by the total LG Abatement Share to arrive at the total allocation to the Participating Local Government (the “Direct Distribution Amount”).

**WHEREAS**, 100% of the Iowa Abatement Share and the LG Abatement Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures incurred after the Effective Date of this MOU. The list of approved Opioid Related Expenditures are set forth in Exhibit 1 to this MOU.

**WHEREAS** at least 75% of the Iowa Abatement Share and 75% of the LG Abatement Share shall be utilized for only the “Core Strategies” listed in Schedule A of Exhibit 1 to this MOU.

**WHEREAS**, every Participating Local Government that receives a Direct Distribution Amount shall create a separate fund on its financial books and records that is designated for the receipt and expenditure of the entity's Direct Distribution Amount, called the "LG Abatement Fund." Funds in an LG Abatement Fund shall not be commingled with any other money or funds of the Participating Local Government. A Participating Local Government may invest LG Abatement Fund funds consistent with the investment of other funds of a Participating Local Government.

**WHEREAS**, Funds in a LG Abatement Fund may be expended by a Participating Local Government only for Opioid Related Expenditures. For avoidance of doubt, funds in a LG Abatement Fund may not be expended for costs, disbursements or payments made or incurred prior to the Settlement.

**WHEREAS**, each LG Abatement Fund shall be subject to audit in a manner consistent with Code of Iowa §§331.402(2)(i) and 11.6. Any such audit shall be a financial and performance audit to ensure that the LG Abatement Fund disbursements are consistent with the terms of this MOU. If any such audit reveals an expenditure inconsistent with the terms of this MOU, the Participating Local Government shall immediately redirect the funds associated with the inconsistent expenditure to an Opioid Related Expenditure.

**WHEREAS**, County has contracted with the Law Firms for representation in the Litigation and the Law Firms have been representing those entities since 2018 and in consideration for the Law Firms' representation, the County entered into a contract with the Law Firms for a 25% contingency fee applied to County's total recovery from any settlement.

**WHEREAS**, the Settlement Agreements provide for the payment of attorney's fees and legal expenses owed by States and Participating Local Governments to outside counsel retained for Opioid Litigation. To effectuate this, the Court in the MDL Litigation has established a fund to compensate attorneys representing plaintiffs in the Litigation (the "National Attorney Fee Fund").

**WHEREAS**, the Law Firms intend to make application to the National Attorney Fee Fund. However, because there is still uncertainty regarding what counsel for litigating local governments will recover as compensation for the large volume of work done and the large out of pocket expense of the Litigation, and whereas the Parties to the Allocation MOU desire to fairly compensate outside counsel for the work done on behalf of the Participating Local Governments in Iowa, the Allocation MOU provides that a fund be created from 15 % of the LG Share attributable to the Litigating Local Governments, less any amounts a Litigating Local Government ("Iowa Backstop Fund")

**WHEREAS**, the Iowa Backstop Fund is meant to compensate outside counsel for participating local governments only for amounts not recovered at the National Fee Fund attributable to their Iowa clients;

**WHEREAS**, to be eligible for the Iowa Backstop Fund, the Law Firms must first seek payment from the National Attorneys' Fees Fund and may not recover amounts attributable to Counsel's representation of the County received at the National Attorneys' Fees Fund from the Iowa Backstop Fund;

**WHEREAS**, the County, by this Resolution, agrees to the creation of the Iowa Backstop Fund in the amount of 15% of the LG Share attributable to the Litigating Local Governments in order to fund a state-level "backstop" for payment of the fees, costs, and disbursements of the Law Firms;

**WHEREAS**, in no event shall the total of the amounts received by the Law Firms at the National Attorney's Fees Fund related to the County and the amount received at the Iowa Backstop Fund exceed the amount the Law Firms would have been entitled to pursuant their fee contract with the County;

**WHEREAS**, the County, by this Resolution, shall establish an account for the receipt of the LG Abatement Share consistent with the terms of this Resolution ("the LG Abatement Fund");

**WHEREAS**, the County's LG Abatement Fund shall be separate from the County's general fund, shall not be commingled with any other County funds, and shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements and the Allocation MOU;

**WHEREAS**, the County must comply annually with the reporting requirements in the Allocation MOU;

**WHEREAS**, the if the County elects to become a Participating Subdivision in the Settlement Agreements it will receive the benefits associated with the Settlement Agreement and the Allocation MOU, provided the County (a) approves the Settlement Agreements; (b) executes the Participation Agreements stating the County's intention to be bound by the Settlement Agreements; (3) approves the Allocation MOU; (4) executes the Acknowledgement and Agreement to be Bound to Memorandum of Understanding necessary to execute the Allocation MOU;

**WHEREAS**, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements by executing the Participation Agreements and to enter into the Allocation MOU by executing the Acknowledgement and Agreement to be Bound to Memorandum of Understanding necessary to execute the Allocation MOU;

**NOW, THEREFORE, BE IT RESOLVED:** the County Board of Supervisors hereby approves and authorizes Sioux County Auditor, Ryan Dokter to settle and release the County's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation MOU and all exhibits thereto, including taking the following measures:

1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.
2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.
3. The execution of the Allocation MOU by executing the Acknowledgement and Agreement to be Bound to Memorandum of Understanding.

**BE IT FURTHER RESOLVED:** the County hereby establishes an account separate and distinct from the County's general fund which shall be titled "LG Abatement Fund" to receive the LG Abatement Share from the Settlement Agreements.

**BE IT FURTHER RESOLVED** that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Adopted by the Sioux County Board of Supervisors this 14th day of December, 2021.

/s/Jerry Muilenburg, Board Chair

ATTEST:

/s/Ryan Dokter, County Auditor

**11)** Micah Van Maanen, Sioux County IT Director, requested approval of a separate technology capital projects fund for technology expenditures. Van Maanen reported that every 4 to 5 years the IT budget increases to cover the costs of upgrading hardware and/or software. To keep the IT budget consistent from year to year, he is recommending setting aside funds into a new capital projects fund each year and then using those funds when needed. Motion by Sybesma and supported by Vande Weerd to establish a new technology capital projects fund. Motion carried unanimously.

12) Nate Huizenga, Sioux County Emergency Management Director, reported that the new communications tower has now been activated as of last week. The old tower site still has the tower and shed that housed the communications equipment and is requesting Board input on what to do with that site. Huizenga is requesting some quotes for taking down the tower and is also checking with the State to see if 911 funds could be used to cover the cost of removal. The Board directed Huizenga to wait to hear back on the quotes for removal as well as what the State reports back on the 911 funds.

13) Joel Sikkema, Sioux County Assistant Engineer,

- Requested Board approval of a permit agreement with Premier Communications to service a new home in Section 11 of Sheridan Township. Motion by Sybesma and supported by Vande Weerd to approve the permit agreement. Motion carried unanimously.
- Updated the Board on secondary road activities.
- Reported that the asbestos has been abated at the county home and is working with the county attorney on drafting provisions for Justice For All to remove copper from the structure. Sikkema is putting plans together for the demolition of the structure and is looking at the spring time for demolition at the earliest. Water will be required when demolishing the structure.
- Reported that there is an opening for a Technician in the office and is advertising for that role.
- Informed the Board that there is a retirement party for Doug Julius this afternoon.

14) Chairman Muilenburg initiated discussion around employee wages for FY23. The Compensation Board recommended an 8% increase for elected officials and department heads are looking for direction for their FY23 budgets. The discussion was that the wage increase would likely be more than 3% but other factors will also need to be considered.

15) Motion by Vande Weerd and supported by Degen to adjourn the meeting. Motion carried unanimously and the meeting was adjourned at 11:50 a.m. until Tuesday, December 21, 2021.

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Jerry Muilenburg, Chairman  
Sioux County Board of Supervisors

ATTEST: \_\_\_\_\_  
Ryan Dokter  
Sioux County Auditor