



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(APRIL 15, 2025) (WEEK 16 OF 2025)**

Live streaming at:

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

Agenda and Minutes available at:

www.woodburycountyiowa.gov

Daniel A. Bittinger II
389-4405

dbittinger@woodburycountyiowa.gov

Kent T. Carper
570-7681

kcarper@woodburycountyiowa.gov

David L. Dietrich
870-9224

ddietrich@woodburycountyiowa.gov

Mark E. Nelson
540-1259

mnelson@woodburycountyiowa.gov

Matthew A. Ung
490-7852

matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held April 15, 2025, at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

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

1. Approval of the agenda

Action

Consent Agenda

Items 2 through 6 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

2. Approval of the minutes of the April 8, 2025, meeting
3. Approval of claims
4. County Auditor – Michelle Skaff
 - a. Receive County Recorder's Report of Fees Collected
 - b. Receive County Auditor's Quarterly Report
5. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process

6. County Treasurer – Tina Bertrand
 - a. Approve property tax refund request for parcel #874511200006 in the amount of \$2,015.00
 - b. Approve property tax refund request for parcel #894730206006 in the amount of \$798.00

End of Consent Agenda

**Recess Board of Supervisors Meeting
Convene Orton Slough Drainage District Trustees Meeting**

7. Secondary Roads – Laura Sievers
Approval of Iowa DOT Drainage District Consent Agreement to install and extend culverts

**Adjourn Orton Slough Drainage District Trustees Meeting
Continue Board of Supervisors Meeting**

8. County Sheriff – Chad Sheehan
Approval to authorize an additional sergeant position to cover an employment deployment Action

9. Human Resources – Melissa Thomas
 - a. Approval of the Chairman to sign the worker’s compensation High-Level Risk Management Action Plan agreement Action
 - b. Approval of the collective bargaining agreement with CWA Local #7177 Civilian Officers for July 1, 2025, to July 1, 2028 Action
 - c. Approval of the wage reopener agreement with CWA Local #7177 Deputy Sheriffs for July 1, 2025, to June 30, 2026 Action

10. Board of Supervisors – Daniel Bittinger
Approval of consent for the LEC Authority’s use of \$681,418.21 work of fund provided by the County under the 2020-09-14 28E Agreement for the additional project-related purposes of legal fees and costs, expert/consultant fees, project engineering/design fees, and owner rep. fees Action

11. **Budget Review Discussion for FY 26**
 - a. **Board of Supervisors – Daniel Bittinger**
 1. Approval of wage plan pay increase for FY26 budget Action
 2. Approval of purchasing 23 computer squad car tablets for the Woodbury County Sheriff’s Office for FY26 in the amount of \$87,000 out of Gaming Funds or cash reserves Action
 - b. **Miscellaneous Review and Action – All Funds** Action

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

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., APR 16** 12:00 p.m. Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
- THU., APR 17** 4:30 p.m. Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., APR 18** 11:00 a.m. Siouxland Human Investment Partnership Board Meeting, Public Museum
- WED., APR 23** 1:00 p.m. Region IV Hazardous Materials Response Commission, 6401 Gordon Dr.
2:30 p.m. Rolling Hills Community Services Region Governance Board Meeting
- MON., APR 28** 5:00 p.m. Zoning Commission Meeting, Courthouse Basement Boardroom
- MON., MAY 5** 5:00 p.m. Board of Adjustment meeting, Courthouse Basement Boardroom
- WED., MAY 7** 7:30 a.m. SIMPCO Executive/Finance Committee, 6401 Gordon Drive
4:45 p.m. Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., MAY 8** 12:00 p.m. SIMPCO Board of Directors, 6401 Gordon Drive.
4:00 p.m. Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., MAY 14** 7:30 a.m. SIMPCO Executive Finance Committee Meeting, 6401 Gordon Dr.
8:05 a.m. Woodbury County Information Communication Commission, First Floor Boardroom
12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
6:30 p.m. 911 Service Board Meeting, Public Safety Center, Climbing Hill
- THU., MAY 15** 12:00 p.m. SIMPCO Regional Policy and Legislative Committee Meeting, 6401 Gordon Dr.
4:30 p.m. Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., MAY 16** 11:00 p.m. Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- WED., MAY 21** 12:00 p.m. Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., MAY 22** 10:00 a.m. Siouxland Regional Transit System Board of Directors Meeting, 6401 Gordon Dr.
11:15 a.m. Western Iowa Community Improvement Regional Housing Trust Fund, 6401 Gordon Dr.

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.

APRIL 8, 2025, FIFTEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, April 8, 2025, at 4:30 p.m. Board members present were Ung, Carper, Dietrich, Nelson, and Bittinger II. Staff members present were Joshua Widman, Assistant County Attorney, Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, Ryan Ericson, Budget and Finance Director, and Michelle Skaff, 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 Bittinger second by Nelson to approve the agenda for April 8, 2025. Carried 5-0. Copy filed.
Motion by Bittinger second by Dietrich to separate out item regarding Flock Safety. Carried 5-0.
Motion by Bittinger second by Nelson to approve the following items by consent:
 2. To approve minutes of the April 1, 2025 meeting. Copy filed.
To approve minutes of the April 1, 2025 proposed property tax levy special meeting. Copy filed.
To approve minutes of the April 1, 2025 closed session meeting. Copy filed.
 3. To approve the claims totaling \$749,501.46. Copy filed.
 - 4a. To approve the reclassification of Jesse Lieber, Assistant Director, Juvenile Detention Dept., effective 04-14-2025, \$2916.89/bi-weekly, 4%=\$112.19/bi-weekly. Per Wage Matrix: 3 year Increase. Anniversary Date: 4/25/25; the appointment of Carter Riedemann, Equipment Operator, Secondary Road Dept., effective 04-21-2025, \$27.04/hour. Job Vacancy Posted 2/24/25. Entry Level Salary \$27.04/hr.; and the separation of Theresa Jochum, Coordinator of Disability Services, Rolling Hills Dept., effective 06-30-2025. Retired. Copy filed.
 - 4b. Presentation of awards certificate to Virgil Bremer. Copy filed.
 - 5b. To approve and authorize the Chairperson to sign a Resolution Weed Destruction Order.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,876
WEED DESTRUCTION ORDER**

WHEREAS, it is the responsibility of each of Iowa County’s Board of Supervisors to enforce the provisions of Chapter 317 of the Code of Iowa as amended with regard to the destruction of weeds, and

WHEREAS, under Chapter 317 of the Code of Iowa as amended each county Board of Supervisors must prescribe and order a program of weed destruction to be followed by landowners, tenants, and other persons in possession or control of land, and

WHEREAS, it has been determined by the Woodbury County Board of Supervisors that a program of weed destruction for the year 2025 is necessary,

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa that each landowner, tenant or other person in possession or control of private land shall on or before the dates stated below, destroy the below-listed noxious weeds on their land by spraying them with a suitable herbicide in a strength sufficient to kill such weeds.

1. May 1, 2025 – for Palmer amaranth annual.
2. May 5, 2025 - for musk, thistle, sow thistle, bull thistle, leafy spurge, perennial pepper grass, sour dock perennial, smooth dock perennial, and sheep sorrel perennial.

- 3. June 2, 2025 - for Canada thistle, Russian knapweed, buckhorn perennial, wild mustard annual, horse nettle, and teasel biennial.
- 4. June 9, 2025 - for field bindweed, wild carrot biennial, and quack grass.
- 5. June 16, 2025 - for butterprint annual, puncture vine annual, and cocklebur annual.
- 6. July 1, 2025 - for wild sunflower annual and poison hemlock.
- 7. October 1, 2025 - all thistles in the rosette stage.

BE IT FURTHER RESOLVED AND ORDERED that any person using county road Right-of-Way for haying or grazing are responsible for following the labeled restrictions listed on the following products used by Woodbury County Weed Commissioner: Grazon P&D, Streamline, Perspective, Method 240SL, Milestone, and MSN 60.

BE IT FURTHER RESOLVED AND ORDERED that all weeds on county trunk and local roads and between the fence lines of such roads, whether they be noxious weeds or other weeds, shall be eradicated or otherwise destroyed, to prevent seed production, by the owner of the land adjoining the road on or before June 6, 2025.

BE IT FURTHER RESOLVED that weeds that are not destroyed in compliance with the above order may be destroyed by the Weed Commissioner, and the costs of destruction by the Weed Commissioner, including the cost of serving notice, plus a penalty of twenty-five percent of total costs shall be assessed against the property upon which the weeds were destroyed, in the case of private lands, or against the adjoining land, in the case of weeds on county roads. Landowners are to contact Weed Commissioner and notify him if there are areas that should not be sprayed with herbicides.

SO RESOLVED this 8th day of April, 2025
 WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

Carried 5-0.

5a. Motion by Nelson second by Dietrich to approve the permit to work in the right of way for Flock Safety. Motion failed 2-3, Ung, Bittinger, and Carper opposed. Copy filed.

6. A public hearing was held at 4:35 p.m. for the sale of parcel #894730282003, 1814 W. 4th St. The Chairperson called on anyone wishing to be heard.

Motion by Nelson second by Bittinger to close the public hearing. Carried 5-0.

Motion by Nelson second by Dietrich to approve and authorize the Chairperson to sign a Resolution for the sale of parcel #894730282003, 1814 W 4th St., to Callin Cummings, 507 7th St, Ste 600, Sioux City, for \$1,154.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD OF SUPERVISORS
 OF WOODBURY COUNTY, IOWA
 RESOLUTION #13,877**

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By CALLIN CUMMINGS LLC in the sum of **One Thousand One Hundred Fifty-four Dollars & 00/100 (\$1,154.00)**-----dollars.

For the following described real estate, To Wit:

Parcel #894730282003

Lot Five (5) Block Thirteen (13) of Hornicks Addition to Sioux City in the County of Woodbury County, Iowa (1814 W. 4th Street)

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this 8th Day of April, 2025.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

7a. Motion by Bittinger second by Carper to approve the temporarily relocate the State Clerk employees to the Courthouse 3rd floor. Carried 5-0. Copy filed.

7b. Motion by Bittinger second by Nelson to approve the 2025 CIP Courthouse Clerks project in the amount of \$80,723.08. Carried 5-0. Copy filed.

8. Motion by Bittinger second by Nelson to receive revised document from the County Engineer. Carried 5-0. Copy filed.

Motion by Nelson second by Dietrich to approve the new entrance permit and policy. Carried 5-0. Copy filed.

9a. Motion by Bittinger second by Nelson to receive wage plan/elected official wage worksheet. Carried 5-0. Copy filed.

Motion by Ung second by Bittinger to approve the transfer \$200,000 from the Courthouse Maintenance Fund to General Supplemental for FY26. Carried 5-0. Copy filed.

9b. Motion by Bittinger second by Carper to de-fund but not de-authorize twelve conservation positions, including three temporary summer ranger positions, three temporary maintenance positions, and six temporary security guard positions, for FY26 budget. Carried 5-0. Copy filed.

Motion by Nelson second by Bittinger to de-fund but not de-authorize the position of Building Services Maintenance Worker for FY26 budget. Carried 5-0. Copy filed.

9c. The board conducted a miscellaneous review of the budget.

Motion by Ung second by Bittinger to move \$29,914.80 from the PILT fund to the general supplemental fund for FY26. Carried 5-0.

Motion by Bittinger second by Nelson to pay 50% of Auditor wages from General Supplemental. Carried 5-0.

10. Reports on committee meetings were heard.

11. County Engineer Sievers addressed the board regarding wages for the Secondary Roads wage plan FY26 compensation.

Dennis McCall addressed the board regarding fixing the levy on his property.

12. Board Concerns were heard.

The Board adjourned the regular meeting until April 15, 2025.

Meeting sign in sheet. Copy filed.

COUNTY RECORDER'S REPORT OF FEES COLLECTED
(See Chapter 342, Code)

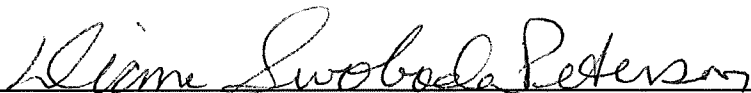
State of IOWA) SS:
County of WOODBURY)

To the Board of Supervisors of WOODBURY County:

I, DIANE SWOBODA PETERSON, Real Estate/Recorder Deputy of the above-named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the period of 1/01/2025 through 3/31/2025 and the same has been paid to the County Treasurer.

	Fees Collected
R.E. Transfer Tax State-Monthly	42,788.37
County Share R.E. Transfer Tax—Quarterly	39,017.29
Recording of Instruments—Quarterly	63,575.00
Auditor's Transfer Fee—Quarterly	4,490.00
Records Management Fees—Quarterly	2,985.00
Elec Tran Fee State Untransferred (Quarterly)	2,985.00
Copy Money-Quarterly	356.50
Vitals Stats State-Monthly	9,210.00
Vitals Stats County-Quarterly	9,300.00
Accts. Receivable Payment-Quarterly	2,059.00
Transfer to Checking Account	0
Previous Qtr. Acct. Receivable Balance	(2,163.00)
Bad Check Adjustment—Quarterly	0
Recorder Over/Short—Quarterly	70.00
Vitals Over/Short—Quarterly	2.00
Refunds--Quarterly	19.00
Adjustment—Quarterly	34.00
Total	174,728.16

All of which is respectfully submitted.



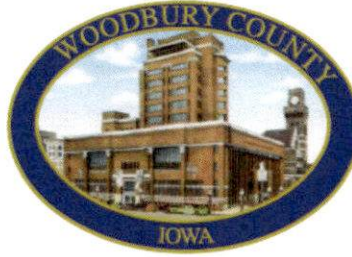
DIANE SWOBODA PETERSON Real Estate/Recorder Deputy

Subscribed and sworn to before me by DIANE SWOBODA PETERSON, Woodbury County Real Estate/Recorder Deputy this 4 day of April, 2025



MICHELLE K. SKAFF County Auditor

**Office Of The
AUDITOR/RECORDER
Woodbury County**
Michelle K. Skaff, Ph.D.
Auditor/Recorder/
Commissioner of Elections



Courthouse – Room 103
620 Douglas
Sioux City, IA 51101
Phone: (712) 279-6702
Fax (712) 279-6629
miskaff@woodburycountyiowa.gov

AUDITOR'S QUARTERLY REPORT

January 1, 2025 / March 31, 2025

Michelle K. Skaff, Woodbury County Auditor/Recorder

Payroll Taxes

Beginning Cash Balance	January 1, 2025		
Payroll Taxes		365,757.62	
Other		(1,293.11)	
Total Beginning Balance			364,464.51
Receipts:			
Payroll Taxes		2,874,711.35	
Interest		2,645.41	
Other			
Total Receipts			<u>2,877,356.76</u>
Total Resources			3,241,821.27
Disbursements:			
Payroll Taxes		2,888,105.97	
Interest Paid to Treasurer		2,275.65	
Other			
Total Disbursements			2,890,381.62
Ending Cash Balance	March 31, 2025		
Payroll Taxes		352,363.00	
Other		(923.35)	
Total Ending Balance			351,439.65

I, Michelle K. Skaff, County Auditor/Recorder of Woodbury County, Iowa, hereby certify the above to be a true and correct statement of the Receipts and Disbursements of the office of County Auditor for the 3rd Quarter ending 03/31/25.

Michelle K. Skaff, County Auditor/Recorder

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

*** PERSONNEL ACTION CODE:**

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

DATE: April 15th, 2025

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Svendsen, Austin	Sheriff's Office	04-04-2025	Jail Sergeant			S	Separation.
Amick, Devan	Sheriff's Office	04-14-2025	Jail Sergeant	\$36.76/hour	37%=\$9.90/hr	P	Per Captain Harlow - Promoted to Sergeant.
Chapple, Brandon	Sheriff's Office	04-14-2025	Jail Sergeant			O	Changing Effective Date of Promotion from 4/16/25 to 4/14/25.
Padilla, Giovanni	Sheriff's Office	04-16-2025	Civilian Jailer	\$24.57/hour		A	Job Vacancy Posted on 9/12/2024. Entry Level Salary: \$24.57/hr
Bumsted, Brayden	Sheriff's Office	04-16-2025	Civilian Jailer	\$24.57/hour		A	Job Vacancy Posted on 9/12/2024. Entry Level Salary: \$24.57/hr
Bryant, Darren	Sheriff's Office	04-16-2025	Civilian Jailer	\$24.57/hour		A	Job Vacancy Posted on 9/18/2024. Entry Level Salary: \$24.57/hr

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas, HR Director

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: April 15th, 2025

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Sheriff's Office	Civilian Jailer	CWA Civilian: \$24.57/hour		
Sheriff's Office	Jail Sergeant	CWA Civilian: \$36.76/hour		

Chairman, Board of Supervisors



Woodbury County Sheriff's Office

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

Chad Sheehan, SHERIFF

PHONE: 712.279.6010
E-MAIL: csheehan@woodburycountyiowa.gov
FAX: 712.279.6522

April 4, 2025

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for one (1) Correctional Officer positions, effective April 16th, 2025. We request this be placed on the agenda for Tuesday April 15th, 2025, at the Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Sheehan", with a long horizontal line extending to the right.

Chad Sheehan, Sheriff

cc: file



Woodbury County Sheriff's Office

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

Chad Sheehan, SHERIFF

PHONE: 712.279.6010
E-MAIL: csheehan@woodburycountyiowa.gov
FAX: 712.279.6522

April 7, 2025

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to promote one (1) Civilian Sergeant position, effective April 16th, 2025.

We request this be placed on the agenda for Tuesday April 15th, 2025, at the Woodbury County Board of Supervisors meeting.

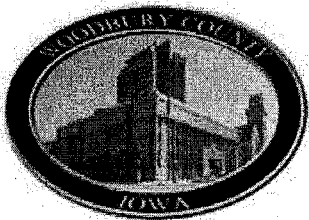
Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Sheehan", with a long horizontal line extending to the right.

Chad Sheehan, Sheriff

CC: file



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

April 9, 2025

RE: Requests for Refunds

Dear Board of Supervisors,

The following property owners have requested these refunds:

8745 11 200 006 (2346 Hancock Ave) Michael Baird paid the wrong parcel	\$2015.00
8947 30 206 006 (2104 Villa Ave) Alicia Rios made double payment	\$798.00

Please approve these customers to be issued refund checks in the amounts listed above. If you have any questions or problems with this request, please feel free to contact me.

Thank you for your time,

A handwritten signature in cursive script that reads "Janet L. Trimpe".

Janet L. Trimpe
Woodbury County Tax Deputy
jtrimpe@woodburycountyiowa.gov
712-279-6495 (option #2 for tax)

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

Date: 04/09/2025 Weekly Agenda Date: 04/15/2025

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

WORDING FOR AGENDA ITEM:

Iowa DOT Drainage District Consent Agreement to install and extend culverts

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Orton Slough Drainage Ditch is effected by the IMN-029-6(318)139--0E-97 interchange project

BACKGROUND:

The Iowa Department of Transportation desires to install and/or extend structures within the limits of the district by installing reinforced concrete pipes at the following Stations: 5026+00, 5027+30, 5033+23.17, 5040+25.63, 5048+00, 5056+00, 8006+00 and 8006+22 as shown on the plans for the new I-29 interchange project.

FINANCIAL IMPACT:

None

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

Yes No

RECOMMENDATION:

Recommend the Board sign the Drainage District Consent Agreement as the Authorized Representative of the Orton Slough Drainage District

ACTION REQUIRED / PROPOSED MOTION:

Motion for the Board Chair to sign and notarize the Iowa DOT Drainage District Consent Agreement

Return to and Prepared by Mark Holm, Right of Way Bureau, Iowa Department of Transportation,
800 Lincoln Way, Ames, IA 50010, 515-233-7867

Form 533409 (07-16)



Right of Way Bureau, 800 Lincoln Way, Ames, Iowa 50010

Toll-Free: 866-282-5809
FAX: 515-239-1247
www.iowadot.gov/rightofway

DRAINAGE DISTRICT CONSENT AGREEMENT

Parcel Number: 7D County: Woodbury

Project Number: IMN-029-6(318)139--0E-97 Route Number: I-29

Section/Township/Range: Orton Slough Drainage Ditch

This agreement made and entered into this _____ day of _____, _____
by and between (District) and the Iowa Department of Transportation (Department), acting for the State of Iowa,
and in consideration of the mutual covenants and conditions hereinafter expressed, the parties hereto agree as
follows:

1. Orton Slough Drainage Ditch is a legally-established drainage district under the supervision of the Woodbury County Board, as provided in Iowa Code section 468.
2. The District adjoins Interstate 29 and crosses Old Hwy 75, located at Sta. 335+00 as shown on the plans for the highway improvement project. The highway is under the jurisdiction and supervision of the Department.
3. The Department currently maintains certain bridges, culverts and structures across the right of way located within the limits of the drainage district to provide for vehicular traffic on the highway and permit free passage of water in the drainage district area.
4. The Department desires to install and/or extend structures within the limits of the district by installing reinforced concrete pipes at the following Stations: 5026+00, 5027+30, 5033+23.17, 5040+25.63, 5048+00, 5056+00, 8006+00 and 8006+22 as shown on the plans for the highway improvement project.
5. The Department agrees to design and pay for the installation of the bridges, culverts, structures, and other construction in connection with the project, and agrees the design and installation of the improvements will be performed in such a manner to cause a minimum of obstruction and impediment to the flow of water in the open ditches of the district.
6. In the event the District determines it is necessary to clean out or make any repair or improvement to the open ditch channel within the highway right of way of the Department, the Department agrees the clean out, repair or improvement within the limits of the highway right of way will be at the expense of the Department, as provided by law.
7. The Department shall have the use of the District's right of way as a work space to properly improve and install the facilities referred to in this highway improvement project, and as described herein.

8. In the event there are any tile outlets utilizing any open ditches of the District, located within the area designated herein, that are affected during this project by the construction of the bridges, culverts, structures, etc., the Department agrees to reconnect said tile lines to leave said tile outlets in the same condition as they were before this highway improvement project, all of which tile repair shall be at the expense of th Department.

DISTRICT'S CONSENT AND AGREEMENT			
Orton Slough Drainage District/Woodbury County Board			
620 Douglas St.			
Sioux City, IA 51101			
By X _____	_____	By X _____	_____
Authorized Representative	Date	Authorized Representative	Date

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF _____ }	<input type="checkbox"/> INDIVIDUAL
COUNTY OF _____ } ss:	<input type="checkbox"/> CORPORATE
On this _____ day of _____ A.D. 2025	Title(s) of Corporate Officer(s):
before me, the undersigned, a notary public in and for said state, personally appeared _____	_____
<input type="checkbox"/> to me personally known; or	<input type="checkbox"/> Corporate Seal is affixed
<input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	<input type="checkbox"/> No Corporate Seal procured
_____ (Sign in ink)	<input type="checkbox"/> Limited Partnership
_____ (Print/type name)	<input type="checkbox"/> General Partnership
Notary Public in and for the State of _____	<input type="checkbox"/> ATTORNEY-IN-FACT
My commission expires _____	<input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s)
(NOTARIAL SEAL)	<input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s)
	<input type="checkbox"/> Other: _____
	SIGNER IS REPRESENTING: <i>List name(s) of entity(ies) or person(s)</i>

DEPARTMENT'S APPROVAL	
Recommended by (Sign in ink): X _____	(Date)
(Printed Name): Project Agent Jessica Birchmier	
Approved by (Sign in ink): X _____	(Date)
(Printed Name): Right of Way Director Brad Hofer	

BUYER'S ACKNOWLEDGEMENT	
STATE OF IOWA }	
COUNTY OF STORY } ss:	
On this _____ day of _____, before me, the undersigned, personally appeared ROW Director, Brad Hofer known to me to be a Right of Way Director of the Buyer and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.	
(NOTARIAL SEAL)	Notary Public in and for the State of Iowa

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

Date: 04/09/2025 Weekly Agenda Date: 04/15/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Sheriff Sheehan

WORDING FOR AGENDA ITEM:

Approval to authorize an additional sergeant position to cover an employee deployment

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This authorization will substitute for an employee that will be serving our country for a 12 month period.

BACKGROUND:

With the addition of the Sergeant being deployed, a retirement will take place within 12 months. Therefore, upon return from deployment the position will not be backfilled and the extra sergeant position will be deauthorized.

FINANCIAL IMPACT:

There will be no financial impact

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

Yes No

RECOMMENDATION:

Approve the motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the authorization of a sergeant position in the Sheriff's Office.

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

Date: 04/09/2025 Weekly Agenda Date: 04/15/2025

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

WORDING FOR AGENDA ITEM:

Approval of the Chairman to sign the worker's compensation High-Level Risk Management Action Plan Agreement

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

IMWCA (Iowa Municipalities Workers' Compensation Association) is our worker's compensation insurance provider. We are working together to lower our mod factor and incidents.

BACKGROUND:

Due to the number of WC incidents and the cost associated to addressing these injuries, an action plan has been created that will lead to a safer work environment and lower premiums.

FINANCIAL IMPACT:

\$0

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

Yes No

RECOMMENDATION:

Approve the motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to authorize the Chairman to sign the worker's compensation High-Level Risk Management Action Plan Agreement

High-Level Risk Management Action Plan Agreement

Woodbury County has been notified of their High-Level Risk Management Action Plan status on March 27, 2025 and were informed of the requirements that the county must meet over the next two-years from the notification date to retain coverage with the Iowa Municipalities Workers' Compensation Association (IMWCA). Failure to follow these requirements as established by IMWCA will result in cancellation of coverage.

Requirements

- Hold monthly safety committee meetings that include the following documentation:
 - Minutes
 - Roll call- attendance by members (sign-in)
 - Incident Review- new incidents if any
 - Incident Review- follow up on previous incidents if any
 - Training review- Is everyone doing their training?
 - Written Policies- Review and updates/training on changes
 - Upcoming safety issues- season issues to cover

- Incident Reviews sent to IMWCA Safety and Risk Improvement Adviser that include:
 - Complete incident review form
 - Signed off by department head after review for completion and action
 - Reviewed by Safety Committee
 - Report to governing board or council

- Set up training for employees-Learn or other documented system that includes:
 - Topic
 - Date and time
 - Instructor
 - Training method (i.e. Learn, classroom or hands-on)
 - Sign-in by attendees- have list of everyone expected to attend and have them sign-in by their name.
 - Test results

- Update and implement written safety policies including:
 - Return-To-Work policy
 - Designated provider policy that directs care to clinic or provider selected by the employer
 - Incident reporting policy that requires employees to report potential claims within 48 hours

- Adopt or update safety manual
 - Board approval of the manual
 - Document that all employees received manual and sign-off that they have read and understand the requirements laid out in the manual.

- Communications
 - Timely response to site visit reports and recommendations or requirements
 - Timely response to Claims by all parties
 - Company Nurse reporting
 - Timely response to request to set up safety reviews

- Full compliance with the IMWCA Firefighter Criteria for the Emergency Services Department.
 - The County stipulates that the department will only provide fire-fighting related activities through mutual aid to local fire departments that is limited to field fires, brush fires, or wildfires.

The following requirements have been reviewed by Woodbury County and by signing this agreement we accept the conditions in this agreement.

Chair, Board of Supervisors, Woodbury County

Date

Must be signed and returned to IMWCA by April 17, 2025

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

Date: 04/09/2025 Weekly Agenda Date: 04/15/2025

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

WORDING FOR AGENDA ITEM:

Approval of the collective bargaining agreement with CWA Local #7177 Civilian Officers' for July 1, 2025 to July 1, 2028

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

An agreement has been reached between CWA Civilian Officers and Woodbury County regarding the 2025-2028 contract.

BACKGROUND:

This is a 3 year agreement with the 2nd and 3rd years being wages only negotiations. All other amendments are bolded in the attached contract.

FINANCIAL IMPACT:

The agreement includes a 6% increase for Class 3, 5.5% increase for Class 2, 5% increase for Class 1, 4.5% increase for Senior, 5% increase for Master, and 4% increase for Sergeants.

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:

Pass the motion

ACTION REQUIRED / PROPOSED MOTION:

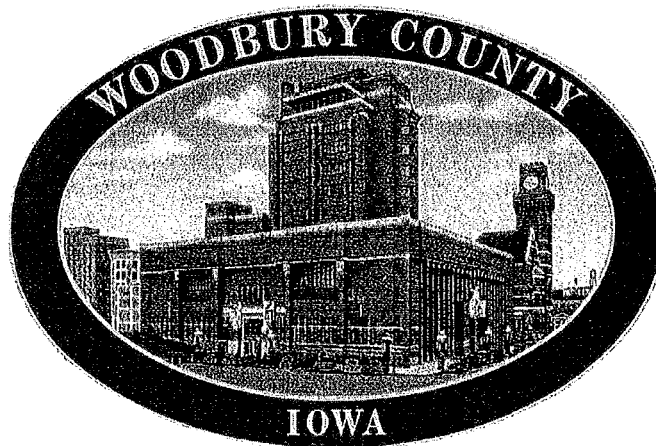
Motion to approve the collective bargaining agreement with CWA Deputy Civilian Jailers for 2025-2028.

MASTER CONTRACT BETWEEN
WOODBURY COUNTY, IOWA

AND

THE COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

CIVILIAN OFFICERS' CWA 7177



2025-2028

PREAMBLE

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

ARTICLE I **Definitions**

Section 1 – A part-time employee is a person who is hired for a period of twenty-four (24) hours per week, or less.

Section 2 – A temporary employee is one who is hired for a period of one hundred twenty (120) consecutive calendar days, or less.

Section 3 – Part-time employees and temporary employee are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement, and shall not become regular employees unless first hired as permanent employees. If a permanent employee has previously attended and successfully completed training at the Iowa Law Enforcement Academy, or a regional training facility certified by the Director of the Iowa Law Enforcement Academy, they will have a probationary period of six (6) months from date of hire. If the employee has not attended the Iowa Law Enforcement Academy or a regional training facility certified by the Director of the Iowa Law Enforcement Academy, they will have a probationary period of one (1) year from their date of hire.

Section 4 – A permanent employee is one who is hired as a permanent employee rather than for a part-time or temporary period or purpose.

Section 5 – A probationary employee is one who has not completed a probationary period as described in Section 3 above. During the probationary period, such employee may be removed or discharged by the Sheriff without cause.

Section 6 – A regular employee is an employee other than a temporary employee or part-time employee who has completed the probationary period.

Section 7 – Except where the context clearly indicates otherwise, the word "employee," when used in this Agreement, shall be limited to mean "regular" employees.

Section 8 – "Act" shall mean the Iowa Public Employment Relations Act as it may be amended from time to time.

Section 9 – Whenever reference is made in this Agreement to the Sheriff, such term shall also include the designated representative of the Sheriff.

Section 10 – The words "Civilian Officers" as used throughout this contract shall refer to court security staff, transport officers, corrections staff and electronic monitoring. (The purpose of this section is to recognize the fact that certified peace officers employed by the County are

no longer governed by this contract, so there is no longer a hierarchy of classifications. Nothing in this definition shall be construed so as to confer any rights on any of the civilian officers as defined above, which are not specifically provided elsewhere in this contract).

ARTICLE II

Management Rights and Responsibilities

Section 1 – In addition to all powers, duties, and rights of the Employer established by constitutional provisions, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- (a) the right to manage the Employer's operations to direct the working force;
- (b) the right to hire employees;
- (c) the right to maintain order and efficiency;
- (d) the right to determine, extend, or curtail the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- (e) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities, and to change existing methods and facilities;
- (f) the right to create, modify, and terminate divisions and job duties;
- (g) the right to transfer promote, and demote employees;
- (h) the right to discipline, suspend, and discharge employees for cause;
- (i) the right to lay off;
- (j) the right to determine the number and starting times of shifts, the number of hours and days in a workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- (k) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 2 – The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, power, authority, and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

ARTICLE III
Union Rights and Responsibilities

Section 1 – The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- (a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- (c) that it will earnestly strive to improve and strengthen goodwill between and among the County and its employees, the Union, and the public.

Section 2 – The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Section 3 – The Union may appoint a representative to receive, investigate, and process an alleged grievance. If the nature of the grievance involves possible irreparable harm to an employee, the representative may be authorized by the Employer to leave the representative's regular work area for the purpose of investigating a grievance; the representative shall obtain permission to do so from the supervisor, which permission shall not be denied unreasonably.

Section 4 – A representative shall suffer no loss of regular pay for the normal work shift when properly excused by the supervisor. Such time spent investigating grievances shall be kept reasonable and commensurate with the issue involved. Normally, such time will not exceed one-half (1/2) hours.

Section 5 – The name of the representative shall be furnished in writing to the Sheriff and the Human Resources Director, and a representative may not act in that capacity until the name is so furnished. Any change in the designated representative must be promptly reported in writing.

ARTICLE IV
Work Stoppage

Section 1 – The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2 – The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone, or participate in any work stoppage, strike slowdown, or illegal picketing, including a refusal to cross any picket line or any other action which interrupts or interferes with the operations of the Employer.

Section 3 – No employee shall cause, authorize, induce, encourage, instigate, ratify, condone, or participate in any work stoppage, strike, slowdown, or illegal picketing, including a refusal to cross any picket line or any other action which interrupts or interferes with the operations of the Employer.

Section 4 – In the event of a violation of any section above, all legal censures of the Act shall apply.

ARTICLE V
Seniority

Section 1 – For the purposes of seniority, employees shall be classified as follows: Civilian Officers. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire within the above classifications. Seniority shall not carry over from one classification to another. When two (2) or more employees have the same date of hire, their seniority shall be determined by the flip of a coin. For purposes of shift bidding only, Sergeants shall accrue seniority in rank and bid shifts by seniority accrued in rank.

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 after the list has been given to the Union.

Section 3 – The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged, fails to report to work within ninety-six (96) hours after written notice of recall is mailed to the employee's latest-advised current address; or is laid off for a period exceeding thirty-six (36) months, or his seniority, whichever is lesser.

Section 4 – An employee promoted from the bargaining unit shall retain but shall not continue to accrue seniority.

Section 5 – An employee shall accrue seniority within an employee's classification to be used in case of staff reduction and/or shift bidding.

ARTICLE VI
Hours of Work

Section 1 – The Employer shall establish and post the hours of work for each shift as determined by the Employer to best provide the services to be rendered and to accommodate the public being served. It is understood and agreed that the operation of the Sheriff's office and the jail are continual, non-stop operations. When an employee is in active pay status, the employee will be paid for 80 hours bi-weekly pursuant to the terms of Article XX, Section 1. The employee will also be paid for any daily overtime accrued pursuant to Article IX. This will occur even if the employee, because of shift schedules, has worked less than 80 hours in the bi-weekly pay period. It is agreed that if an employee terminates for any reason and at the time of the termination he/she has been paid for hours not worked, the employee will within thirty days repay Woodbury County for any hours paid but not worked. The regular work day for Court Security Officers, and for other employees who are similarly situated, shall be eight and one-half (8 ½) hours including a half hour (1/2) paid lunch period. It is understood that employees may be required to work during their lunch period.

Section 2 – Each schedule shall provided that an employee is given one (1) weekend off per month or two (2) consecutive days of the employee's choice as approved by the Employer.

Section 3 – It is understood and agreed that the determination of the daily and weekly work schedules for all employees 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 to reduce, extend, or maintain the hours of work for any employee, and the employee shall be required to work at times as scheduled by the Employer. The Employer shall give the Union as much advance notice as possible of any major change of working condition, but in any event the Employer shall give the Union at least ten (10) days' such notice, except in the case of an emergency. Emergency for purposes of this section shall be defined as the imminent danger to life, limb, or property in which summoning of aid is instituted for the preservation thereof and shall include a jail shakedown. An emergency shall not be construed to facilitate involuntary transfer to work assignments.

ARTICLE VII
Overtime & Holidays

Section 1 – Overtime is all time properly authorized or approved by the Employer and worked by the employee in excess of the normal daily work schedule as posted. It shall be determined in units of one-quarter (1/4) hour or more of time worked in excess of the regularly-scheduled hours of work.

Section 2 – All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. When overtime work is required, each employee is expected to be available for such assignment.

Section 3 – Overtime work shall be paid at one and one-half (1 ½) times the employee's regular hourly rate and shall be included in the paycheck for the period when it is worked.

Upon mutual agreement between an employee and the Sheriff, the Employer may grant time off at the rate of one and one-half (1 ½) times the overtime hours worked by the employee in lieu of overtime pay.

Section 4 – An employee who appears in court pursuant to a subpoena or order when not regularly scheduled to work shall receive a minimum of three (3) hours of paid overtime, or three (3) hours of compensatory time, at their discretion.

Section 5 – The provisions of this Article shall be construed and implemented consistent with the provisions of the Fair Labor Standards Act.

Section 6 – Subject to and in accordance with the provisions of this article, all regular and probationary employees shall be granted holiday pay or a working day off for the following ten (10) holiday's: Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, either the day before Christmas Day or the day before New Year's Day, Christmas Day, New Year's Day and Martin Luther King's Birthday.

Section 7 – Shift employees are employees who work in a classification where it is required that there be employees on duty seven (7) days per week, twenty-four (24) hours per day. For jailer shift employees, the holiday will begin at 8:00 a.m. on the day of the holiday and shall end at 8:00 a.m. twenty-four (24) hours later.

Section 8 – If a shift employee is scheduled to work a holiday, that employee will receive two and one-half (2 ½) times the regular hourly rate of pay normally paid to said employee. However, upon mutual agreement between the employee and the Sheriff, the employee may elect to receive pay at one and one-half (1 ½) times the hourly rate and to receive one (1) working day of compensatory time.

Section 9 – If a holiday falls on a shift employee's regular-scheduled day off, that employee shall be granted one (1) working day's pay at the employee's regular rate of pay, or be allowed to bank those hours into their comp bank if it does not exceed the maximum allowed hours in their comp bank.

Section 10 – For non-shift employees, when one of the aforementioned holidays 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 11 – In order to be eligible for receiving holiday pay or for obtaining a working day off, an employee, unless excused by the Sheriff, 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 is under suspension will be eligible for holiday pay or for a working day off.

Section 12 – Total compensatory time may be accumulated to a maximum of one hundred sixty (160) hours. Total compensatory time is calculated by adding regular compensatory

time and what has been called holiday compensatory time (Section 8 above). After an employee has accumulated one hundred sixty (160) hours of total compensatory time, all overtime work shall be compensated in cash. An employee may accumulate and carry forward a maximum of one hundred sixty (160) hours of total compensatory time from one contract year to the next contract years. An employee whose current total compensatory time exceeds one hundred sixty (160) hours will not be allowed to accrue additional total compensatory time until their total compensatory time is below one hundred sixty (160) hours. Compensatory time in excess of 84 hours must be used by February 10th or any time in excess of 84 hours will be paid in cash prior to March 1st.

ARTICLE VIII Vacations

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

- (a) After an employee has been in the continuous active service of the Employer for one (1) year as of the anniversary of the employee's most recent date of hire, the employee shall be given forty (40) hours vacation with pay at the employee's regular hourly rate.
- (b) After an employee has been in the continuous active service of the Employer for two (2) years or more as of the anniversary of the employee's most recent date of hire, the employee shall be given eighty (80) hours vacation with pay at the employee's regular hourly rate.
- (c) After an employee has been in the continuous active service of the Employer for six (6) years or more as of the anniversary of the employee's most recent date of hire, the employee shall be given one hundred twenty (120) hours vacation with pay at the employee's regular hourly rate.
- (d) After an employee has been in the continuous active service of the Employer for thirteen (13) years or more as of the anniversary of the employee's most recent date of hire, the employee shall be given one hundred sixty (160) hours vacation with pay at the employee's regular hourly rate.
- (e) After an employee has been in the continuous active service of the Employer for twenty (20) or more as of the anniversary of the employee's most recent date of hire, the employee shall be given two hundred (200) hours vacation with pay at the employee's regular hourly rate.
- (f) **For the purposes of vacation pay only, a new employee with**
 - (i) **a minimum of two (2) or more years of experience as a correctional officer, and**
 - (ii) **who has completed the basic forty (40)-hour jail school at the ILEA or other state equivalent**

shall accrue vacation according to Section 1(b) upon starting employment.

Section 2 – The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee’s regular job so that the employee may return to 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 whose services are terminated shall receive any vacation earned and not previously taken. Such vacation 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 the employee’s 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 acting by and through the Woodbury County Sheriff.

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.

ARTICLE IX **Leaves of Absence**

A. Sick Leave

Section 1 – Sick leave shall be used for personal illness 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 – Employees shall be granted ten (10) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of six hundred forty (640) working hours. 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 3 – Except in cases of serious confining illnesses excused by the Sheriff, sick leave

will not be paid on the working day immediately preceding or following a holiday.

Section 4 – The Employer reserves the right to require a physician’s signature for any absence due to sickness.

Section 5 – 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 6 – No employee is entitled to compensation for unused sick leave time except to the extent specified in this section. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time. An employee who is retiring and has a minimum of 25 years of employment with the Woodbury County Sheriff’s Office will be paid 15% of his/her accumulated sick leave up to a maximum of Three Thousand Dollars (\$3,000.00). Any retiring employee who has a minimum of 20 years of employment with the Woodbury County Sheriff’s Office and accumulated sick leave of 500 or more hours may elect to have the County provide his/her personal insurance for a period of one year from the date of retirement, in lieu of cash payout of up to three thousand dollars (\$3,000.00). Should the employee elect family coverage, the employee will be responsible for the difference in cost between the personal, single coverage and the cost of family coverage.

Section 7 – During the first six calendar months of an on-the-job injury or disability incurred or suffered in the course of employment with the Woodbury County Sheriff’s Office, an employee shall receive his or her regular pay as follows: the Employer shall pay the employee the difference between the Worker’s Compensation benefits and the amount which the employee would have been entitled to as gross pay for the same period under the contract if there had been no Worker’s Compensation benefit. No payments by the Employer under this section shall be charged against an employee’s sick leave for this six month period.

Following the first six calendar months of an on-the-job injury or disability, sick leave may be used to the extent it is available. During a period equivalent to the employee’s accumulated sick leave, the Employer shall pay the employee the difference between the Worker’s Compensation benefits and the amount which the employee would have been entitled to receive as gross pay for the same period under the contract as if there had been no Worker’s Compensation benefits, and sick leave shall be reduced accordingly. Proper deductions shall be taken from the amount paid to the employee by the Employer.

During any statutory waiting period, an employee may use sick leave to the extent it is available.

B. Funeral Leave

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

Section 2 – In special cases involving unusual travel or other unusual circumstances, the Sheriff may grant additional leave without pay.

Section 3 – The Sheriff may allow an employee one (1) day of funeral leave with no loss of compensation to attend the funeral of members of the family not included above. He may also allow an employee the necessary time off without pay to attend the funeral of a fellow employee or of a close family friend.

C. 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 to 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 after full consultation with the Sheriff. 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. Personal Day

Section 1 – Each employee will receive two personal days 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.

E. Jury Duty and Court Appearance

Section 1 – Employees shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such employees shall be paid their straight time hourly rate for all lost time up to forty (40) hours per week. An employee who is scheduled to work the 11 p.m. to 7 a.m. shift, shall be given that shift off so the employee can sleep prior to jury duty the next day. An employee shall submit certification of jury service to the Employer, and shall assign to the employer that part of all remuneration received for jury service which can reasonably be described as duplicate compensation. When released from jury duty during working hours, the employee shall report to work within one (1) hour, unless there is less than an hour remaining in the working day.

ARTICLE X
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 this steward, to his supervisor within five (5) working days after the occurrence upon which the grievance is based. The supervisor shall give his oral answer to the grievance within three (3) 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 Sheriff or his designated representative who shall **give** his answer in writing to the employee and steward within five (5) working days after the grievance has been presented to him.

Step Three: If the grievance is not settled in Step Two, it may be appealed to arbitration by the Union by written notice of a request for arbitration submitted to the Sheriff within seven (7) calendar days after the receipt of the Employer's Step Two 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) calendar 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, alternatively strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

Section 2 – The failure of an employee, the Union, or its representative to appeal a grievance to the next step within the applicable times specified above shall bar an employee, the Union, or its representative from appealing the grievance further, and any such grievance shall be considered as settled.

Section 3 – 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.

Section 4 – 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 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 by 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 5 – The arbitrator shall not have power to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Iowa Code Chapter 341A).

Section 6 – The Employer and the employee will share equally any joint costs of the arbitration procedure, such as fees and travel expenses of the arbitrator, and the cost of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

ARTICLE XI

Discipline/Discharge

Section 1 – 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.

Section 2 – 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 XII
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 employee 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.

Section 3 – Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the shift commander.

Section 4 – Employees shall use equipment furnished by the Employer properly and shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

ARTICLE XIII
Shift Differential

Section 1 – Any employee whose regular shift begins after 1:30 p.m. and ends before 11:00 p.m. (mid-shift employees), in addition to their regular compensation, shall be paid a shift differential of fifty cents (\$.50) per hour for each such regular hour worked.

Section 2 – Any employee whose regular shift begins after 9:00 p.m. and ends before 7:00 a.m. (night-shift employees), in addition to regular compensation, shall receive a shift differential of forty cents (\$.40) per hour for each such regular hour worked.

Section 3 – Any employee assigned to 12 hour shifts whose regular shift begins after 6:00 p.m. and ends before 6:00 a.m., in addition to their regular compensation, shall be paid a shift differential of fifty cents (\$.50) per hour for each such regular hour worked.

Section 4 – Any employee who is assigned to the power shift, in addition to regular compensation, shall be paid a shift differential with an equal number of hours compensated under Section 1 and Section 2 of this Article.

Section 5 – This shift differential shall not change the basic hourly rate of pay for computing overtime, callback, or court appearance pay and shall not be paid as additional compensation for overtime, callback, or court appearances.

ARTICLE XIV
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, and the reference to any party includes its agents, 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 – 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 4 – Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party, such notice or demand shall be given or served if made in writing addressed as follows:

To the Employer: Woodbury County Board of Supervisors
 Woodbury County Courthouse
 Sioux City, Iowa 51101

and to the Union: CWA
 Bonnie Winther, CWA Representative
 6200 Aurora Ave, Suite 503E
 Urbandale, IA 50322

ARTICLE XV
Personnel Transactions

Section 1 – An employee shall be entitled to review the employee’s own personnel file upon request to the Sheriff.

Section 2 – An employee shall be given copies of all documents placed in the employee’s personnel file within ten (10) days of the time any such document is placed therein.

Section 3 – An employee shall have the right to submit for insertion in the personnel file a written explanation of any adverse material placed in the employee’s personnel file. The written explanation shall be submitted within ten (10) days after the employee received the material.

Section 4 – “Personnel file” referred to in this article refers to those personnel files maintained by the Sheriff and by the Human Resources Director and does not refer to the “service records” kept by the Woodbury County Civil Service Commission.

Section 5 – The Employer shall not submit to the County Civil Service Commission any material regarding an employee without first submitting the contents of such material to the employee involved. The employee shall then have five (5) working days to submit a written explanation of such material to the Employer which will be included with the material submitted to the Civil Service Commission.

Section 6 – In the event the employee discovers exculpatory or mitigating evidence which was not known at the time a written explanation was submitted pursuant to sections 3 or 5 of this article, nothing in sections 3 and 5 will bar the employee from submitting further written explanation after the time periods set out in those sections.

Section 7 – Employees whose wages are established by the Board of Supervisors (this excludes, for example, employees of the County Conservation Board and the District Health Department) who become employees of the Sheriff’s Office shall retain their accrued sick leave and vacation time, provided there has been no break in their employment with the County. No credit shall be granted for length of service with respect to wages or longevity pay.

ARTICLE XVI
Compensation

Section 1 – Employees shall be paid on a bi-weekly basis. Paydays shall be on Friday.

Section 2 –

- Class 30 – 36 months
- Class 237 – 60 months
- Class 161 – 96 months
- Senior 97 –143 months
- Master 144 months

Section 3: Corrections and Court Security Officers (Civilian Officers) who meet one of the following conditions shall be designated Senior Corrections/Court Security Officers and shall receive additional pay as specified in Appendix A-1, A-2.

- (A) 4 years of service as a Woodbury County Corrections and/or Court Security Officer plus a BA or BS degree.
- (B) 6 years of service as a Woodbury County Corrections and/or Court Security Officer plus an AA degree.
- (C) 8 years of service as a Woodbury County Corrections and/or Court Security Officer.

Senior Corrections/Court Security Officer pay shall begin with the first pay period following the satisfaction of one of the conditions set out above. Corrections/Court Security Officers who believe they are eligible to receive Senior Corrections/Court Security Officer pay based upon Condition A or B shall submit evidence of satisfaction of the academic requirement to the Human Resources Department.

Section 4: A new employee with

- (A) a minimum of two (2) or more years of experience as a correctional officer, and
- (B) who has completed the basic 40-hour jail school at the ILEA or other state equivalent

shall start with the pay rate that coincides with his/her service, and/or at the discretion of the Sheriff.

ARTICLE XVII
Duration and Signature

Section 1 — This Agreement shall be effective July 1, 2025, and shall continue through June 30, 2028, for all articles, provisions, and appendices.

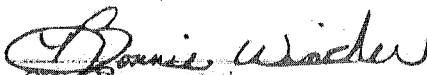
Section 2 — Effective the first full pay period in July 2025, wages for each employee will be increased by 6% for Class 3, 5.5% for Class 2, 5% for Class 1, 4.5% for Senior, 4% for Master, and 4% for Sergeants. For the 2026-2027 year, the parties agree to a wage reopener and discussion on vacation payout. For the 2027-2028 year, the parties agree to a wage reopener. This 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 1st of the year prior to the time when modification is desired. The notification in writing is jurisdictional, but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives this _____ day of _____, 2025.

WOODBURY COUNTY, IOWA

COMMUNICATIONS WORKERS
OF AMERICA
(Civilians)

By: _____
Chairman, Board of Supervisors

By: 
CWA Representative

By: 
Local 7177 President CWA

By: 
Bargaining Committee

Terms in bold are not intended to have additional emphasis, but to show changes made in the most recent negotiations.

APPENDIX A-1
Wage Schedule
July 1, 2025

Civilian Jailers and Court Security Officers (Civilian Officers)	
3rd Class	\$26.04
2nd Class	\$26.98
1st Class	\$28.20
Senior Corrections/Court Security Officer	\$31.12
Master Corrections/Court Security Officer	\$34.57
Sergeants/Court Security Supervisor	\$38.23

For years July 1, 2026-June 30, 2027 and July 1, 2027-June 30, 2028 Wage Reopener for wages.

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

Date: 04/09/2025 Weekly Agenda Date: 04/15/2025

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

WORDING FOR AGENDA ITEM:

Approval of the wage reopener agreement with CWA Local #7177 Deputy Sheriff's for July 1, 2025 to June 30, 2026

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

An agreement has been reached between CWA Deputy Sheriffs and Woodbury County regarding the July 1, 2025 to June 30, 2026 wages.

BACKGROUND:

This is the final year of the 2023-2026 collective bargaining agreement a new agreement will be negotiated next fall.

FINANCIAL IMPACT:

This agreement includes a 5% increase for all deputies and sergeants

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:

Pass the motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the wage reopener agreement with CWA Deputy Sheriff's for 2025-2026

Final Execution Copy

WAGE REOPENER AGREEMENT

BETWEEN
WOODBURY COUNTY, IOWA
AND
THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
DEPUTY SHERIFF'S - CWA 7177

July 1, 2025 – June 30, 2026

WHEREFORE, pursuant to Article XIX of the Master Contract between Woodbury County, Iowa and the Communications Workers of America, AFL-CIO Deputy Sheriff's CWA 7177 for contract term July 1, 2023 through June 30, 2026, the parties agreed to reopen the contract and negotiate base wages for the time period July 1, 2025 through June 30, 2026.

WHEREFORE, this Wage Reopener Agreement provides the agreement for wages for July 1, 2025 through June 30, 2026.

NOW THEREFORE, the parties agree as follows:

1. Effective the first full pay period in July 2025, wages for each employee will be increased by 5% for each employee. The following Appendix A-1 shall be used for the time period July 1, 2025 through June 30, 2026.

APPENDIX A-1
Wage Schedule
July 1, 2025

Deputies

2 nd Class	\$30.59
1 st Class	\$35.55
Senior Deputy	\$37.86
Master Deputy	\$41.62
Sergeants	\$45.28

Final Execution Copy

2. This Agreement shall become effective and final upon ratification by the union and approved by the Board of Supervisors.

Dated this 7 day of April, 2025.

WOODBURY COUNTY, IOWA

COMMUNICATIONS WORKERS OF AMERICA

By *Donna Boyd*
Chairman, Board of Supervisors

By *[Signature]*
CWA Representative

By *[Signature]*
CWA Local No. 7177 President

By *[Signature]*
Bargaining Committee Member

Bonnie Wincher
CWA Staff Rep.

Woodbury County Board of Supervisors approval date:

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

Date: 04/10/2025

Weekly Agenda Date: 04/15/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Bittinger

WORDING FOR AGENDA ITEM:

Consent for LEC Authority's Expanded Use of 28E Funds

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The LEC Authority and the County have identified available non-bond funds that the Authority has received over the course of the LEC project. A portion of the funds in the amount of \$681,418.21 came from the County pursuant to a 28E agreement on 9-14-2020. The Authority requests that the County expand the permissible uses for the 28E funds in furtherance of the project.

Expanding the permissible uses for the County supplied 28E funds will extinguish the need for any additional 28E Agreements now or in the foreseeable future from Woodbury County.

BACKGROUND:

The LEC Authority and the County have identified available non-bond funds that the Authority has received over the course of the LEC project. A portion of the funds in the amount of \$681,418.21 came from the County pursuant to a 28E agreement on 9-14-2020. The Authority requests that the County expand the permissible uses for the 28E funds in furtherance of the project.

The original 28E agreement (attached) specifies that the funds can be used for the design, engineering, testing, and project management fees for the project. The Authority requests that the funds can also be expended for the additional Project-related purposes of legal fees and costs, expert/consultant fees, project engineering/design fees, and owner rep. fees.

Expanding the permissible uses for the County supplied 28E funds will extinguish the need for any additional 28E Agreements now or in the foreseeable future from Woodbury County.

This proposal has been reviewed and approved by legal counsel.

FINANCIAL IMPACT:

Woodbury County should not need to create another 28E agreement to fund the LEC Authority throughout final completion or legal mediation of the project.

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:

Motion to approve consent for the LEC Authority's use of \$681,418.21 worth of funds provided by the County under the 2020-09-14 28E Agreement for the additional Project-related purposes of legal fees and costs, expert/consultant fees, project engineering/design fees, and owner rep. fees.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve consent for the LEC Authority's use of \$681,418.21 worth of funds provided by the County under the 2020-09-14 28E Agreement for the additional Project-related purposes of legal fees and costs, expert/consultant fees, project engineering/design fees, and owner rep. fees.

**AMENDED AND RESTATED 28E AGREEMENT
BETWEEN WOODBURY COUNTY, IOWA
AND THE
WOODBURY COUNTY LAW ENFORCEMENT
CENTER AUTHORITY**

This Amended and Restated 28E Agreement (“Amended Agreement”) is made and entered into pursuant to the provisions of Chapter 28E of the Code of Iowa as of this 14th of September, 2020, by and between WOODBURY COUNTY, IOWA, a political subdivision, organized and existing under and by virtue of the laws and Constitution of the State of Iowa (“County”) and the WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY, a body corporate, organized and existing under and by virtue of Iowa Code Section 346.27 (“Authority”). The County and the Authority are herein referred to as the “Parties” to this Amended Agreement.

WHEREAS, the Authority was created pursuant to Iowa Code Section 346.27, by its incorporating units, Woodbury County, Iowa and Sioux City, Iowa, for purposes of constructing and owning a law enforcement center (“Project”); and

WHEREAS, the Authority intends to finance the entire cost of the Project, including certain fees for the design, engineering, testing and project management of the Project, by issuing revenue bonds; and

WHEREAS, certain of the design, engineering, testing and project management fees for the Project will become due prior to the issuance of said bonds; and

WHEREAS, the Board of Supervisors of the County and the Board of Commissioners of the Authority have determined it to be in the best interests of their respective constituencies and incorporating units to cooperate in the payment of certain design, engineering, testing and project management fees for the Project not to exceed \$1,000,000; and

WHEREAS, the Parties desire to enter into a contract under Chapter 28E in order to define their respective rights and obligations in connection with payment associated with the design, engineering, testing and project management fees for the Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the County and the Authority hereby agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide for the joint exercise of the respective powers of the parties in connection with financing certain design, engineering, testing and project management costs of the Project not to exceed \$1,000,000, which is a public improvement project of mutual benefit to the constituents and incorporating units of both Parties.

Section 2. Agreement – Manner of Financing. In order to effectuate the purpose hereunder and to facilitate the design and construction of the Project, the Parties agree as follows:

A. County's Obligations – The County shall pay the Authority for the cost of certain design, engineering, testing and project management services for the Project in an amount not to exceed \$1,000,000 from the general basic fund cash on hand. The payment shall be financed in cash from such funds as may be legally available including cash on hand and such other funds as the Board of Supervisors may at its sole discretion determine and provide.

B. Authority's Obligations – The Authority shall use said payment(s) from the County to pay for such design, engineering, testing and project management services as the Board of Commissioners deems reasonable and necessary. The Authority shall accept payment from the County for the purpose of paying such design, engineering, testing and project management fees due on the Project. The Authority shall reimburse the County for 100% of its payment(s), not to exceed \$1,000,000. The Authority's reimbursement to the County shall be made within sixty (60) days after the proceeds from the Authority's revenue bonds for the Project become available.

Section 3. Agreement – Method of Approval. The Parties shall approve this Agreement by resolution adopted by action of their respective governing bodies, which resolution shall authorize the Chairperson and County Auditor of the County and the Chairperson and Secretary of the Authority to execute this Amended Agreement.

Section 4. Agreement – Filing with Secretary of State. When this Amended Agreement has been executed by the Parties, it shall be electronically filed with the Secretary of State of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8.

Section 5. Duration. This Amended Agreement shall be in effect as of the date of the filing of the Amended Agreement with the Secretary of State and shall continue indefinitely until and unless terminated by the action of any party to this Amended Agreement as provided herein. This Amended Agreement may also be terminated by either party for any reason, at any time, by providing the other party with written notice of such party's desire to terminate this Amended Agreement. Upon such notice, this Amended Agreement shall automatically terminate 60 days after such notice is provided.

Section 6. No Entity. No separate entity is created hereby.

Section 7. Designated Administrator. The parties agree that Dennis Butler, or his designee, shall be designated as the sole administrator of this Amended Agreement for purposes of the filing requirements outlined by Iowa Code Section 28E.8. Each party shall otherwise separately administer its own activities.

Section 8. Notices. Any notice, demand or other communication under this Amended Agreement shall be made in writing as follows:

If to the County:

Woodbury County Board of Supervisors
Attn: Chairperson, Board of Supervisors
Woodbury County Courthouse
620 Douglas Street, Room 104
Sioux City, IA 51101

If to the Authority:

Woodbury County Law Enforcement Center Authority
Attn: Chairperson, Board of Commissioners
Woodbury County Courthouse
620 Douglas Street, Room 104
Sioux City, Iowa 51101

Section 9. Governing Law. This Amended Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa now or hereinafter applicable hereto.

Section 10. Entire Agreement. This Amended Agreement contains the entire Amended Agreement between the parties hereto and may not be changed except by an amendment in writing signed by the parties hereto.

Section 11. No Third-Party Beneficiaries. Nothing in this Amended Agreement shall be construed to confer any right upon any third party, and the parties hereto specifically acknowledge, agree and declare that no person is intended to be a third-party beneficiary to this Amended Agreement.

IN WITNESS WHEREOF, the County has caused this Amended Agreement to be duly executed in its name and behalf by the Chairperson of the Board of Supervisors and its seal to be hereunto duly affixed and attested by its Auditor, and the Authority has caused this Amended Agreement to be duly executed in its name and behalf by its Chairperson and attested by its Secretary, all on or as of the day first above written.

[Remainder of page intentionally left blank; Signature pages follow]

(SEAL)

WOODBURY COUNTY, IOWA

By: *[Signature]*
Chairperson, Board of Supervisors

ATTEST:

By: *[Signature]*
County Auditor

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this 8th day of September, 2020, before me a Notary Public in and for said State, personally appeared Matthew Ung and Patrick Gill, to me personally known, who being duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Woodbury County, Iowa, an Iowa county created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Karen James
Notary Public in and for the State of Iowa



WOODBURY COUNTY LAW ENFORCMENT
CENTER AUTHORITY

(SEAL)

By: *Ron Wieck*
Chairperson, Board of Commissioners

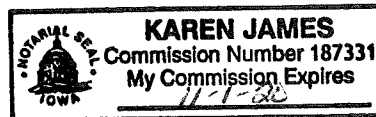
ATTEST:

By: *Dan Moore*
Secretary, Board of Commissioners

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this 14th day of September, 2020, before me a Notary Public in and for said State, personally appeared Ron Wieck and Dan Moore, to me personally known, who being duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Board of Commissioners of the Woodbury County Law Enforcement Center Authority, created and existing under Iowa Code Section 346.27 , and that the seal affixed to the foregoing instrument is the seal of said Authority, and that said instrument was signed and sealed on behalf of said Authority by authority and resolution of its Board of Commissioners, and said Chairperson and Secretary acknowledged said instrument to be the free act and deed of said Authority by it voluntarily executed.

Karen James
Notary Public in and for the State of Iowa



[ATTACH RESOLUTION OF BOARD OF SUPERVISORS APPROVING
AMENDED AGREEMENT]

[ATTACH RESOLUTION OF THE WOODBURY COUNTY LAW ENFORCEMENT
CENTER AUTHORITY APPROVING AMENDED AGREEMENT]
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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 04/10/2025 Weekly Agenda Date: 04/15/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Daniel Bittinger

WORDING FOR AGENDA ITEM:

Wage Plan Pay Increase for FY26 Budget

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

A determination needs to be approved for any wage plan pay increase for FY26.

BACKGROUND:

See handout from the Auditor at the Tuesday, April 8, 2025 Board of Supervisor meeting regarding different options for wage plan employees. As of the April 8, 2025 budget updates and projected end of FY 26 cash reserves - the default 3% wage plan increase was factored into FY26 budget projections.

FINANCIAL IMPACT:

See projected FY26 budget updates from the April 8, 2025 Board of Supervisors meeting budget review.

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:

Motion to approve _____ % pay increase for wage plan employees for FY26 budget.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve _____ % pay increase for wage plan employees for FY26 budget.

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

Date: 04/10/2025

Weekly Agenda Date: 04/15/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Bittinger

WORDING FOR AGENDA ITEM:

23 New Tablets for Woodbury County Sheriff's Office Squad Cars

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Sheriff's office presented a FY26 CIP request for 23 new tablets for their squad cars to handle the new requirements of running the Windows 11 operating system for internal reporting system. See backup material

The concern is the order time, processing/shipping time, configuration of new tablets with WCICC, installation and having time to work out any technical issues that may arise before the October 1, 2025 hard end date.

Gaming Funds could be used to purchase these or with input from the Treasurer, the county may have cash reserves that could cover this payment until the FY26 borrow note is recieved by the county.

BACKGROUND:

From Captain Peterson:

"We submitted a CIP request on 12-9-2024 and presented the information to the Board as well. Our request is for 23 tablets for our squad cars. If we do not upgrade the tablets prior to October, the ones that are not windows 11 will be rendered useless and not allowed on our network. The request is for \$87,000 and if we were to order them now, we would receive them around August 1st."

FINANCIAL IMPACT:

\$87,000 total for 23 new tablets.

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:

Motion to approve purchasing 23 computer squad car tablets for the Woodbury County Sheriff's office for FY26 in the amount of \$87,000 out of Gaming Funds or cash reserves.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve purchasing 23 computer squad car tablets for the Woodbury County Sheriff's office for FY26 in the amount of \$87,000 out of Gaming Funds or cash reserves.

IMPROVEMENT REQUEST

Department/Division Title: Sheriff's Office Patrol Division

Request: 23 – M3 Patrol Ruggedized PC.

Justification: Due to a Windows 11 mandate which will take effect October of 2025, 23 of our current tablets will not support the Windows 11 update.

Financial Impact: 87,000

Budget Account Detail

Account Number:	Description:	Amount:	Explanation:
0001-05-1060-000-44600	Radio and related	\$87,000	Tablet upgrade