



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JUNE 30, 2026) (WEEK 27 OF 2026)

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 June 30, 2026, at 4:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa, for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

3:30 p.m. Joint Closed Session with LEC Authority {Iowa Code Section 21.5(1) (c)}
Dennis Butler Meeting Room

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 5 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 June 23, 2026
3. Approval of claims
4. Woodbury Soil & Water Conservation District
Approval of 28E Agreement between Woodbury County, Iowa and Woodbury Soil & Water Conservation District for funding and management of a watershed inspection and maintenance program in Woodbury County, Iowa

5. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transaction
 - b. Approve the authorization of 10 on-call transport/court security officers
 - c. Authorization to Initiate Hiring Process
 - d. Approval of retiree request to remain on health and dental insurance
 - e. Approval of the master contract between Woodbury County, Iowa and The Communications Workers of America, AFL-CIO Deputy Sheriff's CWA 7177 effective July 1, 2026-June 30, 2030
 - f. Approval of the Wage Reopener Agreement between Woodbury County, Iowa and the Communication Workers of America, AFL-CIO Civilian Officers' CWA 7177 effective July 1, 2026 - June 30, 2028

End of Consent Agenda

6. Secondary Roads – Laura Sievers
 - a. Approval of resolution to temporarily maintain 55 mph until the paved road sections can be reviewed Action
 - b. Approval of quit claim deeds for vacated county rights-of-way in the platted town of Luton Action
 - c. Approval of resolution to vacate excess County right of way along 275th Street Action

7. Juvenile Detention – Ryan Weber

Approval of renewal of the State of Nebraska contract to house youth in the Woodbury County Juvenile Detention Center Action

8. Human Resources – Melissa Thomas

Information regarding the FY 26/27 IMWCA worker's compensation premium Information

9. Board of Supervisors – Daniel Bittinger

Approve \$6,000 from Gaming Funds for program costs for Woodbury County Adult Drug Court Action

10. Reports on Committee Meetings Information

11. Citizen Concerns Information

12. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

WED., JULY 1	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.
MON., JULY 6	5:00 p.m.	Board of Adjustment meeting, Courthouse Basement Boardroom
WED., JULY 8	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
	10:00 a.m.	STARComm Board Meeting, The Security Institute, WIT Campus
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
THU., JULY 9	10:00 a.m.	Siouxland Regional Transit Systems Board Meeting, 6401 Gordon Drive
WED., JULY 15	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
THU., JULY 16	4:00 p.m.	Conservation Board Meeting, Brown's Lake – Bigelow Park
	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
FRI., JULY 17	12:00 p.m.	Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
MON., JULY 27	5:00 p.m.	Zoning Commission Meeting, Courthouse Basement Boardroom
MON., AUG 3	5:00 p.m.	Board of Adjustment meeting, Courthouse Basement Boardroom
WED., AUG 5	11:00 a.m.	Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
	1:00 p.m.	Loess Hills Alliance Executive Meeting
	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.

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.

JUNE 23, 2026, TWENTY SIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, June 23, 2026, at 4:30 p.m. Board members present were Nelson, Dietrich, Bittinger II, Ung and Carper. Staff members present were Karen James, Board Administrative Assistant, James Loomis, County Attorney, Ryan Ericson, Budget and Finance Director and Shona Campbell, Deputy Auditor/Clerk to the Board.

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

1. Motion by Nelson second by Dietrich to approve the June 23, 2026, agenda. Carried 5-0. Copy filed.

Motion by Dietrich second by Nelson to approve the following items by consent.
2. To approve minutes of the June 16, 2026 meeting. Copy filed.
3. To approve the claims totaling \$408,062.47. Copy filed.
4. To approve an application for a 12-month Class C Retail Alcohol License for the Abu Bekr Shrine, effective 06/21/26 through 06/20/27. Copy filed.
5. To receive the appointments of Polly Meisner, 3908 110th St., Pierson, Julie Hamann, 4424 230th St., Correctionville, and Kevin Fouts, 2920 170th St., Merville, to the Woodbury County Library Board of Supervisors. Copy filed.
- 6a. To approve the separation of Alexander Jensen, Jail Sergeant, County Sheriff Dept., effective 06-28-2026. Resigned.; the appointment of Dustin Schlenger, Equipment Operator, Secondary Roads Dept., effective 06-29-2026, \$27.86/hour. Job Vacancy Posted on 4/10/26. Entry Level Salary: \$27.86/hr.; the other of Patricia Raymond, % Deputy, County Treasurer Dept., effective 06-22-2026, \$96,141.03/year, 2%=\$2,344.90/yr. Increase from 80% to 82% Deputy. Per County Treasurer.; the other of Kimberlee Koepke, % Deputy, County Treasurer Dept., effective 06-22-2026, \$78,544.28/year, 3%=\$2,344.93/yr. Increase from 65% to 67% Deputy. Per County Treasurer.; and the appointment of Teagan Reiners, Engineering Aide – Temp, Secondary Roads Dept., effective 06-24-2026, \$19.00/hour. Job Vacancy Posted on 2/25/26. Entry Level Salary: \$19.00/hr. Temp – Not to Exceed 120 Days.
- 6b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Clerk III, County Attorney’s Office. AFSCME Courthouse: \$26.07/hour. Copy filed.

Carried 5-0.

7. Information regarding Senate File 378 presented by County Engineer Laura Sievers. – the speed limit for all vehicular traffic shall be 60 mph unless otherwise posted after July 1, 2026. Copy filed.
8. Ingrid Brenden, Salix; Maria Rundquist, Sioux City; Dean Bradham, Plumbers and Steamfitters Local Union 33; Laurie Lukken, Salix; Steve Corey, Salix; Linette Ross, Lawton; Mitchell Peterson, Salix; Chris Prosch, Sioux City; Kevin Alons, Salix; and Trisha Rivers, Sioux City expressed concerns about the Data Center Moratorium.

Motion by Nelson second by Ung to approve a Resolution establishing a twelve (12) month Moratorium on the acceptance, processing, and approval of applications for all classes of data centers within the unincorporated areas of Woodbury County, Iowa. Carried 5-0.

RESOLUTION #14,064

A RESOLUTION OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
ESTABLISHING A TWELVE (12) MONTH MORATORIUM ON THE ACCEPTANCE,
PROCESSING, AND APPROVAL OF APPLICATIONS FOR ALL CLASSES OF DATA
CENTERS WITHIN THE UNINCORPORATED AREAS OF WOODBURY COUNTY, IOWA

WHEREAS, the Woodbury County Board of Supervisors (“Board”) is vested with the authority to protect the public health, safety, and general welfare of county residents, and to regulate land uses within the unincorporated areas of the County pursuant to Chapters 331 and 335 of the Code of Iowa; and

WHEREAS, data centers have begun to emerge nationwide as large-scale industrial facilities that vary significantly in size, operational intensity, environmental impact, water and energy demand, noise generation, and compatibility with surrounding land uses; and

WHEREAS, such facilities may involve substantial levels of water use, electrical consumption, continuous mechanical noise generation, large-scale cooling infrastructure, accessory substations, emergency backup power systems, and other related components that may pose unique and significant land-use impacts on surrounding properties, natural resources, public services, and rural quality of life; and

WHEREAS, the Board finds that the County’s current zoning ordinance does not specifically include modern data centers as a specific land use category in the zoning ordinance’s land use summary table; and

WHEREAS, the Board wishes to engage in a thorough review of its zoning ordinance, including but not limited to definitions, siting requirements, use classifications, performance standards, environmental protections, and public infrastructure considerations related to data centers; and

WHEREAS, the Board finds that the acceptance or approval of new applications for data centers during this period of study could undermine the purpose of such review, could expose Woodbury County to incompatible land uses, and could jeopardize the County’s ability to develop consistent and protective zoning standards; and

WHEREAS, temporary moratoria of reasonable duration are a recognized and lawful planning tool used by counties throughout Iowa to prevent development from occurring under outdated regulations while comprehensive studies and ordinance updates are being completed; and

WHEREAS, the Board finds that establishing a temporary moratorium on data center applications is necessary and reasonable to protect public health, safety, and welfare while the county studies the issue and develops appropriate regulations.

NOW, THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors that:

1. Moratorium Established.

A temporary moratorium is hereby enacted prohibiting the **acceptance, processing, consideration, or approval** of any zoning, subdivision, site plan, conditional use, building permit, rezoning, or other development applications for **any type or class of data center** within the unincorporated areas of Woodbury County.

2. Definitions.

For purposes of this Resolution, the term **“data center”** shall include any facility primarily used for the centralized storage, management, processing, or transmission of digital data; and any facility whose principal use involves high-density servers, information technology equipment, specialized mechanical cooling systems, or related digital

infrastructure. This definition is intended to be interpreted broadly and includes enterprise data centers, colocation data centers, hyperscale data centers, server farms, cloud-computing facilities, and similar operations.

3. Geographic Scope.

This moratorium applies **only** to properties located within the **unincorporated territory of Woodbury County, Iowa**.

4. Duration.

This moratorium shall remain in effect for **twelve (12) months** from the date of its adoption, unless earlier rescinded or extended by subsequent resolution of the Board.

5. Existing Facilities and Applications.

This moratorium shall **not** apply to:

- a. Legally established existing data center facilities currently in operation;
- b. Applications that have received all required final approvals prior to the effective date of this Resolution;
- c. Routine maintenance, repair, or upgrades to existing lawful facilities that do not constitute expansion or the establishment of a new data center use.

6. Direction to County Staff.

- a. County staff, including Community and Economic Development (Planning and Zoning) and other relevant departments, are hereby directed to:
 - a. Conduct a comprehensive review of zoning provisions related to data centers with the Planning & Zoning Commission;
 - b. Propose updated definitions, standards, and regulatory frameworks designed to address modern data-center land-use impacts;
 - c. Present draft recommendations to the Planning & Zoning Commission and Board for further consideration.
 - d. Consult with the County Attorney's Office regarding the legal and regulatory implications of the proposed changes.

7. Severability.

If any portion of this Resolution is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of the remaining provisions.

8. Effective Date.

This Resolution shall take effect immediately upon its passage and approval.

Passed and approved this 23rd day of June, 2026.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 9a. Motion by Nelson second by Ung on the direction for the Woodbury County Zoning Commission to review the Zoning Ordinance's permitting procedures for industrial data centers and to prepare and present a recommendation with proposed changes to the Board of Supervisors. Through their review, the Commission is authorized to hold necessary public input sessions as part of this process. Carried 5-0. Copy filed.
- 9b. Motion by Nelson second by Bittinger to approve the FY 27 Capital Improvement Request for Conservation – waterfall, retaining wall and sidewalk. Carried 5-0. Copy filed.

Motion by Nelson second by Carper to approve the FY 27 request for EMS – Air Compressor of \$135,000 out of general supplemental. Carried 5-0. Copy filed.

Motion by Nelson second by Dietrich to approve the FY 27 request for EMS – Pickup/Plow of \$50,000 out of general supplemental. Carried 5-0. Copy filed.

Review of CIP funds presented by Budget and Finance Director Ericson.

- 10. Reports on committee meetings were heard.
- 11. Conservation Director Dan Heissel addressed the board concerning "Meet the Animals" at the Nature Center. Chris Prosch addressed the board concerning Lawton Festival.
- 12. Board concerns were heard.

The Board adjourned the regular meeting until June 30, 2026.

Meeting sign in sheet. Copy filed.

Preparer: Eric M Dirth, Assistant Attorney General, Phone: 515-281-8153
IOWA DEPARTMENT of JUSTICE, State Capital Complex, Des Moines, IA 50319
Return to: Woodbury County SWCD, Pioneer Mall Professional Center, 204 First St., Ste 225, Sergeant
Bluff, IA 51054

28E AGREEMENT
BETWEEN WOODBURY COUNTY, IOWA, and the WOODBURY SOIL AND
WATER CONSERVATION DISTRICT for FUNDING AND MANAGEMENT of a
WATERSHED INSPECTION and MAINTENANCE PROGRAM in WOODBURY
COUNTY, STATE OF IOWA

This Agreement is entered into this 9th day of June, 2026, by and between: Woodbury County, Iowa (hereinafter “County”), located at 620 Douglas Street, Rm. 104, Sioux City, Iowa 51101 and the Woodbury Soil and Water Conservation District (hereinafter “SWCD”), located at 204 First Street, Ste 225, Sergeant Bluff, Iowa 51054. This Agreement is entered into pursuant to Chapter 28E of the Code of Iowa.

1) PURPOSE

This Agreement is entered into between the County and the SWCD for the purpose of providing the terms under which the Parties agree to fund and manage a watershed inspection and maintenance program in Woodbury County as sponsors of the Little Sioux River Flood Protection Project. This project involves approximately 460 grade stabilization control structures which have been constructed with federal funds and local contributions since 1949. The Parties do not intend to create a separate legal entity under this Agreement.

2) TERM

This Agreement shall begin on July 1, 2026, and terminate on June 30, 2027. The Agreement may be extended by the written agreement of all parties on terms stated therein.

3) **ADMINISTRATION**

This Agreement shall be administered by the SWCD. All administrative decisions concerning this Agreement shall be undertaken pursuant to the terms outlined below.

4) **HOLDING OF PROPERTY UNDER THIS AGREEMENT**

All real and personal property used or acquired under the terms of this Agreement shall be held in the name of the SWCD.

5) **COUNTY RESPONSIBILITIES**

The County shall provide the SWCD with funds in the amount of Fifty Thousand Dollars (\$50,000.00), payable in installments of Seventeen Thousand Dollars (\$17,000.00), due July 1, 2026; Seventeen Thousand Dollars (\$17,000.00), due January 1, 2027, and Sixteen Thousand Dollars (\$16,000.00) due June 1, 2027. Payments shall be sent to the SWCD office at 204 First Street, Ste 225, Sergeant Bluff, IA 51054. The funds provided to the SWCD by the County shall be used by the SWCD to employ individuals to inspect and maintain the watershed structures described in paragraph 1 of this Agreement. The individuals employed by the SWCD will record the condition of, and maintenance work performed on, each structure. Other related duties will be performed by the individuals employed by the SWCD, as outlined in a position description prepared for the position by the SWCD.

6) **SWCD RESPONSIBILITIES**

The SWCD shall employ individuals to inspect and maintain the watershed structures described in paragraph 1 of this Agreement to the extent that funding is available. The individuals employed by the SWCD will record the condition of, and maintenance work performed on, each structure. The SWCD shall supervise the individuals employed as employees of the SWCD and shall indemnify and hold harmless the County for any negligence on the part of the individuals employed by the SWCD to the extent allowable by Code Chapter 669. The individuals employed by the SWCD may represent the SWCD in performing all types of watershed work.

7) **FINANCING**

The SWCD shall pay all costs associated with the administration of this Agreement, except as provided in paragraph 5 of this Agreement.

8) **AMENDMENT**

This Agreement may be amended from time to time by written agreement of the

Parties. All amendments shall be in writing, signed by both Parties, and electronically filed with the Secretary of State as required by Iowa Code section 28E.8 (2018).

9) **TERMINATION**

Either party may terminate this Agreement at any time with 120 days written notice to the other party. Upon termination of this Agreement, the Parties agree to use their best efforts to wrap up all operations undertaken pursuant to this Agreement. In the event of a conflict as to the distribution of any real or personal property, such conflict shall be resolved between the parties by arbitration paid for equally between the disputing parties.

10) **NOTICES**

Whenever notices and correspondence are to be given under this Agreement, the notices shall be given by personal delivery to the other party, or sent by mail, postage prepaid, to the other party as follows:

To the County

Woodbury County
Board of Supervisors
620 Douglas St Rm 104
Sioux City, IA 51101

To the SWCD

Woodbury SWCD
204 First Street, Ste 225
Sergeant Bluff, IA 51054

11) **APPLICABLE LAW**

This Agreement is to be governed by the laws of the State of Iowa.

12) **FILING**

It is agreed that the County will electronically file this Agreement with the Secretary of State as required by Iowa Code section 28E.8 (2021).

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this 28E Agreement and have caused their duly authorized representatives to execute this 28E Agreement.

WOODBURY COUNTY

BY: _____
Mark Nelson, Chairperson
Woodbury County Board of Supervisors

DATE: _____

STATE OF IOWA, WOODBURY COUNTY: This instrument was acknowledged before me on the ____ day of _____, 2026, by Mark Nelson, as Chairperson of the Woodbury County Board of Supervisors.

NOTARY PUBLIC FOR THE STATE OF IOWA

WOODBURY SOIL AND WATER CONSERVATION DISTRICT

BY: *J Yockey*
Jason Yockey, Chairperson
Woodbury Soil and Water Conservation District

DATE: 6/16/26

STATE OF IOWA, WOODBURY COUNTY: This instrument was acknowledged before me on the 16 day of June, 2026, by Jason Yockey, as Chairperson of the Woodbury Soil and Water Conservation District.

Tina M Nearman
NOTARY PUBLIC FOR THE STATE OF IOWA



Bliven, Rebecca	Auditor-Recorder	07-01-2026	Senior Clerk	\$28.28/hour	8%=\$2.11/hr	P	Promoted to Senior Clerk. In House Job Vacancy Posted on 6/18/26.
Bates, Jackie	Auditor-Recorder	07-01-2026	Senior Clerk	\$28.28/hour	8%=\$2.11/hr	P	Promoted to Senior Clerk. In House Job Vacancy Posted on 6/18/26.
Polley, Karla	Auditor-Recorder	07-01-2026	Senior Clerk	\$28.28/hour	8%=\$2.11/hr	P	Promoted to Senior Clerk. In House Job Vacancy Posted on 6/18/26.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas, HR Director

WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/25/2026 Weekly Agenda Date: 6/30/2026

Elected Official / Department Head / Citizen: Melissa Thomas, Human Resources Director

Wording for Agenda Item:

Approve the authorization of 10 on-call transport/court security officers

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time:

Reviewed by County Attorney's Office:

Background & Financial Impact:

During the budget process, the board approved wages in the amount of \$150,000 for on-call security/ transport. This request establishes the positions needed for that new role. Since these employees will be on- call, they will not be eligible for benefits.

Recommendation:

Motion to approve 10 on-call transport/court security officers.

Approved by Board of Supervisors on March 17, 2026

HUMAN RESOURCES DEPARTMENT

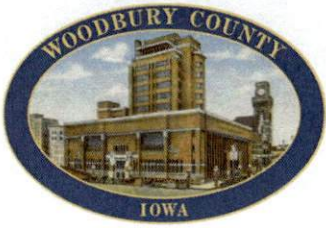
WOODBURY COUNTY, IOWA

DATE: June 30, 2026

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Juvenile Detention	Youth Worker - PT	AFSCME Juvenile: \$23.40/hour		
EMS	Operations Officer – Paramedic PT	Wage Plan: \$27.65- \$28.48/hour		
Sheriff's Office	Transport/Court Security Officers – On-Call (10)	\$35.00/hour		
Sheriff's Office	Correctional Officer	CWA Civilian: \$27.21/hour		
Sheriff's Office	Jail Sergeant	CWA Civilian: \$40.33/hour		
Secondary Roads	Equipment Operator	CWA Roads: \$28.49/hour		

Chairman, Board of Supervisors



Woodbury County Secondary Roads Department

759 E. Frontage Road · Merville, Iowa 51039

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

To: Human Resources Department

From: Laura Sievers, PE, Woodbury County Engineer

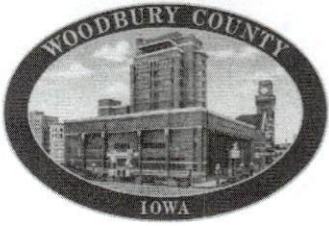
Date: June 25, 2026

Subject: Notice of Separation - Nick Socknat

I am writing to inform you that Nick Socknat has submitted his notice of resignation from employment with Woodbury County.

Please proceed with posting the Equipment Operator position assigned to Correctionville - District 3 in accordance with County policy and applicable collective bargaining requirements.

Thank you for your assistance and attention to this matter.



Woodbury County Secondary Roads Department

759 E. Frontage Road · Merville, Iowa 51039

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

To: Human Resources Department
From: Laura Sievers, PE, Woodbury County Engineer
Date: June 12, 2026
Subject: Hornick Motor Grader Operator – Cody Wiebers

I am pleased to recommend Cody Wiebers for the Hornick Motor Grader Operator position with Woodbury County Secondary Roads. Following a thorough application and interview process, Cody was selected as the most qualified candidate for this role.

His first day of employment will be Monday, July 6, 2026.

Please coordinate with Dustin to complete all pre-employment requirements and onboarding documentation.

Thank you.



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

June 25, 2026

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

The Woodbury County Sheriff's Office respectfully requests authorization to start the application process for the position of up to ten (10) on-call transport/court security officers.

These positions will assist in the daily operations of the transport division. These will not be eligible for any benefits and total combined wages will not exceed the board approved total wages for on-call transport of \$150,000.00.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Sheehan".

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

June 24th, 2026

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 July 1st, 2026.

We request this be placed on the agenda for Tuesday June 30th, 2026, 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 flourish 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

June 24th, 2026

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) Full-time Correctional Officer positions, effective July 1st, 2026. We request this be placed on the agenda for Tuesday June 30th, 2026, at the Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Sheehan".

Chad Sheehan, Sheriff

cc: file

6-23-2026

Board of Supervisors,

Please except my request for staying on our
Health & Dental insurance due to my retirement on
July 31st, 2026.

Sincerely,

Luse Ahlgvist

WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/26/2026 Weekly Agenda Date: 6/30/2026

Elected Official / Department Head / Citizen: Melissa Thomas, Human Resources Director

Wording for Agenda Item:

Approval of the master contract between Woodbury County, Iowa and The Communications Workers of America, AFL-CIO Deputy Sheriff's CWA 7177, effective July 1, 2026-June 30, 2030

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time:

Reviewed by County Attorney's Office:

Background & Financial Impact:

This collective bargaining agreement includes negotiated items such as wages, supplemental pay, personal days, and benefits. Three years of wages have been bargained, with a wage reopener for the July 1, 2029–June 30, 2030 contract year. Agreed upon wages include: "Effective the first full pay period of July 2026, wages for 2nd Class, 1st Class, and Senior employees will be increased by 5.5% and wages for Master and Sergeant employees will be increased by 6.75%. Effective the first full pay period of July 2027, wages will be increased by 3.0% for all employees. Effective the first full pay period of July 2028, wages will be increased by 3.0% for all employees. For the July 1, 2029 – June 30, 2030 contract year, the parties agree to a wage reopener only"

Recommendation:

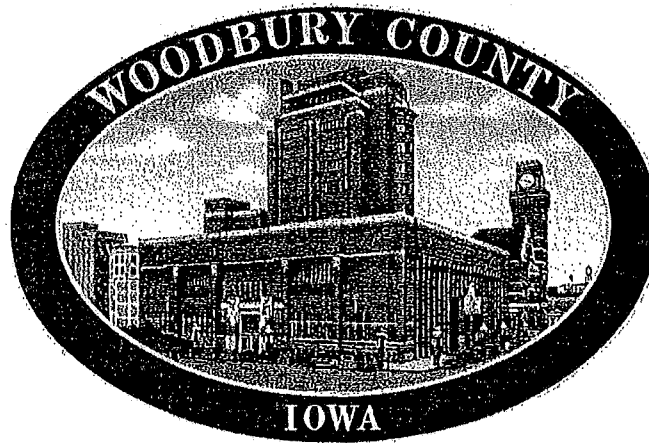
Motion to approve and sign the master contract between Woodbury County, Iowa and The Communications Workers of America, AFL-CIO Deputy Sheriff's CWA 7177, effective July 1, 2026-June 30, 2030

Attachments:

[Attachment 1](#) 

Approved by Board of Supervisors on March 17, 2026

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



For July 1, 2026 - June 30, 2030

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 employees 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 – "Years or more of experience" shall mean service as a certified law enforcement officer in the State of Iowa or another state with equivalent training as set forth in Iowa Administrative Code 501-3.8(80B).

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) hour.

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: Deputy Sheriffs. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire. When two (2) or more employees have the same date of hire, their seniority shall be determined by the length of total service to Woodbury County. When all else is equal, seniority shall be determined by the lowest sum of the last four digits of the employee's social security number. 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 and shall 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
Procedure for Staff Reduction

Section 1 – For purposes of staff reduction, employees shall be classified as follows: Deputy Sheriffs. Layoffs shall take place within this classification.

Section 2 – In the event the Employer determines that employees in a classification must be laid off, employees in such classification shall be laid off in order of seniority.

Section 3 – An employee to be laid off will be notified as soon as possible. A laid-off employee shall advise in writing the Employer of his/her current address during layoff. Recall of employees shall be within classifications. If the Employer desires to recall an employee, such employee shall be recalled in the inverse order of layoff. Recall rights shall be limited to thirty-six (36) months from the effective date of the employee's layoff.

ARTICLE VII
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 is 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 XVIII, Section 1. The employee will also be paid for any daily overtime accrued pursuant to Article VIII. 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.

Section 2 – Each schedule shall provide 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 VIII
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 Deputy Sheriff shift employees, the holiday will begin at 6:00 a.m. on the day of the holiday and shall end at 6:00 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.

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.

ARTICLE IX

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 (effective July 1, 1991, 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) years 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 purpose of vacation pay only, a new employee with at least two (2) years or more of experience 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 X

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 20 years of employment with the Woodbury County Sheriff's Office will be paid 28% of his/her accumulated sick leave up to a maximum of Five Thousand Dollars (\$5,000.00). **Subject to IRS limits, any such retiring employee with a minimum of 20 years of employment with Woodbury County Sheriff's Office may in lieu of such cash payout have 28% of his/her accumulated sick leave up to a maximum of Five Thousand Dollars (\$5,000.00) instead be contributed to his/her Deferred Compensation account.** 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 place funds equivalent to the cost of his/her personal insurance for a period of one year from the date of retirement into a Health Retirement Account ("HRA"), in lieu of a cash payout of up to Five Thousand Dollars (\$5,000.00). 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. In the event an employee requests leave in addition to the 120 hours of family leave 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 Sheriff and/or the Sheriff's designee. Any leave request which is going to be denied by the Sheriff or the Sheriff's designee shall be presented to the Board of Supervisors and the employee will be invited to present his/her situation to the Board. Any decision to grant or deny leave must be immediately provided to the Human Resources Director and may then be brought by the employee, Human Resources, or any other interested party to the Board of Supervisors for review and final decision. 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 **three** 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.

ARTICLE XI **Adjustment of Grievances**

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

Step One: An employee who claims a grievance shall present such grievance orally, with or without his steward, to his supervisor within 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 Public Employment Relations Board (PERB) 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 XII

Insurance

A. Medical and Hospital Insurance

Section 1 – Coverage of an employee will commence at such times as may be set out in the policy, and an employee will be covered only in accordance with and to the extent provided under the terms of the policy.

Section 2 – The Hospital and Medical Care Insurance provided herein shall be a comprehensive PPO plan of insurance which shall contain the following deductibles and maximum out-of-pocket maximums.

An employee's actual out-of-pocket expense per calendar year shall be limited as follows:

Deductible: The first \$500 of covered expenses for single coverage and the first \$1,000 of covered expenses for family coverage.

Coinsurance: Employee pays the first 20% of in-network and 30% of out-of-network covered expenses up to the relevant out-of-pocket maximum. Including the single deductible, the maximum out-of-pocket for single coverage will be \$1,500, and including the family deductible, the maximum out-of-pocket for a family will be \$3,000.

The plan will provide an office co-pay of \$25 per visit for your primary care physician and \$50 for a specialist visit.

Preventive benefits will include yearly routine physicals, including mammogram, pap smear, prostate exam, blood tests and other routine tests which can be done in the doctor's office.

B. Life Insurance

Section 1 – The Employer shall, at no cost to the employee, maintain a life insurance policy for each employee in the face amount of Ten Thousand Dollars (\$10,000.00).

Section 2 – The employee may, to the extent permitted by the insurance company and in accordance with the requirements of the insurance company, purchase additional life insurance at the employee's cost, which shall be deducted from the employee's wages.

Section 3 – Coverage of an employee will commence at such times as may be set out in the policy, and an employee will be covered only in accordance with and to the extent provided under the terms of the policy.

C. Long-Term Disability

The Board will provide a long-term disability insurance plan to all regular full-time employees and regular part-time employees, to the extent permitted by the policy. This long-term disability insurance plan shall have a ninety (90) calendar day waiting period and shall pay benefits at sixty-six and two-thirds (66 2/3) percent of the employee's weekly gross pay, excluding overtime, up to a maximum monthly benefit of \$2,500.00. The Board shall pay the full premium for this disability insurance.

D. Dental Insurance

Section 1 – Employer will pay the cost of dental insurance for each employee.

Section 2 – Employees may pay the premium to add spouse and/or children to the dental plan.

Section 3 – The dental plan will provide the following general coverage:

Deductible Single \$25
 Family \$75

Diagnostic and Preventive Services	100% (Deductible does not apply)
Routine and Restorative Services	80% (After deductible)

Major Restorative Care 50% (After deductible)

Contract Maximum per member per year \$1500.00

Pretreatment: Some services provided under the Routine and Restorative and/or Major Restorative Care require your dentist to submit a proposed treatment plan before beginning treatment.

Section 4 – The Employer reserves the right to unilaterally change calTier or self-insure while maintaining the basic benefits outlined in Section 3.

E. Flex Benefit Plan

The Board will provide the employees with access to a Flex Benefit Plan. Employees will be able to use pre-tax dollars for any use sanctioned by federal law. Current uses include but are not necessarily limited to deductibles, coinsurance and premium payments for group insurance, vision care, glasses and dependent care. This plan is subject to revision if federal laws governing flex benefits are revised.

F. Surviving Spouse

The health, medical and dental insurance referred to in this article shall continue in effect at Employer's expense for the surviving spouse and dependents of any employee who dies as a result of personal injury sustained in the line of duty and who is the recipient of benefits under the Federal Public Safety Officers' Benefits Act of 1976, originally enacted at 42 U.S.C. 3796, but transferred to 34 U.S.C. 10281, as presently in effect or as may be amended during the term of this Agreement, subject to the following exceptions:

- (1) The insurance coverage extended by this section shall terminate 30 days after the remarriage of the surviving spouse. Any dependent's coverage shall terminate upon the dependent reaching the age of 26 years old.
- (2) The insurance coverage shall not be extended to a surviving spouse or to any dependent who already has insurance coverage provided by another employer and shall terminate 30 days after the surviving spouse or dependent becomes eligible for other insurance.

ARTICLE XIII **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 XIV **Supplemental Pay**

A. 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 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 4: 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.

B. Active Standby Pay

Section 1: In addition to his or her regular or other compensation, the employee designated as the Sheriff's Identification Officer who are required to carry a pager or who are required to make themselves available for duty during their nonworking hours shall receive seventeen dollars (\$17.00) for each day or part of a day, in excess of his or her normal work hours, that he or she is required by the Sheriff to be on active standby. If the Identification Officer is recalled by a superior to work after the completion of his/her regular workday, he/she shall receive a minimum of two (2) hours pay. **HRT employees who are required by the Sheriff to be on active standby shall receive Ten Dollars (\$10.00) for each day that he or she is required provided he or she is actually available on such day to respond.** All other employees, who are required to carry a pager or who are required to make themselves available for duty during their nonworking hours shall receive Seven and 50/100 (\$7.50) for each day or part of a day, in excess of his or her normal work hours, that he or she is required by the Sheriff to be on active standby.

C. Personal Property Reimbursement

Section 1: Personal property, required to be carried on duty, shall be repaired or replaced at a reasonable price as determined by the Sheriff in the event of destruction or damage through performance of duty. In the case of watches, the reasonable price shall not exceed \$100.00 per incident. Clothing items, for Deputy Sheriffs employees who are required to wear civilian attire, which are damaged in the line of duty shall be replaced or repaired. Method of repair or replacement is in the sole discretion of the Sheriff and is not subject to grievance.

D. Mileage

Section 1: All other employees who are required to use their personal vehicles will be compensated at the mileage rate set by the Woodbury County Board of Supervisors.

E. Compensation for Acting Shift Supervisor

Section 1: When a Sergeant or Shift Supervisor is not scheduled to work their assigned shift or if they do not complete their assigned shift and it is necessary for a subordinate to act as a Shift Supervisor, the acting Shift Supervisor will be compensated at the rate of the Sergeant's hourly wage for the shift or any portion of the shift worked.

F. Field Training Pay

Section 1: Officers who are assigned field training duties for probationary officers shall receive additional compensation consisting of **15%** of their hourly rate of pay. The hours that an officer assigned field training duties is eligible for field training pay shall be decided by the Sheriff or his designee. This determination by the Sheriff or his designee will not be subject to grievance under the terms of this contract.

G. Uniform Maintenance Allowance

Section 1: Officers will be paid once a year, by a check separate from payroll, a uniform maintenance allowance in the amount of \$425.00.

H. Instructor Pay

Section 1: Employees who are certified instructors shall receive additional compensation consisting of 10% of their hourly rate of pay for the hours that they are actually teaching in their area of certification. The hours that are eligible for this supplemental pay shall be determined by the Sheriff or his designee.

I. Call-In Pay

Section 1: Employees shall receive a minimum of two (2) hours of pay at time and one-half of their regular rate of each time they are called-in for work outside of their normal scheduled shift. This does not apply to vehicle maintenance.

J. Shift Differential for Investigations Deputies

***Section 1:* Any deputies who are currently assigned, in a full-time capacity, to the Investigations Division, shall be paid a shift differential of forty cents (\$.40) per hour for each such regular hour worked. This shift differential shall not change the basic hourly rate of pay for computing overtime, callback, or court appearances.**

ARTICLE XV Transfer Procedures

Section 1: For purposes of transfer, employees shall first be placed in one of the following classifications: Deputy Sheriffs. Deputy Sheriffs shall then be further classified in divisions as follows: patrol division, investigation division, crime prevention division, and civil and warrant division.

Section 2: On July 1 of each year, the Employer shall post a list of all assignments in each classification and shall designate the shifts during which such assignments are to be performed. Employees with two (2) years or more seniority shall then have ten (10) calendar days to designate their choice of shift assignment within their classification, and deputy sheriffs may only designate a choice of shift assignment within their assigned division. In the case of a conflict between designated choices, seniority shall govern. At the end of said ten (10) calendar day period, the Employer shall notify all employees of their shift assignments on the basis of the employees' existing assignments and designated choices. Deputies who have completed a three year assignment in one of the following Divisions - Civil Division, Investigation Division and Community Policing/Crime Prevention Division can request a transfer out of their current Division. Deputies wanting to transfer will request the transfer by January 15th of each year. No transfer would be effective until July 1st of the year it is requested. The Sheriff will be required to transfer the Deputy out of their current Division; however, the new job assignment for the Deputy requesting the transfer is in the sole discretion of the Sheriff. No more than fifty percent (50%) of the deputies assigned to a classification/division may transfer in the same year. If the number of transfers requested exceeds fifty percent (50%) of the deputies assigned to a classification/division, seniority governs.

Section 3: If a vacancy occurs during the remainder of the contract year, employees within the classification and for Deputy Sheriffs within the division, where the vacancy has occurred shall be permitted to request a transfer to the vacant shift assignment. This transfer right shall be limited to employees with two (2) or more years seniority. In the event that two (2) or more employees request a transfer, the conflict shall be resolved on the basis of seniority.

ARTICLE XVI 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 511010

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

ARTICLE XVII
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. This provision shall have no application to routine matters, such as, changes of address.

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 XVIII **Compensation**

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

Section 2: Deputies will be Class 2 Deputies from time of hire for twenty four (24) months. Beginning with twenty-five (25) months of employment a Deputy shall be a Class 1 Deputy. A Deputy shall remain a Class 1 Deputy until he/she qualifies for Senior Deputy.

Section 3: Deputy Sheriffs who meet one of the following conditions shall be designated Senior Deputy and shall receive additional pay as specified in Appendix A-1.

- (A) 4 years of service as a Woodbury County Deputy Sheriff plus a BA or BS degree or 4 years of service as a Woodbury County Deputy Sheriff plus ten (10) years of military service.
- (B) 5 years of service as a Woodbury County Deputy Sheriff.
- (C) A Deputy who has been a certified law enforcement officer in the State of Iowa or another State with Equivalent training as set forth in Iowa Administrative Code 501-3.89(80B) for a minimum of two (2) years or more experience will start with the pay rate that coincides with their service.

Senior deputy pay shall begin with the first pay period following the satisfaction of one of the conditions set out above. Deputy Sheriffs who believe they are eligible to receive senior deputy pay based upon Condition A or B shall submit evidence of satisfaction of the academic requirement and military service via form DD214 to the Human Resources Department.

Section 4: Deputy Sheriffs who meet one of the following conditions shall be designated a Master Deputy and shall receive Master Deputy pay as specified in Appendix A-1.

- (A) 7 years (84 months) of service as a Woodbury County Deputy Sheriff plus one of the following: a BA or BS; Master's degree; or 10 years military service.
- (B) 8 years (96 months) of service as a Woodbury County Deputy Sheriff.

ARTICLE XIX
Duration and Signature

Section 1: This Agreement shall be effective July 1, 2026, and shall continue through June 30, 2030, for all articles, provisions, and appendices.

***Section 2:* Effective the first full pay period of July 2026, wages for 2nd Class, 1st Class, and Senior employees will be increased by 5.5% and for Master and Sergeant employees will be increased by 6.75%. Effective the first full pay period of July 2027, wages will be increased by 3.0% for all employees. Effective the first full pay period of July 2028, wages will be increased by 3.0% for all employees. For the July 1, 2029 – June 30, 2030 contract year, the parties agree to a wage reopener only.** 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 30th day of JUNE, 2026.

WOODBURY COUNTY, IOWA

COMMUNICATIONS WORKERS
OF AMERICA
(Deputies)

By: _____
Chairman, Board of Supervisors

By: *Bonnie Winkler*
CWA Representative

By: *Derek Brand*
CWA Local 7177 President

By: *John A. [Signature]*
Bargaining Committee Member

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

APPENDIX A-1
JULY 1, 2026

Deputies

2 nd Class	\$32.27
1 st Class	\$37.51
Senior Deputy	\$39.94
Master Deputy	\$44.43
Sergeants	\$48.34

APPENDIX A-1
JULY 1, 2027

Deputies

2 nd Class	\$33.24
1 st Class	\$38.63
Senior Deputy	\$41.14
Master Deputy	\$45.76
Sergeants	\$49.79

APPENDIX A-1
JULY 1, 2028

Deputies

2 nd Class	\$34.24
1 st Class	\$39.79
Senior Deputy	\$42.37
Master Deputy	\$47.14
Sergeants	\$51.28

WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/26/2026 Weekly Agenda Date: 6/30/2026

Elected Official / Department Head / Citizen: Melissa Thomas, Human Resources Director

Wording for Agenda Item:

Approval of the Wage Reopener Agreement between Woodbury County, Iowa and the Communication Workers of America, AFL-CIO Civilian Officers' CWA 7177, effective July 1, 2026 - June 30, 2028

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time:

Reviewed by County Attorney's Office:

Background & Financial Impact:

This two-year wage reopener includes the addition of a step in the compensation matrix to allow for quicker negotiated raise increases. Negotiated wages are as follows: "For the 2026-2027 year, wages for each employee will be increased by 4.5% for Step 1, 4.5% for Step 2, 4.5% for Step 3, 4.5% for Step 4, 6.5% for Senior, 5.75% for Master, and 5.5% for Sergeant. Also pursuant to the 2026 wage reopener, for the 2027-2028 year, wages for all employees will be increased by 3.5%"

Recommendation:

Motion to approve and sign the Wage Reopener Agreement between Woodbury County, Iowa and the Communication Workers of America, AFL-CIO Civilian Officers' CWA 7177, effective July 1, 2026 - June 30, 2028

Attachments:

[Attachment 1](#) 

Approved by Board of Supervisors on March 17, 2026

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. **Pursuant to the 2026 wage reopener, for the 2026-2027 year, wages for each employee will be increased by 4.5% for Step 1, 4.5% for Step 2, 4.5% for Step 3, 4.5% for Step 4, 6.5% for Senior, 5.75% for Master, and 5.5% for Sergeant. Also pursuant to the 2026 wage reopener, for the 2027-2028 year, wages for all employees will be increased by 3.5%.** 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 30th day of June, 2026.

WOODBURY COUNTY, IOWA

By: _____
Chairman, Board of Supervisors

COMMUNICATIONS
WORKERS OF AMERICA
(Civilians)

By: Donnie Winick
CWA Representative

By: Derek Brand
CWA Local 7177 President

By: [Signature]
Bargaining Committee

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

WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/25/2026 Weekly Agenda Date: 6/30/2026

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

Wording for Agenda Item:

Resolution to temporarily maintain 55 mph until the paved road sections can be reviewed

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time:

Reviewed by County Attorney's Office:

Background & Financial Impact:

Senate File 378 amended Section 321.285 of the Code of Iowa effective July 1, 2026, changing the statutory speed limit on primary roads from fifty-five (55) miles per hour to sixty (60) miles per hour unless otherwise provided. This resolution is intended as an interim measure to maintain existing speed limits while engineering and traffic investigations are conducted and roadway segments are reviewed and updated by Secondary Roads.

Recommendation:

Recommend the Board approve the Resolution to temporarily maintain 55 mph until the paved road sections can be reviewed and updated

Attachments:

[Attachment 1](#) 

[Attachment 2](#) 

Approved by Board of Supervisors on March 17, 2026

SPEED LIMIT RESOLUTION

TEMPORARY 55 MPH SPEED LIMIT ON COUNTY PAVED SECONDARY ROADS

RESOLUTION NO. _____

WHEREAS, the Board of Supervisors of Woodbury County is empowered under the authority of Sections 321.255 and 321.285, subsection 4, of the Code of Iowa to determine upon the basis of an engineering and traffic investigation conducted by the County Engineer that the speed limit of any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit; and

WHEREAS, Senate File 378 amended Section 321.285 of the Code of Iowa effective July 1, 2026, changing the statutory speed limit on primary roads from fifty-five (55) miles per hour to sixty (60) miles per hour unless otherwise provided; and

WHEREAS, Woodbury County maintains an extensive paved secondary road system consisting of approximately 344 miles of paved roadway and numerous roadway segments with varying geometric characteristics, access densities, traffic volumes, roadside development, and other conditions affecting the reasonable and proper speed of travel; and

WHEREAS, the County Engineer has determined that additional engineering and traffic investigations are necessary to evaluate the reasonable and proper speed limit for the County's paved secondary roads under the revised statutory provisions; and

WHEREAS, the County Engineer recommends maintaining the existing posted speed limit of fifty-five (55) miles per hour and lower where designated on paved secondary roads until such investigations can be completed and individual roadway segments reviewed;

NOW, THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors that:

1. A speed limit of fifty-five (55) miles per hour is hereby established on all paved Woodbury County secondary roads currently posted at fifty-five (55) miles per hour, unless otherwise established by separate resolution of the Board of Supervisors.
2. This resolution is intended as an interim measure to maintain existing speed limits while engineering and traffic investigations are conducted and roadway segments are reviewed by the County Engineer.
3. The County Engineer is directed to continue evaluating paved secondary roads and to provide recommendations to the Board of Supervisors regarding any future speed limit modifications deemed reasonable and proper.

4. The speed limits established herein shall be effective upon passage of this resolution and the continued presence of appropriate regulatory signs giving notice of the speed limit.

Passed and approved this _____ day of _____, 2026, by the Woodbury County Board of Supervisors.

Mark Nelson, Board Chair

Daniel Bittinger II, Member

Kent Carper, Member

David Dietrich, Member

Matthew Ung, Member

Recommended:

ATTEST:

Laura Sievers, PE Woodbury County Engineer

Michelle K. Skaff, Woodbury County Auditor

WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/25/2026 Weekly Agenda Date: 6/30/2026

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

Wording for Agenda Item:

Quit claim deeds for vacated County rights-of-way in the platted town of Luton

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time:

Reviewed by County Attorney's Office:

Background & Financial Impact:

In 1985, the Board of Supervisors vacated platted streets and alley rights-of-way in the town of Luton. Deeds were not completed to transfer ownership. The County Engineer's office has prepared quit claim deeds to the rights-of-way for portions for the following landowners in Luton: Sandra Kay Lau, Arnold R. Wittmaack, Prairie Valley Farm Service, LLC, Joint Revocable Trust of Richard F. Mercer and Barbara J. Mercer. The County will place this land back on the property tax rolls.

Recommendation:

Recommend the Board approve individual motions as required to quit claim street and alley rights of way as follows: Approve quit claim deeds for: Sandra Kay Lau, Arnold R. Wittmaack, Prairie Valley Farm Service, LLC, Joint Revocable Trust of Richard F. Mercer and Barbara J. Mercer

Attachments:

[Attachment 1](#) 

[Attachment 2](#) 

[Attachment 3](#) 

[Attachment 4](#) 

[Attachment 5](#) 

Approved by Board of Supervisors on March 17, 2026

QUIT CLAIM DEED

For the consideration of one dollar (\$1.00) and other valuable consideration, Woodbury County represented by its Board of Supervisors, _____, Chairperson does hereby quit claim to Arnold R. Wittmaack, all right, title, interest, estate, claim, and demand on the following described real estate in Woodbury County, Iowa:

The north 8' of the vacated east-west 16' wide alley south of and adjacent to Lots One (1) and Two (2) in block 3, the vacated east-west 16' wide alley between Lots Eleven (11) to Thirteen (13) in block 4, and the south 8' of the vacated east-west 16' wide alley north of and adjacent to Lots Fourteen (14) and Fifteen (15) in block 4, containing 1,967 square feet, more or less, of the original plat of the Town of Luton located in Section 20, T87N, R46W, Woodbury Township of the 5th P.M. Woodbury County, Iowa.

Said real estate being part of the original plat of the Town of Luton and subject to other easements of record.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context.

Dated: June 30, 2026

Chair, County Board of Supervisors

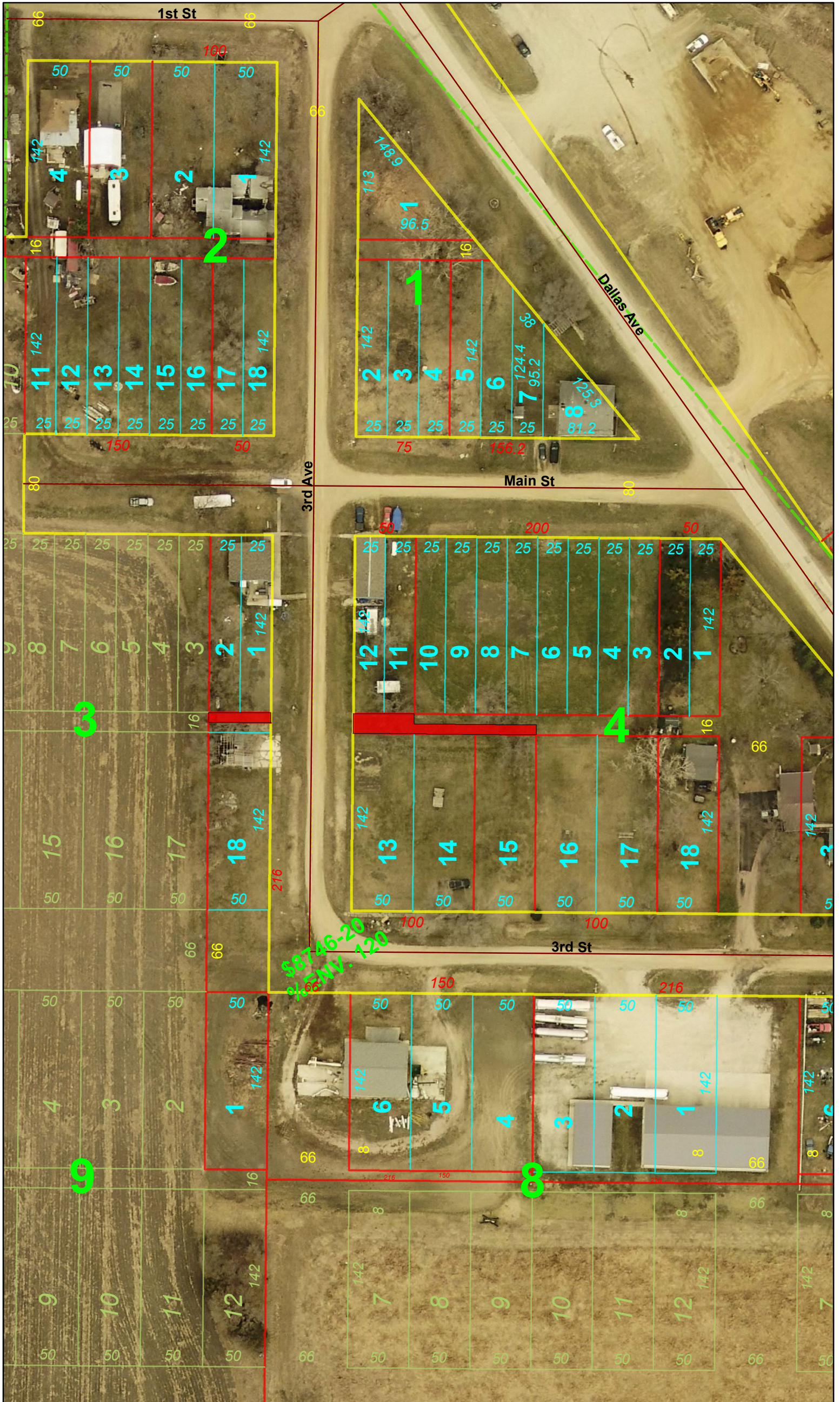
County Seal:

County Auditor

On this ____ day of _____, 2026, before me _____ a notary public in and for the State of Iowa appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the County Board of Supervisors and County Auditor, respectively, of the County of Woodbury, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, as contained in the Supervisors Minute Book, as passed by the Board of Supervisors on the ____ day of _____, 2026 and, _____ and _____ acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Notary Public
My Commission Expires: _____

Seal:



QUIT CLAIM DEED

For the consideration of one dollar (\$1.00) and other valuable consideration, Woodbury County represented by its Board of Supervisors, _____, Chairperson does hereby quit claim to the Joint Revocable Trust of Richard F. Mercer and Barbara J. Mercer, all right, title, interest, estate, claim, and demand on the following described real estate in Woodbury County, Iowa:

The south 8' of the vacated east-west 16' wide alley north of and adjacent to Lots Sixteen (16) and Seventeen (17) in block 4, the vacated east-west 16' wide alley between Lots One & Two (1 & 2) and Eighteen (18) in block 4, vacated Second Street lying east of block 4 and west and north of block 5, bounded on the south by the south line of block 4 extended easterly along the south line of block 5 and bounded on the north by the southwesterly right-of-way line of Railway Street now known as Dallas Avenue, and the vacated triangular area bounded on the west by vacated Second Street, bounded on the south by Lots Two (2) and Three (3) and bounded on the north by the southwesterly right-of-way line of Railway Street now known as Dallas Avenue, containing 21,514 square feet, more or less, of the original plat of the Town of Luton located in Section 20, T87N, R46W, Woodbury Township of the 5th P.M. Woodbury County, Iowa.

Said real estate being part of the original plat of the Town of Luton and subject to other easements of record.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context.

Dated: June 30, 2026

Chair, County Board of Supervisors

County Seal:

County Auditor

On this _____ day of _____, 2026, before me _____ a notary public in and for the State of Iowa appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the County Board of Supervisors and County Auditor, respectively, of the County of Woodbury, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, as contained in the Supervisors Minute Book, as passed by the Board of Supervisors on the _____ day of _____, 2026 and, _____ and _____ acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Notary Public
My Commission Expires: _____

Seal:

QUIT CLAIM DEED

For the consideration of one dollar (\$1.00) and other valuable consideration, Woodbury County represented by its Board of Supervisors, _____, Chairperson does hereby quit claim to Prairie Valley Farm Service, L.L.C., all right, title, interest, estate, claim, and demand on the following described real estate in Woodbury County, Iowa:

The north 8' of the vacated east-west 16' wide alley south of and adjacent to Lots Three (3) to Ten (10) in block 4, containing 1,567 square feet, more or less, of the original plat of the Town of Luton located in Section 20, T87N, R46W, Woodbury Township of the 5th P.M. Woodbury County, Iowa.

Said real estate being part of the original plat of the Town of Luton and subject to other easements of record.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context.

Dated: June 30, 2026

Chair, County Board of Supervisors

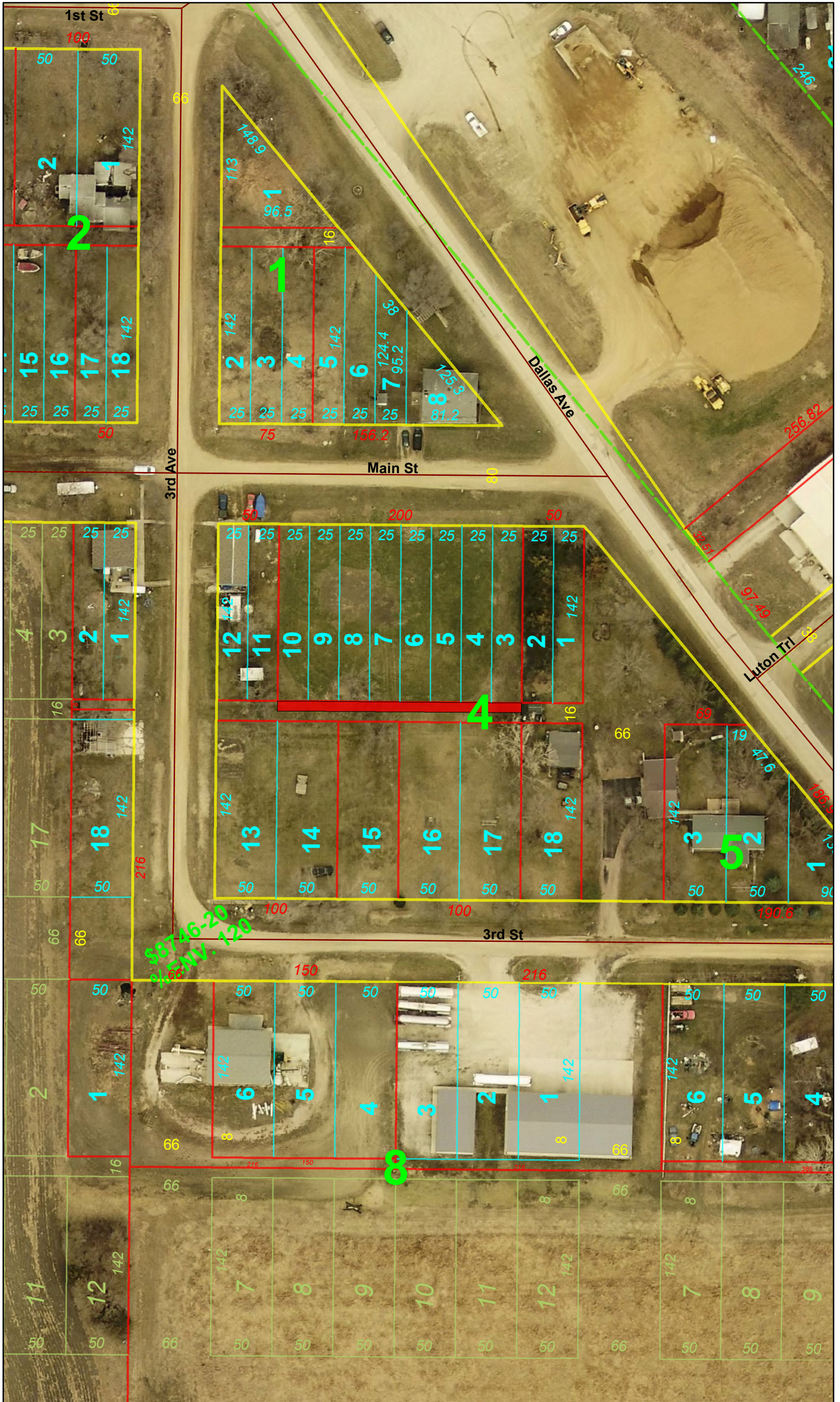
County Seal:

County Auditor

On this ____ day of _____, 2026, before me _____ a notary public in and for the State of Iowa appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the County Board of Supervisors and County Auditor, respectively, of the County of Woodbury, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, as contained in the Supervisors Minute Book, as passed by the Board of Supervisors on the ____ day of _____, 2026 and, _____ and _____ acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Notary Public
My Commission Expires: _____

Seal:



98746-20
30 JULY 2020

QUIT CLAIM DEED

For the consideration of one dollar (\$1.00) and other valuable consideration, Woodbury County represented by its Board of Supervisors, _____, Chairperson does hereby quit claim to Sandra Kay Lau, all right, title, interest, estate, claim, and demand on the following described real estate in Woodbury County, Iowa:

The north 8' of the vacated east-west 16' wide alley south of and adjacent to Lots One (1) to Six (6) in block 7 and vacated First Street lying east of block 7, bounded on the south by the centerline of the east-west alley in block 7 extended easterly to the west line of block 6, bounded on the east by the west line of block 6, and bounded on the north by the southwesterly right-of-way line of Railway Street now known as Dallas Avenue, containing 5,528 square feet, more or less, of the original plat of the Town of Luton located in Section 20, T87N, R46W, Woodbury Township of the 5th P.M. Woodbury County, Iowa.

Said real estate being part of the original plat of the Town of Luton and subject to other easements of record.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context.

Dated: June 30, 2026

Chair, County Board of Supervisors

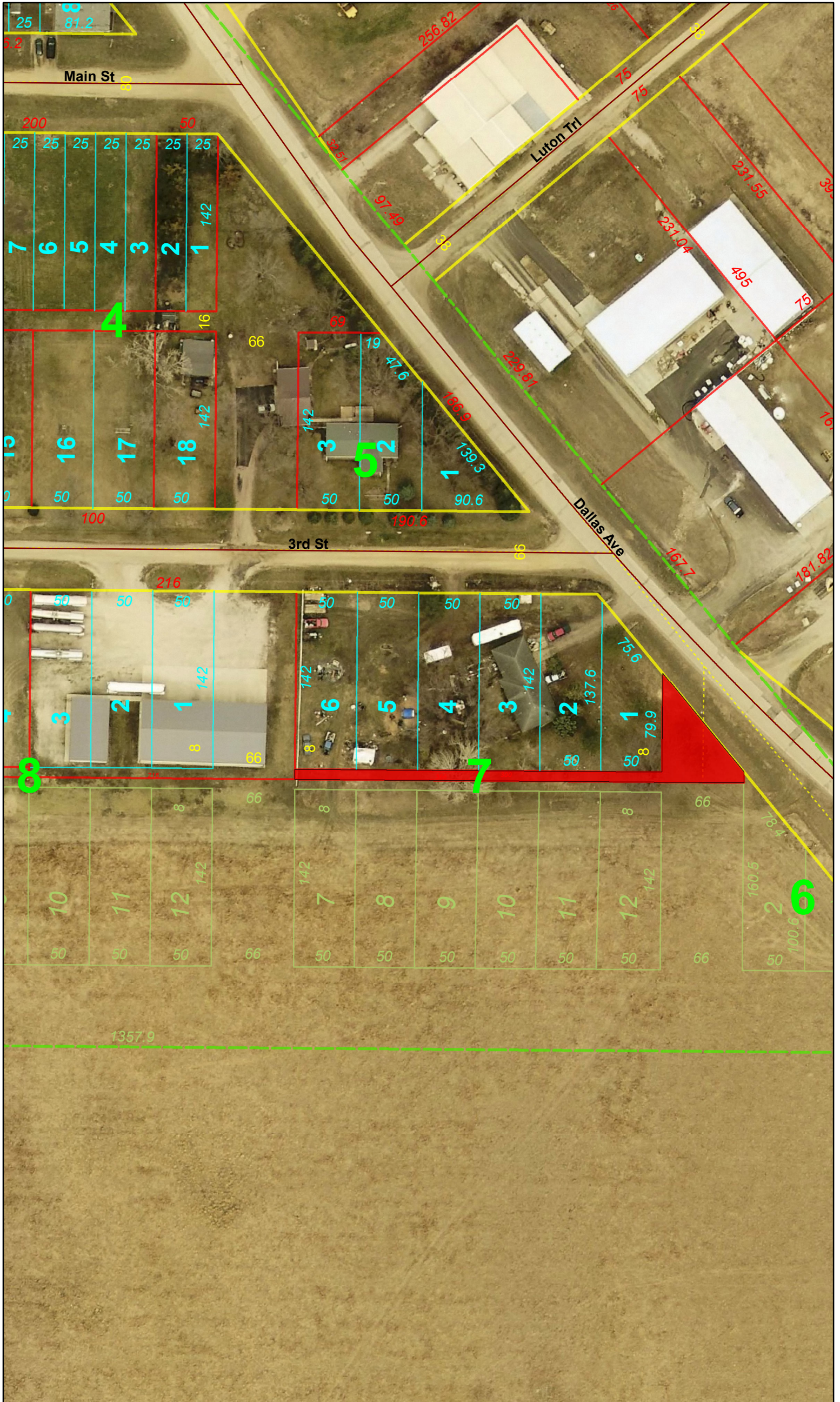
County Seal:

County Auditor

On this ____ day of _____, 2026, before me _____ a notary public in and for the State of Iowa appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the County Board of Supervisors and County Auditor, respectively, of the County of Woodbury, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, as contained in the Supervisors Minute Book, as passed by the Board of Supervisors on the ____ day of _____, 2026 and, _____ and _____ acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Notary Public
My Commission Expires: _____

Seal:



WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/25/2026 Weekly Agenda Date: 6/30/2026

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

Wording for Agenda Item:

Resolution to vacate excess County right of way along 275th Street

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time:

Reviewed by County Attorney's Office:

Background & Financial Impact:

275th Street near Brown's Lake was realigned and paved in the late 1960s. A request was received by a landowner to vacate excess right of way thereby providing sufficient acreage for future construction on their property. None. The landowner paid for the survey.

Recommendation:

Recommend the Board motion to vacate excess right of way along 275th Street

Attachments:

[Attachment 1](#) 

[Attachment 2](#) 

Approved by Board of Supervisors on March 17, 2026

RESOLUTION NO. _____

WOODBURY COUNTY, IOWA

VACATION OF EXCESS RIGHT OF WAY

WHEREAS the Code of Iowa, section 306.10 gives the Board of Supervisors the power on its own motion to alter or vacate and close any highway or road under its jurisdiction, and

WHEREAS the Code of Iowa, section 306.11 allows the Board to vacate a road right of way held by easement that will not change the traveled portion of the road or deny access to adjoining landowners, and

WHEREAS a road vacation under the circumstances outlined in section 306.11 does not require a hearing, and

WHEREAS there is excess right of way along 275th St, and

WHEREAS vacation of the excess right of way does not affect access or highway use, and

WHEREAS the Board of Supervisors no longer believes the County needs to maintain its easement on the following County right of way,

NOW THEREFORE BE IT RESOLVED that the Woodbury County Board of Supervisors, enters the following order in regard to the aforementioned right of way vacation.

The Board of Supervisors order the following described right of way be vacated.

SURVEYOR'S DESCRIPTION PARCEL 25 A:

PART OF GOVERNMENT LOT 3, SECTION 33, TOWNSHIP 87 NORTH, RANGE 47 WEST OF THE 5TH PRINCIPAL MERIDIAN, WOODBURY COUNTY, IOWA, ABUTTING LOT 25, GALLAND'S LAKEVIEW, A SUB-DIVISION OF A PART OF GOVERNMENT LOT 3, IN SECTION 33, T.87N., R.47W. OF THE 5TH PRINCIPAL MERIDIAN, WOODBURY COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE EASTERLY MOST CORNER OF SAID LOT 25; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 25 AND A 540.00 FOOT RADIUS CURVE CONCAVE WESTERLY FOR 128.01 FEET TO THE SOUTHERLY MOST CORNER OF SAID LOT 25, SAID CURVE HAVING A CHORD BEARING OF S.24°29'15"W. AND A CHORD LENGTH OF 127.71 FEET; THENCE N.36°55'39"E. ALONG A LINE 60.00 FEET WESTERLY OF AND PARALLEL TO THE CENTERLINE OF 275TH STREET FOR 134.63 FEET TO THE NORTHERLY LINE OF SAID LOT 25 EXTENDED EASTERLY; THENCE N.72°54'09"W. ALONG SAID EXTENDED LINE FOR 29.24 FEET TO THE POINT OF BEGINNING. CONTAINING 1529 SQUARE FEET. SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, RESTRICTIONS AND COVENANTS.

NOTE: THE NORTHERLY LINE OF SAID LOT 25 IS ASSUMED TO BEAR N.72°54'09"W.

SURVEYOR'S DESCRIPTION PARCEL 26 A:

PART OF THE N.W.1/4 OF THE S.E.1/4, AND PART OF GOVERNMENT LOT 3, ALL IN SECTION 33, TOWNSHIP 87 NORTH, RANGE 47 WEST OF THE 5TH PRINCIPAL MERIDIAN, WOODBURY COUNTY, IOWA, ABUTTING LOT 26, GALLAND'S LAKEVIEW, A SUB-DIVISION OF A PART OF GOVERNMENT LOT 3, IN SECTION 33, T.87N., R.47W. OF THE 5TH PRINCIPAL MERIDIAN, WOODBURY COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE EASTERLY MOST CORNER OF SAID LOT 26; THENCE S.53°23'11"E. FOR 84.64 FEET; THENCE S.36°55'39"W. ALONG A LINE 60.00 FEET WESTERLY OF AND PARALLEL TO THE CENTERLINE OF 275TH STREET FOR 107.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 26 EXTENDED EASTERLY; THENCE N.72°54'09"W. ALONG SAID EXTENDED LINE FOR 29.24 FEET TO THE SOUTHERLY MOST

CORNER OF SAID LOT 26; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 26 AND A 540.00 FOOT RADIUS CURVE CONCAVE WESTERLY FOR 130.03 FEET TO THE POINT OF BEGINNING, SAID CURVE HAVING A CHORD BEARING OF N.10°47'54"E. AND A CHORD LENGTH OF 129.71 FEET. CONTAINING 6075 SQUARE FEET. SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, RESTRICTIONS AND COVENANTS.

NOTE: THE SOUTHERLY LINE OF SAID LOT 26 IS ASSUMED TO BEAR N.72°54'09"W.

NOW THEREFORE BE IT RESOLVED by the Woodbury County Board of Supervisors that all interest in the subject section of road right-of-way be vacated, subject to utility easements of record for ingress and egress.

SO ORDERED this 30th day of June, 2026.

WOODBURY COUNTY BOARD OF SUPERVISORS

Mark Nelson, Board Chair

ATTEST:

David Dietrich, Member

Michelle K. Staff
Woodbury County Auditor

Matthew Ung, Member

Daniel Bittinger II, Member

Kent Carper, Member

WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/25/2026 Weekly Agenda Date: 6/30/2026

Elected Official / Department Head / Citizen: Ryan Mitchell Weber

Wording for Agenda Item:

Approve contract with State of Nebraska

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time:

Reviewed by County Attorney's Office:

Background & Financial Impact:

Seeking approval for renewal State of Nebraska contract to house youth in the Woodbury Juvenile Detention Center. The detention center has housed Nebraska youth for many years and we wish to continue to do so. Rate is set at \$204 per day, set by State of Nebraska.

Recommendation:

Approve and sign renewal.

Attachments:

[Attachment 1](#) 

Approved by Board of Supervisors on March 17, 2026

SERVICE CONTRACT - WOODBURY DETENTION

This Contract is made and entered into by and between the Administrative Office of the Courts and Probation (hereinafter referred to as "AOC") and Woodbury County Juvenile Detention Center (hereinafter referred to as "Detention Center"). Individually, AOC and Detention Center may be referred to as a "Party," and collectively they may be referred to as "Parties."

PURPOSE. The purpose of this Contract is for the provision of detention services in a juvenile detention facility, as defined by Neb. Rev. Stat. § 83-4,125, for certain juveniles who are post-adjudicated for purposes of Neb. Rev. Stat. § 43-290.01 or who are under the supervision of AOC (hereinafter "Juvenile(s)").

A. TERM AND TERMINATION

1. **TERM.** This Contract is effective from July 1, 2026 through June 30, 2027.
2. **AUTOMATIC RENEWAL.** Upon the expiration of the Initial Term, this Contract shall be renewed for up to two (2) successive one-year periods (each a "Renewal Term") until June 30, 2029, unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.
3. **TERMINATION.** This Contract may be terminated (a) by either Party upon a thirty (30) day written notice to the other Party, or (b) by AOC in accordance with Article D Section 4 (Breach of Contract) and Article D Section 10 (Funding Availability).

B. PAYMENT

1. **TOTAL PAYMENT.** AOC shall pay Detention Center on a fee-for-service basis for the services specified herein.
2. **PAYMENT STRUCTURE.**
 - a. Pursuant to Neb. Rev. Stat. § 43-290.01 and for the purposes of this Contract, AOC shall pay the detention costs accrued by Juvenile(s), as required by such statutory section.
 - b. Except as otherwise provided herein, AOC shall pay detention costs to Detention Center in the sum of \$204.00 (Two hundred four dollars) per Juvenile for each day, beginning with the first day of Service. Probation shall not be billed for the last day of Service.
 - i. When a youth is committed to YRTC, the Department of Health and Human Services is statutorily responsible for payment beginning the day of commitment. Therefore, AOC will reimburse through 11:59 p.m. the day prior to the commitment.
 - ii. In instances where a youth is in detention prior to being committed to YRTC and following a hearing does not return to the Detention Center, pursuant to Section B.2.b.i., AOC shall pay for the time the youth was at the Detention Center.

- c. AOCPC shall not be billed for the cost of medical care for youth. Payment of medical expenses, including medication, incurred by a Nebraska youth shall be the responsibility of the youth's parent(s)/guardian(s).
- d. AOCPC shall not be billed for the detention cost for Juvenile(s) detained on adult charges.
- e. Detention Center shall submit itemized billing statements regarding Juvenile(s) to AOCPC each calendar month by the 30th day of the subsequent month. The Parties agree that in the event the 30th falls on a holiday or a weekend, the billing statement will be submitted on the following business day.
 - i. The billing statement shall reflect all charges for Juvenile(s) at any time during the prior month and will include:
 - a) any outstanding balance due
 - b) name and date of birth of each Juvenile held
 - c) name of person authorizing detention
 - d) dates and times of admittance and discharge, if applicable
 - e) length of stay
 - f) the per diem charges for each Juvenile
 - g) copy of the detention order/court order for each Juvenile held
 - ii. In no event shall billing related to Juvenile be held until the Juvenile is discharged.
- f. Within 45 business days of receiving a billing statement from Detention Center, AOCPC shall pay in full or shall supply Detention Center with written notice of any dispute of charges and/or request any reports necessary to process the claim(s). Dispute of charges notifications shall include the Invoice Number, Juvenile name, and service dates and description of why charges are being disputed.
- g. Each Party shall designate a contact person to handle billing questions and disputes. Such person's contact information is specified below. A Party may change this designation by providing ten (10) business days' notice in writing to the other Party's designee listed in the Notices section of this Contract.

PROBATION CONTACT

Kari Rumbaugh
Deputy Probation Administrator
State Capital Building, Room 1211
PO BOX 98910
Lincoln, NE 68509
402-540-5076
Kari.Rumbaugh@nejudicial.gov

DETENTION CENTER

Ryan M. Weber
Director
Woodbury County Juvenile Detention Ctr.
822 Douglas St.
Sioux City, Iowa 51101
712-279-6622
rweber@woodburycountyiowa.gov

C. SCOPE OF SERVICES

1. DETENTION CENTER SHALL:

- a. Assume the safekeeping, care, and sustenance of Juvenile(s). Said safekeeping, care, and sustenance shall include services, procedures, and operations required by the Iowa Juvenile Detention and Shelter Care Homes Licensing and Approved Standards (see <https://www.legis.iowa.gov/docs/iac/chapter/441.105.pdf>) ("Juvenile Detention Standards")
- b. Ensure that the safety and special needs of Juvenile(s) in its care are met by complying with the Juvenile Detention Standards. Detention Center will notify AOCPP within 72 (seventy-two) hours of an occurrence if found out of compliance with such Standards.
- c. When presented with appropriate documentation of "authority to detain," Detention Center shall accept Juvenile(s) who are physically and mentally fit for confinement. Detention Center may decline to accept a Juvenile(s) only when the Juvenile is determined not to be fit for confinement or when capacity limitations prevent admission. Detention Center shall timely notify AOCPP by email should capacity become a concern.
- d. Verify the authority for detention by securing the appropriate documentation of authority pursuant to Section 001.02 of the Juvenile Detention Standards from AOCPP or the Court prior to admission of the Juvenile(s).
- e. Detention Center shall meet weekly with AOCPP representatives from District 6 for collaboration and information sharing purposes.
- f. Except in an emergency situation, not permanently remove or release Juvenile(s) without proper authorization from AOCPP. Details of said emergency must be communicated to AOCPP as soon as reasonably possible.
- g. Adhere to Juvenile Interstate Compact Rules as required by Neb. Rev. Stat. § 43-1011.
- h. Grant AOCPP reasonable access to its facility for purposes of inspection and inquiry pertinent to its general operation or to contact Juvenile(s).
- i. Provide, upon reasonable request, a copy of all pertinent policies and procedures relating to resident and visitor rules.
- j. Notify by email the Chief Probation Officer of the District that authorized admission of any incidents of bodily injury resulting in medical attention, new law violations, escape, major rule violations, and behavioral risks at intake. Email addresses for all Chief Probation Officers are located at <https://nebraskajudicial.gov/probation/chief-probation-officers>.
- k. Detention Center shall provide AOCPP with Detention Center information regarding Juvenile's behavior, including rule violations.

1. In the event that a Juvenile experiences a medical emergency requiring transport to an off-site medical facility, Detention Center staff shall coordinate the emergency transport, ride along, and supervise the Juvenile while in its custody. Detention Center shall communicate with the parent or guardian and designated probation district staff regarding the emergency and shall provide discharge information, follow-up recommendations, aftercare instructions, and any necessary follow-up appointment information as soon as practicable following discharge.
2. AOCP SHALL:
 - a. Pay for detention costs for Juvenile(s) as required by Neb. Rev. Stat. § 43-290.01 and as provided herein.
 - b. Provide transportation for Juvenile(s) while in detention, except for transportation provided by Detention Center pursuant to Article C, Section 1 of this Contract. AOCP may provide transportation for Juvenile(s) in detention when necessary; however, any time a Juvenile is leaving the detention facility for a non-emergency reason, such transportation shall be rare and only after discussion and agreement with the designated probation district staff that the transport is necessary for essential medical reasons and after any required court authorization has been obtained.
 - c. Communicate with Detention Center staff and each Juvenile while in detention. Communication shall include sharing information prior to admission and while in detention about each Juvenile, including relevant health, parent or legal guardian, background facts and on-going case information, and to plan with Detention Center regarding the services to be developed and provided to each Juvenile.
 - d. Provide Detention Center with a copy of the detention order which shall include the law violation(s) that resulted in the Juvenile being placed in detention. AOCP also shall provide any other court orders, detention authorizations, or book-in forms as requested by Detention Center.
 - e. Provide Detention Center with any known insurance information, medication information, and physicians' orders relating to the Juvenile at the time of admission, when such information is available to AOCP.
 - f. Provide written notice of a Juvenile's release from Detention Center, including instruction regarding into whose care the Juvenile shall be released and the date and time the Juvenile shall be released.
 - g. Comply with applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act and Iowa Title XII Licensing and Approved Standards Chapter 105 for Juvenile Detention and Shelter Care Homes, and the Health Insurance Portability and Accountability Act (HIPAA).
 - h. Prior to the admission of Juvenile(s), provide Detention Center with a list of persons authorized to request placement and transportation. Such list shall include, for each individual, his or her position, employer, business address and telephone number.

D. GENERAL PROVISIONS

1. **ACCESS TO RECORDS.** Detention Center agrees to maintain necessary records regarding all transactions for which funds received from this Contract have been expended and shall allow reasonable access to such records by representatives of AOCP up to three (3) years after the termination date of this Contract.
2. **AMENDMENT.** This Contract may be modified only by written amendment, executed by both Parties. No alteration or variation of the terms and conditions of this Contract shall be valid unless made in writing and signed by the Parties.
3. **ASSIGNMENT.** Detention Center may not assign this Contract or any rights, interest, or obligations hereunder, by operation of law or otherwise without prior written consent of the AOCP.
4. **BREACH OF CONTRACT.** Either Party may terminate this Contract, in whole or in part, if the other Party fails to perform its obligations under this Contract in a timely and proper manner. Either Party may, by providing written notice of default to the other Party, allow the Other Party to cure a failure or breach of contract within a period of thirty (30) days or longer, at the non-breaching Party's discretion. Allowing the other Party time to cure a failure or breach of contract does not waive the non-breaching Party's right to immediately terminate the Contract for the same or different contract breach which may occur at a different time. In the event of default, AOCP may, at its discretion, contract for any service(s) required to complete this Contract and hold Detention Center liable for any excess cost caused by Detention Center's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
5. **CONFIDENTIALITY.** Any and all information gathered in the performance of this Contract, either independently or through AOCP, shall be held in the strictest confidence and shall be released to no one other than AOCP without the prior written authorization of AOCP. This provision shall survive termination of this Contract.
6. **DOCUMENTS INCORPORATED BY REFERENCE.** All references in this contract to laws, rules, regulations, guidelines, directives, and attachments/appendices which set forth standards, procedures, pricing, and/or information regarding services to be delivered to be followed by Detention Center in discharging its obligations under this Contract shall be deemed incorporated by reference and made a part of this Contract with the same force and effect as if set forth in full text herein.
7. **DRUG-FREE WORKPLACE.** Detention Center agrees to operate a drug-free workplace in accordance with the Drug-Free Workplace Policy of the Nebraska Supreme Court.
8. **FORCE MAJEURE.** Neither Party shall be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

9. FUNDING AVAILABILITY. AOCPC may terminate the Contract, in whole or in part, in the event the Legislature does not appropriate funding for some or all of the services under this Contract. Notwithstanding termination by AOCPC, Detention Center shall be entitled to payment pursuant to the terms of this Agreement for any work performed pursuant to the terms of this Agreement that has been satisfactorily completed as of the termination date. AOCPC shall give Detention Center written notice thirty (30) days prior to the effective date of any termination. In no event shall Detention Center be paid for a loss of anticipated profit.
10. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflict of laws rules. Detention Center shall comply with all Iowa statutory and regulatory law.
11. INDEMNIFICATION. To the extent permitted by law, Detention Center shall defend, indemnify, hold, and save harmless AOCPC and its employees, agents, volunteers and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against AOCPC, arising out of, resulting from, or attributable to the (a) negligent or intentional act or omission of Detention Center or its directors, officers, employees, agents, or contractors, (b) failure of Detention Center to perform any of its obligations under this Contract, and (c) any act or omission of Detention Center in connection with the services provided under this Contract.
12. INSURANCE. Detention Center shall maintain general and professional liability insurance coverage for themselves and their respective physicians, practitioners, employees and other professionals in connection with obligations under this Contract. Such coverage shall be in effect at all times during the term of this Contract, in amounts no less than \$1,000,000 per occurrence, \$3,000,000 aggregate, per policy year. The general and professional liability insurance provided hereunder shall meet the requirements of Nebraska law. Detention Center agrees to provide AOCPC, upon its request, any certificates of insurance showing satisfaction of these requirements.
13. INTEGRATION. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations and understandings of the Parties, written or oral.
14. RELATIONSHIP. Neither Party nor any of its employees shall be deemed employees of the other Party. Nothing contained in this Contract shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
15. WORK ELIGIBILITY STATUS. Detention Center agrees to comply with all local, State and Federal laws, regulations and rules related to employment and disabilities. Detention Center also agrees that similar compliance shall be required for all sub-contracts allowed under this Contract. Further, Detention Center agrees and shall use a federal immigration verification system, as defined by Neb. Rev. Stat. § 4-114(1)(a),

to determine the work eligibility status of new employees physically performing services with the State of Nebraska, as required by Neb. Rev. Stat. §§ 4-108 to 4-114 as of the effective date of this Contract, or as such law may be amended from time-to-time.

Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this Contract shall be sent to the following addresses:

FOR AOC:

Craig Wacker
Contracts & Grants Manager
Administrative Office of the Courts & Probation
PO Box 98910
Lincoln, NE 68509
402-471-4981
craig.wacker@nejudicial.gov

DETENTION CENTER

Ryan M. Weber
Director
Woodbury County Juvenile Detention
822 Douglas St.
Sioux City, Iowa 51101
712-279-6622
rweber@woodburycountyiowa.gov

[Intentionally Left Blank]

IN WITNESS THEREOF, the Parties have duly executed this Contract hereto, and each Party acknowledges the receipt of a duly executed copy of this Contract with signatures.

**ADMINISTRATIVE OFFICE
OF THE COURTS AND PROBATION**

WOODBURY DETENTION CENTER

Kari Rumbaugh
Deputy Probation Administrator

Woodbury Detention Center
Director

Date:

Date:

Gene Cotter
State Probation Administrator

Chairperson
Woodbury County Board of Supervisors

Date:

Date:

WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/25/2026 Weekly Agenda Date: 6/30/2026

Elected Official / Department Head / Citizen: Melissa Thomas, Human Resources Director

Wording for Agenda Item:

Information regarding the FY 26/27 IMWCA worker's compensation premium

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time:

Reviewed by County Attorney's Office:

Background & Financial Impact:

The IMWCA renewal is automatic and does not require the Chairman's signature. This year's premium is \$492,920, an increase of \$60,895 from last year. As shown in the attached schedules, the changes are due to total payroll, the experience modification factor, and the discretionary discount. We requested additional quotes, but nine other companies declined to offer coverage.

Recommendation:

Attachments:

[FY 25/26 IMWCA Premium](#) 

[FY 26/27 IMWCA Premium](#) 

Approved by Board of Supervisors on March 17, 2026

Woodbury County (0826)
Estimated Premium Schedule as of 5/13/2025
Policy Period: 7/1/2025-7/1/2026

Workers' Compensation Coverage

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
5403	Carpentry NOC	4.72%	15,239	719	561	561
5506	Street or Road Paving	5.16%	2,134,454	110,138	85,908	85,908
5507	Street or Road Construction	3.13%	385,678	12,072	9,416	9,416
7380	Drivers, NOC	4.13%	76,619	3,164	2,468	2,468
7705	Ambulance Service Companies, EMS providers & drivers.	4.14%	598,004	24,757	19,310	19,310
7705V	Ambulance Service Companies, Volunteer EMS providers & drivers.	4.14%	309	13	10	10
7710	Firefighters & Drivers	29.34%	27,632	8,107	6,323	6,323
7720	Police Officers & Drivers	2.39%	11,628,104	277,912	216,771	216,771
7720V	Reserve Peace Officers & Drive	2.39%	8,339	199	155	155
8810	Clerical Office Employees - NO	0.15%	4,802,164	7,203	5,618	5,618
8810V	Elected or Appointed Officials	0.15%	211,490	317	247	247
8820	Attorney - All Employees	0.12%	1,975,829	2,371	1,849	1,849
8832	Physician & Clerical	0.26%	1,684,179	4,379	3,416	3,416
8835	Nursing:Home Health, Public &	1.64%	480,960	7,888	6,153	6,153
9015	Building Maintenance - Operation	2.29%	984,384	22,542	17,583	17,583
9102	Parks NOC - All Employees	2.28%	1,284,470	29,286	22,843	22,843
9402	Street Cleaning & Drivers	3.17%	455,446	14,438	11,262	11,262
9410	Municipal Employees	1.83%	1,532,283	28,041	21,872	21,872
Totals:			28,285,583	553,546	431,765	431,765

Your IMWCA Discount for Workers' Compensation Coverage:

Longevity Credit:	\$ 0	0%
Loss Experience Credit:	\$ 0	0%
Large Premium Discount:	\$ 0	0%
Total Discount:	\$ 0	0%

Workers' Compensation Premium Calculation

Pure Premium:	\$ 553,546
Experience Modification Factor: X	.78
Modified Premium:	\$ 431,765
IMWCA Discount Amount: -	\$ 0
Discounted Premium:	\$ 431,765
Expense Constant: +	\$ 160
Annual Premium:	\$ 431,925
Total Premium:	\$ 431,925

Other Coverage

Non-Statutory Medical Coverage

Rate: \$10/Volunteer, Minimum Premium \$100

Estimated Number of Volunteers 10 Rate: 10 Premium: 100

Premium generated by count falls beneath minimum premium standards, therefore a minimum premium of \$100 has been used.

Non-Stat. Vol. Premium: 100

Minimum Premium: 100

Total Estimated Coverage Premium: \$ 432,025

This is not an invoice.

Woodbury County (0826)
Estimated Premium Schedule as of 5/14/2026
Policy Period: 7/1/2026-7/1/2027

Workers' Compensation Coverage

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
5403	Carpentry NOC	4.382%	20,336	891	864	821
5506	Street or Road Paving	4.762%	2,252,060	107,243	104,026	98,825
5507	Street or Road Construction	3.12%	331,003	10,327	10,017	9,516
7380	Drivers, NOC	3.941%	73,951	2,914	2,827	2,686
7705	Ambulance Service Companies, EMS providers & drivers.	4.085%	623,922	25,487	24,722	23,486
7705V	Ambulance Service Companies, Volunteer EMS providers & drivers.	4.085%	309	13	13	12
7710	Firefighters & Drivers	21.419%	33,481	7,171	6,956	6,608
7720	Police Officers & Drivers	2.086%	12,686,359	264,637	256,698	243,863
7720V	Reserve Peace Officers & Drive	2.086%	7,426	155	150	142
8810	Clerical Office Employees - NO	0.139%	4,601,050	6,395	6,203	5,893
8810V	Elected or Appointed Officials	0.139%	218,155	303	294	279
8820	Attorney - All Employees	0.106%	2,218,178	2,351	2,280	2,166
8832	Physician & Clerical	0.266%	1,708,404	4,544	4,408	4,188
8835	Nursing:Home Health, Public &	1.561%	498,630	7,784	7,550	7,172
9015	Building Maintenance - Operation	2.283%	1,093,392	24,962	24,213	23,002
9102	Parks NOC - All Employees	2.101%	1,341,230	28,179	27,334	25,967
9402	Street Cleaning & Drivers	3.198%	420,456	13,446	13,043	12,391
9410	Municipal Employees	1.692%	1,644,054	27,817	26,982	25,633
Totals:			29,772,396	534,619	518,580	492,650

Your IMWCA Discount for Workers' Compensation Coverage:

Longevity Credit:	\$ 0	0%
Loss Experience Credit:	\$ 0	0%
Large Premium Discount:	\$ 0	0%
Total Discount:	\$ 0	0%

Workers' Compensation Premium Calculation

Pure Premium:	\$ 534,619
Experience Modification Factor: X	.97
Modified Premium:	\$ 518,580
IMWCA Discount Amount: -	\$ 0
Discounted Premium:	\$ 518,580
Discretionary Discount: X	.95
Expense Constant: +	\$ 160
Annual Premium:	\$ 492,810
Total Premium:	\$ 492,810

Other Coverage

Non-Statutory Medical Coverage

Rate: \$10/Volunteer, Minimum Premium \$100

Estimated Number of Volunteers 11 Rate: 10 Premium: 110

Non-Stat. Vol. Premium: 110

Minimum Premium: 110

Total Estimated Coverage Premium: \$ 492,920

This is not an invoice.

- Precision for calculations have been increased for loss costs, rates, and ELRs from two decimal places to three decimal places effective January 1, 2026

Woodbury County Board of Supervisors Agenda Item(s) Request Form

Date: 06/29/2026 Weekly Agenda Date: 06/30/2026

Elected Official / Department Head / Citizen: Supervisor Daniel Bittinger

Wording for Agenda Item:

Programs Funds for Woodbury County Adult Drug Court

Action Required:

Approve Ordinance Approve Resolution Approve Motion

Hold Public Hearing Informational Attachments

Set Time _____

Reviewed by County Attorney's Office

Background & Financial Impact:

Woodbury County Adult Drug Court is held on the first Wednesday of each month during the evening hours(approx. 5-8 pm). Currently, the staff and adults who participate normally miss dinner due to nature of when the drug court must begin. The \$6,000 from Gaming Funds would help provide snacks and meals for all those participating for the next year(July 2026 - June 2027). Current funding is not available.

The Woodbury County Board of Supervisors approved similar funding for the county's Family Drug Court in 2025.

Recommendation:

Approve \$6,000 from Gaming Funds for program costs for Woodbury County Adult Drug Court.