

ITEMS TO INCLUDE ON AGENDA FOR JULY 21, 2020**WOODBURY COUNTY, IOWA**

- Resolution to consider and approve a 28E Agreement between Woodbury County, Iowa and the Woodbury County Law Enforcement Center Authority for the payment of certain architectural design fees for the Law Enforcement Center.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

July 14, 2020

The Board of Supervisors of Woodbury County, State of Iowa, met in open session, in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at 4:30 P.M., on the above date. There were present Chairperson Ung, in the chair, and the following named Board Members:

DeWitt, Pottebaum, Radig, Wright

Absent: _____

Vacant: _____

* * * * *

Board Member Radig introduced the following Resolution entitled "A RESOLUTION APPROVING A 28E AGREEMENT WITH THE WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY CONCERNING THE PAYMENT OF COSTS FOR CERTAIN ARCHITECTURAL SERVICES" and moved that it be adopted. Board Member DeWitt seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: Ung, DeWitt, Pottebaum, Radig, Wright

NAYS: _____

Whereupon, the Chairperson declared the Resolution duly adopted as follows:

#13,037

A RESOLUTION APPROVING A 28E AGREEMENT WITH
THE WOODBURY COUNTY LAW ENFORCEMENT CENTER
AUTHORITY CONCERNING THE PAYMENT OF COSTS
FOR CERTAIN ARCHITECTURAL SERVICES

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

WHEREAS, the Authority intends to finance the entire cost of the Project, including architectural fees for the design, by issuing revenue bonds; and

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

WHEREAS, the Board of Supervisors for the County and the Board of Commissioners of the Authority have determined it to be in the best interests of their respective constituencies and incorporating units to cooperate in the payment of the design fees for the Project; and


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

WOODBURY COUNTY IOWA

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA:

The Board Chair is hereby authorized and directed to execute the proposed 28E Agreement with the Authority and such 28E Agreement shall be filed with the Iowa Secretary of State pursuant to Iowa Code § 28E.8.

PASSED AND APPROVED this 31st day of July, 2020.



Chairperson

ATTEST:



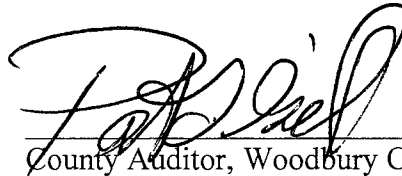
County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

I, the undersigned County Auditor of Woodbury County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this 21st day of July, 2020.



County Auditor, Woodbury County, Iowa

**28E AGREEMENT BETWEEN
WOODBURY COUNTY, IOWA
AND THE
WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY
FOR CERTAIN ARCHITECTURE FEES RELATED TO THE WOODBURY
COUNTY LAW ENFORCEMENT CENTER**

This 28E Agreement for Architecture Fees for the Woodbury County Law Enforcement Center (“Agreement”) is made and entered into pursuant to the provisions of Chapter 28E as of this 21st of July, 2020, by and between WOODBURY COUNTY, IOWA, a political subdivision, organized and existing under and by virtue of the laws and Constitution of the State of Iowa (“County”) and the WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY, a body corporate, organized and existing under and by virtue of Iowa Code Section 346.27, (“Authority”). The County and the Authority are herein referred to as the “Parties” to this Agreement.

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

WHEREAS, the Authority intends to finance the entire cost of the Project, including architectural fees for the design, by issuing revenue bonds; and

WHEREAS, the design fees for the Project will become due prior to the issuance of said bonds; and

WHEREAS, the Board of Supervisors of the County and the Board of Commissioners of the Authority have determined it to be in the best interests of their respective constituencies and incorporating units to cooperate in the payment of certain design fees for the Project not to exceed \$350,000; and

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

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

Section 1. Purpose. The purpose of this Agreement is to provide for the joint exercise of the respective powers of the parties in connection with financing certain design costs of the Project not to exceed \$350,000, which is a public improvement project of mutual benefit to the constituents and incorporating units of both Parties.

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

agree as follows:

A. County's Obligations -- The County shall pay the Authority for the cost of certain architectural design services for the Project in an amount not to exceed \$350,000. The payment shall be financed in cash from such funds as may be legally available including cash on hand and such other funds as the Board of Supervisors may at its sole discretion determine and provide.

B. Authority's Obligations -- The Authority shall use said payment from the County to pay the Project architect for the performance of such design services as the Board of Commissioners deems reasonable and necessary. The Authority shall accept payment from the County for the sole purpose of paying the Project architect fees due under the design services contract for the Project. The Authority shall reimburse the County for 100% of its payment(s), not to exceed \$350,000. The Authority's reimbursement to the County shall be made within a reasonable time after the proceeds from the Authority's revenue bonds for the Project become available.

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

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

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

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

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

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

Woodbury County Board of Supervisors
Attn: Chairperson

Woodbury County Law Enforcement
Center Authority
Attn: Chairperson

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

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


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

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

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

(SEAL)

WOODBURY COUNTY, IOWA

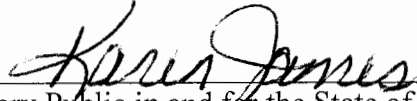

Chairperson

ATTEST:

County Auditor

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this 21st day of July, 2020, before me a Notary Public in and for said State, personally appeared the Chairperson of the Board of Supervisors of Woodbury County and the Woodbury County Auditor, to me personally known, who being duly sworn, did say that they are the Chair and Auditor, respectively, of Woodbury County, Iowa, an Iowa county created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.


Notary Public in and for the State of Iowa



WOODBURY COUNTY LAW
ENFORCMENT CENTER
AUTHORITY

(SEAL)

Ronald K. Wick
Chairperson

ATTEST:

Deanne
Secretary

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this 21st day of July, 2020, before me a Notary Public in and for said State, personally appeared the Chairperson of the Board of Commissioners of the Woodbury County Law Enforcement Center Authority and the Board Secretary, to me personally known, who being duly sworn, did say that they are the Chair and Secretary, respectively, of said Board, created and existing under Iowa Code Section 346.27, and that the seal affixed to the foregoing instrument is the seal of said Authority, and that said instrument was signed and sealed on behalf of said Authority by authority and resolution of its Board of Commissioners, and said Chair and Secretary acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Karen James
Notary Public in and for the State of Iowa



[ATTACH RESOLUTION OF BOARD OF SUPERVISORS APPROVING
AGREEMENT]

[ATTACH RESOLUTION OF THE WOODBURY COUNTY LAW ENFORCEMENT
CENTER AUTHORITY APPROVING AGREEMENT]

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