

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov



FILED
Filing Date: 06/17/2020 08:04 AM
Filing Number: M512732

28E Agreement

	Full Legal Name	Organization Type	County
Party 1	City of Sioux City, Iowa	City	Woodbury
Party 2	Woodbury County, Iowa	County	Woodbury

Participants

120 - Jail and Corrections

Service Type

28E Agreement between the City of Sioux City, Iowa and Woodbury County, Iowa for developmental services in connection with the Woodbury County Jail Project in the vicinity of 3701 28th Street

Purpose

Indefinite

Duration

[2020-0469-\(Woodbury-County-Jail-Project\).pdf](#)

Upload Scanned Agreement

Contact Person: (Optional)

Contact First Name

Contact Last Name

Job Title

Department

Email Address 1

Phone

RESOLUTION NO. 2020 - 0469
with attachments

RESOLUTION APPROVING A 28E AGREEMENT FOR DEVELOPMENTAL SERVICES WITH WOODBURY COUNTY IN CONNECTION WITH THE WOODBURY COUNTY JAIL PROJECT. (3701 28TH STREET).

WHEREAS, the City of Sioux City and Woodbury County have agreed to work together in the spirit of cooperation in developing each other's interests in meeting the greater public good; and

WHEREAS, Woodbury County desires assistance in the development of real estate located in the vicinity of 3701 28th Street, Sioux City, Woodbury County, Iowa for the proposed Woodbury County Jail Site Improvements Project; and


WHEREAS, the City of Sioux City desires to facilitate such development, including offsite infrastructure improvements; and

WHEREAS, the Parties have successfully negotiated an 28E Agreement for developmental services, a copy of which is attached hereto and by this reference made a part hereof, and which should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the attached 28E Agreement for developmental services with Woodbury County for the proposed Woodbury County Jail Site Improvements Project, be and the same is hereby approved and the Mayor and the City Clerk be and they are hereby authorized and directed to execute said 28E Agreement for and on behalf of the City.

BE IT FURTHER RESOLVED that the City Clerk be and she is hereby authorized and directed to file said 28E Agreement with the Iowa Secretary of State.

PASSED AND APPROVED: June 8, 2020


Robert E. Scott, Mayor

ATTEST: 
Lisa L. McCordle, City Clerk

28E AGREEMENT FOR DEVELOPMENTAL SERVICES

This Agreement is made this 8th day of June, 2020 by and between the City of Sioux City, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa ("City") and Woodbury County, State of Iowa ("County").

WHEREAS, City and County have agreed to work together in the spirit of cooperation in developing each other's interests in meeting the greater public good;

WHEREAS, County desires assistance in the development of real estate located in the vicinity of 3701 28th Street, Sioux City, Woodbury County, Iowa for the proposed Woodbury County Jail Site Improvements Project ("**Project**") – See attached Exhibit A;

WHEREAS, City desires to facilitate such development, including offsite infrastructure improvements.

NOW, THEREFORE, the parties agree as follows:

A. COUNTY SHALL

1. Select and hire an engineering firm to provide survey, design, bidding, engineering, and construction services, including administration, observation, Sections 2, 3 and 4 herein, and material testing and staking regarding the construction of the infrastructure improvements for the Project. The selected engineering firm shall be responsible for developing a project scope and design for off-site improvements and infrastructure within a total project budget that shall not exceed \$2,800,000 unless mutually agreed upon by both City and County. The maximum \$2,800,000 City reimbursement shall cover off-site infrastructure improvements along 28th Street (except fiber infrastructure improvements) and along the drainage way through and northwest of the site for gravity sanitary sewer main installation, including professional fees (survey, design, construction services including material testing and cost of any easements).
2. With regard to 28th Street from US Highway 75 North to Outer Drive (approximately 6,600 LF):
 - a. If recommended by project traffic engineer, construct a maximum of four (4) turn lanes at various locations including, but not limited to, on 28th Street at Highway 75 North and Outer Drive, two (2) proposed driveways to 3701 28th Street (Jail site), and Outer Drive (westbound left turn lane onto 28th Street).
 - b. If recommended by traffic engineer, make modifications to the existing traffic signal at Highway 75 North intersection if turn lanes are to be added.
 - c. Grading, Paving (street and driveway approaches) and Erosion Control.
 - i. West portion (approximately 3,100 LF) is currently paved (HMA/PCC section) as a two-lane roadway. It is a combination of a rural section (with ditches) and urban section (with curb and gutter). Width varies. Anticipate to mostly Use as Constructed (UAC) with potential for HMA mill/overlay due to condition issues. Exception is at the east end of existing paving (top of hill) that will need to be removed/replaced with

the grade lowered to improve ride and sight distance to proposed jail driveways.

- ii. Middle gravel portion (approximately 2,800 LF) to be paved as a two-lane roadway (plus any recommended dedicated turn lanes to jail site). City requests to bid out PCC and HMA paving options. Each with granular subbase and subdrains. Rural or Urban typical section to be further reviewed with City and County. Pavement and typical section to be mutually agreed upon by City and County.
- iii. East portion (700 LF) is paved as a two-lane roadway however it is narrow around the curve (approximately 25 feet wide) and is expected to be impacted by the need to extend water main through this area (and potentially adding a turn lane) so this section is expected to be removed and replaced with a wider two-lane section (plus any recommended turn lanes for jail traffic).
- iv. No sidewalk is to be required as part of this project.
- v. No additional street lighting poles are to be required as part of this project, however luminaires on existing MEC poles will be added.
- vi. Erosion Control. All areas disturbed by construction that are not paved will be seeded and stabilized to keep sediment from moving offsite.

d. Utility Improvements.

- i. Water main – Extend existing 8" water main (installed in 1960) from dead end at west edge of existing paving with a new water main, size to be determined by mutual City and County consent, and to connect to the existing 16" stub just west of Outer Drive.
- ii. Storm Sewer – There is an existing 72" RCP culvert under 28th Street at the low point. Review capacity and model hydrology to review if an additional culvert is needed to keep major storm event flows from topping the roadway. Any additional roadway culverts and/or extension of culverts into the site of 3701 28th Street to be City owned within a City easement, only if deemed necessary by the County's LEC Jail Project Engineer.
- iii. Fiber line – County reserves right to determine the fiber line route, provider, and shared access.
- iv. Gas and electric service to the site will be coordinated with MidAmerican Energy.

3. With regard to **Gravity Sanitary Sewer Main Improvements** to the Project Site Location:

- a. Gravity Sanitary Sewer Main Improvements. Since the property at 3701 28th Street is located in the valley, gravity sanitary sewer will need to be provided from a lower point along Highway 75 North northwest of the site. There is an existing 10" sanitary sewer main along Highway 75 North that gravity flows

south. The sanitary sewer main will run along the existing drainage way between properties of 3000 Highway 75 North; and 2900 and 2830 Hwy 75 North and then across the City owned property of 3500 28th Street and the proposed jail site property at 3701 28th Street to ultimately a location on the south side of 28th Street across from the jail site. This sewer will then be available to serve the many acres of currently undeveloped property south of 28th Street. The distance of new sanitary sewer main is approximately 4,700 LF. Any new piping through the site of 3701 28th Street to be City owned within a City easement.

- b. Granular Access Roads along Gravity Sanitary Sewer Main Improvements. City and County to review if access roads are necessary along sewer main route for future maintenance.
 - c. Erosion Control. All areas disturbed by construction that are not paved or gravel surfaced, will be seeded and stabilized to keep sediment from moving offsite
4. With regard to **City owned property located at 3500 28th Street** (west of subject property at 3701 28th Street):
- a. Grading work, including borrowing or wasting of soil material, as well as temporary use, including staging or stockpiling of materials, of adjacent City owned property located at 3500 28th Street is allowed during construction of off-site and on-site (LEC jail project) improvements. Any disturbed areas are to be restored following construction to existing or better condition at County costs.
5. Review and approve for compliance with City code, state law, and the contract documents all plans and specifications for the public improvements on the Project.
 6. Review and approve for compliance with City code, state law, and the contract documents construction of the infrastructure improvements when complete.
 7. Retain all rights to Civil documents for use on the LEC Jail Project and development.

B. CITY SHALL

1. Review and approve all plans and specifications for the public improvements on the Project.
2. Review bids taken by County and provide staff concurrence in award for the public improvements on the Project.
3. Review and approve construction of the infrastructure improvements when complete.
4. Upon completion of the construction of the infrastructure improvements and City's and County's approval of same, City shall at all times thereafter own, operate, maintain, repair, and replace all off-site infrastructure improvements and all on-site infrastructure located within any easements granted to the City, with the exception of the fiber infrastructure.

5. Convey by City Deed to the LEC Authority real estate land located at 3701 28th Street totaling approximately 38.27 acres for a sum of \$900,000.00, funded by Issuance of Public Bonds.
6. Acquire, within a timely manner, as to not delay the progress of the LEC jail project all necessary easements (permanent and temporary) from adjacent property owners including, but not limited to, utility installation of gravity sanitary sewer main. A clear and unobstructed access to the on-site LEC jail project is to be available at all times during the LEC jail project.
7. Reimburse County for all off-site infrastructure improvements along 28th Street (except fiber infrastructure improvements) and along the drainage way through and northwest of the site for gravity sanitary sewer main installation, including professional fees (survey, design, construction services including material testing and cost of any easements) with a maximum reimbursement of \$2,800,000. City staff will be responsible to contact property owners, negotiate cost of any easements and prepare legal agreements to be filed at the County Courthouse.
8. Invoices will be submitted and paid as expenses are incurred. Payment of reimbursement shall be made by City to County within thirty (30) days of an invoice submitted by County in accordance with the terms and conditions of the Agreement and with City's customary billing procedures.

C. OTHER PROVISIONS

1. No separate administrative entity or organization shall be created by this Agreement.
2. This Agreement is entered into pursuant to the authority of Chapter 28E of the 2019 Code of Iowa, as amended.
3. This Agreement shall be administered jointly by a representative appointed by the City Council and a representative appointed by the County.
4. The purpose of this Agreement is to achieve the goals and objectives set forth in the preamble hereof.
5. This Agreement shall terminate on the happening of either the determination that all of the transactions contemplated have been completed or by delivery of a thirty (30) day written notice of termination by either party to the other (in which case termination shall be effective automatically upon the expiration of the thirty (30) day period). Payment obligations for work completed or under contract at the time of termination shall survive termination of the Agreement.
6. Time is of the essence in this Agreement.
7. County shall transfer the Contractor's warranty and its rights under any maintenance bonds for all City improvements located within public right of way to the City following date of substantial completion.
8. All contract documents shall be made available the County and City for use in the on-site development of the new County LEC jail facility and any future developments to the adjacent properties.

9. All notices to be given by either party to the other shall be in writing and deemed to have been given when delivered personally or when deposited in the United States mail, addressed as follows:

To County:

Woodbury County, Iowa
ATTN: Board Chairman
620 Douglas Street Rm 104
Sioux City, Iowa 51101

To City:

City of Sioux City, Iowa
ATTN: City Clerk
405 Sixth Street
P.O. Box 447
Sioux City, Iowa 51102

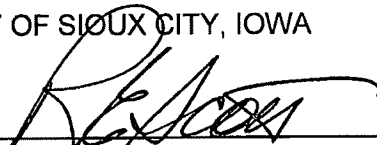
10. City and County agree to jointly select the project engineer.

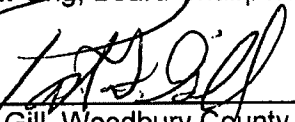
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

WOODBURY COUNTY, IOWA

CITY OF SIOUX CITY, IOWA

By: 
Matthew Ung, Board Chairman

By: 
Robert E. Scott, Mayor

Attested: 
Patrick Gill, Woodbury County Auditor


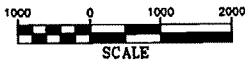
Attested: 
Lisa L. McCardle, City Clerk

EXHIBIT A



DGR ENGINEERING
6115 Whispering Creek Drive, Sioux City, IA.
Tel. 712-266-1554 Fax. 712-266-1707

DATE: 3/17/2020

DRAWN BY: DJR APPROVED: BNW

PROJECT NO.
270025
SHEET
EX.A