



Woodbury County Law Enforcement Center Authority

Ron Wieck, Chair
Dan Moore, Secretary
Mark Nelson, Treasurer

Woodbury County Courthouse
620 Douglas Street, Room #104
Sioux City, Iowa 51101
712.279.6525
lecauthority@gmail.com

AGENDA

Tuesday, June 25, 2024

First Floor Boardroom, Woodbury County Courthouse

2:00P Call the meeting to order

Reminder: Please silence all cell phones and electronic devices. When speaking during the meeting, please come to the podium, state your name, and address, and speak loudly and clearly. Thank you. – Chairman Ron Wieck

1. Approval of the agenda
2. Approval of meeting minutes from June 18, 2024
3. Approval of resolution to consider and approve a 28E Agreement between Woodbury County, Iowa and the Woodbury County Law Enforcement Center Authority granting the Authority a forgivable loan for the payment of certain costs and expenses related to the Law Enforcement Center - Jason Comisky (Ahlers & Cooney Law Firm)
4. Authorize Chairman to sign 28E Agreement between Woodbury County, Iowa and the Woodbury County Law Enforcement Center Authority
5. Public concerns
6. Authority Board Members concerns
7. Adjourn

Woodbury County Law Enforcement Center Authority

Minutes

June 18, 2024, 2:00 p.m.

First Floor Boardroom, County Courthouse

Attendance:

Members: Ron Wieck, Dan Moore, Mark Nelson (Absent)

Staff: Karen James, Administrative Assistant, Shane Albrecht, Baker Group, Jodie McDougal, Attorney (By phone), Kenny Schmitz, Building Services Director, Kevin Rost, Goldberg Group Architect, Dennis Butler, Finance Director

1. Motion by Wieck, second by Moore to approve the agenda with an amendment to remove the word "action" from agenda item #4. Carried 2-0
2. Motion by Moore, second by Wieck to approve the minutes of June 4, 2024, meeting. Carried 2-0
3. Dennis Butler, Finance Director gave an update on the financial report.
4. Discussion on the 28E Agreement between the LEC Authority and Woodbury County, Iowa. There will be a special meeting on June 25, 2024, at 2:00 p.m. to discuss and approve the 28E Agreement.
5. Shane Albrecht, Baker Group and Kevin Rost, Goldberg Group Architect gave an update on the LEC project.
6. Discussion of list of who to invite to the LEC open house.
7. No public concerns.
8. Commissioner Moore had questions for Kenny Schmitz, Building Services Director, regarding the HVAC at the old LEC facility.
9. Motion by Wieck, second by Moore to go into closed session per Iowa Code 21.5 (1) (c) with Fredrikson & Byron Law Firm. Carried 2-0 on a roll-call vote.

Motion by Moore, second by Wieck to go out of closed session per Iowa Code 21.5(1) (c) with Fredrikson & Byron Law Firm. Carried 2-0 on a roll-call vote.

9. Motion by Wieck, second by Moore to go into closed session per Iowa Code 21.5 (1) (c) with the Woodbury County Board of Supervisors. Carried 2-0 on a roll-call vote.

Motion by Wieck, second by Moore to go out of closed session per Iowa Code 21.5 (1) (c) with the Woodbury County Board of Supervisors. Carried 2-0 on a roll-call vote.

10. Meeting was adjourned.

Dan Moore, Secretary

ITEMS TO INCLUDE ON AGENDA FOR _____, 2024

WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY

- Resolution to consider and approve a 28E Agreement between Woodbury County, Iowa and the Woodbury County Law Enforcement Center Authority granting the Authority a forgivable loan for the payment of certain costs and expenses related to the Law Enforcement Center.

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

_____, 2024

The Board of Commissioners of the Woodbury County Law Enforcement Center Authority, met in _____ session, in the First Floor Supervisors' Board Room, Woodbury County Courthouse, 620 Douglas St., Room 105, Sioux City, IA, at _____ o'clock _____.M., on the above date. There were present the following named Commissioners:

Absent: _____

Vacant: _____

* * * * *

Commissioner _____ introduced the following Resolution entitled "RESOLUTION APPROVING A 28E AGREEMENT WITH THE WOODBURY COUNTY BOARD OF SUPERVISORS GRANTING THE AUTHORITY A FORGIVALBE LOAN FOR THE PAYMENT OF CERTAIN COSTS AND EXPENSES RELATED TO THE LAW ENFORCEMENT CENTER" and moved that it be adopted. Commissioner _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

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

RESOLUTION APPROVING A 28E AGREEMENT WITH THE
WOODBURY COUNTY BOARD OF SUPERVISORS
GRANTING THE AUTHORITY A FORGIVALBE LOAN FOR
THE PAYMENT OF CERTAIN COSTS AND EXPENSES
RELATED TO THE LAW ENFORCEMENT CENTER

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 has been and will be incurring the below-noted expenses relating to the Project that are the subject of this Agreement:

- (1) Legal fees, costs and expenses;
- (2) Expert fees and expenses;
- (3) Project engineering consultant's fees and expenses; and
- (4) Baker Group fees and expenses for construction management services; and
- (5) Goldberg Group Architects, PC's Reimbursable Expenses (as such term is defined under the Agreement between the Authority and such architect); 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 granting of a forgivable loan from the County to the Authority for the Project in the amount of \$400,000; and

WHEREAS, the parties desire to enter into a contract and loan agreement under Chapter 28E in order to define their respective rights and obligations in connection with said loan.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY:

Section 1. The Board Chairperson and Secretary are hereby authorized and directed to execute the proposed 28E Agreement with the County in substantially the form presented to this meeting, but with such changes therein as the official executing the 28E Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. Such 28E Agreement shall be filed with the Iowa Secretary of State pursuant to Iowa Code Section 28E.8.

PASSED AND APPROVED this ____ day of _____, 2024.

Chairperson, Woodbury County Law
Enforcement Center Authority Board of
Commissioners

ATTEST:

Secretary, Woodbury County Law Enforcement
Center Authority Board of Commissioners

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

I, the undersigned Secretary of the Board of Commissioners of the Woodbury County Law Enforcement Center Authority (“Authority”), do hereby certify that attached is a true and complete copy of the portion of the records of the Authority showing proceedings of the Board of Commissioners, and the same is a true and complete copy of the action taken by the Board of Commissioners 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 of Commissioners 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 of Commissioners (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Board of Commissioners 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 offices as indicated therein, that no 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 Authority or the right of the individual named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board of Commissioners hereto affixed this _____ day of _____, 2024.

Secretary, Woodbury County Law Enforcement
Center Authority Board of Commissioners

28E AGREEMENT BETWEEN WOODBURY COUNTY, IOWA AND
THE WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY
FOR THE FUNDING OF CERTAIN EXPENSES RELATED TO THE WOODBURY
COUNTY LAW ENFORCEMENT CENTER

This 28E Agreement for the funding of certain expenses for the Woodbury County Law Enforcement Center ("Agreement") is made and entered into pursuant to the provisions of Iowa Code Chapter 28E as of this _____ of _____, 2024, 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 has been and will be incurring the below-noted expenses relating to the Project that are the subject of this Agreement ("28E Agreement Expenses"):

- (1) Legal fees, costs and expenses;
- (2) Expert fees and expenses;
- (3) Project engineering consultant's fees and expenses; and
- (4) Baker Group fees and expenses for construction management services; and
- (5) Goldberg Group Architects, PC's Reimbursable Expenses (as such term is defined under the Agreement between the Authority and such architect); 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 granting of a forgivable loan from the County to the Authority for the 28E Agreement Expenses in the amount of \$400,000; and

WHEREAS, the Parties desire to enter into a contract and loan agreement under Chapter 28E in order to define their respective rights and obligations in connection with said loan.

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 entering into a forgivable loan in the amount of \$400,000 to be used for the Authority's payment of 28E Agreement Expenses on the Project, which is a public improvement project of mutual benefit to the constituents and incorporating units of both Parties.

Section 2. Agreement. In order to effectuate the purpose hereof, the Parties agree as follows:

A. County's Obligations. The County shall lend to the Authority \$400,000. The loan shall be made 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. The proceeds of the loan shall be placed in an interest-bearing account in the name of the Authority in an institution selected by the Woodbury County Treasurer and approved by the Board of Supervisors.

B. Authority's Obligations. The Authority shall use the loan proceeds from the County for the sole purpose of paying 28E Agreement Expenses. Following final completion of the Project and the final resolution and conclusion of all legal matters and proceedings related to the Authority's claims against the design and construction parties relating to their design and construction work on the Project (collectively, "Legal Proceedings"), the Authority shall repay the County for the loan payment to the extent it obtains monies from the Legal Proceedings. In the event the Authority obtains insufficient monies from the Legal Proceedings to repay the loan in full, the Authority's loan repayment obligations to the County shall be forgiven and discharged, without further action from the County, in regard to any remaining balance of the loan. At the completion of the Project and final resolution and conclusion of the Legal Proceedings, and after the Authority has paid the 28E Agreement Expenses and repaid the \$400,000 loan in full, the Authority shall remit to the County any remaining monies it obtained from the Legal Proceedings in excess of \$400,000.

Section 3. Agreement - Method of Approval. The Parties shall approve this Agreement by resolution adopted by action of their respective governing body, 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 the terms herein are satisfied in full. This Agreement may be amended as necessary to effect its purpose in accordance with Iowa law.

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:

If to the County:

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

If to the Authority:

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

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.

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 _____ day of _____, 2024, 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

(SEAL)

WOODBURY COUNTY LAW
ENFORCMENT CENTER
AUTHORITY

Chairperson

ATTEST:

Secretary

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this _____ day of _____, 2024, 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 Commissioner, and said Chair and Secretary acknowledged said instrument to be the free act and deed of said Authority by it voluntarily executed.

Notary Public in and for the State of Iowa

[ATTACH RESOLUTION OF WOODBURY COUNTY BOARD OF SUPERVISORS APPROVING AGREEMENT]

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