

**ITEMS TO INCLUDE ON AGENDA FOR DECEMBER 20, 2022**

**WOODBURY COUNTY, IOWA**

Woodbury County, Iowa.

- Public hearing on the proposal to amend the Lease Agreement with the Woodbury County Law Enforcement Center Authority.
- Resolution approving and authorizing execution of the First Amendment to the Lease Agreement with the Woodbury County Law Enforcement Center Authority.

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

December 20, 2022

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 4:35 P .M., on the above date. There were present Chairperson Keith Radig \_\_\_\_\_, in the chair, and the following named Board Members:

Rocky De Witt, Jeremy Taylor, Matthew Ung, Justin Wright

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of the proposal to amend the Lease Agreement by and between Woodbury County, Iowa and the Woodbury County Law Enforcement Center Authority, and that notice of the proposed action by the Board to enter into said First Amendment of the Lease Agreement had been published.

The Chairperson then asked the Auditor whether any written objections had been filed by any County resident or property owner to the proposed action. The Auditor advised the Chairperson and the Board that 0 written objections had been filed. The Chairperson then called for oral objections and 0 were made. Whereupon, the Chairperson declared the time for receiving oral and written objections to be closed.

**(Attach here a summary of objections received or made, if any)**

The Board then considered the proposed action and the extent of objections thereto.

Board Member Radig introduced the following resolution entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE FIRST AMENDMENT OF THE LEASE AGREEMENT WITH THE WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY", and moved that the resolution be adopted. Board Member De Witt seconded the motion to adopt. The roll was called and the vote was,

AYES: Radig, De Witt, Taylor, Ung, Wright

NAYS: \_\_\_\_\_

Whereupon, the Resolution was duly adopted as follows:

#13,524  
RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF THE FIRST AMENDMENT OF THE LEASE  
AGREEMENT WITH THE WOODBURY COUNTY LAW  
ENFORCEMENT CENTER AUTHORITY

WHEREAS, Woodbury County, State of Iowa (the "County") and the Woodbury County Law Enforcement Center Authority (the "Authority") have heretofore entered into that certain Lease Agreement dated September 1, 2020 (the "Lease"); and

WHEREAS, it is now deemed necessary and advisable that the County should provide for the authorization of a First Amendment to the Lease (the "Amendment") with the Authority; and

WHEREAS, Iowa Code Section 346.27 provides that the Authority shall have and exercise certain public and essential governmental powers and functions including the right to lease all or any part of a building to an incorporating unit upon rental terms agreed upon between the Authority and the incorporating unit; and

WHEREAS, the Authority and County have negotiated the form of a proposed Amendment, which is intended to clarify that after the Commencement Date (as defined in the Lease) the County may place partitions, fixtures, furniture, equipment and make

improvements and other non-structural alterations in the interior of the Facility (as defined in the Lease) at its own expense and that the County will own all such partitions, fixtures, furniture, equipment and improvements; and

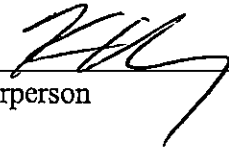
WHEREAS, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to approve and authorize execution of the Amendment and has considered the extent of objections received from residents or property owners as to said proposed Amendment; and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

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

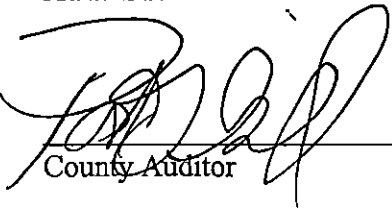
Section 1. That the performance by the County of its obligations under the Amendment, under the terms set forth in the Amendment, be and is hereby declared to be an appropriate and necessary undertaking of the County pursuant to Section 346.27, Code of Iowa.

Section 2. That the form and content of the Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Chairperson and the County Auditor be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Amendment for and on behalf of the County in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Amendment, the Chairperson and the County Auditor are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amendment as executed.

PASSED AND APPROVED this 20th day of December, 2022.

  
\_\_\_\_\_  
Chairperson

ATTEST:

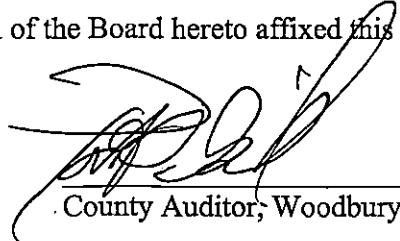
  
\_\_\_\_\_  
County Auditor

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 20<sup>th</sup> day of December, 2022.

  
\_\_\_\_\_  
County Auditor, Woodbury County, Iowa

FIRST AMENDMENT TO THE LEASE AGREEMENT  
BY AND BETWEEN  
WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY  
AND  
WOODBURY COUNTY, STATE OF IOWA

THIS FIRST AMENDMENT to that certain Lease Agreement (hereinafter the "First Amendment") is entered into on or as of the 20<sup>th</sup> day of December, 2022, by and between WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY, a body corporate, organized and existing under and by virtue of Iowa Code Section 346.27, and any successor legal authority thereto ("Authority") and WOODBURY COUNTY, STATE OF IOWA, a political subdivision, organized and existing under and by virtue of the laws and Constitution of the State of Iowa ("County").

WITNESSETH:

WHEREAS, the County and the Authority have heretofore entered into that certain Lease Agreement dated September 1, 2020 (hereinafter the "Lease"); and

WHEREAS, the County and the Authority now desire to amend the Lease to clarify that after the Commencement Date (as defined in the Lease) the County may place partitions, fixtures, furniture, equipment and make improvements and other non-structural alterations in the interior of the Facility (as defined in the Lease) at its own expense and that the County will own all such partitions, fixtures, furniture, equipment and improvements; and

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Modification. Section 8.3 of the Lease is hereby deleted in its entirety and a new Section 8.3 is inserted in lieu thereof as follows:

"Section 8.3. Alterations and Changes. After the Commencement Date, the County may place partitions, fixtures, furniture, equipment and make improvements and other non-structural alterations in the interior of the Facility at its own expense, provided, however, that prior to commencing any such work, the County shall first obtain the written consent of Authority for the proposed work. Notwithstanding anything herein to the contrary, all such partitions, fixtures, furniture, equipment and improvements shall be owned by the County. Authority may require that said work be done by third-party contractors under Authority's direction, but at the expense of the County, and Authority may, as a condition to consenting to such work, require that the County give security to ensure that the alterations to the Facility will be completed free and clear of liens and in a manner and with workmanship satisfactory to Authority. Authority's consent may be further conditioned on the requirement that alterations to the Facility that are, in Authority's determination, specialized to the use of the County only will be removed and

the Facility restored to its former condition at the termination of this Lease at the County's sole cost and expense."

2. Definitions. All capitalized words used herein and not specifically defined herein shall have the same definitions as in the Lease.

3. Conflicts. If and to the extent that any of the provisions in this First Amendment conflict with or are otherwise inconsistent with any of the provisions of the Lease, whether or not such inconsistency is expressly noted in this First Amendment, the provisions of this First Amendment shall prevail.

4. No Further Modifications. Except as modified by this First Amendment, all covenants, agreements, terms, and conditions of the Lease shall remain in full force and effect and are hereby in all respects ratified and affirmed.

5. Integration. This First Amendment contains the entire agreement of the parties as it relates to the terms to be amended and supersedes and replaces all prior agreements and understandings with regard to the subject matter of this First Amendment and all such prior agreements and understandings, except the Lease, shall be deemed void and of no force or legal effect unless set forth in this First Amendment.

6. No Oral Amendment or Modification. No amendment or modification of this First Amendment shall be valid or binding, unless in writing and executed by the party to be bound.

7. Counterparts. This First Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

IN WITNESS WHEREOF, Authority and the County have caused this First Amendment to be executed and attested by their duly authorized officers, all as of the date first above written.

*[Remainder of page intentionally left blank; signature pages follow]*



AUTHORITY:

WOODBURY COUNTY LAW ENFORCEMENT  
CENTER AUTHORITY

Ron Wieck  
Chairperson

ATTEST:

Dan A Moore  
Secretary

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF WOODBURY)

On this 20<sup>th</sup> day of December, 2022, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ron Wieck and Dan Moore, to me personally known, who being by me duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Woodbury County Law Enforcement Center Authority executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of the Woodbury County Law Enforcement Center Authority by authority of its Board of Commissioners; and that the said Chairperson and Secretary, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said Authority, by it and by them voluntarily executed.



Karen James  
Notary Public

*[Signature Page to the First Amendment to the Lease Agreement - Authority]*

COUNTY:

WOODBURY COUNTY, STATE OF IOWA

  
\_\_\_\_\_  
Chairperson

ATTEST:

  
\_\_\_\_\_  
Auditor

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF WOODBURY)

On this 20<sup>th</sup> day of December, 2022, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Keith Radig and Patrick Gill, to me personally known, who being by me duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Woodbury County, State of Iowa executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of Woodbury County, State of Iowa by authority of its Board of Supervisors; and that the said Chairperson and Auditor, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by them voluntarily executed.



  
\_\_\_\_\_  
Notary Public

*[Signature Page to the First Amendment to the Lease Agreement - County]*

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