A G E N D A

WOODBURY COUNTY BOARD OF SUPERVISORS

TUESDAY, OCTOBER 21, 2014

ITEMS OF BUSINESS

10:00 a.m. 1. Call Meeting to Order, Approval of Minutes of October 14, 2014, Meetings

10:02 a.m. 2. Discussion and Approval of Claims

10:03 a.m. 3. Human Resources – Ed Gilliland
Re: Approval of Memorandum of Personnel Transactions

10:04 a.m. 4. Receive County Recorder's Report of Fees Collected

10:05 a.m. 5. Communication Center – Glenn Sedivy
   a. Approval of Starcomm Tower Lease Amendment #1 to New Cingular Wireless PCs LLC, 2290 Platte Road, Homer, Nebraska
   b. Approval of Starcomm Tower Lease Amendment #2 to New Cingular Wireless PCs LLC, 3430 W 23rd, Sioux City, Iowa

10:08 a.m. 6. Secondary Roads – Mark Nahra
   a. Consider Approval of Contract and Bond for the Crushing of PCC and HMA Materials at the Moville Stockpile Site and the D51 Stock Pile Site With C.A.P. Recycling
   b. Consider Approval of Contract and Bond for HMA Routing and Sealing on Various Roads With Commercial Sweeping
   c. Consider Approval of Contract and Bond for the 240th Street/Allison Ave Grading Project With Lieber Construction
   d. Consider Approval of Permit to Work Within the Right of Way for Midamerican Energy
   e. Consider Resolution to Revise Woodbury County 2015 Five Year Road Program

10:15 a.m. (Set time) 7. Board Administration/Public Bidder – Karen James
   a. Public Hearing and Sale of Property Parcel #210795 (aka 3102 Leech Avenue)
   b. Approval of Lifting Tax Suspension for L. Y.

10:17 a.m. 8. Hearing of any Individual/Group to Make a Presentation of Item(s) Not On the Agenda And Supervisors' Concerns

Adjourn Board of Supervisors Meeting
Begin Orton Slough Drainage District Trustee Meeting

10:22 a.m. 9. Discussion and Action of Presentation of Petition to Discontinue Drainage District Project – Leo Jochum

Adjourn Orton Slough Drainage District Trustee Meeting

ADJOURNMENT

Subject to Additions/Deletions

A G E N D A

WOODBURY COUNTY BOARD OF SUPERVISORS

TUESDAY, OCTOBER 21, 2014

ADJOURNMENT

CALENDAR OF EVENTS

TUESDAY, OCT. 21	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
MONDAY, OCT. 27	**6:00 p.m.**	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Moville, Iowa.
MONDAY, NOV. 3	**6:00 p.m.**	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, NOV. 4	**4:00 p.m.**	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, NOV. 5	**12:00 noon**	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, NOV. 6	**5:00 p.m.**	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
TUESDAY, NOV. 11	**10:00 a.m.**	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, NOV. 12	**8:05 a.m.**	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
	8:00 p.m.	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THURSDAY, NOV. 13	**7:00 p.m.**	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
TUESDAY, NOV. 18	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, NOV. 19	**12:00 noon**	Siouxland Economic Development Corporation Meeting, Marina Inn
THURSDAY, NOV. 20	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, NOV. 24	**6:00 p.m.**	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds,
TUESDAY, NOV. 25	**2:00 p.m.**	Decat Board Meeting, Western Hills AEA, Room F

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.

October 14, 2014 — FORTYSECOND MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, October 14, 2014 at 9:30 a.m. Board members present were Boykin, Tripp, Monson, Smith, and Clausen. Staff members present were Karen James, Board Administrative Coordinator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

The meeting was called to order.

Supervisor Smith was not present.

1. Motion by Tripp second by Clausen to go into closed session per Iowa Code 21.5(1)(c). Carried 4-0 on a roll call vote.

Motion by Tripp second by Clausen to go out of closed session per Iowa Code 21.5(1)(c). Carried on 4-0 a roll-call vote.

4d. Motion by Tripp second by Clausen to approve the settlement discussed in the executive session. Carried 4-0.

Supervisor Smith arrived.

The Board recessed.

2. The meeting was called to order.

Motion by Tripp second by Monson to approve the minutes from the 10/07/14 Board meeting. Carried 4-0; Clausen abstained. Copy filed.

Motion by Tripp second by Monson to approve the minutes from the 10/07/14 Orton Slough Drainage District Trustee meeting. Carried 4-0; Clausen abstained. Copy filed.

3. Motion by Smith second by Clausen to approve the County's claims totaling $1,022,795.61. Carried 4-0; Boykin abstained. Copy filed.

4a. Motion by Tripp second by Smith to approve the appointment of Larry Iddings, SR., P/T Courthouse Safety & Security Officer, Courthouse Safety & Security Dept., effective 10/15/14, $16.43/hour. Job Vacancy Posted 9-3-14. Entry Level Salary: $14.96-16.43/hour. and the appointment of Gregory Shinkunas, P/T Courthouse Safety & Security Officer, Courthouse Safety & Security Dept., effective 10/15/14, $16.43/hour. Job Vacancy Posted 9-3-14. Entry Level Salary: $14.96-16.43/hour. Carried 5-0. Copy filed.

4b. Motion by Clausen second by Smith to approve and authorize the Chairperson to sign an "Re-Authorization to Initiate Hiring Process" for (1) Case Manager, Social Services, Wage Plan: $19.13/hour. Carried 4-1; Monson opposed. Copy filed.

4c. Discussion on Woodbury County Self-funded Group Health Plan SPD. Copy filed.

5. Motion by Clausen second by Monson to approve and receive for signatures a Resolution for Proclamation for Domestic Violence Awareness Month. Carried 5-0.

WOODBURYCOUNTY, IOWA
RESOLUTION #12,087
PROCLAMATION FOR DOMESTIC
VIOLENCE AWARENESS MONTH

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, income levels, lifestyles and sexes; and in fact is probably affecting someone you know; and

WHEREAS, one in three women will be a victim of violence in her lifetime; domestic violence violates an individual's human rights by destroying dignity, security, and self-worth due to the systematic use of physical, emotional, sexual,
psychological, and economic control or abuse; and

WHEREAS, in Siouxland, the Council on Sexual Assault & Domestic Violence is available 24 hours a day and last year responded to 1,780 unduplicated victims, provided 11.475 nights of shelter to 380 women and 301 children fleeing domestic abuse and despite high census, no one in an unsafe situation was turned away.

WHEREAS, the impact of domestic violence affects all of the members of the community, and only a coordinated community response will put a stop to this atrocious crime and assure funding is continuously available to provide these life-saving services.

NOW, THEREFORE, I, George W. Boykin, Chairman, on behalf of the Woodbury County Board of Supervisors, do hereby proclaim the month of October, 2014 as

"DOMESTIC VIOLENCE AWARENESS MONTH"
in Woodbury County, Iowa and urge all citizens to actively participate in the scheduled events and programs and to think about the fact that it is someone you know

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Presentation of Proclamation for Domestic Violence Awareness Month.

6a. A public hearing was held at 10:15 a.m. for the sale of property parcel #128970 (1408 W. 4th St.).

Then the Chairperson called on anyone wishing to be heard.

Motion by Clausen second by Tripp to close the public hearing. Carried 5-0.

Motion by Tripp second by Clausen to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Danny Robinson, 1515 Goldie Ave, Sioux City, for real estate parcel #128970 (1408 W 4th St.) for $500.00 plus recording fees. Carried 5-0.

RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #12,088

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By Danny Robinson in the sum of **Five Hundred Dollars & 00/100 ($500.00)**----------dollars.

For the following described real estate, To Wit:

Parcel #128970
Lot Four Block Five Sioux City Davis Addition in the County of Woodbury and State of Iowa
(1408 W. 4th Street.)

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.
BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this 14th Day of October, 2014.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

6b. Motion by Monson second by Tripp to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #074040, 1110 Rustin St., Sioux City. Carried 5-0.

RESOLUTION #12,089
NOTICE OF PROPERTY SALE

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

Lots Thirteen and Fourteen Block Twenty-Four Booges and Taylor Addition in the County of Woodbury and State of Iowa
(1110 Rustin Street)

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on the **28th Day of October, 2014 at 10:15 o'clock a.m.** in the meeting room of the Board of Supervisors on the first floor of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **28th Day of October, 2014,** immediately following the closing of the public hearing.

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of $276.00** plus recording fees.

Dated this 14th Day of October, 2014.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

7e. Bid letting was held at 10:20 a.m. for Project L-G-240th(2014)—73-97, grading of Andrew Ave. and 240th St. The bids are as follows:

Lieber Construction	$774,122.14
LA Carlson	$797,658.50
CJ Moyna	$862,365.70

Motion by Clausen second by Monson to receive the bids and to submit them to the Secondary Roads Department for review and recommendation. Carried 5-0. Copy filed.

7a. Motion by Monson second by Tripp to award the bid for Hydraulic Excavator to Sheehan Mack Sales, Sioux Falls, SD for $233,470.00. Carried 5-0. Copy filed.

7b. Motion by Tripp second by Monson to approve and authorize the Chairperson to sign an Easement for Mid American for 759 East Frontage Road, Moville. Carried 5-0. Copy filed.

7c. Motion by Monson second by Smith to award the bid for HMA Rout and Seal 2014 to Sioux Commercial Sweeping, West Des Moines, IA for $17,105.00. Carried 5-0. Copy filed.

7d. Motion by Clausen second by Monson to award the bid for Crushing 2014 to C.A.P. Recycling LLC, Sioux City, IA for $111,800.00. Carried 5-0. Copy filed.

8. Motion by Monson second by Smith to receive the annual report from Rick Schneider, Conservation. Carried 5-0. Copy filed.

9. Bid opening was held for Medium Duty Truck. The bids were as follows:

Barry Motors	F-450	$48,894.00
Knoepfler Chevrolet	Chevrolet 3500 HD	$42,999.00
Sioux City Ford	F-450	$41,738.00
Billion	Dodge 3500	$41,737.00
Billion	Chevrolet 3500	$42,702.00

Motion by Clausen second by Smith to receive the bids for the Medium Duty Truck and submit them to the Emergency Services for review and recommendation. Carried 5-0. Copy filed.

10. Motion by Monson second by Tripp to award the bid for Project L-G-240th(2014)—73-97, grading of Andrew Ave. and 240th St. to Lieber Construction, Lawton, IA for $774,122.14. Carried 5-0. Copy filed.

11. The Chairperson asked if there were any individuals or groups wishing to make a presentation of items not on the agenda, or Supervisors concerns.

Sheriff Dave Drew discussed a change in billing procedures that will increase the expenses for the jail.

The Board recessed until 1:00 p.m. at the Dorothy Pecaut Nature Center.

The Board reconvened at the Dorothy Pecaut Nature Center.

Board members present were Boykin, Smith, and Clausen; Tripp and Monson were absent. Staff members present were Karen James, Board Administrative Coordinator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

Terry Lutz presented the Envision 2050 plan.

Meeting adjourned.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: October 21, 2014

*** PERSONNEL ACTION CODE:**

A- Appointment
T - Transfer
P - Promotion
D - Demotion
R-Reclassification
E- End of Probation
S - Separation
O – Other

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Edmundson, Rachael	County Attorney	11-9-14	Asst. County Attorney	$66,957/year	4%=$2,812/yr	R	Per AFSCME Asst. County Attorney Contract agreement, from Step 5 to Step 6.

APPROVED BY BOARD DATE: _____

GLORIA MOLLET, ASST. DIRECTOR: Gloria Mollet

COUNTY RECORDER'S REPORT OF FEES COLLECTED
(See Chapter 342, Code)

State of IOWA) SS:
County of WOODBURY)

To the Board of Supervisors of WOODBURY County:

I, DIANE SWOBODA PETERSON, Real Estate/Recorder Deputy of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the period of 7/01/2014 through 9/30/2014 and the same has been paid to the County Treasurer.

	Number of Documents	Fees Collected
R.E. Transfer Tax State-Monthly		39,880.20
County Share R.E. Transfer Tax		20,522.81
Auditor Transfer Fee	1,212	6,610.00
Records Management Fees	3,787	3,848.00
Lien	157	790.00
Deed	1,162	13,512.00
Mortgage	981	54,426.00
Contract	59	2,305.00
Release/Assignment	1,013	6,390.00
Miscellaneous	303	5,642.00
Claimants	58	450.00
Agreement	48	1,220.00
Elec Tran Fee to State Untransferred (Aug & Sept)		2,550.00
UCC 1 & Addendum	28	935.00
Copy Money-Quarterly		1,082.50
Vitals Stats State-Monthly		12,711.00
Vitals Stats County-Quarterly		9,727.00
Accts. Receivable Payment-Quarterly		2,947.00
Transfer to Checking Account		354.00
Previous Qtr. Acct. Receivable Balance		(4,887.20)
Bad Check Adjustment—Quarterly		0
Odd Size Documents	74	740.00
Overpayment Fee	59	267.70
Total	8,941	182,023.01

All of which is respectfully submitted.

Diane Swoboda Peterson

DIANE SWOBODA PETERSON Real Estate/Recorder Deputy

Subscribed and sworn to before me by DIANE SWOBODA PETERSON, Woodbury County Real Estate/Recorder Deputy this 9th **day of** October **,** 2019 **.**

Patrick F. Gill

PATRICK F. GILL County Auditor

AMENDMENT TO SITE LEASE AGREEMENT

This Amendment to Site Lease Agreement ("Amendment") is by and between the Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board ("**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Lessee**").

WHEREAS, Lessor and Lessee (or their respective predecessors-in-interest) entered into a Site Lease Agreement between the parties signed on or about September 5th, 2006, with respect to a cell tower located at 2290 Platte Road, Homer, NE;

WHEREAS, Long Lines Communications, LLC a Delaware limited liability company, Long Lines Wireless, LLC, a Delaware limited liability company, Long Lines, LLC, a Delaware limited liability company, LL License Holdings, LLC, a Delaware limited liability company, LL License Holdings II, LLC, a Delaware limited liability company, Advanced Network Communications, L.L.C., an Iowa limited liability company (each an "Assignor" and, collectively, the "Assignors"), and LL Acquisition Company, LLC a Delaware limited liability company ("Assignee") entered into an Global Contribution, Bill Of Sale, Assignment, And Assumption Agreement dated December 20, 2013;

WHEREAS, LL Acquisition Company, LLC a Delaware limited liability company merged with and into Lessee on February 28th, 2014;

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof;

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Leased Premises: Lessor hereby leases to the Lessee, for the period, at the rental, and upon the terms and conditions set forth herein and in the Agreement, the following Leased "Premises" located at 2290 Platte Road , Homer, NE.

2. Use and Non-Interference of Premises: The Premises shall be used by Lessee only for the installation, operation, and maintenance of a communications system, including but not limited to cellular telephone, PCS Telephone, radio, paging and other narrow band and broad band radio wave transmission and reception and related purposes. Lessee shall not do or permit any activities upon the Premises, which would cause interference to Lessor or with Lessor's principle use of the Premises as a Guyed Tower located at 2290 Platte Road , Homer, NE. The Lessee will only install its equipment on the Lessee's Communication Platform inside of the site fenced in area. This is not an exclusive lease of the premises. Lessor retains the right to lease additional space to other Lessees provided that the additional lessees do not utilize equipment that would interfere with the transmission signals of the Lessee. Additionally, Lessor will continue to use the premises for their own business or Public Safety purposes.

3. Exhibit A- Long Lines Wireless LLC Site Plan Sketch to the Agreement is hereby deleted in its entirety and replaced with a new LL Acquisition Company, LLC Site Plan, attached hereto as Exhibit A ("Site Plan"). It is understood that as a result of this Amendment, the Site Plan indicates the new updated engineering, antenna's, mounts shelters and other hardware permitted at the Premises.

4. Exhibit C of the Agreement is omitted as it is covered in Exhibit A

5. Exhibit D of the Agreement is omitted as it is covered in Exhibit A

6. Rent -- Lessee shall pay Lessor monthly "Rent" Effective as of the latter of the signature dates below, Lessee shall pay Lessor $2,275.00 "Rent" per month during each year of the First Renewal Term. Both parties agree to negotiate in good faith a new monthly rent rate increase if Lessee needs to place additional equipment on the tower during the First Renewal Term.

Each month's Rent payment shall be due to Lessor on or before the first day of each month. In addition Lessee shall be responsible for its electric utility service only. Lessee will be direct billed by the appropriate power/utility company. It is understood that as a result of this amendment, indicates the new monthly rental rates for allowing the Lessee to increase their equipment on the tower and the size of the Communications platform.

7. Notices. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #:DESMNEU1754
Cell Site Name: Homer-LLW-NESC
FA No: 13169481
Suite 13-F West Tower
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # DESMNEU1754
Cell Site Name: Homer-LLW-NESC
FA No:13169481
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Lessor: Woodbury County, Iowa
620 Douglas Street, Suite 104
Sioux City, Iowa 51101
C/O Starcomm Public Safety Board
121 Deer Run Trail
Climbing Hill, IA 51015

8. Effect of Amendment. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to as of the date written below.

Dated_____, 2014

Woodbury County, Iowa

_____

By: George Boykin

Title: Chairman

Attest:

_____

Patrick Gill, County Auditor

New Cingular Wireless PCS, LLC, a Delaware limited liability company

BY: AT&T Mobility Corporation

ITS: Manager

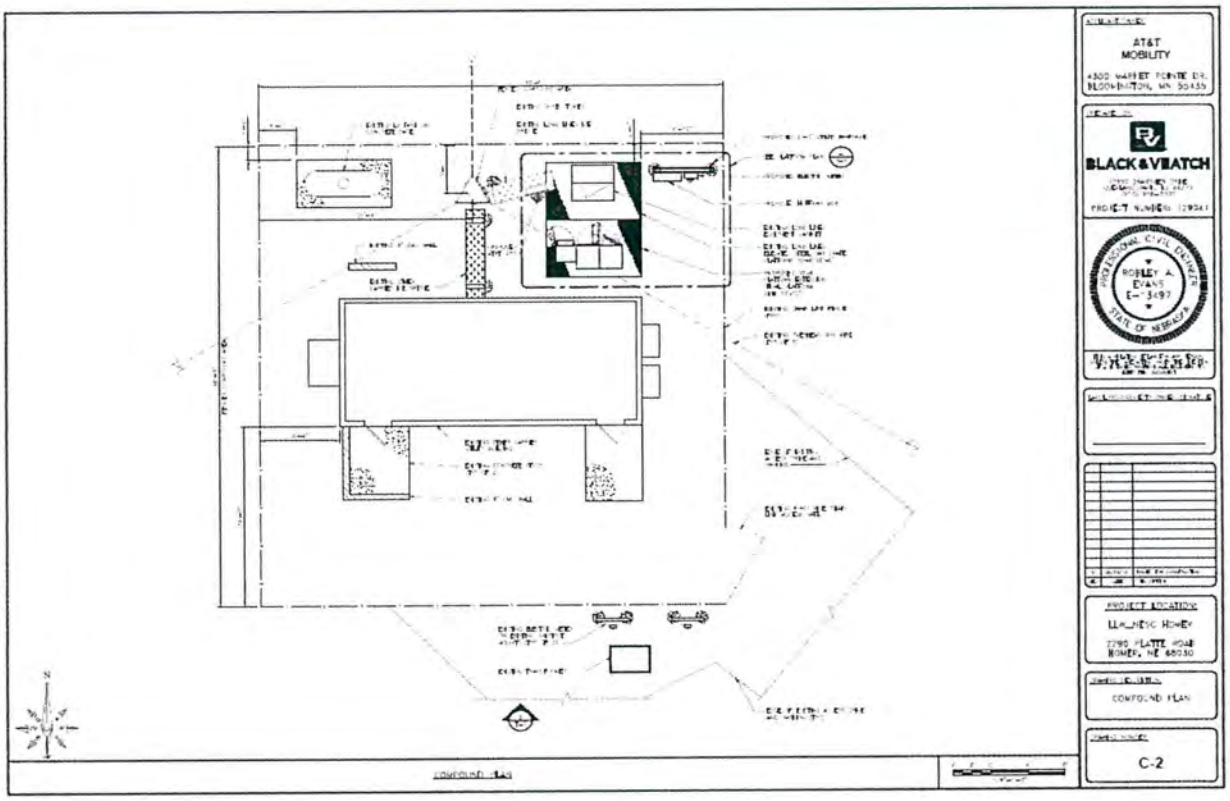
BY: _____

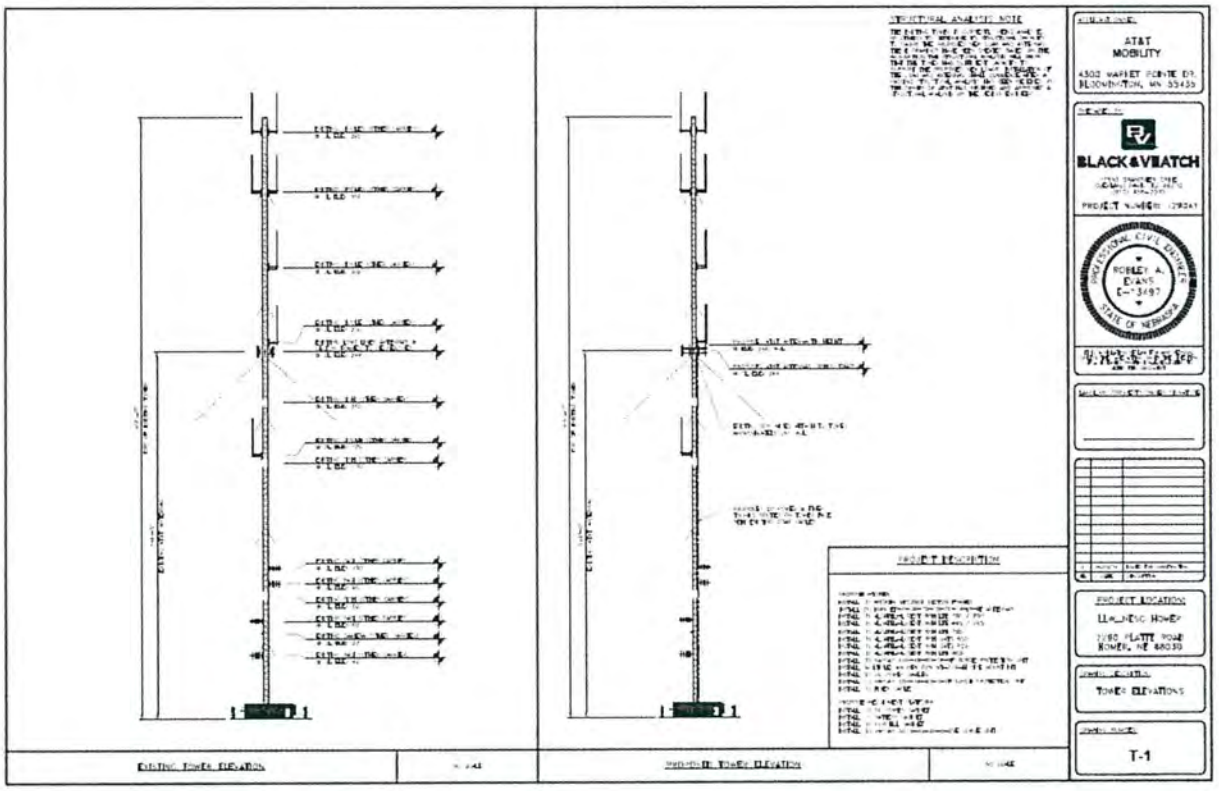
Name: _____

Title: Real Estate & Construction Manager

EXHIBIT A

Site Plan




STRUCTURAL ANALYSIS NOTE
PROJECT DESCRIPTION
AT&T MOBILITY
BLACK & VEATCH
ROBLEY A. EVANS
E-13497
STATE OF NEBRASKA
PROFESSIONAL CIVIL ENGINEER
PROJECT LOCATION
TOWER ELEVATIONS
T-1

AMENDMENT #2 TO SITE LEASE AGREEMENT

THIS AMENDMENT #2 TO SITE LEASE AGREEMENT ("Amendment") is made this _____ day of _____, 2014, between the Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board and the City of Sioux City, Iowa ("**Lessors**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Long Lines Wireless LLC (LLW), having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Lessee**").

WHEREAS, Lessor and Lessee (or their respective predecessors-in-interest) entered into a Site Lease Agreement between the parties signed on or about September 5th, 2006 and went into effect on September 29, 2006 when the building permit was issued, as amended by that certain Amendment to Site Lease Agreement dated March 4, 2008 with respect to a cell tower located at 3430 W. 23rd St, Sioux City, Iowa (collectively, the "Lease");

WHEREAS, Long Lines Communications, LLC a Delaware limited liability company, Long Lines Wireless, LLC, a Delaware limited liability company, Long Lines, LLC, a Delaware limited liability company, LL License Holdings, LLC, a Delaware limited liability company, LL License Holdings II, LLC, a Delaware limited liability company, Advanced Network Communications, L.L.C., an Iowa limited liability company (each an "Assignor" and, collectively, the "Assignors"), and LL Acquisition Company, LLC a Delaware limited liability company ("Assignee") entered into an Global Contribution, Bill Of Sale, Assignment, And Assumption Agreement dated December 20, 2013;

WHEREAS, LL Acquisition Company, LLC a Delaware limited liability company merged with and into New Cingular Wireless PCS, LLC a Delaware limited liability company on February 28th, 2014;

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof;

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services;

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Exhibit A**. Exhibit A "Long Lines Wireless LLC Site Plan Sketch" is hereby deleted and replaced with a new LL Acquisition Company, LLC Site Plan, attached as Exhibit A-2. It is understood that as a result of this amendment, the Site Plan indicates the new updated engineering, antennas, mounts shelters and other hardware at this location. Lessor and Lessee agree and acknowledge that as of the date this Amendment is fully executed, Exhibit A-2 shall replace Exhibit A of the Lease in its entirety and shall replace any other description of Lessee equipment in the Lease. Only the antennas and equipment listed in Exhibit A-2 shall be authorized and permitted by Lessor.
2. **Exhibit C**. Exhibit C is omitted as it is covered in Exhibit A-2
3. **Exhibit D. Exhibit D** is omitted as it is covered in Exhibit A-2
4. **Rent**. Rent will commence dated as of the latter of the signature dates below , the Rent shall increase by Nine Hundred and 00/100 Dollars ($900.00) per month bringing the total monthly Rent to Two Thousand Two Hundred Seventy Five and 00/100 Dollars ($2,275.00) through the remainder of the first Renewal Term. Each month's Rent payment shall be due to Landlord on or before the first day of each month. In addition Lessee shall be responsible for all utility service payments with the exception of telephone service used exclusively by Lessors. It is understood that as a result of this amendment, indicates the new monthly rental rates for allowing the Lessee to increase their equipment on the tower and the use of the empty Communications shelter.
5. **Notices.** Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #:DESMIAU1753
Cell Site Name: WEST_HIGH-LLW-IASC - Sioux City (IA)
FA No: 13169467
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC

Attn: Legal Department

Re: Cell Site # DESMIAU1753

Cell Site Name: WEST_HIGH-LLW-IASC - Sioux City (IA)

FA No: 13169467

208 S. Akard Street

Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Lessor: Woodbury County, Iowa

620 Douglas Street, Suite 104

Sioux City, Iowa 51101

C/O Starcomm Public Safety Board

121 Deer Run Trail

Climbing Hill, IA 51015

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, this Amendment is effective and entered into as of the date last written below:

LESSOR:

Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board

_____

By: George Boykin
Title: Chairman
Date: _____
Attest:

_____

Patrick Gill, County Auditor

City of Sioux City, Iowa

_____

By: Robert E. Scott
Title: Mayor
Attest:
Date:_____

_____

Lisa L. McCardle, City Clerk

Date:_____

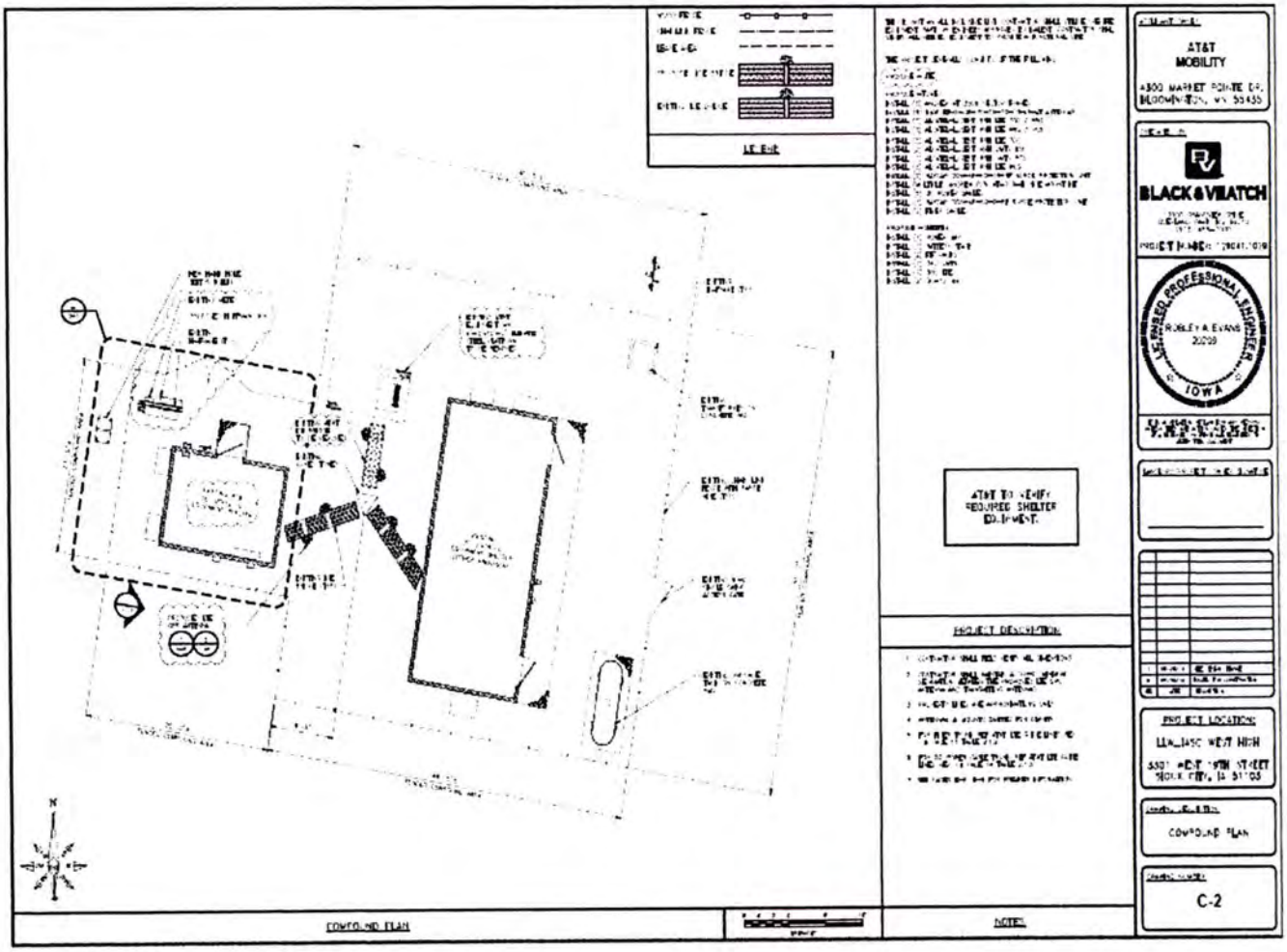
LESSEE:

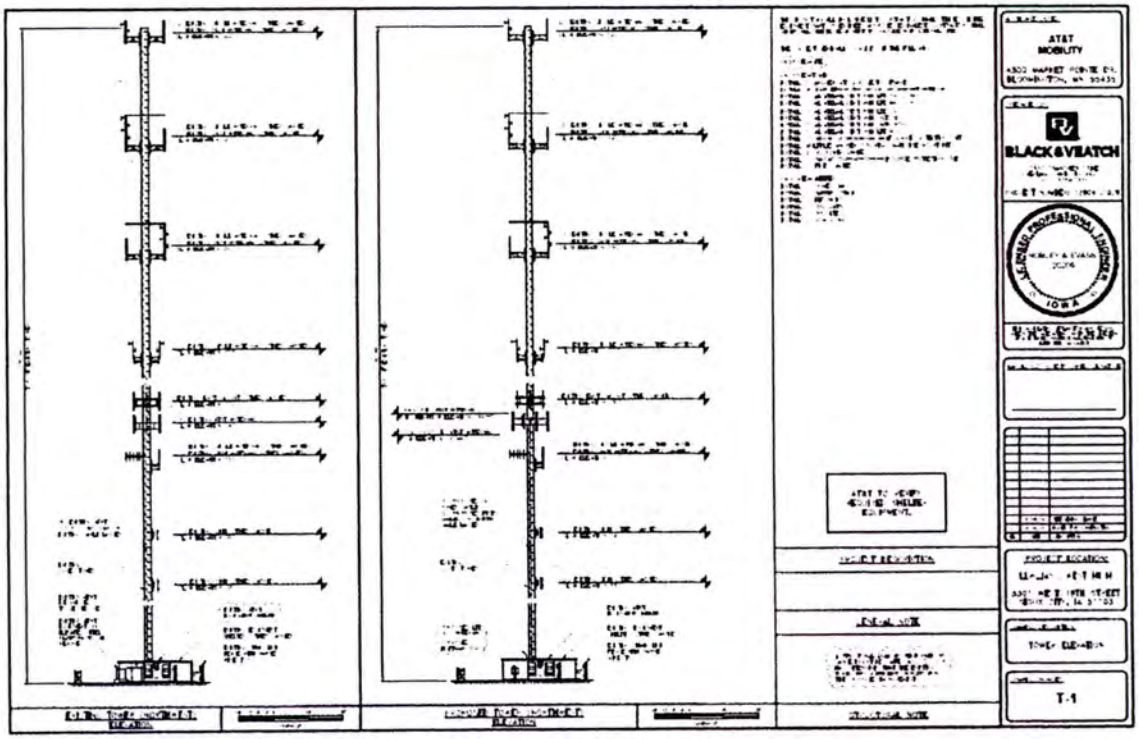
New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

_____

By: _____
Title: Real Estate & Construction Manager
Date: 10/16/14

EXHIBIT A-2
[SITE PLAN]




AT&T MOBILITY
BLACK & VEATCH
T-1

Woodbury County Secondary Roads Department

759 E. Frontage Road • Moville, Iowa 51039
Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@sioux-city.org

SECRETARY
Tish Brice
tbrice@sioux-city.org

Date: October 16, 2014

TO: Board of Supervisors

FROM: Mark Nahra, County Engineer

RE: Tuesday, October 21, 2014 Meeting

I am requesting the following agenda items for the Board's consideration.

- Consider approval of contract and bond for the crushing of PCC and HMA materials at the Moville stockpile site and the D51 stock pile site with C.A.P. Recycling
- Consider approval of contract and bond for HMA routing and sealing on various roads with Commercial Sweeping
- Consider approval of contract and bond for the 240th Street/Allison Ave grading project with Lieber Construction
- Consider approval of permit to work within the right of way for MidAmerican Energy
- Consider resolution to revise Woodbury County 2015 Five Year Road Program

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WOODBURY COUNTY SECONDARY ROAD DEPARTMENT
PERMIT & AGREEMENT TO PERFORM WORK WITHIN WOODBURY COUNTY RIGHT OF WAY

Name of Permittee: Carolanne Walter Phone No.: 563-333-8128

Mailing Address: 100 E 2nd St, Davenport, IA 52801

Township: T-87N Section: 16

Woodbury County, State of Iowa, and MidAmerican Energy Company (MEC) (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

Replace one existing wood structure on MEC's existing transmission line located in public road right-of-way of Old Hwy 75 (east side) between 250th st and 240th St. the week of November 3, 2014.

2. In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:

A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.

B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.

C. In placing any drainage structure, no natural drainage course will be altered or blocked.

D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.

E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.

G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in section L.

H. **The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair or maintenance operations, or other activities.**

I. **FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.8, 2009 CODE OF IOWA.** This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.

J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

N/A

L. Woodbury County agrees to provide the following contribution toward completion of this project:

N/A

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 7th day of November, 2014.

Entered into this 10th day of October, 2014.

Caroline E. Walter

Signature of Property Owner or Authorized Representative

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

Resolution to Revise Woodbury County
2015 Five Year Road Program

Resolution No. ___

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Construction Program, and previous revisions, requiring changes to the sequence, funding and timing of the proposed work plan,

The Board of Supervisors of Woodbury County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year (FY)2014), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following approved Priority Year projects shall be ADDED to the Program's Accomplishment year:

Project Number **Local ID** **TPMS #**	**Project Location** **Description of work**	**AADT** **Length** **NBIS #**	**Type Work** **Fund basis**		**Accomplishment Year** ($1000's of dollars)		
						New amount	
L-G-240th (2014)–73-97 Andrew Ave/240th Street Extension TPMS ID: 30864	On 240th Street and Andrew Ave., from Allison Avenue East then North 1.25 Miles to 235th Street, in Ctr S13 T87 R48 Project added to improve/connect truck haul route to industrial construction site.	1.25 MI	Excavation LOCAL			$1000	
Totals						$1000	

Fund ID	Accomplishment year ($1000's of dollars)		
	Previous Amount	New Amount	Net Change
Local Funds	$1,090	$2,090	$1,000
Farm to Market Funds	$1,750	$1,750	$0
Special Funds	$4,710	$4,710	$0
Federal Aid Funds	$800	$800	$0
Total construction cost (All funds)	$8,350	$9,350	$1,000
Local 020 Construction cost totals (Local Funds + BROS-8J FA funds)	$1,090	$2,090	$1,000

Recommended:

Date

County Engineer

Approved:

Date

Chair Board of Supervisors

Attested:

I, _____, Auditor in and for Woodbury County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Woodbury County, Iowa, at its meeting held on the _____ day of _____, _____

County Auditor

RESOLUTION # 12,085

NOTICE OF PROPERTY SALE

Parcel #210795

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

Lot Twenty-Four and the East One-half of Lot Twenty-Five, Block Two, Hedges Table Addition to Sioux City, in the County of Woodbury and State of Iowa (3102 Leech Ave.)

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on the **21st Day of October, 2014 at 10:15 o'clock a.m.** in the meeting room of the Board of Supervisors on the first floor of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **21st Day of October, 2014**, immediately following the closing of the public hearing.

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of $245.00** plus recording fees.

4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 7th Day of October, 2014.

ATTEST:

Patrick F. Gill
Woodbury County Auditor
and Recorder

WOODBURY COUNTY BOARD OF SUPERVISORS

George W. Boykin, Chairman

REQUEST FOR MINIMUM BID

Name: Misty Monlux Date: 4/15/14

Address: 3104 Leech Ave Phone: 333-0625

Address or approximate address/location of property interested in:

3102 Leech Ave

GIS# 894732511.0012

**This portion to be completed by Board Administration **

Legal Description:

Lot 24 and the East 1/2 of Lot 25 Block 2 Hedges Table Addition to Sioux City in the County of Woodbury and State of Iowa

Tax Sale #/Date: 11066 6/17/13 Parcel # 210795

Tax Deeded to Woodbury County on: 9/25/14

Current Assessed Value: Land $19,100- Building $0 Total $19,100-

Approximate Delinquent Real Estate Taxes: $3,322-

Approximate Delinquent Special Assessment Taxes: $5,461-

*Cost of Services: $95-

Inspection to: George Boykin Date: 4/15/14

Minimum Bid Set by Supervisor: $150-

Date and Time Set for Auction:

* Includes: Abstractors costs; Sheriff's costs: publishing costs; and mailing costs.

(MinBidReq/MSWord)

Woodbury County, IA / Sioux City

beacon™

Date Created: 10/1/2014

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2012
- 2013
- 2014
- Parcels

Parcel ID	894735110012	**Alternate ID**	210795	**Owner Address**	WOODBURY COUNTY WOODBURY COUNTY COURTHOUSE 620 DOUGLAS ST SIOUX CITY, IA 51101-0000
Sec/Twp/Rng	0-0-0	**Class**	R		
Property Address	3102 LEECH AVE SIOUX CITY	**Acreage**	n/a		

District	087 SC LL SIOUX CITY COMM
Brief Tax Description	HEDGES TABLE LOT 24 & E 1/2 LOT 2 5 BLK 2 (Note: Not to be used on legal documents)

Last Data Upload: 10/1/2014 1:08:20 AM

Schneider developed by The Schneider Corporation www.schneidercorp.com

Woodbury County, IA / Sioux City

beacon™

Date Created: 10/1/2014

Parcel ID	894735110012	**Alternate ID**	210795	**Owner Address**	WOODBURY COUNTY WOODBURY COUNTY COURTHOUSE 620 DOUGLAS ST SIOUX CITY, IA 51101-0000
Sec/Twp/Rng	0-0-0	**Class**	R		
Property Address	3102 LEECH AVE SIOUX CITY	**Acreage**	n/a		

District 087 SC LL SIOUX CITY COMM

Brief Tax Description HEDGES TABLE
LOT 24 & E 1/2 LOT 2
5 BLK 2
(Note: Not to be used on legal documents)

Last Data Upload: 10/1/2014 1:08:20 AM

Schneider developed by
The Schneider Corporation
www.schneidercorp.com

WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM

TO: Board of Supervisors

FROM: Karen James, Administrative Coordinator

DATE: October 17, 2014

RE: Lifting of Tax Suspensions

Please lift the tax suspension for L. Y. as this property has been transferred to her son.

Thank you.

Attachment

OCT 14 2014 PM1:54

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF THE PROPOSED AMENDMENT NO. 2 TO THE AMENDED AND RESTATED COMBINED FLOYD RIVER URBAN RENEWAL PLAN FOR THE COMBINED FLOYD RIVER URBAN RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City Council of the City of Sioux City, Iowa, will hold a public hearing before itself at its meeting which commences at 4:00 P.M. on November 17, 2014 in the Council Chambers, City Hall, Sioux City, Iowa to consider adoption of the proposed Amendment No. 2 to the Amended and Restated Combined Floyd River Urban Renewal Plan (the "Amended Plan") for the existing Combined Floyd River Urban Renewal Area ("Project Area").

A copy of Amendment No. 2 to the Amended Plan is on file for public inspection in the office of the City Clerk, City Hall, Sioux City, Iowa.

The purpose of the Amendment No. 2 to the Amended Plan is to further update certain provisions of the Amended Plan to conform to current City objectives, planning initiatives and program activities for the Project Area.

The general scope of the urban renewal activities under consideration in the Amended Plan is to convey land and enter into development agreements for new development and the redevelopment of existing commercial buildings and land for commercial residential and mixed use purposes in order to encourage investment and strengthen the area economy. This activity may involve grants, rebates, loans or other incentives funded by tax increment financing. Specifically, the amendment addresses an amendment to a proposed urban renewal project for construction of Echo Electric Supply Company located at 1200 Cunningham Drive, Sioux City, Iowa.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This Notice is given by order of the City Council of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 13th day of October, 2014.

Lisa L. McCardle, City Clerk, Sioux City, Iowa

Publish in the Sioux City Journal November 8, 2014.

(END OF NOTICE)

AMENDMENT NO. 2

TO THE
AMENDED AND RESTATED
COMBINED FLOYD RIVER URBAN RENEWAL PLAN

FOR THE
COMBINED FLOYD RIVER URBAN RENEWAL AREA

CITY OF SIOUX CITY, IOWA

AMENDMENT NO. 2

AMENDED AND RESTATED COMBINED FLOYD RIVER URBAN RENEWAL PLAN CITY OF SIOUX CITY, IOWA

The Amended and Restated Combined Floyd River Urban Renewal Plan ("Plan") for the Combined Floyd River Urban Renewal Area ("Area" or "Urban Renewal Area"), originally adopted October 13, 1986 pursuant to Resolution No. 86/T-4985 and amended as set out in **Exhibit A** attached hereto and incorporated by this reference, is being further amended to add and/or confirm a proposed project to be undertaken within the Urban Renewal Area ("Amendment"). No land is being added to the Area by this Amendment.

Except as modified by this Amendment, the provisions of the Amended and Restated Combined Floyd River Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

PROPOSED URBAN RENEWAL PROJECTS

The following new subsection (d) to Section G (2) is added to the Plan as follows:

G. Urban Renewal Projects

2. Development Agreements

d. The City of Sioux City and Echo Electric Supply Company of Sioux City IA, Inc. entered into a Development Agreement and an Assessment Agreement both dated January 13, 2014, pursuant to Resolution No. 2014-0027, relating to the redevelopment of a 4.8 acre site located at 1200 Cunningham Drive. Due to the difficult and costly site conditions of the property, Echo Electric Supply Company of Sioux City IA, Inc. is requiring an Amendment to the Development Agreement providing that the City will agree to make a grant in the form of a tax rebate to Echo Electric Supply Company of Sioux City IA, Inc. (also known as Echo Group, Inc.) in the aggregate reimbursement amount of $666,197.00 and an Amendment to the Assessment Agreement providing that upon substantial completion of construction of the project, but no later than January 1, 2015, the minimum actual taxable value which shall be fixed for assessment purposes for the property and improvements to be constructed thereon shall be not less than $3,100,000.

DEBT

1.	July 1, 2014 constitutional debt limit:	$193,629,706
2.	Outstanding general obligation debt:	$113,890,000
3.	It is estimated that the cost of the economic development rebate grant will be approximately:	$666,197

PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

URBAN RENEWAL PLAN AMENDMENTS

The Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or to modify goals or types of renewal activities. The City Council may amend this Plan in accordance with applicable state law.

EFFECTIVE DATE

This Urban Renewal Plan Amendment No. 2 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code.

REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A

AMENDED AND RESTATED COMBINED FLOYD RIVER URBAN RENEWAL PLAN HISTORY

By virtue of Resolution No. 2013-0876, passed and approved on the 25th day of November, 2013 the City Council of the City of Sioux City, Iowa, approved and adopted the Amended and Restated Combined Floyd River Urban Renewal and subsequent amendment to the same on May 5, 2014, pursuant to Resolution No. 2014-0272.

Previous resolutions pertaining to the Combined Floyd River Urban Renewal Plan:

Resolution No. 86/T-4985 passed and approved October 13, 1986
Resolution No. 88/T-6349 passed and approved April 11, 1988
Resolution No. 97/U-5919 passed and approved October 6, 1997
Resolution No. 2003-0598 passed and approved July 7, 2003
Resolution No. 2012-0088 passed and approved February 6, 2012
Resolution No. 2012-0744 passed and approved October 22, 2012
Resolution No. 2013-0376 passed and approved May 13, 2013

OCT 14 2014 AM8:54

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF SIOUX CITY, IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 2 TO THE AMENDED AND RESTATED COMBINED FLOYD RIVER URBAN RENEWAL PLAN FOR THE COMBINED FLOYD RIVER URBAN RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City of Sioux City, Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 3:30 P.M., October 21, 2014, in Room 306, City Hall, 405 Sixth Street, Sioux City, Iowa concerning a proposed Amendment No. 2 to the Amended and Restated Combined Floyd River Urban Renewal Plan for the Combined Floyd River Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in said Amended Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager (or his designee) as the designated representative of the City of Sioux City, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 2 to the Amended Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 13th day of October, 2014

Lisa L. McCardle, City Clerk
City of Sioux City, Iowa

(END OF NOTICE)

AMENDMENT NO. 2

TO THE
AMENDED AND RESTATED
COMBINED FLOYD RIVER URBAN RENEWAL PLAN

FOR THE
COMBINED FLOYD RIVER URBAN RENEWAL AREA

CITY OF SIOUX CITY, IOWA

AMENDMENT NO. 2

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REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

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Resolution No. 2013-0376 passed and approved May 13, 2013

Children's Museum OF SIOUXLAND

OCT 15 2014 AM11:10

Dear Friends of the Children's Museum of Siouxland:

On behalf of the Board of Directors of the Children's Museum of Siouxland, I'm excited to share some good news: construction of the museum building is ready to begin!

You are cordially invited to our public groundbreaking celebration at the museum site (623 Pearl Street) on Wednesday, October 22 at 11:00 a.m.

We have assembled a strong team for this final phase. W.A. Klinger has been selected as General Contractor, lending their tremendous construction expertise. The exhibit plans are nearing the final stage, and will be ready to move into the fabrication phase soon. We hope to open the museum to visitors during the latter part of 2015. Naturally, the specific opening date will depend on the winter construction season. We will keep you updated as we make progress.

Because of the commitment of our donors and volunteers, fundraising has been strong. We have raised more than $6 million in support of this project. We are so very grateful and thank you for your belief in this project. Our campaign committee is busily working to secure the final gifts that will put us over our fundraising goal.

As a final note, I also wanted to share that Kari Kellen has decided to step down as Executive Director. With the project's shift in focus, Kari felt this is a natural time to "pass the baton." To that end, we have appointed Darren Macfee as interim Executive Director. Having served as Executive Director of the Lincoln (NE) Children's Museum, Darren brings a wealth of experience in project management and museum operations. His role will be to keep everything moving forward toward Opening Day. He will also lead the search for a permanent director for the museum.

As I said earlier, we will keep you updated as we make progress. We hope you will be able to join us next Wednesday!

Sincerely,

Kyle Kelly
President
Board of Directors

P.O. Box 833
Sioux City, IA 51102
PH: 712-224-2542
CELL: 712-253-3825
FAX: 712-224-2541

The Sioux City Conservatory of Music

200 WEST 45TH STREET SIOUX CITY, IA. 51105 prairieproductions@me.com

TEL Gia or Ron at 712-574-1751

501c3 # 45-1544074

Wednesday, September 24, 2014

Dear Mark,

Thank You! *You have inspired us to do the things we believe we are meant to do. Without your presence in our work, we wouldn't have as much momentum... you have made a difference in us.* *- Ron and Gia Emory*

We are writing to invite you to join applause for our members at The Sioux City Conservatory of Music's Annual Orpheum Theater Show and Fundraiser November 8, at 6pm! In the past The Conservatory has brought Sublime, The Ooks of Hazard, and Social Distortion's Jonny 2Bags to play with students for their inspiration and for raising awareness in what we do for music and people in Sioux City!

We have a great platform for all of us to celebrate together: The Conservatory will host CELLO FURY this year who's invitation includes a citywide string performance: *this could be huge!* We have many participants and we need your help! We are asking for your place in this show by contributing in three areas of your choice:

Ticket Sponsorship: When you buy tickets for this show, we will make sure those seats are given to any organization of your choice for a tax deductible receipt.

Scholarship: When you sponsor a student in scholarship, you will partner with us to share a great experience throughout the year in giving a student a "once in a lifetime, once a week lesson" - this scholarship also includes a gift of an instrument when the year has been fulfilled!

Harmony Project Sponsorship: When you give to our Harmony Project, you become a member of our project family: The Everist Foundation, The Gilchrist Foundation, The Kind World Foundation (your place) and The Siouxland Youth Foundation. Join our table again and begin to share the excitement of our vision for 2015... we have every intension to use our music to move mountains in Sioux City -to use music as an empowering measure so that we can teach everyone to give back, *everyone is capable of giving.* The Harmony Project hosts several participants every week to share community with music, outreach and service.

Scholarship Program

Music for Music Inc.

Prepared for : **The Hard Rock Hotel and Casino**

Let's Rock Someone's World!

Prepared by: Gia Emory
The Sioux City Conservatory of Music
1309 Pierce Street
Sioux City, Ia. 51105

EXECUTIVE SUMMARY

Objective

This scholarship is for one year of private lesson. The year of 2015, starting the month of January. Our "RightToRock" scholarship is designed to enrich the lives of the participant as well as the contributor; whereas, the contributor has a voice to promote its participant by choosing the organization, in which to benefit. Now, by the choice you make in your beneficiary, this scholarship has the opportunity to enhance the learning experience for not only the participant, but, it's organization. Music is a healer, it will be used as a platform to reach anyone who chooses to listen. Congratulations, you have just made a choice to enrich someone's life!

Goals

The scholarship: with this annual commitment The Sioux City Conservatory of Music, promises to grant your student a one hour, weekly, private lesson for the year of 2014. The goal is to teach music, song writing, and technique. The student will be given an instrument to play during the lesson time. When the student completes the program, the instrument will be gifted to them.* Your invitation to the recital or performance of the student is welcome.

Solution

With this scholarship, you have given one person: senior, adolescent, challenged, homeless or forgotten, a voice to be heard. The RightToRock program offers lessons and one on one time with a staff member who cares; our teachers are focussed on teaching music and are not prejudice to: race, age, challenges, or religion. The student is expected to complete the program and should be chosen with the understanding that they must be present weekly for their lesson time in order to benefit and receive their gifted instrument. Once completed, Music Inc. will give the instrument to the student.

You as a contributor, will be an addition to our contributors wall along with musicians and like minds who what to join the cause!

* the gifted instrument excludes pianos; however, the Conservatory will gift a keyboard for all piano students. Value of The Scholarship is $2000 per student!

Details

We have provided a list of recourses for your scholarship:

- The Sioux City Public and Catholic Schools, the Sioux City Senior Center, The Boys Club, Girls Inc., The Sioux City Mission, June E. Nylen Cancer Center, Jackson Recovery Center, Chesterman Botttling, Sublime, Siouxland Youth Foundation, Bolin Foundation and The Kind World Foundation.
- Scholarships must be proposed to the organization for the following year by November 1st. The scholarship will be given to the student during our Harvest Event in November. November 8, 2014.
- All scholarships must be approved by the board members.
- If a student misses lessons, we provide one make- up lesson a month. If a student is absent for more than three lessons, it is considered cancellation of the scholarship for that student and lessons will discontinue without a gifted instrument. Your scholarship will then be awarded to the next participant from the same organization. The Sioux City Conservatory will notify you if this occurs.
- The Sioux City Conservatory will not provide transportation for any student member or scholarship recipient.
- The scholarship fund Is $2,000.00 per student. Your contribution will be designated to pay for one instrument, and one year of lesson time. Your scholarship fund, 2,000, needs to be placed by November 1, 2014 for 2015 students.

By reading this portfolio, we all agree to keep this commitment simple and structured under the guidelines provided. If you have questions please contact Gia Emory 712-574-1751.

Please designate your organization to benefit from the list above.

I will notify the organization and choose the new student according to our application.

Yours truly,

Gia Emory President
The Sioux City Conservatory of Music MUSIC INC.
1309 Pierce Street Sioux City, Iowa 51104.

RSVP Please for your best seats! And Thank You! For being a part of something HUGE for our students at:

The Sioux City Conservatory of Music!

YES_____ We will be there! November 8th Orpheum Theater 6pm!

We want to support your program!

For our contribution, please deliver our tickets to this to this address:

_____

_____

_____

No_____ We can't make it; but, we want to support your program!

Our contribution is :_____

Deliver our "gift tickets" to this address:

_____

_____

_____

Please choose a box and include this form with your gift!

The Conservatory and CELLO FURY *Rocks*

CONTRIBUTORS MESSAGE Big Show Nov. 8 Orpheum Theater

Please Check Your Box!

TICKET SALES And SPONSORSHIP	250.00	500.00	1,000.00	2,500.00
With a $250.00 your giving 16 seats for our guests!	☐			
With a $500.00 your giving 32 seats for our guests!	☐	☐		
With a $1,000.00 your giving 62 seats for our guests!	☐	☐	☐	
With a $2,500.00 your giving 152 seats for our guests!	☐	☐	☐	☐

Scholarship (we will give 12 tickets to you! - You will be recognized on our stage!)

When you give a scholarship, it is for the year 2015. $2,000.00 ☐

Private lesson, once weekly!

One instrument given at the end of the year.

Harmony Project Sponsorship (we will give 5 tickets per $100- You will be recognized on stage)

Sponsor the outreach efforts of The Harmony Club Project! ☐ ☐ ☐ ☐

Students perform together and study once weekly as a group!

Notes:

"Only by giving are you able to receive more than you already have."

-Jim Rohn

total amount:

$_____._____

Thank You!

501C3 # 45-1544074

Please Make Checks Payable to The Sioux City Conservatory of Music a 501c3 Non-profit. Your receipt will be returned by Dec. 5 2014- Thank You

Please RSVP on backside.

MEET YOUR NEW FAVORITE STOP

Check out our full menu online!

Happy Hour 2-4 pm daily – Select ½ price beverages!

View our daily specials on Facebook!

Ask about our Loyalty Program!

SWEET WATER
CAFE

Yes, after one visit, Sweetwater Café will soon be your favorite place for coffee, breakfast, lunch or anytime you need a sweet treat.
From specialty coffees, espresso, smoothies, and frappes to muffins, rolls, croissants, paninis, sandwiches, soup and salads, Sweetwater Café brews, blends and makes everything fresh for you. Don't forget to pick out a delectable fresh-baked cookie, cheesecake, bar or cupcake, too!

Located on the Skywalk Level of the Ho-Chunk Centre, Sweetwater Café is perfect for grab-n-go convenience. Or you can stay and relax in our comfortable atmosphere. Either way – we love to see you!

Skywalk Level | Ho-Chunk Centre | 600 4th St. | Sioux City, Iowa | 712.224.4225 | www.sweetwatercafe.net

WOODBURY COUNTY JUVENILE DETENTION CENTER

Trosper-Hoyt Bldg.
822 Douglas St. - 4th Floor
Sioux City, Iowa 51101

Phone 712-279-6622
Email: molsen@sioux-city.org
Fax 712-234-2900

	6:00 a.m.	6:00 p.m.
October		
October 6, 2014		**19**
October 7, 2014	**19**	**19**
October 8, 2014	**19**	**18**
October 9, 2014	**18**	**18**
October 10, 2014	**17**	**17**
October 11, 2014	**17**	**17**
October 12, 2014	**17**	**17**
October 13, 2014	**17**	

The agency averaged 17.7 residents per day during the 6:00 a.m. head count and 17.9 during the 6:00 p.m. check for a weekly average of 17.85 residents per day during the above week.

Of the seventeen residents detained as of 6:00 a.m. on October 13, 2014 eight or forty seven percent were identified as gang members. Of the eight, six or seventy five percent were identified as hard-core members.

We are currently detaining five juveniles from Dakota County and two from the BIA.

Mark Olsen
Director
WCJDC
October 13, 2014