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**FIRST AMENDMENT TO LETTER OF UNDERSTANDING
(CITY OF SIOUX CITY AND WOODBURY COUNTY)**

THIS FIRST AMENDMENT TO A LETTER OF UNDERSTANDING made on this 9th day of January, 2023, by and between the City of Sioux City, ("City") and Woodbury County ("County")

RECITALS

WHEREAS, on February 16, 2021, the City and County entered into a Letter of Understanding to set out various commitments related to the construction of the proposed Woodbury County Jail Site Improvements Project, the redevelopment of the Law Enforcement Center location at 407 7th Street, and the Elk Creek Road development; and

WHEREAS, the City and County wish to proceed with the paving of Elk Creek Road as considered in the Letter of understanding; and

WHEREAS a First Amendment to the Letter of Understanding is necessary to approve a plan for the shared costs and responsibilities of the paving of Elk Creek Road; and

WHEREAS all other terms of the Letter of Understanding would remain in effect; and

WHEREAS, both parties wish to amend said Letter of Understanding;

NOW, THEREFORE, IT IS AGREED that the Letter of Understanding is amended as follows:

1. Paragraph (7) is replaced in its entirety and now reads as follows:

“The County shall reimburse the City for one-third (1/3) of the costs of paving Elk Creek Road (roadway and storm sewer). Said paving shall include the section of Elk Creek Road directly adjacent to the Elk Creek Residential subdivision, a distance of approximately 1,800 feet. The City and Elk Creek Development, LLC will also each pay for 1/3 of the paving costs. “

2. A new paragraph (8) is added and reads as follows:

“The County shall construct the section of Elk Creek Road from the Elk Creek Residential Subdivision north to the intersection of Elk Creek Road and Old Lakeport Road, a distance of approximately 1,850 feet. The City and County shall share the costs of the paving equally which shall be constructed as a 24-foot rural design. The County shall also construct an intersection at Elk Creek Road and Old Lakeport. The City and County shall share the intersection costs, allocating the part of the intersection inside the City corporate limits to the City, and the part of the intersection outside the City corporate limits to the County. The City shall pay the costs of a water line. Construction shall take place per a mutually agreed upon schedule.”

3. A new paragraph (9) is added and reads as follows:

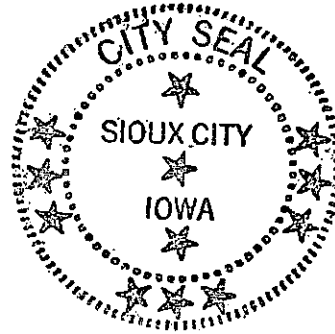
"At the time the Elk Creek Road and Old Lakeport Road intersection is reconstructed the County, if requested by the City, will also construct a sidewalk/trail along Old Lakeport Road from Singing Hills Boulevard to the intersection of Old Lakeport Road and Elk Creek Road. The City shall pay for the costs of the sidewalk/trail if constructed."

[SIGNATURE PAGES TO FOLLOW]

CITY OF SIOUX CITY, IOWA

By: *Robert E. Scott*
Robert E. Scott, Mayor

Attest: *Lisa L. McCardle*
Lisa L. McCardle, City Clerk



STATE OF IOWA)
 :
COUNTY OF WOODBURY)

On this 9th day of January, ²⁰²³~~2022~~, before me the undersigned, a Notary Public in and for Woodbury County, personally appeared Robert E. Scott and Lisa L. McCardle, to me personally known, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively, of the City of Sioux City, Iowa; that the seal affixed hereto is the seal of the City of Sioux City, Iowa; that the said instrument was signed and sealed on behalf of said City of Sioux City, Iowa, and that the said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said City of Sioux City, Iowa, by it and by them voluntarily executed.



Danielle N Bock
NOTARY PUBLIC in and for said COUNTY and STATE