

# Jasper County, Iowa

**Joe Brock**

**Denny Carpenter**

**Doug Cupples**



**Board of Supervisors**

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

## JASPER COUNTY BOARD OF SUPERVISORS AGENDA

[www.co.jasper.ia.us](http://www.co.jasper.ia.us)

September 11, 2018

9:30 a.m.

Pledge of Allegiance

- Item 1      **Conservation – Keri Van Zante**
  - a) Mid-American Energy Easement for Pole Replacement along the Red Rock Prairie Trail
  - b) Appropriation of Easement Funds
  
- Item 2      **Request to use the Courthouse for 4-H Festival of Trees**  
(Set up on 11/19/18 from 5pm-7pm, removal 12/27/18 from 5pm-7pm)
  
- Item 3      **Approval of Board of Supervisors minutes for 9/4/2018**
  
- Item 4      **Board Appointments**
  
- Item 5      **Employee Evaluation**

**PUBLIC INPUT & COMMENTS**

Prepared by and return to: Nick Garretson 515-281-2604  
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY  
OPTION FOR ELECTRIC EASEMENT**

Tract No.	<u>JA-001.000</u>	State of	<u>Iowa</u>
		County of	<u>Jasper</u>
		Section	<u>6,5,8,9,10,15,14,23,25</u>
		Township	<u>78</u> North
		Range	<u>20</u> West of the 5 <sup>th</sup> P.M.

**OPTION AND EASEMENT**

1. For and in consideration of the sum of Sixty-six Thousand Six Hundred Ten Dollars and No Cents (66,610.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) Jasper County, Iowa, its successors and assigns, and the undersigned Tenant(s), and parties of interest (collectively the "Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), the exclusive right, for and during the period of twenty-four (24) months from the date hereof, to acquire an Electric Easement in accordance with the terms and conditions set forth herein. For the further consideration of Two Hundred Sixty-six Thousand Four Hundred Forty Dollars and No Cents (266,440.00) hereinafter referred to as an "Option", and upon exercise of said Option to acquire an Electric Easement, Grantor does hereby give and grant to Grantee, pursuant to the following terms and conditions, a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary poles, towers, wires, guys, guy stubs, anchors, including other necessary equipment incident thereto (collectively "Facilities") upon, over, along, and across certain property described below, together with the right to survey the property and the right to trim, cut down, and remove such trees, brush, saplings, and bushes as may interfere with the proper construction, maintenance, operation or removal of said lines upon, over, along, across, adjacent to and overhanging the premises as described on the attached Exhibit "A" ("Easement Area"), and by this reference made a part hereof, together with the right to extend to any other party the use, jointly with the Grantee, of any structure(s) placed pursuant to the terms hereof, such lines to form a part of an electric distribution and transmission system and including the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement.

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA: See attached Exhibit "A".

2. Grantee shall have the irrevocable right, commencing upon the date of the exercise of this Option, to survey the property; to conduct engineering and associated investigations including, but not limited to, core boring and soil testing; to cut down, trim, spray or remove any trees or other vegetation growing in or adjacent to said Easement Area which, in the judgment of Grantee, may interfere with or endanger said facilities; and to install access gates to said Easement Area in the fences on the property of Grantor.

3. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal, of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the facilities (except for damage to property placed subsequent to the granting of this easement), that Grantee determines interferes with the operation and maintenance of the facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

4. Subject to the rights of the Grantee granted herein, Grantor shall have the right to cultivate, use and occupy the land. No brush or other inflammable materials shall be deposited, or accumulated or burned within the Easement Area.

5. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, including but not limited to fences, trees, plants, wells or other objects on the Easement Area described herein, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its facilities, and that no act shall be performed which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the state utility regulatory authority where the Facilities are located.

6. Upon exercise of the Option, all the foregoing provisions shall constitute the easement granted to the Grantee by Grantor.

#### **LICENSE DURING THE PERIOD OF THE OPTION**

7. During the period of the Option granted herein, Grantee shall have the irrevocable right, commencing upon the date of the execution of this instrument, to survey the property; to conduct engineering and associated investigations including, but not limited to, core boring and soil testing; to cut down, trim, spray or remove any trees and shrubs growing in or adjacent to the Easement Area as may be necessary, in the judgment of Grantee, to conduct the aforementioned surveys and investigations; and of ingress and egress over said land of Grantor.

8. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal, of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the facilities, that Grantee determines interferes with the operation and maintenance of the facilities and associated equipment.

9. Subject to the rights of the Grantee granted herein, Grantor shall have the right to cultivate, use and occupy the land. No brush or other inflammable materials shall be deposited, or accumulated or burned within the Easement Area.

10. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, including but not limited to fences, trees, plants, wells or other objects on the Easement Area described herein, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its facilities, and that no act shall be performed which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the state utility regulatory authority where the Facilities are located.

### **EXTENSION OF OPTION**

11. The Grantee shall have the right, at the sole option of the Grantee, to extend the herein granted Option for a period of Twelve (12) months; said extension shall commence immediately upon expiration of the original Option. Consideration for said extension shall be One Thousand Dollars (\$1,000.00), and shall be payable at the time of such extension.

### **EXERCISE OF OPTION**

12. The Option granted herein shall be deemed exercised by Grantee, and the easement rights agreed upon herein shall be deemed granted, upon the recording of a Notice of Exercise of Option in the office of the Recorder of Deeds in the county in which the property is situated. A copy of the Notice of Exercise of Option shall be deposited in the United States mail in a prepaid sealed envelope addressed to Grantor at their last known address. A check, payable to Grantor in the amount of the further consideration stated above, shall accompany the Notice of Exercise of Option to the Grantor first above named.

### **TERMINATION OF OPTION**

13. If the Grantee shall not elect to exercise the Option herein, or shall fail to exercise same within the time(s) hereinbefore provided, the Option shall terminate without further action and all rights granted hereunder shall become null and void.

14. It is mutually understood and agreed that this instrument covers all of the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying or changing the terms hereof.

### **NOTICE TO ANY SUBSEQUENT PURCHASER OF THE PROPERTY**

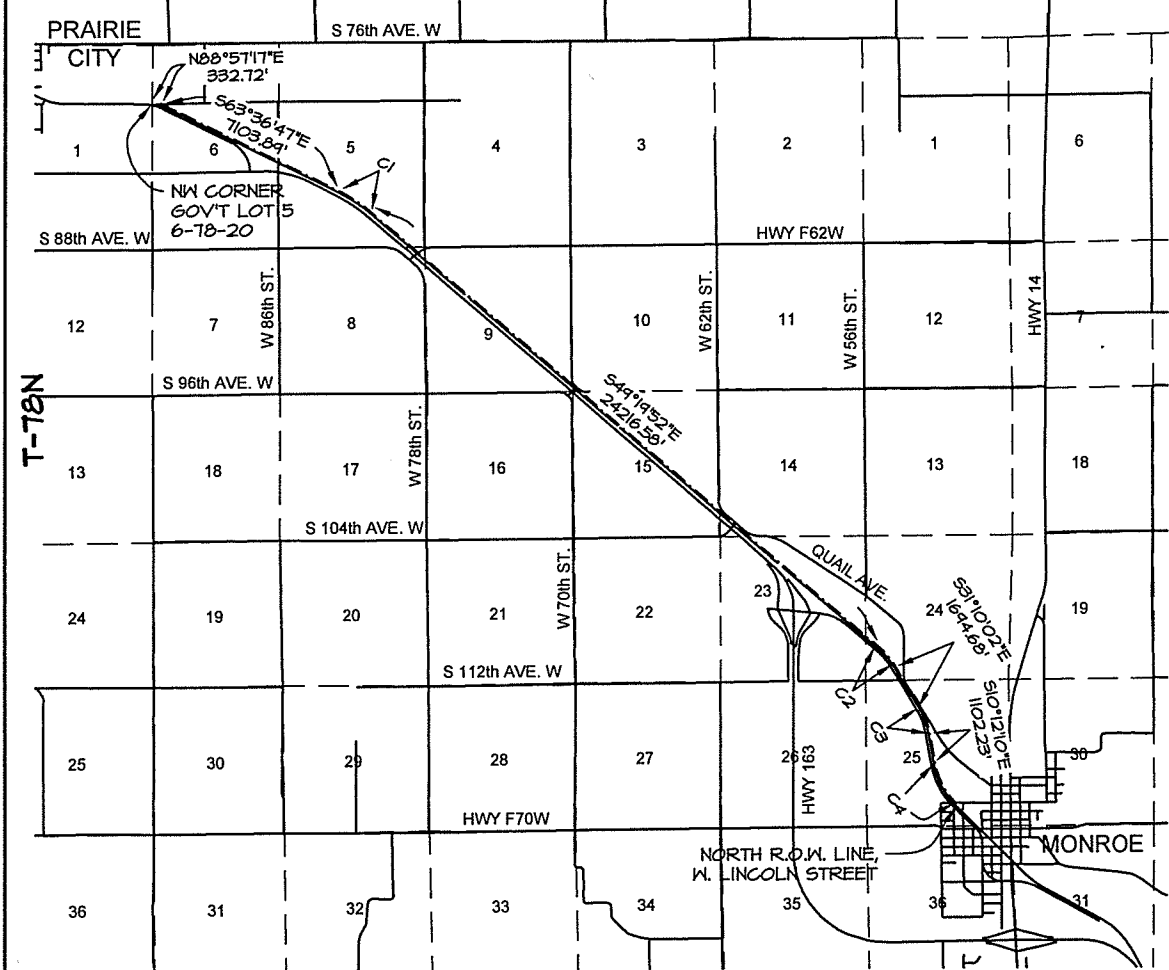
15. The rights to further consideration in this Option are considered to belong to the Grantor. For the Grantee to recognize any assignment of those rights to a subsequent purchaser of this land there must be a valid written assignment of those rights by the Grantor and a copy of that assignment must be provided to the Grantee before the Option is exercised.

16. Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

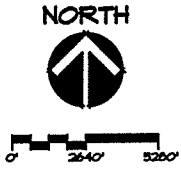
17. Each of the provisions of this Option shall be enforceable independently of any other provision of this Option and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this Option, it is agreed between the parties that the law of the jurisdiction and location where this Option is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this Option without regard to the place of execution or place of performance thereof, or any conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS OPTION. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.



# R-20W



CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	14°16'55"	5764.58'	1436.92'	722.20'	1433.20	S56°28'20"E
C2	18°04'50"	2899.79'	919.30'	463.54'	915.45	S40°14'57"E
C3	20°57'52"	2899.79'	1061.02'	536.51'	1055.11	S20°41'06"E
C4	32°03'16"	2829.79'	1503.14'	812.88'	1562.58	S26°13'48"E



## LEGEND

- PROPOSED TRANSMISSION CENTERLINE
- SECTION LINE & 1/4 SECTION LINE

**OWNERS**  
JASPER COUNTY, IOWA

**EASEMENT AREA**  
26.94± ACRES

## EASEMENT DESCRIPTION

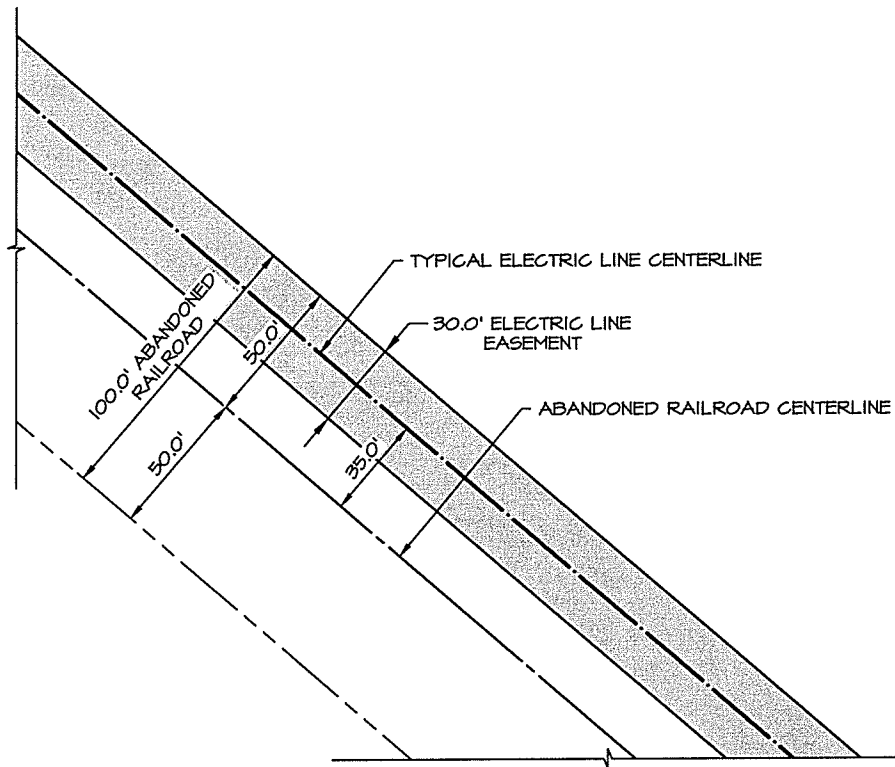
SEE SHEET 2 OF 2

<b>MIDAMERICAN ENERGY COMPANY</b>	
<b>JASPER COUNTY T-78N, R-20W</b>	
DRAWN BY: MMD	DATE: 02-01-18
CHECKED: PJS	SCALE: 1" = 5280'
APPROVED:	
<b>EXHIBIT "A"</b>	<b>JA-001.000</b>
SHEET 1 OF 2	

## ELECTRIC LINE EASEMENT DESCRIPTION (EASEMENT AREA)

A 30.0 FEET WIDE STRIP OF LAND, THE CENTERLINE OF WHICH LIES 35.0 FEET NORTHEASTERLY OF THE CENTERLINE OF THE FORMER CHICAGO PACIFIC CORPORATION RAILROAD TRACKS ACROSS SECTIONS 6, 5, 8, 9, 10, 15, 14, 23, 24, AND 25 IN TOWNSHIP 78 NORTH, RANGE 20 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

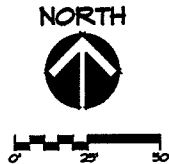
COMMENCING AS A POINT OF REFERENCE AT THE NW CORNER OF GOVERNMENT LOT 5, IN SAID SECTION 6, THENCE N88°57'17"E, 332.72 FEET ALONG THE NORTH LINE OF SAID LOT 5 TO THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE S63°36'47"E, 7103.97 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5764.58 FEET, A CHORD BEARING OF S56°28'20"E, AN ARC LENGTH OF 1436.92 FEET TO A POINT OF TANGENCY; THENCE S44°19'52"E, 24216.58 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2899.79 FEET, A CHORD BEARING OF S40°14'57"E, AN ARC LENGTH OF 919.30 FEET TO A POINT OF TANGENCY; THENCE S31°10'02"E, 1694.68 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2899.79 FEET, A CHORD BEARING OF S20°41'06"E, AN ARC LENGTH OF 1061.02 FEET TO A POINT OF TANGENCY; THENCE S10°12'10"E, 1102.23 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2829.79 FEET, A CHORD BEARING OF S26°13'48"E, AN ARC LENGTH OF 1583.14 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST LINCOLN STREET IN THE CITY OF MONROE, IOWA, AND BEING THE POINT OF TERMINATION OF SAID EASEMENT CENTERLINE.



### EASEMENT DETAIL

SCALE: 1" = 50'

OWNERS  
JASPER COUNTY, IOWA



MIDAMERICAN ENERGY COMPANY

JASPER COUNTY  
T-78N, R-20W

DRAWN BY: MMD DATE: 02-01-18

CHECKED: PJS SCALE: 1" = 50'

APPROVED:

EXHIBIT "A"

JA-001.000

SHEET 2 OF 2

Parcel # JA-001.000  
Landowner Jasper County, IA

**METHODS & FACTORS - IOWA CODE 6B.45**  
**Easement Payment Calculation Sheet**

**A. Land Value / Acre** \$15,000.00 / Acre

Land Values based on an *Iowa Land Sales Report*

**B. Permanent Easement Area Value** \$7,500.00 / Acre

50% of land value / acre

**C. Temporary or Overhang Easement Area Value** \$3,750.00 / Acre

25% of assessed value

**D. Permanent Easement Area In Acres** 26.94 Acres

**E. Temporary or Overhang Easement Area in Acres** 0.00 Acres

**F. Pole Payment** \$131,000.00

0 x \$2500 value per steel structure  
131 x \$1000 value per wooden structure

**G. Payment For Permanent Easement** \$202,050.00

Payment = B x D

**H. Payment For Overhang Easement** \$0.00

Payment = C x E

**I. Total Easement Payment** \$333,050.00

Payment = F + G + H

**J. Easement Option Payment** \$66,610.00

Payment due at signing = 20% of I

**K. Balance of Total Easement Payment** \$266,440.00

Payment due upon exercise of option, Payment = I - J

Date: \_\_\_\_\_

Landowner:

\_\_\_\_\_  
\_\_\_\_\_

MidAmerican Energy Company:

\_\_\_\_\_



September 4, 2018

Tuesday, September 4, 2018 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Cupples presiding.

Motion by Brock and seconded by Carpenter to open a public hearing on Ordinance 15E Jasper County Floodplain Management.

YEA: CARPENTER, BROCK, CUPPLES

Zoning Administrator Nick Fratzke explained to the Board that this was an update to the current Floodplain Management Ordinance, 15D, to stay in compliance with Federal and State law. There were no comments received by the Auditor's Office.

Motion by Brock and seconded by Carpenter to close the public hearing.

YEA: CARPENTER, CUPPLES, BROCK

Motion by Brock and seconded by Carpenter to waive the second and third readings of County Ordinance 15E.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Carpenter and seconded by Brock to approve the passage of County Ordinance 15E, Jasper County Floodplain Management.

YEA: BROCK, CARPENTER, CUPPLES

Motion by Carpenter and seconded by Brock to approve the hiring of Garling Construction to do the Jasper County Jail Dormitory Renovation for the amount of \$132,000.

YEA: BROCK, CARPENTER, CUPPLES

Motion by Carpenter and seconded by Brock to adopt Resolution 18-61 to apply for Sign Replacement Funds for Cities and Counties through the Iowa DOT.

YEA: BROCK, CARPENTER, CUPPLES

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Brock and seconded by Carpenter to adopt Resolution 18-62 Establishing the Speed Limit of 45 mph on County Road F17 beginning at the intersection of State Highway 65 and going north and east 1400 feet though the curve in sections 16 & 21 – 81N – 21W of Clear Creek Township.

YEA: CARPENTER, BROCK, CUPPLES

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Auditor Dennis Parrott explained to the Board that a letter putting the County Farm ground back up for lease had been sent to the lessee Dean Van Kooten prematurely. The Board explained that it was their intent to not put the farm ground lease up for bids but to allow Mr. Van Kooten to continue farming the County Farm. County Attorney Scott, Nicholson advised the Board that a letter retracting the first letter could be sent to Mr. Van Kooten.

Motion by Brock and seconded by Carpenter to have the Auditor send a letter of retraction of the first letter which instructed Dean Van Kooten that his lease would end in March and the Supervisors would put the farm ground lease up for bids.

YEA: CARPENTER, BROCK, CUPPLES

Representatives of 1 Solar, LLC presented to the Board a plan that could save the County money on its Alliant Energy electricity bill on several county buildings. The County could buy solar panels outright, make payments to buy the panels or simply just use the cheaper energy from the solar panels.

Motion by Carpenter and seconded by Brock to approve Board of Supervisors minutes for 08/28/2018.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Brock and seconded by Carpenter to set a public hearing and bid opening for the sale of the County Building located at 115 W 2<sup>nd</sup> St S, Newton, Iowa for Tuesday, September 18, 2018 at 9:30 a.m. in the Board of Supervisors Room in the Jasper County Courthouse.

YEA: CARPENTER, BROCK, CUPPLES

Celia Robertson expressed to the Board that she would like to have her employee evaluation in closed session.

Motion by Cupples and seconded by Carpenter to enter into closed session in accordance with Iowa Code section 21.5 ( i ) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and the individual requests a closed session.

YEA: CUPPLES AND CARPENTER

The Supervisors entered back into open session.

Motion by Cupples and seconded by Brock to adjourn the Tuesday, September 4, 2018 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, BROCK, CUPPLES

---

Dennis K. Parrott, Auditor

---

Doug Cupples, Chairman