



## **Woodbury County Law Enforcement Center Authority**

620 Douglas St., Room 104

Sioux City, Iowa 51101

712 – 279-6525

Ron Wieck - Chair

Dan Moore - Secretary

Rocky De Witt - Treasurer

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### **Agenda**

August 10, 2021 4:00 p.m.

First Floor Boardroom, County Courthouse

**4:00 p.m.** Call Meeting to Order

1. Approval of the agenda
2. Approval of the minutes of the August 3, 2021 meeting
3. Approval of claims

**4:05 p.m.**  
(Set time)

4. Public hearing on the easement for 3701 – 28<sup>th</sup> Street for Mid-American Energy
5. Discussion, Approval & Signing of the Mid-American easement
6. Discussion, Approval & Signing of the Mid-American letter of intent
7. Discuss & Approve options for tree removal by Mid-American
8. Commissioners concerns

### **ADJOURNMENT**

# *Woodbury County Law Enforcement Center Authority*

## **Minutes**

August 3, 2021 4:00 p.m.

First Floor Boardroom, County Courthouse

Attendance:

Members: Rocky De Witt, Ron Wieck, Dan Moore

Staff: Karen James, Dennis Butler, Kenny Schmitz

Meeting was called to order at 4:00 p.m.

1. Motion by De Witt, second by Moore to approve the agenda. Carried 3-0
2. Motion by De Witt, second by Moore to approve the minutes of the July 20, 2021. meeting. Carried 3-0
3. Motion by Wieck, second by De Witt to approve the claims totaling \$317,910.81. Carried 3-0
4. Motion by Moore, second by De Witt to approve August 10, 2021 at 4:05 p.m. for the public hearing on the easement for 3701 – 28<sup>th</sup> Street for Mid-American Energy. Carried 3-0
5. Motion by De Witt, second by Moore to receive from Shane Albrecht, Baker Group, the Earthwork Project Settlement Plate Monitoring report. Carried 3-0

Motion by De Witt, second by Moore to approve authorization for Chairman to sign change orders for shelled space and changing asphalt to concrete for the parking lot.  
Carried 3-0

6. Monthly LEC Authority meeting is scheduled for September 14, 2021

OSHA Training will be August 19<sup>th</sup> & 20<sup>th</sup>.

Motion by De Witt, second by Moore to adjourn.

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Dan Moore, Secretary



Woodbury County

# Expense Approval Report

By Segment (Select Below)

Post Dates 8/10/2021 - 8/10/2021

Vendor Name	Account Number	Payable Number	Description (Item)	Post Date	Amount
<b>Office: 45 - Law Enforcement Authority</b>					
Baker Group	4750-45-9111-000-61002	198535	Jail project - project managem...	08/10/2021	50,000.00
Lieber Constr Inc	4750-45-9111-000-61007	2A - SITE PREP	Jail project site prep - 2nd pay...	08/10/2021	16,362.50
Ahlers & Cooney PC	4750-45-9111-000-61004	806003	Jail project - professional servic...	08/10/2021	711.50
Ahlers & Cooney PC	4750-45-9111-000-61004	806004	Jail project - professional servic...	08/10/2021	147.00
Certified Testing Services Inc	4750-45-9111-000-61008	SC43404	Jail project - site prep testing	08/10/2021	4,512.00
<b>Office 45 - Law Enforcement Authority Total:</b>					<b>71,733.00</b>
<b>Grand Total:</b>					<b>71,733.00</b>

**Report Summary****Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
4750 - Construction Law Enforcement Authority	71,733.00	0.00
<b>Grand Total:</b>	<b>71,733.00</b>	<b>0.00</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
4750-45-9111-000-61002	Project Management	50,000.00	0.00
4750-45-9111-000-61004	Misc/Administration	858.50	0.00
4750-45-9111-000-61007	Site Preparation	16,362.50	0.00
4750-45-9111-000-61008	Site Prep - Testing	4,512.00	0.00
<b>Grand Total:</b>		<b>71,733.00</b>	<b>0.00</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
4750-9111-MISC/ADMINISTRATION	858.50	0.00
4750-9111-PROJECT MANAGEMENT	50,000.00	0.00
4750-9111-SITE PREP	16,362.50	0.00
4750-9111-SITE PREP TEST	4,512.00	0.00
<b>Grand Total:</b>	<b>71,733.00</b>	<b>0.00</b>

PREPARED BY AND RETURN TO: COLBY HANNASCH 712-277-7581  
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES 401 DOUGLAS STREET, SIOUX CITY, IA 51101

**MIDAMERICAN ENERGY COMPANY  
UNDERGROUND / OVERHEAD ELECTRIC AND GAS EASEMENT**

Folder No. 103326  
Work Req. No. 2881816  
Project No. A1124

State of Iowa  
County of Woodbury  
Section 14 SE1/4  
Township 89 North  
Range 47 West of the 5<sup>th</sup> P.M.

1. For and in consideration of the sum of One and no/100-----Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **Woodbury County Law Enforcement Center Authority**, a body corporate, organized and existing under and by virtue of Iowa Code Section 346.27,, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, attach, reconstruct, operate, maintain, replace or remove line(s) and underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other necessary poles, wires, guys, guy stubs, anchors, and for the transportation of natural gas, including but not limited to, meters, valves, support brackets, piping, line markers including other reasonably necessary equipment incident thereto (collectively "Facilities") under, upon, over, along and on the surface of the ground, through and across certain property described below, together with 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 ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

**THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) IN SECTION FOURTEEN (14), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE FORTY-SEVEN (47) WEST OF THE 5TH P.M., WOODBURY COUNTY IOWA.**

EASEMENT AREA:

An underground / overhead electric and gas easement described as follows:

**THE SOUTH TWENTY FEET (20) OF THE WEST TWO HUNDRED FEET (200) OF THE ABOVE DESCRIBED PARCEL OF LAND. SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.**

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences, and structures that interfere with the proper operation and maintenance of said Facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the Easement Area described above, 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.

4. 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.

5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.

6. 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.

7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement 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 easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or 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 EASEMENT. 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.

8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

(Acknowledgments on following page)



# EXHIBIT "A"

**Legend**

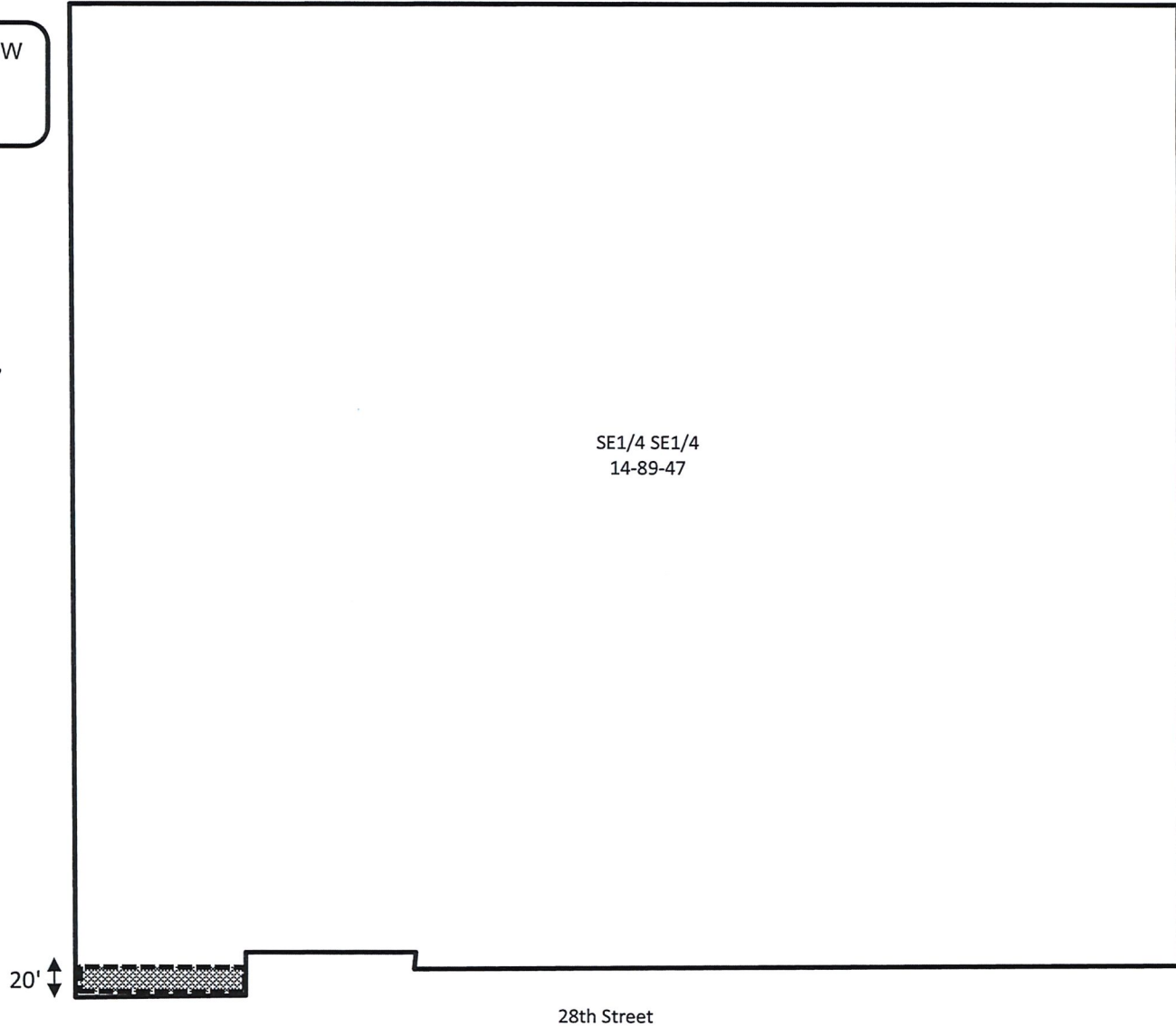
-  - Subject Property Line & ROW
-  - Easement area

**Parcel Legal Description:**

THE SOUTHEAST QUARTER (SE1/4)  
 OF THE SOUTHEAST QUARTER  
 (SE1/4) IN SECTION FOURTEEN (14),  
 TOWNSHIP EIGHTY-NINE (89) NORTH,  
 RANGE FORTY-SEVEN (47) WEST OF  
 THE 5TH P.M., WOODBURY COUNTY  
 IOWA.

**Easement Area:**



THE SOUTH TWENTY FEET (20) OF THE  
 WEST TWO HUNDRED FEET (200) OF THE  
 ABOVE DESCRIBED PARCEL OF LAND.



SE1/4 SE1/4  
 14-89-47

20' 

28th Street

	<b>Customer: Woodbury County Law Enforcement Center Authority</b>		<b>Folder No. 103326</b>	
	<b>Address: 620 Douglas Street</b>	<b>Scale: Not to Scale</b>	<b>Date: 4/19/2021</b>	
	<b>City: Sioux City State: IA 51101</b>		<b>Sec 14, Twp 89, Rng 47</b>	
<b>Job Desc: New easement request for electric wire.</b>				



July 22, 2021

MidAmerican Energy Company  
Attention: Colby Hannasch SC3  
401 Douglas Street  
Sioux City, IA 51101

RE: Woodbury County Law Enforcement Center, 3701 28<sup>th</sup> St, Sioux City, Woodbury County, Iowa  
Parcel: 894714400008, SE1/4 SE1/4 of 14-89-47.

Dear Colby:

Please accept this letter as the intent of Woodbury County Law Enforcement Center Authority, "Grantor", its successors, agents and assigns to grant to MidAmerican Energy Company, "Grantee", any and all necessary underground electric and gas easement, at no cost to Grantee in the form you have provided us, and in the area generally depicted on the attached drawing. Grantor realizes that the precise location will be determined by survey immediately following the installation of the equipment. Grantor agrees to pay for all expenses related to such survey. Grantor will formally act upon the request at a later date; however, in the interest of time and in order to maintain construction activities moving forward, we offer this letter so MidAmerican may proceed with its scheduled work.

Sincerely,

Woodbury County Law Enforcement Center Authority

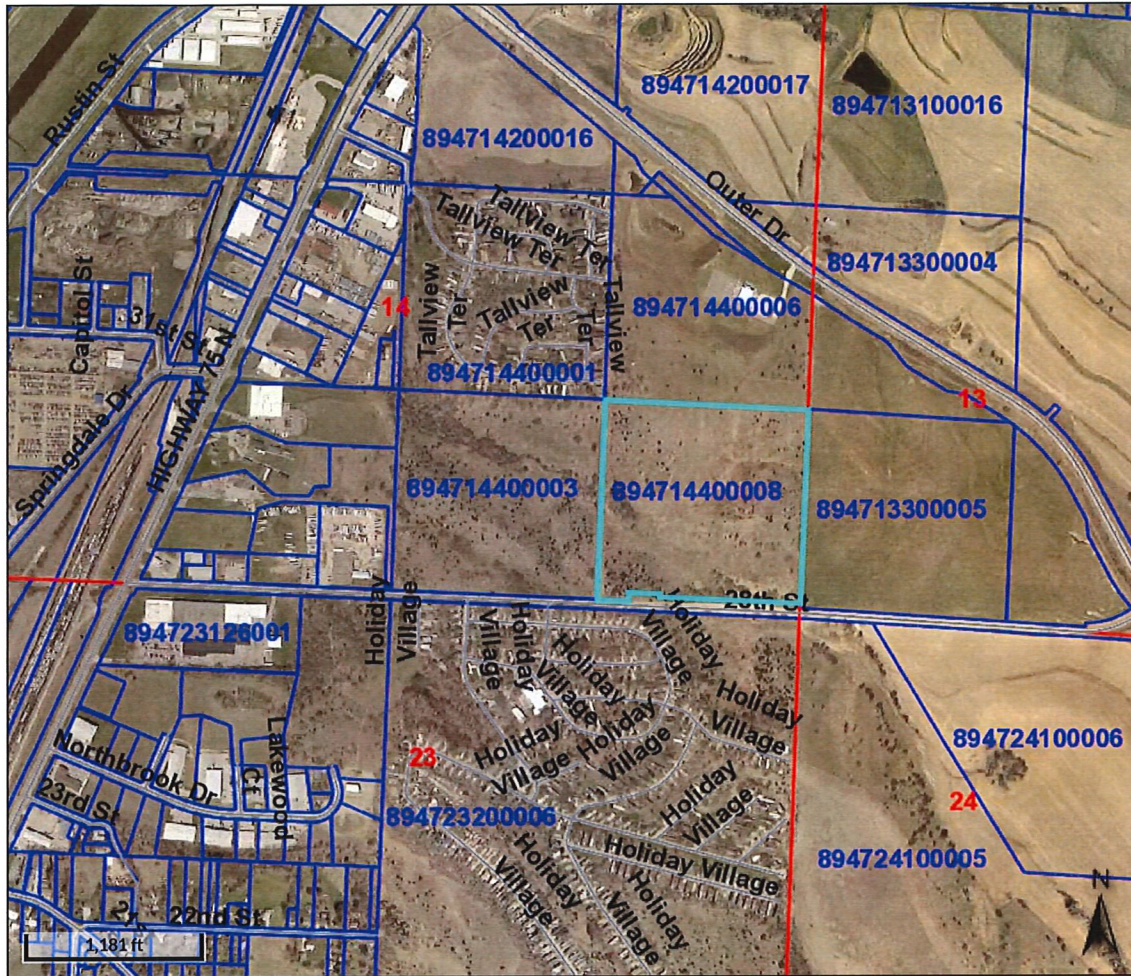
By: \_\_\_\_\_

Its: \_\_\_\_\_  
Typed or printed name and title of authorized owner or officer

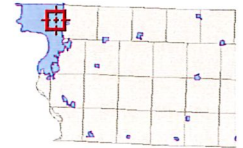




# Beacon™ Woodbury County, IA / Sioux City



### Overview



### Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	894714400008	Alternate ID	577066	Owner Address	WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY
Sec/Twp/Rng	14-89-47	Class	C		620 DOUGLAS ST
Property Address	3701 28TH ST	Acreage	n/a		SIOUX CITY, 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	LL-SC COMM 89-47 SE SE (EX ROAD ROW) 14-89-47				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 4/15/2021  
 Last Data Uploaded: 4/14/2021 7:03:02 PM

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 GEOSPATIAL