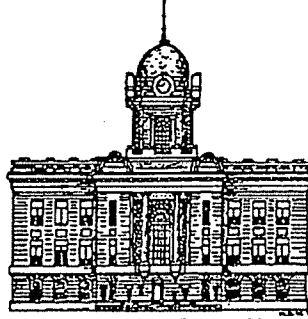


Jasper County, Iowa

Joe Brock

Denny Carpenter

Dennis Stevenson



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

April 5, 2016

9:30 a.m.

- Item 1 Public Hearing – Budget Amendment FY15/16**
- Item 2 Buildings & Grounds – Adam Sparks**
 - a) Quotes for Plow
- Item 3 Sheriff – John Halferty**
 - a) Memorandum of Understanding between Jasper County and Iowa Department of Corrections
- Item 4 Engineer – Russ Stutt**
 - a) Resolution to Level C a portion of roadway on S 104th Ave W
 - b) Resolution to Level C a portion of roadway on E 56th St S
 - c) Miscellaneous Pipe Quotes
- Item 5 PFM – Jon Burmeister**
 - a) Receipt of Bids for the Sale of \$3,720,000 Taxable General Obligation Refunding Capital Loan Notes
 - b) Resolution Directing Sale
- Item 6 Jasper County Bike Trail Easement DAPL-CLS-IA-JA-015.910**
- Item 7 Approve Jasper County Drainage District Resolution**
- Item 8 Approval of Board of Supervisors minutes for 3/29/16**
- Item 9 Board Appointments**

PUBLIC INPUT & COMMENTS

COUNTY NAME: JASPER	RECORD OF HEARING AND DETERMINATION ON THE AMENDMENT TO COUNTY BUDGET	COUNTY NO: 50
-------------------------------	--	-------------------------

Date budget amendment was adopted: April 5, 2016	For Fiscal Year Ending: June 30, 2016
---	--

The County Board of Supervisors met on the date specified immediately above to adopt an amendment to the current County budget as summarized below. The amendment was adopted after compliance with the public notice, public hearing, and public meeting provisions as required by law.

Iowa Department of Management Form 653 A-R Sheet 2 of 2 (revised 05/01/14)		Total Budget as Certified or Last Amended	Adopted Current Amendment	Total Budget After Current Amendment
REVENUES & OTHER FINANCING SOURCES				
Taxes Levied on Property	1	13,404,459	13,404,459	26,808,918
Less: Uncollected Delinquent Taxes - Levy Year	2	4,950	4,000	8,950
Less: Credits to Taxpayers	3	430,560	430,560	861,120
Net Current Property Taxes	4	12,968,949	12,969,899	25,938,848
Delinquent Property Tax Revenue	5	1,650	4,000	5,650
Penalties, Interest & Costs on Taxes	6	50,000	66,200	116,200
Other County Taxes/TIF Tax Revenues	7	2,164,693	2,162,003	4,326,696
Intergovernmental	8	5,574,491	8,191,506	13,765,997
Licenses & Permits	9	62,600	167,923	230,523
Charges for Service	10	840,812	1,727,705	2,568,517
Use of Money & Property	11	129,872	268,288	398,160
Miscellaneous	12	431,200	2,453,272	2,884,472
Subtotal Revenues	13	22,224,267	28,010,796	50,235,063
Other Financing Sources:				
General Long-Term Debt Proceeds	14	0	0	0
Operating Transfers In	15	8,888,789	8,888,789	17,777,578
Proceeds of Fixed Asset Sales	16	20,000	15,000	35,000
Total Revenues & Other Sources	17	31,133,056	36,914,585	68,047,641
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety & Legal Services	18	6,126,406	6,126,406	12,252,812
Physical Health & Social Services	19	2,219,069	2,219,069	4,438,138
Mental Health, ID & DD	20	206,860	1,292,625	1,499,485
County Environment & Education	21	1,460,697	1,460,997	2,921,694
Roads & Transportation	22	8,634,820	8,634,820	17,269,640
Government Services to Residents	23	1,574,250	1,574,250	3,148,500
Administration	24	3,168,303	3,168,303	6,336,606
Nonprogram Current	25	28,000	29,000	57,000
Debt Service	26	1,615,433	1,600,843	3,216,276
Capital Projects	27	1,220,700	1,986,700	3,207,400
Subtotal Expenditures	28	26,254,538	28,093,013	54,347,551
Other Financing Uses:				
Operating Transfers Out	29	8,888,789	8,888,789	17,777,578
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	35,143,327	36,981,802	72,125,129
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	(4,010,271)	(67,217)	(4,077,488)
Beginning Fund Balance - July 1,	33	8,365,773	11,490,559	19,856,332
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	9,157,731	9,157,731
Fund Balance - Restricted	36	3,975,041	0	3,975,041
Fund Balance - Committed	37	0	0	0
Fund Balance - Assigned	38	39,161		39,161
Fund Balance - Unassigned	39	341,300	2,265,611	2,606,911
Total Ending Fund Balance - June 30,	40	4,355,502	11,423,342	15,778,844

Date original budget adopted:	Date(s) current budget was subsequently amended:
-------------------------------	--

The below-signed certify that proof of publication of the hearing notice and proposed amendment is on file for each official County newspaper, that all public hearing notices were published not less than 10, nor more than 20 days prior to the public hearing, and that adopted expenditures do not exceed published amounts for any of the 10 individual expenditure classes, or in total.

Board Chairperson (signature)

County Auditor (signature)

Total Truck

5102 NW 2nd Ave
 Des Moines, IA 50313

Estimate

Date	Estimate #
3/15/2016	1596

Name / Address
Jasper County Courthouse Maint. Room 202 101 1st ST. N Newton Iowa, iowa 50208

Project

Description	Qty	Rate	Total
Snoway V Plow 8'6" with Down Pressure installed 3/4 ton chevy	1	6,300.00	6,300.00
Curb guards	1	200.00	200.00
9" wing extensions	1	675.00	675.00
<i>Shoes - skid</i>			<i>80.00</i>
<i>Reflector Kit</i>			<i>195.00</i>

Subtotal	\$7,175.00
Sales Tax (0.0%)	\$0.00
Total	\$7,175.00

\$ 7,450



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 • 516-289-1755

" The Complete Truck Equipment Center "

Customer: 384500
JASPER COUNTY ENGINEER
910 N 11TH AVE E

NEWTON IA 50208

Q U O T A T I O N

Job No.	18622
Quote Date	03/14/16
Expire Date	04/13/16

Terms				
N10				
Contact: JG: Order Pkr				

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR APPROVAL:

ATTENTION: ADAM

PHONE: 641-521-8844

- 1 - BOSS 9'2" VXT (POLY) SNOWPLOW
 - BLADE WIDTH: 9'2"
 - BLADE HEIGHT: 30" IN THE CENTER AND 38" AT THE END
 - 3/8" THICK POLY MOLDBOARD
 - 8 VERTICAL AND 2 DIAGONAL REINFORCEMENT RIBS
 - FULL MOLDBOARD TRIP DESIGN HELPS TO PREVENT PLOW DAMAGE
 - CHAINLESS 2" X 1-1/8" X 10" HYDRAULIC CYLINDER LIFTING SYSTEM ELIMINATES SNOWPLOW BOUNCE DURING TRANSPORT
 - 4 TRIP SPRINGS
 - 1/2" X 6" HARDOX CUTTING EDGE
 - SMART HITCH ONE MAN MOUNTING SYSTEM THAT ALLOWS THE PLOW TO BE REMOVED OR INSTALLED IN LESS THAN 20 SECONDS
 - SMART LOCK CYLINDERS FOR BACK DRAGGING
 - DOUBLE HALOGEN INFRA RED BULB PLOW LIGHTS - 2X BRIGHTER THAN ANYONE ON THE MARKET
 - EXCLUSIVE VISE LIKE GRIP THAT LOCKS THE PLOW LIGHTS INTO PLACE WITH A SINGLE ADJUSTMENT
 - SMART TOUCH HAND HELD CONTROLLER
 - HIGH PRESSURE HYDRAULICS ARE 2X FASTER THAN COMPETITION
 - ENCLOSED HYDRAULICS PROTECTS AGAINST CORROSION AND HYDRAULIC FREEZE UP
 - CURB GUARDS ARE BUILT INTO THE CUTTING EDGE ARE STANDARD

***** CONTINUED NEXT PAGE *****



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 - 515-289-1755

" The Complete Truck Equipment Center "

Customer: 384500
JASPER COUNTY ENGINEER
910 N 11TH AVE E

NEWTON IA 50208

Q U O T A T I O N

Job No.	18622
Quote Date	03/14/16
Expire Date	04/13/16

Terms				
N10				
Contact:	JG: Order Tkr			

- SMART SHIELD POWDER COATED PAINT FINISH
- COMPLETELY INSTALLED, F.O.B. DES MOINES, IA.

OPTIONS INCLUDED IN PRICE:

- RUBBER SNOW DEFLECTOR INSTALLED

THANK YOU FOR THE OPPORTUNITY,
JOSH GOODE

Back drag edge - 250⁰⁰
 skid shoes - 80⁰⁰
 Wing Extensions - 850⁰⁰

Sub total	\$ 6,654.00
Sales Tax	\$ 0.00
Freight	\$ 0.00
FET	\$ 0.00
Total	\$ 6,654.00

Total \$ 7,584 with all options



QUOTE NO.:68606
 Date:03/23/16
 EXPIRES:04/06/16
 Page: 1

1560 NE 44TH AVENUE
 P.O. BOX 3265
 DES MOINES IA 50316

Sales & Service (515)266-5189 Fax (515)266-7878 Wats (800)373-2887

Q U O T A T I O N

TO: JASPER COUNTY COURTHOUSE
 MAINTENANCE
 101 1ST ST N
 NEWTON IA 50208

TRUCK INFORMATION

Year: 0 WB: 0
 Truck Make: CA: 0
 Model: Trans:
 Color:
 VIN NO.:

ADAM SPARKS

IUTMVP385

FURNISH AND INSTALL:

1 - WESTERN MODEL IUTMVP385 MULTI-POSITION V PLOW - MVP3 STEEL 8-1/2'

ULTRAMOUNT 2 mounting system
 TWO SEASON WARRANTY
 Swivel bar design for more even cutting edge wear
 Removable pockets for more ground clearance when plow is removed from truck
 Pitch adjustment feature - allows pitch of the blade to be adjusted
 to compensate for uneven cutting edge wear
 Straight Blade Width: 8'6"
 Full Scoop width: 84", , full "V" width: 92", or fully angled width: 89"
 Blade height: 31" at hinge - 38" at end
 14 ga. steel moldboards with 4 vertical ribs per side
 PRO PLUS type "power bar construction"
 Trip edge design featuring 4 trip springs
 Western blade guides
 MVP PLUS hydraulic system
 With hand-held "Cab Command" control
 Low profile dual stud mount "NIGHTHAWK" composite halogen light kit
 "Isolation Module" advanced snowplow light and electrical system
 improves system life and complies w/ OEM requirements
 Double acting cylinders to aid back dragging
 Steel top gap deflector
 Formed cutting edge provides lower center gap coverage
 ULTRA FINISH baked-on powder coat with new primer
 SECURITY GUARD anti-theft system allows you to electronically lock the
 snowplow's hydraulic functions
 FLEET FLEX multiplex wiring for true fleet interchangeability
 Installed on truck.

PLOW INSTALLED, NO OPTIONS PRICE: \$5,740.00

OPTIONS INCLUDED IN PRICE:

Cast skid shoes (43088)
 Deflector kit, 10" (41810)
 Blade stop kit (44473)

*** CONTINUED NEXT PAGE ***



QUOTE NO.:68606
 Date:03/23/16
 EXPIRES:04/06/16
 Page: 2

1560 NE 44TH AVENUE
 P.O. BOX 3265
 DES MOINES IA 50316

Sales & Service (515)266-5189 Fax (515)266-7878 Wats (800)373-2887

Q U O T A T I O N

TO: JASPER COUNTY COURTHOUSE
 MAINTENANCE
 101 1ST ST N
 NEWTON IA 50208

Year: 0
 Truck Make:
 Model:
 Color:
 VIN NO.:

TRUCK INFORMATION

WB: 0
 CA: 0
 Trans:

ADAM SPARKS

IUTMVP385

NET PRICE FOB DES MOINES \$6,346.00
 Government Discount Included in Pricing.

OPTIONS NOT INCLUDED IN PRICE:

Cast skid shoes (43088)	ADD \$154.00
Deflector kit, 10" (41810)	ADD \$257.00
Back drag edge (44282-3)	ADD \$263.00
Curb guard kit (43885)	ADD \$207.00
Wing extension kit (44510-1)	ADD \$570.00
Blade stop kit (44473)	ADD \$195.00

Total \$ 7,345 with all options

NOTE: SALES TAX IS NOT INCLUDED UNLESS NOTED OTHERWISE

Account No: 71020 Terms: N30 Approx Delivery Time: _____
 Customer P.O.: _____ Phone Number: 641-521-0885 Fax Number: 641-792-1053

Salesman: _____ Customer: _____

www.truckequipmentinc.com DAN REKEMEYER

QUALITY PRODUCTS – DEPENDABLE SERVICE

info@truckequipmentinc.com

MEMORANDUM OF UNDERSTANDING

The Iowa Department of Corrections ("IDOC") and Jasper County, Iowa ("JC") desire to have an efficient and mutually beneficial arrangement for the holding of female offenders who are alleged to have violated the conditions of their parole. The IDOC and JC agree that an offender placed on parole to Jasper County, Iowa, and is alleged to have committed a violation of their parole, and is to be held solely for that parole violation— shall be transferred and held at the Iowa Correctional Institution for Women ("ICIW") pending their parole revocation hearing -- subject to the conditions agreed on by the IDOC and JC.

Parties

This agreement applies to the IDOC — and is applicable to ICIW and the Fifth Judicial District Department of Correctional Services ("Fifth District"). The IDOC will provide all necessary notifications to ICIW and the Fifth District to aid in the implementation of the agreement.

The agreement applies to JC — and is applicable to the Jasper County Sheriff and the Jasper County Jail. JC will provide all necessary notifications to the Sheriff and Jail to aid in the implementation of the agreement.

Current Procedure

A female parolee assigned to Jasper County, if arrested for a parole violation, will be taken to the Jasper County Jail. Section 906.17(1) Iowa Code (2015). If an offender is arrested solely for the parole violation; the IDOC will ultimately be responsible for cost of confinement for the alleged parole violator. Section 906.17(2) Iowa Code (2015). Once a parole revocation hearing is completed, the offender will be revoked to prison, released to work release or parole or returned to whatever status ordered by the administrative law judge of the Iowa Board of Parole ("IBOP"). See Section 908.9 Iowa Code (2015).

New Procedures

A female parolee assigned to Jasper County if arrested solely for a parole violation will be taken to the Jasper County Jail. Section 906.17(1) Iowa Code (2015). The alleged female parole violator shall have her initial appearance while in the custody of JC. After the initial appearance is completed, the offender shall be transferred to ICIW at a designated time for the IDOC to hold the alleged parole violator until the completion of the parole revocation proceedings. The alleged parole violator shall be held at ICIW until the proceedings are completed or until such time as the offender may be required to be returned to the Jasper County Jail or otherwise released on bond.

For purposes of this agreement, if a female offender is transferred from JC to ICIW, the IDOC will not be charged for that days stay for the alleged parole violator.

Benefits to IDOC and JC

The benefit of this arrangement to IDOC is a reduction in the amount that must be reimbursed to JC for reimbursement of individuals held in Jasper County as a result of an alleged parole violation. Section 906.17(1) Iowa Code (2015).

The benefit to JC is a reduction of the offender population at the Jasper County jail. Specifically, female offenders who were held solely on alleged parole violations will be transferred from the Jasper County Jail to ICIW within a matter of days of their arrest — rather than waiting for the completion of the revocation proceedings.

Responsible Parties

The responsible party for the IDOC for any and all communications with regard to the operation of this agreement is:

Warden Patti Wachtendorf
Iowa Correctional Institution for Women
420 Mill St. SW
Mitchellville, Iowa 50169
(515) 725-5042
Patti.wachtendorf@iowa.gov

The responsible party for the JC for any and all communications with regard to the operation of this agreement is:

Sheriff John Halferty
Jasper County Sheriff's Office/Jail
2300 Law Center Drive
Newton, Iowa 50208
(641) 792-5912
jhalferty@jaspersheriff.org

Iowa Board of Parole

The IDOC shall take all necessary steps to inform the Iowa Board of Parole of the terms of this agreement. As well, the IDOC will develop a system with the Iowa Board of Parole for the efficient parole revocation process and shall assist in all efforts required for a timely resolution of the revocation proceedings.

Cancellations

This Memorandum of Understanding shall remain in force until cancelled by either the IDOC or JC for any reason. Notice of cancellation by either party shall be made to the responsible parties identified in this agreement.

LEVEL "C" ROADWAY DESIGNATION RESOLUTION

Number _____

WHEREAS, Jasper County desires to classify a certain stretch of roadway on the area service system to provide for a minimal level of maintenance and access by means of a gate or barrier; and

WHEREAS, the County, after consultation with the County Engineer, has the authority to specify certain roads within the County as Area Service "C" roads pursuant to Iowa Code Section 309.57 (2015) see attached reference Document 1 of 1; and

WHEREAS, Jasper County has received a written request from one of the adjacent landowners, see Attachment A, requesting that a portion of **S 104th Avenue W beginning at a point 500 ft east of the NW Corner of Section 22-78N-21W of Des Moines Township and running east to W 109th St S in Jasper County** be classified as a Level "C" Area Service Road and gates be installed.

1. **Blading.** Blading or dragging will not be performed on a regular basis.
2. **Snow and Ice Removal.** Snow and Ice removal will not be performed on a regular basis. Sanding and salting will not be performed on a regular basis.
3. **Bridges.** Bridges on Area Service "C" Roads may not be maintained to carry legal loads but will be posted as appropriate to advise of any load limitations.
4. **Weed, Brush, and Trees.** Mowing or spraying weeds, cutting brush and tree removal will not be performed on a regular basis. Adequate sight distances will not be maintained as on a regular road.
5. **Structures** Bridges and Culverts may not be maintained on a regular basis to carry legal loads. Upon failure or loss, the replacement structures will be for traffic thereon.
6. **Road Surfacing.** There will be no surfacing materials applied to Area "C" Service roads.
7. **Shoulders.** Shoulders will not be maintained.
8. **Crown.** A crown will not be maintained.
9. **Repairs.** There will be no repairs on a regular basis.
10. **Uniform Width.** Uniform width for the traveled portion of the road will not be maintained.
11. **Inspections.** Regular inspections will not be conducted.
12. **Gate.** The gate shall be purchased and installed by the County, and maintained by the County.

WHEREAS, the only persons who will have access rights to the road shall be:

- (1) The owner, lessee, or person in lawful possession of any adjoining land.
- (2) The agent or employee of the owner, lessee or person in lawful possession of any adjoining land.
- (3) Any peace officer.
- (4) Any magistrate.
- (5) Any public employee whose duty it is to supervise the use or perform maintenance of the road.
- (6) Any agent or employee of any utility located upon the road.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY that this County does hereby establish the road described as an Area Service "C" road, with restricted access and a minimal level of maintenance.

Enacted this 5 day of April, 2016

Chairperson, Board of Supervisors
Dennis Stevenson

Board Member, Dennis Carpenter

Board Member, Joseph Brock

Attest: _____
Auditor, Dennis Parrott

ATTACHMENT A

Groom, Cheryl

To Me

Today at 8:23 AM

This is a formal request to close 104th Avenue, Jasper County, Iowa, between 109th and Pacific Street. We are requesting gates, lockable by chains, at both ends of that section of road, and concrete barriers on both sides of the Walnut Creek where the bridge is being removed.

Let me know if you need more from the Refuge to move forward with this road closure.

--

Cheryl Groom

Refuge Manager, Acting

Neal Smith National Wildlife Refuge

515-994-3400

-continued-

Reference 1

309.57 Area service classification.

1. The county board of supervisors, after consultation with the county engineer, and for purposes of specifying levels of maintenance effort and access, may classify the area service system into three classifications termed area service “A”, area service “B”, and area service “C”. The area service “A” classification shall be maintained in conformance with applicable statutes. Area service “B” classification roads may have a lesser level of maintenance as specified by the county board of supervisors, after consultation with the county engineer. Area service “C” classification roads may have restricted access and a minimal level of maintenance as specified by the county board of supervisors after consultation with the county engineer.

2. Roads within area service “B” and “C” classifications shall have appropriate signs, conforming to the Iowa state sign manual, installed and maintained by the county at all access points to roads on this system from other public roads, to adequately warn the public they are entering a section of road which has a lesser level of maintenance effort than other public roads. In addition, area service “C” classification roads shall adequately warn the public that access is limited.

3. Roads may only be classified as area service “C” by ordinance or resolution. The ordinance or resolution shall specify the level of maintenance effort and the persons who will have access rights to the road. The county shall only allow access to the road to the owner, lessee, or person in lawful possession of any adjoining land, or the agent or employee of the owner, lessee, or person in lawful possession, or to any peace officer, magistrate, or public employee whose duty it is to supervise the use or perform maintenance of the road. Access to the road shall be restricted by means of a gate or other barrier.

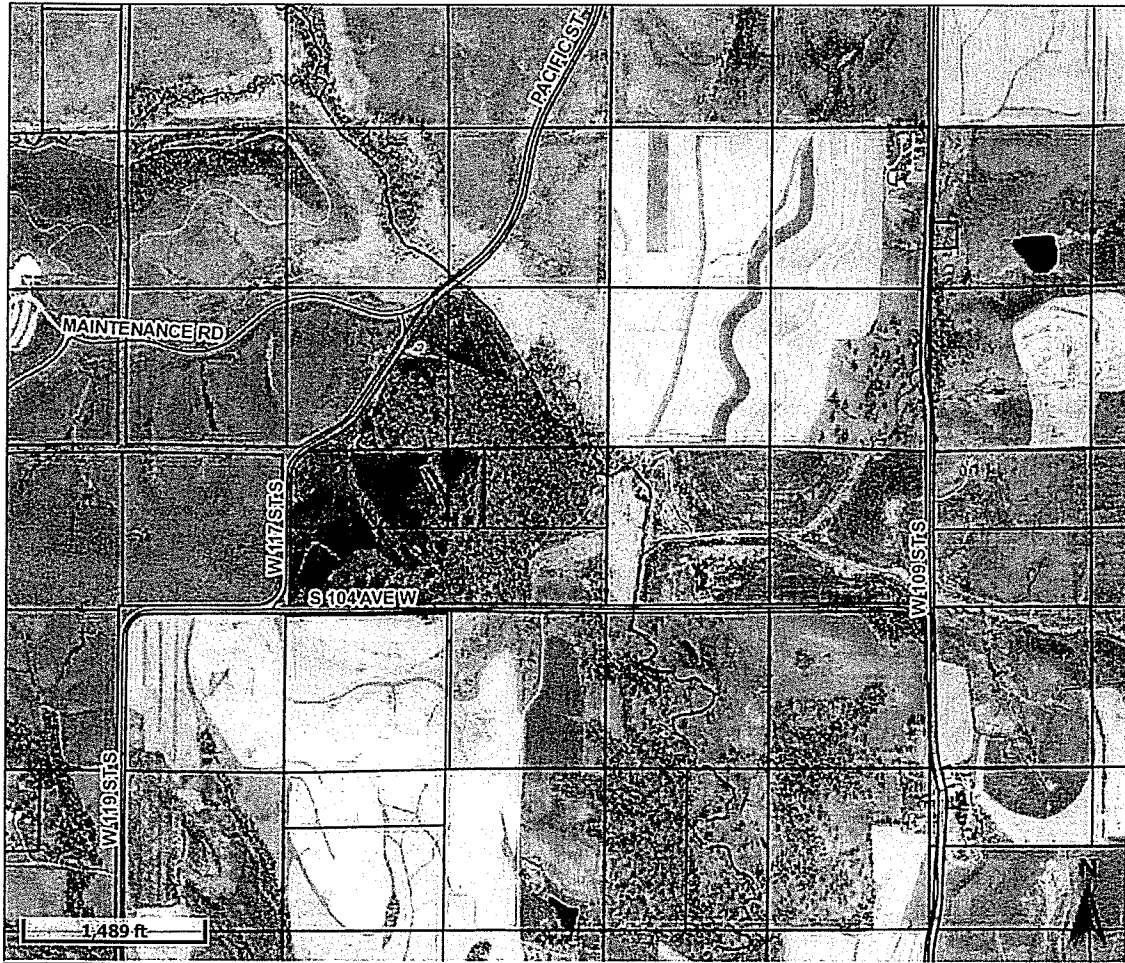
4. Notwithstanding section 716.7, subsection 2, paragraph “b”, subparagraph (2), entering or remaining upon an area service “C” classification road without justification after being notified or requested to abstain from entering or to remove or vacate the road by any person lawfully allowed access shall be a trespass as defined in section 716.7.

5. A road with an area service “C” classification shall retain the classification until such time as a petition for reclassification is submitted to the board of supervisors. The petition shall be signed by one or more adjoining landowners. The board of supervisors shall approve or deny the request for reclassification within sixty days of receipt of the petition.

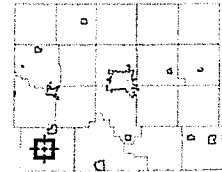
6. The county and officers, agents, and employees of the county are not liable for injury to any person or for damage to any vehicle or equipment, or contents of any vehicle or equipment, which occurs proximately as a result of the maintenance of a road which is classified as area service “B” or “C” if the road has been maintained to the level required for roads classified as area service “B” or “C”.

[S81, §309.57; 81 Acts, ch 100, §1]

96 Acts, ch 1103, §1; 2002 Acts, ch 1063, §10; 2003 Acts, ch 144, §5; 2013 Acts, ch 90, §242



Overview



Legend

- Parcels
- Corporate Limits
- Political Townships
- Roads**
- <all other values>
- County Hwy
- County Paved
- Federal
- Interstate
- Local

Parcel ID	1610300004	Alternate ID	036300	Owner Address	U S FISH & WILDLIFE SERVICE
Sec/Twp/Rng	10-78-21	Class	EX		FEDERAL BLDG
Property Address		Acreeage	38.00		FT SNELLING
					TWIN CITIES MN 55111-4056

District DMPC2
Brief Tax Description SECTION:10 TOWNSHIP:78 RANGE:21
 SW SW
 (Note: Not to be used on legal documents)

*NW Corner of Sec 22
 Start 500 east of the ~~intersection of W117th Sts~~*

Last Data Upload: 7/20/2014 2:47:53 AM

Jasper County Data Disclaimer

Please Read Carefully

This Jasper County Geographical Information System product contains information from publicly available sources that are subject to constant change. Jasper County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of this product, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.



developed by
 The Schneider Corporation
www.schneidercorp.com

LEVEL "C" ROADWAY DESIGNATION RESOLUTION

Number _____

WHEREAS, Jasper County desires to classify a certain stretch of roadway on the area service system to provide for a minimal level of maintenance and access by means of a gate or barrier; and

WHEREAS, the County, after consultation with the County Engineer, has the authority to specify certain roads within the County as Area Service "C" roads pursuant to Iowa Code Section 309.57 (2015) see attached reference Document 1 of 1; and

WHEREAS, Jasper County has received a written request from the adjacent landowners, see Attachment A, requesting that the Level "B" portion of **E 56th St S between Sections 12-78N-19W and 7-78N-18W of East Fairview and Elk Creek Townships in Jasper County** be classified as a Level "C" Area Service Road and gates be installed.

1. **Blading.** Blading or dragging will not be performed on a regular basis.
2. **Snow and Ice Removal.** Snow and Ice removal will not be performed on a regular basis. Sanding and salting will not be performed on a regular basis.
3. **Bridges.** Bridges on Area Service "C" Roads may not be maintained to carry legal loads but will be posted as appropriate to advise of any load limitations.
4. **Weed, Brush, and Trees.** Mowing or spraying weeds, cutting brush and tree removal will not be performed on a regular basis. Adequate sight distances will not be maintained as on a regular road.
5. **Structures** Bridges and Culverts may not be maintained on a regular basis to carry legal loads. Upon failure or loss, the replacement structures will be for traffic thereon.
6. **Road Surfacing.** There will be no surfacing materials applied to Area "C" Service roads.
7. **Shoulders.** Shoulders will not be maintained.
8. **Crown.** A crown will not be maintained.
9. **Repairs.** There will be no repairs on a regular basis.
10. **Uniform Width.** Uniform width for the traveled portion of the road will not be maintained.
11. **Inspections.** Regular inspections will not be conducted.
12. **Gate.** The gate shall be purchased and installed by the County, and maintained by the County.

WHEREAS, the only persons who will have access rights to the road shall be:

- (1) The owner, lessee, or person in lawful possession of any adjoining land.
- (2) The agent or employee of the owner, lessee or person in lawful possession of any adjoining land.
- (3) Any peace officer.
- (4) Any magistrate.
- (5) Any public employee whose duty it is to supervise the use or perform maintenance of the road.
- (6) Any agent or employee of any utility located upon the road.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY that this County does hereby establish the road described as an Area Service "C" road, with restricted access and a minimal level of maintenance.

Enacted this 5 day of April, 2016

Chairperson, Board of Supervisors
Dennis Stevenson

Board Member, Dennis Carpenter

Board Member, Joseph Brock

Attest: _____
Auditor, Dennis Parrott

ATTACHMENT 'A'

February 29, 2016

We, the land owners that border the level B dirt road, E. 56th St. South, request gates placed at each end of the dirt road. Destruction of the road and our properties has occurred repeatedly by 4-wheeling activity when it is muddy. Thank you for your consideration.

George Sjaardema

George Sjaardema

Lucille Sjaardema

Lucille Sjaardema

Pat Van Wyngarden

Pat Van Wyngarden

Shirley Viney

Shirley Viney

Joyce Ritter

Joyce Ritter

Reference 1

309.57 Area service classification.

1. The county board of supervisors, after consultation with the county engineer, and for purposes of specifying levels of maintenance effort and access, may classify the area service system into three classifications termed area service “A”, area service “B”, and area service “C”. The area service “A” classification shall be maintained in conformance with applicable statutes. Area service “B” classification roads may have a lesser level of maintenance as specified by the county board of supervisors, after consultation with the county engineer. Area service “C” classification roads may have restricted access and a minimal level of maintenance as specified by the county board of supervisors after consultation with the county engineer.

2. Roads within area service “B” and “C” classifications shall have appropriate signs, conforming to the Iowa state sign manual, installed and maintained by the county at all access points to roads on this system from other public roads, to adequately warn the public they are entering a section of road which has a lesser level of maintenance effort than other public roads. In addition, area service “C” classification roads shall adequately warn the public that access is limited.

3. Roads may only be classified as area service “C” by ordinance or resolution. The ordinance or resolution shall specify the level of maintenance effort and the persons who will have access rights to the road. The county shall only allow access to the road to the owner, lessee, or person in lawful possession of any adjoining land, or the agent or employee of the owner, lessee, or person in lawful possession, or to any peace officer, magistrate, or public employee whose duty it is to supervise the use or perform maintenance of the road. Access to the road shall be restricted by means of a gate or other barrier.

4. Notwithstanding section 716.7, subsection 2, paragraph “b”, subparagraph (2), entering or remaining upon an area service “C” classification road without justification after being notified or requested to abstain from entering or to remove or vacate the road by any person lawfully allowed access shall be a trespass as defined in section 716.7.

5. A road with an area service “C” classification shall retain the classification until such time as a petition for reclassification is submitted to the board of supervisors. The petition shall be signed by one or more adjoining landowners. The board of supervisors shall approve or deny the request for reclassification within sixty days of receipt of the petition.

6. The county and officers, agents, and employees of the county are not liable for injury to any person or for damage to any vehicle or equipment, or contents of any vehicle or equipment, which occurs proximately as a result of the maintenance of a road which is classified as area service “B” or “C” if the road has been maintained to the level required for roads classified as area service “B” or “C”.

[S81, §309.57; 81 Acts, ch 100, §1]

96 Acts, ch 1103, §1; 2002 Acts, ch 1063, §10; 2003 Acts, ch 144, §5; 2013 Acts, ch 90, §242

Galvanized 2-2/3 X 1/2 Corrugated Metal Pipes: No Spiral						
Diameter	Length	Gage	No. of Pieces	Ends	Price/Ft. Amount	Total Amount
18"	20'	16	12	Square	9.11	182.20
18"	30'	16	30	Square	9.11	273.30
24"	20'	16	10	Square	12.19	243.80
24"	30'	16	14	Square	12.19	365.70
Bands, Welded, Unbreakable: Band Bolts with Shoulder Nuts						
Diameter	Length	Gage	No. of Pieces	Notes	Price/Ft. Amount	Total Amount
24"	2'	16	8		24.38	195.04
48"	2'	16	6		47.40	284.40
Diaphragms						
Diameter	Length	Gage	No. of Pieces	Notes	Price/Ft. Amount	Total Amount
None needed at this time						
Delivery in: 3-4 WEEKS A.R.O.					Sub. Total	18,422.64
					Delivery	INCLUDED
					Total	18,422.64
Company Name: METAL CULVERTS, INC.						
Address: P.O. BOX 330						
City/State/Zip: JEFFERSON CITY, MD 65102						
Phone Number: (573) 636-7312						
Company Name: ERET MATHEWS, SALES REPRESENTATIVE						
Signature: <i>Eret Mathews</i>						

April 5, 2016

County officials of Jasper County, State of Iowa, met in the Board of Supervisors Room, Jasper County Courthouse, 101 - 1st Street North, Newton, Iowa, at _____ .M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Notes to the best and most favorable bidder for cash, subject to approval by the Board of Supervisors at _____ .M. on the above date.

In addition to the Municipal Advisor, who joined the meeting by telephone, the following persons were present:

* * * * *

This being the time and place for the opening of bids for the sale of \$3,720,000 (Subject to Adjustment per Terms of Offering) Taxable General Obligation Refunding Capital Loan Notes, Series 2016, the meeting was opened for the receipt of bids for the Notes. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The County Treasurer then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: _____

True Interest Rate (as-bid): _____%

Net Interest Cost (as-bid): \$ _____

In consultation with the County's Municipal Advisor, Public Financial Management, the County considered the adjustment of the aggregate principal amount of the Notes and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

All bids were then referred to the Board for action.

April 5, 2016

The Board of Supervisors of Jasper County, State of Iowa, met in _____ session, in the Board of Supervisors Room, Jasper County Courthouse, 101 - 1st Street North, Newton, Iowa, at _____ .M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$3,720,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016," and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$3,720,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$3,720,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____ %

Net Interest Cost: \$ _____

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

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Chairperson and Auditor are authorized to execute the same on behalf of the County.

Section 3. That all acts of the County Treasurer and other officials done in furtherance of the sale of the Notes are hereby ratified and approved. The Trustee is authorized and directed to secure SLGS on behalf of the County sufficient to fund the Refunding Trust.

PASSED AND APPROVED this _____ day of _____, 2016.

Chairperson

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF JASPER)

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2016.

County Auditor, Jasper County, State of Iowa

(SEAL)

EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information: Jennifer Hodge Burkett
309 East 5th Street, Suite 202A
Des Moines, IA 50309
(515) 242-8906

Taxpayer Information: Jasper County, Iowa
(Name & Address of Owner) c/o Jasper County Conservation Board
115 N 2nd Ave E
Newton, IA 50208

Return Document To: Rick Hoyer
C/o Dakota Access, LLC
11103 Aurora Avenue Bldg. 5
Urbandale, IA 50322

Grantors: Jasper County, Iowa
(Name of Owner)

Grantees: Dakota Access, LLC

Legal Description: See Page 2

Document or instrument number of previously recorded documents: N/A

PROJECT: DAPL/Dakota Access Pipeline 30"
TRACT NUMBER: IA-JA-015.910
COUNTY: Jasper

EASEMENT AGREEMENT

This easement agreement ("Agreement"), dated _____, 2016, is between **Jasper County, Iowa, on its own behalf and on the behalf of the Jasper County Conservation Board**, whose mailing address is **101 1st Street North, Newton, IA 50208** (hereinafter referred to as "Grantor", whether one or more), and **Dakota Access, LLC** whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee (i) a fifty foot (50') wide free and unobstructed permanent pipeline easement ("Pipeline Easement"), as more particularly described below, (ii) a temporary construction easement one hundred feet (100') in width and any such additional areas indicated on the Exhibit A more particularly described below ("Temporary Construction Easement"), and (iii) an easement not to exceed twenty five feet (25') in width for access to and from the Pipeline Easement and the Temporary Construction Easement ("Access Easement"). The Pipeline Easement, the Temporary Construction Easement, and the Access Easement (collectively, the "Easements") are being granted, sold, and conveyed from Grantor to Grantee for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will one pipeline not to exceed thirty inches (30") in nominal diameter, and any appurtenant facilities, in, over, through, across, under, and along land owned by the Grantor (hereafter the "Grantor's Property"), which is more particularly described as follows:

That certain tract of land situated in the S 1/2 NE 1/4; S 1/2 NW 1/4; W 1/2 SW 1/4 of Section 04, Township 80, Range 21 West of the 5th P.M., Jasper County, Iowa, said tract of land being 50 feet in width on each side of the center line of the main tract (now removed) of the Wisconsin, Iowa and Nebraska Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main tract center line was originally located and established over and across said Section 4, more particularly described in Deed dated October 7, 1991 from State of Iowa to Jasper County Conservation Board of Jasper County, Iowa recorded as Document No. 2913 in Book 974 Page 178, Office of the Recorder, Jasper County, Iowa.

Exhibit A attached hereto is a sketch or image of all or part of the Grantor's Property showing the approximate location of the Pipeline Easement, Temporary Construction Easement, and Access Easement. The precise location of the Temporary Construction Easement or "workspace" will be in an area immediately adjacent to the planned or actual Pipeline Easement and shall not exceed one hundred feet in width exclusive of the Pipeline Easement, and any such additional areas indicated on Exhibit A, if any.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee may supplement Exhibit A with a new Exhibit A-1 that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Pipeline Easement and the Access Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Pipeline Easement shall extend 25' outward in each direction at a 90 degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

It is further agreed as follows:

1. The right to use the Temporary Construction Easement and Pipeline Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of accessing, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids, and the products thereof, together with below-ground appurtenances (and also for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Pipeline Easement) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Grantor's Property.

a. Grantee shall have the right to select the exact location of the Pipeline Easement and the location of the pipeline within the Pipeline Easement, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Pipeline Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Pipeline Easement shall not exceed fifty feet in width.

b. The Temporary Construction Easement or workspace will be used to construct one pipeline and any appurtenant facilities in, over, through, across, under, and along the Pipeline Easement area. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate. Grantee shall have the right of ingress and egress over and across the Pipeline Easement (and the Temporary Construction Easement while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Pipeline Easement and the Temporary Construction Easement.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills within the Pipeline Easement Area to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project.

3. Grantee shall also have the non-exclusive right of unimpeded entry and access (hereafter "Access Easement") in, to, through, on, over, under, and across the Grantor's Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement. The approximate location of the Access Easement, if it involves property other than the Pipeline Easement and any existing roads on Grantor's Property, may be shown on Exhibit A and definitely located and described on the subsequent as-built survey and Exhibit A-1. If Grantor erects any fences across the Access Easement or Pipeline Easement (if permitted in accordance with other terms and conditions of this Agreement), Grantor must install a gate, and if any gate across the Access Easement is locked, Grantor must supply Grantee with a key. Grantor shall allow Grantee to install its own lock if Grantee so chooses, provided that the method of locking the gates allows both Grantor and Grantee to use its/his/her own key or lock to open the gate without further assistance.

4. The consideration paid by Grantee in this agreement, which is set forth on the Iowa Calculation Worksheet executed as of the same date as this agreement, includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's Property, excluding the Easements. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Pipeline Easement, Temporary Construction Easement, and Access Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.

5. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Pipeline Easement and will construct and maintain soil conservation devices on the Pipeline Easement as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface of the Temporary Construction Easement, Pipeline Easement, or Access Easement as nearly as reasonably possible as it was prior to the use of same and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the use of said Easements and completion of the work for which said

use was made, except for that part of the property within the Easements that is permanently altered in accordance with rights given under this Agreement.

6. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using those easement areas for agricultural, open space, set-back, density, street and roadway purposes, provided that any such use is not otherwise prohibited by applicable law and provided that such use does not cause a safety hazard or unreasonably interfere with Grantee's rights under this Agreement. Grantor is permitted, after review and approval by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Pipeline Easement which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install, upon Grantee's review and approval, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Pipeline Easement at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Pipeline Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Pipeline Easement. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

7. Grantor may not use any part of the Easements in a way that may damage, destroy, injure, and/or interfere with the Grantee's right to use said Easements for the purposes set forth in this Agreement. Grantor is not permitted to conduct any of the following activities on the Easements without the written permission of Grantee: (1) construct or permit the construction or installation of any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the Easements under this Agreement are being acquired may be placed, erected, installed or permitted to exist without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the easements under this Agreement are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor for damages.

8. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with its rights under this Agreement, including the operation of the pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities or use of the Easements.

9. Grantor shall retain all the rights to oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's Property cannot stray from the fenced pastures.

11. Grantee agrees that after it has exercised its rights to use the Easements in any manner that disturbs the surface of the Easements, it will restore the surface to the condition in which it was in prior to the immediately preceding

use of the Easement, except as the surface may be permanently modified in accordance with the rights granted under this Agreement.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Easements by Grantee, its servants, agents or invitees, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more assignees. The Pipeline Easement and Access Easement shall be in perpetuity, and provisions of this Agreement, including all benefits and burdens, shall run with the land. The undersigned Grantor(s) warrant(s) that it/he/she/they is/are the owner(s) of Grantor's Property and has/have authority to execute this Agreement on behalf of Grantor. Grantor hereby binds himself/herself/themselves/itself, his/her/their/its heirs, assigns, devisees, successors, and legal representatives to warrant and forever defend all and singular the above described Easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the pipeline and all related infrastructure and facilities shall at all times remain the property of the Grantee notwithstanding that the pipeline or those facilities may be annexed or affixed to the freehold or abandoned in place by Grantee.

15. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of the State of Iowa and all applicable federal laws.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon his/her/their/its respective heirs, devisees, representatives, successors and assigns. This Agreement, Exhibit A, and subsequent Exhibit A-1 and the as-built survey, may be recorded in the real estate records of the county or counties where Grantor's Property lies.

17. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

18. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed herefrom and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

EXECUTED this _____ day of _____, 2016.

GRANTOR:

Jasper County, Iowa
By: Dennis Stevenson, Chairperson of Board of
Supervisors
101 1st Street North
Newton, IA 50208

ATTEST:

Dennis Parrot, Jasper County Auditor

ACKNOWLEDGMENT

State of IOWA)
)ss
County of JASPER)

This record was acknowledged before me on the _____ day of _____, 2016, by Dennis Stevenson as Chairperson, of the Board of Supervisors of Jasper County, Iowa.

Notary Public

My Commission Expires: _____

**EXHIBIT A
TO EASEMENT AGREEMENT**

See attached.

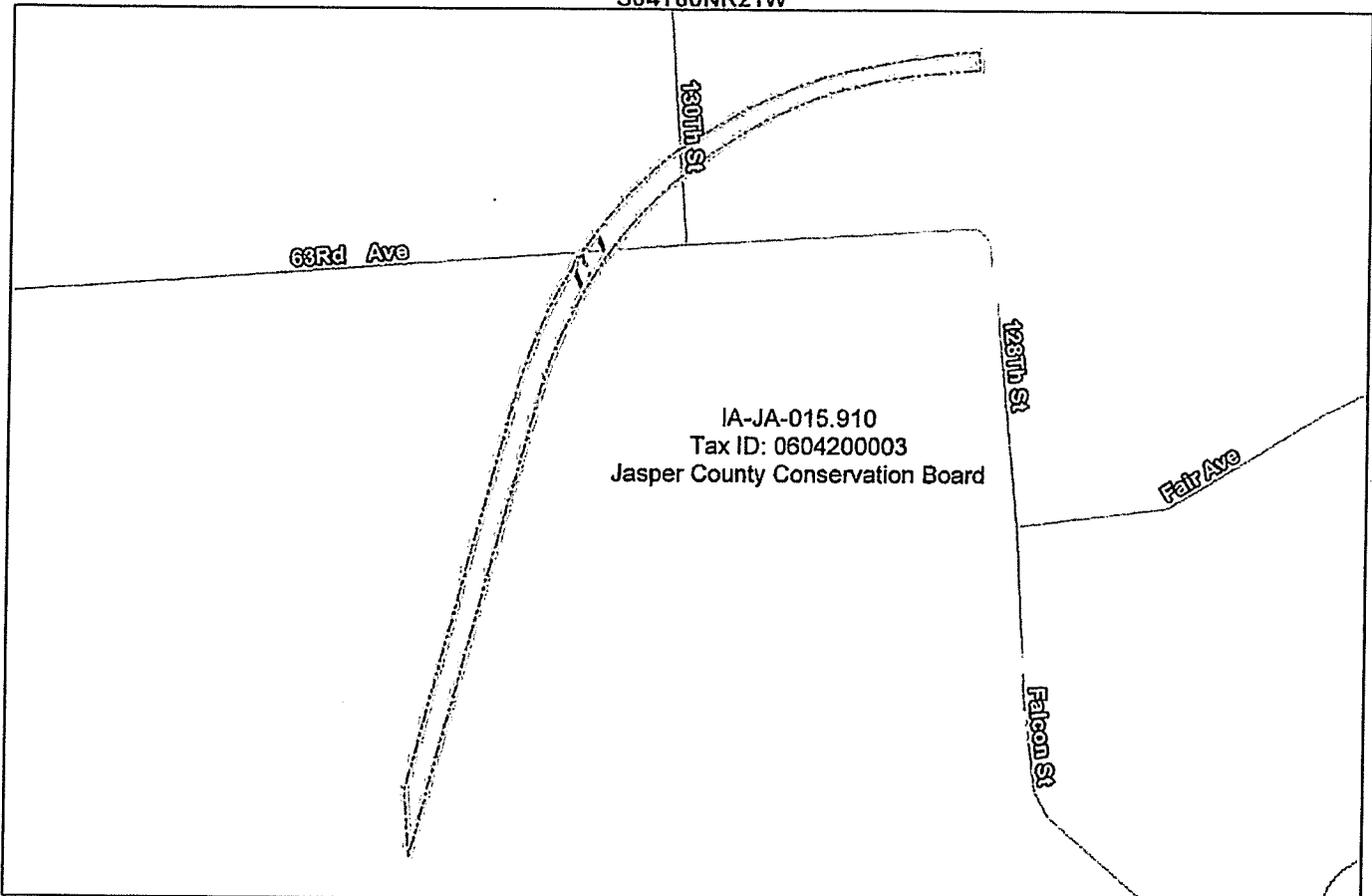
By initialing below, Grantor acknowledges that it has reviewed and approved the attached sketch, image or survey.

As stated in the Agreement, Grantor agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to supplement this Exhibit A with Exhibit A-1 and to file Exhibit A-1 by affidavit, to amend the Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to the Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement, as applicable.

Capitalized terms shall have the meaning provided in the Easement Agreement to which this Exhibit A is attached.

Grantor Initials: _____



Exhibit A
JASPER COUNTY, IA
S04T80NR21W




ROW Length: 122.53 = Rods 7.43
 Proposed Permanent Easement: 0.14 Ac
 Temp Easement/ Workspace: 0.00 Ac.
 Add Temp Easement/ Workspace: 0.00 Ac.


Areal calculations and linear distances were calculated using: NAD 1983 UTM Zone 15N

Tract No.: IA-JA-015.910


 DAKOTA ACCESS, LLC

Proposed Pipeline Easement Across:
 Jasper County Conservation Board



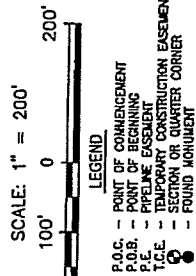
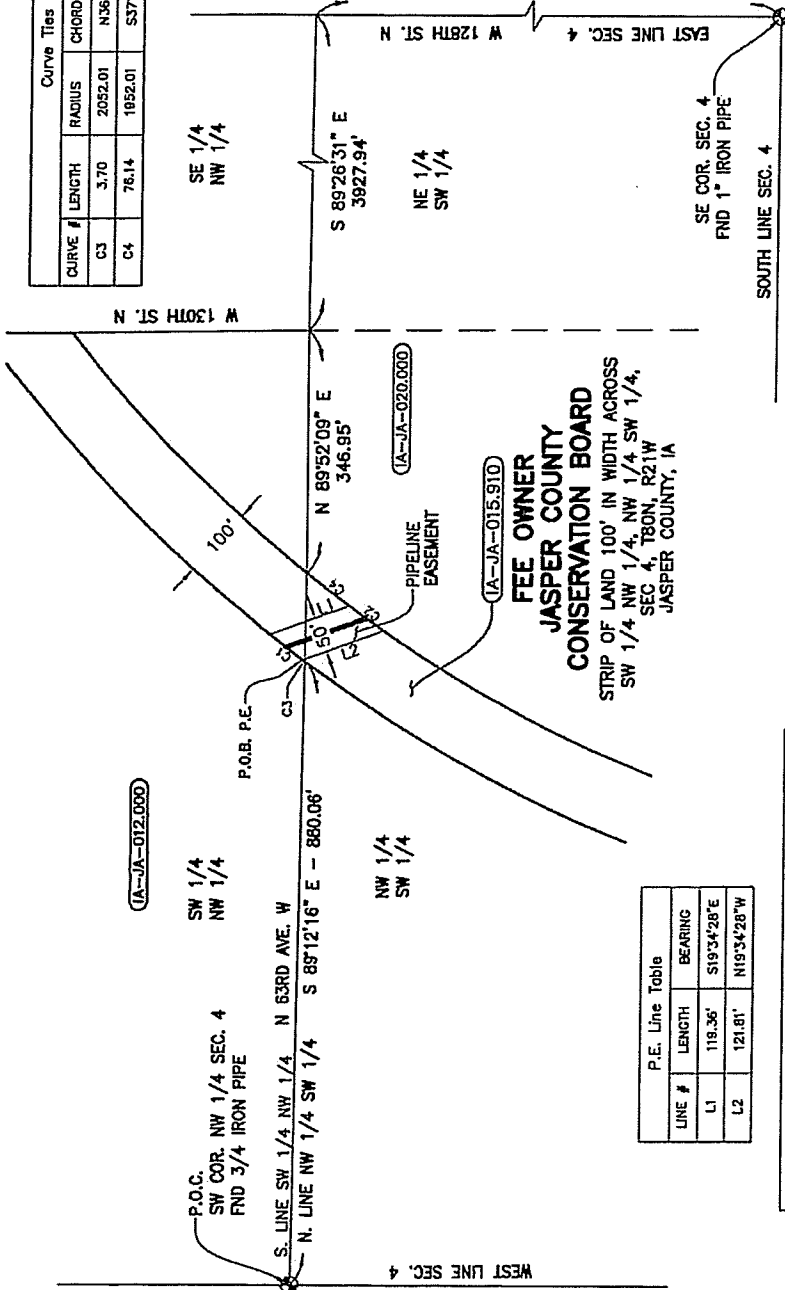
Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment, or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Agreement.

 Landowner Initials

JASPER COUNTY, IOWA

SECTION 4, TOWNSHIP 80 NORTH, RANGE 21 WEST OF THE 5TH P.M.

Curve Ties			
CURVE #	LENGTH	RADIUS	CHORD DIRECTION
C3	3.70	2052.01	N36°32'23"E
C4	76.14	1952.01	S37°30'23"W
			76.14'



NOTES:

- THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. BOUNDARY LINES SHOWN IN THEIR APPROXIMATE LOCATION PER DEEDS/TITLE COMMITMENTS.
- BASIS OF BEARING: NAD 83, UTM ZONE 15, USSF

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *Bradley R. Geater* DATE: 2/26/16
 BRADLEY R. GEATER LICENSE NUMBER 19828
 McCLURE ENGINEERING COMPANY
 1360 NW 121ST ST, CLIVE, IOWA 50325, 515-984-1229
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017
 PAGES OR SHEETS COVERED BY THIS SEAL: 2 SHEETS

FEE OWNER
JASPER COUNTY
CONSERVATION BOARD
 STRIP OF LAND 100' IN WIDTH ACROSS
 SW 1/4 NW 1/4, NW 1/4 SW 1/4, SW 1/4,
 SEC 4, T80N, R21W
 JASPER COUNTY, IA

LINE #	LENGTH	BEARING
L1	118.36'	S19°34'28"E
L2	121.81'	N19°34'28"W

CURVE #	LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	59.62	2052.01	N37°25'26"E	59.62'
C2	60.99	1952.01	S35°29'43"W	60.99'

LENGTH OF PROPOSED PIPELINE: 120.55 FEET = 7.31 RODS
 PIPELINE EASEMENT: (0.14 AC.)

REV.	DATE	BY	DESCRIPTION	CHK.
1	02/22/16	CD	BRG	
0	09/05/15	LAE	ETG	

PROJECT NO. DAKOTA ACCESS PIPELINE 10395700
WOOD GROUP MUSTANG, INC.
 1725 BARKROW, HOUSTON, TX 77064
 TEL: 462-895-8600



JASPER COUNTY
 DRAWN BY: LAE DATE: 09/05/15 DWG. NO.
 CHECKED BY: DATE: IA-JA-015.910
 SCALE: 1" = 200'
 IOWA REV. 1

**DAKOTA ACCESS PIPELINE PROJECT
IOWA CALCULATION WORKSHEET**

Tract Number: IA-JA-015.910

Date _____

Landowner Name: Jasper County Conservation Board

Permanent Easement and Temporary Work Space

ROW	<u>0.14</u>	(acres) X	\$ <u>16,000.00</u>	x	100%	=	\$	<u>2,240.00</u>
TWS	_____	(acres) X	\$ <u>16,000.00</u>	x	50%	=	\$	<u>-</u>
ATWS	_____	(acres) X	\$ <u>16,000.00</u>	x	50%	=	\$	<u>-</u>

Total Acres 0.14 TOTAL ROW COMPENSATION \$ 2,240.00

Crop Damages:

Crop Type	acres		Bushels	Tons	Bales		\$/Unit	\$/Crop
Corn	_____	X	Unit/Ac	_____	X		_____	_____
Beans	_____	X	Unit/Ac	_____	X		_____	_____
	_____	X	Unit/Ac	_____	X		_____	_____
Total Acres:	<u>0</u>		1st Year	100%	=	\$	_____	<u>-</u>
			2nd Year	80%	=	\$	_____	<u>-</u>
			3rd Year	60%	=	\$	_____	<u>-</u>

Total Crop Damages \$ -

Other Compensation to be Calculated:

Describe: Management Adjustment B-2 \$ 22,760.00

Calculate: X per Agreement =

Total Other Damages \$ 22,760.00

Total Damages \$ 22,760.00

Total Compensation \$ 25,000.00

AGENT: [Signature]
 LANDOWNER: _____
 LANDOWNER: _____
 LANDOWNER: _____
 LANDOWNER: _____

DATE: 4/1/2016
 DATE: _____
 DATE: _____
 DATE: _____
 DATE: _____

Resolution – _____, 2016
RESOLUTION BY JASPER COUNTY DRAINAGE
DISTRICTS ON CONSTRUCTION OF A HAZARDOUS
LIQUID PIPELINE OVER, ACROSS, OR BENEATH
COUNTY DRAINAGE DISTRICTS

WHEREAS, the Board of Supervisors, as trustees of individual drainage districts, (hereinafter Board) is responsible for the maintenance and management of the drainage districts, levee districts, multi-county drainage districts, and multi-county levee districts established under Iowa Code chapter 468 and located within the Jasper County; and

WHEREAS, Iowa Code section 468.2 provides: “That drainage of surface waters from agricultural lands and all other lands or the protection of such lands from overflow shall be presumed to be a public benefit and conducive to the public health, convenience and welfare;” and

WHEREAS, Drainage and levee districts are funded by the significant investment of benefitted landowners to drain and protect the ground to increase yields; and

WHEREAS, it is the duty of the Board to protect the investments made by landowners in drainage districts, levee districts, and lands that would benefit from being drained; and

WHEREAS, Iowa Code section 468.186 specifically addresses a proposed pipeline installation on, over, across, or beneath the right-of-way of any drainage or levee district; and

WHEREAS, Iowa Code section 468.186 mandates that a pipeline applicant, before beginning construction, obtain from the governing body of the drainage or levee district an easement to cross the district’s right-of-way; and

WHEREAS, Iowa Code section 468.186 provides that the governing body of the drainage or levee district may, as a condition of granting such easement, attach thereto such additional conditions as the district’s governing body deems necessary; and

WHEREAS, it is in the best interest of the public health, convenience and welfare for the Board to establish these additional conditions necessary for the Board to grant easements across drainage district, levee district, multi-county drainage district, and multi-county levee district right of way and to determine the applicability of such conditions to other lands contained within a drainage or levee district; and

WHEREAS, the Board has obtained input from the public, its counsel, drainage engineers, and from an interested pipeline company in order to make an informed determination of what conditions are necessary.

NOW THEREFORE BE IT RESOLVED

that in addition to the requirements in Iowa Code chapter 468, Iowa Code chapter 479B, and Iowa Administrative Code chapters 199 IAC 9 and 13, the Board instructs the Drainage District attorney to include the following conditions, pursuant to Iowa Code section 468.186, in any easement entered into or proposed for Board approval which provides easement rights for Construction of a Hazardous Liquid Pipeline Over, Across, or Beneath County Drainage Districts and which involve drainage district, levee district, multi-county drainage district, and multi-county levee district right-of-way.

REQUIREMENTS FOR CONSTRUCTION OF A HAZARDOUS LIQUID PIPELINE OVER, ACROSS, OR BENEATH COUNTY DRAINAGE DISTRICTS

The Applicant shall file an Application for an Easement for Construction of a Hazardous Liquid Pipeline Over, Across, or Beneath County Drainage Districts with each applicable district, listing each crossing or crossings associated with a single project of Drainage District Infrastructure and, upon agreement to such an Easement, shall be governed by these Requirements in the Easement and shall comply with all conditions contained therein.

1) Definitions

- a) Applicant – the entity requesting an Easement for Construction of a Hazardous Liquid Pipeline Over, Across, or Beneath County Drainage Districts. The Applicant filing the Application must be the owner of the Project. Applicant includes any and all assignees and successors in interest.
- b) Applicant Parties - Applicant and its contractors, and subcontractors, suppliers or designees and each of their representatives and permitted assigns.
- c) Application – An Application for an Easement for Construction of a Hazardous Liquid Pipeline Over, Across, or Beneath County Drainage Districts, which is the manner of requesting an easement from the Board.
- d) Board - The Board of Supervisors as trustees of individual drainage districts, levee districts, multi-county drainage districts, and multi-county levee districts.
- e) Board of Supervisors – the Board of Supervisors of Jasper County sitting as the Board of Supervisors.
- f) County – Jasper County, Iowa
- g) Crossing Fee - This fee shall only be deemed to reimburse a Drainage District for the easement granted at a crossing, publication costs, engineering costs, inspection costs, auditor’s cost, necessary copying, and legal services related to

the crossing. Said fee shall be paid in conjunction with the issuance of the easement and/or consent to cross the District's facilities.

- h) Drainage District – any drainage district, levee district, multi-county drainage district, and multi-county levee district created under Iowa Code chapter 468 that are identified in the Application.
- i) Drainage District Infrastructure - Improvements and infrastructure owned, controlled, or associated with drainage districts, levee districts, multi-county drainage districts, and multi-county levee districts including but not limited to underground tiles, open ditches, pumping stations, levees, and related facilities.
- j) Drainage Engineer – A licensed engineer designated by the Board. The Drainage Engineer may name a designee. The Board hereby appoints Derek Johnson as the Board's designated Drainage Engineer for all matters contained herein. The designated Drainage Engineer may be changed at any time by the Board. The Applicant will be notified of any such change. Derek Johnson may be reached: ISG, 510 East Locust Street, Des Moines, Iowa 50309; Phone (515) 243-9143. Where the term Drainage Engineer is used in this document the term also includes a designee or representative of the Drainage Engineer.
- k) Easement – That agreement between the Board and the Applicant granting rights to construct, manage and use a hazardous liquids pipeline over, across, or beneath specified drainage districts and which incorporates the terms herein.
- l) Emergency – An unplanned situation that presents a danger to life, safety or welfare of persons or the environment in or near the Easement area and which requires immediate attention for protection or remediation of such persons or environment.
- m) Parties – The Board, Drainage District, and Applicant.
- n) Project – The development, construction and operation of a hazardous liquid pipeline and associated facilities.
- o) Project Construction Area – The area of project construction including the right of way granted the Applicant and work limits identified in the Easement.
- p) Requirements - Requirements for Construction of a Hazardous Liquid Pipeline Over, Across, or Beneath County Drainage Districts

2) General Obligations of Applicant

- a) Within thirty 30 days from the Applicant filing an Application, the Board will provide the Applicant with access to all maps and other files related to the Drainage Districts. The Applicant acknowledges that the County's maps of the

Drainage Districts may not be accurate or complete, and the Board shall bear no responsibility for their accuracy; nor shall Applicant raise any such inaccuracy or incompleteness as a basis not to comply with the repair/restoration provisions herein.

- b) The Applicant shall then, no later than ninety (90) days prior to the start of the construction on the Project, furnish the Board with plats showing the location, including GPS coordinates, of the proposed construction and all proposed crossings of the Drainage District Infrastructure. If in view of such plats it is determined by the Board that such locations are in conflict with present or proposed Drainage District Infrastructure or the affirmative duty of the district to drain the land, and, for a justifiable and legitimate engineering reason, that a more desirable location is possible and the shift would not be in conflict with any state or federal requirements or siting restrictions, requirements or approvals, and/or the landowner(s) does not object to the relocation, the Applicant shall review such possible alignment changes with the Drainage Engineer. The Applicant and the Drainage Engineer shall work together in good faith to agree upon any alignment changes to be made pursuant to this Paragraph, taking into account the costs, benefits, feasibility, governing engineering principles, and the need to accommodate any present or proposed Drainage District Infrastructure and the affirmative duty of the District to drain the land. In the event the Applicant and the Drainage Engineer cannot agree upon the alignment changes to be made pursuant to this Paragraph, the Applicant and the Drainage Engineer shall mutually agree upon an independent, third party who is a licensed engineer in Iowa with experience in drainage to determine what alignment changes should be made pursuant to this Paragraph, taking into account the costs, benefits, feasibility, governing engineering principles, government approvals, and the need to accommodate any present or proposed Drainage District Infrastructure and the affirmative duty of the District to drain the land. The decision of such independent third party licensed engineer shall be binding upon the parties. The Applicant shall pay all fees and costs of the independent third party engineer. Applicant acknowledges that under Iowa law it cannot interfere with the drainage of the land and will make design changes to accommodate drainage if a more desirable location is not feasible.
- c) NO CONSTRUCTION IS TO COMMENCE ON ANY PORTION OF THE PROJECT WITHIN THE DRAINAGE DISTRICT RIGHT OF WAY WITHOUT APPROVAL OF A RESOLUTION BY THE BOARD OF SUPERVISORS STATING THAT ALL NECESSARY EASEMENTS AND AGREEMENTS ARE IN ORDER FOR THE PROJECT AND THAT PROJECT CONSTRUCTION CAN COMMENCE.
- d) The Applicant shall give the Board two (2) weeks prior notice of their intention to commence construction on the Project in the County. Said notice shall be made in writing to the Drainage Engineer and the County Auditor. Notice cannot be given until an Easement for the Project has been approved by the Board and

passage of a resolution by the Board of Supervisors stating that all necessary easements and agreements are in order for the Project and that Project construction can commence.

- e) Two weeks after notice as provided in according to section 2(d) above and in compliance with these Requirements, the Applicant shall be allowed to construct the Project at the Applicant's own expense and the Applicant shall pay all costs of any reconstruction, relocation, modification, or reinstallation of the Drainage District Infrastructure which may be necessary as a result of construction of the installation for which the easement was granted.
- f) If any portions of the Drainage District or Drainage District Infrastructure in or adjacent to the project construction area are damaged by the Applicant Parties as a result of the Project construction, the Applicant, at their sole expense, shall promptly repair such damage as directed by the Board, provided that such direction is not inconsistent with the requirements of 199 Iowa Administrative Code Chapter 9 or the terms of this easement. In the event the Applicant and the Drainage Engineer cannot agree as to the cause of and repair for any such damage, the Applicant and the Drainage Engineer shall mutually agree upon an independent, third party who is a licensed engineer in Iowa with experience in drainage to determine the cause of and repair for such damage. The determination of such independent third party licensed engineer shall be binding upon the parties. The Applicant shall pay all fees and costs of the independent third party engineer.
- g) Subsequent to construction of the pipeline, all additional costs of Drainage District Infrastructure construction, maintenance, improvement or reconstruction caused by the presence of Applicant's pipeline shall be paid by the Applicant. To receive compensation under this paragraph, the Board shall either present an invoice specifying the additional costs caused by the presence of the Applicant's pipeline which is accompanied by a written verification of the additional costs by the Drainage Engineer or reach an agreement with the Applicant on the project design and share of the cost to be paid by the Applicant during the planning of the Drainage District Facilities project.
- h) After construction of the installation has been completed in accordance with all conditions under which the easement is granted, the Drainage District shall maintain its facility at its own expense, and Applicant, or the Applicant's successors in interest, shall maintain the installation at the Applicant's or successor's own expense. If the Drainage District subsequently undertakes any maintenance, improvement, or reconstruction of its facility which requires the modification, relocation, or reconstruction of the installation, the expense of such modification, relocation, or reconstruction shall be borne by Applicant or the Applicant's successors in interest.

- i) The Applicant shall at any time subsequent to the commencement of construction, and at Applicant's sole expense, reconstruct or replace its installation as may be necessary to conform to new grade or alignments resulting from maintenance, improvement or construction operations of the Drainage District. The Applicant agrees to do this within one hundred twenty (120) days of receipt of written request from the Board, or such longer time period as the Board may specify, without cost to the Drainage District. Such reconstruction or realignment of Applicant's improvements shall be made in accordance with and approved by the Board. If the Applicant fails to comply with the time period specified above or such longer period as the Board may specify, the Applicant agrees that the Board may seek injunctive or other appropriate relief against it, requiring specific performance of such reconstruction or realignment. Applicant agrees that it shall be liable to the Board for any and all expenses of seeking such relief, including reasonable attorneys' fees, in the event the Board is required to seek such relief pursuant to this Paragraph.
- j) Applicant shall be responsible to remedy any damage caused by the Applicant Parties to the Drainage District and Drainage District Infrastructure arising from the operation, maintenance, or repair of the Project.
- k) Subsequent to construction of the pipeline, except in cases of an Emergency, Applicant shall provide Board with a minimum of forty-eight (48) hours advanced notice of any work to be performed by the Applicant Parties within the right of way of the Drainage District. The Board shall have the right to have a Drainage Engineer present during any such work. If proper notice is given pursuant to this Paragraph, such work shall not be delayed by the failure of a Drainage Engineer to be present during such work. Applicant shall be responsible for all costs incurred by the Board and the Drainage District, including expenses of the Drainage Engineer related to the Applicant's work within the right of way.
- l) As-Built Plans. As-built plans for all installations related to the Project shall be furnished to the Board within one hundred eighty (180) days of completion of construction that crosses Drainage District Infrastructure. Said plans shall include a plan, a profile and a location using the civil monument or GPS locations. All plans shall include exact GPS coordinates of all crossings of Drainage District Infrastructure. The Applicant agrees that the Board may seek injunctive or other appropriate relief against it, requiring specific performance of this Paragraph. Applicant agrees that it shall be liable to the Board for any and all expenses of seeking such relief, including reasonable attorneys' fees, in the event the Board is required to seek such relief pursuant to this Paragraph.
- m) At all times, the Applicant shall allow the Board, its designee, and its contractors unrestricted access to the Drainage District Infrastructure for any and all needs of the Drainage District as identified by the Board or Drainage Engineer. The Board agrees that it will comply with One Call notification programs before performing any work on the Drainage District Infrastructure that may reasonably come into

contact with, or otherwise impact the Applicant's pipeline. Applicant may send a watchman at their own expense to observe the work. Work shall not be delayed if a properly notified watchman is not present.

- n) If the Applicant fails on its own to properly repair any portion of the Drainage District or Drainage District Infrastructure that is damaged as a result of the Project as required hereunder, the Board may demand in writing that the Applicant repair same within thirty (30) days, or such longer period as the Board and Applicant may agree. If the Applicant fails to make such repairs within the 30 day period, or such longer period as the Board and Applicant may agree to, the Board may make such repairs and invoice the Applicant for the reasonable cost of such repairs. If the Board causes such work to be done, Applicant shall pay for the cost of the repairs within thirty (30) days of receipt of the invoice. If Applicant fails to pay within thirty (30) days, the Applicant shall be liable for all costs of the repairs which shall be collected by the County on behalf of the District in any court having jurisdiction. The Applicant shall be liable to County for reasonable attorney fees incurred by the County in pursuing payment.

3) Construction and Repair Standards

- a) Examination. The Board shall appoint a Drainage Engineer to inspect and approve all construction and repair activities by the Applicant that impact the Drainage District and Drainage District Infrastructure. The Applicant Parties shall keep the Drainage Engineer informed of the work schedule on Drainage District right of way and any changes to such schedule. A Drainage Engineer shall be present on the site at all times at each phase and separate activity of the opening of the trench, the restoration of underground improvements, and backfilling. If, however, proper notice is provided to the Drainage Engineer, the work performed by the Applicant Parties shall not be halted or delayed by the failure of the Drainage Engineer or its representative to be present on the site. All reasonable compensation, wages, mileage, and other legitimate expenses for said Drainage Engineer involving work in the Drainage District right-of-way shall be incorporated into the Crossing Fee. Said Drainage Engineer will be responsible for inspecting all crossings of Drainage District Infrastructure and shall have the authority to require the Applicant Parties to excavate and expose the crossing of any Drainage District Infrastructure where the Drainage Engineer believes it prudent to visually examine same. Further, said Drainage Engineer has the authority to request that the County Inspector present pursuant to Iowa Code § 479B.20 suspend construction in the event of imminent risk to persons or property resulting from Applicant's or Applicant Parties' activities. The Drainage Engineer shall specify to the Applicant and the County Inspector details relating to the imminent risk that the construction activity poses as well as a timeline for resuming activities. The Drainage Engineer and the Applicant shall work together in good faith with the County Inspector to determine whether any activity poses imminent risk to persons or property and the procedure and timeline for resuming activities.

- b) Construction Specifications. All crossings of the Drainage District Infrastructure shall be constructed or repaired by Applicant Parties in accordance with pre-construction plans and specifications agreed to between the Applicant and the Drainage Engineer which shall not be contrary to the requirements of 199 Iowa Administrative Code chapter 9. The construction and maintenance of Applicant's installation shall be carried on in such a manner as to not interfere with, nor interrupt the function of, any Drainage District Infrastructure. The Applicant shall be liable for any damages, including any crop loss or damage to property, caused as a result of any interference or interruption caused by the actions of Applicant or Applicant Parties.

- c) Interruption. In the event it becomes necessary to temporarily stop the normal flow of water in any Drainage District Infrastructure in order to permit the Applicant's construction, installation, and repair the following shall be done by the Applicant.
 - i) If the crossing involves a tile line, the replacement of tile with approved metal pipe or concrete pipe, in the manner approved by the Drainage Engineer, shall be performed as rapidly as possible. If the approved method of repair is impossible and the volume of water flowing in the tile is sufficient to create the possibility of crop loss or property damage, the Applicant will be permitted to temporarily block the tile line to prevent the flow of this tile water into the pipeline, or tile line ditch. In the event that this tile line is so temporarily blocked, the Applicant will be expected to provide sufficient pumping equipment to pump the impounded tile water across the construction ditch to the undisturbed tile line. Such temporary blockages of said Drainage District tile lines will be removed as rapidly as possible, and any tile repairs caused by this blockage will be immediately repaired at the Applicant's expense.

 - ii) If the crossing involves the crossing of a Drainage District open ditch that is carrying sufficient flow of water to make it necessary to place a temporary dam across said open ditch, such temporary dams may be constructed only upon approval from the Drainage Engineer and, if applicable, the permission of any private landowner owning property which must be accessed for the construction of such dam and the private landowner provides permission to place water that results from the dam on their property. The maximum elevation of this impounded water shall be determined by the designated Drainage Engineer and all excess water must be allowed to flow across the construction ditch through either a closed metal culvert pipe or by pumping. All temporary dam structures are to be removed as soon as the crossing is completed. The construction and removal of these dams to be in such manner that the smooth and efficient function of the drainage ditch is not impaired, with all costs and damages borne by Applicant.

- d) **Tile Repair Completion.** The Applicant will make all permanent tile line repairs within ninety (90) days following completion of construction in the County, adjacent to, over, across, or beneath any Drainage District Infrastructure, taking into account weather and soil conditions, unless a different schedule is agreed to by the Parties. All tiles will be repaired with materials of the same or better quality as that which was damaged and shall be of a size approved by the Drainage Engineer based on current ISU Extension Service Drainage Standards , and be subject to final approval of the Drainage Engineer. Applicant shall take photographs of all repairs to Drainage District Infrastructure prior to backfilling or covering the repair. Photographs shall bear the exact GPS location of the repair and be provided to the Drainage District within 30 days of completion of the repair. If the Applicant fails to make such repairs within the 90 day period, or such longer period as the Board and Applicant may agree to, the Board may make such repairs and invoice the Applicant for the reasonable cost of such repairs. If the Board causes such work to be done, Applicant shall pay for the cost of the repairs within thirty (30) days of receipt of the invoice. If Applicant fails to pay within thirty (30) days, the Applicant shall be liable for all costs of the repairs which shall be collected by the County on behalf of the District in any court having jurisdiction. The Applicant shall be liable to County for reasonable attorney fees incurred by the County in pursuing payment.
- e) If there is evidence that any portion of a Drainage District or Drainage District Infrastructure, including but not limited to drain tiles under roads utilized by construction traffic and drain tiles crossed by construction equipment, has been damaged by Applicant or Applicant Parties, those damaged tiles or other Drainage District Infrastructure shall be repaired by the Applicant at the Applicant's expense at the end of the Project construction in the County in a manner acceptable to the Drainage Engineer. The Drainage Engineer and Applicant shall work together in good faith to determine the cause of any damage covered by this Paragraph. In the event the Applicant and the Drainage Engineer cannot agree as to the cause of any such damage, the Applicant and the Drainage Engineer shall mutually agree upon an independent, third party who is a licensed engineer in Iowa with experience in drainage to determine the cause of such damage. The determination of such independent third party licensed engineer shall be binding upon the parties. The Applicant shall pay all fees and costs of the independent third party engineer. Paved public roadways with adjacent tiles shall have the road and tiles bored under the each. No open cut shall be permitted on a public roadway with tiles, unless otherwise agreed to by the County Engineer or the Iowa Department of Transportation. Nothing in this Paragraph shall be construed to require the Applicant to take any action inconsistent with Department of Transportation ("DOT") rules and regulations. Applicant and Applicant Parties shall temporarily install sufficient cover or other measures for load distribution to avoid damage to the Drainage District Infrastructure.
- f) **Compaction, Rutting and Soil Restoration.** The Applicant shall also be responsible at Applicant's expense to restore all land within the Drainage District

right of ways to its pre-construction condition as near as is practicable. Standards to be followed at a minimum are the Land Restoration Standards found in Iowa Code section 479B.20, Iowa Administrative Code 199 IAC 9, and the Applicant's Agricultural Mitigation Plan. The Drainage Engineer and the Applicant shall work together in good faith to make an onsite inspection of the completed restoration and determine compliance with the Land Restoration Standards found in Iowa section 479B.20, Iowa Administrative Code 199 IAC 9, and Applicant's Agricultural Mitigation Plan. In the event that Applicant and the Drainage Engineer cannot agree as to compliance as set forth herein, the Applicant and the Drainage Engineer shall mutually agree upon an independent, third party who is a licensed engineer in Iowa with experience in drainage to determine compliance as set forth herein. The determination of such independent third party licensed engineer shall be binding upon the parties. The Applicant shall pay all fees and costs of the independent third party engineer.

g) Crossing Specifications. All crossings of Drainage District Infrastructure shall be constructed by Applicant in accordance with the following specifications:

i) CROSSING OF OPEN DITCHES

- (1) Passage of the Applicant's installation in a horizontal plane five (5) feet below design grade of the drainage ditch, or deeper, as may be determined by the Board for a justifiable and legitimate engineering reason in consultation with the Drainage Engineer.
- (2) The above depth is to extend to a point two (2) times the design base width of the ditch either side of the centerline of the drainage ditch, unless the existing base width is greater than the design base width. If the existing base width is greater than the design width, the depth is to extend to a point two (2) times the existing width.
- (3) The preferred rate of slope for transition from a normal installation laying depth to crossings of drainage ditches shall not be steeper than 3:1. For a justifiable and legitimate engineering or constructability reason, a slope steeper than 3:1 may be approved by the Board in consultations with the Drainage Engineer.
- (4) If such ditch crossings occur at points of outlets of Drainage District Infrastructure or within twenty five (25) feet of said outlets, such outlet facilities must be relocated to a point no less than twenty five (25) feet from such crossings. Such relocations shall be at the expense of the Applicant and as directed by the Drainage Engineer in his or her sole discretion.
- (5) All crossing of open ditches shall be done by boring or open cut as agreed to by the Drainage Engineer following consultation with the Applicant. In

determining whether boring or open cut is proper, the Drainage Engineer and the Applicant shall work together in good faith, considering the costs, benefits, feasibility, applicable engineering principles, and the interests of the parties. In the event that Applicant and the Drainage Engineer cannot agree, the Applicant and the Drainage Engineer shall mutually agree upon an independent, third party who is a licensed engineer in Iowa with experience in drainage to determine whether boring or open cut is proper, considering the costs, benefits, feasibility, applicable engineering principles, and the interests of the parties. The determination of such independent third party licensed engineer shall be binding upon the parties. The Applicant shall pay all fees and costs of the independent third party engineer.

ii) CROSSINGS OF DRAINAGE DISTRICT TILE LINES

- (1) All proposed installations must be placed under the existing Drainage District tile lines, unless such installations can be placed above the existing Drainage District tile lines while maintaining a minimum of two (2) feet of separation between the installation and the existing Drainage District tile lines and a minimum of 48 inches of cover.
- (2) The minimum separation between the bottom of Drainage District tile lines sized in accordance with current ISU Extension Drainage Standards and installed with the top of existing tile being maintained, shall be two (2) feet, unless determined otherwise for a justifiable and legitimate engineering reason, by the Board in consultation with the Drainage Engineer.
- (3) Drain tiles may be crossed by either an open cut or by utilizing a bore. However, for open cut crossings, the Applicant shall replace the Drainage District tile with reinforced concrete pipe of sufficient size determined by the Drainage Engineer in accordance with current ISU Extension Drainage Standards. The concrete pipe strength is at the reasonable discretion of the Drainage Engineer but the minimum pipe strength is to be 2000D (Iowa Department of Transportation approved) with the standard tongue and groove joints. The Pipe is to have a minimum of three (3) bolt-type connectors at each joint. The pipeline shall be backfilled and compacted prior to placement of tile with 6 inches of 2" crushed stone cradle rock being placed under the tile. Dual Wall HDPE pipe may be substituted for concrete pipe at the reasonable discretion of the Drainage Engineer and installed with 6 inches of 2" crushed stone cradle rock being placed under the tile and backfilled in accordance with the manufacture installation requirements. In the event the Applicant and the Drainage Engineer cannot agree on the requirements or conditions of this Paragraph, the Applicant and the Drainage Engineer shall mutually agree upon an independent, third party who is a licensed engineer in Iowa with experience in drainage

to determine what changes should be made pursuant to this Paragraph, taking into account the costs, benefits, feasibility, governing engineering principles, government approvals, and the need to accommodate any present or proposed Drainage District Infrastructure and the affirmative duty of the District to drain the land. The decision of such independent third party licensed engineer shall be binding upon the parties. The Applicant shall pay all fees and costs of the independent third party engineer.

- (4) The length of tile to be replaced by any of the above alternates is as follows:
 - (a) Eight (8) inch tile and smaller: Six (6) feet either side of the top of trench excavated for the installation of pipeline, measured at right angles to the centerline of the crossing location.
 - (b) Ten (10) inch tile or larger: Ten (10) feet either side of the top of trench excavated for the installation of pipeline, measured at right angles to the centerline of crossing location.
- (5) If the Applicant's installation disturbs or requires replacement of any portion of a tile drain less than twenty inches in diameter, and a portion of such drain will remain wholly or partially exposed after the construction project has been completed, the portion which is to remain exposed and not less than three feet of such drain immediately on either side of the portion which is to remain exposed, shall be replaced either with steel pipe of not less than sixteen gauge or polyvinyl chloride pipe conforming to current industry standards regarding diameter and wall thickness.

4) Board's Representations, Warranties and Covenants

- i) Notice of Repair, Improvement, Maintenance or New Construction. The Board shall give the Applicant at least ninety (90) days written notice of the proposed repair, improvement, maintenance, or new construction of drainage facilities in a Drainage District that the Board believes may impact any of the Project facilities. The Board shall also give at least twenty-four (24) hours verbal (via telephone) notice of emergency maintenance repairs in the Drainage District that may expose, cover up or disturb any installation belonging to Applicant, so that Applicant may arrange to protect same. Emergency (24 hour) notice shall be given by calling Applicant at _____ or at such other number provided from time to time to the Board by the Applicant. The Board also agrees that it will comply with One Call notification programs before performing any work pursuant to this Paragraph.

- ii) Limitation on Liability. So long as Applicant receives the notice set forth in Section 4(i) above, the Board and the Drainage District shall have no responsibility for damages to Applicant's property occasioned by any construction or maintenance operation of the Drainage District subsequent to Applicant's installation, except for damages resulting from the willful misconduct or gross negligence of the Board and/or its representatives or agents.
- iii) Applicant shall be responsible for actual property damage caused by constructing and maintaining the Project. These damages are separate and distinct from any payment made to the Drainage District or Board for expenses, crossing fees or easements. The determination of these damages shall be by the Board exclusively; provided, however, that Applicant maintains its right to seek judicial review of any such damage determination of the Board in accordance with Iowa Code Chapter 468. Damages shall not be duplicative of damages claimed by and paid to landowners. Payment shall be made by the Applicant within thirty (30) days of the Board's determination.

5) Notices

- a) Written Notice. Any notice, demand, or other communication "Notice" related to these Requirements shall be in writing and given personally or by registered or certified mail return receipt requested. A courtesy copy of the Notice may be sent by facsimile transmission or electronic mail.
- b) Notices shall be given to the Parties at their addresses set forth below.

Jasper County
c/o Jasper County Auditor
Jasper County Courthouse
100 First Street North
Newton, IA 50208
E-mail: auditor@jasper.ia.us
Phone: 641-792-7016
Attention: Auditor

Dakota Access LLC
Attn: Legal Department
1300 Main Street
Houston, Texas 77002
Fax: 713-989-1212

- c) By providing Notice to the other party, any party may at any time designate a different address or person to which such notice or communication shall be given.

- d) Notice by hand delivery shall be effective upon receipt.
- e) Notice to Applicant Parties. Applicant agrees to provide a copy of these Requirements to the Applicant Parties and advise same of their obligation to comply. The Applicant shall be responsible to make certain all of its contractors, subcontractors, agents, employees and representatives comply with all Requirements contained herein.
- f) Applicant acknowledges an affirmative duty to keep notification information current.

6) Indemnity

With respect to claims made by third parties, Applicant agrees to indemnify, protect, and defend the County, Board and Drainage District from and against any and all demands, liens, claims, or causes of action and any and all liability, costs, expenses, and judgments incurred in connection therewith (including court costs and reasonable attorney's fees), whether arising in equity, at common law, or by State, Federal, local or other statute, rule or regulation, including environmental law, or under the law of torts (including negligence and strict liability) ("claim") relating to the Project and/or resulting from or arising out of the use of the easement by Applicant, its servants, agents or invitees and to the extent caused by the Applicant Parties proportionate share of negligence, negligent actions or inactions, provided, however, that Applicant's contractual obligation of indemnification shall not extend to the percentage of the claim attributable to the County or Drainage District's negligence, willful misconduct, or strict liability imposed upon the County or Drainage District as a matter of law.

7) Miscellaneous Provisions

- a) Assignment. The Applicant's interests are transferable. However, assignee is required to comply with all Requirements set forth herein.
- b) Binding Effect. These Requirements contained herein shall be binding upon, and inure to the benefit of, the Applicant, Drainage Districts and their respective heirs, successors (by merger, consolidation or otherwise) and permitted assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Area, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- c) Iowa Law. The Application and Requirements are entered into under the laws of the State of Iowa, and Iowa law shall apply to the interpretation hereof. Any legal action to enforce or interpret these Requirements or Application shall be brought exclusively in Iowa District Court in Jasper County, or, if there is a basis for

federal question jurisdiction, in the United States District Court for the Southern District of Iowa, and the Parties hereby waive all objections to the jurisdiction and venue of these courts.

- d) Severability. If any provisions of the Application and Requirements are determined to be unenforceable, invalid or excessive, the Application and Requirements can thereafter be modified, to implement the intent of the Applicant and Board to the maximum extent allowable under law and the remainder of the Application and Requirements shall remain unaffected and in full force and effect.
- e) Agent for Service of Process. The Applicant shall appoint an agent for service of process in Iowa and register such address with the Secretary of State. If the Applicant designates a different Agent or person who is authorized to accept service of any process resulting from this Easement, Applicant shall provide written notice setting out the name, address and telephone number of said agent to Board within thirty (30) days of filing Application.
- f) Insurance. Before starting construction and to the extent of Applicant’s indemnity obligations hereunder, Certificates of Insurance or self-insurance naming the Board as an additional insured for the Project shall be filed by the Applicant for itself and for the Applicant Parties, with the County Auditor . Applicant shall also certify that the insurance does not contain exclusion for environmental pollution or Applicant shall provide an alternative environmental pollution policy that meets the minimum requirements as defined below. This insurance shall be written for not less than the following limits:

	Statutory Limits
i) Workers’ Compensation	
ii) Contractor’s Liability and Property Damage	
Bodily Injury	\$1,000,000
Each person	\$1,000,000
Each Accident	\$5,000,000
iii) Property Damage	
Each Accident Aggregate	\$5,000,000
iv) Automobile	
Liability and Property Damage	\$1,000,000
Bodily Injury	\$5,000,000
Each Person	\$1,000,000
Each Accident	\$5,000,000
Property Damage	\$1,000,000
Each Accident Aggregate	\$5,000,000

- v) Commercial General Liability and Umbrella
 - Liability Insurance \$10,000,000 each occurrence Applicant shall maintain Commercial General Liability (“CGL”) Insurance in a limit of not less than \$10,000,000 each occurrence. This required minimum limit may be met through a combination of primary and excess liability policies. The CGL Insurance shall cover liability arising from premises operation,

independent contractors, personal injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. Applicant shall obtain coverage for liability arising from pollution, explosion, collapse, underground property damage caused by Applicant, its employees, contractors, representatives, and agents to the extent of its indemnity obligations hereunder.

- a) Included in the CGL Policy or a separate Policy, Grantee must have insurance for sudden and accidental environmental pollutant liability caused by Applicant, its contractors, representatives, and agents in connection with the project and use of the easement. Coverage shall be maintained in an amount of at least \$10,000,000 per loss event.

These limits shall be adjusted every 10 years to reflect the changes over that time in the U.S. Bureau of Labor Statistics' CPI-U index.

- vi) Remedies available to the Board: In the event that Applicant should fail to comply with any provision of the insurance section of this ordinance, then the Board may provide Applicant with a written notice by service of process as allowed by the Iowa Rules of Civil Procedure upon Applicant or by certified mail upon Applicant at Applicant's last known address. Such notice shall specify the default and shall allow Applicant 30 days to cure the default and/or contest that a default exists. In the event that Applicant fails to cure the default within such time,

the Board may seek an injunction from the Iowa District Court for Jasper County against the Applicant concerning the operation of a pipeline and shall be entitled to enjoin any and all operations until such time as the Applicant shall cure said default.

The Board shall be entitled to collect from Applicant all reasonable attorney fees and expenses relating to any injunction as arising under this subsection.

The above remedies are not exclusive. The Board shall be entitled to use or devise any other remedy to the Board at law or in equity.

- vii) Proof of Insurance: Applicant shall cause certificates of insurance evidencing all of the above insurance policies and coverage to be provided promptly to the County upon request by the Board but no more than one time annually.
 - a) All of the above required insurance policies shall reflect that the Board will receive thirty (30) days' prior written notice of cancellation in coverage and shall reflect that the insurer has waived any right of subrogation against the Board.

- viii) Term: These insurance requirements shall remain in effect for the term of the easement.
- g) Timely Performance. Time is important in the performance of each and every obligation to be performed by the Applicant and Board hereto.
- h) Nothing in the Application and Requirements shall be interpreted to restrict the Drainage District's use and enjoyment of the easement created by Iowa Code section 468.27. Unless otherwise stated, the Drainage District's easement shall be 150 feet on either side of the center line of the drainage improvement. The Drainage District maintains all rights of ingress and egress to the easement and the drainage improvement.
- i) Applicant agrees to pay a one-time Crossing Fee of \$7,500 per crossing. This fee shall only be deemed to reimburse the Drainage District for the easement granted at a crossing, publication costs, engineering costs, inspection costs, and legal services related to a crossing. Said fee shall be paid in conjunction with the issuance of the Easement.
- j) The Easement agreed to by the Board is subject to existing regulations and statutes, which may be promulgated or enacted.
 - i) This shall include, but not be limited to, Applicant agreeing to comply with land restoration rules and requirements set forth by Iowa Utilities Board in 199 Iowa Administrative Code Chapter 9 and requirements of Iowa Code 479B.20 and in connection with abandonment, 49CFR part 195 and Iowa Code Section 479B.
- k) Any requirement of this Easement as to design specifications or time periods may be altered or amended by agreement in writing between the Board, in consultation with the Drainage Engineer and Drainage Attorney, and the Applicant.
- l) The Easement is valid so long as Applicant is in compliance with its terms. If the Applicant is not in compliance with the terms of the Easement, the Applicant agrees that the Board may seek injunctive or other appropriate relief against it. The Applicant shall be liable to the Board for any and all expenses of seeking such relief, including reasonable attorneys' fees, in the event the Applicant is found by a Court to be in material, uncured breach of a specific requirement of the Easement.

-END-

March 29, 2016

Tuesday, March 29, 2016 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter, Brock & Stevenson present and accounted for; Chairman Stevenson presiding.

Buildings and Grounds Director Adam Sparks presented to the Board quotes to install a flat bed on the maroon maintenance truck and they are as follows:

Thomas Bus Sales, Inc.	\$3345
Hawkeye Truck Equipment(no side rails)	\$3550
Truck Equipment, Inc. (no side rails)	\$2640
Truck Equipment, Inc. (no side rails)	\$2909

Motion by Brock, seconded by Carpenter to approve the purchase and installation of a Knapheide Gooseneck Platform flat bed from Truck Equipment Inc., for the price of \$2,640.

YEA: CARPENTER, BROCK, STEVENSON

The Supervisors discussed the recommendation from The PFM Group to use an electronic bidding process for the sale of the 2007b bonds set for Tuesday, April 5, 2016.

Motion by Carpenter, seconded by Brock to adopt Resolution 16-13 approving electronic bidding procedures for the bond re-financing sale to be held Tuesday, April 5, 2016.

YEA: BROCK, CARPENTER, STEVENSON

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

Motion by Brock, seconded by Carpenter to approve the Business Property Tax Credits for the 2015 Assessment Year.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Carpenter, seconded by Brock to set a public hearing on a FY15/16 budget amendment for Tuesday, April 5, 2016 at 9:30 a.m. in the Board of Supervisor's room, room 203 of the Jasper County Courthouse.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Brock, seconded by Carpenter to approve Board of Supervisors minutes for 03/22/2016.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Brock, seconded by Carpenter to appoint Bill Ward to the Assessors Examining Board.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Brock, seconded by Carpenter to appoint John Jennings to the Cemetery Commission Board replacing Barb Hug term to expire 12/31/2018 and Jane Crucheloe to the Cemetery Commission Board, replacing Beverly Cross term to expire 12/31/2017.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Carpenter, seconded by Brock to approve the Preliminary Official Statement concerning the \$3,720,000* Taxable General Obligation Refunding Capital Loan Notes, Series 2016.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Brock, seconded by Carpenter to adjourn the Tuesday, March 29, 2016 meeting of the Jasper County Board of Supervisors.

YEA: BROCK, CARPENTER, STEVENSON

Dennis K. Parrott, Auditor

Denny Stevenson, Chairman