

AGENDA
REGULAR DRAINAGE MEETING
Wednesday, April 13, 2020 9:30 AM
Large Conference Room

County Buildings are closed to the public due to Covid-19 concerns, this meeting will be open to the public via conference call only. The meeting date and time will remain the same. You may call at that time to access the hearing by following the instructions below:

To access the meeting call: **1-(312)-626-6799**, when prompted enter meeting ID code: **662 016 552**

You can also access the meeting online at:

<https://zoom.us/j/662016552>

1. Open Meeting
2. Approve Agenda
3. Approve Minutes

Documents:

[04-22-2020 - DRAINAGE MINUTES.PDF](#)
[05_06_2020 - DRAINAGE MINUTES.PDF](#)

4. Approve Claims For Payment
5. DD 14 WO 290 - Discuss W Possible Action - Investigation Summary

Documents:

[DD 14 WO 290 INVESTIGATION SUMMARY 05_11_20.PDF](#)

6. DD 14 WO 291 - Discuss W Possible Action - Investigation Summary

Documents:

[DD 14 WO 291 INVESTIGATION SUMMARY 05_11_20.PDF](#)

7. DD 167 WO 208 - Discuss W Possible Action - Repair Summary

Documents:

[DD 167 WO 208 REPAIR SUMMARY - ABRIDGED - 05_07_20.PDF](#)

8. DD 55-3 Lat 12 WO 201 - Discuss W Possible Action - Update

Documents:

[DD 55-3 LAT 12 WO 201.PDF](#)
[CONSENT LETTER - RAILROAD.PDF](#)
[CONTRACTORS RIGHT OF ENTRY AGREEMENT RAILROAD.PDF](#)

9. DD 122 & DD 8 Lat 2 Warranty Review - Discuss W Possible Action
10. Discuss W Possible Action - IRUA Correspondence

11. DD 52 WO 215 - Discuss W Possible Action - Claim For Crop Damages

Documents:

[DD 52 - CLAIM FOR DAMAGES 2020-4 TRACY BELOW.PDF](#)

12. Other Business

13. Adjourn Meeting

REGULAR DRAINAGE MEETING
Wednesday, April 22, 2020 9:30 AM
This meeting was held electronically due to Covid-19 concerns.

4/22/2020 - Minutes

1. Open Meeting

Hardin County Drainage Trustee Chairperson Lance Granzow opened the meeting. Also present were Trustee BJ Hoffman; Trustee Renee McClellan; Angela De La Riva, Economic Development; Lee Gallentine of Clapsaddle-Garber Associates (CGA); Jeremy Rogness of Rogness Brothers Excavating; and Denise Smith, Drainage Clerk.

2. Approve Agenda

Motion by Hoffman to approve the agenda. Second by McClellan. All ayes. Motion carried.

3. DD 102 - Discuss W Possible Action - Wetland Project #HAR862018C Rock Bedding Alternative & Reclassification

DD 102 - The rock bedding alternative on the Wetland Project and reclassification for DD 102 were discussed. Smith stated when we spoke about this last week, the Trustees may have had questions for the contractor, Smith contacted Rogness Brothers Excavation, and got contact information for Jeremy Rogness if the Trustees would like to call and ask any questions the Trustees are able to do that today. McClellan stated she knows Perry is concerned about the cost, and the recommended depth is halfway up the pipe, and it was discussed there would be no traffic over the pipe, McClellan would feel better if we could get more information. Granzow stated it is a concrete pipe and the recommendation for the rock bedding was bid as an alternate, this is just an inexpensive insurance against future issues. Granzow stated we can call Rogness and ask if we just use the rock bedding in the bottom of the trench or does it need to go halfway up, and if it were just across the bottom, would that reduce the cost. Gallentine stated we are back to the same conversation we have had for a while - are we installing to municipal standards or ag standards, if it is ag standards you can spoon it in with no rock at all, if it is municipal standards, you would have to put rock in. McClellan stated it is in a low traffic area, with little or no traffic over the top of it, however the majority of the postcard responses said yes to the rock bedding.

Hoffman stated we have usually voted with the landowner's decision, and would like to follow the postcard vote, Hoffman wanted to ensure that the postcards were sent out to parcel owners as one vote per parcel, not like husband and wife each got a vote, to make sure we have an accurate data set. Hoffman asked Smith if she felt we had an accurate representation of the votes. Smith stated yes, landowners only received one postcard per parcel, and only one vote is recorded per parcel regardless of how the ownership is split. Hoffman asked if it was a fairly unanimous decision, Smith stated yes, it was 14 in favor of the bedding and 2 opposed. Hoffman stated he feels comfortable going with the rock bedding as that insurance policy, and we did our best to educate, inform and involve the landowners, and feels more comfortable going forward that we take the opinions and vote of the people paying these bills seriously and into consideration. McClellan tends to agree but wonders if we really need to go halfway up the pipe or could we just use the rock in the base of the trench.

Granzow stated he is concerned if the ground is bad underneath, and we should have our drainage engineer present, not the whole time, but present to see what type of soil is there, and that needs to be an on the ground call at that time. McClellan agreed. Granzow stated if we find we have good soil types present, and the drainage engineer is not concerned about it, then we don't need the rock, but if we have bad soil then we need the rock regardless, and our drainage engineer, not their engineer, can recommend doing the rock. Hoffman agreed, if we can make it so an observer from CGA could be on-site and if soil types are bad, CGA could let Smith know and do a 24 hour notice for a drainage meeting, he would feel very comfortable doing it that way with a change order. Granzow stated he is more comfortable with that, we are just looking at cheap insurance now, not if it is actually needed, if it is needed, we have the price, we can go with it. Granzow agrees with McClellan's question if it needs to be halfway up the pipe. Hoffman stated what is in the illustration, on the top right looks adequate, and asked Gallentine if that would be adequate if we needed the bedding. Gallentine stated if we run into bad soils you would need the top left illustration, if we do not run into bad soils, you probably don't need any rock. Granzow stated he wants that judgment call from CGA when they are digging, it will not cost that much more to have CGA on-site, but this information is for Granzow's own judgement call on whether Gallentine feels we need it or not and it can be put in the records by having CGA there, stating yes you need it or no you don't, it is not putting CGA on the line as the Trustees will still make the decision. Granzow went on that by not looking at it, it is negligence on our side also. Gallentine stated it is cheap insurance, but there is such a thing as being overinsured and understands the Trustees position.

Granzow asked if we should call Rogness Brothers to see if this is feasible. McClellan stated we can call and let them know that is what our plan is. Hoffman stated that would be a good idea, as not to surprise the contractor later. Gallentine stated this would be just for construction downstream of the wetlands. Jeremy Rogness was called by the Trustees. Granzow stated we have some questions on the rock bedding alternative bid on the main tile, we included the rock bedding alternative as cheap insurance in case we needed it, but if it is not needed, we don't really need to do it and spend that extra money on the district, but we won't know that until we dig into the ground. Rogness agreed, and assumed as we are laying RCP pipe, the rock bedding will not be needed unless the soil type or conditions are adverse to the point that it would be needed, if soil conditions are proper, we will lay RCP pipe and you will not need the rock bedding. Granzow stated the Trustees feel the same way. Gallentine asked if the pipe would be spooned in. Rogness stated yes the pipe would be spooned in, Gallentine stated that will help a lot also. Granzow introduced Gallentine, our drainage engineer, and stated the Trustees would like Gallentine to be present when they are ready to install pipe, and that Gallentine will know as fast as Rogness will if the rock bedding is needed, then Gallentine can report to the Trustees the need for a change order to add the rock bedding. Rogness stated if we were going to have to need rock bedding on the RCP pipe, it would only be on the bottom of the trench, it would not be the same as HDPE pipe, where you need it to the top or over the top of the pipe. RCP pipe has the rock and reinforcement in it already, really the rock bedding if it is needed for the RCP pipe would only be for the bottom third of the pipe.

Granzow stated when we had the alternate bid done, it specified the rock bedding up to the middle of the pipe, and asked if this would reduce the cost by doing this only on the bottom third. Rogness replied, yes it would reduce the cost but could not give a figure at the moment as he is not in the office, and does not have the plans with him. Rogness stated his intention is to not use the rock unless it is necessary. Granzow stated he was glad to hear it. McClellan stated we will plan on having CGA out for observation and asked Lee to coordinate with Rogness. Rogness stated when he supplied his construction contract to the department, Rogness is slated to start the project around the 1st of June. Granzow stated if it were up to him, he would decline the rock alternative portion of the bid as Rogness is not proposing going halfway up the pipe as the alternate stated. Rogness stated in his opinion he would not award the alternative rock bedding, the way Rogness interpreted the bid was that it wasn't for spot use it would have been to rock bed the whole pipe. Gallentine stated he thinks that is how the Department bid it at the District's request, but what the Trustees would like to go back to is for spot usage depending on soil types. Rogness stated his intention is to spoon the trench, and if that can be done it will be a substantial savings to eliminate the rock, which basically takes you back to where the base bid was of not using the rock. Gallentine stated if the soils stay decent there is no cost to the district other than us going out and looking at it. Hoffman stated this was good news. The Trustees thanked Rogness for his information and participation.

Motion by Hoffman to instruct CGA to be on site during the installation of the RCP portion of the main tile installation, and if soil conditions are not adequate, CGA will instruct the contractor to install rock bedding after coming to the Drainage Trustees for approval. Second by McClellan.

In further discussion on the motion, Granzow asked if CGA would be out there the entire time. Hoffman stated on other projects soil conditions changed during construction, and having CGA out on-site during the construction of the main would be beneficial. Granzow asked if Hoffman would like to have CGA contact the Trustees via email for an instant answer or to have us come back for a meeting. Smith stated if the Trustees would like to have a meeting, we do require 24 hours notice to post the agenda. Hoffman stated if we have something in our minutes that states if and when the CGA engineer determines the soil types are not adequate, the change order will automatically be approved. Granzow asked if CGA has the authority to contact us via a quick phone call or email, so CGA is not making a sole decision on this, we say yes in writing in an email and we are already a yes if it is needed.

All ayes. Motion carried.

Hoffman motioned to give CGA the delegated authority if the soil conditions on the main tile line that includes RCP are not favorable, to give the Trustees notice, and with electronic communication, initiate rock bedding on the DD 102 Wetland Project. Second by McClellan.

In further discussion on the motion, Gallentine stated, if I understand this correctly, CGA will be out there while they put in the main tile downstream of the wetland, if soil conditions appear that we need to use rock, we have the authority to do so but we need to let the Trustees know. Granzow asked if this means that CGA needs to be out there the entire time. Gallentine stated he did not think they would need to be present the entire time during construction, it depends on how quickly the contractor moves, but there is no doubt that soil conditions can change quickly. Granzow does not disagree with that especially if the contractor is only doing 20' a day, it will be up to CGA to decide how much they need to be out there based on progress, Gallentine stated it is different if the contractor is doing 200' a day.

All ayes. Motion carried.

Gallentine asked if we are going forward with the reclassification on DD 102. Granzow stated he feels we should have the reclass done, as it is basically a new project once the wetland is done, and the old assessment will not be accurate. Gallentine agreed. McClellan stated in the long run it is a benefit to the whole district. Granzow stated the State is paying for the project, and if we are talking about a new outlet, why wouldn't we reclassify before rather than the end, the end result is a new classification. McClellan's question is if it is a benefit to everyone, should the landowners pay for it since it is a benefit to everyone, and then do the reclass afterwards. Granzow stated up until the project it should be on the existing classification, and once we do the project it should be reclassified. McClellan putting in the wetland should be paid for at the end, which is only the rock bedding and engineering fees. Granzow stated everything prior to before we accepted this project should go on the original classification, but the classification for the last main should be a new classification. Granzow stated it could change the main, Gallentine stated he did not know how the other commissioners would view it but the Perry's land that is in the wetland should not be paying much assessment if any. Gallentine stated it is but it is ground that is under water, and will not have the ability to farm it again in perpetuity.

Gallentine stated he would like to get the reclass going as it does take some time. Smith stated the Reclassification was included in today's agenda under number 3, Discuss w Possible Action - Wetland Project Rock Bedding Alternative and Reclassification, so if the Trustees wished to make a motion on the reclassification today they could.

Hoffman motioned to instruct CGA to commence work on the reclassification of DD 102 to begin immediately. Second by McClellan.

In further discussion on the motion, Gallentine asked that we are doing the main and laterals as the laterals were never separated before, the Hoffman stated that was correct. Granzow stated he wanted to know if the main is going to change. Gallentine stated the main will change because now we have a gap in the main between the downstream portion and the upstream portion. Granzow asked if the upstream portion then turns into a lateral. Gallentine replied yes, Lateral 7 is now the longest tile in the district, it is a separate tile from the original main but it will have it's own separate classification. Granzow asked if the main is just that short little chunk, Gallentine stated he think the main is just that little chunk downstream from the wetland, everything else would be a lateral. Granzow stated then yes, we should do the laterals separate.

All ayes. Motion carried.

4. DD 14 WO 291- Discuss W Possible Action - Plugged Main Tile / Lat 2

DD 14 WO 291 - Smith stated James Sweeney reports a plugged main tile, in Jim and Ron Vierkandt's parcels. Vierkandts had called in Sheldahl to pothole and explore the tile on the south side of D41 and they feel the issue is likely in the main tile. There is an intake further east of D41 and S27 intersection, where the tile goes under the road and needs repaired. Smith stated this was the first request on this work order, later in the week Smith heard from Sweeney again that there was a lack of drainage downstream of the intersection of the Lat 2 and Main tile, in the last three years the Lat 2 tile has lacked enough drainage to effectively farm the area it should drain. Smith stated the landowners dug potholes in Sections 34 and 35, and the potholes remain full of water and do not drain. Sweeney also reports a broken intake at Lat 2 intersection with D41 in Section 35. Sweeney sent photos, that show the potholes still full of water. Smith stated Cynthia loger, James and Ron Vierkandt were the reporting landowners.

Motion by McClellan to send CGA out to investigate and report back. Second by Hoffman. All ayes. Motion carried.

Gallentine asked after the investigation would the Trustees like this assigned to the lottery right away. The Trustees agreed to assign the work order to the lottery right away.

5. DD 25 WO 1 - Discuss W Possible Action - Claim For Crop Damages- Fincham

DD 25 WO 1 - Discuss possible action for this crop damage claim was discussed last week, Smith stated that Fincham originally reported 3 acres of crop damage, and we ad CGA verify .76 acres, and the amount paid out on the claim was based on the .76 verified acres, Smith stated half of the payment went to David Fincham and half went to Alvin Clark, each received \$203.87, Smith stated Fincham was upset last week and expressed concerns on how the claim was handled, if the Trustees would like discuss the claim, Smith can provide numbers on what the remaining acres would be paid out at if it is revisited. Granzow stated his claimed 3 acres was different than CGA's verified .76 acres because of all the driving in between the potholes in addition to the potholes. Gallentine

stated the CGA verified area would have just been from the crop that was destroyed and just the potholes, not necessarily the area in between that may have been broken down.

McClellan motioned to pay crop damages on the remainder of acres originally claimed. Second by Hoffman.

In further discussion on the motion, Hoffman stated he appreciated Fincham's approach rather than someone getting hostile over everything, he was very approachable, and he appreciates that. Granzow stated although Fincham did not like the it, he was done arguing it, and that is why it was readdressed, because we did not have all the information, and that is also why we readdressed the claim from Jason Martin, we just did not have all the information. McClellan stated maybe we should be contacting the landowners for an actual discussion that submit claims from now on so we have the whole picture of the damages. Gallentine stated perhaps we can add to the form an area for notes or discussion. Smith stated when a landowner requests a claim form, she sends a letter asking the claimant to send in as much information as possible, but could add to the letter that the claimant may be contacted for more details/discussion with the Trustees during a drainage meeting. Gallentine stated it is often difficult to get the whole story, Granzow agreed that perhaps we just need more discussion.

All ayes. Motion carried.

6. WO - 2020-8 - Discuss W Possible Action - Midland Drainage Utility Permit Application

WO 2020 - 8 - Midland Power Cooperative submitted an application for Drainage Utility Permit in DD's 123, 31 20, 26, H-H 104-222 for four miles of overhead line rebuild, along Hwy D41, in Buckeye Township, Sections 27, 28, 29 and 30.

Motion by Hoffman to approve Midland Drainage Utility Permit 2020-8. Second by McClellan. All ayes. Motion carried.

7. WO 2020-9 - Discuss W Possible Action - Midland Drainage Utility Permit Application

WO 2020-9 - Midland Power Cooperative submitted a Drainage Utility Permit Application for a 2 mile line rebuild along 240th St, in Tipton Township, Sections 8 and 9.

Motion by Hoffman to approve Midland Drainage Utility Permit 2020-9. Second by McClellan. All ayes. Motion carried.

8. DD H-F WO 286 - Update From Franklin County

DD H-F WO 286 - Smith stated that Franklin County Board acknowledged and accepted the Hardin/Franklin County work order #286 request for investigation of tile due to abnormal standing water. Smith notified requestor Landon Aldinger and Gallentine, so they have both been made aware that both counties have now accepted and acknowledged the work order.

9. DDiscuss W Possible Action - 2020 Drainage Assessments

Smith stated in preparing the 2020 Drainage assessments, Smith has four districts ready to assess. Smith asked about the 2 month extension given to landowner to pay their property taxes by the Governor due to Covid-19, Smith asked if the Trustees still want the assessments to go out on their regular schedule. Hoffman stated they should go out on the regularly;y scheduled date. Smith stated she will have the 2020 assessments ready for approval next week. Smith asked about 3 districts with small outstanding balances of less than \$300, two of these districts are Iowa Falls controlled districts, DD 114 and DD 134, both of these were for scans of district maps, DD 120 also has a small outstanding balance for scans. Smith asked, because the balances are so small, did the Trustees want to assess them with this year's assessments or hold off until next year when they consider a possible assessment on all districts for administrative costs, and do we need Iowa Falls approval as well for the the Iowa Falls controlled districts.

Granzow stated it should be the district bill, Gallentine stated previous clerk Schlemme handled the scans. Granzow stated they should be charged for the scans. McClellan stated since they are such small bills, there would be a lot of \$5.00 minimum assessments, which would generate a positive balance if any other small bill should arise. Granzow stated the downside is, if we don't have the authority to do it, why do we do it on the Iowa Falls districts, but it is the drainage clerk's housekeeping costs so that all the district maps are now digital. Gallentine stated we scanned the maps for the private Trustees as well, and the drainage clerk is clerk for all the districts no matter what. McClellan stated we would either asses them now to pay the outstanding balance or add the cost on when we do the county wide assessment. Smith agreed. McClellan stated that rather than having those districts get assessed twice, it would be simper to assess them once on the county wide assessment, and

would be less work. McClellan asked how far out are we on the county wide assessment. Smith stated she is about halfway through the work, and is still a few months out on totals. McClellan stated if we assess now, we are doing the work twice, and for as small as they are, they could be done once. Smith stated for as small as they are, being less than \$300, if we do the \$500, \$1,000 or \$2,000, minimum assessment on a potential county wide assessment, those city parcels will generate quite a few \$5.00 minimums so you would have enough excess to cover the \$300 outstanding balances. Smith just wanted direction. The Trustees agreed to have the three district assessed for the outstanding balances on the county wide assessment.

Smith asked for some history on joint DD H-F 1, Smith pulled the outstanding warrants, and this district had a negative balance of \$33,000. As Smith looks at what work she is charging the districts for, and looking at those older stamped warrants, some of the stamped warrants were for refunds made on an assessment error in 2018. Smith reviewed this with previous clerk Junker, and wants to make sure the numbers are as accurate as possible. Gallentine stated he believed the refund was due to the assessment schedule in Tyler was not the most recent one, and Schlemme discovered that after assessments had been sent out, so refunds were made, and Smith can call Gallentine with questions. Smith stated she did not have the historical frame of reference on this and that information helped. Smith will call Gallentine to discuss the classification.

10. Other Business

Smith has not received an update from attorney Mike Richards on the wind turbine / drainage utility permit process discussion we had recently, Smith will ask Richards for an update on his progress.

11. Adjourn Meeting

Mtion by McClellan to adjourn. Second by Hoffman. All ayes. Motion carried.

REGULAR DRAINAGE MEETING
Wednesday, May 6, 2020 9:30 AM
This meeting was held electronically due to Covid-19 concerns.

5/6/2020 - Minutes

1. Open Meeting

Hardin County Drainage Trustee Chairperson Lance Granzow opened the meeting. Also in attendance were Trustee BJ Hoffman; Trustee Renee McClellan; Lee Gallentine and Heather Thomas of Clapsaddle-Garber Associates (CGA); Terry Swenson, landowner; and Denise Smith, Drainage Clerk.

2. Approve Agenda

Motion by Hoffman to approve the agenda. Second by McClellan. All ayes. Motion carried.

3. Approve Minutes

Motion by Hoffman to approve the minutes to Drainage Meetings dated 4-15-2020 and 4-29-2020. Second by McClellan. All ayes. Motion carried.

4. Approve Claims For Payment

Motion by Hoffman to approve claims for payment with pay date of Friday, May 8, 2020. Second by McClellan. All ayes. Motion carried.

DD 9 WO 229 - Prof Svcs After 3/27/20 to 4/24/20	Clapsaddle-Garber Assoc	\$ 906.77
DD 22 WO 176 - Gehrke Pay Estimate # 6	Gehrke Inc.	\$26,893.16
DD 25 WO 1 - Prof Svcs After 3/27/20 to 4/25/20	Clapsaddle-Garber Assoc	\$ 3,314.60
DD 48 WO 237 - Prof. Svcs After 1/25/19 to 4/25/20	Clapsaddle-Garber Assoc	\$ 2,127.90
DD 48 WO 274 - Prof Svcs After 3/27/20 to 4/25/20	Clapsaddle-Garber Assoc	\$ 4,814.70
DD 56 WO 204 - Prof Svcs After 3/3/19 to 4/25/20	Clapsaddle-Garber Assoc	\$ 1,237.20
DD 56 - WO 3 - Prof Svcs Aft 10/31/19 to 4/25/20	Clapsaddle-Garber Assoc	\$ 1,144.00
DD 86 WO 252 - Prof Svcs 3/27/20 to 4/25/20 Reclass	Clapsaddle-Garber Assoc	\$12,329.40
DD 119 WO 249 - Prof Svc After 1/31/20 to 4/29/20	Clapsaddle-Garber Assoc	\$ 250.40
DD 124 WO 259 - Prof Svcs After 3/27/20 to 4/25/20	Clapsaddle-Garber Assoc	\$ 3,400.45
DD 128 WO 279 - Prof Svcs Afr 1/31/20 to 04/25/20	Clapsaddle-Garber Assoc	\$ 521.55
DD 167 WO 208 - Prof Svcs After 3/27/20 to 4/25/20	Clapsaddle-Garber Assoc	\$ 1,343.20

5. DD 1 WO 244 - Discuss W Possible Action - Pay Estimate # 3

DD 1 WO 244 - This is the payment for the road crossing on DD 1 that McDowell did earlier in the year, it is Gallentine's understanding that this will be paid by Secondary Roads as it is for work done on the road crossing.

Motion by McClellan to approve payment on DD 1 WO 244 Pay Estimate 3. Second by Hoffman. All ayes. Motion carried.

Smith will send the pay estimate on to Secondary Roads for payment.

6. DD 52 - WO 215 - Discuss W Possible Action - Claim For Crop Damages

DD 52 WO 215 - Smith stated we received a crop damage claim from Tracey Below on WO 215, that was sent off to attorney Mike Richards for an opinion. Attorney Richards has gotten back to us, and Richards reply was shared with the Trustees. Mike Richards reviewed the claim made by Tracey Below, Richards reply states that the information provided by Below is not enough to substantiate his claims associated with alleged damages caused by drainage tile, and that there is technically no obligation in this circumstance to provide any compensation to Below, as drainage districts are not subject liability to demands for money damages. Richards cited several cases, and goes on to say a landowner within the district can sue a drainage district to compel, complete or correct the performance related to the tile, but drainage districts are not susceptible to suits for damages, and cites several cases in his letter. Richards letter states that the case of Holler vs Board of Supervisors (1980) is particularly relevant, in Holler the Court concluded that a landowner can not sue a drainage district for damages caused by flooding from maintenance or a failure to maintain a drainage system, in short Richards thinks Drainage District 52 should deny the claim for damages submitted by Below. Smith stated when she shared Tracey Below's claim with

Richards, Smith shared a history of the District's minutes so the Richards had an understanding that we struggled to get permission from the landowner to get the trees removed, and waited for a very long time to get the landowners signature of permission for tree removal.

Granzow stated that we as Trustees should be responsible for one year of damages, for the year that we dug up and repaired in the field, but can't say we are responsible for the full spread of years. Granzow stated that we have paid out other claims for damages as well, and feels we are responsible only for the year that we were dug up. McClellan stated that may be true but this district has a history with these trees, but the trees were the owner's responsibility to remove. Gallentine stated the first time we looked at repair, we moved the tile farther out in the field, and did not take any trees out. Granzow stated we have dealt with Piel's on this for many years, and in December of 2010 they moved the tile further out away from the trees. McClellan asked if these trees would come back now that they have been cut. Granzow stated that the trees have been cut, and Seward will remove brush and come back to treat the trees for regrowth.

Granzow stated we dug a trench and left it open for a year while we were working on the trees, and believes a crop was destroyed for that one year, if the crop was destroyed other years, that may be more the landowner's responsibility. McClellan feels Below should seek a rent rebate from the landowner. Hoffman agrees. Granzow does not feel the flooding is our responsibility in the other years, but that the year it was dug up is our responsibility. Granzow stated the first year we were waiting on an easement, second year of damages was due to waiting on the landowner's permission to remove the trees.

Motion by McClellan to pay one year of crop damages to Below. Second by Hoffman.

In additional discussion on the motion, Smith asked at what rate do we pay on alfalfa crops as they are not included in the USDA Crop Insurance tables, whether it would be by the ton or by the bale. Granzow asked Gallentine if he had a verified total on the acres. Gallentine stated he did not have that at the moment, and stated the 3 acres sounded strong but it is really about the acres the contractor has driven over. Granzow stated he would have to have CGA come back with verified acres. Hoffman stated we do not know what the quality of the hay would have been, if it would have been a fair rated cutting, a first cutting or a third cutting. Granzow stated it was the year we dug it up, and there is a large price difference on hay between years. Gallentine stated that we dug it up in the fall of 2018, and didn't get it fixed until last year, based off McDowell's August of 2018 invoice. Granzow stated by August he should have had 2 cuttings already, outside of the flooding. Gallentine stated it would have been later in 2019, that it was completed, because the trees weren't removed until December and then the work order was assigned over the winter from 2019 to 2020, so that is when the tile would have been replaced, the winter of 19-20, and the tile was open for a little bit more than a year. McClellan asked if that would be one year or two of crop damages. Gallentine stated that is a tough call, because although the tile was open for that amount of time, a significant portion of that time was because we were waiting on a response from the landowner to get permission to cut the trees down. Granzow stated we could look at this as a claim for reseeding versus damages, otherwise it would have been fixed the winter of 2018 and been reseeded the winter of 19 if we had not been waiting on the landowner. Granzow stated he was unsure what crop damages we destroyed outside of the one cutting if we went in in August. Granzow stated we don't pay claims for flooding, we only pay damages for the work we do. Granzow stated we are looking at possibly one cutting and seeding, third cutting would mean less bales, and would have to choose one or the other, the seeding or crop damages. Hoffman stated since it carries into one season from the next. Granzow stated it only carried from one season to the next due to the landowner not responding to the request for permission to cut the trees. Gallentine stated our first letter went out to Piel in August 20th of 2018, and we never heard anything back and had to get attorney Mike Richards involved. Hoffman stated had there been effective communication between the landowner and tenant some of the issues could be resolved, and better communication between the landowner and Trustees. Granzow stated he thinks it is more the seeding than the crop damages, we could pay for one or the other. McClellan stated we could pay for one or the other, not both. Granzow stated we can pay for the seeding of alfalfa.

Motion by McClellan to pay one year of crop damages to Below. Second by Hoffman. All opposed. Motion failed.

Motion by Hoffman to pay for the seeding of the 3.5 acres of alfalfa in the claim due to the previous discussion. Second by McClellan.

In additional discussion on this motion, Granzow asked if we would hire to seed it or take Below's recommendations on the cost/bill. Hoffman stated we should have someone seed it, McClellan agreed. Hoffman stated it should go to lottery, Gallentine recommended contacting Adam Seward.

All ayes. Motion carried.

DD 22 WO 176 - Granzow shared photos of the crop damage submitted by Swenson. Smith stated Swenson's claim was for 3 acres of crop damage in a corn field due to work done by the contractor, the area of damage begins in the northwest corner of the field and moves further south in the parcel where tile repair was done. Granzow stated it was discussed last week that CGA will verify the actual area of damage, but it may spread out a little bit farther. Heather Thomas stated you can see some yield loss in the areas that are more exposed. CGA calculated 2.216 acres of crop damage, that were mowed down, Thomas stated she could understand a bit more than the 2.216 acres but didn't want to set a precedence, as this has been how it was done during the past, the 2.216 acres represents what was actually mowed off during construction. McClellan stated some crops could be driven over during construction, but the photos look close to the driveway. Granzow called Swenson, but received no answer.

Motion by Hoffman to table Swenson's Claim for Crop Damages 2020-5. Second by McClellan.

Terry Swenson joined the meeting via phone. Granzow stated that CGA claimed 2.2 acres, and Swenson claimed 3 acres. Granzow asked how accurate were Swenson's figures in comparison, and what additional information he could provide. Swenson stated it was hard to guess when he measured it, if CGA verified the acres, he would not argue with their numbers at all, and 2.2 acres was fine with him, he stated they drug corn stalks through it when they field cultivated it so it was hard to get a good start/stop measurement on it. Granzow thanked Swenson. Swenson asked how the process worked, Smith stated it would be figured at 2.2 acres and presented for signature of approval at next week's meeting, and we use the USDA Crop Loss Insurance figures for a dollar amount for the 2019 crops prices. Once the claim is approved it will be paid with next week's claims, and will get payment out with next week's claims. Swenson thanked the Trustees.

Motion by Granzow to vote down the previous motion. All ayes. Motion carried.

Motion by Hoffman to pay the crop damages claim 2020-5 at 2.2 acres based on the 2019 USDA Crop Loss Insurance calculations. Second by McClellan. All ayes. Motion carried.

8. DD 11 WO 294 - Discuss W Possible Action

DD 11 WO 294 - Robert Smuck reports 2' tile blowout in SW corner of parcel # 882213300003, along fence line shared with Shirley Madole's parcel to the south. Smuck had Gehrke out to look and Gehrke states it is DD tile. Smith stated the map reflects where district tile meets his fenceline with Madole's property.

Motion by Hoffman to send CGA out to investigate and report back, if it is a quick repair, to have CGA send the work order to the lottery. Second by McClellan. All ayes. Motion carried.

9. DD 32 & DD 3 - WO 2020-10 Discuss W Possible Action - Midland Power Drainage Utility Permit Application

DD 32 & DD 3 - WO 2020-10 Midland Power Coop has submitted a Drainage Utility Permit Application for DD 32 & DD 3, for an overhead line rebuild 1.5 miles along H Ave., Alden Township, Sections 29 & 32.

Granzow asked if Gallentine had any concerns, Gallentine replied he did not, Midland has been very easy to work with on the Drainage Utility Permit.

Motion by McClellan to approve the Midland Power Cooperative Drainage Utility Permit 2020-10. Second by Hoffman. All ayes. Motion carried.

10. DD 122 & DD 8 Lat 2 - Discuss W Possible Action - Warranty Feedback

DD 122 & DD 8 - Smith stated we mailed out postcards back on January 24th to review the warranty work on DD 122 & DD 8 Lat 2, on the repair project from work order 132, the warranty expires on June 27, 2020. Smith stated we had received no feedback from landowners on this, we had given landowners additional time on this because we wanted them to have an opportunity to get in the field and view this spring, since last year's wet wether may not have been an easy year to review for drainage. Smith stated things have dried out somewhat this spring, and people have had a chance to get in the field, and we have had no feedback reported. Smith asked if CGA had received any feedback. Gallentine stated he had no feedback, which is surprising as landowner Marv Kramer lives in this district and if there is an issue Marv is usually good at reporting it. The Trustees agreed.

Motion by Hoffman to direct Smith to contact Marv Kramer and verify that there are no issues on DD 122 and DD 8 Lat 2 tile warranty. Second by McClellan. All ayes. Motion carried.

11. Other Business

Smith stated she received an invoice from Davis Brown Law Firm for review of utility permit application, and wind energy moratorium information that we shared with attorney Mark Richards during our work session on the wind turbines. Smith has not received an opinion yet from Richards, Richards told Smith an opinion would be forthcoming in the next week or so. Smith asked once we have that opinion from Richards, because this is not an invoice tied to a specific work order, how do we want to approach payment of this invoice. Smith stated the last invoice for IRUA legal issues was paid through Rural Services. Granzow stated he does not plan on paying a bill until we have an opinion. McClellan asked if we had a line item in our budget for Rural Services. Smith stated yes, and typically those invoices would be handled by Mindy McClelland. Granzow stated this is not a rural services issue, but we could reimburse rural services once we do an all district assessment. Smith stated she had not included this payment in today's claims but was just seeking guidance on how to handle it when the opinion had been provided. McClellan stated that could be paid out of Rural Services at that time. Smith will bring it back as a separate agenda item when that time comes.

Thomas stated she had received an update from contractor Adam Seward that he would begin work on Randy Silvest's wetland repair tomorrow, Thomas stated Silvest would be notified that they would work on his parcel. Seward also asked Thomas if there were more work orders coming in, and Thomas told him yes we have had a few, and stated it sounds like Seward will be ready to take on new work orders in the near future.

12. Adjourn Meeting

Motion by Hoffman to adjourn. Second by McClellan. All ayes. Motion carried.

Drainage District:

#14

Investigation/Repair Summary:

- Tenant in the E½ of Section 34, Township 88 North, Range 22 West reported 3 tile blowouts/sinkholes in or near the waterway.
- Visual observation found all 3 sinkholes/blowouts with cracked/collapsed VCP main tile in the bottom of each.

Contractor Time and Materials (spent while CGA was on-site):

None recorded as only visual observation was done.

Additional Actions Recommended:

Including this work order, there have been 7 sinkholes/blowouts reported on this tile in the last 3 years and one of those included monitoring of a failing road crossing instead of actual replacement. Per the recommended actions for Work Order 170, an investigation into the need of a large scale replacement (including CCTV inspection) is probably justified at this point time. If said CCTV inspection is authorized before the above mentioned 3 sinkholes are repaired, they could be used as access points to perform CCTV from.





Drainage Work Order Request For Repair

Hardin County

Date: 3/31/2020

Work Order #: WO00000290

Drainage District: DDs\DD 14 (51027)

Sec-Twp-Rge: 34-88-22 **Qtr Sec:** SW NE & NW SE

Location/GIS: 88-22-34-200-004

Requested By: David Sweeney

Contact Phone: (641) 373-4340

Contact Email: _____

Landowner (if different): Cynthia loger

Description:

DD 14- 2 blowouts in waterway, 5' blowout N of drive is 4' deep w broken VCP tile in base, 3' blowout S of drive lane is 3' deep w broken VCP tile in base. Contractor should enter through the farmstead & drive down the lane to back of property.

Repair labor, materials and equipment: _____

Repaired By: _____ **Date:** _____

Please reference work order # and send statement for services to:

Hardin County Auditor's Office
Attn: Drainage Clerk
1215 Edgington Ave, Suite 1
Eldora, IA 50627
Phone (641) 939-8111
Fax (641) 939-8245

For Office Use Only

Approved: _____ **Date:** _____



Drainage Work Order Request For Repair

Hardin County

Date 3/31/2020

Work Order # _____

District # #14

Lateral Main Tile

Fund # _____

Township _____

Section 34 Twp 88

Rge 22 Qtr Sec SW NE & NW SE

Repair Requested By David Sweeney

Address 21547 Hwy S27, Alden, IA 50006 (also the repair location) Phone 641-373-4340

Landowner Cynthia loerger

Address 19672 Hwy D15, Iowa Falls, IA 50126 Phone 641-640-2191

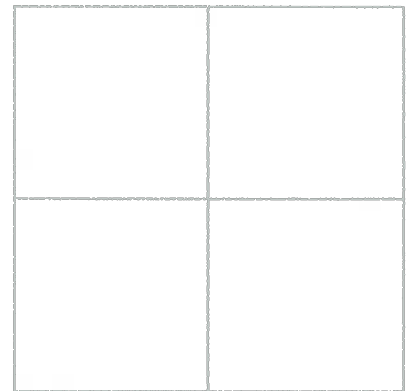
Request Taken By _____

Available for Repair Now? Yes

Date Available _____

Problem Description **Two blowouts in waterway:
Blowout north of drive lane is 5 feet in diameter and 4 feet deep with broken VCP tile in the base.
Blowout south of drive lane is 3 feet in diameter and 3 feet deep with broken VCP tile in the base.**

Contractor should enter through the farmstead and drive down the lane to the back of the property.



Repair labor, materials and equipment _____

Potential Wetlands? Yes-Repair existing tile only

No-Repair and maintain tile

Repaired By: _____

Date: _____

Please send statement for services to:

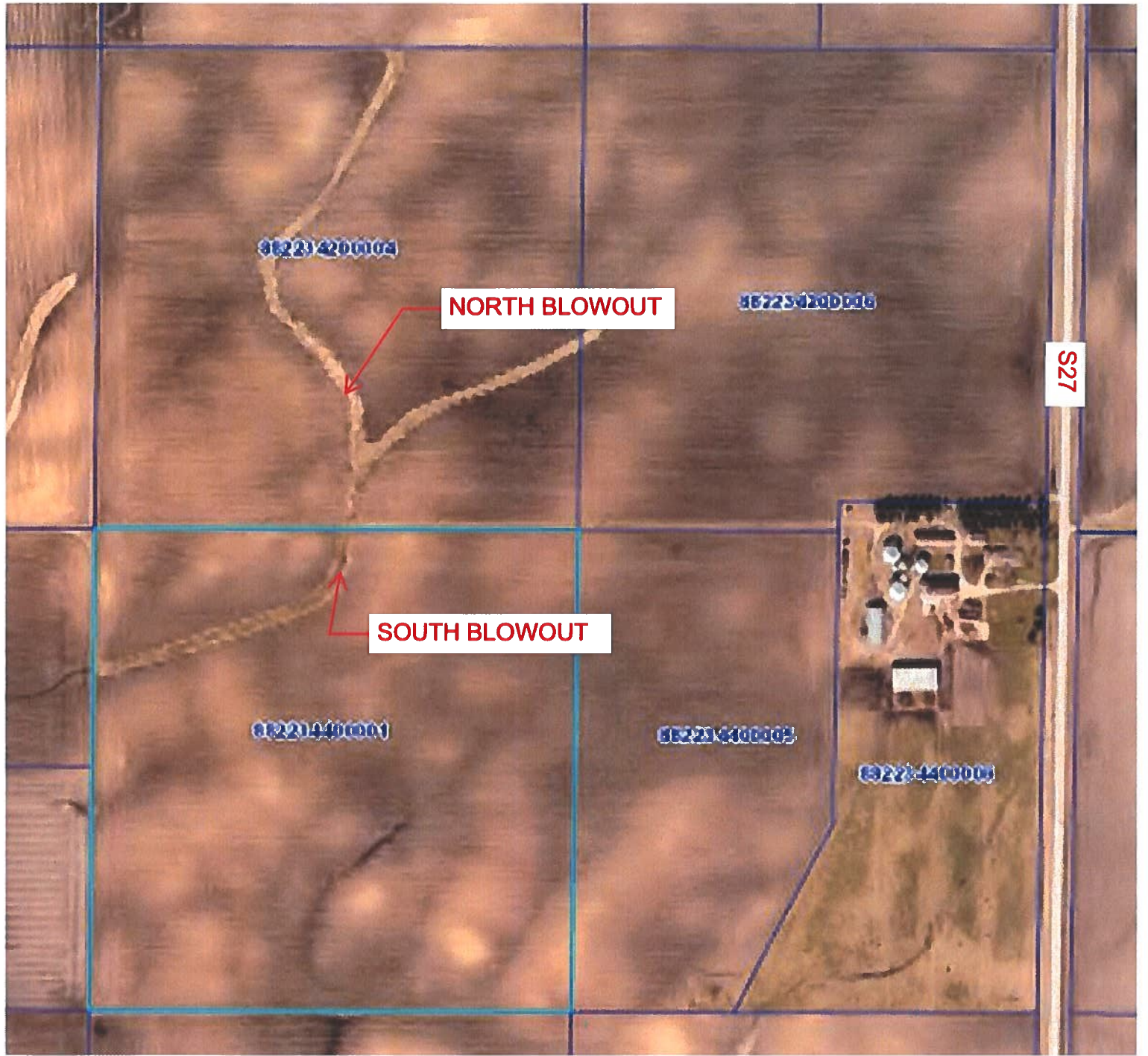
Phone (641) 939-8111
Fax (641) 939-8245

Hardin County Auditor's Office
Attn: Tina Schlemme
1215 Edgington Ave, Suite 1
Eldora, IA 50627

For Office Use Only

Approved: _____

Date: _____



NORTH BLOWOUT

SOUTH BLOWOUT

S27

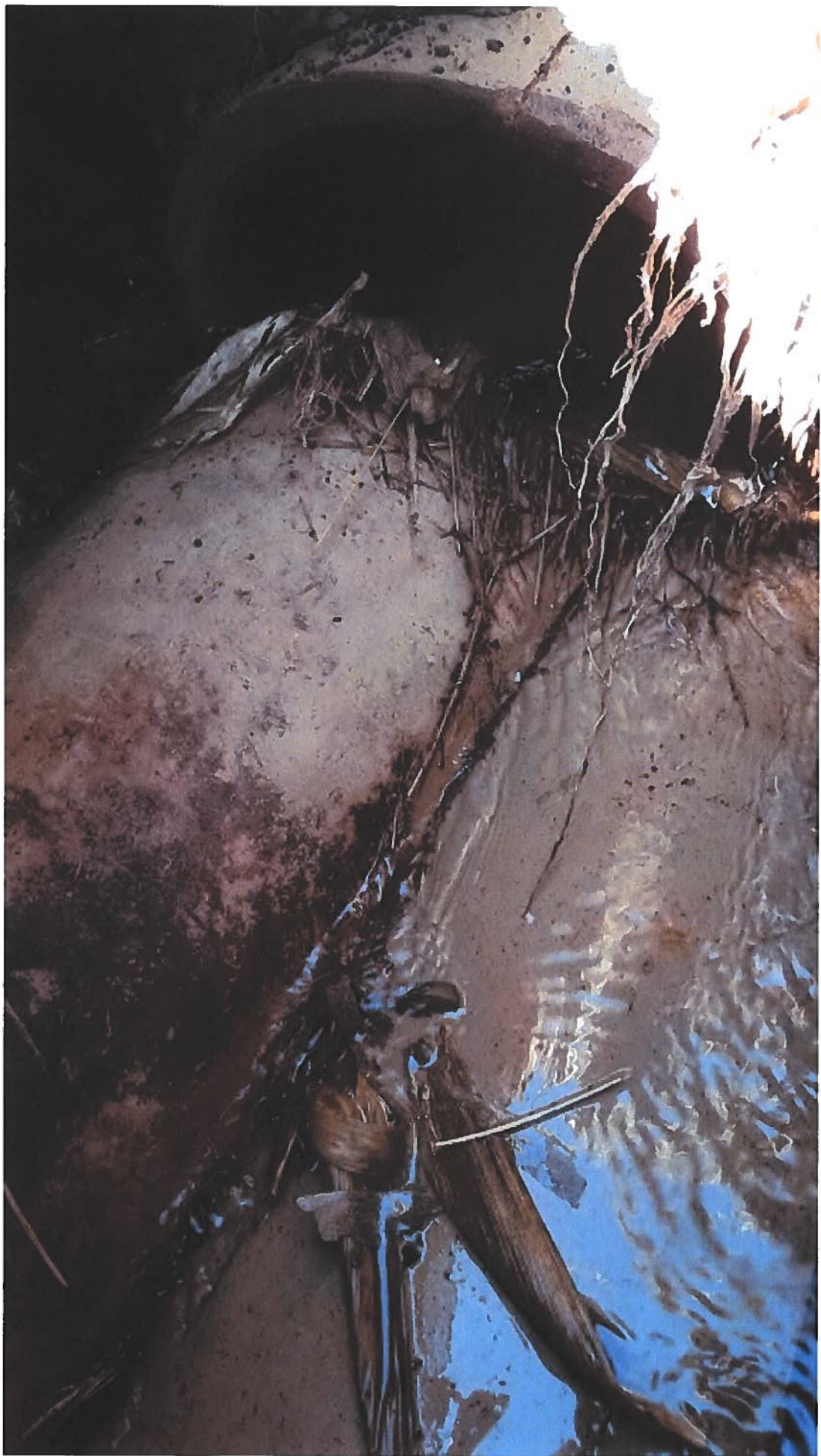
882234200004

882234200006

882214400001

882234400005

882234400006



South blowout



South blowout



North blowout



North blowout

CONSTRUCTION ENGINEERING
OBSERVATION REPORT

DATE: 5/5/20

DAYS OF WEEK:

S	M	T	W	T	F	S
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SHEET NO. 1 OF 1

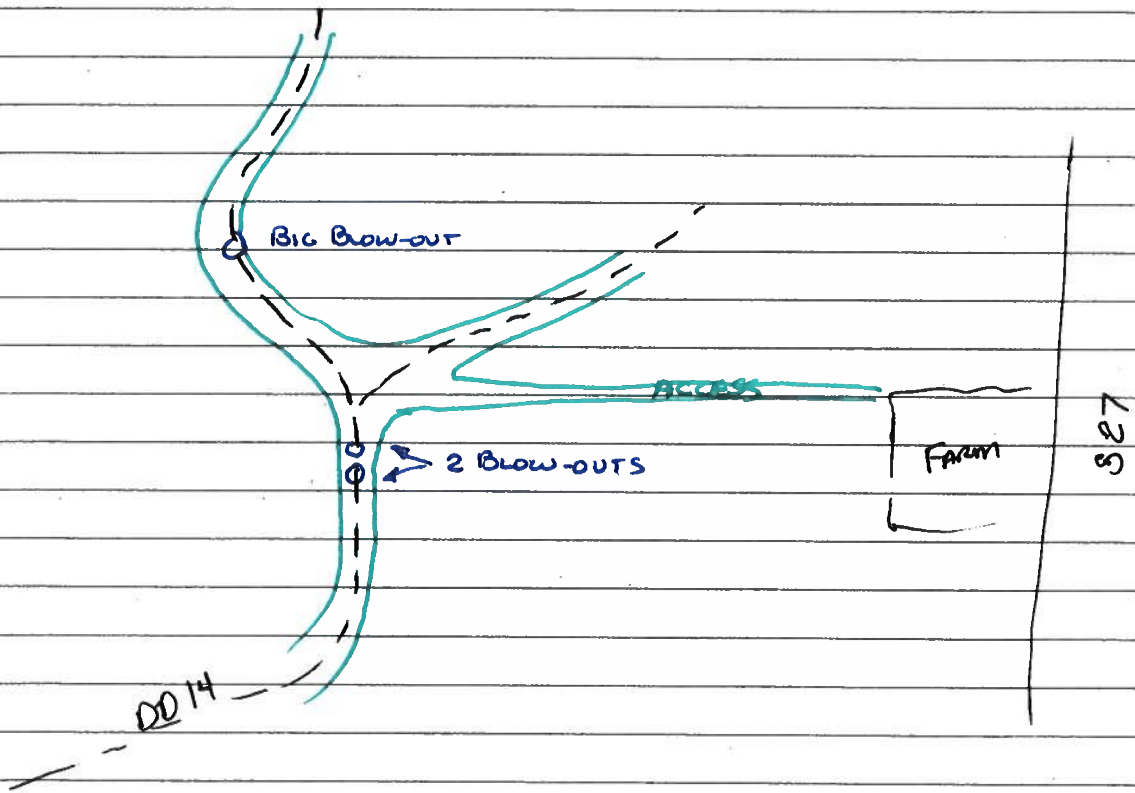
PROJECT NUMBER: 6844.4
COUNTY, ROUTE, ROAD: DD 14
LOCATION: HARDIN Co. ON 527

DESCRIPTION OF WORK AND MATERIAL USED FOR EACH OPERATION, INCLUDING CONTRACTOR/SUB NAME, ITEM NO. AND LOCATION Cloudy, MIST, 45°

ARRIVED @ DAVID SWEENEY HOUSE, TALKED TO HIM, HE GAVE INSTRUCTION TO THE GRASS DRIVE OUT TO SWALE WITH BROKEN CLAY TILE ON DD 14. LOOKS LIKE 15"±. 3 BLOW-OUTS

REPAIR ASAP.

SH



I Certify that the work described in this report was incorporated into this contract unless otherwise noted.

Observer's Signature: [Signature] Date Prepared: 5/5/20

Reviewed by: _____ Engineer Date Reviewed: _____

2 Blow-outs To South



COLLAPSED 15" E TILE



Clay FILL COLLAPSED



Collapsed Clay Tine



NORTHERN most Blow-out, COLLAPSED TILE 15" ϕ ±



Collapsed Tile



Drainage District:

#14 Main and Lateral 2

Investigation/Repair Summary:

- Landowners and tenants in the NE¼ of Section 34 and NW¼ of Section 35, Township 88 North, Range 22 West reported restricted drainage at intersection of County Highways D41 and S27 along the assumed Main and Lateral 2 tile routes.
- Visual observation found all intakes on assumed Main tile and Lateral 2 tile routes in all 4 quadrants of the intersection to have standing water, but intakes on assumed Main tile route downstream of the road intersection appeared to be dry and functioning.

Contractor Time and Materials (spent while CGA was on-site):

None recorded as only visual observation was done.

Additional Actions Recommended:

Something at the road intersection is restricting drainage in at least the Main tile and possibly the Lateral 2 tile also. However, it is not clear how many restrictions there are or what constitutes those restrictions without excavation. It is recommended that excavations at the road intersection be performed using available contractors from the lottery system. It should also be noted that this area has had several utilities (i.e. rural water and others) installed in recent years which may or may not be contributing to the restricted drainage.





Drainage Work Order Request For Repair

Hardin County

Date: 4/15/2020

Work Order #: WO00000291

Drainage District: DDs\DD 14 (51027)

Sec-Twp-Rge: 34-88-22 **Qtr Sec:** E1/2 NE NE

Location/GIS: 88-22-34-200-003

Requested By: James Sweeney/Cynthia loger/Jim & Ron Vierkandt

Contact Phone: (641) 847-3273

Contact Email: jsweeney@cgaconsultants.com

Landowner (if different): Ron/Jim Vierkandt/Cynthia loger

Description:

DD 14- Sweeney reports plugged main tile in Jim & Ron's parcels, Sheldahl called in to pothole/explore tile on S side of D41, likely main tile. Intake further E of D41 & S27 intersection where tile goes under road needs repair. See Add'l Req in docs- lack of drg downstream of intersection of Lat 2/main tile. Last 3 years, Lat 2 has lacked enough drg to effectively farm area it should drain. Potholes dug by landowners in Sects 34/35 do not drain. Also, broken intake @ Lat 2 intersection w D41 in Sect. 35.

Repair labor, materials and equipment: _____

Repaired By: _____ **Date:** _____

Please reference work order # and send statement for services to:

Hardin County Auditor's Office
Attn: Drainage Clerk
1215 Edgington Ave, Suite 1
Eldora, IA 50627
Phone (641) 939-8111
Fax (641) 939-8245

For Office Use Only

Approved: _____ **Date:** _____



Drainage Work Order Request For Repair

Hardin County

Date 4/20/2020

Work Order # _____

District # #14

Lateral Lat 2 & Main

Fund # _____

Township _____

Section 27, 34, 35 ^{Swp} 88

Rge 22 Qtr Sec _____

Repair Requested By Cynthia Ioerger, Ronald Vierkandt, James Vierkandt

Address 15898 Co Hwy D41 Phone _____

Landowner Same

Address Same Phone _____

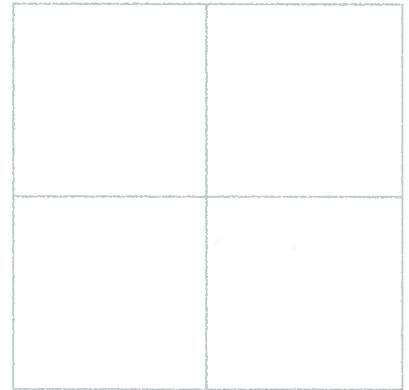
Request Taken By _____

Available for Repair Now? Yes

Date Available _____

Problem Description **There is a lack of drainage somewhere downstream of the intersection of Lateral 2 and the main tile. Last three or so years the Lateral 2 tile has lacked enough drainage effectively farm the area it is supposed to drain. Pot-holes were dug by the landowners in sections 34 and 35, and water just sits in said holes without draining.**

Also, there is a broken intake where Lateral 2 intersects D41 in section 35



Repair labor, materials and equipment _____

Potential Wetlands? Yes-Repair existing tile only

No-Repair and maintain tile

Repaired By: _____

Date: _____

Please send statement for services to:

Hardin County Auditor's Office

Attn: Tina Schlemme

1215 Edgington Ave, Suite 1

Eldora, IA 50627

Phone (641) 939-8111

Fax (641) 939-8245

For Office Use Only

Approved: _____

Date: _____

882227300002

882227400001

882227400002

882226300001

D.D. No. 14

D.D. No. 123
(D.D. 26)

882227300004

882227400003

D.D. No. 26

882227400004

8822263000

8822263000

Co Hwy S27

Co Hwy D41

882234100002

882234200001

882234200002 882234200003

882235100001

882234100004

882234200004

882234200006

882235100003

LAT 3

MAIN

LAT 1

LAT 2

MAIN

MAIN



















CONSTRUCTION ENGINEERING
OBSERVATION REPORT

DATE:

4/29/20

DAYS OF WEEK:

S M T W T F S

SHEET NO.

1 OF 1

PROJECT NUMBER:

6844.5 WO 291

COUNTY, ROUTE, ROAD:

DD 14 MAIN + LAT 2

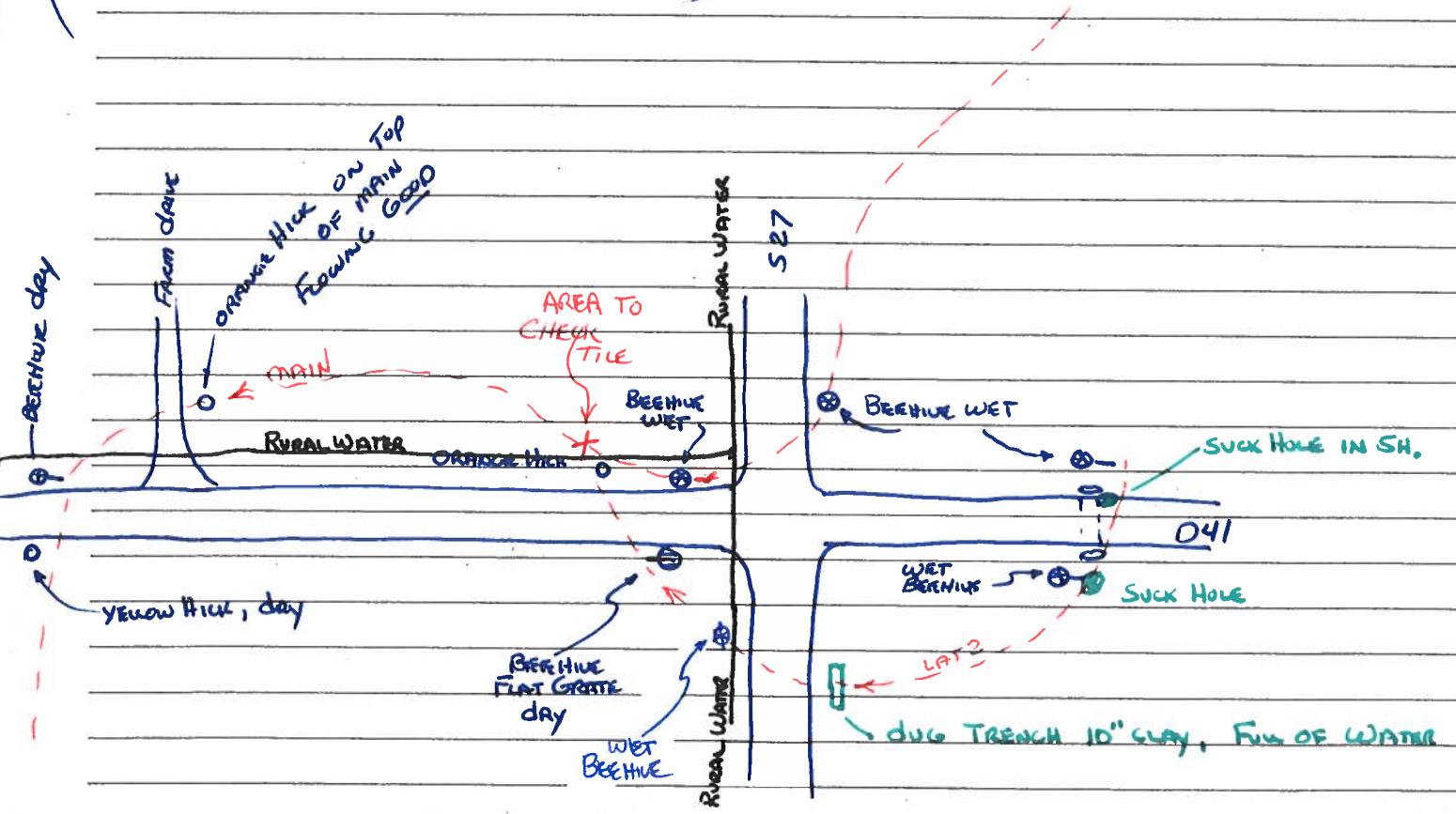
LOCATION:

S27 AND D41 INTERSECTION

DESCRIPTION OF WORK AND MATERIAL USED FOR EACH OPERATION, INCLUDING CONTRACTOR/SUB NAME, ITEM NO. AND LOCATION

LAT 2 HAS RESTRICTION @ D41 (N. OR S. SIDE?). NEED TO DIG ON NORTH SIDE 1ST, TRY AND FIND LAT 2 CONNECTION TO MAIN. INTAKES ON MAIN @ FARM DRIVE LOOK GOOD WITH FLOWING WATER IN MAIN

TALKED TO RON VIKRAMA (80 YRS OLD) HE AGREED WITH ME THAT THE LAT 2 CONNECTION SHOULD BE CHECKED, BUT HE HAD NO IDEA WHERE IT WAS AT.



I Certify that the work described in this report was incorporated into this contract unless otherwise noted.

Observer's Signature:

[Handwritten Signature]

Date Prepared:

4/29/20

Reviewed by:

Engineer

Date Reviewed

LOOKING WEST OVER S27 ON LATZ



LOOKING E. @ 10" CLAY ON LAT 2, E. OF S27



TRENCH ON LAT 2, E SIDE S27



LOOKING EAST @ BEEHIVE WITH HOLE ON LAT2, S. SIDE D41 BY CRP



S. SIDE D41 , HOLE ON LAT 2 , LOOKING N.



LOOKING WEST ON S. DITCH D41



SURF. DRAIN RCP WITH SUCK HOLE OVER TOP RCP AND LAT 2



LOOKING S. ON LAT 2 ROUTE, FLAG ON SIXK HOLE ON N.S.H. D41



INTAKE ON N. SIDE D41 ON LAT 2, FULL OF WATER



LOOKING E @ S27, BEEHIVE IN N DITCH D41



LOOKING UPSIDEAM ON MAIN, S. OF D41, TRST SET ON MAIN BY REPAIR



Looking W. on N R/W D41, Just W. of S27



ORANGE HICK ON LAT 2? ON N DITCH D41



Dry INTAKE ON LAT 2 , S. ditch 041 (inv. of S27)



LAT 2, WET BEEHIVE, W. SIDE S27





Drainage Work Order Request For Repair

Hardin County

Date: 4/26/2018

Work Order #: W000000208

Drainage District: Drainage Districts \DD 167

Sec-Twp-Rge: 04-86-20 **Qtr Sec:** NE SE

Location/GIS: 86-20-04-400-002

Requested By: Robert Jenson

Contact Phone: (641) 849-0341

Contact Email: _____

Landowner (if different): Neil Martin

Description:

Blowout in lower end of waterway in NE SE 4-86-20 with "babies" northwest of it. The ground cover over the tile in this area is very shallow.

Repair labor, materials and equipment: _____

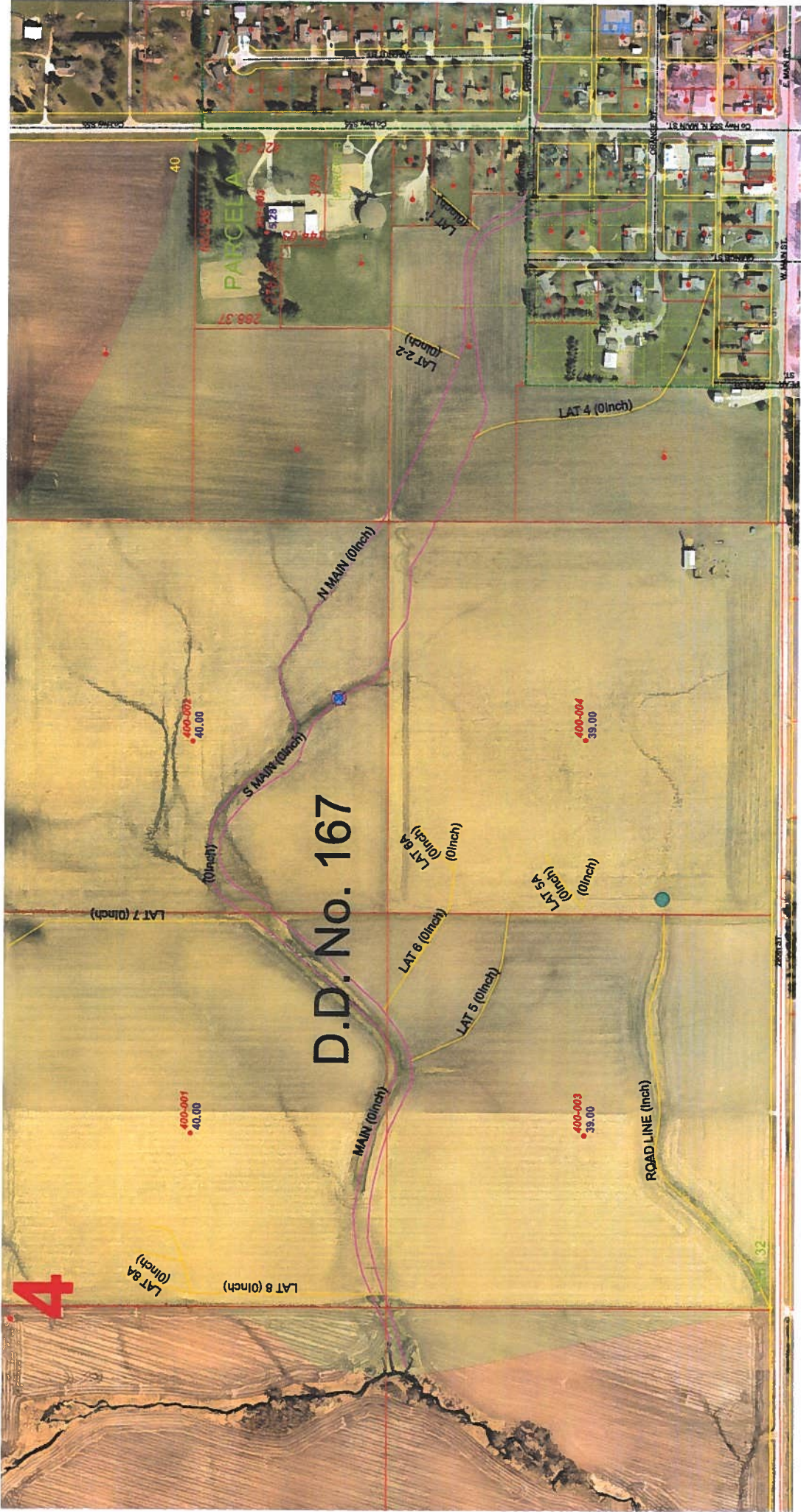
Repaired By: _____ **Date:** _____

Please reference work order # and send statement for services to:

Hardin County Auditor's Office
Attn: Drainage Clerk
1215 Edgington Ave, Suite 1
Eldora, IA 50627
Phone (641) 939-8111
Fax (641) 939-8245

For Office Use Only

Approved: _____ **Date:** _____



D.D. No. 167

4

PARCELA

288.37

198.03

5.28

3.79

40

400-001
40.00

400-002
40.00

400-003
39.00

400-004
39.00

LAT 84 (0inch)

LAT 8 (0inch)

MAIN (0inch)

LAT 6 (0inch)

LAT 5 (0inch)

LAT 4 (0inch)

LAT 2-2 (0inch)

LAT 4 (0inch)

LAT 84 (0inch)

LAT 5A (0inch)

LAT 7 (0inch)

S MAIN (0inch)

N MAIN (0inch)

ROAD LINE (inch)

32

W MAIN ST

E MAIN ST

CO HWY 29 W MAIN ST

GRANGE ST

2007 ST

2007 ST

2007 ST

2007 ST

Drainage District:

#167

Investigation/Repair Summary:

- Landowner in the NE¼ SE¼ Section 4, Township 86 North, Range 20 West reported a blowout/sinkhole with multiple smaller blowouts/sinkholes to the northwest of the larger one within the field waterway.
- Visual observation found the blowouts/sinkholes in the field as described in the Work Order request.
- Excavated at larger blowout/sinkhole and found the parallel 8-inch and 6-inch VCP Main tiles to be broken and very shallow, causing the observed larger sinkhole per the Work Order request. Removed damaged VCP tile from both Mains until cracked, but round, tile was found. Repaired each with dual wall HDPE matching their respective diameters (since concrete pipe is not available in these sizes), rock bedding and backfill, and ¾ concrete collars on each end of the repairs.
- Four smaller blowouts/sinkholes were found in both the upstream and downstream direction of the larger repair, with three being on the 8-inch VCP parallel Main, and one being on the 6-inch VCP parallel Main. These were caused by a small number of individual tiles being shallow and collapsing. Each was repaired with dual wall HDPE matching their respective diameters (since concrete pipe is not available in these sizes), rock bedding and backfill, and ¾ concrete collars on each end of the repairs.
- During one of the 8-inch Main tile repairs, a 4-inch private tile was damaged, but was repaired with a 4-inch Schedule 40 PVC pipe (due to lack of soil cover), rock bedding and backfill, and a full concrete collar on each end of the repair.
- All excavations were filled with on-site soil.

Contractor Time and Materials (spent while CGA was on-site):

See attached Tabulated Contractor Time and Materials Sheet.

Additional Actions Recommended:

Although an Engineer's Report and hearing concerning a large-scale replacement were already conducted, CGA still recommends the District Trustees consider a relocation or replacement of the Main tiles. Such a replacement will provide for more soil cover and extended lifespan, as the dual wall HDPE used for repairs above will not last long-term, and do not meet the manufacturer's recommendations.



Tabulated Contractor Time and Materials

Date	Totals	3/2/2020	3/5/2020	3/6/2020	3/10/2020	3/11/2020
Workman (hrs)	36 3/4	5	7 1/4	14 1/2	6	4
Mini Excavator (hrs)	22	2 1/2	7 1/4	7 1/4	3	2
Skidloader (hrs)	41 1/2	2 1/2	14 1/2	14 1/2	6	4
1" Clean Bedding Rock	Yes					
Concrete Collars	Yes					
8" Dual Wall HDPE Tile (ft)	61		13	46	2	
6" Dual Wall HDPE Tile (ft)	84		7	77		
4" Schedule 40 PVC Pipe (ft)	10		10			



Drainage Work Order Request For Repair

Hardin County

Date: 12/4/2017

Work Order #: WO00000201

Drainage District: Drainage Districts \DD 55-3 (51085)

Sec-Twp-Rge: 03-86-22 **Qtr Sec:** NW

Location/GIS: 86-22-03-100-002

Requested By: Larry Hindman

Contact Phone: (515) 689-2761

Contact Email: _____

Landowner (if different): Same

Description: DD 55-3 Lat 12 Tile plugged in the RR ROW about 450' south of 280th Street.

Repair labor, materials and equipment _____

Repaired By: _____ **Date:** _____

Please reference work order # and send statement for services to: Hardin County Auditor's Office
Attn: Drainage Clerk
1215 Edgington Ave, Suite 1
Eldora, IA 50627
Phone (641) 939-8111
Fax (641) 939-8245

For Office Use Only

Approved: _____ **Date:** _____



AUDIT 293470

CONSENT LETTER

June 10, 2019
Folder: 03141-19

FILED
JUN 14 2019
HARDIN COUNTY AUDITOR

Tina Schlemme
Deputy Auditor / Payroll
Hardin County Board of Supervisors
1215 Edgington Avenue, Suite 1
Eldora, Iowa 50627

Ms. Schlemme:

Please refer to Hardin County Board Of Supervisors, (hereinafter the "Utility") application for a maintenance on a drainage tile at Mile Post 128.84, on the Mason City Subdivision, at or near Radcliff, Hardin County, Iowa requesting approval from Union Pacific Railroad Company (hereinafter the "Railroad Company) to inspect, root clean, and jet the existing lateral tile. Attached hereto is a Railroad Location Print marked **EXHIBIT A**, each attached hereto and hereby made a part hereof, which illustrate the location and specifications of the subject project.

This letter will serve as notification that the Railroad Company approves of your above stated intentions.

It is understood and acknowledged that the Utility shall reimburse the Railroad Company for all expenses incurred by the Railroad Company for employment of flagmen, inspectors and other employees required to protect the right of way and property of the Railroad Company from damage arising out of and/or from the work on the utility line. The Utility shall reimburse the Railroad Company for such expenses within thirty (30) days after presentation of bill for such expenses.

This consent for work will expire one (1) year from the date hereof. If the work is not completed by the date herein you must contact the Railroad Company and request an extension of this Consent Letter.

If a contractor is to do any of the work performed on or about the Railroad Company's property, then Utility shall require its contractor to execute the Railroad Company's form Contractor's Right of Entry Agreement, **EXHIBIT B**. Utility acknowledges receipt of a copy of Contractor's Right of Entry Agreement and understanding its term, provisions and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Utility's contractor be allowed on or about the Railroad Company's property without first executing the Contractor's Right of Entry Agreement.

In order to protect the operations of the Railroad Company as well as for safety reasons, it is imperative that the Utility notify our field representatives at the following offices:

<p>Railpros Flagging up.info@railpros.com (877) 315-0513 x 116</p>	<p>Zachery L. Chaney MGR I SIGNAL MNTCE Phone: 402-690-8287 zlchaney@up.com</p>
---	---

no less than ten (10) days in advance of any construction on, along, or across the Railroad Company's right of way and/or tracks.

The Railroad Company has authorized the installation of fiber optics cable facilities on its property in certain areas. Prior to using the Railroad Company's property covered herein, you must contact the Railroad Company at **1-800-336-9193** to determine if a fiber optic cable is buried on the subject property. When you or your representative enters the Railroad Company's property, a copy of this letter must be available at the site to be shown on request to any Railroad Company employee or official.

If you have any questions or concerns pertaining to this permit, feel free to contact Norma Reynolds at (402) 544-8571 or njreynolds@up.com.

Sincerely,



Norma J. Reynolds
Mgr II Real Estate Contracts

RAILROAD LOCATION PRINT

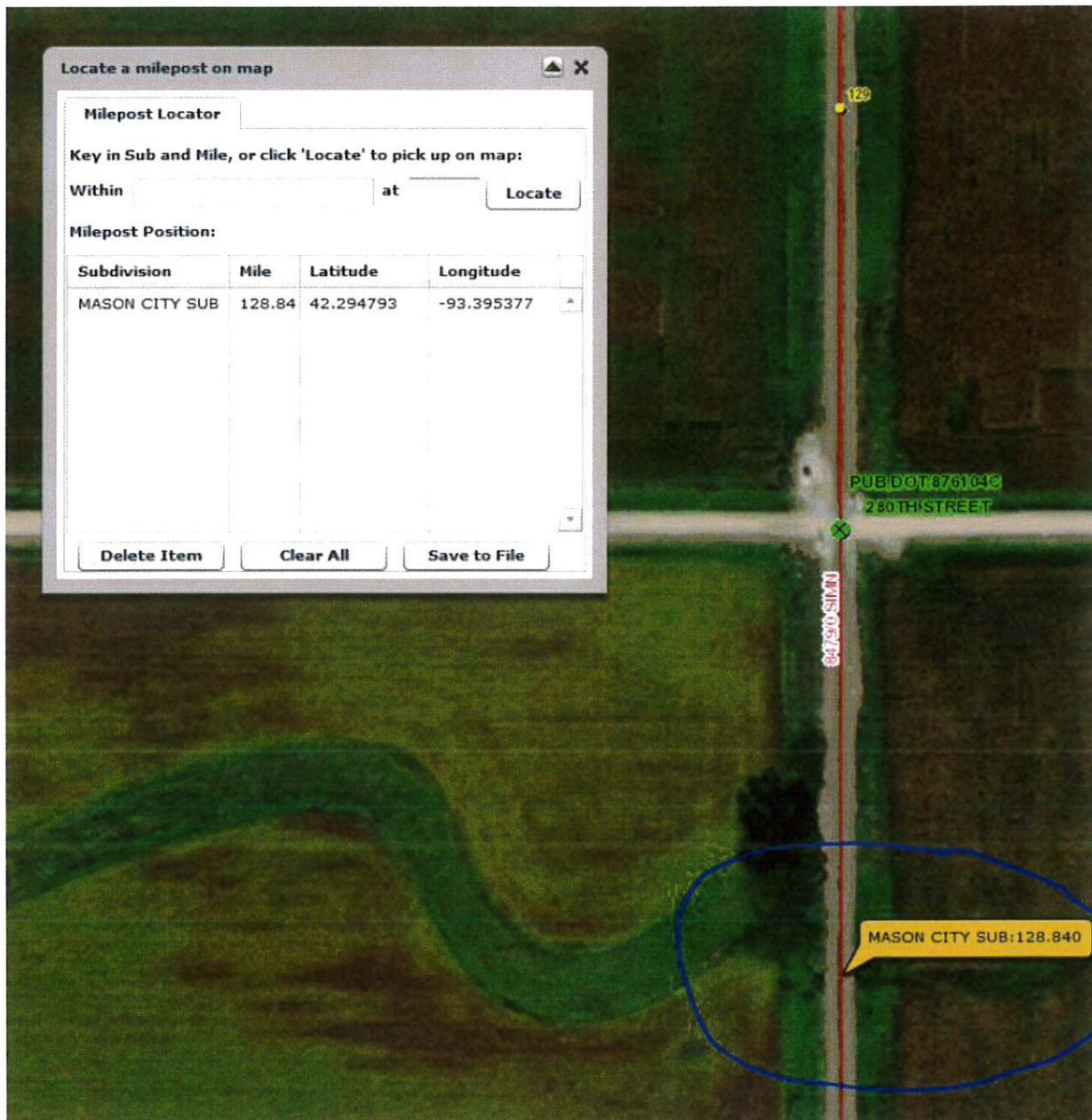
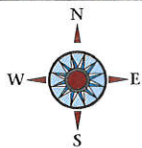


EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MASON CITY SUBDIVISION
RAILROAD MILE POST 128.840
RADCLIFFE, HARDIN COUNTY, IOWA

Folder No. 3141-19

Date: June 10, 2019

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT B
TO
CONSENT LETTER

PL X&E ROE 940201
Form Approved, AVP-Law
08/25/2006

Folder No. 03141-19

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and _____, a _____ corporation ("Contractor"), to be addressed at _____.

RECITALS:

The Contractor has been hired by **Hardin County Board Of Supervisors** to inspect, root clean, and jet the existing lateral tile (the "work"), with all or a portion of such work to be performed on property of Railroad at Mile Post 128.84, on the Mason City Subdivision at or near Radcliffe, Hardin County, Iowa, pursuant to a Consent Letter between Railroad and Hardin County Board Of Supervisors dated June 10, 2019, at such location as shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location describe above subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

Article I. DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article II. RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article IV, and is strictly limited to the scope of work identified to the Railroad, as determined by the Railroad in its sole discretion, and for no other purpose.

Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **C**, attached hereto, are hereby made a part of this Agreement.

Article IV. ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representatives or his or her duly authorized representative (the "Railroad Representative"):

Railpros Flagging up.info@railpros.com (877) 315-0513 x 116	Zachery L. Chaney MGR I SIGNAL MNTCE Phone: 402-690-8287 zlchaney@up.com
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C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

Article V. TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue for one (1) year from June 10, 2019, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article VI. CERTIFICATE OF INSURANCE.

A. Only upon request Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit C** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Folder No: 03141-19
Union Pacific Railroad Company
1400 Douglas Street STOP 1690
Omaha, Nebraska 68179-1690

Article VII. CHOICE OF FORUM.

Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the State of Iowa only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article VIII. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

Article IX. ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad **One Thousand Dollars (\$1,000.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

Article X. CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

Article XI. EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Norma J. Reynolds
Mgr II Real Estate Contracts

(Contractor Name)

By _____

Name: _____

Title: _____

Telephone: _____

Email: _____

RAILROAD LOCATION PRINT

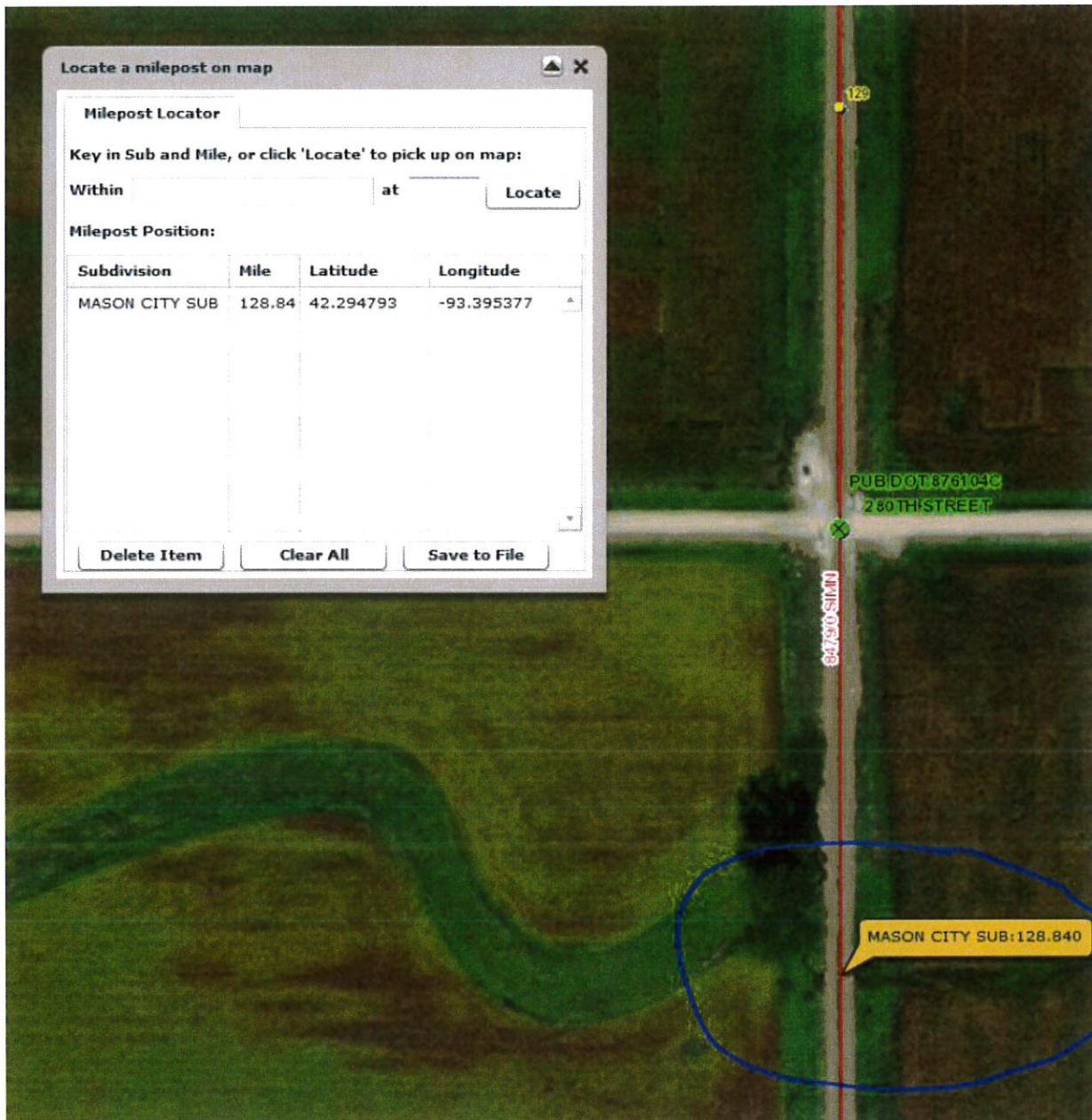
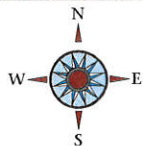


EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MASON CITY SUBDIVISION
RAILROAD MILE POST 128.840
RADCLIFFE, HARDIN COUNTY, IOWA

Folder No. 3141-19

Date: June 10, 2019

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT B
To
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of

five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's then current safety standards located at the following linke UP Safety Standards to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.

EXHIBIT C

Union Pacific Railroad Company Insurance Provisions For Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excel workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. **Railroad Protective Liability** insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.
- E. **Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any “hazardous” material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Contractor’s liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

Hardin County Drainage Claim for Damages

Claim # 2020-5 District # 52 Work Order # 215

Township Tipton Section 33 Twp 87 Rge 21 Qtr Sec _____

Parcel Tax IDS 872133276001 _____

872133276002 _____

Name Tracy Below

Address 204 SOUTH STATE STREET

HUBBARD, IOWA 50122

Phone 641-485-3396

Email Address tracy below @ gmail . com

Landowner (if different) Shawn Piel/Piel Manufacturing

Claim Type: Crop Damage 2016

Crop Year 2017 Crop Year _____

Type of Crop ALFALFA Type of Crop _____

Acres Damaged 3.5 # Acres Damaged _____

Yield Per Acre _____ Yield Per Acre _____

Fence Damage

Outlet Damage

Other: FLOODED FOR 24 YEARS, THEN DROVE UP, AND OPEN FOR 24 YEARS

Desired Compensation - Please note if payment should be split between landlord/tenant. TOXIC FOR 2020

Monetary Payment

Repair of Damages

Other: MAKE PAYMENT TO TRACY BELOW

Claimant Signature Tracy Below

Date 3/16/20

For Office Use Only

Unit Value \$ _____ /bushel Unit Value \$ _____ /bushel

Crop Damages (Verified Acres X Yield X Unit Value) \$ _____ \$ _____

Total Amount Approved \$ _____

Approved Signature _____

Date _____