

AGENDA
Regular Drainage Meeting
Wednesday, September 7, 2022, 9:30 A.M.
Hardin County Emergency Operations Center (EOC)
1031 Edgington, Ave., Eldora, IA

This meeting will be open to the public for in-person attendance at the EOC building, attendance is also available electronically either by conference call or online.

To access the meeting call: 1-(312)-626-6799, when prompted enter meeting ID code: 820 7567 2007

You can also access the meeting online at:

<https://us02web.zoom.us/j/82075672007>

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

Documents:

[8_17_2022 - MINUTES.PDF](#)
[DD 11 LANDOWNER MTG MINUTES 8-3-22.PDF](#)

4. Approve Claims For Payment

Documents:

[PAYABLES-DRAINAGE PUBLICATION 9-9-2022.PDF](#)

5. DD 55 Div. 3 - Discuss W Possible Action - Drainage Utility Permit Application

Documents:

[DD 55 DIV 3 DRAINAGE DISTRICT PERMIT.PDF](#)
[FIRST MAP.PDF](#)
[DD 55 DIV. 3 MAP W DRAINAGE FILTER.PDF](#)

6. Discuss W Possible Action - New Work Order Requests
7. Other Business
8. Adjourn Meeting

REGULAR DRAINAGE MEETING

8/17/2022 - Minutes

1. Open Meeting

Hardin County Drainage Chairperson BJ Hoffman opened the meeting. Also present were Trustee Lance Granzow; Trustee Renee McClellan; Lee Gallentine of Clapsaddle Garber Associates; Taylor Roll, Hardin County Engineer/Mayor of Radcliffe; Michael Pearce, Network Specialist; and Michelle Kuechenberg, Drainage Clerk.

2. Approve Agenda

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

3. Approve Minutes

Motion by Granzow to approve the minutes of the regular drainage meeting's dated 7/6/2022 and 8/10/2022. Second by Hoffman. All ayes. Motion carried.

4. Discuss W Possible Action - Consideration Of Scheduling Regular Drainage Meeting On Tuesday, August 23, 2022

Hoffman asked if there was enough to have it or if we could just cancel it all together. Kuechenberg stated we could cancel the meeting.

Motion by Granzow to cancel the regular drainage meeting on Wednesday, August 24, 2022. Second by Hoffman. All ayes. Motion carried.

5. Discuss W Possible Action - New Work Order Requests

Kuechenberg stated Brent Torgeson reported a sinkhole just east of RR bridge on Lat 3 in DD 25, Garden City. Kuechenberg stated we had the Completion Hearing for this project June 02, 2021, so this would just be a warranty repair. Hoffman asked who the contractor would be. Kuechenberg stated the contractor was McDowell and Sons. Gallentine stated he can forward this on to McDowell and see what their response is.

Motion by McClellan to direct Gallentine to contact McDowell and take the project forward. Second by Granzow. All ayes. Motion carried.

6. Other Business

DD 56- Gallentine stated they are working on a completion report for DD 56, the diversion project with Gehrke, Gallentine is hoping to get that to the Trustees by the end of the month so we can get a hearing scheduled.

DD 26/dd 123- Taylor Roll stated his bridge crew was working on a project in DD 26 west of 220TH and S27 and noticed a tile issue just outside of their right of way. Roll stated there was and dam there, made out of plastic. Roll stated his crew recommended removing it. Roll stated it is currently preventing water from getting down through the drainage district. Kuechenberg stated this is either DD 26 or 123, she could not tell on Beacon. Granzow asked Gallentine to check that out. Gallentine stated he believes that is in DD 123, if he remembers it correctly it was put in when they replaced the tile. Gallentine stated they will gladly take a look at it if Kuechenberg will send him the information. Kuechenberg stated she could do that.

Roll stated they did not have an answer on trees yet. Roll stated it is \$600 a tree. Roll stated he does not know when he will get there but our plan is to concentrate on the dead ones first. Roll stated if he shows up and only has enough time to do 14 this year, or possibly none, he has had a busy year this year. Roll stated he does not have an answer for him on Radcliffe just yet. Hoffman stated as long as there is progress. McClellan asked who was doing it? Roll stated Robbs Tree Service out of Story City.

7. Adjourn Meeting

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

REGULAR DRAINAGE MEETING

8/3/2022 - Minutes

1. Open Meeting

Hardin County Drainage Vice Chairperson Lance Granzow opened the meeting. Also present were Trustee Renee McClellan; Lee Gallentine of Clapsaddle Garber Associates; Shirley Carolus; Morgan Vierkandt; Michael Pearce, Network Specialist; and Michelle Kuechenberg, Drainage Clerk.

2. Approve Agenda

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

3. Introductions/Attendance

Introductions were made and attendance was verified.

4. DD 11 WO 331 - Discuss W Possible Action - Investigation Summary

Gallentine stated we had a work order turned in on Drainage District 11. Gallentine stated there is an intake that was not functioning correctly, when they got out there the first thing, they noticed was the number of trees downstream on the main tile. Gallentine stated there is a 2 ½ foot diameter tree, a 5-foot diameter tree, 3 ½ foot diameter tree, triple prong tree, and a 5-foot diameter tree. Granzow asked what the easement was? Gallentine stated easement wise, the district does have one, they have the right to go in and maintain the tile. Gallentine stated he has not gone through the records to figure out if there is an established width. Gallentine stated there probably is not an established width. Gallentine stated typically we like to have an established width of 50 feet on either side of the district tile to be able to maintain. Gallentine stated as far as finding the document that states a width, those are few and far between. Gallentine we were thinking there was a root problem right away because several of these are maple trees. Gallentine stated the Trustees authorized us to go out there and start replacing pipe and we will worry about that later. Gallentine stated we went out there and did some exploratory instead. Gallentine stated as we start on the south end, it is about a 15inch tile and has fine roots in it. Gallentine stated that one is not too bad, it is pretty far from the trees and has about an inch of silt in it. Gallentine stated as we get into the north side of Berlin St., the tile is cracked again, but now we have 4inches of silt starting to reduce the drainage compacity. Gallentine stated there are large root balls further downstream that the crew pulled out the best they could and now they have 5 inches of silt. Granzow stated, but they were pulled out. Gallentine stated the ones they could get to. Gallentine stated they dug it up on the other side of the tree and are now back to one inch of silt. Gallentine stated part of the silt is caused by the tree roots and the other part is caused by the tile. Gallentine stated at one point the tile is V'ing down. Granzow stated so it is flowing. Gallentine stated flowing is a relative term, flowing correctly, not with 5inches of silt in it. Gallentine stated it's not so much the silt as it is ready to collapse. Gallentine stated they went ahead and located further up by Shirley Carolus's property and the tile is located under the building. Gallentine stated all told there is about 350feet in there that is flowing, flowing correctly, not even close. Gallentine stated after their investigation he wanted to update the Trustees and call a landowner meeting to discuss what our next steps are before we replace 350 feet of tile, and the bill comes out later. Carolus asked where the trees are located in the town. Gallentine pointed to the map and stated the trees are around Maple St., Ellsworth St., Berlin St., and the co-op. Granzow asked who owned all of the properties. Granzow asked if they were vacant? Gallentine stated he knew Carolus owned some of the properties but was not sure about the rest. Granzow stated he received a suggestion from a landowner that we should remove the trees and repair as it goes as long as the water is flowing. Granzow stated we cannot do that unless we know what the easement is, we would need permission from the landowners before we move forward with tree removal. Gallentine asked Pierce to hop on GIS and see who the landowners are. Gallentine stated the district has the authority per code to remove trees. Granzow stated within the easement. Gallentine stated the code states to remove trees, it does not say that you are liable for damage if you're outside of the easement. Gallentine stated you will want it resolved ahead of time no doubt. Gallentine stated he just wanted the Trustees to know they have the authority. Gallentine looked at GIS and confirmed that it was just Shirley Carolus and Mid-State Milling we need approval to remove the trees from. Granzow asked Carolus if she was ok with us removing the trees, so the roots stop spreading in the tile. Carolus stated she did not know exactly which trees we are talking about. Carolus stated she has tried to find out for years who owned the trees that are west of her property. Carolus stated she's tried to check with the City Clerk before and the gal told her to go out and measure to find her

property line. Carolus stated she cannot do that kind of stuff anymore. Granzow asked Carolus if she is ok with our Drainage Engineer going out and measuring for the property line then? Carolus stated she does not know if the trees are on her property or not. Gallentine asked if they are on your property can we take them? Carolus stated she has been trying to get one out of there for several years, it is even hollowed out. Carolus stated they checked on getting it taken down and they wanted to charge a ridiculous amount for it. Granzow stated the district is going to pay for it now if you're ok with it. Carolus stated as far as getting that one down, definitely. Carolus stated she is not sure if the rest of them are on her property. Pearce zoomed in on Carolus's property on Beacon. Gallentine stated he sees a couple that are near her south property line. Gallentine asked Carolus if she cares if we remove the trees. Carolus asked if he is speaking about her property. Granzow stated, yes, on your property. Carolus asked the Trustees to find out if the other line of trees is on her property. Carolus asked the Trustees if she could get her son Jeff on the phone if they would talk to him. Granzow stated they would. Granzow stated one of those trees are not a question for them as far as drainage goes. McClellan stated clear to the west. Granzow stated that was the one he was talking about. Granzow stated she has at least 3-4 trees that we want down. Granzow stated he thinks we want the two right off of the building. McClellan asked how far the roots went? Gallentine stated they try to take anything within 50 feet. Gallentine stated it depends on the species. Gallentine stated if you have an oak tree, it probably will never plug a tile. Gallentine stated a Maple and Aus trees are the worst. Granzow stated he sees 5 trees on Carolus's property alone. Carolus stated she is having a terrible time with her phone. Granzow stated he would give her son a call. Granzow introduced himself to Jeff Carolus and stated we were in a drainage district meeting with his mother Shirley. Granzow stated we would like to remove some trees on your property in Buckeye that are impeding the drainage district facilities. Granzow asked Jeff if he has a problem if the drainage district removes those trees. Granzow stated there is about 5 trees we are looking to remove. Jeff Carolus asked about the tree that was set on fire. Granzow stated we can only spend district money on the easement side of it. Gallentine stated if it is already dead, there will not be any roots affecting the tile. Granzow stated there are some that are right next to the shop on the north side of it and as you go west there are two bigger ones. Granzow stated there are quite a few on the neighbor's property too. Granzow asked Jeff if he wanted to stump removed as well. Jeff Carolus asked what that would cost him. Granzow stated everyone pays in the district, it will not cost full price. Granzow stated Jeff likes his trees, take the minimal amount, but the ones that are taken he wants the stumps removed. Granzow stated Jeff left it up to his mother Shirley Carolus to make the final decision. Granzow asked Shirley what she wanted to do. Carolus stated she doesn't have to deal with it. Carolus stated she guesses they were surprised when something was going on there because they did not know. Carolus stated people were asking them what they were doing down at the shop. Granzow stated they pulled a bunch of roots out of the tile already and we're trying to keep that from getting worse. Vierkandt pulled up the map on Beacon and showed the Trustees the dead tree on Carolus's property. Granzow asked Vierkandt if he was opposed to taking the dead tree out while the contractors are on site removing the other trees. Vierkandt asked if he could just remove it. Vierkandt stated it would be cheaper if he removed it and would not cost the district. Granzow stated he would be fine with that. Gallentine stated the stump would still have to be removed. Gallentine stated the dead one would not affect the drainage flow because it does not have active roots. Granzow stated Jeff was addiment about wanting that one gone if we are taking the other ones. Gallentine stated he understands. Carolus asked if that tree they are looking at was dead? Vierkandt stated the one he is looking at is, he is not sure if that is the one, they are talking about. Carolus stated there is a whole line of trees to the west of the shop that run north and south and this one is to the south of that line of trees. Carolus stated that particular tree had rotted out and the neighbor set it on fire. Carolus stated the last she knew it still had leaves and everything on it. Gallentine stated it is probably a maple. Carolus stated the neighbor was going to take it down at one point. Carolus stated she does not know if those trees are on her property or not, she has tried for years to find out. Granzow stated if it is in the easement, he can argue that fact for her. Gallentine stated it would not be a bad idea to remove the one further west because lateral D does run along the road there. Granzow stated it would make sense to him. Gallentine stated he does not think this district has separate classifications for the laterals. Kuechenberg stated this district does not, it is the original classification. Granzow asked if we just removed all of the trees in that area. Gallentine stated it was further to the west. Gallentine stated we have not worked in this exact spot.

Granzow stated he has approval from Shirley that we can take trees within the easement. Carolus stated that was correct. Granzow stated we should probably get something in writing stating that. Carolus stated she wants the stumps removed too. Granzow stated that is what her son Jeff said too because he does not want to mow around them. Carolus stated she does not know what was all done out there until she got phone calls from other people asking what they were doing. Carolus stated they did not know. Gallentine stated everyone received an investigation report when they came in and he explained what was done out there in the beginning of the meeting. Carolus stated that's right. Gallentine stated so now you know what was done. Carolus stated it is kind of late. Gallentine stated that the way investigations are handled we go out to the site investigate and report back. Carolus stated she wishes she would have been called. Gallentine stated he does

not have her phone number. Granzow stated we cannot remove one of the stumps on Carolus's property, it is right up against the building. Granzow stated it is growing out of the building and the drainage district does not want that liability if something happened to the foundation. Vierkandt showed Carolus the tree on the north side of the shop. Carolus stated that might be the dead one. Granzow stated he does not mind knocking it down but does not want to remove it. Gallentine stated most contractors will not send their blade in where it will hit concrete. Granzow stated he would like to look at what our easements are. Gallentine stated he is 95% sure there will not be a width in the record because they are very few and far between, but he would recommend 50 feet on either side. Granzow stated he is ok with that. Granzow asked if the contractor had any questions who should they contact? Carolus stated she would prefer for them to contact her son Jeff Carolus. Granzow stated we need to get a hold of the other landowner for the other trees. Gallentine stated that would be Mid-States, they turned in the work order. Granzow stated he thinks if they get rid of the trees, they can slow down the process of the tile.

Granzow stated he had a phone call this morning and the landowner voted remove the trees and fix the tile as it fails. Gallentine stated that has always been the general attitude in Buckeye and that is why they stopped to have a landowner meeting when they saw the condition of the tile. Granzow asked Vierkandt if that was the message he got too. Vierkandt stated that was correct. Vierkandt stated they just don't want a huge project. Gallentine stated the trees will be expensive enough. Granzow stated the trees will not be cheap. Carolus requested that someone get a hold of her son Jeff to show him what they will be removing. Gallentine stated they sure can. Gallentine stated they can also tie a pink ribbon on the trees they are going to cut down and then it is visible. Gallentine stated we can let him know once we do that. Granzow stated he heard a conversation where tree removal was getting impossible because the DNR does not want you to move them off site. Vierkandt stated you cannot move them offsite where they were cut down to burn them. Vierkandt stated they got in trouble with the DNR for moving a tree offsite. Vierkandt stated they just moved it to another location in town to burn it and they got in trouble. Gallentine stated that is the tree removal persons issue to deal with. Gallentine stated he has been in City Council meetings and tree removal ranges depending on the size from \$500 to \$5000 a tree. Gallentine stated the first step is to see if we can find the easement width and then we need to get something in writing with both landowners. Granzow stated which he thinks we could do right here with Sirley Carolus. Granzow asked Kuechenberg if she could write something up really quick. Kuechenberg stated she could head up to the office and get something written up really quick. Gallentine stated it would need to state something along the lines of the easement width or 100 feet, whichever is less. Gallentine stated we should also include in there that stumps are removed where feasible. Gallentine asked if the Trustees wanted CGA to contact Mid-States or Kuechenberg to. Granzow asked Kuechenberg if she wanted to. Kuechenberg stated she would reach out to them. Gallentine stated they would gladly meet anyone on site. Granzow stated he would have Kuechenberg contact them and if they wanted a location, they could reach out to CGA. Kuechenberg stated she was good with that. Granzow asked Gallentine if he was going to contact Jeff Carolus. Gallentine stated he would. Carolus asked Gallentine to wait until after 3 p.m. Granzow asked the landowners if they were ok with everything at the meeting. Gallentine stated we will not touch the tile. Gallentine stated it is flowing, not at capacity, but it is flowing. Gallentine stated if we get rid of the trees there will be less roots in there. Gallentine stated he does not know how is upstream of the tile but believes it might be Jack Runge. Granzow stated he spoke with Jack Runge early this morning. Gallentine stated he is the one who will be impacted the most. Granzow thanked the landowners for coming. Gallentine asked the Trustees what they wanted to do once we had everything in place whether they just wanted it to be assigned to the lottery. Granzow stated it is a small enough job, that is what he would do. Granzow stated if the landowners want to cut some trees before hand that is ok with him too. Carolus stated the neighbor to the west claims that he contacted the electric company about a tree that was next to the lines, and they would not take it down. Granzow stated if that tree is alive and has roots, do you want CGA to look at that tree? Granzow asked Gallentine if they would look at the tree if it is alive. Gallentine stated that Jeff knows which one it is so he can show him. Granzow stated it is a different lateral, but still one that we have to maintain. Gallentine stated that is right, and you don't want the tile to be totally plugged either. Gallentine stated he will call Jeff and wait to hear back from Kuechenberg about Mid-States. Kuechenberg stated that sounds good to her.

Motion by McClellan to instruct Gallentine to send this work order to the lottery and contact Jeff Carolus regarding tree removal on his property. Second by Granzow. All ayes. Motion carried.

5. Comments/Discussion
6. Possible Action
7. Other Business

8. Adjourn Meeting

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



Hardin County

Drainage Claims with Pay Date of 9/9/2022

DD 11 Report and attendance of meeting	Clapsaddle-Garber Assoc	1,222.00
DD14 Work plans replacement of lower portion MT	Clapsaddle-Garber Assoc	518.40
DD56 Project completion for main tile improvement	Clapsaddle-Garber Assoc	3,842.30

Total Regular Payables: 0.00
Total Stamped Warrants: 5,582.70

HARDIN COUNTY DRAINAGE DISTRICT UTILITY PERMIT APPLICATION

Applicant: INTERSTATE POWER AND LIGHT
Company Name
410 LAWLER STREET
Address
IOWA FALLS IA 50126
City State Zip

Applicant Contact: SERGIO MARIN (641) 746 - 7611
Name Phone
SERGIOMARIN@ALLIANTENERGY.COM
Email

Utility Type: UNDERGROUND ELECTRICAL

Drainage District(s) Crossed: D.D. No. 143 (DIV 3) & D.D. No. 55: Div #3

Facilities Crossed (specific tile, open ditch): _____

Description of Work: WILL RUN PRIMARY FROM THE POLE EAST OF THE DRIVEWAY GOING WEST
(Location plan of proposed utility must be attached.) TO THE DRIVEWAY & THEN SOUTH ALL THE WAY TO THE TRANSFORMER
THAT WILL BE PLACED APPROX. 350FT FROM HWY 175.

Pursuant to Code of Iowa Section 468.186, approval is hereby requested for the right, privilege and authority to construct, operate and maintain utilities on, over, across or beneath established Hardin County Drainage Districts, subject to the attached Requirements for Construction On, Over, Across or Beneath Established Drainage District. Failure to comply with said requirements shall be ground for revocation of the permit by the Hardin County Board of Supervisors.

Sergio Marin
Applicant Signature

8/30/2022
Date

Submit Form and Location Plan To: Hardin County Auditor's Office
Attn: Drainage Clerk
1215 Edgington Ave, Suite 1
Eldora, IA 50627
Fax (641) 939-8225
drainage@hardincountyia.gov

For Office Use Only

Application Approval:	
By: _____ <i>Board of Supervisor Chairman, Acting as Drainage District Trustee</i>	Date: _____
APPROVED PERMIT #: _____	



REQUIREMENTS FOR CONSTRUCTION ON, OVER, ACROSS OR BENEATH ESTABLISHED DRAINAGE DISTRICT

Upon issuance of a permit for utilities on, over, across or beneath established Hardin County Drainage Districts, the applicant shall be governed by these requirements and shall comply with all conditions contained herein.

SECTION I – Standard Requirements

1. The Applicant shall furnish the Drainage District, or its representative, plats showing the exact location of the proposed construction. If it is found that such locations are in conflict with the present or proposed facilities and that a more desirable location is possible, the Applicant shall review such possible alignment changes. **No construction is to commence with the drainage facility without an approved application.**
2. Upon approval of the application, and prior to the commencement of any construction, the Applicant is required to pay a prepaid inspection fee made payable to County Treasurer's Office. The prepaid inspection fee shall be equal to \$2,000 per crossing of any of the Drainage District's facilities (by way of illustration, if an application includes a scope of work that would result in crossing over the Drainage District's tile in three (3) locations, the prepaid inspection fee would be \$6,000). Within thirty (30) days after completion of the installation, the Drainage District or its designee shall remit any unused portions of the prepaid inspection fee to the Applicant, along with a statement for services rendered. Inspection fees and cost in excess of the prepaid inspection fee are the responsibility of the Applicant.
3. Applicant shall comply with Iowa One-Call requirements prior to commencing any work.
4. The Drainage District shall provide Applicant access to maps or other information regarding the location of all known drainage district facilities so that reasonable care may be taken by Applicant to avoid un-necessary damage to said drainage district facilities.
5. The Applicant shall hold the Drainage District harmless from any damage that may result to the Drainage District facility because of the construction or maintenance of the utility, and shall reimburse the Drainage District for any expenditures that the Drainage District may have to make on said Drainage District facilities resulting from Applicant's construction and installation of utilities, or their subsequent repair or modification.
6. The Applicant shall take all reasonable precaution during the construction of said utility to protect and safeguard the lives and property of the public and adjacent property owners and shall hold the Drainage District harmless from any damages or losses that may be sustained by adjacent property owners on account of such construction operations. Further, Applicant agrees to replace, repair or reimburse all damages to private property occasioned by Applicant's installation of subsequent modification or repairs.
7. The Drainage District assumes no responsibility for damages to the Applicants property occasioned by any construction or maintenance operation of said Drainage District facilities, subsequent to Applicant's installation.
8. A copy of a certificate of insurance naming the County/Drainage District as additional insured for their permit work shall be provided to the County Auditor prior to installation. The limit of liability under the insurance policy shall not be less than \$1,000,000 per occurrence.
9. The Applicant agrees to give the Drainage District twenty-four (24) hours (Saturday and Sunday excluded) notice of its intention to commence construction on any lands within the jurisdiction of the Drainage District. Said notice shall be made in writing to the County Auditor or to the designated Drainage District representative.
10. The Applicant agrees to place permanent, visible markers or monuments at locations where utility crosses Drainage District facilities. These monuments or markers shall identify the owners name, address and phone number.
11. The Drainage District Trustees may appoint a representative to inspect and approve all construction across Drainage District facilities as part of this permit. All compensation, wages, mileage and other expenses for this representative will be paid by the Applicant. It will be the responsibility of the Applicant to make all contacts with private parties (adjacent owners/operators) to determine the location of private drainage facilities. Said representative will also inspect all crossing of Drainage District facilities and may, if required, observe the crossing of private drainage facilities, and shall have the authority to require the Applicant to excavate and expose the crossing of any Drainage District facility where the representative believes it prudent to visually examine Applicants crossing of the Drainage District facility. Further, said representative has the authority to suspend construction and installation by the Applicant within any Drainage District jurisdiction by verbal order to the contractor at the site and a telephone call to Applicants contact person listed on page 1 within six (6) hours of the verbal order.



12. The construction and maintenance of Applicants installation shall be carried on in such a manner as to not interfere with or interrupt the function of said Drainage District facilities without the express written consent of the Drainage District Representative. In the event it becomes necessary to temporarily stop the flow of water, the following shall be completed by the Applicant:
 - a. If the crossing involves a tile line, the replacement of tile with approved materials, in the manner approved by the Drainage Districts designated representative, 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 Contractor 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 this tile line is so temporarily blocked, the Contractor 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 Applicants expense.
 - b. If the crossing involves an 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 District designated representative. The maximum elevation of this impounded water shall be determined by the designated Drainage District representative 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 shall be in such a manner that the smooth and efficient function of the drainage ditch is not impaired, with all costs and damages borne by Applicant.
13. The Applicant will at any time subsequent to the commencement of construction, and at Applicants sole expense, reconstruct or replace its installation as may be necessary to conform to new grade or alignments resulting from maintenance or construction operations by the Drainage District in connection with any of its drainage facilities. Applicant agrees to do this within forty-five (45) days of receipt of written request from the Drainage District, or such longer time period as the Drainage District may specify, without cost to the Drainage District. Such reconstruction or realignment of Applicants improvements shall be made in accordance with and approved by the Drainage District or its designated representative. If the Applicant is unable to comply within the time period specified above, the Drainage District may cause the work to be done and the Applicant will pay the cost thereof upon receipt of a statement of such costs.
14. **CROSSING OF OPEN DITCH FACILITIES.** Utility crossings shall be constructed as follows, as directed by the designated representative of the Drainage District:
 - a. Passage of installation in a horizontal plane five feet (5') below design grade of drainage ditch, as established by the Drainage District representative.
 - b. The above depth to extend to a point two (2) times the design base width of ditch either side of centerline of drainage ditch (measured along the centerline of utility) unless the existing base width is greater than the design bases width. If the existing base width is greater than the design with, the depth is to extend to a point two (2) times the existing width.
 - c. The rate of slope for transition from normal utility laying depth of crossings of drainage ditches shall not be steeper than 4:1.
 - d. If such ditch crossings occur at points of outlets of Drainage District or private tile lines or within twenty-five feet (25') of said outlets, such outlets must be relocated to a point not less than twenty-five feet (25') from such crossings. Such relocations shall be at the expense of the Applicant and as directed by the representative of the Drainage District.



15. CROSSING OF DRAINAGE DISTRICT TILE LINES. Utility crossings shall be constructed as follows, as directed by the designated representative of the Drainage District:
- a. All proposed installations must be placed under the existing Drainage District tile lines. These requirements may be waived only upon the review by and approval of the designated representative of the Drainage District. Such waiver must be in writing.
 - b. A minimum of one foot (1') clearance below existing Drainage District facilities must be maintained.
 - c. At all crossings of Drainage District tile lines with the proposed utility, one of the following must be used:
 - i. Replace Drainage District tile with reinforced concrete pipe of same or larger diameter than existing tile. Concrete pipe to be 2,000 D strength (Iowa Department of Transportation approved) with standard tongue and groove joints. Pipe to have a minimum of three (3) bolt-type connectors at each joint.
 - ii. Replace Drainage District tile with cathodic protected corrugated metal pipe. Diameter of corrugated metal pipe to be a minimum of two inches (2") larger than outside diameter of tile line being replaced. (Specifications regarding gage, cathodic protection and other details to be subject to review and approval.)
 - iii. Dual wall plastic with specific approval of Drainage District representative.
 - iv. Bore new utility installation; maintain existing tile in an undisturbed state.
 - d. The length of tile to be replaced by any of the above alternates is as follows:
 - i. Eight-inch (8") tile and smaller: Six feet (6') either side of centerline of proposed installation, measured at right angles to the centerline of installation.
 - ii. Ten inch (10") tile and larger: Ten feet (10') either side of centerline of proposed installation, measured at right angles to the centerline of installation.
 - e. At all crossings of Drainage District tile lines where the Drainage District and private tile lines are damaged by the construction, maintenance or repair of Applicants installation shall be repaired as directed by the Drainage Districts designated representative.
16. This permit is subject to existing regulations and statutes of the State of Iowa and future regulations, which may be promulgated or enacted.
17. This application is subject to revocation by Hardin County, if in its judgment it is necessary for legitimate purposes. In such event, written notice shall be provided to permit holder.
18. Applicant agrees to pay all other legitimate costs, fees and expenses associated with its crossing of the Drainage District facility, including but not limited to, publication costs, engineering costs and legal service costs. Said costs will be paid within thirty (30) days of the mailing of the statements to the Applicant.
19. Applicant agrees to provide a copy of as-built plan of the utility route and location, showing route changes that may have taken place during construction.
20. Applicant agrees to include a copy of these requirements to all bidding specifications; or if the construction and installation contract has been let by the time this permit is approved, Applicant agrees to provide a copy of these requirements to the contractor and to advise them that they are bound by the terms of these requirements.



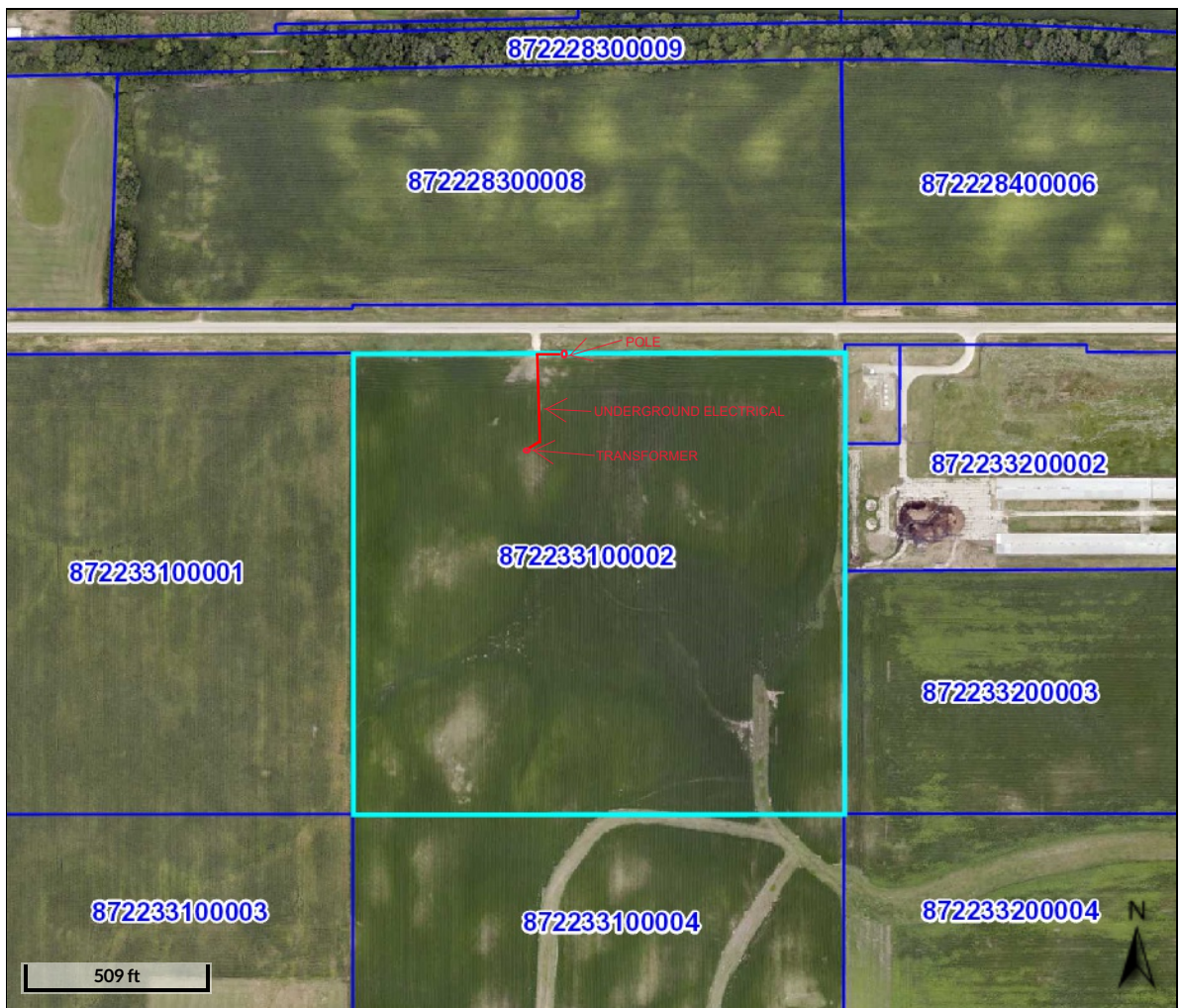
SECTION II – WIND TURBINE REQUIREMENTS

21. This Section shall apply to commercial wind turbine applicants as defined in Hardin County Ordinance 29, Article XXIII.
22. Section I above shall also apply, but to the extent the requirements of Section II herein are incompatible with those in Section I herein, those in Section II shall apply.
23. Prior to approval and issuance of a permit, applicant first shall obtain conditional approval from the Drainage District. The conditional approval shall be for each proposed site and shall require the applicant and the Drainage District to enter into an agreement containing the following terms: (1) At applicant's expense, and at District's direction and conditions, applicant shall televise the District Tile that may be impacted as determined by the District; (2) The applicant shall enter into a damages agreement with the District, per site, that: a. allocates to the applicant a percentage of fault for resulting damages to the Drainage District facilities; b. establishes damages based on replacement cost to the Drainage District; c. establishes a damages deposit; and d. requires the applicant to pay the Drainage District legal fees related to the agreement, including enforcement.
24. No permit shall be approved or issued without first entering a damages agreement as set forth in the previous paragraph. A permit will also include the following requirements:
 - A. At District's discretion, under the District's direction and conditions, and at applicant expense, applicant shall televise the District tile before and after a turbine's construction to review tile conditions.
 - B. Applicant shall use GPS to map crane walks and ingress and egress of all vehicles and equipment with a gross weight of 8,000 lbs. or greater, and shall provide this data to the District in a format approved by the District.
 - C. Applicant shall maintain a two hundred (200) foot setback from the outside of the turbine's footing to any District facilities, including open ditches, to allow for repairs to Drainage facilities.
 - D. At applicant expense, the District shall designate at its discretion an engineer/technician that the applicant shall allow to be present to observe any and all aspects of construction. These costs shall not be passed on to the landowner or District.
 - E. Wind turbine underground accessory facilities, feeder lines and cables shall be bored under District facilities at a depth approved by the District.
 - F. Applicant shall use the District engineer and local contractors approved by the District for all work pertaining to tile televising/inspection, repair and replacement. The District shall maintain a current price list for local contractors' services and rates and shall be provided at the applicant's request.
 - G. Any time a wind turbine undergoes changes, re-powering or re-blading, or any service to the turbine that requires a crane walk, the site will need to be re-televised as required in subparagraph "A" above, as well as new GPS mapping as required in subparagraph "B" above.
 - H. The District has the authority to enter upon the land and service any District facilities at any time, with or without the consent of, or prior notice to the applicant. The applicant is responsible for any cost increase experienced by the District for service and maintenance of District facilities due to a wind turbine and turbine accessory facilities and lines.
 - I. The applicant shall pay any legal costs, including reasonable attorney fees, incurred by the District related to any disputes or enforcement of these permit requirements.
25. The term "Applicant" shall mean the permit applicant, the applicant's agents, heirs, successors, assigns, and facility owners.

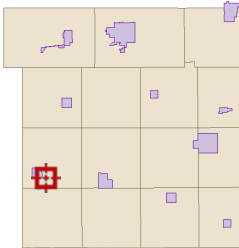


SECTION III – HAZARDOUS LIQUID PIPELINE / PRESSURIZED PIPELINE REQUIREMENTS



26. This Section shall apply to applicants related to the installation of hazardous liquid pipelines / pressurized pipelines (collectively referred to herein as “Pipelines”).
27. Section I above shall also apply, but to the extent the requirements of Section III herein are incompatible with those in Section I herein, those in Section III shall apply.
28. Prior to approval and issuance of a permit, applicant first shall obtain conditional approval from the Drainage District. The conditional approval shall be for each proposed site and shall require the applicant and the Drainage District to enter into an agreement containing the following terms: (1) At applicant’s expense, and at District’s direction and conditions, applicant shall televise the District Tile that may be impacted as determined by the District; (2) The applicant shall enter into a damages agreement with the District, per site, that: a. allocates to the applicant a percentage of fault for resulting damages to the Drainage District facilities; b. establishes damages based on replacement cost to the Drainage District; c. establishes a damages deposit; and d. requires the applicant to pay the Drainage District legal fees related to the agreement, including enforcement.
29. No permit shall be approved or issued without first entering a damages agreement as set forth in the previous paragraph. A permit will also include the following requirements:
 - A. At District’s discretion, under the District’s direction and conditions, and at applicant expense, applicant shall televise the District tile before and after the Pipeline’s construction and land restoration to review tile conditions.
 - B. Applicant shall use GPS to map ingress and egress of all vehicles and equipment with a gross weight of 8,000 lbs. or greater, and shall provide this data to the District in a format approved by the District.
 - C. Applicant shall maintain a two hundred (200) foot setback from the outside of any above-ground Pipeline facility to any District facilities, including open ditches, to allow for repairs to Drainage facilities.
 - D. At applicant expense, the District shall designate at its discretion an engineer/technician that the applicant shall allow to be present to observe any and all aspects of construction. These costs shall not be passed on to the landowner or District.
 - E. Applicant shall use the District engineer and local contractors approved by the District for all work pertaining to tile televising/inspection, repair and replacement of District facilities. The District shall maintain a current price list for local contractors’ services and rates and shall be provided at the applicant’s request.
 - F. Any time Pipeline undergoes changes, modifications, repairs, or any service to Pipeline that requires use of vehicles and equipment with a gross weight of 8,000 lbs. or greater, the District facilities near the site will need to be re-televised as required in subparagraph “A” above, as well as new GPS mapping as required in subparagraph “B” above.
 - G. The District has the authority to enter upon the land and service any District facilities at any time, with or without the consent of, or prior notice to the applicant. The applicant is responsible for any cost increase experienced by the District for service and maintenance of District facilities due to Pipeline.
 - H. The applicant shall pay any legal costs, including reasonable attorney fees, incurred by the District related to any disputes or enforcement of these permit requirements.
30. The term “applicant” shall mean the permit applicant, the applicant’s agents, heirs, successors, assigns, and facility owners.
31. The requirements above are in addition to the requirements set forth in Iowa Administrative Code 199 Chapter 9, including the creation / filing of a land restoration plan.



Overview



Legend

-  Corporate Limits
-  Political Township
-  Parcels

Parcel ID	872233100002	Alternate ID	5550000001	Owner Address	Davis, Jeremy
Sec/Twp/Rng	33-87-22	Class	A		605 Catherine St
Property Address		Acreage	37.88		Radcliffe, IA 50230
District	39000				
Brief Tax Description	NE NW SEC33-T87N-R22W				

(Note: Not to be used on legal documents)

Disclaimer: The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Hardin County assumes no responsibility for use or interpretation of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified.

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