

**AGENDA**  
**Regular Drainage Meeting**  
**Monday, January 9, 2023, 9:30 a.m.**  
**Hardin County Emergency Operations Center (EOC)**  
**1031 Edgington Ave., Eldora, IA**  
**This meeting will be held electronically and in-person.**  
**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:

[12\\_14\\_2022 - MINUTES.PDF](#)

4. Approve Claims For Payment

Documents:

[PAYABLES-DRAINAGE PUBLICATION 1-13-23.PDF](#)

5. DD 55 Div. 3 - Discuss W Possible Action - Construction Of Pond

Documents:

[HARLEY YODER - POTENTIAL POND SITE - MEET W TRUSTEES 1-9-23.PDF](#)  
[DD 55 DIV 3 - 1981 FRONT.PDF](#)

6. Discuss W Possible Action - Drainage Interest Rates
7. Discuss W Possible Action - Drainage Utility Permit Application

Documents:

[UTILITY PERMIT APPLICATION ACROSS DRAINAGE DISTRICT - MODIFIED WITH HAZERDOUS PIPELINE SECTION - 1-5-23.PDF](#)

8. Discuss W Possible Action - Local Contractors Meeting
9. Discuss W Possible Action - New Work Order Requests

Documents:

DD 14 WO 342.PDF  
DD 14 AL 12-1-22.PDF  
DD 14 - 1909 FRONT.PDF

10. Other Business

11. Adjourn Meeting

**REGULAR DRAINAGE MEETING**

12/14/2022 - Minutes

## 1. Open Meeting

Open Meeting Hardin County Chairperson BJ Hoffman. Also present were Trustee Lance Granzow, Trustee Renee McClellan; Lee Gallentine of Clapsaddle Garber Associates; Dan Kumrow; Mike Bostrom; Matt Topp; Michael Pearce, Network Specialist; and Michelle Witt, Drainage Clerk.

## 2. Approve Agenda

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

## 3. Introductions/Attendance

Introductions were made and attendance was verified.

## 4. DD 56 - Discuss W Possible Action - Damage Claims

Witt stated we had two damage claims at our last meeting submitted by Mike Bostrom and Merlyn Hegland. Witt stated she verified that Bostrom had 9.18 acres and his total was \$13,854.46 using USDA crop insurance prices for 2022 at \$6.86. Hoffman asked Bostrom if he had anything to add to that. Bostrom stated that is accurate. Granzow stated Witt had the yield at 220. Bostrom stated he had his report from this year, and it was 242. Granzow stated he was just pointing that out. Granzow asked if Witt wrote that on his claim that it was 220 bushels per acre. Bostrom stated that was what he put on his original claim. Witt stated that is what she went off of the claim that was filed at the closing hearing. Granzow stated the other discussion we had when we talked about it before, I know you didn't put any inputs in, so should this be less than less. Granzow stated he knows Bostrom used fertilizer. Bostrom stated he put dry fertilizer down. Granzow stated he is assuming he sprayed it. Bostrom stated that is correct. Granzow stated he we should probably subtract the inputs we discussed. Granzow asked if that was fair enough. Bostrom stated that was fine. Granzow asked what Bostrom would estimate that out to be, 200 per acre? Bostrom stated 250 or so. Bostrom asked what Granzow was asking him for again. Granzow stated for the inputs. Bostrom stated his dry fertilizer was around \$200. Granzow stated he was subtracting, so the cost of the seed. Bostrom stated around 3-350. Granzow stated he thought around \$200. Hoffman asked Gallentine to be the calculator. Gallentine stated he would. Granzow stated he would subtract those two costs off. Gallentine asked if it was \$300 an acre. Hoffman stated so it would be \$300 multiplied by 9.18. Gallentine stated it would be \$2,754. Hoffman stated it would be \$13,854.46-2754. Gallentine stated it is \$11,100.46. Granzow asked if that sounded right to Bostrom. Bostrom stated that was ok with him. Hoffman stated we should probably approve these separate as we go then.

Motion by McClellan to accept Mike Bostrom's damage claim in the amount of \$11,100.46. Second by Granzow.

In additional discussion on the motion, Granzow asked Matt Topp since he walked in on the middle of the discussion if he was good with the decision or if he wanted to know how they reached their decision. Topp stated he went to the wrong place first. Hoffman apologized. Granzow asked if Topp wanted to know how they came up with the number. Topp stated he was good. Dan Kumrow stated he had a question. Kumrow stated this is about Bostrom and Hegland, did this area of corn just not produce or was it a lesser yield? Granzow stated it was not a lesser yield. Granzow stated it would have been a crop damage, but they got in prior to the crop being planted, in Mike's case and it was too late to plant. Hoffman stated so potential gains. Granzow stated so there were less inputs than he put in. Kumrow stated when they started, if he remembers right, there was a set number of years they were getting paid for because of compaction also, wasn't there? Granzow stated that was future years. Kumrow stated so they did not figure anything for this year's crop. Granzow stated that was correct. Kumrow stated so that makes sense. Hoffman stated these are good points. Granzow stated we had to get all of this verified by the Right of Way Agent as to how this was negotiated. Granzow stated we have a copy of that email up here if you would like to see that. Kumrow stated that was ok. Topp asked he just wanted to know how much more this is going to cost the landowners. Granzow stated so far, we have approved \$11,100.46.

All ayes. Motion carried.

Hoffman stated the next item up for discussion is Merlyn Hegland's claim. Witt stated Merlyn is not here with us today to discuss this claim, but she spoke with him over the phone so he could help to clarify some things with his claim. Witt stated Merlyn's original claim stated that he planted some in July to keep the weeds down, there was not much crop because frost had already hurt it. Witt stated she spoke with him, he had 40-50% moisture so he took what he planted and dumped it. Granzow asked if that was on corn. Granzow stated he planted some so he doesn't really know how to go about this claim. Granzow stated there is about 19 acres here. Witt stated he claimed 19 acres, according to the paperwork drawn up by the Right of Way agent there was 18.99 acres. So, about the same, but she used 18.99 in her calculation. Granzow stated he would like to know how many of that was actually planted. Witt stated she was under the impression that the entire 18.99 acres was planted. Granzow stated this is a little more interesting because he did plant it. He put the inputs in after the work was already done, he worked the field and planted it. Granzow stated he took the crop, the moisture may have been pretty high, there could be damages on moisture on crop loss, but he dumped it. Witt stated that is correct. Kumrow stated so what you are saying is that Hegland went out and combined it was too wet, so he dumped it in the field somewhere? Granzow stated that is what Hegland told our Clerk. A landowner asked why he did not blend it. Granzow stated he does not know he was not there. Topp asked how much he wanted. Hoffman stated \$30, 613.78. Hoffman stated he is not a farmer or a former 4h member so he would like someone to explain why you would want to plant something in July to keep weeds down. Kumrow stated that is logical. Hoffman stated it is logical to do that. Kumrow stated it depends on what your seed is priced at. Kumrow stated to control the weeds, so you don't have a mess. Granzow stated assuming you don't put any fertilizer or anything else down there with it. Topp stated so he wants \$1,500 an acre for it? Hoffman stated approximately, yes. Granzow stated his problem with this one is that he went and planted. Hoffman stated it is almost \$1,600 an acre. Granzow stated if he left it bare like Bostrom did then it is truly a claim. Granzow stated he does not even know if he put the inputs into it other than the seed. Granzow stated he does not even know what type of seed he put into it just to keep the weeds down. Granzow stated he understands the concept of it, he just does not understand. Gallentine stated he is also wanting \$15 bushel an acre more than Bostrom asked for too. Gallentine stated Hegland put down 235 whereas Bostrom had 220. Hoffman stated the thing is, this is not money that comes out of his pocket. Hoffman stated it comes out of the landowner's pockets, so he wants to very equitable, but he also wants to have some logic to it. Kumrow stated \$1,600 an acre is kind of extreme. Granzow stated he does not know anyone that just dumps corn. Kumrow stated he does not either. Granzow stated even if you blend it or got 100 bushel an acre you got something. Topp asked if you agree to give him \$20,000 instead of the \$30,000 if he can sue. Granzow stated he cannot. Hoffman stated the evidence is on the person to prove it. Hoffman stated Mr. Bostrom is here today to prove what he did or did not do. Granzow stated he planted it, if he got half rate then he got half rate. Granzow stated don't report me 0 because you dumped it. Hoffman stated the other thing is, Lance if you could verify here, he is claiming 235 bushels per acre of very immature corn. Hoffman asked where he gets that number. Granzow stated he got that off of the rest of it. Granzow stated Bostrom actually got 242 this year, but only turned in 220. Topp stated he does not want to make anyone mad and has no reason not to believe what Bostrom says but he does not know Hegland. Topp asked if he got any federal crop money for this. Granzow stated that he probably did not. Kumrow stated that the rest of the crop probably did good, so he probably did not receive any federal money. Topp asked if Bostrom got \$1,100 an acre what if we gave Merlyn that same deal. Granzow asked if everyone was ok with that. Topp stated he was ok with that. Kumrow stated he is ok with that. Hoffman stated you're going to get billed for it. Bostrom stated he did not put in a crop, so he did not have all of the inputs as Hegland had. Topp stated Hegland probably didn't either. Hoffman asked if you plant in July, do you honestly believe you will get a full yield? Hoffman stated he knows Harry Stein and he doesn't think Harry Stein would tell him he would get 235 in July. Topp stated if he gets the same amount per acre that Bostrom does, how can he be mad? Granzow stated that is a fair statement. Hoffman stated you can't argue that. Hoffman stated so that number would be \$20,900. Gallentine stated if you figure per acre, it is \$1,209.20 exactly on Bostrom's. Gallentine stated Merlyn's would be \$22,962.72. Granzow stated that was less inputs, right? Gallentine stated that was what you were paying Bostrom divided by the number of acres multiplied by the number of acres for Hegland. Gallentine stated it was just straight math, he did not figure anything else in there. Granzow stated he is ok with that number if everyone else is. Topp stated they are the only three at the meeting. Hoffman stated that is the thing, as county supervisors when they put their Trustee hats on, they are representing the best interest of the drainage districts. Topp stated \$1,200 an acre a year ago is more than anyone thought they were going to get. Kumrow stated it seems like a logical answer. Hoffman stated he thinks it is equitable. Kumrow stated he just wants to know if he really dumped the corn. Topp stated if that is what he says then that is what it is. Hoffman stated that is why we found the middle ground.

Motion by Granzow to accept Merlyn Hegland's damage claim in the amount of \$22,962.72. Second by McClellan.

In additional discussion on the motion, Hoffman asked how we know there was not an insurance payout? Granzow stated he thinks the insurance would be the price of the whole field if the yield is dead. Hoffman stated he is just not familiar, so he is trying to learn something. Granzow stated you cannot segregate that little section out. Kumrow stated federal crop insurance is designed for things like a flood or drought. Kumrow stated if you kill it with a bunch of herbicides on accident that is not paid under federal crop damage.

All ayes. Motion carried.

5. Comments/Discussion

Topp stated he had a question. Topp asked Gallentine if the district was divided up now. Gallentine stated the districts were split up as far as classification as far as things are paid for. Gallentine stated it is still one district 56 west and 56 east. Topp asked if that was always this way. Gallentine stated it was not. Gallentine stated it was split when they did the classification hearing and the reclassification hearing. Topp asked date did it get split? Topp stated he was asked to ask that question. Gallentine stated that a long time ago he does not remember that. Witt stated she will try and look on her phone. Kumrow stated so there is now an east and a west and they take care of their own districts, is that correct. Granzow stated the cost of this project is getting split out of both districts. Gallentine stated that is correct  $\frac{1}{2}$  goes to the east and  $\frac{1}{2}$  goes to the west. Topp stated so from now on there is an east and a west. Gallentine stated so if something is done on the main in the east portion the west will not pay for it. Gallentine stated anything that is done on the new pipe the west will only pay for it because it only serves the west now. Gallentine asked Witt if she found anything yet. Witt stated her phone does not get good signal in her she is in the process of downloading the report. Gallentine stated he thinks it was a couple of years ago. Witt stated she thinks so, it was definitely before her time. Gallentine stated it was before they had plans for the project. Kumrow asked if the districts share the same money. Gallentine stated they will not. Topp stated he came in late and asked if they have a total amount for the project. Granzow stated there is not because we just approved these damage claims and there will likely be one more bill from engineering. Witt stated that was correct. Witt stated she handed out an estimate at the last meeting and has the same ones with her at this meeting. Witt stated her phone finally pulled up the reclassification report. Witt stated the meeting had to have been in 2020 sometime when the report was dated. Granzow asked Witt if she had copies of the estimate. Witt stated she did and handed them out to the landowners that were interested. Witt stated for those that want to pay early she can get put together a new estimate including the 2 claims + the interest through October 01, 2023, and send a new estimate out. Topp stated his mom would like that. Topp stated his mom will probably stop in next week sometime if that is ok. Witt stated that is fine. Witt stated she is expecting one more bill but does not know that amount. Witt stated as long as that is fine. Topp stated that is ok as long as they can pay early.

6. Other Business

7. Adjourn Meeting

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

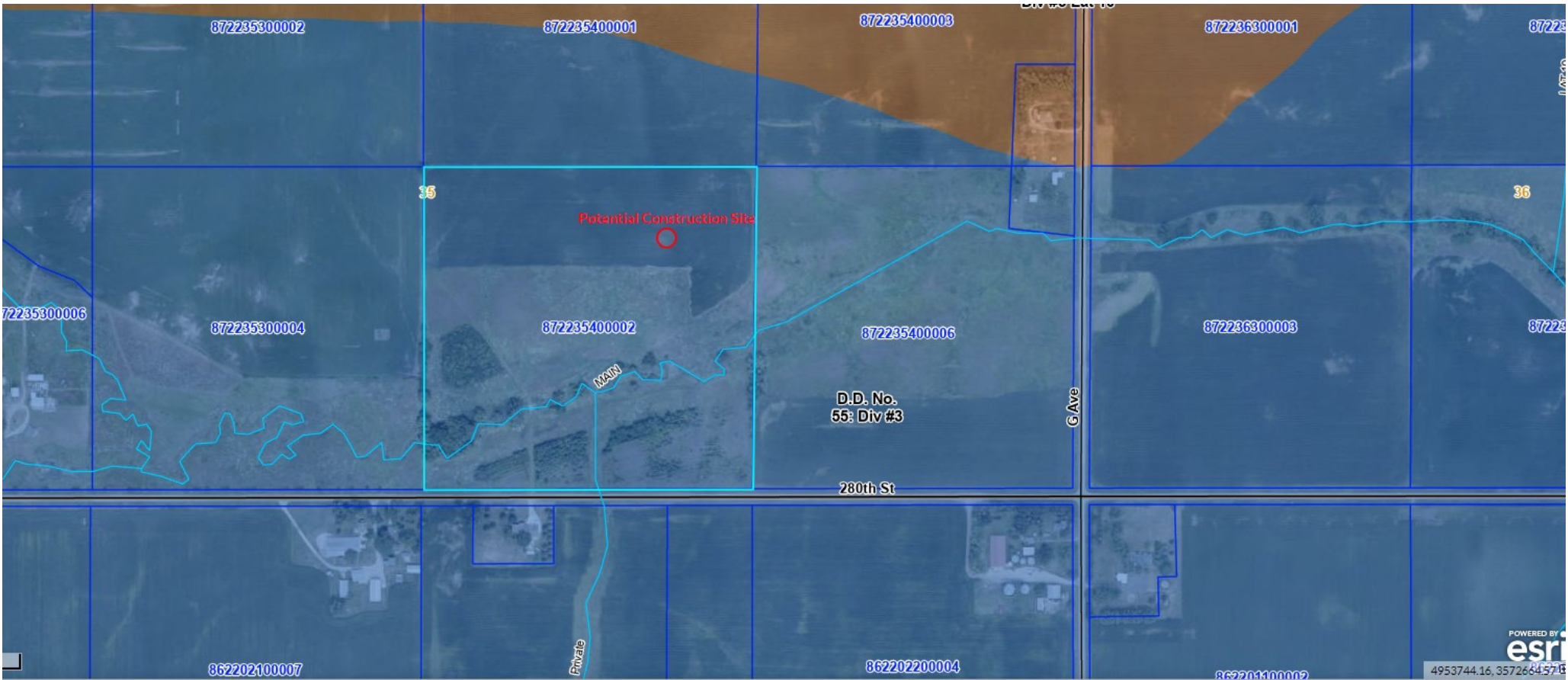


# Hardin County

## Drainage Claims with Pay Date of 1/13/2023

DD 6 Investigate tile blowout to main	Clapsaddle-Garber Assoc	579.95
DD 42 Investigation of blowouts to main	Clapsaddle-Garber Assoc	659.15
DD56 Attendance of meeting for improvement project	Clapsaddle-Garber Assoc	595.00

**Total Regular Payables:** 0.00  
**Total Stamped Warrants:** 1,834.10

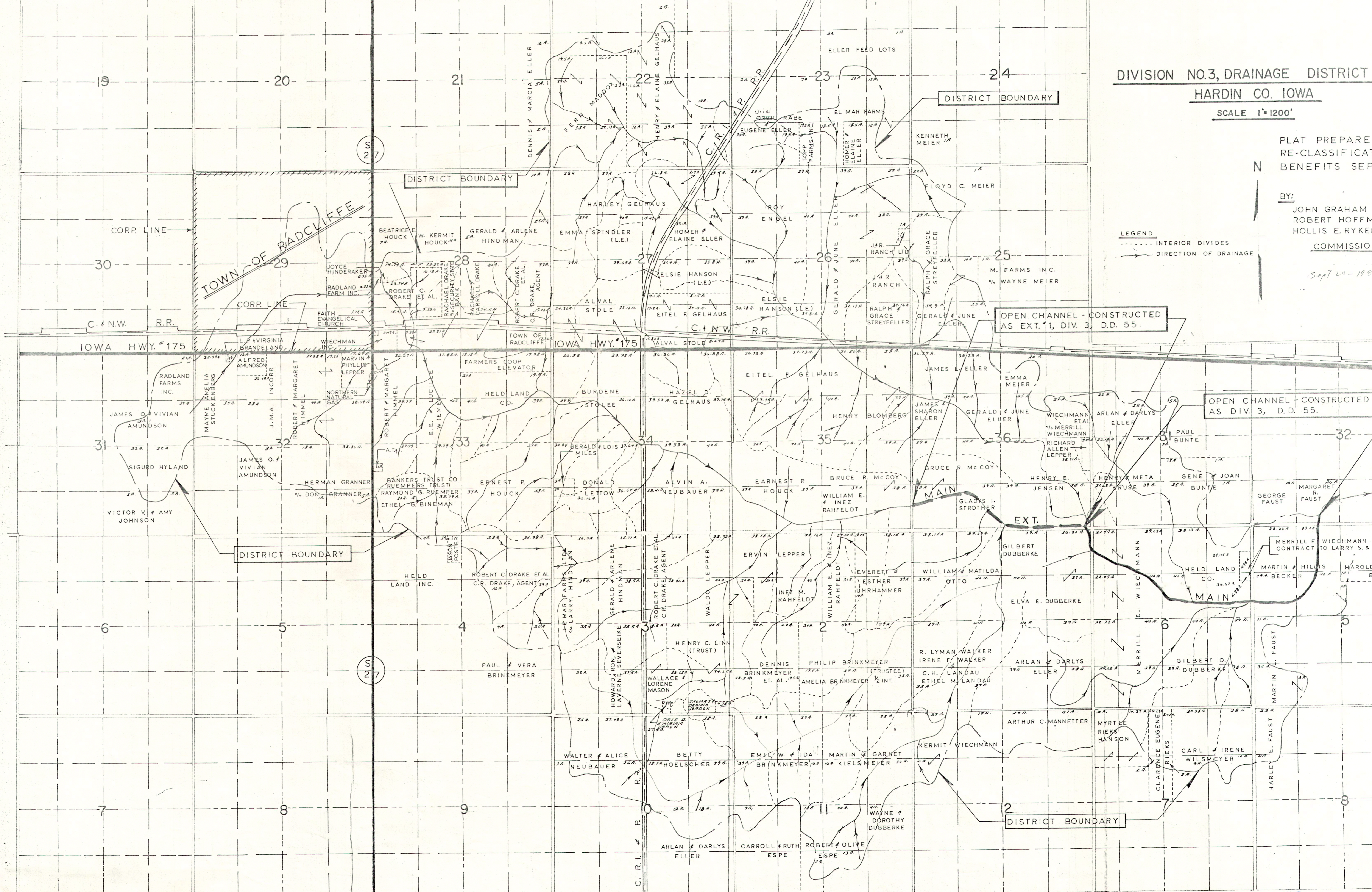


PLAT PREPARED FOR RE-CLASSIFICATION OF BENEFITS SEPT.

BY: JOHN GRAHAM, ROBERT HOFFMAN, HOLLIS E. RYKEN, COMMISSIONER

5-27-20-1981

LEGEND: - - - INTERIOR DIVIDES, -> DIRECTION OF DRAINAGE



OPEN CHANNEL - CONSTRUCTED AS EXT. 1, DIV. 3, D.D. 55.

OPEN CHANNEL - CONSTRUCTED AS DIV. 3, D.D. 55.

DISTRICT BOUNDARY

DISTRICT BOUNDARY





# HARDIN COUNTY

1215 EDGINGTON AVE., SUITE 1  
ELDORA, IA 50627  
(641) 939-8108

## HARDIN COUNTY DRAINAGE DISTRICT UTILITY PERMIT APPLICATION

Applicant:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

Applicant Contact:

\_\_\_\_\_  
Name (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

Utility Type:

\_\_\_\_\_

Drainage District(s) Crossed:

\_\_\_\_\_

Facilities Crossed (specific tile, open ditch):

\_\_\_\_\_

Description of Work:

\_\_\_\_\_

*(Location plan of  
proposed utility must  
be attached.)*

\_\_\_\_\_

\_\_\_\_\_

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.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
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](mailto:drainage@hardincountyia.gov)

*For Office Use Only*

Application Approval:

By: \_\_\_\_\_  
*Board of Supervisor Chairman, Acting as Drainage District Trustee*

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 a 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. 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 \$10,000 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 \$30,000). 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.
30. The term “applicant” shall mean the permit applicant, the applicant’s agents, heirs, successors, assigns, and facility owners.
31. 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.



# HARDIN COUNTY

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1215 EDGINGTON AVE., SUITE 1  
ELDORA, IA 50627  
(641) 939-8108

32. 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.



# Drainage Work Order Request For Repair

## Hardin County

**Date:** 1/5/2023

**Work Order #:** WO00000342

**Drainage District:** DDs\DD 14 (51027)

**Sec-Twp-Rge:** 34-88-22      **Qtr Sec:** \_\_\_\_\_

**Location/GIS:** 88-22-34-400-001

**Requested By:** Al Urhammer

**Contact Phone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Landowner (if different):** Cindy loerger

**Description:** DD 14 - Tenant Al Urhammer reported 2 sinkholes on parcel #882234400001.

**Repair labor, materials and equipment:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Repaired By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

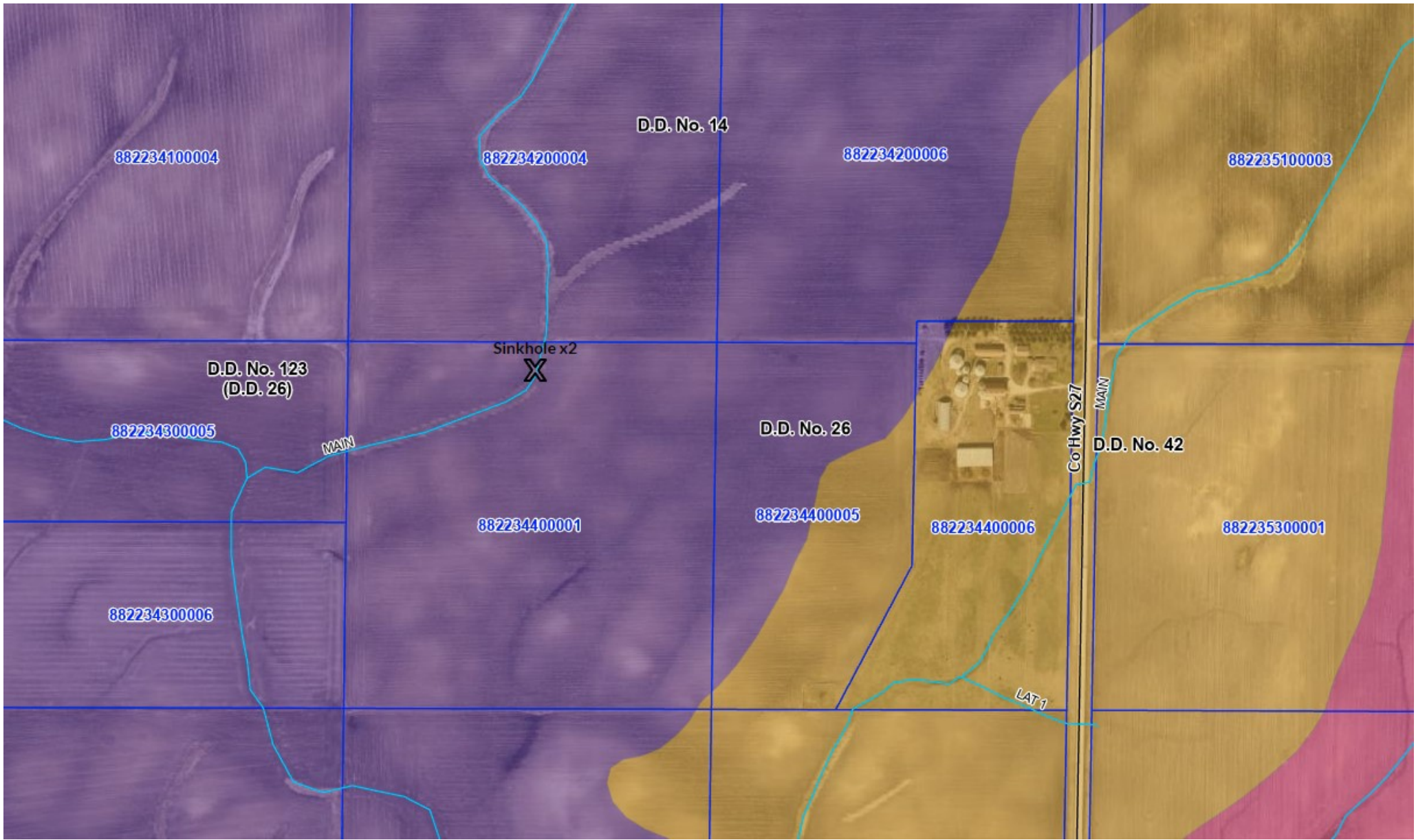
**Please reference work order # and send statement for services to:**

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:** \_\_\_\_\_





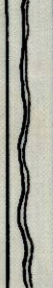
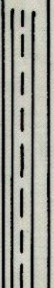
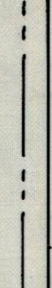
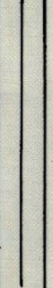
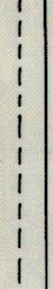
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OF THE

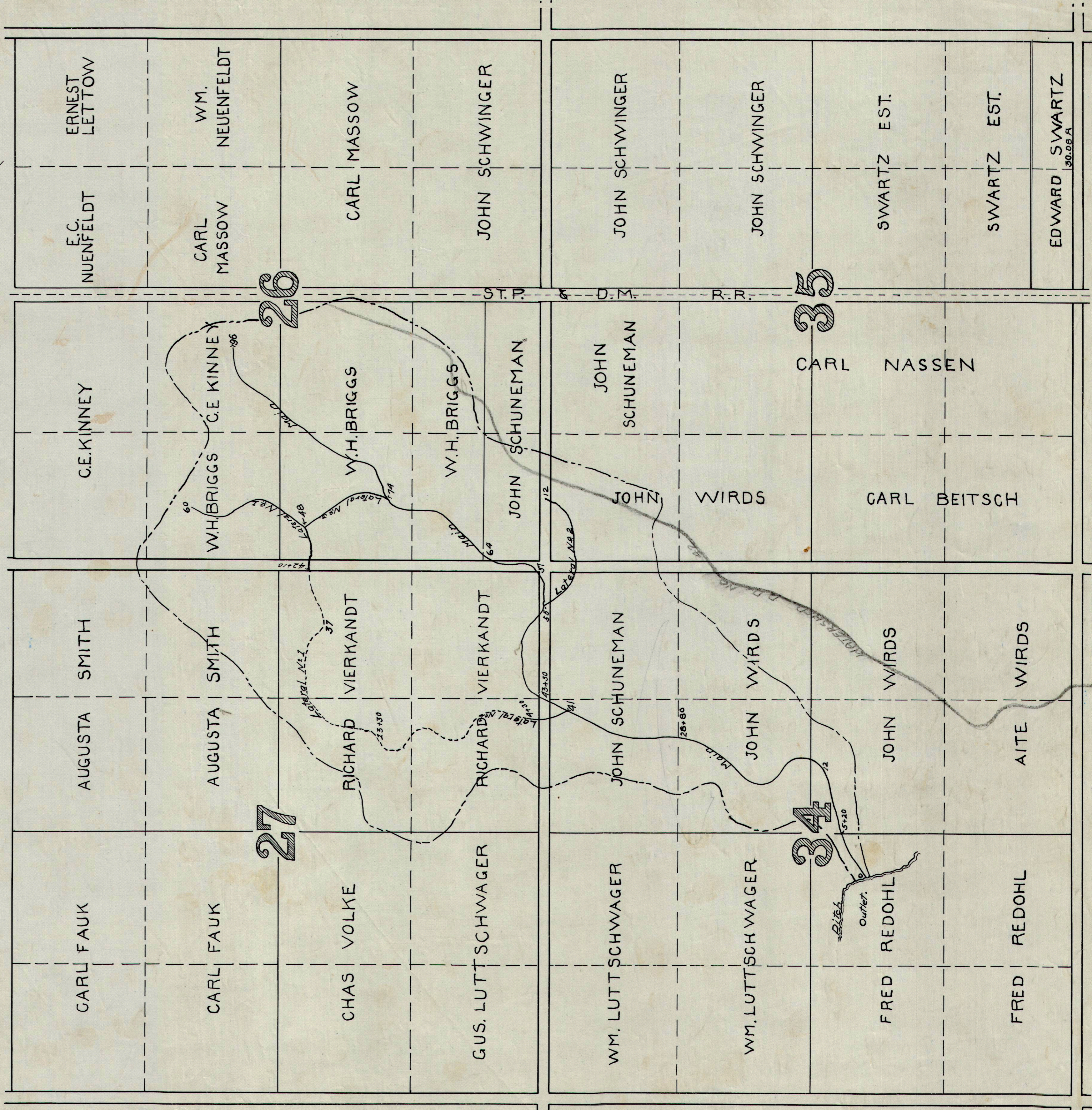
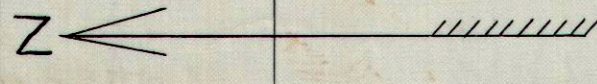
# WIRDS

## DRAINAGE DISTRICT

### No. 14

REFERENCE	
	Ditch
	Railroad
	Boundary of District
	Proposed Improvement
	Not Recommended

HARDIN COUNTY IOWA  
CONTAINING 495 ACRES  
S.B. GARDNER, ENGR. 1909 ELDORA IOWA.  
SCALE  
1 in. = 600 FT.



BUCKEYE TOWNSHIP  
88-22