

Board of Supervisors Drainage Minutes
Of
November 13, 2023

SCANNED


Present: Supervisors Chris Vanness, Richard Lukensmeyer, Drainage Lead Colette Bruns, Auditor Katy Flint. Assessor Carissa Sisson, members of the public. & Gary McVicker.

The Board met to review the amended draft of the Drainage District Utility Permit Application from Drainage Attorney Art Cady. Motioned by McVicker, seconded by Lukensmeyer to approve the updated Franklin County Drainage District Utility Permit Application. All ayes, motion carried.

The Board also discussed the Drainage District Spraying Contract and agreed to have a bid published in the paper for two consecutive weeks for a two year contract.



Chris Vanness, Chairman

ATTEST: 
Colette Bruns, Drainage Lead

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Present: Supervisors Chris Vanness, Richard Lukensmeyer, Drainage Lead Colette Bruns, Auditor Katy Flint, Drainage Engineer Lee Gallentine. & Gary McVicker

DD 30 Lat 30 WO #121

The Board met to discuss the results of CCTV Investigation with CGA. Per the District Trustees direction, CCTV inspection was performed on Lateral 30 at the HWY 3 crossing, defects were found, listed on the Investigation Summary Report. Construction cost would be \$30,000 to \$50,000 which is low enough that an Engineer's Report and/or hearing would not be required. However, this does not address any of the downstream issues on Lateral 30, 1/3 full of debris/mud or vertically offset at driveways. This would add to the cost and require an Engineer's Report. Gallentine from CGA will submit an Engineer's Report for the Board to review. No action taken.

JDD 1-31-86 Lat 7 (All in Franklin) WO #222

The Board met to discuss results of investigation with CGA. CCTV footage showed that the Main Tile from Finch Ave to 250th St is physically severely deteriorated with sluggish flow. Since the tile is not performing as originally designed and is at the end of its useful life, the Main tile needs to be replaced at its current location or an alternate one. The construction cost would require an Engineer's Report and/or a public hearing. Gallentine will submit an Engineer's Report for the Board to review. No action taken.

DD 30 Lat 10 WO #189 with 215

The Board met to discuss DD 30 Lat 10 WO #189 and to Acknowledge Engineer's Report and set a hearing date. CGA states that it is obvious that Lateral 10 tile is at or near its useful lifecycle. Many (if not all) the existing blowouts/sinkholes are due to lack of soil cover over the tile especially at the upper end. Given the frequency of repairs it is the opinion of CGA that the depth of the tile needs to be increased to allow for more soil cover over Lateral 10 tile. If the repairs in the Engineer's Report are not performed, Lateral 10 tile will continue to physically deteriorate, and debris will continue to accumulate in the tile. The opinion of probable costs are significant and would require a hearing. Based on Iowa Code Chapter 468.54, it is CGA opinion that a reclassification may be required if the repair were to move forward. Motion by McVicker, seconded by Lukensmeyer to acknowledge to accept the Engineer's Report for DD 30 Lateral 10 and to set the hearing for January 8, 2024 at 9:30 AM at the Franklin County Law Enforcement Center. All ayes, motion carried.

DD 59 WO #76 with 136,218

The Board met to discuss DD 59 WO #76 and to Acknowledge Engineer's Report and set a hearing date. The area of investigation is limited to the lower Main tile. There have been 14 blowouts/sinkholes over the last 17 years indicating that the Main Tile is at or near the end of its useful lifecycle. If the repairs in the Engineer's Report are not performed, water will back up and the physical failures of the Main tile will accelerate. The opinion of probable costs are significant and would require a hearing. Based on Iowa Code Chapter 468.54, it is CGA opinion that a reclassification may be required if the repair were to move forward. Motion by McVicker, seconded by Lukensmeyer to acknowledge to accept the Engineer's Report for DD 59 and to set the hearing for January 8, 2024 at 10:30 AM at the Franklin County Law Enforcement Center. All ayes, motion carried.

Sub 1 OF 9 WO #36

The Board met to discuss Sub 1 of 9 WO #36 in Bradford. The Board agreed to have Gallentine update the Engineer's Report to reflect the Iowa Code changes relative to railroads. No action taken.


Chris Vanness, Chairman

ATTEST: 
Colette Bruns, Drainage Lead

FRANKLIN COUNTY, IOWA

Franklin County Auditor's Office
12 – 1st Ave. NW, PO Box 26
Hampton, Iowa 50441
Website: <http://co.franklin.ia.us>

Katy A Flint, Auditor & Commissioner of Elections
auditor@co.franklin.ia.us
Phone: 641.456.5622
Fax: 641.456.6001

Drainage Ditch Tree & Shrub Control Service Contract Two Year Contract 4/1/2024 – 11/30/2025

This Tree & Shrub Service Contract hereinafter referred to as the "Contract" is entered into by and between Franklin County, hereinafter referred to as "County" and _____ hereinafter referred to as "Contractor".

In consideration of the mutual agreements and promises set forth herein, County & Contractor agree as follows:

1. **Independent Contractor:** Contractor shall be considered an Independent Contractor. Contract shall be responsible for providing labor, supplies, materials, tools, and equipment necessary to perform Contractor's obligations set forth herein.
2. **Contractor Obligations/Duties:**
 - i. The Contractor shall be responsible for tree & shrub control & removal of the County's drainage properties outlined in Exhibit A
 - ii. The Contractor shall be responsible for providing the County with a copy of Commercial Pesticide Applicator License prior to any work being performed.
 - iii. The Contractor shall list clearly on the invoice the locations that were treated for shrubs & trees by identifying them by the District number.

3. **Contractor Compensation:** The County will pay Contractor the sum of:

DISTRICT NUMBER	Price Per Ditch/Not to Exceed	District Number	Price Per Ditch/Not to Exceed
JDD #1-31-86		#10	
JDD #4-118		#18	
#2		#30	
#3		#48	
#4		#55	
#5		#57	
#6		#66	
#6 Lateral 1		#78	
#6 Lateral 2		#79	
#6 Lateral 3		#83	
20 Ditches			

In return for the Contractor's performance of duties as outlined above, the Contractor will be paid within 30 days of the County receiving the invoice from the Contractor for monthly charges.

4. **Term of Contract:** The Contractor shall provide the above-delineated services to the City from April 1, 2024 to November 30, 2025.
5. **Renewal:** The Contractor acknowledges, by signing this Contract that this Contract will not automatically renew at the end of the Contract term. However, the Board of Supervisors may renew the contract at any time at their discretion for the exact same terms as the current contract.
6. **Contract Termination:** The Board of Supervisors may terminate the services of the Contractor at any time by giving the Contractor written notice delivered by regular mail.

The contract may only be terminated for just cause and only after the Board Chairman & Contractor first meet to discuss any problems and/or issues and said problems remain unresolved to the satisfaction of the County after the passage of seven (7) days. If a problem/just cause re-emerges or otherwise continues beyond seven (7) days, the

Amy Holmgaard, Deputy Auditor
Tanya Demro, Financial Assistant

Audrey Emery, HR Director

Colette Bruns, Drainage Lead
Julie Pralle, Admin. Assistant

Chairman shall not be obligated to meet again with the Contractor prior to terminating this Contract. The Chairman may terminate this contract immediately, without any meeting or discussion with the Contractor, in the event of gross negligence or gross misconduct, as determined solely by the Franklin County Board of Supervisors. In the event of termination for just cause, the County shall pay the Contractor for work performed only.

Insurance: Contractor shall obtain and maintain liability insurance in the following dollar amounts: Commercial General Liability Policy – minimum of \$300,000 combined single limit of liability with Franklin County named as an additional insured. Said insurances shall be in full for the contract term prior to commencement of the Contract Term. The County shall be given proof of the existence of said insurance before the commencement of the Contract Term.

8. **Indemnification:** Contractor shall defend, save harmless, and indemnify the County from and against any claim or demand, or other legal action, whether groundless or otherwise, arising out of alleged act or omission occurring during the performance of or otherwise associated with the Contractor's duties. Contractor shall further be responsible for and shall be obligated to reimburse the County for any and all attorney fees incurred by the County arising from and/or out of any acts or omissions of the Contractor related to and/or associated with the Contractor's performance of its duties set forth herein.
9. **Effective Date:** This Contract shall be effective and enforceable upon approval of the Franklin County Board of Supervisors.

Contract entered into this _____ day of _____, 2023.

Contractor,

Chris Vanness, Board Chairman

ATTEST:

Katy A Flint, Auditor & Clerk to the Board

**FRANKLIN 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 Franklin 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 Franklin County Board of Supervisors.

Applicant Signature

Date

Submit Form and Location Plan To: Franklin County Auditor's Office
12 1st Ave NW
Hampton, IA 50441
Phone: (641)456-5624

Application Approval (For Office Use Only)

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 including but not limited to underground pipeline, underground electrical service, and underground electrical service in connection with any wind turbine shall comply with the conditions 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. Construction for the purposes of these requirements shall include anytime ground is broken or heavy equipment is used. All construction requires a permit to be filed. For purposes of these requirements "light construction" shall be defined as work that utilizes equipment weighing 39,999 pounds or less. "Light construction" also includes any work done where the applicant can maintain a 24-inch or greater above the tile line. "Heavy construction" is defined as work that utilizes equipment weighing 40,000 pounds or more.
3. Each application shall require a \$150.00 filing fee that is non-refundable.
4. Permitted loads legally allowed by the Iowa Department of Transportation do not require a permit.
5. Upon approval of the application, and prior to the commencement of any construction, the Application is required to pay a prepaid inspection fee made payable to the Franklin County Auditor's Office. The prepaid inspection fee shall be equal to \$10,000.00 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 \$30,000.00). The said \$10,000.00 per crossing payment includes a minimum administrative fee of \$2,500.00 which is not refundable. In addition to the minimum \$2,500.00 administrative fee the applicant will be charged for the services of a professional engineer to oversee the work and to approve the same plus Attorney's fees incurred by the district (if any). Within thirty (30) days after completion of the installation and approval by the supervision drainage engineer, 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. All work done shall be inspected by a representative of the Drainage District before construction is commenced and after construction is completed.
6. Applicant shall comply with Iowa One-Call requirements prior to commencing any work.
7. 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. The Applicant shall be required to locate all drainage tiles before commencing the project. All work shall take place a minimum of 24 inches below the existing drainage tile.

8. 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.
9. 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.
10. 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.
11. 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 \$1,000,000.00 per occurrence.
12. 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.
13. 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.
14. 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, milage 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.
15. 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.
16. 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.
17. CROSSING OF OPEN DITCH FACILITIES. Utility crossing 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 width, 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 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.
18. 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.
19. This permit is subject to existing regulations and statutes of the State of Iowa and future regulations, which may be promulgated or enacted.

20. This application is subject to revocation by Franklin County, if in its judgement it is necessary for legitimate purposes. In such event, written notice shall be provided to permit holder.
21. 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.
22. 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.
23. Applicant agrees to include a copy of these requirements to all bidding specifications; 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

1. This Section shall apply to commercial wind turbine applicants as defined in _____ (Hardin Counties says Hardin County Ordinance 29, Article XXIII.)
2. 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.
3. 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:
 - a. 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.
 - b. The applicant shall enter into a damages agreement with the District, per site, that:
 - i. Allocates to the applicant a percentage of fault for resulting damages to the Drainage District facilities.
 - ii. Establishes damages based on replacement cost to the Drainage District.
 - iii. Establishes a damages deposit.
 - iv. Requires the applicant to pay the Drainage District legal fees related to the agreement, including enforcement.
4. 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 required 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.
5. 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

1. This Section shall apply to applicants related to the installation of hazardous liquid pipelines/pressurized pipelines (collectively referred to herein as "Pipelines").
2. 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 II shall apply.
3. 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:
 - a. 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.
 - b. The applicant shall enter into a damages agreement with the District, per site, that:
 - i. Allocates to the applicant a percentage of fault for resulting damages to the Drainage District facilities.

- ii. Establishes damages based on replacement cost to the Drainage District.
 - iii. Establishes a damages deposit.
 - iv. Requires the applicant to pay the Drainage District legal fees related to the agreement, including enforcement.
- 4. 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 the Franklin County Auditor's Office. The prepaid inspection fee shall be equal to \$10,000.00 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 \$30,000.00). 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.
- 5. 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.
- 6. The term "applicant" shall mean the permit applicant, the applicant's agents, heirs, successors, assigns, and facility owners.
- 7. 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.

