

DRAINAGE MEETING  
JOINT DRAINAGE DISTRICT BOONE #140-STORY #7  
MAY 5, 2021

The Drainage District Trustees of Boone and Story Counties met in a Zoom videoconference originating from the Boardroom of the Boone County Courthouse to consider a request for crossing a drainage district tile in Joint Drainage District Boone #140-Story #7, Boone County controlling, with public utility lines in a residential development (Trailside Development Plat 1) in Slater, Iowa. Members present were Stephen Duffy, chair, Bill Zinnel, and Erich Kretzinger of Boone County and Lisa Heddens, Latifah Faisal, and Linda Murken of Story County. Also present were Boone County Engineer Scott Kruse and Drainage Clerk Kaitlynn Moran, Story County Engineer Darren Moon and Drainage Clerk Scott Wall, Drainage Engineers Kent Rode and Tyler Conley from Bolton & Menk, Inc., Engineer Jon Hanson from Snyder & Associates, Inc., Developer Julie Weeks, and three others identified on Zoom as lhull, tarab, and Penny Vossler.

Duffy called the meeting to order at 8:35 a.m.

Rode said the Weeks development (Trailside) utilities are crossing two drainage district tiles in Boone-Story #7 and need a permit to do so per Code of Iowa Section 468.186. He had provided a sample permit and a procedures document from Hancock County and Story County had submitted a permit they use. Boone County does not currently have a permit process in place. If the joint boards want to institute something like what Hancock County uses Rode recommends having an attorney review the forms before putting that process into practice.

Zinnel asked if an attorney should draft the agreement or if the Story or Hancock forms can be used as they are.

Rode said the documents from Hancock County have been reviewed by an attorney for Hancock County.

Heddens said she would not feel comfortable approving something like this unless the Story County Attorney had reviewed it.

Murken asked if the Story County Attorney had reviewed our agreement.

Wall confirmed that they had.

Duffy suggested having Gary Armstrong, an attorney they use for drainage questions, take a look at the agreement.

Murken said the Hancock Procedures and Conditions documentation seemed to be more than we really needed for something like this.

Moon said he prefers the agreement Story County is using now. It's simple and it includes the language addressing the applicant's obligations for any drainage facility crossing now and after the installation is in place.

Murken recalled Wall had pointed out some things in an email concerning the Hancock County agreement that the Story County agreement was lacking.

Wall said the Hancock County agreement names the specific Code section (468.186) and has a spot to enter the specific drainage district involved. He would like to see these two items added to the Story

County agreement. Beyond that the two agreements are very similar. We don't have a Procedures document like Hancock County but that seems like something we'd use if we were hiring a contractor for a drainage project. That is not what we are doing here. This agreement allows an outside entity to cross a drainage district facility as part of a project that is not a drainage district project and the agreement requires that they assume all liability for current and future repairs to their facility and the district's facility that result from the crossing. If we had something like the Hancock Procedures we would need someone to confirm that the applicant and/or their contractor meets all the requirements in that document. Wall did not believe that the district should be involved in the crossing beyond granting the permission for that crossing.

Faisal agreed that the Code Section should be added to Story County's agreement.

Wall said he'd read 468.186 and it contains much of the language that appears in Hancock County's Procedures document.

Murken asked if there was anything else in the Hancock agreement that we would like to see added to the Story County agreement.

Zinnel and Duffy said one or both of the drainage clerks could revise the agreement to include the recommended changes and refer it to Boone County's drainage attorney.

Wall and Moran both said they could revise the agreement.

Hanson, the engineer for Trailside, said Kruse and Rode have both had ample opportunity to review the plans for the development and the proposed tile crossings. The weather is good for construction now and the developer wants to get started. All they are doing is crossing an 8" tile along 500<sup>th</sup> Avenue with a water main and a sewer force main. The crossing agreement is just a formality. How long will they have to wait for the district to come up with an agreement and have that agreement approved by an attorney? Can the contractor begin work in good faith and they can sign the agreement once it has been vetted by the district and their attorney?

Rode said he's talked with Hanson. He feels a definite location for the tile has yet to be determined so it is not disturbed when construction of dwellings begins. For the crossing the developer should bore at least 2' beneath the district tile which is old and should be disturbed as little as possible. Rode has spoken to the contractor as well as to Hanson and there has been some pushback from the contractor.

Zinnel said there should be an agreement in place before any work is done.

Faisal said if we are going to use a revised Story County agreement the changes we are talking about seem pretty simple. Can we get that to the attorney quickly and ask them to prioritize it?

Murken said that during the time the agreement is being revised and reviewed Mr. Rode and Mr. Hanson can iron out any differences they have about the plans so that does not cause further delays once the agreement is ready.

Rode recommended that the easement be in place before construction occurs.

Murken said it was her understanding that we need a signed agreement, an easement, and Rode's approval of the proposed method of crossing the district tile.

Wall said the agreement establishes the easement so that covers the first two items Murken mentioned. The discussed changes to the agreement can be made and submitted to the attorney today. Then it depends on how quickly the attorney can respond.

Faisal asked if the Story County agreement was a brand-new form.

Wall said he and Moon had worked together to create the form based on an agreement that Dakota Access had submitted when their oil pipeline had crossed a district tile in Story County. It has been used once, in Drainage district Grant #5, for a gas line that was installed as part of the City of Ames' East Industrial Development. Story County's attorney had looked at the agreement before it was used for Grant #5.

Hanson asked if they would get the form once it was approved and finalized so they could fill it out and submit it.

Moran and Wall said yes.

Hanson asked how long it might take to get the form approved.

Moran said she thought it should take no more than two weeks to get a response from their drainage attorney.

Murken said she thinks Hanson and Rode still need to have more discussion before Rode can approve the tile crossing.

Rode said he feels a more exact location of the drainage tile is needed to ensure that it will not impede construction on the developable lots.

Hanson said they did tile locates two years ago and he is confident of the location of the tile as shown on the construction documents. The lot lines on the subdivision plat have been adjusted to avoid the tile. If future home construction does disturb a tile that will be dealt with then. He is confident of the location of the district tile as shown on the plans.

Kruse said with the crossing agreement won't all the details of how the crossing is to be done be included.

Wall said item 1 of the Story County agreement states, "The Permittee will file plans setting out the location of proposed work and that the description of the proposed installation will be included showing type, height, and spacing of the same."

Weeks said the development is on their farmland and they understand the importance of the tile. The tile line was located last year after the crops were out. They are in a bit of a time crunch for several reasons but they do not intend to cut any corners with this development. The tile crossing is inside the ROW of 500<sup>th</sup> Avenue which is City of Slater ROW so there should be no issues with the tile location at the point they are boring under it. Weeks owns land to the north that drains through this district and they will not do anything to damage the tile.

Rode asked that Weeks reiterate that to their contractor.

Weeks said their contractor got a little frustrated last week and she apologizes for that. She will have a discussion with the contractor so he understands the process that needs to be followed.

Faisal asked if the crossing agreement was something that can be expedited. Could it be less than two weeks?

Moran said she could set up a meeting for next week so we are ready to go if the attorney gets the agreement reviewed and back to the district quickly.

Zinnel moved, seconded by Heddens, to adjourn. Motion carried unanimously. Meeting adjourned at 9:10 a.m.

Respectfully submitted,

A handwritten signature in purple ink that reads "Scott T. Wall". The signature is written in a cursive style with a large initial 'S'.

Scott T. Wall