

MINUTES OF THE HAMILTON COUNTY DRAINAGE BOARD

August 10, 2020

The meeting was called to order Monday, August 10, 2020 at 12:01 p.m.

The members of the Board present were Mr. Mark Heirbrandt-President, Mr. Steven C. Dillinger-Vice President and Ms. Christine Altman-Member. Also present was the Hamilton County Surveyor, Kenton C. Ward, and members of his staff: Mr. Reuben Arvin, Mr. Steve Baitz, Mr. Steve Cash, Mr. Andy Conover, Mr. Sam Clark, Mr. Luther Cline and Mr. Jerry Liston.

Approval of Minutes of July 27, 2020:

The minutes of July 27, 2020 were presented to the Board for approval.

Dillinger made the motion to approve the minutes of July 27, 2020, seconded by Altman and approved unanimously.

Professional Services Agreement - Cool Creek Drain, Channel Erosion Evaluation:

The Surveyor stated we have some severe channel erosion on the south side of 146th Street which includes several lots that back up to Cool Creek in Foster Estates. We want to have some professional services on this particular item, so we get it fixed once and don't have to come back. This Professional Services contract is with Clark Dietz. They are the ones that did the initial study of Cool Creek and are the engineers for the Cool Creek items that we've been using. This is a lump sum, not to exceed \$33,400.00.

Altman made the motion to approve the Professional Services Agreement with Clark Dietz for the Cool Creek Channel Erosion Evaluation in the amount not to exceed \$33,400.00, seconded by Dillinger and approved unanimously.

Professional Services Agreement - Village Farms Drainage Improvement Project:

The Surveyor stated this is an outcrop of the study that was done on Village Farms Dam. It turned out it wasn't the dam, although there is a possible fix for the dam later. This doesn't resolve the issue. The issue found was basically that the inlets that are in Amkey Way and Audios Pass in the Village Farms Subdivision are too small. They can't get enough water into the inlets. The inlets that are in the sump hold water back then. The storm sewer itself is big enough, but we need to put more inlets in in order to get the water into the storm sewer faster.

Altman asked are the inlets regulated?

The Surveyor stated yes. This is a design for the new segments of storm and the new inlets to fix that problem.

Heirbrandt stated the Surveyor, his staff along with me met with the City of Westfield as we've been working collaboratively together on this issue. We met last Friday, and this has all been coordinated with them. I believe everybody's on board with this.

Altman asked and the design that was recommended is okay with Westfield, correct?

The Surveyor stated yes.

Altman made the motion to approve the Professional Services Agreement with Clark Dietz in the amount not to exceed \$32,600.00 for design and construction services on the Village Farms Drainage Improvement Project, seconded by Dillinger and approved unanimously.

Set Bid Date (09/28/2020) - Clara Knotts, Park Broadway Drain:

The Surveyor asked the Board to set a date to receive bids for the Clara Knotts, Park Broadway Drain for September 28, 2020.

Dillinger made the motion to set the bid date for September 28, 2020 on the Clara Knotts, Park Broadway Drain, seconded by Altman.

Altman asked what exactly is going to happen with this?

The Surveyor stated we discussed this back in March I believe. We want to set all those segments out for hearing and once we get those costs back, we hold the contract for 120 days so we can have a hearing for those that we have enough money to do the work.

Altman asked so this is to quantify what the ask is?

The Surveyor stated right. This is so we're not just shooting in the dark.

The motion had been made and seconded to set the bid date for September 28, 2020 on the Clara Knotts, Park Broadway Drain and approved unanimously.

Construction, Reconstruction & Maintenance Contract - Insurance Requirements:

The Surveyor stated one of the things holding the bidding process up since March or April is the contract portion on the insurance. I sent what the original contract language is, one paragraph, and then I've gone through and basically copied the ordinance for the most part and put that into the contract. I wanted that approved by the Board.

Altman asked what are we putting in...

The Surveyor stated the proposed contract language is what I want to put in the contract.

Altman asked and that is this?

The Surveyor stated you should have three pages. One said current contract language, one is the ordinance and the other is the proposed.

Altman stated but what I'm asking is, did you match what the ordinance is in the proposed?

The Surveyor stated I cut and paste.

Altman stated so it has all the provisions of the ordinance, but you just put it as an addendum to the contract.

The Surveyor stated I didn't put in the aerial because I don't know that we're going to be flying a plane and I didn't put in watercraft because I don't think there's any boats involved.

Howard stated but the limits on all the other things that are in your template under my COI is in this contract.

The Surveyor stated yes.

Howard stated so we need a motion to approve the contract including the insurance issues.

Altman stated so you didn't put in the aircraft.

The Surveyor stated right.

Altman stated but it's unmanned aircraft systems liability so if they fly drones, which they very well may, I assume that was the intent of the unmanned.

Howard stated that's my understanding.

The Surveyor asked so you want aircraft in there?

Howard stated its unmanned aircraft. Are they going to be using drones?

The Surveyor stated I don't see that they're going to be using drones in a reconstruction or construction contract.

Altman stated I can see them using it. I would be using it.

Howard stated a lot of your engineering firms are using the drones in lieu of ground surveys, I think.

Altman stated just to inspect. I agree, this is rather wordy. I'm concerned that we just don't follow the same thing on everything. That's when people start getting screwed up.

Howard stated you have an appeals process where department heads can come in and tell them why they want a waiver of a certain issue and those waivers come to you for your action. You don't know if they're going to use drones?

The Surveyor stated I have no idea.

Altman asked did they object to this? You're making this specific for what we're doing. You said it held up the contract.

The Surveyor stated I held up the contract because I wanted to know what to put in it. It was the language that was holding it up. No one specifically objected.

Altman stated I just think they have to comply with our insurance liability coverage requirements or appeal to the Board of Commissioners.

Howard stated unless they're not applicable. We don't know whether aviation is not applicable.

Altman asked Howard can you give the Surveyor language that helps with that so he can put in the contract that the county has the amended policy for insurance requirements for vendors?

Howard asked who's the vendor?

Heirbrandt stated it could be anyone.

Howard stated okay, this is your form contract.

The Surveyor stated yes.

Howard stated yes, we can put alternatives in there unless they tell us they're not using drones, unmanned aircraft, they can eliminate that coverage.

Altman stated yes but come up with some kind of language he can throw in saying the contractor will comply with this ordinance unless waivers are sought.

The Surveyor stated I believe the waiver information is in there.

Altman stated then we don't even need that.

Howard stated it's in the policy.

Altman stated but in the bid part maybe there ought to something in the bid language that said waivers are available if certain aspects are not necessary for the contract.

Howard stated so what you're approving here is a template to put out with your contracts to your bid packets?

The Surveyor stated for maintenance, construction and reconstruction.

Howard stated we'll work on the language. Basically, what you're looking at is the unmanned aviation coverage being in affect if they are in any way using unmanned aircraft for inspection, survey, whatever.

Altman stated I would imagine a lot of the contractors would be using drones to make sure the crews are doing stuff and they can check on how the seed is doing. There's a lot of use for drones in this I would think.

The Surveyor stated I'm just trying to make it, so we have one thing. We don't have to go through every contract that we put out.

Altman stated I don't have a problem. You can make it an addendum what our policy is or the cut and paste if you think it's easier to read, but you have to have all the provisions in because it may be applicable.

Howard stated we'll put that coverage in and then I'll work with you on the parenthetical exclusion.

Mud Creek Drain - Lake Stonebridge:

Melissa Hartman-Compton was present for this item.

The Surveyor stated Lake Stonebridge is asking to put in a backflow preventor valve into a pipe that outlets the east lake into Mud Creek. This engages when I think it's 1.3 feet above the spillway of the dam. I'm recommending that we also put a grate on the lake side of the pipe, so nothing flows through the pipe and lodges in this valve. The cost of the installation of the preventor and the grate be paid for by the HOA (Homeowners Association), installation of the backflow preventor and the upstream grate be done by the Drainage Board Contractor under our inspection and the inspection of the backflow preventor and the grate be done twice a year by the HOA and report the inspection to the Surveyor's Office. Maintenance of the preventor and grate be done by the Drainage Board Contractor, cost of maintenance be done by the HOA. If there's any maintenance done, we'd bill them for it and then a written agreement for all of that would be between the Drainage Board and the HOA.

Altman stated so basically shift the cost to the HOA, allow the installation under that criteria.

Heirbrandt asked Compton, you're okay with that?

Compton stated yes.

Altman made the motion to approve the backflow preventor, grate and maintenance and installation to be done by the Drainage Board Contractor and paid for by the HOA, seconded by Dillinger and approved unanimously.

Altman asked who's going to draft this thing?

The Surveyor asked do you want their HOA attorney to draft?

Hartman-Compton stated I can get our attorney to draft it.

Howard stated have your attorney send it to me and I'll review it. He has my contact information.

Symons Drain - Six Points Road Streambank Stabilization (Task Order No. 5):

The Surveyor stated in 2014 when all the projects were being looked at for the Sheridan Area it was found that the streambank along Six Points Road just south of 256th Street was eroding. We did a task order on that, Banning looked at it, came up with a possible fix and the Highway had gone out and put shot rock down the embankment. That seems to be working so Banning would like to get the Task Order off of their plate and is asking for them to be released from the contract since the Highway doesn't want to do anything on the fix since the temporary fix seems to be holding.

Altman asked do we have their work product?

The Surveyor stated we do.

Altman made the motion to release Banning Engineering from Task Order No. 5 on the Symons Drain, Six Points Road Streambank Stabilization, seconded by Dillinger and approved unanimously.

John Underwood Drain - Damages from Loy's Trucking:

Altman stated this is an uninsured incident, correct?

The Surveyor stated correct. What we're asking is how does the Board want us to handle recouping the \$3,476.40 that we've spent on fixing the drain?

Altman stated I don't think it goes through the County insurance because it's still work on the drain. With an uninsured it should come out of the ditch fund I would assume.

Howard stated if he's uninsured, the primary source would be out of the fund, then we could always subrogate against them, but I don't know if they have...

Altman stated the other insurance company already spent around \$28,000.00 that they're out of pocket already. I don't think we're going to get our \$3,400.00 back.

Howard stated we have a lot bigger fish to fry. A judgment against somebody that's insolvent as Lawrence Barrett said, "it's not worth the paper it's written on".

The Surveyor stated that's kind of what I thought. If they don't have insurance...

Altman stated that's your first sign of a problem.

The Surveyor stated we're probably one of many in line.

Liston stated they were insured. It's a three-truck operation, but only one of the three trucks was insured and it wasn't the truck in the accident.

Altman asked how are they still operating?

Liston stated I don't think they are. They were running the wrong type of fuel and they found drugs in the cab of the truck.

The Surveyor stated I wanted to let the Board know where we were with that and see if there was any feedback. I didn't see any, but I wanted to ask.

Altman made the motion to pay for the repairs on the John Underwood Drain out of the drain fund, seconded by Dillinger and approved unanimously.

Saddle Creek Drain - O. F. Henley Arm:

The Surveyor stated we have a developer that's spreading some misinformation around and he's also going to be involved with the Highway, the detention on the south side of 146th Street that the Highway Built after condemning that property. I let Brad (Davis) know about this too. They're proposing to shift it over and relocate that one.

Altman asked what are we shifting?

The Surveyor stated that particular detention pond that the Highway built for 146th Street.

Altman stated so the gray thing is what exists.

The Surveyor stated yes. Brad didn't know anything about it nor did Jim Neal, so they haven't gone to the Highway yet.

Howard stated but it's right of way that we purchased, did we not? It's decided to us?

The Surveyor stated yes. They're also wanting to use Saddle Creek Pond to come up and basically enlarge it to take care of their detainage that they need for their development.

Altman stated but they don't own that either as I recall.

The Surveyor stated right.

Howard stated I went through the covenants and the plat this morning and it is very clear that the common areas are owned by the company and the company is a defined term as the HOA (Homeowners Association).

The Surveyor stated I told them when they came and talked to us before that would work, however, you need to get Saddle Creek's by in on it. They just went to Saddle Creek and said, "the Drainage Board and Surveyor are fine with, this is what we're going to do". I wanted to bring this up to the Board.

Altman asked who's the developer?

The Surveyor stated Pittman.

Altman asked Steve?

Heirbrandt stated yes.

The Surveyor stated I wanted to bring this to the Board in case you hear from Saddle Creek and when the Highway finally gets involved.

Howard stated for the record he has the right to discharge into that pond through our easement, but he doesn't have the right to raise the level of the pond or make the pond bigger because land is owned by the HOA.

Heirbrandt stated that's where Chris Potts lives.

The Surveyor stated that's why he's had me on speed dial.

Heirbrandt stated Chris has been all over the Mayor of Carmel too.

Altman asked what stage of platting is he in?

The Surveyor stated this is primary plat.

Altman stated it should be caught by engineering.

The Surveyor stated this for the Board's information and I'm sure you're going to hear about it sooner or later.

Heirbrandt stated I've already been copied with Mayor Brainard and his staff. The intent of their retention area was always intended for future development wasn't it?

The Surveyor asked Saddle Creek?

Heirbrandt stated yes.

The Surveyor stated it was not. It was for Saddle Creek. Everything coming into their property is pass through.

Howard stated those covenants were old, they were prepared by Jim Nelson and he hasn't practiced for fifteen years.

Heirbrandt asked what is the Surveyor going to recommend?

The Surveyor stated it's not for me to recommend anything, it's just a statement of fact that we don't own the property. All we have is rights for maintenance.

Howard stated I've reviewed it and I agree with your legal conclusion.

Big Cicero Creek Drain - Cover Crop Program:

The Surveyor stated the crop cover program was a success.

Altman stated yes, it's over subscribed.

Hearing Requests:

The Surveyor asked the Board to set hearings for the following items for September 28, 2020: Thor Run Drain, Springs of Cambridge/Bee Camp Creek Arm, Sanctuary at Steeplechase Shed Correction; Village Farms Arm, Overman-Harvey Drain, Adios Pass Reconstruction.

Dillinger made the motion to set these items for hearing for September 28, 2020, seconded by Altman and approved unanimously.

Altman asked do we approve when they change a watershed?

The Surveyor stated yes.

Altman asked that was contemplated?

The Surveyor stated yes. We don't do it when the primary comes in, we do it as each section comes in. This is one that's on top of the drainage shed and goes two ways, so it's all planned to go one way.

Final Reports:

The Surveyor presented the following final reports to the Board for approval.

"To: Hamilton County Drainage Board

July 29, 2020

Re: Little Eagle Creek Drain: West Rail at the Station Section 2 Arm

Attached are as-built, certificate of completion & compliance, and other information for West Rail Section 2. An inspection of the drainage facilities for this section has been made and the facilities were found to be complete and acceptable.

During construction, changes were made to the drain, which will alter the plans submitted with my report for this drain-dated April 25, 2018. The report was approved by the Board at the hearing held July 23, 2018. (See Drainage Board Minutes Book 18, Pages 217-218)

The changes are as follows: the 12" RCP was shortened from 354 feet to 352 feet. The 18" RCP was shortened from 506 feet to 500 feet. The 24" RCP was lengthened from 67 feet to 69 feet. The 6" SSD was shortened from 1,875 feet to 1,825 feet. The length of the drain due to the changes described above is now **2,857 feet**.

The non-enforcement was approved by the Board at its meeting on July 23, 2018 and recorded under instrument #2020005203. Sureties were not provided in accordance with IC 36-7-4-709.

I recommend the Board approve the drain's construction as complete and acceptable.

Sincerely,

Kenton C. Ward, CFM
Hamilton County Surveyor "

"To: Hamilton County Drainage Board

July 29, 2020

Re: Williams Creek Drain: West Rail at the Station Section 2 Arm

Attached are as-built, certificate of completion & compliance, and other information for West Rail Section 2. An inspection of the drainage facilities for this section has been made and the facilities were found to be complete and acceptable.

During construction, changes were made to the drain, which will alter the plans submitted with my report for this drain-dated April 25, 2018. The report was approved by the Board at the hearing held July 23, 2018. (See Drainage Board Minutes Book 18, Pages 219-220)

The changes are as follows: the 12" RCP was lengthened from 952 feet to 958 feet. The 15" RCP was lengthened from 381 feet to 389 feet. The 18" RCP was shortened from 154 feet to 152 feet. The 24" RCP was lengthened from 174 ft to 175 feet. The 30" RCP was shortened from 618 feet to 613 feet. The length of the drain due to the changes described above is now **6,990 feet**. It should also be noted that this project removed 1063 feet of the Charles Osborn Arm 3 drain.

The non-enforcement was approved by the Board at its meeting on July 23, 2018 and recorded under instrument #2020005202. Sureties were not provided in accordance with IC 36-7-4-709.

I recommend the Board approve the drain's construction as complete and acceptable.

Sincerely,

Kenton C. Ward, CFM
Hamilton County Surveyor"

Dillinger made the motion to approve the final reports presented, seconded by Altman and approved unanimously.

Capital Asset Notifications:

The Surveyor presented the following Capital Asset Notifications to the Board for their approval: E. E. Bennett Drain and Osborn & Collins Drain.

Dillinger made the motion to approve the Capital Asset Notifications presented, seconded by Altman and approved unanimously.

Benton Hinesley Drain, Grass Waterway - Final Report:

Conover presented the following final report to the Board for their approval.

"To: Hamilton County Drainage Board

March 12, 2020

RE: Benton Hinesley Grass Waterway - Final Report

This is the inspector's final report on Benton Hinesley Grass Waterway located in Section 29 of Township 20 North Range 3 East in Adams Township, Hamilton County, Indiana.

The Surveyor's Report for the Benton Hinesley Grass Waterway construction dated February 1, 2019 was presented to the Drainage Board and approved on March 25, 2019 (Hamilton County Drainage Board Minutes Book (Book) 18, Pages 389 - 397). The engineer's estimate was \$165,062.95. The bid was awarded to Van Horn Construction in the amount of \$132,990.34 on May 28, 2019 (Book 18 Page 430).

The Benton Hinesley Grass Waterway construction consisted of constructing 2,786 feet of grassed waterway, 1,717 feet of 8-inch perforated tile, one 40-foot arch pipe crossing, two 6-inch outlets, six 8-inch outlets, clearing of 0.2 acres of tree removal, one breather, 811 feet of filter strip on the west side of the Marion Adams Arm of the Benton Hinesley waterway. With the construction was the removal of two rows of existing 6-inch SSD on the Marion Adams Arm of the Benton Hinesley Drain.

There were two revisions to the design that were made by the engineer during construction. The first revision was to change the cross section of the ditch from a parabellum cross section to a trapezoidal cross section. This change was due to the constructability of the parabellum cross section. The second design change was to raise the flowline of the open ditch at station 13+50. This was needed due to a conflict with the 10-inch tile of Arm 3 to the Benton Hinesley Drain. The slope of the open ditch was flattened to 0.15% until the grade converged with the designed grade at station 19+75.

There were 7 change orders on this project for additional work or field revisions on the project as allowed by IC 36-9-27-80.5. Those change orders are as follows:

Change Order #1 was for dredging downstream of the original project area, riprap and 7 tile connections. Total cost of Change Order #1 was \$3,239.62 approved by the Board on August 12, 2019 (Book 18, Pages 555-556).

Change Order #1

19.94 tons riprap @ \$48.00 -----	\$ 957.12
2.5-yard excavator 7.5 hours @ \$195.00 -----	\$1,462.50
4" tile connection 1@ \$100.00 -----	\$ 100.00
6" tile connections 6@ \$120.00 -----	\$ 720.00
<u>Cost by Van Horn Excavating of Change Order # 1 -----</u>	<u>\$3,239.62</u>

Change Order #2 was for additional dredging of the open ditch downstream of the grass waterway project, additional rip rap and erosion control blanket needed for the for transition at the grade change needed for in field changes and for the repair of a 10-inch private tile encountered during the construction of the grass waterway. Total cost of Change Order #2 was \$8,296.66 approved by the Board on August 26, 2019 (Book 18, Page 575).

Change Order #2

101 tons riprap @ \$48.00 -----	\$4,865.16
5 hours 2.5 yd excavator @ \$161.00 -----	\$ 805.00
5 hours 1.5 yd excavator @ \$146.00 -----	\$ 730.00
5 hours skid steer @ \$76.00 -----	\$ 380.00
Labor 15 hours @ \$28.00 -----	\$ 420.00
Operator 15 hours @ \$34.00 -----	\$ 510.00
Erosion Control Blanket 165 sq. yds. @ \$1.50 -----	\$ 247.50
Tile repair - 80lb bag concrete 1 @ \$8.00 -----	\$ 8.00
Labor 4 hours @ \$28.00 -----	\$ 112.00
1 hour 1.5 yd excavator @ \$146.00 -----	\$ 146.00
Operator 1 hours @ \$34.00 -----	\$ 34.00
10" HDPE 4 ft @ \$12.00 -----	\$ 48.00
<u>Cost by Van Horn Excavating of Change Order # 2 -----</u>	<u>\$8,296.66</u>

Change Order #3 was for additional work at the transition at the grade change needed for in field change during the construction of the grass waterway. Total cost of Change Order #3 was \$2,670.00 approved by the Board on September 9, 2019 (Book 18, Page 580).

Change Order #3

7.5 hours 1.5 yd excavator @ \$146.00 -----	\$1,095.00
7.5 hours bulldozer @ \$86.00 -----	\$ 645.00
5 hours skid steer @ \$76.00 -----	\$ 228.00
18 hours Operator @ \$34.00 -----	\$ 612.00
Labor 4 hours @ \$28.00 -----	\$ 112.00
<u>Cost by Van Horn Excavating of Change Order # 3 -----</u>	<u>\$2,670.00</u>

Change Order #4 was for replacement of the existing clay tile with HDPE pipe where it crosses under the new grass waterway. Total cost of Change Order #4 was \$2,441.70 approved by the Board on September 23, 2019 (Book 19, Pages 20-21).

Change Order #4

30 feet 24" HDPE @ \$25.29 -----	\$ 758.70
5 hours Excavator@ \$146.00 -----	\$ 730.00
2 Bobcat @ \$76.00 -----	\$ 152.00
7 hours Operator @ \$34.00 -----	\$ 238.00
15 hours labor @ \$28.00 -----	\$ 420.00
3 tons #8 stone @ \$29.00 -----	\$ 87.00
400 sq. feet straw mat @ \$0.10 -----	\$ 40.00
Concrete mix 2 bags @ \$8.00 -----	\$ 16.00
<u>Cost by Van Horn Excavating of Change Order #4 -----</u>	<u>\$2,441.70</u>

Change Order #5 is for repair of holes along the existing tile. These small holes were encountered during the construction of the grass waterway. This change order also includes work done by Fluid Waste Services to remove tree roots in the existing tile. The tree roots were discovered during the construction of the grass waterway. Total cost of Change Order #5 was \$3,535.50 approved by the Board on October 14, 2019 (Book 19, Pages 33).

Change Order #5

8 hours Excavator@ \$146.00 -----	\$1,168.00
8 hours Operator @ \$34.00 -----	\$272.00
16 hours labor @ \$28.00 -----	\$448.00
<u>Cost by Van Horn Excavating of Change Order #5 -----</u>	<u>\$1,888.00</u>

8.5 hours Jet/Vac Services @ \$175.00 -----	\$1,487.50
18" Root Cut tools/blades \$160.00 -----	\$ 160.00
<u>Cost by Fluid Waste Services of Change Order #5 -----</u>	<u>\$1,647.50</u>

Total Cost Change Order #5 ----- \$3,535.50

Change Order #6 is for private tile outlets which were been encountered and for erosion control blanket installed at surface water notches cut in spoil banks. Total cost of Change Order #6 was \$2,674.72 approved by the Board on November 25, 2019 (Book 19, Pages 69-70).

Change Order #6

366 Yds Erosion Control Blanket @ \$1.50 -----	\$ 549.00
8" SDR35 - 42 ft@ \$10.90 -----	\$ 457.80
6" SDR35 - 14 ft@ \$8.90 -----	\$ 124.00
6" HDPE - 10 ft@ \$8.00 -----	\$ 80.00
6" HDPE - 1 Tee@ \$52.00 -----	\$ 52.00
8" Animal Guard 3@ \$21.95 -----	\$ 65.85
6" Animal Guard 1@ \$17.47 -----	\$ 17.47
6 Hours Mini Excavator @ \$76.00 -----	\$ 456.00
2 Hours Bobcat @ \$76.00 -----	\$ 152.00
8 hours Operator @ \$34.00 -----	\$ 272.00
16 hours labor @ \$28.00 -----	\$ 448.00
<u>Cost by Van Horn Excavating of Change Order #6 -----</u>	<u>\$2,674.72</u>

Change Order #7 is for private tile outlets which have been encountered, for erosion control blanket installed at surface water notches cut in spoil banks, to delete 260 feet of 6' SSD and delete 0.20 acres of clearing which was not needed. Total cost of Change Order #7 was \$-4,164.78 approved by the Board on December 9, 2019 (Book 19, Pages 78-79).

Change Order #7

Delete 260 Feet of 8" HDPE @ \$12.50 -----	\$3,250.00
Delete 0.2 Acres Tree Clearing @ \$11,250 per acre -----	\$2,250.00
6" SDR35 - 14 ft@ \$8.90 -----	\$ 124.00
8" SDR35 - 42 ft@ \$10.90 -----	\$ 457.80
6" HDPE - 6 ft@ \$8.00 -----	\$ 48.00
Concrete - 1 Bag@ \$8.00 -----	\$ 8.00
6" Animal Guard 1@ \$17.47 -----	\$ 17.47
8" Animal Guard 3@ \$21.95 -----	\$ 65.85
3 Hours Mini Excavator @ \$76.00 -----	\$ 228.00
3 hours Operator @ \$34.00 -----	\$ 102.00
3 hours labor @ \$28.00 -----	\$ 84.00
<u>Erosion Control Blanket 133 Yards @ \$1.50 -----</u>	<u>\$ 199.50</u>
<u>Cost by Van Horn Excavating of Change Order #7 -----</u>	<u>\$4,164.78</u>

Van Horn Excavating final costs for the reconstruction are as follows:

Contractor's Bid -----	\$132,990.34
Change Order #1 Total -----	\$ 3,239.62
Change Order #2 Total -----	\$ 8,296.66
Change Order #3 Total -----	\$ 2,670.00
Change Order #4 Total -----	\$ 2,441.70
Change Order #5 Total (Van Horn) -----	\$ 1,888.00
Change Order #6 Total -----	\$ 2,674.72
Change Order #7 Total -----	<u>-\$ 4,164.78</u>
Reconstruction Cost by Van Horn Excavating -----	\$150,036.26

Total Reconstruction Cost

Van Horn Excavating -----	\$150,036.26
Fluid Waste Services -----	\$ 1,647.50
Banning Engineering -----	\$ 23,525.00
Easement Acquisition -----	\$ 33,825.00
Total Reconstruction Cost -----	\$209,033.76

Amount Approved by the Board -----	\$223,662.95
Total Reconstruction Cost -----	\$209,033.76
Difference -----	\$ 14,629.19

At the March 25, 2019 hearing the reconstruction rates were estimated at \$270.10 per acre and minimum for Residential/Ag properties and \$540.20 per acre and minimum for Commercial properties & roads. This was based on a cost estimate of \$223,667.36. The final cost was \$209,033.76. At the January 27th, 2020 Drainage Board meeting the Board certified the reduced assessments to \$252.75 per acre and minimum for Residential/Ag properties and \$505.50 per acre and minimum for Commercial properties & roads. The revised certified assessment roll will create a total collection of \$209,040.94.

Partial Pay Requests for this project submitted and paid as allowed in IC 36-9-27-81 are as follows:

	Date Requested	Date Paid	Billed	Retained	Paid
Pay Request #1	08/13/19	08/27/19	\$27,139.62	\$4,070.94	\$23,068.68
Pay Request #2	08/18/19	09/10/19	\$21,820.66	\$3,273.10	\$18,547.56
Pay Request #3	09/03/19	09/24/19	\$2,670.00	\$400.50	\$ 2,269.50
Pay Request #4	09/16/19	10/15/19	\$28,266.70	\$4,240.00	\$24,026.69
Pay Request #5	10/07/19	10/29/19	\$24,792.00	\$3,718.80	\$21,073.20
Pay Request #6	10/21/19	11/13/19	\$19,477.22	\$2,921.58	\$16,555.64
Pay Request #7	11/04/19	11/26/19	\$8,980.00	\$1,347.00	\$ 7,633.00
Pay Request #8	11/18/19	12/10/19	\$11,064.85	\$1,659.73	\$ 9,405.12
Pay Request #9	12/02/19	12/20/19	\$5,825.22	\$873.78	\$ 4,951.44
Retainage	12/02/19	03/10/20			\$22,505.43
Van Horn Excavating Totals:			\$150,036.26		\$150,036.26

Statement of All Incurred Expenses Paid signed by the contractor as required in IC 36-9-27-82(b) was received on December 2, 2019 notifying the Board that all expenses incurred for labor and materials have been paid in full. The as-builts indicated that their work was completed and acceptable.

The engineering design, plans, construction staking and as-built (record) drawings were prepared by Banning Engineering. The as-built drawings are attached.

As of February 13, 2020, I hereby attest to and agree that the reconstruction was installed according to the specified plans and change orders and have approved such work under IC 36-9-27-82(a). All inspections have been completed. Final inspection was on November 26, 2019.

I recommend the Board approve the reconstruction as complete and acceptable.

Respectfully,

Andrew Conover
Inspector "

Dillinger made the motion to approve the final report presented, seconded by Altman and approved unanimously.

Non-enforcements:

Clark presented a non-enforcement request for the Williams Creek Drain, Westmont Arm filed by Sydney Blumenthal for parcel #17-09-21-00-21-041.000 for a fence. There is a tree line on the east property line which would hinder our access to the drain from the east side.

Altman asked do you have this marked north, south, east, west?

The Surveyor stated the top of the page is north.

Altman stated when you do these and you're going to say east side, give me an arrow.

Clark stated there is a tree line along her east property as of now would hinder our access to the drain from the east. With the proposed construction of the fence it would prohibit our access from the west without removing that particular fence.

Altman asked has she not offered to put removable panels in? Has that been suggested?

Clark stated that can be a condition of the agreement.

Altman stated we've got all kinds of potential approvals recommended with removable panels so why would this one be different?

Clark stated I don't believe the fence intersects what is being proposed. I don't think it intersects the drain which is usually when we suggest placing removable panels. I think it would be a foot short of the six-inch subsurface drain on the property. Even with that orientation between the fence and the tree line we would have less than fifteen feet to actually access the drain.

Altman stated I'm sorry, I'm not following.

The Surveyor stated this is a woven wire fence that Saddle Creek put up, which is the subdivision to the east.

Altman asked is that on the outside of the drainage easement or is that within the drainage easement?

The Surveyor stated that is on the property line. There is another drainage easement for Saddle Creek Pond on the other side of that woven wire fence.

Clark stated Blumenthal is present today.

The Surveyor stated Blumenthal wants to go ten feet into a twenty-foot easement. Our drain is fifteen feet from the fence, which puts it five feet from the house side of the easement and there wouldn't be enough room to work. If she were to go all the way through the easement and put removable panels that would be a solution we could live with.

Altman asked so go to the property line?

The Surveyor stated right.

Altman asked with removable panels?

The Surveyor stated right.

Altman stated show Blumenthal on the map, I want to make sure everyone is on the same page.

Blumenthal stated from my understanding the fence that's on Saddle Creek is the fence Saddle Creek neighborhood placed after they removed a bunch of those tree lines. The tree line I feel like isn't such an issue from my understanding because so many were removed before they even placed that fence there.

Altman stated we don't care about the trees; we don't like trees.

Blumenthal stated I never expected something like this to be declined. I already placed the deposit down for the materials because everything's been so delayed for Covid, we need to get the fence in for the kids and the animals. As you look along the whole plain of the rest of the street everything is the same line so I don't understand why theirs would be approved and mine would not. The last time I did a fence with the same company was ten years ago and we didn't have these types of approvals or permits. One of the things my fence builder said was "I don't ever recall the Board ever denying to enter RDE half way, which is what your request was".

Altman stated they would be incorrect.

Howard stated he doesn't come to many of our meetings.

Blumenthal stated the builder did say I could remove the fence at my cost if access were ever needed as opposed to doing the removable panels. I could always trim the tree branches back if that would help with the larger access lane, I'd be happy to remove the fence at my cost if ever needed. I don't want to bring the fence up because I'm utilizing the same line as the neighbor next door because then it makes it off when you look out onto the area of having two different fence levels across the whole ten or twelve houses.

Altman asked was the neighbor's fence approved?

Clark stated we have a varying level of compliance along this particular block. I believe her neighbor to the south did not acquire a fence non-enforcement whereas her neighbor to the north did. Her neighbor to the south has a larger drainage easement than Blumenthal's. The property to the south has a 30-foot drainage easement, whereas Blumenthal has a 20-foot drainage easement.

Howard asked what about the one that didn't get the permit?

Clark stated that would be the one.

Howard asked the one that did get a permit, what have they got?

Clark stated it would be lined up with what she's asking for.

Blumenthal stated that was my concern.

Altman stated its kind of hard; why did we approve one and not recommending approval on this one?

Howard asked does the other one have removable panels?

Clark stated they do not, no.

Howard stated the reason for removable panels is if they need to get in there they need to get in there and not wait three weeks for a contractor to come and remove your fence at your cost.

Blumenthal stated right. What kind of needs would need; when does that actually happen and how often to get access to those drains?

The Surveyor stated we have no idea when we would have to.

Blumenthal asked what kind of activity would warrant needing to get access to those drains?

Heirbrandt stated obstruction.

The Surveyor stated if the tree roots that you see in the picture get into the drain and clog it.

Blumenthal stated that wouldn't be an immediate, it wouldn't be something that you'd have to remove that day. You're saying as opposed to getting three weeks' notice I wouldn't think that would be an issue with me offering to remove it myself versus putting in removable panels.

The Surveyor stated be aware that when we remove them, we don't put them back.

Blumenthal stated right, but from my understanding it's a rare issue we would have to do that so installing a specialized material on panels in case that were to happen to me, it's more cost effective to remove it at that cost to me to make that happen.

Altman stated normally we don't give you the option to remove. If we need access, we need access even with permission. So, what the Surveyor is trying to tell you if we do need access our crew may be in there and taking it down and it doesn't go back up. You'd need to accept that as a condition of the variance. I'm not hearing that's acceptable to you.

Blumenthal stated that would be acceptable. I was thinking doing as is right now and if that were to happen, that were to happen as opposed to me doing a preventative measure of installing those panels. I'm assuming whoever would go out would know how to utilize those, right?

Altman stated I would assume so, but it may cost you more to have a removable panel.

Blumenthal stated that's what I'm saying so I'd rather avoid that.

Howard stated we're thinking backwards. First of all, when you bought the property and your title policy says, "subject to easements and restrictions of record". When you closed on that property you did not have the right to put a fence in that easement. You didn't buy that.

Blumenthal stated that's why I'm requesting approval.

Howard stated I know, so the issue here is whose problem is it and since the Drainage Board now has an absolute right to go in there without any obstructions then its just a question of cost and efficiency.

Blumenthal stated right.

Howard stated and everybody in the drainage shed gets to, if they need maintenance, everybody in that drainage shed gets to participate in the cost.

Altman asked where's the pipe in this whole thing? I think there was a discussion of we're a foot off the pipe on the proposed location.

Clark stated the drain is not located in the middle of the twenty-foot drainage easement. It seems to be closer to the property line of the Saddle Creek fence.

Blumenthal asked shouldn't Saddle Creek be responsible for removing that fence to get access?

Altman stated that's why I'm confused where you said she could take it clear back to her property line and that would be preferred.

Clark stated that would require a removable panel fence. That's generally when we require them is if the drain is intersected.

Howard stated so the removable panels would be perpendicular to the pipe as opposed to parallel.

Clark stated correct.

Howard stated so you'd just have to have a few panels rather than the whole length.

Altman stated I don't think Saddle Creek would have to remove their fence because the pipe is on this side of the property and their easement was never intended to provide easement for this parcel.

Blumenthal stated the neighbor's nearby it seems that none of them were really pleased with how that went down in the first place because I know in terms of the brush line and privacy and placed a fence that was never even approved there. So, it went from landscaped privacy to no privacy and the chicken wire type fence.

Altman stated it's not ours.

The Surveyor asked Clark, you said the neighbor to the north...

Clark stated acquired a non-enforcement whereas the south...

The Surveyor stated so this is two properties north.

Clark stated yes.

The Surveyor asked Clark, do you know what they got as far as a non-enforcement?

Clark stated not the particular orientation. The final inspection was a pass, I do know that.

Blumenthal stated my intent is not to create any issues with the neighbor's that have already installed their fence.

Altman stated unfortunately that does happen. To be consistent with the other non-enforcements we are allowing when they've gone in we've required removable panels so that's what I'm inclined to do even with a negative recommendation from the Surveyor's Office is to allow it to go in that alignment that you've requested as long as you have removable panels.

Blumenthal asked is that something the fence company is understanding what that means?

Heirbrandt stated they understand what that means.

Blumenthal asked is this actually a gate or an actual panel.

Heirbrandt stated its actual panels. What's the material?

Liston stated it's the wrought iron.

Altman stated they are naturally removable panels, so I don't think it's a huge deal.

Blumenthal stated okay, I'm on board with that.

Altman made the motion to allow the variance in the location requested as long as they're removable panels, seconded by Dillinger and approved unanimously.

Clark presented a non-enforcement request for the Williams Creek Drain, Centennial Arm filed by Richard and Elizabeth Waters for parcel #08-09-15-00-08-112.000 for a fence. The Surveyor's Office recommends approval.

Altman made a motion to approve the nonenforcement request presented, seconded by Dillinger and approved unanimously.

Clark presented a non-enforcement request for the Williams Creek Drain, Merrimac Arm filed by Daniel and Anne O'Brien for parcel #08-09-15-00-04-008.000 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Clark presented a non-enforcement request for the Williams Creek Drain, West Rail at the Station Arm filed by Alexander and Katharine Khamutov for parcel #08-09-10-00-20-021.000 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Clark presented a non-enforcement request for the Williams Creek Drain, Springmill Ridge Arm filed by Brian and Tena Ellis for parcel #17-09-27-00-05-021.000 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Clark presented a non-enforcement request for the Williams Creek Drain, Trails at Hayden Run Arm filed by L. Marie Sleet for parcel #17-09-20-00-10-024.000 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Clark presented a non-enforcement request for the Williams Creek Drain, Clay Springs Arm filed by Joseph and Jennifer Godar for parcel #17-09-33-00-06-005.000 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Clark presented a non-enforcement request for the Williams Creek Drain, Jackson's Grant Arm filed by Kyle and Carlee Robbins for parcel #17-09-34-00-10-036.000 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Clark presented a non-enforcement request for the Hunter's Creek South Drain filed by John and Emily Scott for parcel #16-09-24-01-10-001.000 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Clark presented a non-enforcement request for the Little Eagle Creek Drain, West Rail at the Station Arm filed by Martin and Tonya Peacock for parcel #08-09-10-00-20-007.000 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Clark presented a non-enforcement request for the Morrow-Follett Drain filed by Jill Zaniker for parcel #16-09-25-12-01-044.001 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Clark presented a non-enforcement request for the Albert Shaw Drain, Ashmoor Arm filed by Gabriel Krause for parcel #17-09-30-00-09-041.000 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Liston presented a non-enforcement request for the Vermillion Drain, Enclave at Vermillion Arm filed by Chad and Sara Trennepohl for parcel #13-16-08-00-19-009.000 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Liston presented a non-enforcement request for the Vermillion Drain, Enclave at Vermillion Arm filed by Katherine Rayner for parcel #13-16-08-00-19-023.000 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Liston presented a non-enforcement request for the Vermillion Drain, Woods at Vermillion Arm filed by Angel A. Delgadillo Quevedo and Gloria E. Diaz Emes for parcel #13-16-08-00-20-014.000 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Liston presented a non-enforcement request for the Vermillion Drain, Woods at Vermillion Arm filed by Jonas Murphy for parcel #13-16-08-00-20-011.000 for a fence. The Surveyor's Office recommends approval.

Altman made the motion to approve the non-enforcement request presented, seconded by Dillinger and approved unanimously.

Violations:

Mallery Granger Drain (Breining Property) - Liston stated Breining submitted one drawing to the City of Noblesville and another drawing to us. The drawing that went to Noblesville showed the encroachment and the drawing sent to our office showed no encroachment. When I went out to verify, we found the encroachment. I met with the contractor this morning and they have located a place on his property to construct the outdoor riding arena outside the easement.

Vermillion Drain, Woods at Vermillion Arm (Owens Fence Update) - Liston stated a violation was issued on March 26, 2020. I also notified the HOA (Homeowners Association), which is Community Management Services, the same day. The property owner signed the green card because it went registered mail on the 28th of March. The owners fence company came back and removed the fence in that ten-day period because they did not go through the proper channels to install it. This was a full encroachment into a regulated drain easement that backed up to a pond in the Woods Section 3. We notified the Board at the first meeting of April. The fence stayed stacked on the property until I was doing an inspection for Woods at Vermillion Section 5 and found that the fence had been reinstalled. I called the property owner to ask when it was installed, and she said at the end of June. From that time on she would not answer my calls. I spoke with the Surveyor and notified them by an email of the Surveyor's decision to remove the fence. On Friday that fence was removed from the easement. Prior to the removal, Brian (Rayl) our LS, went out and staked the easement and also located the fence and the fence had been placed across the property line into a Common Area. Agricon removed the fence on August 7, 2020. Agricon came on site for the removal at approximately 8:15 a.m., I had an initial conversation with the property owner at approximately 8:30 a.m. and at approximately 9:20 a.m. we started the removal. I spoke with Mike (Howard) at approximately 10:10 a.m. and also at 10:20 a.m. on the matter. The portion of the fence that was in the easement was removed by 12:30 p.m.

Altman stated just for my edification, we sent a notice, they pulled the fence, then she put it back in the same place or a different place?

Liston stated they did not put it back in the same place. They actually went across their property line with the installation.

Altman stated so they trespassed on common area. They were aware that it was all regulated? The common area, is that part of...

Liston stated the property owner was notified through the violation and then by the email I sent on July 2nd that no part of that fence should be in the fifteen-foot easement. It's very similar to what we're in legal matters with the other property that backs up to the pond and are on their second attorney.

Altman asked the Common Area, is that part of the regulated drain?

Liston stated it is because its part of a pond area.

Altman stated so she put it back in the regulated drain.

Liston stated yes.

Altman asked what's in our ordinance about fines? That's what I'm getting to, this is intentional behavior that if we're ever going to start putting some muscle in here and stop wasting staff time.

Howard stated they have a duty to reimburse us the cost and I can't remember what I put in there for a fine, but there is a fine provision. It may up to \$2,500.00.

The Surveyor stated we've never used it before.

Howard stated to add a little insult to injury, when I got in that morning I had a call from an attorney in Fishers and he had gotten a call from the property owner that we were in there taking down their fence, etc., etc. and then I talked to Jerry (Liston). I called him back and said 'the fence was put up by a contractor, they were told to take it down and then they turned around and put it up themselves. He said "oh, they left part of that out". I don't know which part they left out.

Altman asked Howard, please find out for next meeting. This is ridiculous. It's wasting everybody's time and hurts everyone.

Surety Acceptance:

Liston stated that at this afternoon's Commissioners meeting the Board would be accepting the following surety: Irrevocable Letter of Credit No. 1396JG7 in the amount of \$185,581.52 for Jackson's Grant Section 7, storm sewers.

Surety Release:

Liston stated that at this afternoon's Commissioners meeting the Board would be releasing the following sureties: Irrevocable Letter of Credit No. 1322RFF3 in the amount of \$97,416.54 for the Ridge at Flat Fork Section 3, storm sewers; Irrevocable Letter of Credit No. 1341ENC3 in the amount of \$169,172.40 for Enclave at Vermillion Section 3, storm sewers; Irrevocable Standby Letter of Credit No. 60006335 in the amount of \$127,500.00 for Anchorage Drain, Reconstruction of a Portion of Section 1.

Ellis Bark Drain Reconstruction - Change Order No. 5:

Cline presented Change Order No. 5 to the Board for approval.

"August 4, 2020

To: Hamilton County Drainage Board

Re: Ellis Barker Drain Reconstruction
Change Order #5

Change Order #5 is required due to problems encountered in installing the 30" RCP across the intersection of Grassy Branch & 196th St., additional time and material required to properly bed the 36" pipe between Structures 409 & 410 due to encountering sugar sand and the modification of Structure 411.

The following items are changes to the reconstruction of the Ellis Barker Drain Reconstruction:

ADDITIONS

Road Cut Protection for 3 extra days -----	\$	2,739.15
Temporary Backfill -----	\$	6,966.02
Concrete Patch of Road Cut -----	\$	7,544.37
Sugar Sand Undercut -----	\$	4,934.66
Modify Structure 411 -----	\$	531.26
Total Additional Items -----	\$	22,715.46
Total Change Order #4 -----	\$	22,715.46
Engineer's Estimate -----	\$1,349,266.24	
Contract Bid -----	\$	962,000.00
Change Order #1 -----	\$	72,866.72
Change Order #2 -----	\$	750.00
Change Order #3 -----	\$	3,600.00
Change Order #4 -----	\$	13,529.06
Change Order #5 -----	\$	22,715.46
Total Reconstruction Cost		\$1,075,461.24
Difference -----	\$	273,805.00

Submitted By:

Luther Cline
Inspector "

Altman made the motion to approve Change Order No. 5 on the Ellis Barker Drain Reconstruction, seconded by Dillinger and approved unanimously.

Construction Updates:

Ellis Barker Drain Reconstruction - Cline stated we're still working with Frontier to get their fiber optic cable lowered.

The Surveyor asked is there something the Board could maybe send a letter to Frontier asking them to move their line? We're not getting anywhere.

Heirbrandt stated I think the Board and the attorney.

Altman asked can we write them a letter you have "how many days" to move it or we'll hire a contractor to move it for you?

Heirbrandt stated we need to get it moving.

Hamilton County Drainage Board
August 10, 2020

The Surveyor stated all we have to do is put a stick of pipe in and a structure and we're done, but we've been held up now for months.

Howard stated get me where it's located specifically, and we'll get on the Secretary of State's Website and find out who the resident agent is for Frontier. I'm sure they're like all these other people they're somewhere else and nobody around here has authority to do anything other than empty the trash cans.

Altman stated and it kind of goes back to our ordinance that maybe we should have a provision in our ordinance that says if a contractor doesn't remove in a regulated drain within so many days they'll be fined "x" dollars per day.

Howard asked is that line alive?

The Surveyor stated yes, it serves Kokomo.

Altman stated it won't be cheap to move.

The Surveyor stated they denied it was theirs for months.

Howard stated give me the exact information.

The Surveyor stated we'll get that to you.

William Krause Drain Phase 3 - Conover stated the pipe has been completely installed on that, the contractor is doing the final grading. There's some discrepancies on what they want to pave so the Surveyor and I are meeting with the owner of the company on the 18th of this month to go over what their responsibilities are on straightening out the easement where the damage occurred in the parking lot.

The Surveyor stated it's the church all over again.

Pending Asbuilts:

F. M. Musselman Drain, Burnau Arm Reconstruction - Liston stated I attempted to call VS Engineering this morning and didn't get an answer. I sent an email to Amy Moore who has taken over engineering for our county project. The field work has been done, but I don't know if they put anything on paper yet.

Pending Final Reports:

Anchorage Drain, Reconstruction of a portion of Section 1 - Liston stated I have started the final report and hope to have it to the Board at the next meeting.

Thistlewaite Drain, California Street Arm - Conover stated we have the final report completed on that and the asbuilts. Hopefully they'll be on the next agenda.

William Krause Drain, Phase 1 - Conover stated the final report is done.

William Krause Drain, Phase 2 - Conover stated the final report is done and I think we're still trying to figure out what to do with that check that Ogle has on that.

Heirbrandt stated he hasn't signed the release.

Howard stated Ogle hasn't signed the release, but we do owe him the crop damage and Andy (Conover) just provided me with some pictures of that project. It looks like there needs to be some seed in a grass waterway, but that's our problem. The beans are so thick you can't see the ground in the picture, so I think his complaint about the quality of the dirt that we returned is negligible. Is this grass waterway on our property or his?

Conover stated it's on his property. We just put some seed out there, its' just that one spot.

Howard asked is he complaining about it or did you just see it when you went out to take pictures?

Conover stated Ogle had mentioned something about that, but if you continue farther up that waterway we didn't work, we only went so far in there. I have some pictures of before we did work and then after we had worked in there.

Howard asked so it's his grass waterway farther up?

Conover stated yes.

Howard asked it's not in easement or anything?

Conover stated correct.

Howard stated we do owe him the crop damage. I'd recommend that Andy (Conover) go out, we get the seed there in the grass waterway, send him the crop damage and finish.

Altman asked I thought you were going to have him come in and sign for the check?

The Surveyor stated yes.

Howard stated okay, we'll do that.

Conover stated I heard from Ogle this morning on Phase 3 of Krause so I will be in contact with him.

Crawford Wetland Mitigation - The Surveyor stated I'm working on the wetland mitigation final.

Clara Knotts Drain, Pipe Lining - The Surveyor stated I'm working on the final report for this project.

Budget & Permit Update:

The Surveyor presented the budget and permit update to the Board for their information. He asked if there were any questions.

There were no questions.

Pending Items (Attorney):

Masthead Drain (McPhail Recorded Document) - Howard stated Mr. McPhail if you remember had the ground on Geist and put about 90 triaxles of dirt on top of the drain that drains the street and he wanted an encroachment permit to help him sell the property. We did draft it and the Board signed it and essentially the encroachment permit did not require him to move the pipe, but was in recordable form and in the event the street backed up in the drain he or his successors in title would be responsible for that. Amazingly I haven't heard anything from him or his realtor. Do we want to follow through with enforcement? What's your thoughts?

Altman asked so McPhail was supposed to sign off on that, correct?

Howard stated McPhail wanted the encroachment approved and we added some conditions that in the event that there would be problems with that pipe, and it was not draining the street then he or his successors in title would be responsible for those costs.

Heirbrandt asked how do you think we ought to proceed?

Altman stated I think we ought to record..

Howard asked record a notice that he is in violation?

Altman stated correct.

Heirbrandt stated I agree.

Altman stated the next guy buying the property is going to buy a problem.

Howard stated I'll check and make sure that property has not transferred, and I will have that for you at your next meeting.

Altman stated I think on the sales disclosure he has to disclose any violations.

Howard stated his vendors affidavit.

Altman stated on your state sales disclosure I think there's a tic box that you have to say if you're in violation of any local ordinance.

Dillinger made the motion to adjourn, seconded by Altman and approved unanimously.

Mark Heirbrandt - President

Lynette Mosbaugh
Executive Secretary