

MINUTES OF THE HAMILTON COUNTY DRAINAGE BOARD

July 10, 2023

The meeting was called to order Monday, July 10, 2023 at 12:00 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 his staff: Mr. Sam Clark, Mr. Reuben Arvin, Ms. Clara Furst, Mr. Gary Duncan, Mr. Gavin Maxwell, Mr. Steve Cash, Mr. Luther Cline, Mr. John Campbell and Mr. Brian Rayl. The Board's attorney's, Mr. Michael Howard and Mr. Connor Sullivan, were also present.

Approval of Minutes of June 26, 2023:

The minutes of June 26, 2023 were presented to the Board for approval.

Altman made the motion to approve the minutes of June 26, 2023, seconded by Dillinger and approved unanimously.

Beaver & Brooks Drain - Easements:

The Surveyor stated this was an item that was proposed to you and a poll was done so we could get this moving along at which time the Board's concurrence was to approve it and then Heirbrandt signed it and we got it onto evaluations for the appraisal services for the Beaver & Brooks Drain. This is for the Board's concurrence of the approval.

Altman stated I looked at the plans, what are we doing?

The Surveyor stated we're reconstructing the Beaver & Brooks Drain. There's going to be a new roundabout that Fishers' is putting in at 106th Street. In order to have drainage we need to reconstruct the Beaver & Brooks Drain.

Altman asked is this going to be at Fishers' expense?

The Surveyor stated this is going to be Fishers and some of the property owners' expense within the drainage shed.

Altman stated I was looking at this route; that's good it's not our expense.

The Surveyor stated partially Fishers and partially the people within the watershed.

Altman stated just my point, this is going to be really expensive from land costs. How are we dividing this up?

The Surveyor stated it's up to the Board how to divide that up. We're just trying to get everything in place with a cost estimate.

Altman stated so Fishers has approved the route; I don't want to get sideways after we go through the appraisal.

The Surveyor stated Fishers is giving it all to us.

Altman stated okay, I just foresee...

The Surveyor stated if there's any blowback, they can...

Altman asked, how wide is the easement?

The Surveyor stated enough to get us through a minimum of 30 feet.

Altman stated okay, I just looked at this thinking this is not going to be cheap.

Duncan stated the average is between 30 and 40 feet.

Altman stated okay, so we tightened it as much as we could.

The Surveyor stated the 40-foot section is deep, so we need that additional area because of the depth.

Altman asked, is it going to have temporary, permanent or all permanent?

The Surveyor stated all permanent.

Heirbrandt asked the Board, is there concurrence?

Altman stated yes.

Dillinger stated yes.

Adam Ault Drain Reconstruction - Contract:

The Surveyor stated the hearing was approved at the last meeting. We have a contract today for signature and approval. The contract is for \$327,985.00.

Altman made the motion to award the contract for the Adam Ault Drain Reconstruction to Indiana Earthworks, LLC in the amount of \$327,985.00, seconded by Dillinger and approved unanimously.

Hearing Requests:

The Surveyor presented the following items to be set for hearing on August 28, 2023: Kreager & Hinshaw Drain; H. A. McMullen Drain; Paulsel-Vance & Paulsel Drain; Rebecca Roberts Drain; John Roe Drain; Harriett Sheward Drain; J. W. Wagner Drain; and Little Eagle Creek Drain, Cove Horney Arm, Carramore Section 1.

Altman asked the Surveyor, on the John Roe Drain, how many people are on that drain?

The Surveyor stated I can't tell you off the top of my head.

Altman stated it can't be a whole lot because it's \$782.00.

The Surveyor stated it's a very small drain. Some of it's being abandoned with the US 31 right of way.

Altman stated I don't see us doing much extending the collections in terms of building up anything.

The Surveyor stated some of it's gotten reconstructed by Reynold's Farm Equipment and then the old section is upstream of Reynold's along US 31.

Altman stated it's chronic breakdowns and if we needed to adjust the rate I think we ought to do it at the same time we increase the collections.

The Surveyor stated I foresee that being a moot issue because I see development.

Dillinger made the motion to set the items presented for hearing on August 28, 2023, seconded by Altman and approved unanimously.

Big Cicero Creek Joint Drainage Board:

The Surveyor presented the minutes of May 24, 2023 of the Big Cicero Creek Joint Drainage Board to the Board for their information.

Heirbrandt stated the canoe trip was cancelled. The Surveyor made that call.

The Surveyor stated I was not going to drag a canoe all day.

Non-enforcements:

Mr. William Stephan was present for this item.

Clark presented a non-enforcement request for the Ross & Mann Drain filed by Brad Carlisle for parcel #01-01-26-00-00-016.001 for field drainage. The Surveyor's Office recommends approval.

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

Clark presented a non-enforcement request for the Thorpe Creek Drain filed by BSM Groups (Comcast Cable) for parcels #13-15-01-00-04-008.000, 13-15-01-00-04-001.000 & 13-15-01-00-24-001.000 for cable located ten feet below regulated drain. The Surveyor's Office recommends approval.

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

Clark presented a non-enforcement request for the Vermillion Drain, Woods at Vermillion Arm filed by Greg and Sandy Hege for parcel #13-16-08-00-07-006.000 for a retaining wall for pool. The Surveyor's Office recommends approval.

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

Clark presented a non-enforcement request for Hunters Creek South Drain filed by BSM Groups (Charter Spectrum) for parcel #17-09-24-03-07-007.000 for facility to be 10 feet below regulated drain tile. The Surveyor's Office recommends approval.

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

Clark presented a non-enforcement request for the Williams Creek Drain, Thomas Hussey Arm filed by Henry and Christine Camferdam for parcel #17-13-03-00-00-028.009 for minor regrading at confluence with unnamed stream. The Surveyor's Office recommends approval.

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

Clark presented a non-enforcement request for the Williams Creek Drain, Queens Manor Arm filed by Dimitrios & Viviana Koukoulomatis for parcel #17-13-03-00-00-028.113 for a concrete driveway. The Surveyor's Office recommends approval.

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

Furst presented a non-enforcement request for the Williams Creek Drain, Buckhorn Arm filed by David Denton for parcel #17-09-22-00-06-056.000 for a fence. The Surveyor's Office recommends approval.

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

Furst presented a non-enforcement request for the Little Eagle Creek Drain, Troy Estates Arm filed by Christopher and Cynthia Emperor for parcel #17-09-19-00-15-025.000 for a fence. The Surveyor's Office recommends approval.

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

Furst presented a non-enforcement request for the Village of West Clay Drain filed by Jamie and Ellen Gray for parcel #17-09-33-00-16-008.000 for a fence. The Surveyor's Office recommends approval.

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

Furst presented a non-enforcement request for the Williams Creek Drain, Centennial Arm filed by Stephan and Donya Jones for parcel #08-09-15-00-16-013.000 for a fence. The Surveyor's Office recommends approval.

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

Furst presented a non-enforcement request for the Williams Creek Drain, Jackson's Grant Arm filed by David and Lauren Schnieders for parcel #17-09-34-00-12-025.000 for a fence. The Surveyor's Office recommends approval.

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

Furst presented a non-enforcement request for the Williams Creek Drain, Springmill Streams Arm filed by Jason and Jennifer Mencias for parcel #17-09-27-00-07-012.000 for a fence. The Surveyor's Office recommends approval.

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

Furst presented a non-enforcement request for the Williams Creek Drain, Claridge Farms Arm filed by William and Carol Stephan for parcel #17-09-34-00-03-008.000 for a fence to encroach five feet into the 10 foot D & UE along the east side and north perimeter lines. There was a recent survey done so we did locate the lot corner markers that are along the rear side. There is a ten-foot drainage easement along the side as well as the rear. The Surveyor's recommendation is to allow a half encroachment. There are other items within the drainage easement. The neighbors to the rear have a horseshoe arrangement set up as well as bushes and mature trees. Along the side the neighbor that is farther to the west has a fence and rock located in the easement. The homeowner is here today.

Altman asked whose property is whose?

Furst stated the property owner who is here today who is applying for the permit (indicated the property on an aerial photo) and the neighbor with the existing fence.

Altman asked did they get permission to put their fence there?

Furst stated no.

Altman stated it looks like it's almost on the drain opening.

Furst stated yes.

Altman asked what are we doing about them?

Furst stated our office will be sending a violation.

Altman stated I don't want to take into consideration that fence if they're in violation in your determination on the set back.

Furst stated to my understanding we did, that's why we went with the standard half encroachment, which would be five feet out of the ten foot easement.

Altman asked the Surveyor, do you understand what I'm saying?

The Surveyor stated yes.

Altman stated we wouldn't take into consideration an illegal fence.

Furst stated yes, I understand what you're saying now.

Altman stated the mature trees are probably in violation too, correct?

Furst stated yes and there are also bushes you can't see very well on those photos that are farther back.

Altman asked what is that stake sticking up?

Furst stated that's the corner marker stake.

Altman asked what about the other item?

Furst stated that is the horseshoe game setup that belongs to the neighbor to the rear.

Howard asked is that a permanent structure in the easement or is it just a bucket?

Furst stated they are wood slats that could easily be pulled out if needed. The property owner is here today to share their thoughts on the matter.

Stephan (1240 N. Claridge Way) stated what's prompted our interest in establishing a fence here is that as we've had more children moving into the neighborhood, the fact that we don't have a fence there, our yard has become a passthrough where we've had children going back and forth to the northern part of the subdivision going to the pool area, going to the recreation areas, going to visit friends and we've tried to ask them politely not to use our yard as a passthrough, but our concern is that by allowing that to happen we can't police it 24-7, we're acquiescing that all of a sudden there's this perception that it's open for egress and ingress. One evening early this spring there was a young man walking down our driveway going to the back of the lot as my wife was pulling out of the driveway so from a safety standpoint it's really created an issue for us to the point where despite asking children in our neighborhood, even talking to some parents about it, we're still seeing regular passageway through our yard. Both neighbors on the east and west have fences as noted here. I think those fences have been established as best I can tell probably from the time the neighborhood was first developed. There haven't been any issues to my knowledge in terms of any problems. We've contracted with Glidden Fence in Westfield and they've indicated they can create a fence that has a removable section if there's ever a need for access to that area. Moreover, as I talked to the liaison for our ARB and our HOA they indicated that there's precedent for that in the Claridge Farms Subdivision where there have been removable sections if it's a near a beehive or area that needs to be addressed over time. Our concern here is one of safety, we have grandchildren that play in our yard, we have a dog that is there from time to time and as we've got children coming and going it's just created some issues where we feel as though our property is being trespassed on a regular basis and if we can establish a fence there we think that would address the issue. We appreciate your consideration this afternoon.

Altman asked Stephan, what is your damage if we require a five-foot setback from the easement edge?

Stephan stated our concern is if it creates an opening then children are still going to find their way back and forth.

Altman stated I assume you're going to enclose at least three quarters of your fence.

Stephan stated our goal was to connect with our neighbor's fences. We've talked with both of them and they both agree that they'd be happy to have us tie into their fence line so that there's not a way to go back and forth.

Altman stated but these people appear to have a setback even though it's not outside the regulated drain. You would actually be going onto their property to connect, wouldn't you?

Stephan stated not according to the survey we've had done.

Altman stated I'm looking at your property marker and it looks like if that orange stake is your property line, I don't think we've got dead space between you and your neighbor.

Stephan stated we're proposing to come farther to the south in terms of the fence line.

Altman stated I don't know what direction is which. Is the stake his property line?

Stephan stated yes.

Altman asked, how are you going to get from the stake to the black fence?

Stephan stated our intention was to tie in right here (indicated on map) so we would be; we're really looking at least ten feet coming from the stake line going in this direction.

Altman asked is part of the fence going to be on your neighbor's property?

Stephan stated no, we would be going this way (indicated on photo).

Duncan stated it's customary for the fences to be offset from the property line by six inches to a foot. Do you know if your neighbor's fence is right on the property line or if it's offset? What Commissioner Altman is saying is, if it's offset from the property line to make that connection you will have to go onto your neighbor's property. Do you know if that's the case?

Stephan stated we talked with them about tying in and they have no objection to that; they've consented to that.

Altman stated normally we require a written agreement.

Furst stated I normally require written consent via email from both property owners as a safeguard. In addition to that, when I spoke with Ms. Stephan that we explain that we do not normally allow tie ins over top of a regulated drainage easement and so therefore that was not an option when we discussed the official recommendation which is why we did not obtain it in writing.

Stephan stated we'd be more than happy to provide writing consents from both neighbors.

Altman asked do we want to start that precedent? It's one thing to allow the fence on his own.

Heirbrandt asked Howard, what do you think?

Howard stated we're getting into the fifth tear of the no fences in easement ordinance and how you enforce it and how we get notice out to people. Where is the drain? Is the drain parallel to the fence? Is there a structure there?

Furst stated the inlet, and the pink line is where our drain lines are (indicated on map) and then it connects down to the street out in front. There is a pipe that runs in that drainage easement on all directions.

Stephan stated we attempted to fully comply with all laws and regulations as we began this process. I would say I know there are others in the neighborhood that have sort have, independent of any inspection or survey, have created structures. We have tried to comply as best we can with the laws and regulations, the HOA, as we move forward in this process. We've been in this home for eighteen years, but given what's happened over the course of the last several years with children and young adults kind of coming and going through our yard, as I mentioned, it's just created a real concern and a safety issue for us. We're trying to be a good neighbor. I don't want to be the grumpy old man that's always yelling and we've tried to do this politely and civil, but we've just reached a point after eighteen years just given the continuing trespass and we feel we don't have any other option.

Howard stated to start off with, the HOA is not a beneficiary to this easement. They have absolutely zero subject matter of jurisdiction to allow anybody to put a fence in a drainage easement.

Stephan stated I understand.

Howard stated their opinion to the contrary. That's across the board.

Altman stated the only part of the yard you're going to fence is just across that one side part of your lot?

Howard asked in the perpendicular, is that what we're talking about?

Altman stated I'm trying to figure out what kind of fence you're putting in there.

Furst stated that was a question that was loosely answered when I spoke with the homeowner. It was undetermined by the fence company how far of an encroachment it was going to go into the rear line, but on the east line, the side line, it was going to be a full encroachment since it's attaching. From the conversation a few moments ago here, it presents that it's still going to be within the drainage easement in the rear, but the amount of footage is undetermined.

Altman asked are you just putting in one section of fence across?

Stephan stated yes.

Altman stated so you're not really fencing your yard.

Stephan stated no, it's just simply at the rear. That's where children and young adults have been basically coming all the way across our yard, through the easement and then going north.

Howard asked and that would be a removable section?

Stephan stated yes, sir.

Dillinger asked just putting that section of fence in there, how does that solve your problem?

Heirbrandt stated it sounds like that's where they're cutting through.

Dillinger stated yes, but they'll just go around it.

Stephan stated both neighbors on both sides have fences in their rear so they can't go through those yards. In fact, our yard is probably the only one in this part of our subdivision that doesn't have a fence in the rear.

Heirbrandt stated so if you do this there will be no way for them to cut through.

Stephan stated correct.

Altman stated you're going to tie into a fence that we may move. That's the other issue.

Heirbrandt stated you would have to agree to that and accept any damages if we have to come in there on an emergency.

Altman stated no, I'm talking about, the fence we're looking at is in violation that he wants to tie into. That's the other problem, we've got an illegal fence you want to tie into.

Heirbrandt stated that's the other issue we need to deal with. It's got to be removable or we're going to remove it.

Howard stated and tied into constructed immediately next to would be more appropriate. You can't use the violation fence as part of your structure. Your structure is going to have to be free standing.

Dillinger stated does this violation fence issue need to be resolved first?

Heirbrandt stated we should probably table this right now until we bring the other person in, is that what you're saying?

Altman stated yes. How do we do this in a vacuum because we're dealing with already something that's not approved, an illegal fence that you want to tie into.

Howard stated a signed petition by the neighbor.

Dillinger asked Stephan, do you understand what the issue is?

Stephan stated I believe I do. I guess, my question or concern for our neighbors is if this fence was established when the subdivision was developed and the home was built 30+ years ago.

Heirbrandt stated it was illegally put in.

Dillinger stated if it was illegal then it's still illegal now. It just hadn't been brought to our attention.

Heirbrandt stated unfortunately and I understand your point, but it was illegally put in and it just seems like we just found that. If there was an emergency and we had to come in there, that fence would be destroyed. We have every right to come in there to work on the drain and they never should have put it there. This is what we're trying to get to. We think it's probably best to have your neighbor and them; their fence has to be removable too and they have to agree to damages and everything else because it's in the easement.

Dillinger stated if it's not approved, we would make them take it down.

Stephan stated I understand. In that event, is it rather than immediately having the fence or in the near term having it removed if they were to assume responsibility for the cost associated with removal in the event there needed to be access to that easement, is that an option as well?

Heirbrandt stated it's an option that can be considered by the Board, but I can tell you that most likely we'll insist they have a removable type of fence. If they don't agree to that we'll probably ask them to remove it.

Stephan stated I don't know if their fence, the way it's currently structured is removable as is.

Heirbrandt stated it's probably not if it's been there for a long time and this is the first time we've found it.

Dillinger stated they're probably not going to be real happy about this, I would assume.

Howard stated that's the big problem here. We're working on an ordinance and we do not have the ability to order private entities to pay people, but we are looking at a procedure that would make it more noticeable, send copies to the fence companies because the fence company's salesman, usually when you've got a complex issue you're looking for the primary bad guy, it's the fence company salesman. He gets his commission, he's gone, the fence is paid and the property owner has a fence in a place where it cannot legally be.

Dillinger stated we deal with that every meeting, and we feel bad for the homeowners because they don't know the difference.

Howard stated but it's no more simple nor complex than that.

Altman made the motion to table the non-enforcement request presented, seconded by Dillinger.

Howard stated and provide notice of the next hearing to the contiguous landowner.

Altman stated it will be violation letter.

Furst stated it will be a violation and it will take however long it takes for them to sign. It may or may not be able to be on the next Drainage Board meeting depending on that.

The motion had been made and seconded to table the non-enforcement request presented and approved unanimously.

Spills:

Little Cool Creek Drain - Furst stated on May 31, 2023 we received a call that a vehicle on US 31 was fully engulfed in flames in the US 31 northbound lane. Carmel Fire and EMA were dispatched to handle the fire. Upon the scene there were reports of magnesium batteries within the SUV structure which was presenting a problem to put the flames out. The Fire Department enacted using an environmentally safe foam to put out the flames. The foam did make it down to the Little Cool Creek Drain and we walked that and over time the foam dispersed and there are not negative effects on the environment.

Altman asked where would the magnesium come in?

Furst stated allegedly it was from the batteries, the type of vehicle. I don't know if it was a hybrid or not, but that make, and model of SUV had those type of batteries.

Clara Knotts Drain, Park Broadway Arm Reconstruction Phase 1 - Final Report:

Cline presented his report to the Board for approval.

"June 1, 2023

To: Hamilton County Drainage Board

Re: Clara Knotts, Park and Broadway Reconstruction, Phase 1
Final Inspection Report

FINAL REPORT

This is the inspector's final report on the Clara Knotts Regulated Drain Reconstruction, Phase 1, located in Section 11, Township 17 North, Range 3 East, in Clay Township in Hamilton County, Indiana.

At the April 13, 2020 meeting of the Hamilton County Drainage Board the Community Development Block Grant (CDBG) Agreement between the Drainage Board and the County Commissioners was discussed and approved. The Surveyor stated that the agreement would provide funds for the lining of the CMP under College Ave. and 96th Street and will leave about \$400,000± after the pipe lining. That included the remaining of the Federal Grant money and what is in the maintenance fund for the Clara Knotts Regulated Drain. The Surveyor would like to set a bid date using a base bid for the 103rd St. and Park Ave portion and the alternate bids used for the remainder of the work and put a 120 day hold on it for the rest of the work on the Knotts Drain. (Hamilton County Drainage Board Minute Book 19, Pages 180-181.)

At the August 10, 2020 meeting of the Hamilton County Drainage Board, the Surveyor asked the Board to set September 28, 2020 as the date to receive bids for the reconstruction of the Clara Knotts, Park & Broadway Drain. (Hamilton County Drainage Board Minute Book 19, Page 287.)

At the September 28, 2020 meeting of the Hamilton County Drainage Board received and opened 2 bids for the reconstruction of the Clara Knotts Regulated Drain. The first bid was from Morphey Construction. Base Bid of \$358,290.00; Alternate Bid 1 at \$315,853.00; Alternate Bid 2 at \$374,381.00; Alternate Bid 3 at \$374,351.00; Alternate Bid 4 at \$354,315; Alternate Bid 5 at \$404,019.00; and Alternate 6 at \$127,074.00. The second bid was from 3D Company. The Base Bid of \$888,437.35; Alternate 2 at \$768,323.85; Alternate Bid 3 at \$232,189.45; Alternate Bid 4 at \$650,403.15; Alternate Bid 5 at \$784,966.1 and Alternate Bid 6 at \$425,073.25. The Board referred the bids to the Surveyor's Office for review and recommendation at the October 12, 2020 meeting. (Hamilton County Drainage Board Minute Book 19, Page 331.)

At the October 12, 2020 meeting of the Hamilton County Drainage Board the Board received engineering quotes from 2 engineering companies for the Clara Knotts Reconstruction. The first quote from HWC Engineering was for \$12,000 lump sum for construction staking; and \$12,000 lump sum for asbuilt survey, field work and scope of services for field work and office work. Banning Engineering submitted the second quote for construction staking at \$5,500.00; survey grade checks at \$30,000.00 based on an hourly estimate and asbuilts at \$5,500. The Board referred the quotes to the Surveyor's Office for review and recommendation at the October 28, 2020 meeting. (Hamilton County Drainage Board Record Book 19, Page 361.)

Also, at the October 12, 2020 meeting of the Hamilton County Drainage Board the Surveyor's Office recommendation for the bids for the Clara Knotts Reconstruction was presented. The bids that were received were as follows:

	3D Company	Morphey Construction	Engineer's Estimate
Base Bid	\$888,437.35	\$358,290.00	\$599,432.17
Alternate 1	\$768,323.85	\$315,853.00	\$469,228.01
Alternate 2	\$232,189.45	\$80,638.00	\$129,347.32
Alternate 3	\$714,757.55	\$374,351.00	\$577,540.55
Alternate 4	\$650,403.15	\$354,315.00	\$369,648.64
Alternate 5	\$784,966.10	\$404,019.00	\$400,848.64
Alternate 6	\$425,076.25	\$127,074.00	\$187,389.31

The following funds were available for the project:

Maintenance Fund Transfer (75% of the current balance)	\$116,098.80
Community Development Block Grant	\$284,344.36
City of Carmel	\$101,769.00
Total	\$502,212.16

The Surveyor recommended that the Base Bid be awarded as the area served would resolve the most frequent drainage issues in the vicinity and is also the outlet for the area served with Alternate Bid 1. The cost of the Base Bid with 15% contingency is \$412,033.50. There would be additional costs, including Professional Surveying Services for construction staking, construction inspection and asbuilt survey.

The Notice to Bidders stated that the Drainage Board reserved the right to hold the bids for a period of 120-days after the bid was opened. The 120-day date was January 25, 2021.

Award of the bid would be subject to availability of funds, verification of Certificate of Insurance and submittal of requisite bonding.

The Surveyor asked the Board for a decision on which bids to award, which would allow the Surveyor to develop the final hearing report.

The Surveyor recommended the Board to hold the bid award until the public hearing was closed and the project approved.

After a discussion was then held as to whether any other Alternate Bids could or should be awarded with the Base Bid, the Board voted to approve and set a hearing date for November 23, 2020 for the Base Bid, Alternate 2 and Alternate 6. (Hamilton County Drainage Board Minute Book 19 Pages 361-364.)

At the November 23, 2020 meeting of the Hamilton County Drainage Board the hearing for the Clara Knotts Reconstruction, Base Bid, Alternate 2 and Alternate 6, hereafter known as Phase 1 of the Clara Knotts Reconstruction was held, and the Surveyor's Report was presented for Board approval. There were not landowners present nor objections on file.

The costs for Phase 1 would be paid from the following sources:

Maintenance Fund Transfer	\$ 61,606.79
Community Development Block Grant	\$284,344.36
City of Carmel	\$345,951.15
Total	\$691,902.30

After discussion the Surveyor recommended the Board award Phase 1 of the Clara Knotts Reconstruction to Morphey Construction and the Professional Services Agreement to Banning Engineering. The Board unanimously approved. (Hamilton County Drainage Board Minute Book 19 Pages 403-417.)

At the December 14, 2020 meeting of the Hamilton County Drainage Board the Surveyor informed the Board that the notification letters to the utilities were to go out this week. (Hamilton County Drainage Board Minute Book 19 Page 449.)

At the December 21, 2020 meeting of the Hamilton County Drainage Board the Board was informed that the preconstruction meeting was going to be held later in the day and that construction would most likely start after the first of the year. (Hamilton County Drainage Board Minute Book 19 Page 452.)

At the February 8, 2021 meeting of the Hamilton County Drainage Board the Surveyor informed the Board that on October 6, 2020 RFQs were sent out to Banning Engineering, HWC and Butler, Fairman & Seufert for a Professional Services Agreement to provide for staking, construction grade checks and asbuilts. Butler, Fairman & Seufert did not respond, HWC only partially responded. Banning Engineering gave a full response. The Surveyor then recommended to accept Banning Engineering's PSA in the amount of \$20,500. The Board approved the contract. (Hamilton County Drainage Board Minute Book 19 Page 484.)

Also, at the February 8, 2021 meeting of the Hamilton County Drainage Board was informed that Morphey, the contractor, had started the Clara Knotts project on the main trunk line along the north side of 103rd St only to find a utility conflict. The conflict was with an AT&T cable that appeared to have been installed in 2020. Morphey began looking at Alternate 2 and Alternate 6 to see if work could begin on one of those. (Hamilton County Drainage Board Minute Book 19 Pages 493-494.)

At the March 8, 2021 meeting of the Hamilton County Drainage Board the Board approved an amendment to the Community Development Block Grant to extend the completion date from June to August 31st. (Hamilton County Drainage Board Minute Book 19 Page 532.)

At the April 12, 2021 meeting of the Hamilton County Drainage Board the Board was informed that the Surveyor's Office was having email discussions with AT&T about getting their line moved. Until that happens the project is on hold. (Hamilton County Drainage Board Minute Book 19 Page 583.)

At the April 26, 2021 meeting of the Hamilton County Drainage Board the Surveyor informed the Board that although the Surveyor's Office had been busy trying to get AT&T to move their line there had been no movement on AT&T's end. The Surveyor asked the Board to do the same thing that was done to Frontier; hold up their permits for work done in the right-of-way. AT&T was first notified in 2016 of the project and numerous times since. The Board unanimously approved to withhold highway and drainage permits for AT&T until they moved the line obstructing the Clara Knotts Project. The Board also approved adopting new standards for dealing with utilities. (Hamilton County Drainage Board Minute Book 20 Pages 7-9.)

At the May 10, 2021 meeting of the Hamilton County Drainage Board the Surveyor's Office informed the Board that Morphey, the contractor for the Clara Knotts Project had met with AT&T on May 3, 2021 and determined that there were two (2) lines in the way of the project. No timetable has been determined as of this date. (Hamilton County Drainage Board Minute Book 20 Page 35.)

At the May 24, 2021 meeting of the Hamilton County Drainage Board the Surveyor's Office informed the Board that as of May 20th AT&T was working on relocation and had 3 to 4 weeks left to be clear of the project site. Carmel Water also has some conflicts and should be starting on relocation soon. CenterPoint Energy, formerly Vectren has notified the Surveyor's Office that they will be moving in next week to move any of their lines that are conflicting. (Hamilton County Drainage Board Minute Book 20 Page 48.)

At the June 28, 2021 meeting of the Hamilton County Drainage Board the Surveyor's Office informed the Board that CenterPoint Energy is busy lowering their lines and AT&T is still working on getting their lines out of the way. (Hamilton County Drainage Board Minute Book 20 Page 75.)

At the July 26, 2021 meeting of the Hamilton County Drainage Board the Surveyor's Office informed the Board that AT&T had finished moving their lines, CenterPoint is actively moving their lines and that we hadn't heard anything from Carmel Water. (Hamilton County Drainage Board Minute Book 20 Page 117.)

At the August 9, 2021 meeting of the Hamilton County Drainage Board the Surveyor's Office informed the Board that both AT&T and CenterPoint Energy had moved their lines in conflict with the project. Still no word from Carmel Water. (Hamilton County Drainage Board Minute Book 20 Page 127.)

At the November 22, 2021 meeting of the Hamilton County Drainage Board the Surveyor's Office informed the Board that the contractor, Morphey Construction, had began installing pipe along the north side of 103rd St. heading toward Park and Broadway. (Hamilton County Drainage Board Minute Book 20 Page 240.)

At the December 13, 2021 meeting of the Hamilton County Drainage Board the Surveyor's Office informed the Board that Morphey had been jumping around Carmel Water's lines when they were conflicting. They move on to the next structure on the line and start laying pipe again. (Hamilton County Drainage Board Minute Book 20 Page 258.)

At the January 24, 2022 meeting of the Hamilton County Drainage Board the Board approved a second amendment to the CDBG to extend the completion date to November 30, 2022. (Hamilton County Drainage Board Minute Book 20 Page 282.)

At the February 28, 2022 meeting of the Hamilton County Drainage Board the Surveyor's Office informed the Board that Morphey had completed the majority of the work along 103rd St and up Broadway Ave. and Park Ave. (Base Bid) and they are working on 102nd Street (Alternate 2) and then will move on to New Jersey St. (Alternate 6.) (Hamilton County Drainage Board Minute Book 20 Page 305.)

At the March 14, 2022 meeting of the Hamilton County Drainage Board the Surveyor's Office presented Change Order #1 for the Board's approval. The Change Order was for an additional sanitary lateral needing replaced.

Change Order #1

The following item are changes to the reconstruction of the Clara Knotts Drain Reconstruction:

1 additional sanitary lateral connection at \$1,500 each -----	\$ 1,500.00
Engineer's Estimate for Base Bid -----	\$599,432.17
Base Bid -----	\$358,290.00
Change Order #1 -----	\$ 1,500.00
Total Base Bid Reconstruction Cost	<u>\$359,790.00</u>
Difference -----	\$239,642.17

The Board approved Change Order #1. (Hamilton County Drainage Board Minute Book 20 Pages 317-318.)

At the March 28, 2022 meeting of the Hamilton County Drainage Board the Surveyor's Office presented the Board with Change Order #2 for the Clara Knotts Reconstruction. Change Order #2 was for 2 additional sanitary laterals that need replaced.

Change Order #2

The following item are changes to the reconstruction of the Clara Knotts Drain Reconstruction:

2 additional sanitary lateral connection at \$1,500 each -----	\$3,000.00
Engineer's Estimate for Base Bid -----	\$599,432.17
Base Bid -----	\$358,290.00
Change Order #1 -----	\$1,500.00
Change Order #2 -----	<u>\$3,000.00</u>
Total Base Bid Reconstruction Cost	<u>\$362,790.00</u>
Difference -----	\$236,642.17

The Board approved Change Order #2. (Hamilton County Drainage Board Minute Book 20 Pages 351-352.)

At the March 28, 2022 meeting of the Hamilton County Drainage Board the Surveyor's Office informed the Board that Phase 1 of the Clara Knotts is close to being complete. Once the rain stops and it dries up some Morphey can get in and grade and level the working areas. (Hamilton County Drainage Board Minute Book 20 Page 354.)

At the May 23, 2022 meeting of the Hamilton County Drainage Board the Surveyor's Office informed the Board that there are 2 structures in Phase 1 that haven't been set yet because of a Carmel Water conflict and that grading hasn't been completed because of the wet weather. (Hamilton County Drainage Board Minute Book 20 Page 431.)

At the June 13, 2022 meeting of the Hamilton County Drainage Board the Surveyor's Office presented the Board with Change Order #3.

Change Order #3 was required for the following reasons:

2 additional gravel driveway and repair at \$800 each -----	\$ 1,600.00
14 additional feet of 36" RCP with granular backfill -----	\$ 1,820.00
Engineer's Estimate for Base Bid -----	\$599,432.17
Base Bid -----	\$358,290.00
Change Order #1 -----	\$ 1,500.00
Change Order #2 -----	\$ 3,000.00
Change Order #3 -----	<u>\$ 3,420.00</u>
Total Base Bid Reconstruction Cost	<u>\$366,210.00</u>

Difference ----- \$233,222.17

The Board approved the Change Order. (Hamilton County Drainage Board Minute Book 20 Page 437.)

At the August 8, 2022 meeting of the Hamilton County Drainage Board the Surveyor's Office informed the Board that a punch list had been developed for Phase 1 and Morphey was working on those items. (Hamilton County Drainage Board Minute Book 20 Page 508.)

At the September 12, 2022 meeting of the Hamilton County Drainage Board the Surveyor's Office informed the Board that Morphey had reseeded Phase 1 as the first seeding hadn't sprouted well.
(Hamilton County Drainage Board Minute Book 20 Page 551.)

At the December 12, 2022 meeting of the Hamilton County Drainage Board the Surveyor's Office presented Change Order # 4 for the Board's review.

Change Order #4 was required due to additional changes required in the Base Bid & Alternate Bids 2 & 6.

The following items are changes to the reconstruction of the Clara Knotts Drain Reconstruction:

ADDITIONS

2 additional concrete driveway removal and repair at \$2,500 each	-----	\$ 5,000.00
6 additional tree removal at \$1,100 each	-----	\$ 6,600.00
5 additional sanitary lateral relocations at \$1,500 each	-----	\$ 7,500.00
2 additional sidewalk removal and repair at \$1,175 each	-----	\$ 2,350.00
12 additional grading at inlets at \$925 each	-----	\$11,100.00
20 additional regrading at inlets at \$835 each	-----	\$16,700.00
2 additional drive culverts at \$1,400 each	-----	\$ 2,800.00
1 additional regrading at inlet at \$1,273 each	-----	<u>\$ 1,273.00</u>
TOTAL ADDITIONS	-----	\$53,323.00

DELETIONS

8 water service relocations at \$1,000 each	-----	-\$8,000.00
1 drive culvert at \$2,400 each	-----	<u>-\$2,400.00</u>
Total Change Order Amount	-----	\$42,923.00

Engineer's Estimate and 15% Contingency ----- \$650,902.30

Total Contract Bid for Base Bid, Alternate 2 & Alternate 6	-----	\$566,002.00
Change Order #1	-----	\$ 1,500.00
Change Order #2	-----	\$ 3,000.00
Change Order #3	-----	\$ 3,420.00
Change Order #4	-----	<u>\$ 42,923.00</u>
Total Base Bid Reconstruction Cost		\$616,845.00

Difference ----- \$ 34,057.30

Change Order #4 was approved. (Hamilton County Drainage Board Minute Book 21 Page 115.)

At the February 13, 2023 meeting of the Hamilton County Drainage Board the Surveyor's Office presented the Board with Change Order #5.

Change Order #5

The following items are changes to the reconstruction of the Clara Knotts Drain Reconstruction:

ADDITIONS

Asphalt Repair - 276.52 SF at \$100 per SF	-----	\$27,652.00
C900 Cost Increase 213 LF of C900 at \$26.14 per LF	-----	<u>\$ 5,567.82</u>
TOTAL ADDITIONS	-----	\$33,219.82

Engineer's Estimate and 15% Contingency ----- \$650,902.30

Total Contract Bid for Base Bid, Alternate 2 & Alternate 6	-----	\$566,002.00
Change Order #1	-----	\$ 1,500.00
Change Order #2	-----	\$ 3,000.00
Change Order #3	-----	\$ 3,420.00
Change Order #4	-----	\$ 42,923.00
Change Order #5	-----	<u>\$ 33,219.82</u>
Total Base Bid Reconstruction Cost		\$650,064.82

Difference ----- \$ 837.48

The Board approved Change Order #5. (Hamilton County Drainage Board Minute Book 21 Pages 170-171.)

At the March 13, 2023 meeting of the Hamilton County Drainage Board the Surveyor's Office informed the Board that the asbuilts for Phase 1 of the Clara Knotts Reconstruction had

been received and were under review. (Hamilton County Drainage Board Minute Book 21 Page 212.)

Form E-1 stating that all expenses for labor & materials has been paid as required by IC 36-9-27-82(b) was received February 13, 2023.

Asbuilts from Banning Engineering were divided in two phases. Banning referred to Phase 1 as consisting of the Base Bid which includes the storm drains located along the north side 103rd St. from an existing structure in the northwest quadrant of College Ave. to the west side of Park Ave. Also, along the east side of Broadway Ave. north to the end of the street, and the west side of Park Ave. north to the end of the street.

Banning's Phase 1B consists of Alternate Bid 2 along south side of 102nd St from an existing structure in the southwest quadrant of College and 102nd St.; west to the west side of Broadway Ave. and Alternate Bid 6 along the west side New Jersey St. from an existing structure in the southwest quadrant of 102nd St. and New Jersey St. north to an existing structure in the southwest quadrant of 103rd St. and New Jersey St.

Clara Knotts Drain, Park Broadway Phase 1 - Base Bid, Alt 2 & Alt 6

Morphey's Contract		Billed	Retained	Paid
PR 1-Pd 01/11/22		\$52,600.00	\$7,890.00	\$44,710.00
PR 2-Pd 02/15/22		\$76,761.00	\$11,514.15	\$65,246.85
PR 3-Pd 03/29/22		\$85,011.50	\$12,751.72	\$72,259.78
PR 4-Pd 04/12/22		\$86,898.50	\$13,034.77	\$73,863.73
PR 5-Pd 06/28/22		\$80,135.00	\$12,020.25	\$68,114.75
PR 6-Pd 07/12/22		\$11,577.00	\$1,736.55	\$9,840.45
PR 7-Pd 07/12/22		\$64,145.00	\$9,621.75	\$54,523.25
PR 8-Pd 08/09/22		\$102,774.00	\$15,416.10	\$87,357.90
PR 9-Pd 12/28/22		\$56,943.00	\$8,541.45	\$48,401.55
PR 10-Pd 3/14/23		\$33,219.82	\$4,982.97	\$28,236.85
PR 11-Pd 4/11/23	Retainage		-\$97,509.71	\$97,509.71
Totals:		\$650,064.82	\$0.00	\$650,064.82

	Bid	Contingency	Total
Morphey's Contract	\$566,002.00	\$84,900.30	\$650,902.30
Change Order #1	\$1,500.00		
Change Order #2	\$3,000.00		
Change Order #3	\$3,420.00		
Change Order #4	\$42,923.00		
Change Order #5	\$33,219.82		
Final Revised Contract	\$650,064.82		
		Un-used contingency	Savings \$837.48
	Contract	Billed	Savings
Banning's Contract	\$41,000.00	\$38,241.25	\$2,758.75

Total Project Cost **\$688,306.07**

Final Funding

CDBG Agreement	\$114,053.85	3/4/2022	Q92884
CDBG Agreement	\$68,162.78	4/19/2022	Q93228
CDBG Agreement	\$73,863.73	05/2/2022	Q93340
CDBG Agreement	\$28,264.00	7/12/2022	Q93851

Agreement		
Total CDBG	\$284,344.36	
Carmel's 50%	\$344,153.04	3/27/2023 Q95707
Transfer from maintenance	<u>\$59,808.67</u>	
Total		
Funding:	\$688,306.07	

Phase 1 of the Clara Knotts Regulated Drain Reconstruction consists of the following:

12" RCP - 410 feet	24" RCP - 537 feet
15" RCP - 642 feet	36" RCP - 651 feet
18" RCP - 652 feet	12" PVC - 268 Feet

Total length of Phase 1 is 3,160 feet.

As of the date of this report, I hereby attest to and agree that the reconstruction of Phase 1 of the Clara Knotts Regulated Drain Reconstruction was completed according to the specified plans. All inspections have been completed. Construction staking was performed by and asbuilts were prepared by Banning Engineering. Asbuilt plans have been submitted and approved.

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

Respectfully

Luther M. Cline
 Inspector
 Hamilton County Surveyor's Office"

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

Surety Acceptance:

The Surveyor stated that at this afternoon's Commissioners meeting the Board would be accepting the following sureties: Bond No. 100063240 in the amount of \$18,949.86 for iBeach 31, Wheeler & Beals Drain (Cool Creek) Relocation/Reconstruction; Performance Bond No. 7451384 in the amount of \$53,414.00 for 2023 Vegetation Control, Spraying of Regulated Drains; Payment Bond No. 7451384 in the amount of \$53,414.00 for 2023 Vegetation Control, Spraying of Regulated Drains.

Elwood Wilson Drain, E. M. Hare Arm Reconstruction - Change Order No. 6:

The Surveyor presented Change Order No. 6 to the Board for approval.

"July 7, 2023

TO: Hamilton County Drainage Board

RE: Elwood Wilson Drain E M Hare Reconstruction - Change Order # 6

The following items are an additional to the Elwood Wilson Drain E M Hare Reconstruction contract being done by Morphey Construction.

Change Order # 6 - Line Item B4 Tile Removal 1200 LF	\$ 18,000.00
Change Orders # 1, # 2, # 3, # 4, and # 5 Cost to Date	<u>\$ 342,292.59</u>
Total Change Order Cost to Date	\$ 360,292.59
Morphey's Contract	\$2,478,000.00
Total 15% Contingency	<u>\$ 371,700.00</u>
Total	\$2,849,700.00
Revised Construction Total to Date	\$2,838,292.59

Submitted By

Jerry L. Liston
 Hamilton County Surveyor's Office"

Dillinger made the motion to approve Change Order No. 6 presented, seconded by Altman and approved unanimously.

Hamilton County Drainage Board
 July 10, 2023

Altman asked how close are we to being done?

The Surveyor stated I believe it's getting close to Promise Road.

Construction Updates:

Clara Knotts Drain, Park Broadway Arm Phase 2 - Cline stated there has not been any work done on the Clara Knotts by any of the utilities. I was there Friday to check on it and nothing going on. We need those utilities moved before we can do anything.

Adam Ault Drain Reconstruction - The Surveyor stated with approval of the contract the next step is to have a preconstruction meeting with the contractor. The inspector on this project will be our new employee, taking Andy's (Conover) spot, John Campbell who's come to us out of retirement.

Ream Creek Drain, Orchard Park Arm (Pending Asbuilts) - Cline stated the asbuilts are under review and should be approved before long.

Canal Place Drain, Strongbow Gate Arm (Pending Final Report) - The Surveyor stated the report is roughed out and it's back to Jerry (Liston) for further changes.

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.

Emily Vestal Drain:

Altman stated Heirbrandt received an email about cover.

Heirbrandt stated yes, cover on the top of pipe for the Vestal Ditch at the point of the crossing. It was ten feet, which seems a little high.

Altman stated that's our standard, right?

The Surveyor stated yes.

Heirbrandt stated I thought it was four to six feet.

The Surveyor stated I don't want to mess with...

Heirbrandt asked is that what it is; it's ten feet?

Duncan stated it is ten feet.

Altman stated they are saying that going that deep is going to cost them \$1.7 million and that we have the highest differential in the county.

Heirbrandt stated it's Gradison Development.

Duncan stated it has to be up on the northern end of the Vestal Ditch.

Altman stated he can come in for a variance. You offer that up when people come in?

Cash stated this is Magnolia Development that did come in for a preliminary discussion. This is south of 171st Street and on the crossing there were a dozen lots or 20 lots north of 171st Street that was a concern for the Board. The Board required that the developer coordinate with the City of Noblesville and that's what they're trying to do. The City of Noblesville, rightfully so, don't want to give away the farm either on the standards about if it needs to be relocated in the future.

Altman asked, is that the one we required they put a lift station in if we have problems?

The Surveyor stated yes.

Cash stated and that's where he's coming back on the cost.

Heirbrandt asked is that the \$1.7 million?

Altman stated probably a lift station.

Cash stated I've not seen it, but that could be the potential of what he is referring to.

Altman stated I don't know if they have the information correct and that may need clarification. We would allow the four foot separation with the commitment from whoever that they'll put a lift station in, in the event we can no longer accommodate that short of a clearance. That was what we asked them to do. I think now they're circumventing saying or they don't understand that we're allowing the four feet, but we need the commitment.

Howard stated this is an issue where when the developers need people to start these projects they know the water has to flow downhill and consequently there's got to be some depth requirements somewhere on the property if it's not even grade. Is that over simplistic?

The Surveyor stated no, you're right.

Howard stated when you buy property; these developers are sophisticated, they know there's going to be drainage issues there.

Altman stated and they want to put a shallow sewer in.

Howard stated and they want to put a shallow sewer in so that if it doesn't flow down the road they're gone and it's somebody else's problem. It seems to be in the macro these are not unsophisticated people. These people know that there are costs of developing different pieces of property and that's foreseeable.

The Surveyor stated I don't want their problem to become a future Board or Surveyor's problem in the future.

Howard stated and a rate payer and/or taxpayer's problem in order to reduce their cost of developing the property. That's the economic picture.

Drainage Board Attorney - Pending Items:

Fence Ordinance - Howard stated we're getting down to the remedy stage, not only how we put it in the covenants, etc. We do not have, in my opinion, the jurisdiction to order a fence company to pay the cost. We do, however, have the authority to fine the fence company and if the fence company absorbs those costs should we waive the fine to the extent that they absorb the cost. We've been doing this for years. The bad guy is usually the fence company most likely to know or should know the fence company or the lot salesman or fence salesman. We don't have the ability to charge this property on "x" amount of dollars to relocate this fence; we order you to pay those costs; we don't have jurisdiction to do that. We do have jurisdiction to fine them however up to \$2,500.00 in some cases.

Altman asked so how would we write that ordinance that we would have the violation, the fine, the Board has the discretion to waive; it would be a waiver of the penalty in the event that...

Heirbrandt stated the problem is they're all going to say, "I didn't know about it".

Howard stated they all say that now. We're going to make it more expressed by making it a condition in the covenants in big capital letters, but the fence companies; she's got a list. We can cover 99% of the fence companies. If they can prove that they were new maybe, we get one property owner one time. You can only say "I didn't know" once. That's the net we're trying to construct, but the thought would be if we have the authority to fine the fence company up to so and so and if the property owner and the fence company both sign that the fence company paid it we would waive that cost.

Altman stated or in the converse we fine them and take on the obligation of removing the fence.

Howard stated I'm not sure in a lot of cases our fine jurisdiction would be high enough. We don't want to be in the fence building business. I'm here asking your thoughts.

The Surveyor stated on that thought, what you were proposing, it's one of those things where we could probably never build it right.

Howard stated it's like when we do eminent domain and people want us to replant the trees, we never replant trees. We'll pay them for the trees.

Altman stated no, that's fine. I understand the concern, but I'm looking at the fine; in theory our fine should just cover our cost of inspection, etc.

Howard stated a lot of those inspection costs we're going to have upfront requiring a stake survey, a permit fee, etc., etc. We're going to get some of that. You never recover all of that. The cost of this lady being on payroll is 90% fences.

The Surveyor stated probably 85%.

Howard stated illegal fences.

Altman stated we would always have the ability to waive, but I don't want to tie it directly to anything, in my opinion. I think we get into more of a soup pot if we start tying it to specific things.

Howard stated, "may consider"?

Altman stated "may consider", put generic language in there because otherwise I think we have done exactly what we're prohibited to do. You can connect the dots and I think we'd have a problem.

The Surveyor stated, what you're saying is "thou shalt not", then let them come back and ask for whatever.

Altman stated they'll come back and ask when we enforce the fine. Just having the fine in place gets their attention. We always have the ability to waive, but I think we ought to have an explicit in there.

Heirbrandt asked how much would that fine be?

Altman stated it needs to get their attention.

Heirbrandt stated that's why I'm asking. Would it be \$500.00?

Howard stated \$2,500.00 max.

Heirbrandt stated I think that will get their attention.

Howard stated the issue here is that we get guys like this guy who was here today. How many property owners had any idea? The fence company told them they'd put a fence in, I'm sure whoever sold the lot told them it would be great for a dog. As you sit here you can read between the lines in all these issues.

Heirbrandt stated you know the common property owner is not going to know. The fence company should know.

Altman stated we say that, but every property owner should have due diligence before they buy something. The "I didn't know" stuff doesn't go too far with me.

Howard stated, but who are they going to ask.

Altman stated they all get title, they have the opportunity for a survey.

Heirbrandt stated how many people are going to bring that up to them. I'm just trying to be realistic about what happens when you buy.

Howard stated this is a system where people get paid at closings and get paid when works done and the "thou shalt nots" are easier to ignore than accept.

The Surveyor stated and then you have the HOA's "oh sure, you can do that".

Howard stated oh yeah, "we're fully complying with the HOA".

Heirbrandt stated they think they're doing it right.

Altman asked do we have a comprehensive list of HOA's? I know the cities do.

The Surveyor stated it's one of those things where you just can't keep up, so we rely on a lot of that to come from the cities, we ask them for it.

Howard stated because they're issuing the building permits even though it's a county regulated subdivision.

Altman stated I think whatever we do we ought to give to the municipalities to ask them to send out because they all have lists of HOA's and send it electronically. They probably all communicate with emails. It's really the HOA's that's going to be the closest to the homeowner.

The Surveyor stated we also have names and addresses of the people that do a lot of the property management for the HOAs.

Altman stated that for sure we should hit that and we're going to publish. Back to the base question, I don't want to tie it to anything specific. It's a consideration, I think the Board could consider, but the violation stems from them working in our regulated drain without permission. That's the basis, that's the core.

Howard stated that submits the only person before you would be a fine.

Altman stated in theory I think this Board has the authority to order that fence contractor to remove his work and to restore the regulated drain.

Heirbrandt stated yes, we have that authority to do that.

Altman stated backdooring it, that's what they're going to get. They're going to have to pull it out and then they have to talk to the homeowner, but I want to fine and make it explicit that this is going to be one of the tools in our toolbox.

Interest on Borrowed Maintenance Dollars - Howard stated Altman talked about interest earlier and we've gone through all the interest things and I believe you were talking about whether or not a drainage shed, if we deferred assessments or whatever could that drainage shed ultimately be responsible for reimbursing GDIF (General Drain Improvement Fund) which is where the money, all of our excess deposits State Statute says "any interest money from any source must go in the General Fund unless.." The unless is if it is an assessment or if there's interest on any drainage funds it goes into GDIF and then GDIF is really very fundable in that what it can be used for, but I think you were asking about if you defer a substantial amount of assessments in a drainage shed can you charge that interest that was taking from the funds of GDIF.

Altman stated correct.

Howard stated we'll work on that. We'd like to find a more indirect way of doing that like have their maintenance assessments going into that fund, but one of the things we look at if you've got a drainage shed with two or three hundred parcels in it and you start taking the interest per year and expressly directing it somewhere there's going to be a place where you spend more money counting the money than the money is worth. I think we are doing the maximum as far as deposit interest in GDIF and using GDIF as far as flexibility. We'll start down that road, but I think the recommendation from a staffing standpoint is going to be...

Altman stated lets just find out whether we can. Let's start at that point and then worry about the recommendation because it really is a basic calculation. Let's just find out what we're required and what we can do.

Private Drain Petition - Wright vs Dhani:

Howard stated the contractor will be on site Wednesday morning. There have been agreements to try to resolve etc., etc. by both sides. All of those have expired, we have not put anything in writing, we just rescheduled the contractor and that contractor is scheduled to start in the morning.

Altman stated and all the people knew the date was coming.

Howard stated yes, they've known it was on or about a date until about ten days ago and then they've known the exact date. Dhani has some private fences that need to be removed and he was instructed to remove those I think in early May and hasn't done so. We're moving down the road and we have also contacted security in case there might be some disputes on site.

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

Mark Heirbrandt - President

Lynette Mosbaugh
Executive Secretary