

REGULAR DRAINAGE MEETING

Wednesday, August 5, 2020 9:30 AM

This meeting was held electronically and in-person due to Covid-19 concerns.

8/5/2020 - Minutes

1. Open Meeting

Hardin County Drainage Chairperson Lance Granzow opened the meeting. Also in attendance were Trustee BJ Hoffman; Trustee Renee McClellan; Lee Gallentine of Clapsaddle-Garber Associates (CGA); Jacob Handsaker of Hands On Excavating; Shaun Piel; Michael Pearce, Network Specialist; and Denise Smith, Drainage Clerk.

2. Approve Agenda

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

3. Approve Minutes

Motion by Hoffman to approve the minutes to Drainage Meeting dated 7-29-20 and DD 56 Landowner Meeting dated 07-08-20. Second by McClellan. All ayes. Motion carried.

4. DD 52 WO 215 - Discuss W Possible Action - Crop Damage Claim 2020-4

Shaun Piel was present electronically to discuss DD 52 Crop Damage Claim 2020-4, filed by Tracey Below, tenant on property that was owned by Piel in Hubbard. Below's claim directed payment be made to Piel. Granzow asked Piel to share his concerns. Piel stated he received a packet of info from the Clerk, and there are some gaps in the logic in how we approach the problem. Granzow stated normally we would reseed and the request was made by both Piel and Below that they just wanted the cost of reseeding. Piel stated that was more of a Below thing, in Piel's opinion in a damage claim you go by the value of the thing damaged, the value of the seed does not have the same value as the crop, the seed value is much smaller. Piel made an analogy that if a car is totalled out the insurance company does not go by the steel value, they go by the car value. Granzow stated that with drainage within the easements, we are not entitled to pay anything but we try to with crop damage. Granzow went on with hay ground that is more complicated, and Handsaker has sat through this as well with waterways, which are a little more complicated, the field gets leveled out annually due to crops, so golf courses, waterways, hay fields are newer to us as far as doing damages, but we are trying to do our best as Trustees to everyone. Granzow stated this is not an insurance company and this is not an insurance claim, it is a claim against yourself. Granzow stated, you the landowners are the district, the Trustees are not part of this district and we have no claim to it, but what we have to do is make it fair for everyone in that district, and this is about the best we can. Granzow stated normally there is nothing in the Code of Iowa that says we have to pay crop damages, we just did, but when the damage is incurred by the property owner in some cases we don't do that, and is not implying Piel intentionally incurred anything, it is just trees.

Piel stated that as he reviewed the previous discussion, it does not seem to infer that there is no responsibility in the discussions, maybe Granzow is right as Piel is not familiar with Iowa code, but as far as assigning who is actually responsible, and there was a legal opinion given on evaluating whether or not negligence on the landowners part would reduce the district's liability towards the landowners. Piel felt this was one of the things that had a logic gap, was that big legal opinion. As Piel looks back on the notes from 3-25-20, Mr. Granzow saying the two years it was dug up are the districts responsibility, that quote tells Piel we are in agreement, that at one point it would have been the responsibility to pay that out. Granzow stated the district tore it up, and can't disagree with that, Granzow asked if it was a motion, and action or just a statement. Piel stated it was a quote in the minutes, not a motion or statement of action, but that it supports that there is a lot of discussion of whose responsibility it was and how long it took to get approval, which is something Piel would like to discuss also. Granzow stated when he spoke with Piel on the phone, Piel had stated he received the notice and assumed the Trustees would go ahead and remove the trees, we had to have it in writing, there is a time lapse there. Piel stated it wasn't a huge time lapse, but Davis Brown required a notary signature which was a challenge, Piel was in the process of relocating and changing jobs, and you start off at zero PTO so it is hard to get time off to get a notary signature.

Gallentine interjected that Davis Brown sent Piel something back in early 2019, in August of 2018 Gallentine sent a letter out that required no notary signature, that letter got no reply, that is the only the only reason Davis Brown got involved, is because we did not get a reply to our standard letters. Piel stated the way he read that letter was that if Piel did not object within 30 days, work was going to proceed on removing the trees, Piel chose not to respond because he assumed it would all commence on its own. Gallentine stated that may have been Davis Brown's letter, Gallentine stated his letter said in it's last paragraph, if you are in agreement please acknowledge so by signing this letter and return. Piel stated he believed it said somewhere in there, that it would proceed regardless, and that they requested a response, but his understanding was he didn't have a choice in the matter and it would commence regardless. Granzow stated he thought they were both saying the same thing, but our proceedings would be going to the attorney and moving forward, not going through with the project, because we still need something to allow us to do that. Granzow asked if that cleared it up for both of them. Gallentine agreed it did, Piel stated possibly, he remembers Davis Brown. Granzow stated we had to go to an attorney because you didn't sign it to proceed forward with the project, we can't proceed with the project without all the legal papers first, Granzow thinks Piel understands it but our procedures are different. Piel is not familiar enough with the procedures or the legal implications of it, but assumed all was moving forward with it and no action was needed. Piel stated in terms of what a lawyer would do, he didn't know but they reached for an agreement but they didn't have any language that would imply that he had no choice. Piel stated that was late in the year and there was flooding damage in 2018. Granzow does not recall. Piel thought that 2018 was submitted in the claim. Smith stated below submitted a claim for 2016 through beginning of 2020. Piel stated he may agree with Granzow on that, but did not know about the flooding issue until much later, but that 2 years does seem appropriate to Piel, in 2018 the attempt to take action on this was pretty late in the year, and the damage was already done, the following year was damage related to the removal, so we have two incidences of damage.

Piel stated in his opinion this could have easily been prevented because we knew there was an issue in 2013 there was apparently roots were removed in that same tile, but to his understanding the trees were left. Granzow stated the trees were removed within the right of way, we are talking about this exceptional part where trees were removed outside of the right of way, and that is why we were contacting you for that easement. Granzow stated we have so much space within an easement and in '13 they were removed within the easement, but that did not pull them back far enough, the roots still got back in within 10 years. Gallentine stated in 2013, we removed the tile and replaced it out farther away from the trees, so not only did it get back in, the tree roots went farther out. Granzow stated that is why we reached out to you to try to get that easement, to try to take the trees out farther away from the tile to help prevent this from happening. Piel's recollection was that much of an emphasis placed on urgency but has not read the letter in 2 years, that this was more of a preventative maintenance of things, and even Davis Brown did not address this. Granzow recalled that this was left open for two years. Gallentine replied that we removed as many of the tree roots as we could, there was a section of tile that was missing and was an open ditch which was left open, and the water flowed through the tile to the open ditch and back into the tile.

Granzow stated the flooding issue should have gone away, but the disturbance of the ground is what we were talking about during this time frame, Granzow asked how long the ditch was left open. Gallentine stated it was left open from the summer of 2018 to earlier this year when contractor Seward went back and repaired it, it should not have flooded in that time because it was flowing. Granzow stated prior to that time we don't pay for flooding damages, we would pay damages if we created the problem, but we did not create the problem, what we created was an opening, and we left it open for a longer period because we were waiting on all this paperwork and the time it took to extend a farther reach on those trees. Smith stated the claim was paid for 2019 crop year for \$430. Granzow stated we paid for one crop year which would have taken one crop year if everything had just clicked right in a room, but we paid for the damages at a request from both Below and Piel. Smith stated the claim was submitted by just Below. Granzow stated the request was also to go to Piel and not Below. Piel stated Below owed for rent and it was easier to collect it this way, and Piel wasn't familiar enough with the situation to file the claim but the other thing Piel wanted to bring up is the way this was paid out, there was a claim for \$715 and this is where he sees another logic gap was that someone decided it should be paid at a lower amount with cheaper seed because it was being sold. Granzow stated we received a quote for Round-Up Ready alfalfa, which was a higher dollar amount, we will reseed just alfalfa, because that was what was in the field, the quote difference was between regular alfalfa and Round-Up Ready alfalfa, and had nothing to do with the sale of the property.

Piel stated he was pretty sure it was Round-Up Ready in the field and we are already paying raw material cost rather than actual damages, going with a seed that is 60% of cost of this other seed. Granzow stated when we deal with claims on CRP ground, we don't pay for CRP seed, we pay for grass seed, that is the same way with all districts, even if you have a premium crop in there we will just pay on the crop. Granzow stated he did not know if Round-Up Ready alfalfa was in the field already, the quote we were given specified Round-Up Ready seed, we sent that back to the contractor and asked what does regular alfalfa cost. Granzow stated it was truly an alfalfa field, if you tear it up that year or not, if it has been alfalfa for four years, more than likely you will tear it up, you have gotten the life out of the alfalfa.

Piel stated he disagreed with the way they are doing it because when you pay damages and you only pay raw material costs, you are not compensating for actual damages, it is a very inexpensive way to go about it. Piel stated if you want to pay full value, he does not see the big problem with that. Granzow stated if we were to pay what Piel calls full value, that is the problem because we are trying to keep consistent in what we do in all the other districts as well, this is why we did it this way is to stay consistent, again it goes back to we don't have to pay you anything, but Granzow does not believe that is right either. Smith stated our crop reimbursement rates are based off the USDA Crop Loss Insurance Risk Rates for that year, so we based the prices on this 2019 report, and one of the issues with alfalfa is it is little more subjective crop because you have first cutting, second cutting, third cutting and there are quality differences in all of those different cuttings, and the rates for alfalfa are not spelled out in the USDA Crop Loss Insurance report, so Smith deferred to the Trustees and asked for guidance as well, which is noted in the minutes. Smith stated there are differences in how alfalfa is handled than other crops, and wanted to provide that information as well because those USDA rates do not spell anything out for alfalfa. Piel stated just because it is a more rare crop that does not have as much data, he does not know what the approach is typically, Piel assumes they normally go by actual harvest value than by seed value, and it would be appropriate to follow that guideline. Smith stated for regular crops, yes, but alfalfa Smith did not know. Piel stated that we can still estimate the value of the harvested crop, although it would not be exact, it would be far better rather than going by seed value. Granzow stated that the request was to pay for the seed value in lieu of crop damage by the tenant who has the claim. Piel asked if we modified the claim would we be able to rectify that. Granzow stated it was over, the tenant's claim was satisfied and the tenant requested the claim be sent to Piel.

Piel stated then let's at least make it right with a larger amount of seed value, Piel felt this was not a very fair approach to this and we probably spent 10 times as much as this on legal opinions that say you guys might not have to pay out if the landowner is negligent. Piel asked why we are wasting so much money on lawyer opinions on less than a thousand dollar payout when we can just round up and pay it out. Granzow stated we don't do that, he knows what Piel is asking and wants, but if we were to do that once we would have to do it every time. Gallentine stated that the legal opinion was on taking trees outside of the right of way, not with crop damage inside the right of way, which are two separate things. Granzow stated that was correct. Piel stated there was a different legal opinion than what is on here. Granzow stated when we are talking about the crop damage claim we are at a standstill because the person that filed the claim accepted it, and had he wanted to change that he would have had to approach us at that point with the claim, and Below wanted the money to go to Piel instead of himself on his own crop damage, Granzow stated we can put that to rest as we are not getting anywhere, Granzow stated he knows what Piel wants but just can't do it. Piel stated, of course you can do it, there is always a way, why don't we just do two years instead of one.

Smith stated she wanted to interject with the last legal opinion that we received from attorney Mike Richards who got back to us on this claim, Smith shared Richard's reply with the Trustees at the time, and the minutes from that meeting state "Mike Richards reviewed the claim made by Tracey Below and Richards reply states that the information provided by Below is not enough to substantiate his claims associated with alleged damages caused by drainage tile, that there is technically no obligation in this circumstance to provide any compensation to Below as drainage districts are not subject to liability claims for money damages. Richards cited several cases and goes on to say that a landowner within the district can sue a drainage district to compel, complete or correct the performance related to the tile and drainage districts are not susceptible to suits for damages and cites several cases in his letter. Richards goes on to cite several of those cases and in one which was Holler vs. the Court, concluded that a landowner can not sue a drainage district for damages caused by flooding from maintenance or by failure to maintain a drainage system. In short, attorney Mike Richards thinks that DD 52 should deny the claim for damages as

submitted by Below." Smith stated that was our last legal opinion and it took her a moment to find it in our previous minutes, Smith stated the Trustees have done the best that they can to satisfy the claim as presented and have gone beyond their possible requirements to do so. Granzow stated we did pay an attorney to answer that question.

Piel stated we are wasting tremendous amounts of money without even thinking twice on these legal opinions for a very small claim to the landowner and we are looking for the cheapest seed possible. Piel stated are we trying to spend as much of the districts money as possible on legal fees instead of paying landowners, that is Piel's impression. Gallentine stated the cheapest way possible to deal with trees is to not plant them near a tile. Piel stated we could eliminate all the trees in the world. Gallentine stated in the beginning, if the trees had not been planted so close to the tile that would have been cheapest solution. Piel stated the field still has trees all the way around, and asked are we going to go in and cut every homeowner's trees within the vicinity. Gallentine stated most of the trees don't affect the tile the way the Aus trees do. Piel stated it would make more sense to have regulations on what kind of trees and at what distance would make more sense. Granzow stated we can always do anything and we got a legal opinion on why we did this as that legal opinion will stay with us on every district, but to pay money to someone just because they want money, and we can't justify, Granzow needs an answer as to why we justified it in the first place, that is where we got the answer in the dollar amount we came to, which is more than the legal opinion gave but it was justifiable. Piel stated it may be too late, it is just a really bad practice, you are shoveling money into the attorney's offices, it was a small amount of money that it was went to very great lengths to minimize it from \$700 down to \$400, Piel does not understand why you just couldn't give him the extra \$300, but if we are just going to close the books on it, Piel will move on and deal with it. Piel stated he did not understand why we are willing to shovel so much money into the attorneys on such simple unnecessary legal opinions rather than just pay out a small amount of money. Granzow stated it was precedence, and did not want to finish yet because we are only half done.

McClellan stated she wanted to comment, since McClellan has been on the Board there has been a number of times this district has come up due to these Aus trees and we have tried numerous time to contact Piel with no response. McClellan stated landowners do have responsibility when they own property and we tried to contact Piel a number times to remove the trees and gave Piel an opportunity to do the work, but if it ends up being the district then everyone in the district ends up paying for it. McClellan stated that now over a few hundred dollars this is the only time we get a call from Piel, and that is McClellan's problem with this. Piel stated he was unsure what McClellan was referring to, we talked about the time-line of less than a year to get it resolved and there are various reasons for that, in terms of Piel removing the trees, he does not ever recall having that conversation or letter or contact, you may be referring to Piel's father who passed away in 2014. Piel stated whatever conversations you are referring to were not with Piel except for the one we talked about earlier in this phone call. McClellan stated her term on the Board did not start until January of 2015. Granzow stated the conversation Piel is referring to were had back in 2010. McClellan stated there have been a couple of other times we have tried contacting Piel with no response. Piel stated you are speaking of non-verifiable accusations here, we have the one on the agenda Piel has that begins in August of 2018. Granzow stated in December of 2010 prior to any of this Board, there was motions made to clean those trees out, it was the last meeting before Granzow came on to the Board and he sat through that meeting about moving the trees.

Piel stated he feels this is negligence on the Board's part, in 2018 it became a rush because it was not done in 2010. Granzow stated the trees were removed in 2013 from the 2010 issues, which is what Gallentine referred to earlier, the roots worked their way back in. Granzow stated that is why we reached out into the area outside the easement, which is what he wanted to discuss as well. Granzow asked how it looks outside the easement area, this would be the part that they reached out farther to take out the trees, and does Piel want to submit a claim for that. Granzow stated we have beaten the field to death and that is all done, but is there a claim outside of the easement Piel wants to submit instead. Piel stated so there is a claim for the easement that still needs to be paid. Granzow stated this would be outside the easement. Gallentine stated he did not think there would be any payment for easement itself. Granzow stated he is referring to damages done, and asked if there were any damages done outside the easement. Piel stated he would have to check with Below on that. Granzow stated the rent between Below and Piel is not the Trustees problem, that is Piel's. Granzow stated the question of the damages would have went to Tracey, as he requested that be in a dollar amount instead of a repair amount, and that is the dollar amount it came to if we were to go in and reseed it, that is the amount, whether it is RoundUp Ready or not, that is the

amount. Granzow stated Below requested cash value, which does not mean what value, it is cash value of reseeding, and Below requested that it go to Piel and that both Below and Piel were fine with that, that is just not the dollar amount that Piel wanted. Piel stated that is how it worked out except for the dollar amount. Granzow stated that is above and beyond what had to be done in any measure the Trustees had to do, but we need to stay consistent with all our districts, not just a little fair her and there, we are beating this to death and we are not going to change our minds on it.

Granzow stated he would like to discuss the part outside the easement where we had to get an attorney involved, were there any damages beyond that point that we can address. Piel stated there was a claim that the new landowner was considering filing. Granzow stated that is the problem, it sold and the new landowner has filed a claim that is not entitled to anything, Granzow asked if Piel has a claim. Piel stated he will have to get all the facts together and assemble it. Smith stated there was a claim form included in the minutes documents she provided to Piel that he can fill out and return to the Drainage Clerk. Granzow stated he is not saying we are going to do anything, Granzow stated that is more of an open discussion than the hay field, and we would have to see what the claim is, Piel may add everything in and we may subtract some things and will just have to see if we can meet in the middle. Granzow stated as far as the new owner, Meister giving us a claim, there is no claim there for him, as far as Below submitting a claim, there is no claim there for him. Granzow stated if Piel has a claim the Board will have to review that, but Piel is no longer a landowner so this is a challenge and Granzow does not know how that would work, and suggested Piel submit his claim. Piel stated he would gather some facts because he does not have them all, and will get the form filled out. Smith stated Piel could reach out with any questions he may have. Granzow thanked Piel for his patience.

5. DD 128 WO 279 - Discuss W Possible Action - Contractor Update

Contractor Jacob Handsaker was present to provide update on WO 279. Handsaker stated this was the last work order we had to wrap up with on a multiple district project. Landowner Dean Bright had concerns about a side hill that was weeping, Handsaker's crew did extensive exploration, they did find a 40' section of old house drain, that had been connected in already on the top end, but that 40' or so was still seeping water. Handsaker stated it had been day-lighted into the crevice before they started, they intercepted that and it was still pulling water when we found it. The top end is hooked up so it has a good outlet. Handsaker stated CGA had sent an observer out to review their work, they dug all through there and didn't find any lateral coming in and it looks like a sidehill seep, Handsaker would like to hear CGA's observer's thoughts on this. Handsaker stated as part of their agreement, Hands On paid for televising of the tile, and they had Paul Williams come out and televise the tile. Handsaker provided the video to the Trustees at the meeting, Handsaker noted no crushed or rippled spots, there was good slope on the tile.

Handsaker noted that down at the end of the tile at about 840' to 860' there is some root intrusion at the end of the line. Gallentine asked if the video was just provided to the district and not CGA, Handsaker stated it was just put on his computer this morning and will provide a copy to CGA. Handsaker direct the video be forwarded to the 3/4 mark, and noted the yellow tile in the video is the plowed in flexible dual wall tile. Handsaker noted a 2 to 3 percent grade on the tile. Granzow asked if we did the flexible dual wall in lieu of concrete, Handsaker stated it was in lieu of excavated in dual wall tile. Gallentine stated this is the one Handsaker trenched in for us doing the rock bedding and the backhoe, the thought was to do this as a trial experiment and Handsaker would provide video so we could look at it and see what kind of deformations there were. Gallentine asked if the Trustees wanted to watch the whole video now or have CGA review the video and come back with findings. Handsaker stated he brought it for a quick review, as it is over an hour long, as it gets closer to the end of the video, the roots really start to come in. Handsaker stated they removed all the trees, and these roots would be all that remains of the trees above. Handsaker pointed out in the video where the tile comes to a tee and connects to the clay tile on each and then Y's off to the intake they installed. There is some intrusion from the intake sucking in some dirt, but not a lot, it is a dual wall tee. Handsaker wanted to get the video submitted, and get Gallentine's thoughts as to what more Hands On should look at to try to find any lateral tiles, as they have dug through the wet spots and not found any laterals, this would be the end of wrapping up that entire project. Handsaker stated in reviewing last week's minutes, he saw the discussion on wrapping up the entire project and releasing some things. Gallentine stated that this is not entirely the end, he still needs to receive lien waivers.

Gallentine stated CGA can watch the video and do some analysis. Hoffman stated it would probably be a

good idea to have CGA look at it as this was a trial run and perform analysis that way if it comes back that we would ever decide to do a similar process using similar materials we will have something documented from CGA with some constructive criticism if it was or was not acceptable. McClellan agreed. Granzow asked if by doing this on removing the trees, does it allow that root growth to get there faster versus excavating. Gallentine stated if you excavate you pull out more of the trees because you have a wider trench, with any tree roots there is a possibility they can come back and get in the tile, hopefully they are just some sapling roots that will die off as Bright maintains that waterway and does not let the trees grow back. Granzow stated that was about the only concern he saw.

Motion by Hoffman to instruct CGA to analyze the video and make a simple report and return it to the Trustees for future reference. Second by McClellan.

In additional discussion on the motion, Granzow asked about the side hill seepage mentioned by Handsaker. Handsaker would like CGA's thoughts on that and if there is something more that Hands On needs to do, Handsaker will send more guys out there, if it appears from the observer's point of view that we need to do due diligence or if it is up to private tile issues for Bright, Handsaker would clarification on that decision so he knows when we can call this project done. Granzow asked if we could have that info back by next week. Gallentine stated we can't call the project done until we have the lien waivers. Handsaker stated we are working on the lien waivers right now. Gallentine will reach out to Bright for his thoughts as well. Smith stated she would get the video to Gallentine.

All ayes. Motion carried.

6. Discuss W Possible Action - IRUA Service Request

Smith stated contractor Jacob Handsaker received a request for service connection to IRUA water from a homeowner, Smith provided a map and stated she was unsure which direction IRUA would be coming in from. Handsaker stated IRUA has a service line at H Ave, and would run from H Ave east to the property line. Gallentine stated it appears they would not be crossing a district facility. Handsaker stated they would not, there is no district laterals through there. Smith stated we have not received an application for a Drainage Utility Permit from the IRUA yet, if the IRUA submits an application, then we can get it on the agenda. Granzow stated if you need to cross a district tile, my answer will be a no, as we have had issues with the IRUA, but if it does not cross a district tile Granzow does not have a problem with it. Granzow stated he does not want to prohibit a landowner from getting service through the IRUA but feels the IRUA have not been honest with us. Handsaker will let them know that the IRUA needs to submit a Drainage Utility Permit application. McClellan asked if we need to act on this if it does not cross district tile. Smith stated yes because even if they are not crossing district tile work is being done within the drainage district boundaries, and it can be noted as such in the minutes and the Trustees can approve it like we did on the last request.

7. DD 25 - WO 1 - Discuss W Possible Action - Change Order No. 6

Gallentine stated this is for the project near Garden City and is Change Order #6, we had spoken at the last meeting about the landowner east of the RR tracks not wanting the old tile removed, instead leaving it in place, this Change Order incorporates that and the mobilization for McDowell's subcontractor to show up when he was trying to televise and he couldn't televise because of the amount of mud in it. Gallentine stated overall this is a net decrease of \$2,976, and Gallentine stated he felt it would be best to have a change order on file to officially document that this tile east of the tracks is no longer district tile that is staying in place. Smith stated she noted that in last week's minutes discussion.

Motion by McClellan to approve Change Order No. 6. Second by Hoffman. All ayes. Motion carried.

8. DD 56 - Discuss W Possible Action - NRCS Wetland Determination

Smith stated she had spoken with Gallentine about the NRCS Wetland determination for DD 56 and asked Gallentine to elaborate. Gallentine stated he reached out to the NRCS about the wetland determinations in DD 56 where we are splitting the district into two halves, and has talked to them generally and have gotten to a rough tentative agreement where we feel the improvement would be affected on the ground, but the NRCS is not willing to take that conversation any further until he has active determinations

from the landowners. Gallentine asked if it would be helpful to have the district send a letter out to please get your wetland determinations and get those back to the district as soon as possible. Gallentine stated NRCS won't imply which area CGA should get determinations from as that may imply who has or does not have a wetland determination, Gallentine stated we talked about the tile route and generally that this portion of the route may see an improvement or not.

Motion by Hoffman to instruct the Drainage Clerk to send out a mailing to DD 56 landowners to encourage landowners to get their wetland determinations from the NRCS. Second by McClellan. All ayes. Motion carried.

Handsaker stated that the edict came down from Washington that they wanted all the wetland determinations to be completed with a year, but they had such a backlog in southern Iowa plus Illinois, Wisconsin and Minnesota, that he has heard the NRCS is not doing any work in this area currently. Granzow stated this project may take a while. Gallentine stated he can't do anything with wetlands without a determination. Smith requested Gallentine review the draft of the letter to ensure it includes all the pertinent information. Gallentine will review the letter.

9. DD 48 - WO 237 - Discuss W/ Possible Action - Repair Summary
Action on DD 48 WO 237 was postponed until the next Regular Drainage Meeting.
10. DD 121 WO 295 - Discuss W Possible Action - Investigation Summary / Landowner Meeting
Action on DD 121 WO 295 was postponed until the next Regular Drainage Meeting.
11. DD 120 WO 298 - Discuss W Possible Action - Investigation Summary

Gallentine stated this is Kevin Vierkandt's question on what is going on with the intake on Kent Pecht's property. Gallentine stated what CGA found in the area where the fenceline was cut and the intake was installed, based off of the maps it is private tile and not district tile. The district tile stops about a 1/4 mile south of there and heads off to the northwest instead of due north. Gallentine stated if the Trustees would like, CGA can do a detailed search of the history to verify that, but based off the map, it is not district tile. Gallentine stated the district could be the solution but it would involve installing a lateral or installing a new facility. Granzow stated even with Kent's request to up-size the tile it does not affect the district at all. Gallentine stated the shaded area of the map that says GA McPherson, the yellow highlighted area that runs from north south and starts going off at an angle, that is where the district tile is, where the issue is at is actually 1/4 mile farther north on the edge of the pink area if you went straight up. Based off the maps this issue is a 1/4 mile away from the district facility, you could fix it if you chose by installing a lateral up there but you don't have to. The secondary issue is that all this water goes down about 3/4 of a mile and ponds at 115th. Gallentine stated you could install something bigger so it drains away faster but the primary issue is the washout that occurs in between that Vierkandt is not happy with, but not necessarily the ponding. Granzow asked where the intake is on the fenceline is not even district tile. Gallentine states it shows up on the GIS as district, but if you look back through the maps it is not district tile. McClellan asked if this area was ever annexed into the district. Gallentine replied it is inside the district boundary but is not district tile. Granzow stated it is not a district main, but did Vierkandt hook into the district main and hickenbottom it to the fenceline. Gallentine stated no because the district main is not that far north. Granzow stated so this is all private tile according to the maps and this is our answer to Vierkandt. McClellan stated we should direct Gallentine to notify both of the parties that it is not county tile.

Smith stated on a related note, she created a work order on this to track CGA's expenses, which we have not acknowledged yet, Smith stated she had created the work order and was waiting to see where the investigation led us, and would need an acknowledgement and signature on the work order to note that it might be included in this information.

Motion by McClellan to acknowledge DD 120 Work Order 298. Second by Hoffman. All ayes Motion carried.

Motion by McClellan to direct CGA to notify both parties and share this map that reflects this is not district tile, but private tile. Second by Hoffman. All ayes. Motion carried.

12. DD Big 4 Lat 4 - WO 195 - Discuss W Possible Action - Repair Summary
Action on DD Big 4 Lat 4 - WO 195 was postponed until the next Regular Drainage Meeting.
13. DD Big 4 Main - WO 247 - Discuss W Possible Action - Repair Summary
Action on Big 4 Main WO 247 was postponed until the next Regular Drainage Meeting.
14. JDD H-H 118-232 WO 281 - Discuss W Possible Action - Repair Summary
Action on JDD H-H 118-232 was postponed until the next Regular Drainage Meeting.
15. DD 22 - WO 176 & 192 Comb. - Discuss W Possible Action - Claim For Crop Damages - Vierkandt

Smith stated we had a request for crop damage claims from James E. Vierkandt for work done on DD 22 WO's 176 & 192, previously we had received a document from Heather Thomas of CGA that spelled out crop damages for this parcel at 2.841 acres on Lee Anderson's farm, on which James Vierkandt is tenant. Vierkandt requests payout of the claim on the damaged acres to be directed to Vierkandt, with a yield of 212 bushels per acre at \$3.90 per bushel as spelled out with USDA Crop Insurance pricing for crop year 2019, for a total of \$2,348.97. Smith also reached out to James Sweeney on the loger parcel, and another one listed on the document and is waiting to hear back from the landowners.

Motion by Hoffman to approve the Crop Damage Claim 2020-6 for James E. Vierkandt in the amount of \$2,348.97. Second by McClellan. All ayes. Motion carried.

16. Other Business

17. Adjourn Meeting

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