

REGULAR DRAINAGE MEETING
Wednesday, October 21, 2020 9:30 AM

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

10/21/2020 - Minutes

1. Open Meeting

Hardin County Drainage Chairperson Lance Granzow opened the meeting. Also present were Trustee BJ Hoffman; Trustee Renee McClellan; Lee Gallentine of Clapsaddle-Garber Associates; Michael Pearce, Taylor Roll, County Engineer; 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

Minutes were not available at this time and will be on next week's agenda for review.

4. Approve Claims For Payment

Motion by McClellan to approve claims for payment with pay date of Friday, October 9, 2020. Second by Hoffman. All ayes. Motion carried.

DD 158 WO 285 Eng Svcs 8/28/20 - 10/15/20 Clapsaddle-Garber Assoc \$330.20

DD 55-3 Lat 12 WO 201 RR Xing - CCTV, Jetter, Mileage Williams Underground Serv \$1,719.00

5. DD 9 WO 229 - Discuss W Possible Action - Change Order No. 1

Gallentine stated Change order 1 is on DD 9 Work Order 229, the Roberts project, Gehrke had suggested we use the spoon assuming the soil types were suitable for it, with a savings of \$2.00 per foot, that amounts to a total savings of \$5,000. Gehrke is in the field working today locating the existing tile, depending on the weather we get, they may be laying tile yet this week.

Motion by McClellan to approve Change Order Number 1 for Drainage District 9, Work Order 229. Second by Hoffman. All ayes. Motion carried.

6. DD 14 WO 291 - Discuss W Possible Action - Investigation Summary

Smith stated last week we had talked about this Investigation Summary and some of the private tile connections that were involved in the repair that were opposite one another in the district tile, creating an obstruction. Smith stated the Trustees had asked her to bring back the total amount of claims paid on this work order, so far we have paid out \$22,205.95 in claims, of that three invoices were from CGA and one was from Honey Creek Land Improvement for \$13,943.00. Smith stated the discussion we had last week was that the Trustees had wanted to see what the costs were, we have included this work order for discussion in the DD 14 Landowner's Meeting on November 18, 2020. Smith brought these totals in today if the Trustees wanted to have any further discussion on this. McClellan asked for details on the private tiles.

Gallentine stated this work order found the two private tiles had been inserted into the district tile straight across from each other and were essentially blocking flow, Gallentine referenced the photo of this in the Investigation Summary. Granzow stated unfortunately the person that reported it was the person who owned the private tile causing it. Gallentine did a little more checking, and talked to the construction observer, and he said that Ron Vierkandt verbally told him that the private tiler or the person that installed the private tile was McDowell. Granzow asked do we have recommendations for district tile that does not allow that, but do we have any recommendations for private tilers, and asked what the insert fittings are called. Gallentine

stated they are tap tees or ABS has a specific proprietary term for them, the tap tees prevent over-insertion of the tile. Granzow stated correct, like this. McClellan stated we have spent \$22,205 trying to repair something and this is the actual cause. Gallentine stated we spent most of that time doing investigation work to find out that this was the actual cause. Gallentine stated it is a lot easier to find the problem if you have a sinkhole that pops up, this was not draining at the intersection, so it is a matter of going out and potholing, and seeing what we can find, and if it is not here, then we are potholing multiple locations, and that is how it went.

McClellan asked in a case like this, are you familiar with the policy that Franklin County has, that if an investigation finds the issue to be private tile, that the landowner has to pay for the investigation costs, is that how this would be handled in Franklin County. Gallentine stated yes, in Franklin County they would probably make the landowner pay for it, or tenant, whoever reported it, they would have signed a waiver up front that states if this is a private tile matter they would have to pay for it. Gallentine stated that has resulted in Franklin County in people not turning in work orders because their comment was I don't want the liability on this, I will just hire someone to fix it myself and not tell you, so there is an upside and a downside to the waiver. Granzow asked that does cover it if private tile hooked to a district tile, Granzow understood it that if it were a private tile when dug up they would not even touch it. Gallentine stated if the case was a private tile and there was a sinkhole they thought it was a district main and they found it was 10 feet away on a private tile, that would be totally the landowners bill, something like this they would probably discuss, and they would still try to get the landowner to pay for part of this. McClellan stated she thought we should be doing that as well. Granzow stated he thought the contractor still holds the responsibility, why would you pop in two tile parallel to each other, you just took the whole strength of the district out. Gallentine stated he did not know why they did not offset them. Granzow asked if they were directly across from one another or are they offset a hair. Gallentine stated they are offset a hair, but less than two foot, you can tell by the joining in the photo they are within a piece of each other, those pieces aren't that long. Granzow asked how large a tile is that. Gallentine stated that is an 8" clay tile. Granzow asked if they stuck two 6" tiles into an 8" clay tile. Gallentine stated those are two 5" tiles going into an 8" tile. McClellan asked if they were both installed by the same contractor. Gallentine stated yes they were installed at the same time according to Vierkandt as part of a pattern tile job. Granzow stated he wondered how many more were out there like that, that we are getting complaints of slow drainage on. Gallentine stated he did know.

McClellan stated it should not be the district that pays for that, how do we get the contractor to pay for that, do we have to get our drainage attorney involved. Granzow stated you make the landowner pay for it and he makes the contractor pay for it, that is a heck of a bill on a landowner for slow drainage. McClellan stated the other landowners in the district should have no responsibility for that. Gallentine stated he did not know if this changes anything or not, this is the one Vierkandt had Sheldahl Brothers working on, James Sweeney drove by because Cynthia Loger owns land in the district and stopped to see what was going on, and he told Vierkandt that is not the way you do it, you have to turn in a work order, which is what they ended up doing. McClellan stated that Vierkandt knows better. Granzow stated he will leave this up for a landowner discussion and see what they want. Granzow thanked Smith and Gallentine for bringing the numbers to the meeting, and thinks this is a difficult one. Smith stated she will add this work order and work order 290 to the agenda for the DD 14 Landowners Meeting. Granzow needs the input of the landowners. Hoffman stated they need some self policing as well. Granzow does not disagree with McClellan's comment, but would like to let the landowners make that decision.

Gallentine stated the other thing we had discussed on this work order is that IRUA had a crossing that went under the district tile, and asked for clarification in that. Gallentine stated we determined the clearance of about 1/4 of a foot on this from the bottom of the district tile to the top of the water main by probing the the water main without having the water main exposed. When we probed it was about 2 or 3 feet from the tile itself, Gallentine looked back through our file and in 2018 IRUA did pothole this tile in their utility, and we shot it back then, where they potholed the water main was about 12' from the tile and there we had about a 1-1/4' of clearance there, so either they started coming back up underneath the tile and the clearance decreased or our probing was off, one of the two. Originally in 2018 it looked like it had enough clearance, but there was a 12' horizontal difference there. Gallentine also looked at IRUA's submission, they had the material type correct in what they submitted to the Trustees, but they had the size wrong, they had it listed as an 18" clay tile, it is really a 14" clay tile. Granzow stated he could see how that could be an error if they just guessed instead of tape measuring it, at least they had the right product. Gallentine stated initially it

looked like we thought they had enough clearance, it looks like now if the probing is correct, they are a little bit tighter than what they thought. Granzow stated if that tile was the size they thought it would be, it would be even tighter, Gallentine stated yes, they would be into the tile. Granzow stated we can discuss this at the Landowners Meeting as well.

7. DD 20 WO 302 - Discuss W Possible Action

This is a new work order reported but Jim Kielsmeier, Kielsmeier reports a 4' wide by 5' deep blowout on DD tile, and it is straight across from the fence-line on the parcel. Smith referenced the images provided by Kielsmeier.

Motion by McClellan to have CGA investigate and take appropriate measures. Second by Hoffman.

In additional discussion on the motion, Granzow stated if it looks like a quick fix, fix it, if it does not bring it back to the Trustees for review.

All ayes. Motion carried.

8. DD F-H 4-53 - WO 303 - Discuss W/ Possible Action

Smith stated this is a new work order reported by landowner Jim Ziesman, Zeisman had turned in an earlier work order this year in the same parcel, on the east side of the parcel, this new work order is on the west side of the parcel, just east of HH Ave., and south of the building site. Smith did write the new work order but referenced the previous work order's location so the Trustees would be aware that we are in the same parcel, with one location being on the Main tile and another on at the Lateral tile. McClellan asked what was the original work order reporting. Smith stated work order 296 reported a blowout earlier this year.

Motion by Hoffman to have CGA investigate and contact the appropriate contractor if required. Second by McClellan. All ayes. Motion carried.

9. DD 55-3 Lat 9 - WO 251 - Discuss W Possible Action - Update From Legal

Smith stated the Trustees had asked Smith to reach out to legal to attorney Mike Richards recently to discuss the Thompson pond and ask Richards for an update. Smith stated Richards reply stated that Richards thinks the district still has an obligation to keep the drainage tiles functioning and allowing a landowner to plug a tile to create pond is not consistent with that obligation. Richards reply continued and stated per the District we prepared this release, we still do not recommend this course, but if you are not going to require him to unplug it, getting the endorsed release and indemnification agreement is better than not having one at all. Smith provided a copy of the indemnification agreement which basically holds the district harmless if the pond causes any further problems. Granzow stated otherwise he will have to put this back. McClellan asked how deep the pond was and if it would cause any problems if it overflowed. Granzow remembered it as V shape. Gallentine stated Thompson took the open ditch and widened it out to make a pond, and the open ditch runs through the pond, it is not just a drainage district issue but the pond extended into the road right of way. Smith stated yes it was also in the ditch. McClellan asked if County Engineer Taylor Roll had an opinion on this, and asked if it was restricting the outflow. Granzow stated he still has a problem with the fact that Thompson did not provide us with an Engineer's Report, or any information, he just went and did it after we told him you can not.

Gallentine shared his screen which showed an aerial image of Thompson's pond on the GIS website. County Engineer Taylor Roll joined the meeting electronically. Granzow stated Thompson built the pond in our road right of way and asked Roll if that was an issue. Roll stated yes and no, he does not like it, it is not a super big issue but he does not like it as it is a hazard. Roll stated we have that same issue with the pond west of Eldora, we are going to put a guard rail in it, but we don't want to put in guard rail everywhere just because someone decides to build a pond right next to the road. Granzow stated we have a letter of recommendation from the attorney to indemnify the district and county from any damages, and believes we should have the joint one or have him restore it. Roll stated he prefers Thompson restore it. McClellan stated it looks like it is encroaching on the roadbed, Granzow agreed. Gallentine stated there is a a box

culvert there that is pretty short, the tile empties out on the west side of the road, and the culvert is under the roads, essentially east of the road it changes into an open ditch and he has widened this out. Granzow stated he has done this without the permission of the district and knowing he needed it. Hoffman stated Thompson had equipment and people and he just decided to do it. Granzow stated please forgive my language but the attitude was forget you, I am going to do it anyway. McClellan asked what the reason was for widening it out, Thompson just wanted a pond. Gallentine stated Thompson had said he would stock it with fish. Granzow stated the district is not Thompson's to do that to, he widened out the open ditch, we needed an engineers report Thompson needed to provide and we needed a lot of things from Thompson that he neglected to provide us, but in the midst of this he opened it up to our road, that Granzow has an issue with. Granzow has an issue large enough with this he would tell Thompson to restore it because of how he conducted himself, and did it anyway. Granzow is still willing to work with people, but McClellan is right, Granzow does not want a pond right up beside the road.

McClellan stated the pond is a liability on it's own, if someone went off the road. Granzow stated an insurance company would eat us alive, and ask why did we allow this to be built up beside the road, we never did allow it, Thompson just did it. McClellan stated it needs to be restored, at least in the road right of way. Granzow stated he does not know how he would restore it. Hoffman asked what Richards suggestions were on how this could be restored. Smith stated Richards stated he would prefer we don't accept an indemnification clause, he says if you are going to require him to unplug it getting the endorsed release and indemnification agreement is better than not having one at all, he still does not recommend this at all. McClellan asked what Richards other recommended action would be. Smith stated Richards does not specify and Smith assumes he would leave that up to the Trustees. McClellan stated the only other option is to put it back to the way it was, at least with our road right of way. Granzow stated that would be expensive. Smith stated in a previous email Richards stated he believed his recommendation was the DD could not allow this to continue and creating a release would not be sufficient, the DD has an obligation to maintain the ditch unless it is officially abandoned. McClellan stated this is a prefect example of having a waiver like Franklin County has, we would have the right to go in and fix that open ditch and charge it to the landowner. Granzow stated we would be able to do that now he believes. Roll stated you should be able to do that now it is all in the drainage easement now, you should be able to restore it and charge him for it. McClellan stated usually a repair would be charged to the whole district, is there something that says we can charge it just to him. Granzow stated an attorney, but thinks we need to deal with this. McClellan stated maybe we give him one more chance to fix it back to the way it was or we are going to do it and you are going to pay for it. Granzow stated we should have the attorney notify him, he can bring an attorney and let the attorney's deal with it.

Smith stated going back through the email chain and going back to August of 2019 before Smith started in the Drainage Clerk position, meeting minutes reflect that Becca Junker, previous Drainage Clerk, was instructed to have attorney Richards create this agreement of the County's choosing of what it states, which included that all damages were 100% the landowner's responsibility, and if Thompson does not want to sign the agreement, the open ditch will be reverted back to it's original condition at the landowner's cost by the contractor of the Trustees choosing. Smith stated that the discussion was had back in 2019 that is what the Trustees would like to see happen if he does not sign this agreement. Smith stated Thompson has not been presented with the agreement as it had not been received back from legal until recently. McClellan asked that the discussion with legal was that Richards really does not want us to do anyway, Smith stated that was correct. McClellan stated that Richards should send Thompson a letter to the effect of what Smith just read, and start the clock, if Thompson wants to have more of a pond on his property, not that this is the right thing to do is to mess with district property, but in the road right of way and right along the road like that, that is not acceptable. Granzow agreed with McClellan, he has a larger issue with the road. McClellan stated that is the widest area just east of the road. Granzow has issue that Thompson did it regardless of what we warned him. McClellan asked why Thompson would not have built it more in his timber area. Granzow stated that is where his low spot went, Granzow asked if he had a house or a building that Thompson stated was flooding and he needed the drainage to take the water away, it was flooding everything else and he built this pond to take the water away. Gallentine stated Thompson had lots of reasons, which Gallentine does not recall. Granzow stated it is not that he does not want him to build a pond, it is that the pond should not be at the cost of someone else, and Granzow will not condone it.

Gallentine stated the problem gets to be if Thompson moves and sells the place, which according to Thompson he will never do, then the next person moves in who thinks it is a pond and we go in and try to

clean out the open ditch and we will have the some problems we had with Monarch Pond, it is a recreation area, you can't do that, you can't take out trees. Granzow asked what the Trustees would like to do. Hoffman stated he thinks we need to have Richards send a certified letter.

Motion by Hoffman to instruct attorney Mike Richards to send a letter to Scott Thompson regarding the relief and remedies at this point in time. Second by McClellan.

In additional discussion on the motion, Smith asked for clarification on what the Trustees would like the letter to state. Granzow stated a pond has been built in the County right of way, but inside a drainage district, discussions were made prior to this pond. Hoffman added no engineer reports were presented no right of way work permits were obtained. Granzow stated we are looking for a relief to remedy this situation. Granzow stated the remedy could be anything at that point, but the right of way is a big issue. McClellan asked if Richards seen this image of the pond. Smith stated Richards had all of the previous communication on this project, including photos and previous minutes to Smith's time as clerk, Richards had all of that provided to him through Becca Junker. Granzow asked if that covered it all. Smith stated her concern was that Richards would ask if the Trustees want Thompson to take out the pond, and Smith would need clarification from the Trustees. Granzow stated he believed we would be in a meeting with Richards and Thompson, as to that statement, when Granzow stated what relief would the remedy be. Hoffman stated he wants to hear what Thompson will do to make it right, Granzow stated we can work from there, our remedy is to restore it, but Thompson's remedy may be he can't. McClellan asked if the Trustees want Thompson to restore it personally with the equipment he did it with, or do we want one of our hired contractors to make sure it is done right and then charge Thompson for it, that is what McClellan would prefer we do. Granzow stated that goes back to that engineering report we told him we needed. McClellan stated unless we ant to give him one more warning letter. Granzow stated he would not even deal with warnings, Granzow thinks Thompson needs to come in with an attorney or litigation will proceed. Smith asked if the Trustees would like Richards letter to state we would like to set up a time with Thompson to meet with the Trustees. McClellan stated and also possibly with Thompson's attorney. Granzow stated I think that is how we want to do that and this is the last warning before we start litigation, we have an attorney, or we will proceed with our attorney because we can't allow that to happen in the road right of way otherwise we will have a free for all. Granzow stated Richards will have to word it the way he wants to, but agrees with Hoffman's statement that Thompson should explain to us what his remedy will be. Smith stated that gives her some clarity. Granzow asked for any other discussion, hearing none, Granzow called for the vote.

All ayes. Motion carried.

McClellan asked if we should have a time frame in the letter, Granzow stated as fast as Richards can have an appointment. McClellan stated the letter should state you are expected to be hear at this date and time. Granzow stated Thompson is welcome to bring his own attorney and has been waiting on us. Smith stated when Richards drafts that letter and has a date for us, Smith will agenda this so we can get it on our calendar. Hoffman stated that may require a closed session with our attorney, Granzow stated we should have that meeting with Richards a half hour prior to the meeting with Thompson. McClellan asked what road this is off of, Gallentine stated it was on G Ave., between Hubbard and Radcliffe, McClellan stated there was a problem with the waterway not being grading properly. Gallentine stated that would be correct, the waterway and this would be upstream to the south and west.

10. Discuss W Possible Action - Drainage Minimal Repairs

Smith stated in conversation on the September 30, 2020 Drainage Meeting, we had talked about bringing this Drainage Minimal Repairs resolution to look at it and see what our policy was on these minimal repairs, and what the Drainage Clerk was authorized to do, Smith brought this back for the Trustees review. Smith does not necessarily think any changes need to be made, this was a discussion for us to have in what scenarios you would like Smith to go ahead and do something if they are already out in the field. Granzow stated when they go out in a field and poke a hole out there, and say we just have to patch this, we don't need to bring it back here to authorize a patch, we do cover a lot of it in our motions. McClellan asked if we want to put a dollar limit on it. Smith stated the Resolution currently has a dollar limit of \$1,000. Granzow stated let's using Gehrke's as an example, and if Bob is out there fixing a tile and says oh this is a DD tile, and I can't touch this, and the contactor is sitting right here, it is a \$500 fix, can I just go out there and fix it,

he can call it in to the Drainage Clerk who can say how much are you projecting, \$500 or maybe the farmer is paying it, maybe we have to call CGA to verify what he did. McClellan stated she wondered if that was a high enough limit, by the time you get a trip charge. Granzow stated the trip charge is already on the farmer, he has had someone out doing private tile repairs and he just came across a district tile, that is why this thing came into play. Granzow stated it could come into play when Gallentine is out there, but we cover most of those in the motions now, we have already directed CGA to look at it, this would be a farmer thinking he is fixing his own tile and finds out it is DD tile.

Smith stated this conversation has not come up as an instance for her yet, but it is good knowledge for the Clerk to have and understand the Trustees thoughts on this so Smith is aware. Smith stated she can make a good call on that, if it is anything that would be over \$1,000 and required an immediate response, Smith thinks we have done that once in the past, where she has sent the Trustees an email and let them know right away, Smith would not make those decisions on her own if it were a larger cost item. Granzow asked if \$1,000 was low enough, Granzow asked what CGA's trip charge was, Gallentine stated they do not have a trip charge, it is a straight hourly rate. Gallentine stated he thought \$1,000 was fine considering how seldom this happens. Granzow stated we could bump this up to \$1,500 as since 2015 when this was created we have changed our repairs to require concrete collars and CGA has to be there to inspect it. Gallentine stated you could easily bump this to \$1,500, it seems like these repairs lately are costing more and more. McClellan stated that was why she wondered is \$1,000 was enough. Granzow stated in this example, the repair would cost less if they were already in the field doing another job, and they just came across this one, it would be less of a cost than to send the contractor home and then bring them back with a trip charge. McClellan stated that would depend on how much of a project that turns into. Smith stated this would be a pretty rare incident, as Smith has not experienced it yet in the last year, but that does not mean it won't happen.

Granzow asked what the the other Trustees thought. McClellan does not have a problem with increasing it to \$1,500. Hoffman stated \$1,500 was fine with him just to be safe, you hate to be like well it is going to be \$1,250 and say no when you already have them out there, when it would be more for another trip charge. Granzow stated that could cost another \$400 or \$500.

Motion by Hoffman to amend Resolution 2015-1 to increase the price for repair to not exceed \$1,500.
Second by McClellan.

In additional discussion on the motion, Smith asked since this is a resolution we are amending are there publication requirements for the change, Smith has not done a lot of that yet and this maybe a question more suited to the Board Secretary. Granzow stated we have not done publications for Drainage resolutions before. McClellan stated this is not an ordinance and we have Resolutions on the agenda today the Board agenda that did not require publication. Hoffman called for the vote.

Roll call:

Hoffman - Aye.

Granzow - Aye

McClellan - Aye

All ayes. Motion carried.

11. Other Business

Smith stated the Trustees had mentioned we will not have a Supervisors meeting on November 4, 2020. Smith asked if they wanted to hold a Drainage Meeting that week or do it on a different day. Granzow asked Gallentine if he thought we could skip the meeting for that week. Gallentine stated he thought we could skip that week as we did not have anything heavy in line for that week. McClellan stated we only need 24 hour notice should something come up. Granzow stated the following week we are looking at a holiday on November 11, so November 10, we have to canvass the election, so we will probably move Drainage to

November 10th as well. Gallentine stated that will work for him. Gallentine recapped no Drainage Meeting on November 4th, the following week we will meet November 10th instead of the 11th.

DD 128 Lateral 5 - Gallentine stated this is up at Dean Bright's place, Heart of Iowa is running a service from D35 up to Bright's house along his driveway, so they will cross this Lateral 5 that runs through Bright's acreage. Gallentine stated the issue starts to become that Heart of Iowa can not find Lateral 5, they don't see any evidence of Lateral 5, and in talking with Bright he is unaware of Lateral 5 ever being in existence. Gallentine stated looking at the original report, made in the 1920's, it was installed and looking at the original report, once it hits the road right of way it runs straight west and keeps going so it has a total distance of 1,200'. Gallentine stated Heart of Iowa is asking for the Trustees guidance and direction, the service line they will be installing will come from D-35 to Bright's house will be about 2' deep when they plow it in. McClellan asked if the 1920's report details how deep the Lateral 5 was laid. Gallentine stated he does not have a depth on it but it is 1,200' long, and if it isn't in existence this could explain why when we replaced the open ditch with tile why there is still a wet spot out there. Gallentine stated that has been an issue for Handsaker and Bright, but Bright has indicated that he is not aware of that tile being there, Gallentine does not know how long Bright had lived there. Granzow stated Bright has lived there since Granzow has been alive, it used to be a feedlot right there and the tile would have gone through a feedlot almost in front of the barn, the bins were never there and the whole lot there was a feedlot. Granzow stated if that tile is not very deep there it would be crushed anyway with the heavy loads he has ran through there, Bright ran his ammunition shop out of there for decades, it was on the farm and Bright had added on to the two buildings there, there has been a lot of truck traffic through there, Granzow thought the tile would have to have been pretty deep.

Granzow's recommendation would be to let Heart of Iowa go ahead and install it. McClellan stated at least we will find out if there is a tile there at their depth. Granzow stated they can't locate it and asked if we don't show any records of it. Gallentine stated the records indicate the tile being there and the original completion report stated it was 1,200' long, Gallentine stated he is sure it is there but can't tell you where it is at, and Bright doesn't even think it is there. Granzow stated Bright's well would be almost on the route shown for the tile. Gallentine stated who knows, it may come over and go under the machine shed and the bins. Hoffman asked if this is one of those things that when they are digging do you want to dig it up and get a more accurate location. McClellan asked if this install was right along the edge of the driveway. Gallentine stated yes. McClellan stated we could approve it and as long as they are aware of it maybe they could watch and see if they can locate it. Granzow stated it is such a short distance and is fiber-optics, if we ever do have to go in and repair that we will cut their fiber-optics to the house and that is a short distance to the house, allowing Heart of Iowa to realize they may have to repair that if we cut through it, it would not disconnect the whole world, it would just be one house. Gallentine can let Heart of Iowa know that they can trench in 2' deep, and if they find any evidence of it, let us know and in the future if it is discovered that the tile is severed we will have to deal with it then. Gallentine stated Heart of Iowa is really good to deal with. Granzow stated if we do have to deal with it we will not take that route back in as it is all driveway, some of it is asphalt. Gallentine stated if Bright doesn't know if the tile is still there, who knows what condition it is in if it is even serviceable. Granzow stated we do need to be aware of it if that tile is still there why we would even relocate it through that driveway and all of Bright's wiring, we would just go south of it, and south of it is low ground, Bright's site is all high ground. Gallentine stated Heart of Iowa did ask why there was a tile there if it is all high ground on the acreage, Gallentine stated it did not make much sense unless the acreage had the ground built up over the years. Granzow stated the low ground is south of the buildings, it is quite a raise there at the buildings. Gallentine stated who knows the tile may actually hook through and go south of those buildings, we are dealing with 100 year old maps that were hand drawn. Granzow stated his advice was to cut, trench and discover and make sure that they aware that if we ever need to work on that we may cut their fiber-optics at their expense. Gallentine will advise Heart of Iowa of that. McClellan stated we could make them dig and locate it so we know where it is but they would have to move it. Granzow stated that is a lot of digging to locate it.

Motion to instruct Gallentine to contact Heart of Iowa install their line and instruct them that if an issue with the tile ever arises, we may cut their fiber-optics at their expense to make repairs. Second by Hoffman.

In additional discussion on the motion, Gallentine stated he will contact Heart of Iowa and let them know they can install their utility and make them aware that if an issue ever arises their line may be cut or have to be relocated.

All ayes. Motion carried.

12. Adjourn Meeting

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