

**DD 22 COMPLETION HEARING**  
**Wednesday, September 9, 2020 11:00 AM**  
**This meeting was held electronically and in-person due to Covid-19 concerns.**

9/9/2020 - Minutes

1. Open Meeting  
Hardin County Drainage Chairperson Lance Granzow opened the meeting. Also present were Trustee BJ Hoffman; Trustee Renee McClellan; Heather Thomas of Clapsaddle-Garber Associates (CGA); Landowners Randy Madden; Randy Silvest; Donald Peterson; Denny Harris; Betty Harris; David Sweeney; Robert Peterson; Jeremy Maas of Gehrke, Inc; Michael Pearce, Network Specialist; and Denise Smith, Drainage Clerk.
2. Approve Agenda  
Motion by McClellan to approve the agenda. Second by Hoffman. All ayes. Motion carried.
3. Introductions/Attendance  
Introductions were made and attendance was verified.
4. Open Public Hearing  
Hardin County Drainage Chairperson Lance Granzow opened the public hearing.
5. Verify Publication  
Drainage Clerk Smith verified publication of the Completion Hearing Notice in the Times Citizen on August 29, 2020.
6. Explanation Of Project

Heather Thomas of CGA thanked everyone for coming and proceeded with an explanation of the project. Thomas stated the project had two pieces, one was replacing the 30" tile from the previous project, this was the initial part of the project, during design it was discovered that there were some spot repairs needed on the original main as well, and that was brought into this project. Thomas stated the Completion Report starts by giving a small background, that in October of 2017, at the Landowner Meeting we talked about replacing the tile, and we looked at the 2011 tile, at that time it was decided to go ahead and proceed replacing the 30" tile, which was estimated to cost \$480,000. There were additional concerns brought forward later on, on the original main, due to the formation of a sinkhole on Mr. Silvest's property, and we had meetings in March and April of 2018 to discuss those and decide if we wanted to put those tiles together, or put an open ditch in or replace the 30" tile and repair the original main. It was decided to go ahead and do the replacement of the 30" tile, and spot repair the original main, the estimated total costs at that time were about \$841,000, and we also decided to go ahead and bid the project with alternates of concrete pipe, different rock bedding, and several add alternates. The bid letting was in July of 2018 and we had a landowners meeting in August to review those bids, and we did receive three bids, and ultimately decided to go with concrete pipe with add alternates 4 and 6, which were a cross connection and a 2 year maintenance bond on the project. So the total contract construction price was awarded at \$549,332.50 and the contract was signed in August of 2018. Thomas stated as everyone remembers, the end of 2018 and the beginning of 2019 was rather wet, and so construction was delayed due to that, during the project we did have several change orders that extended the completion time and Gehrke did ultimately finish within the extended completion times. Completion was achieved on April 10, 2020 and Thomas has included As Built plans in the completion report.

Thomas stated there are several warranties and maintenance bonds included in the project, there is a seeding warranty for the County Road ditches, which is in effect from April 1, 2020 to March 31, 2021. There is a seeding warranty for Travis Reyerson's yard, which is in effect from April 10, 2020 to April 9, 2021. There is a 2 year Maintenance Bond on the project, which started April 10, 2020 and goes through April 9, 2022. Thomas stated as we were doing construction, we did have several landowner meetings to report back what we were seeing in the field, and we did touch upon the 2011 project a little bit. Thomas

stated in those conversations, we were asked to record some of the things we saw in the field that maybe weren't the greatest that resulted from the 2011 project, and those are listed on page 3 of the Completion Report. Thomas stated on page 4 of the Completion Report, it lists the change orders that were approved as part of the project, the formal change orders also appear in Appendix B of the report. Thomas covered the final project costs, the estimates are shown along with the project bid, the change orders, estimated Engineering, Thomas reminded everyone that this project was taken on by two separate entities, both the landowners and the district, and anything within the County Road right of way is the Counties responsibility for the payment of that. Thomas did calculate the share of the project costs that should be born by each entity, the Trustees and the landowners, the landowners are responsible for 91.57% of the project costs, and the County being responsible for 8.43% of the project costs. Thomas broke that down and it comes to the County being responsible for paying the District \$59,481.03 and the remaining landowners share is less than what was discussed and approved on the April 11, 2018. The costs that came out will be a little bit less than what was shown and approved in 2018.

Thomas covered the crop damages incurred on 5 properties, there is a map and calculations of these areas included in the As Built section of the report, Thomas stated we can get an update from the Drainage Clerk on those as well. Thomas feels the project is complete including the punch list items in general accordance with the authorized plans and general specifications. We have received lien waivers from the suppliers, and those are included in the appendix as well. After this completion hearing, Thomas's recommendation is to go ahead and release the retainage on the project, the last payment was made to the contractor back in April, you are required to wait 30 days after that payment to give everyone time to submit any claims, we have exceeded that 30 day point now, and so we can recommend the release of the retainage and we are reminded of the seeding warranties and the 2 year maintenance bond discussed earlier. It would be Thomas's recommendation that the Trustees review the project just prior to those dates coming due, just to make sure there is no other issues we are not aware of. Thomas stated since, writing of this report, the Drainage Clerk has received one comment from a landowner Travis Reyerson. Thomas explained Reyerson's concerns, there is a septic field in Reyerson's front yard where the tile had gone through, and there needs to be just a little bit more seeding done in that area to stabilize that, and Thomas has talked with the contractor and that will happen, it does not need to hold the project up, there is a seeding warranty on that. Reyerson also had concerns on his driveway, the way the water flows overland, it has always gone across Reyerson's drive, that has not changed much with the project, but the downstream edge of his drive, where the farm is fielding and there is cropping within a few feet of that south edge of the drive, when the water goes off it is washing out a little bit right there. Thomas stated again, that may not be a project concern, but when the contractor goes back in to do the seeding, he will touch that little strip up and put some seed down in that area. The driveway itself, is in about as good of condition as when the project began, if not a little better, Thomas did look at the driveway this morning after receiving that comment yesterday.

Thomas reviewed the appendices, Appendix A is a set of As Built plans, those are the plans, and we have marked up in red the changes that occurred while we were out in the field, this has maps and have northings and eastings on all the private tile connections we have done, all the spot repairs are red as well, this will also include the crop damages, details that were used in the project have been marked up to reflect what was actually installed. Thomas stated there are profile sheets towards the back that show grades and elevations. There also two items that were added on by the landowners at the very end of the project and that would be those two overflow connections, and Gehrke's notes on those are included in the back of the plan sets as well. Thomas asked for any questions, none were presented.

Thomas stated Appendix B shows more detailed information than what is written in the reports. Appendix C was the last pay estimate paid out to the contractor in April. Appendix D was the release of retainage which Thomas is recommending today. Appendix E is the split of the construction costs between the landowners and the County, and the percentages that Thomas mentioned earlier. Appendix F contain the lien waivers Thomas mentioned.

Thomas stated all in all, the contractor did a good job on the project and we should be happy with the result, it may not have been the nicest thing to have happen, but does think the contractor did a good job consider the constraints that were out there. Thomas sated she went through the report fairly briefly and would like to give the Clerk the opportunity to speak about the Crop Damage Claims that have been received.

## 7. Written Or Verbal Comments/Discussion

Thomas asked the landowners if they had any questions or comments they would like to address. Randy Silvest shared concerns that there was a truck with a flatbed trailer that removed rock from the jobsite after everyone had left for the night and this happened for several nights. Maas asked for clarification on what rock Silvest was referring to. Silvest stated it was small white rock bedding. Maas stated it sounds like someone was stealing his rock, and he hoped that was not the case. Thomas stated from a contract perspective, if there was rock that went missing, the contract had rock included in the bid price, and the rock was not bid by the ton, so if there was rock that went missing, it came out of Gehrke's expenses and not the landowner's. Thomas had not heard from anyone in the field who stated that they had rock when they left for the night that was missing the next morning, and can't answer that. Silvest was just concerned that it came from the field. Silvest also shared concerns about a load of black dirt being hauled out of the field. Maas stated they had some dirt that was from a couple of temporary driveways that was full of rock and could not be used in the field that was hauled out, and were doing clean up. Thomas stated that if they did have temporary drives they asked the contractor to remove those and that would have been their expectation, that they would be hauled off and not put back in the field. Maas stated they had a bunch of rock on the north end of Silvest's field they had to clean out because they got froze out, and this was mixed with some concrete so there was a few loads of excess that they hauled out.

Silvest was also concerned about a new washout in his field on the north side of his wetland. Maas stated they had fixed all that. Silvest stated it washed out again this spring with all the rains. Maas stated they put it back as close as they could to the original, because the first time they did it, Silvest wasn't happy with it so they fixed it again. Thomas stated after Silvest brought that to their attention, they did go back out there and correct those issues and offered Silvest the opportunity to look at them and he was satisfied with the results at that time. Silvest stated it is raining now and washed out again.

Thomas asked for any other landowner comments, questions or concerns. None were presented.

## 8. Damage Claims

Smith stated that CGA provided us with a list of damages showing the verified acres damaged on 5 landowners parcels, Annette Ioger's Royle & Jo Duncan, Randy Silvest, Lee Anderson, and Marvin Krause Trust. Smith stated we have already paid claims out on Ioger's parcel for tenant Terry Swenson on 2.216 acres of damage corn and on Lee Anderson's parcel for tenant James E Vierkandt for 2.841 acres of damaged corn and have received claims for presentation to the Trustees today. Today we have a claim from Marvin Krause on 3.411 acres of beans, we have one from Randy Silvest for 8.992 acres of beans, and one for Royle & Jo Duncan for 2.323 acres of beans, and those are available for the Trustees approval today, if approved today they will be paid with next week's claims.

Silvest asked about the contractor being in the corn field belonging to Marvin Krause. Madden asked if that was where they did a spot repair on the old clay tile. Silvest was concerned that this was not reflected in the verified acres for Marvin Krause's damages. Thomas stated it was her understanding that there was one additional spot further to the north where the spot repair took place and crops were taken out before that repair was made so this spot is not listed in the tally of verified acres.

## 9. Close Public Hearing

Granzow asked if there were any additional comments, questions or concerns. None were presented.

Motion by Hoffman to close the public hearing. Second by McClellan. Roll call vote: Hoffman - Aye, McClellan - Aye, Granzow - Aye.

Motion carried.

## 10. Possible Action

Granzow stated before we go on to the completion of the project, Silvest mentioned the washout in his field after they shaped it, and asked if the Trustees would like to address that. Thomas stated she had driven the site this morning and did not see it, and asked for clarification on the location, if it was in the crops itself. Silvest stated it was in the field, the field washed out into the ditch. McClellan asked if this was the ditch along the road or an open ditch. Silvest stated this was the ditch along the road and the field, the contractor dug his field out until it was not very far above the ditch, Silvest made the contractor fill it back up and it washed out again this spring, and it has never washed in the ditch there before. Thomas stated there is a two year maintenance bond on the project as well, and if this is determined to be an issue, we can always go back and address it to fix any issues as well. Granzow asked that this be noted as an issue to watch.

Granzow stated we did not have a problem with the final pay estimate and all of the damage claims have been resolved, and Granzow can entertain any motion now.

Motion by McClellan to approve the Completion Report and completion of the project, to approve the Final Pay Estimate Number 7, and to approve the claims for damages. Second by Hoffman.

Granzow asked if there was any additional discussion on the motion. Smith with get the Crop Damage Claims processed for payment with next week's claims.

All ayes. Motion carried.

11. Other Business  
No other business.
12. Adjourn Meeting

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

The Trustees thanked all the landowners for their participation and patience throughout this project.