

AGENDA
REGULAR DRAINAGE MEETING
November 13, 2019 8:30 AM

1. Open Meeting
2. Approve Agenda
3. Approve Minutes
 - Regular Meeting 10-30-19
 - Regular Meeting 10-31-19
 - Regular Meeting 11-6-19

Documents:

[10_30_2019 - DRAINAGE MINUTES.PDF](#)
[10_31_2019 -DRAINAGE MINUTES.PDF](#)
[11_6_2019 - DRAINAGE MINUTES.PDF](#)

4. Approve Claims For Payment
 - Approve claims for payment for pay date 11-15-19.

Documents:

[PAYABLES-DRAINAGE PUBLICATION 11-15-19.PDF](#)

5. DD 25 & DD 1 - Discuss W/ Possible Action - Engr. & Contractor Signed Change Order #1

Documents:

[DD 25 AND DD 1 CONTRACTOR SIGNED CHANGE ORDER 1.PDF](#)

6. Discuss W/ Possible Action, DD 25 - Crop Damages
 - DD 25 - David Fincham requested information on when crop damages requests are due.
7. Other Business
8. Adjourn Meeting

REGULAR DRAINAGE MEETING
October 30, 2019 8:30 AM

10/30/2019 - Minutes

1. Open Meeting

Hardin County Drainage District Board of Trustee Chairperson, Renee McClellan, opened the meeting. Also present were trustees, Lance Granzow and BJ Hoffman; Lee Gallentine with Clapsaddle Garber Associates (CGA); Jessica Sheridan, Hardin Co. Environmental Health; Drainage Clerk, Denise Smith.

2. Approve Agenda

Hoffman moved, Granzow seconded to approve the agenda as provided. All ayes. Motion carried.

3. Approve Minutes

Granzow moved, Hoffman seconded to approve the minutes for Regular Drainage Meeting 10/23/19 as presented. All ayes. Motion carried.

4. Approve Claims For Payment

Hoffman moved. Granzow seconded to approve the claims for payment with pay date of Friday, November 1, 2019. All ayes. Motion Carried.

DD 102 - Wetlands consultation and attend meeting, The Davis Brown Law Firm \$880.00

DD 9 - Email with Lee Gallentine, possible easement vs. annexation, The Davis Brown Law Firm \$25.00

5. Discuss W/ Possible Actions, Wind Turbine Ordinance/Drainage Utility Permit Language

Jessica Sheridan, Hardin Co. Environmental Health, brought proposed language for wind turbine ordinance as it affects drainage. The proposed language states:

"1. The applicant shall be responsible for immediate repairs of damage to public drainage systems stemming from construction, operation or maintenance of the WECS.

2. Complete such repairs, the applicant shall hire appropriate drain tile contractor(s) that are familiar with the organized drainage tile districts and private tile systems within Hardin County. The applicant shall receive written approval from the Hardin County Board of Supervisors of the contractor(s) prior to commencing the repair of the tile system(s).

3. Applicant must apply for a Drainage District Utility Permit and include the approved permit with their application for WECS. "

Granzow requested contractor have CGA on site for supervision of repairs and their time be charged back to the wind companies, Gallentine stated other counties have CGA on site while wind turbines work near DD tile and that other counties have a \$1,000 fee to the wind companies to cover that cost. Gallentine stated we may not have enough local contractors to keep up with the current drainage projects and wind turbine work as well, and outside contractors may need to be brought in. Sheridan asked how the Drainage Utility Permit process works. Gallentine says they apply for it, once it is approved, they locate the tile lines then call CGA and they go out and watch them do the work and CGA bills the drainage district and the DD recollects that cost from the utility. Hoffman noted that we should create a timeline check off sheet as to how the process should flow. It was requested that the proposed language should read Hardin County Drainage Trustees rather than Board of Supervisors, as some drainage districts are governed by private trustees.

6. DD 9 - Discuss W/ Possible Action

DD 9 - We had sent a certified letter out to Ron Sailer and received a response by email that states " I am willing to sign the easement as long as I can connect on to it. I am unsure when I would be able to make it over to Eldora, my current responsibilities at work along with upcoming holiday seasons make it unlikely during regular business hours. Can we do this via email? - Ron Sailer".

McClellan asked if this would require an annexation. Granzow stated no, that it would just be part of the easement that allows him to hook his tile to it. Granzow questioned whether Sailer would want to be compensated for crop damages. Hoffman said we have 2 options, that we can annex Sailer's property in now and he can hook up with the easement or we can give him the easement and if he ever hooks up that is when we would annex him. Granzow said he spoke with Ron, and Ron told Granzow. "Why would I want you to come through my ground if I can't hook to it?". McClellan stated he would not have to pay to any repairs due to his added water. Granzow stated that as part of his easement that he can just hook his private tile to it. Hoffman stated you would have to decide who you want to draw up an easement, and tile could be up-sized from a 12" to a 15" for little cost. McClellan asked if we know how much land he is draining into it, and if other landowners later would think the tile runs too slow, it would be said that it is due to Sailer's added hook up. Gallentine asked if he needed to move forward with this or if it needs to go to legal, and asked for a response of clarity as to what Sailer is actually asking for; to include any crop damages, entitlement to hook on to anything, to hook on at no charge or be annexed?

Granzow calls Sailer: Asked Ron questions on the email- do you want us to pay crop damages going through your field? Ron replies, yes. Granzow asks if we can hook on with easement, does this mean you want to be annexed in to the DD or just hook on to the tile running through your field. Ron states he would just like to hook on to the tile. Granzow asked if Lee or other Trustees have questions. Gallentine asks how much land he might tile out and hook on, would it be his whole farm? Ron replies he would have to talk to his foreman to find out, but he thinks it would just be the wet spot on the corner of his farm, they just need somewhere to drain it because they think they are using the section underneath the tracks. Gallentine stated that portion that is inside the district that drains into this tile, it will give it a second outlet and won't go under the tracks anymore, and Ron is part of that district, but a good portion of his field to the west is outside the district, is he thinking of hooking that on too? Ron- I need to speak with my farmer to find out exactly what his plans are. McClellan asked if there is a time he can do that and get back to us in the very near future? Ron replied he would get it done this week and get back to the Trustees. McClellan asked him to give Lance a call back. Gallentine stated we need to know so we can size this tile appropriately to accommodate the flow he wants to hook on plus whatever the District is running through it. Lance- at one point the district looked into annexing more ground to the north of Ron that would have had potential to hook on to this but I don't think Ron had a lot of land that would have benefited. Gallentine stated with a waterway nearby he did not expect Ron would run a 1/2 mile to a waterway when he could run 1/4 mile and hook to the tile. Ron said yes. Ron did not have any other questions.

It was discussed that the Trustees would decide who is handling drawing up the easement after they get more information from Ron.

7. Update - IRUA Correspondance

Update - On 10/28/19 we received a letter from Davis Brown Law to Frank Smith Law Office, (see Agenda documents for copy of letter). The letter instructs IRUA to cease and desist all conduct which is in violation of the permitting process and conditions established by Iowa Code section 468.186. The letter also requests a meeting with the IRUA and the Drainage Trustees.

On 10/28/19, Smith sent an email to Matt Mahler with the IRUA requesting a new check to replace the expired one, which would be sent back upon receipt of the new check or until such time as the Trustees direct Smith to do so.

8. Discuss W/ Possible Action - IRUA Invoices

The Trustees had directed Smith to determine how many parcels could be potentially assessed for a minimum \$5.00 assessment and what amount of money would this could generate. Smith worked with Micah Cutler for assistance on GIS, and determined there were 5,420 parcels that intersect in some capacity with drainage districts in Hardin County that are not private trustee districts or inactive. That led to the question which is, if a parcel intersects with 2 or more districts in the parcel, would that mean we could assess each of those that lie within the parcel separately. When counting parcels within each district within the GIS, that there are 7,877 parcels in all drainage districts in total, which would generate an amount of \$39,385.00 in total at the \$5.00 minimum.

Gallentine stated that it would be assessed at a percentage, not a flat fee. If there are 20 parcels in a district, they would be assessed based on their classification, for example, on a \$2,000 assessment, if a small owner's assessment is \$1.78, he would pay the \$5.00 minimum, if a larger landowner's assessment was \$7.78, he would pay the \$7.78 amount of the original \$2,000.

Smith stated that the original request was to determine if there was a way to find a minimum assessment for all landowners to create a fund that could be used to cover the cost of the IRUA invoices, legal fees or a portion of the Drainage Clerks salary. Granzow thought a \$2,000 assessment would generate about \$45,000 coming in. Gallentine stated if the bill for the district is small then it may be a \$5.00 minimum.

Hoffman stated this fund would provide some stability for future legal fees that shouldn't come out of the Supervisor's line item. Granzow stated it would be a separate account, and we could look at how often we would need to do the assessment, whether it is every year, every other year or every 3 years. Hoffman stated Palo Alto and Pocahontas Counties would have appreciated having a fund balance, going into their fight with the Des Moines Water Works. Granzow said IDDA membership would be possibility with a fund balance. McClellan said if we use this fund for part of the salary of the drainage clerk, we would need more than the \$5.00 minimum. Hoffman said he appreciated the numbers and work from Cutler and Smith. McClellan said she spoke with Jessica Lara, Auditor, who said it would be an option to pay the invoices out of Rural Services, McClellan noted that the districts also run through some of the towns, so that would not be Rural Services. Granzow asked if all districts are included in this list. Smith stated the list only shows the tally for districts in which the Board of Supervisors act as Trustees, and does not include the private districts or inactive districts. Granzow states it should be all districts, Smith stated the list includes 25 inactive districts. Granzow asked if this list includes joint county districts, whether we are controlling or not. Gallentine stated this does include those districts as well. Granzow stated if we are not the controlling county, we should not be offering them legal.

Hoffman would like to see a total number with all the districts including the private trustee districts, and minus the inactive districts, to see how much that changes, and moves us to that \$45,000 goal. McClellan said it should include the private districts as well, because if they receive legal opinions that covers the private districts as well and that the Clerk handles the private trustee elections and invoices. Granzow stated that the private Trustees can come to us for any of those legal opinions, and Hoffman said there is a cost incurred with the Clerk's time involved for this. Hoffman stated it won't take long to go through this fund with legal and cited the lawsuit that has been allowed to go forward to sue the state of Iowa for clean rivers, and how will they drag the drainage districts into that, because one of the rivers noted is the Iowa River, and we have districts that dump into the Iowa River, and it is only a matter of time before this or another suit comes forward. Hoffman noted that this may be a wake up call to the inactive districts that they may want to dissolve.

McClellan was concerned that some of the inactive districts may not have been assessed in years, and may not have information readily available for all the acres and owner's. Granzow stated the private trustees should get a letter when they make a decision, that they will be assessed because they receive unlimited access to the Drainage Clerk. Hoffman stated that publication costs for Drainage issues, are very expensive and come right out of the Supervisor's budget as well, and should be shared by the districts.

Hoffman directed Smith to come back with a total that includes private districts, and remove the non controlling joint districts and inactive districts..

9. Discuss W Possible Action - Set Bid Date For Open Ditch Brush Control

The list for open ditches has been updated to reflect all open ditches that will require spraying. Last time the bid was let, the bid due date was December 21st, and Smith requested an earlier date not so close to holidays to ensure bidders have time to get their bids in. Granzow stated he wanted bids due the first week in December. Hoffman suggested language that gives preference to local contractors. Smith noted Adam Seward had called in asking if there would be any language giving local preference on the bid to in county contractors over out of county contractors. It was noted that B & W Control Spraying and Harrah Spraying were both out of county contractors. It was discussed that should a percentage be given, like 5% or 10% and be used. Hoffman stated we need to make sure we have the correct language so we do not need to decide what that threshold is when we open the bids. Granzow noted we did not award to the lowest bidder last time. McClellan also does not want to see only Hardin county bidders and get priced out of the market. Granzow stated you don't want to get a high number and cut back on quality. McClellan stated maybe Darrel Meyer can give us some clear language on how to word local preference language, as we don't want to discourage people from bidding but want to keep them honest.

Hoffman asked if we would bring it back next week for review or will we allow Darrell's verbiage to final say and get the notice out. McClellan said she would not pick apart the attorneys verbiage. Smith stated it is ready to go now, would just need to add new local preference language, and it needs to be published 2 consecutive weeks prior to bid due date. McClellan stated we need to put it on next week's agenda, Hoffman says we can schedule a Drainage Meeting after their regular Board of Supervisors meeting on Thursday October 31st, that way we have time to make any changes and meet publication deadlines. Gallentine stated we have a December 4th Landowners Meeting for DD 72, so we would have to schedule an afternoon meeting to do bid awards. Smith stated we have not received a lot of invoices from B&W since the 2016 bids, and asked if we need to reach out and find out if and why invoices have not been sent in. Granzow stated yes, he wants to know if the work had been done and when, as it is cheaper to spray small trees than deal with them after they grow.

Hoffman made a motion to instruct Smith to contact Darrel Meyer to add local preference statement to the Open Ditch Spraying Notice document, Granzow seconded. All ayes. Motion Carried.

10. DD 25 - Update WO #1 On RR Crossing

DD 25-WO # 1. Attorney Mike Richards has requested confirmation from the Union Pacific Railroad that allows an upgrade from the permitted 12" tile to the proposed 18" tile and to horizontally shift the crossing 80" to the south with a deadline of response by 10/22/19 and we will assume the railroad consents. Norma Reynolds replied that until engineering has provided me with confirmed approval, the proposed increase and the horizontal shift are NOT authorized activities on the railroad right of way. Reynolds will continue working with engineering on this request and will follow up immediately upon further developments.

Gallentine stated Steve McDowell requested an extension on DD 25 & 1 until Sept. 1st, 2020 and Lee knows that he is not excited to ask for a large extension but McDowell's contractor wants to bore 25 and 1 at the same time. DD 1 tile is flowing but not well. Gallentine asked what time frame would be appropriate. Granzow thinks spring extension would be more appropriate rather than leaving that window open so long. McClellan would like to extend to April as we do not have permission yet from the railroad. Gallentine needs direction and will draft it and send on to contractor. Granzow stated we are only willing to give a seasonal extension. Gallentine will draft and send on to the contractor.

11. Other Business

DD 119 - James Willem stopped in and requested an update on WO #249, he reports that the blowout on Lateral 1 is no 15-20' across and 4' to 5' deep. Investigation report in May stated it could be repaired anytime and had good access to area needing repaired. Smith stated she spoke with Bruce at the County Engineer's office and that Gehrke would be in the Cleves area on Thursday and Friday if they could have Gallentine touch base with the contractor maybe he could get in touch with them. Gallentine will reach out to Gehrke, and Gallentine can speak with James Willem if needed.

DD 26 - Randy Madden called in to report an active beaver dam on the open ditch in parcel 882232200002, with 2 active beavers on site, and the 36" tile outlets into the open ditch have a beaver dam above and below the tile outlet. Smith stated she had not done anything with beaver trapping yet but had a list of trappers that can be contacted. Hoffman said to call people on the list and see if any are still active, Hoffman mentioned to contact Jeremiah Andrews from the Union area and see if he was available. Hoffman provided Jeremiah's contact info to Smith. Smith will update the list and contact someone to trap the beavers on Madden's land, then write a work order to remove the dam after beavers have been removed.

DD 128 - WO #127 - Smith had a question on WO #127, Smith noted that the last update said it was on hold with completion expected by the end of 2019. Smith wanted to know the status of the WO and if she needed to do anything with the deadline approaching. Gallentine stated that the contractor would need to provide an update and should an extension/change order be needed, that is the contractor's responsibility to request one. Gallentine can reach out to the contractor and see where he is at with work.

12. Adjourn Meeting

Granzow motioned to adjourn, Hoffman seconded. All ayes. Motion carried.

REGULAR DRAINAGE MEETING

10/31/2019 - Minutes

1. Open Meeting

Hardin County Board of Trustees Chairperson, Renee McClellan opened the meeting. Also present were Trustee Lance Granzow, Trustee BJ Hoffman; Darrell Meyer, Hardin County Attorney; Denise Smith, Drainage Clerk.

2. Approve Agenda

3. Discuss W/ Possible Action - Open Ditch Spraying Notice To Contractor's

Smith asked Darrell Meyer, County Attorney, for clarification on language similar to: "Preference will be given to in-county contractors when bids are similar in cost, materials, and scope of work". Smith had asked Meyer to review the proposed language and see if there were any changes he would recommend. Meyer has no problem with proposed language. McClellan asked if we needed to define a percentage. Granzow stated he did not want a defined percentage. Hoffman concurred that he did not want to lock us into language with a percentage, and that any bid questions could be discussed in a meeting.

Smith noted that bid language in Iowa Drainage Code is directed towards lowest responsible bidder on drainage repairs/new construction projects and not geared toward Open Ditch Spraying. Granzow stated he is not sure we need to put it out to bid, Hoffman asked if it is under \$50,000 are we required to put it to bid. Smith stated previous 2013 total contract was \$77,000 over a three year period. Hoffman asked when publications needs to go out and what cost is to publish. Smith stated bid notice needs to be published 2 consecutive weeks prior to bid due date, and she can find out publication costs.

Granzow stated anything under \$50,000 does not need to be bid and this cost is split between districts, and this is maintenance that will be billed to each individual district. Meyer states Code language is for construction and agrees with Granzow that spraying is not construction. Hoffman stated after reviewing work done by Honeycreek (Seward's company) that he has no problem awarding it to them. McClellan asked which other contractors have inquired about the bid. Smith stated Joe Harrah of Wright County has inquired and B & W of Kossuth County has inquired as well. Granzow noted that last bid cycle, we awarded to the higher bidder, B&W, because B&W's bills had always come in less than the quote, and that B&W needs to submit his invoices for this bid cycle.

Hoffman stated we should stop all payments until we receive proof of work completed. Smith stated that we have less than \$1,000 in invoices from 2016. McClellan asked why would a contractor hold bills if the work is completed. Granzow asked how would we verify after the first frost that B&W even sprayed it. Hoffman asked if we could reach out to Seward and Harrah for an estimate. McClellan stated she does not want to say to Seward just spray and not know what the cost would be in the end. Granzow stated in previous years, we had not requested additional quotes, other than the one received from Harrah last year, it had just automatically rolled to B&W, we gave Harrah a chance as he was more local to the Big 4.

Granzow directed Smith to reach out to B&W and request spraying logs for current bid cycle.

Hoffman motioned to request a quote from Seward and if it is considerably more than last cycle's quote we can put it out to official bid. Granzow seconded. All ayes. Motion carried.

4. Other Business

5. Adjourn Meeting

Motion to adjourn by Hoffman, seconded by Granzow. All ayes. Motion carried.

REGULAR DRAINAGE MEETING

11/6/2019 - Minutes

1. Open Meeting

Hardin County Board of Trustees Chairperson , Renee McClellan opened the meeting. Also present were Trustee Lance Granzow, Trustee BJ Hoffman; Luke Davison, IRVM; Denise Smith, Drainage Clerk.

2. Approve Agenda

Granzow moved. Hoffman seconded to approve the agenda as presented. All ayes. Motion carried.

3. Approve Minutes

Due to Elections on Tuesday, November 5th, minutes will be available at our next regular Drainage Meeting.

4. Discuss W/ Possible Action, IRUA Invoices/Correspondence

Smith received an email back from Matt Mahler at IRUA which states that IRUA will issue a new check and put it to Smith's attention. Smith will hold old check until directed to return, and will let Trustees know when new check arrives.

Smith reports on potential assessments, that she is working the the classification spreadsheets to provide the Trustees with a sample range of what dollar amount the potential assessment would provide if assessed at \$500, \$1,000 or \$2,000 per district, and give the Trustees a grand total for each amount to see how much that would generate. Smith will utilize previous Drainage clerk Becca to work out spreadsheets for districts that have not been assessed in a long time. Smith will reach out to Trustees with any questions.

Granzow directed Smith to make a copy of the old IRUA check for our records and to let apprise Trustees of any enclosures or documents that may arrive with the new check, and to share that information with attorney Mike Richards as well.

Hoffman moved to have Drainage Clerk return the expired check to IRUA upon receipt of new check. Seconded by Granzow. All ayes. Motion carried.

5. Discuss W Possible Action - Open Ditch Brush Control

Smith reached out to B&W Controls Specialists regarding 2016 bid cycle spray logs. Smith spoke with owner Don Refer, and this information was e-mailed to the Trustees on 11/1/19.

Here is the summary of what Don Refer told Smith:

B & W was not notified in 2016 that he was awarded the 3 year bid for spraying in that bid cycle (awarded in Meeting 1-03-17). He did not receive back a bid award notice or a signed copy of a proposed contract. He assumed he had not been awarded the bid. Tina reached out to him with a question sometime in 2017, and that was when he says he was made aware that he was awarded the bid.

B&W has submitted a three year bid in past years, 2016's bid would have ended at the end of 2019, although the actual spraying itself occurs once every 3 years, this being the year for the spraying to occur. It is unnecessary to spray every single year. Don states he sprays after crops are out and with this being a wet year they are set to begin work next week, he uses an oil carrier dormant spray on the base of trees. He says work will take about 2 weeks depending on weather conditions. Once sprayed, the area does not need another application of spray until 3 years from now. Invoices and spray logs will follow once the work is completed, this explains why I have not received invoices for the current bid cycle yet as work is just now due to be done as this is the 3rd year in that spray cycle.

Don also stated that most counties do not contract for the entire three year period, they only contract for the year in which the spray work is being completed. In 2016, during the previous bid cycle, he did provide Tina Schlemme, previous drainage clerk, with sample contracts and spraying policies from other counties to reference as examples of a one year contract, which Smith has, if Trustees would like to review them.

Smith did reach out to Don Refer after this call to ask him to hold off on any spraying until after the October 30th meeting. Don provided a cell phone number and said he was happy to answer any questions during the meeting via phone. After the October 31 Regular Drainage meeting, at which Smith was directed to reach out to Adam Seward of Honeycreek, Smith did email Seward for an estimate. Seward requested copies of the 2016 bids, which Smith provided. Seward is working on putting together an estimate for the Trustees. Granzow stated he would not like to bid this work and wants to stay with an in county contractor. Granzow would like to contact Luke Davison of IRVM with questions about the types of chemicals B&W used and if this is the right time of year to spray. Granzow stated B&W had 3 years to do the job and he is just now doing it with 8 weeks left on the contract. McClellan asked when did Don Refer say he was notified of the bid award as it will be snowing soon. Smith states Don Refer says he was notified sometime in 2017 when previous Drainage Clerk Schlemme, reached out to him with a question.

Granzow calls Luke Davison with IRVM and requests he comes into the meeting to ask about when he should spray and what he sprays with, and if it is safe for aquatic spraying. Smith asks if they would like to reach out to Don Refer, and provides the list of chemicals used from the 2016 quote. Granzow says to make a copy to provide to Luke Davison.

Granzow stated he does not know if we can legally cancel his contract. Hoffman says we should contact Darrell Meyer, County Attorney, and see what/if Meyer says we can do about terminating the contract. McClellan asks if we have any information on what chemicals B&W sprays. Smith provides a copy of chemicals listed in 2016 bid.

Hoffman motions to have Smith reach out to Darrell Meyer for review and explanation of terms of canceling the contract with B&W Control Specialists. Granzow seconded. All ayes. Motion carried.

Hoffman motions to recess until Luke is available. Granzow seconds. All ayes. Motion carried.

Hoffman motions to come out of recess. Granzow seconds. All ayes. Motion carried.

Granzow states that B&W had a contract for 3 years to come out and spray open ditches and spray trees with oil based chemicals, and asks Davison if it is recommended to spray this late in the year. Davison says it is way too late for weeds, Davison said they are going to try a basal oil spray that is in experimental stages with it going dormant, but you can spray until the snow flies with that treatment. Davison is not sure how well that works as it is experimental as he has never done it. Granzow asked if it was not recommended for waterways and noted this would be sprayed on an open ditch. Davison stated if it is an open ditch he wouldn't spray it, he would go in with a chainsaw and stump treat as it is more controlled. McClellan stated B&W would only do this every 3 years, Granzow wondered if B&W used a rotation in the 3 year period. Davison stated he would use a rotation in that 3 year period. Granzow stated that basal is not recommended for waterways. Davison said not to use any herbicide on a waterway if it is not rated for aquatic application. Granzow asked what on the list of chemicals provided by B&W is aquatic safe. Davison he would have to go back and research the list before giving an answer.

Hoffman stated he would be more comfortable stating that B&W has missed the window for efficacy, that need to be done before this late in season. Smith stated the only invoices we have received in this bid cycle were paid in June of 2016 for Big 4 district. Hoffman stated we can probably terminate the contract based on the fact that B&W will probably not get it done before the end of the contract, we have missed the window and someone with expertise like Brett Perry or Stan Kullow the chemical sales rep would say this is not prescribed for this time of year, should B&W try to go to court. Hoffman stated we should hold off on spraying until we get an opinion from the County Attorney's office. Hoffman directed Smith to explain the situation to Darrell Meyer. Smith stated that if B&W was not notified that he was awarded the bid, it may be because other than the minutes that say it was awarded to B&W, there is no copy of a signed bid award notice or a signed contract, we only have a copy of the signed bid. Smith noted that for every year that we have on file, in which the spraying was awarded to B&W, there is not a signed contract in the file, just the original bids, there is sample contracts in the files that B&W had given to Schlemme. Smith said she had found a list of things Schlemme had hoped to accomplish, with this being one of them, was to come up with a formal contract for sign with the contractors, and moving forward, if that is what the Trustees would like to do, we need to make sure we have that in place for whomever sprays next. McClellan asked if there was a signed contract for other years, Smith said, no, going back to 2000, there are no signed contracts, only bids.

Hoffman asked how the invoices from 2016 were paid if he didn't have a contract. Smith stated Refer said he spoke with Schlemme in early 2017 and invoices were paid then. Granzow stated that these invoices from 2016 were from 2015 but he wasn't paid until 2017. Hoffman says we never had a signed contract from him and to let Darrell know it was approved but neither we signed it nor did B&W sign it. McClellan noted that Darrell Meyer needs to review the matter. Granzow stated that if these chemicals were for burn down of weeds, it is too late to apply them now that it has frosted. Hoffman stated that if B&W says it is too late to spray because the Trustees put me on hold, then B&W needs to be directed to the County Attorney.

McClellan stated that if B&W wasn't notified that they received the bid until Refer spoke with Schlemme in 2017, why did he not reach out in 2016 to ask if he was awarded the bid. Smith stated that it was probably early 2017 when Schlemme requested the sample contracts that Refer learned of his bid award, Smith can't speak for what Schlemme did or did not do.

Hoffman motioned for Smith to contact B&W to let them know that they are still on hold to spray.

Smith did give Don a call back after she had received the B & W was not notified in 2016 that he was awarded the 3 year bid for spraying in that bid cycle (awarded in Meeting 1-03-17). He did not receive back a bid award notice or a signed copy of a proposed contract. He assumed he had not been awarded the bid. Tina reached out to him with a question sometime in 2017, and that was when he says he was made aware that he was awarded the bid.

B&W has submitted a three year bid in past years, 2016's bid would have ended at the end of 2019, although the actual spraying itself occurs once every 3 years, this being the year for the spraying to occur. It is unnecessary to spray every single year. Don states he sprays after crops are out and with this being a wet year they are set to begin work next week, he uses an oil carrier dormant spray on the base of trees. He says work will take about 2 weeks depending on weather conditions. Once sprayed, the area does not need another application of spray until 3 years from now. Invoices and spray logs will follow once the work is completed, this explains why I have not received invoices for the current bid cycle yet as work is just now due to be done as this is the 3rd year in that spray cycle.

Don also stated that most counties do not contract for the entire three year period, they only contract for the year in which the spray work is being completed. In 2016, during the previous bid cycle, he did provide Tina with sample contracts and spraying policies from other counties to reference as examples of a one year contract, which I do have, if you would like to review them.

Don stated he would be very happy to come in for a meeting to answer any questions should you have any,

6. DD 128 - WO #127 Landowner Concerns

DD 128 - WO #127 Dean Bright stopped in to report an area that had been previously repaired and is now leaking again in parcel #88223400005 in the West section of the NE corner. Dean reports seeping where it was repaired a year ago and is seeping into an area that is 20' wide by 100 yards long, the area is harvested all around so access is not a problem. Handsaker is currently working on the parcel #882024300003 to the east on the main line Update from previous meeting on this WO, Gallentine stated that the tile had been put in but contractor has not completed dirt work yet.

Granzow noted that it was previously repaired and it may be the next section of unrepaired tile has failed.

Motion by Granzow to send CGA out to investigate. Second by Hoffman. All ayes. Motion carried.

7. Update - Beaver Trapping

Smith stated we did not have a current form for Beaver trapping, so Smith created a form that lists the all the info for the trapper including location of beaver dam and landowners contact info., and notes a place for landowners to sign off that the beaver has been trapped before payment to trapper is issued, along with verification of beaver tail at County Engineer's office. Jeremiah Andrews has been given the form and is licensed to trap beaver in season, which runs from Nov. 2, 19 to April 15, 2020, Jeremiah has a trapping license but not specifically a Nuisance Wildlife Control Operator's Permit, which would allow him to trap them out of season. Beavers are in season now, so Andrews is ok to trap now. Smith noted that she informed Andrews he can't trap ANY beavers he finds in county, just the ones specifically noted at the location on the form, as there needs to be a check and balance to make sure he has landowner verification that these are the beavers in question.

Jeremiah Andrews will trap the beavers on Randy Madden's land, and Smith notified Madden that Andrews would be contacting him and he would need to verify the trapped beavers. Once beavers are trapped, Smith will write a work order for the removal of the dams.

Smith stated we now have an updated list that includes Andrews (in season only) and Brad Mohr, who is a Nuisance Wildlife Control Operator. Granzow noted that Stan Kullow also traps and could be added to the list, and he can do Hubbard / Radcliffe area. Hoffman asked who pays the bounty on the beavers. Granzow stated it is the district that pays, Smith noted she would be sure it gets charged to the district.

8. Other Business

McClellan received a voice mail from David Fincham inquiring when we should turn in crop damages for digging done on his farm. and wanted to make McClellan aware that McDowell has not come back to his farm to fill in holes and repair tile, McDowell broke tile in every hole that he dug, and they have not been repaired. McDowell's window to get that done will close soon and Fincham has not seen him. Fincham leaves his contact info. McClellan said she did call back and told him he can turn in damage control anytime to the Auditor's office. Granzow stated he had to have the crop damage request in by the closing of the hearing. Granzow stated we gave an extension on this at last meeting. Granzow stated we are still dealing with the decision to go from a 12" tile to an 18" tile under the tracks, but the holes should be dealt with while we await a decision. Smith stated we are waiting on legal with Mike Richards who is working with Norma Reynolds of the UPRR, Reynolds stated in communication last week we are not to proceed with the size upgrade until she gets confirmation from the railroad's engineering department.

McClellan stated these holes won't be on the top side, they will be on the bottom side of the crossing, but we need to determine tile size before repairs can be made. Granzow said he potholed tile to investigate, and this may be a question for Gallentine. Smith will reach out to Gallentine for clarity on whether tile is ready for repair. Smith states she thought that at the DD 25 landowners meeting, that McDowell stated he would go back and repair those potholes made during investigation, but was unsure if that requires a change in tile size, Smith thought it was wet and he was just behind.

Smith will reach out to Fincham with deadline for crop damage and will reach out to Gallentine for clarity as to where McDowell is at with backfilling the holes, if not Gallentine can reach out to McDowell for more information.

9. Adjourn Meeting

Hoffman motioned to adjourn the meeting. Granzow seconded. All ayes. Motion carried.



Hardin County

Description	Vendor	Amount
22 - COntractor coord. Landowner comm., Const Obs.	Clapsaddle-Garber Assoc	6,088.25

Total Regular Payables: 6,088.25
Total Stamped Warrants: 0.00

Date of Issuance: 10-31-2019	Effective Date: 10-31-2019
Owner: Trustees of Drainage District 25 and 1	Owner's Contract No.: NA
Contractor: McDowell and Sons Contractors, Inc.	Contractor's Project No.: NA
Engineer: Lee Gallentine P.E.	Engineer's Project No.: 6501
Project: Repairs to Main Tile and Lateral 3 Tile DD 25 and Repairs to Main Tile DD 1	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Contractor has requested a time extension due to "the change in the casing and pipe size of the Railroad boring and DD 1 due to the unprecedented weather and my boring contractor would like to do both borings at the same time."

Attachments: E-mail from contractor.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: Original Contract: \$ 248,936.30	Original Contract Times: Substantial Completion: <u>December 30, 2019</u> Ready for Final Payment: _____ date
Increase from previously approved Change Orders No. <u> 0 </u> to No. <u> 0 </u> : \$ 00.00	[Increase] [Decrease] from previously approved Change Orders No. <u> 0 </u> to No. <u> 0 </u> : Substantial Completion: <u>December 30, 2019</u> Ready for Final Payment: _____ date
Contract Price prior to this Change Order: \$ 248,936.30	Contract Times prior to this Change Order: Substantial Completion: <u>December 30, 2019</u> Ready for Final Payment: _____ date
Increase of this Change Order: \$ 00.00	Increase of this Change Order: Substantial Completion: <u>April 1, 2020</u> Ready for Final Payment: _____ date
Contract Price incorporating this Change Order: \$ 248,936.30	Contract Times with all approved Change Orders: Substantial Completion: <u>April 1, 2020</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Engineer</u>	Title: _____	Title: <u>President</u>	Title: _____
Date: <u>10-31-2019</u>	Date: _____	Date: <u>11-1-19</u>	Date: _____

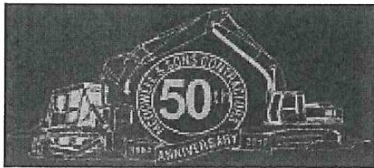
Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Lee Gallentine

From: Steve McDowell <steve@mcdowellandsons.com>
Sent: Monday, October 28, 2019 10:03 AM
To: Lee Gallentine; Mary Fatland; Jory Mcdowell
Subject: Contract completion extension

Lee I am asking for an extension on the completion date to September 1 2020 of the contract for DD 25 due to the change in the casing and pipe size of the Railroad boring and DD 1 due to the unprecedented weather and my boring contractor would like to do both borings at the same time. Thanks



Steve McDowell

McDowell & Sons Contractors, Inc
Ph: 641-648-5071
Fax: 641-648-3639