

REGULAR DRAINAGE MEETING
Wednesday, December 9, 2020 9:30 AM

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

12/9/2020 - 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, 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 of Drainage Meeting dated 12-02-20 and Drainage District 14 Landowner Meeting dated 11-18-20. Second by McClellan. All ayes. Motion carried.
4. Discuss W Possible Action - Hands On Completion

Contractor Hands On has submitted a letter detailing completion on projects in DD's Big 4, 41, 77, 123, and 143. Also included in the letter document is Pay Estimate Number 6. Gallentine stated this is the multi-district project that Hands On was awarded a couple of years ago, they have submitted lien waivers so we went ahead and did as-builts and a completion letter, and a pay estimate on everything except DD 128. Gallentine still has to check with Dean Bright on that one, this finalizes everything else. Gallentine stated we recommend that the Trustees accept the project and that they issue final payment to Hands On in the amount of \$15,266.03. Gallentine stated we also recommend you contact landowners where this work occurred to make sure they don't have any damage before you pay Hands On. Smith stated she does have one damage claim submitted by Chris Blome and he had turned that into clerk Schlemme, quite a while ago, Smith stated that she had communicated with Gallentine on acres on this claim in DD 41 on Work Order 194, Blome had .07 acres of soybean damage as verified by CGA. Blome also ended up seeding a waterway, CGA had verified .94 acres of waterway damage, Blome submitted an invoice for having his own contractor seed the waterway for \$214.00. Smith stated the soybean damage came to \$37.62, with the waterway seeding it comes to a total of \$251.62.

Gallentine stated typically the contractor is not liable for crop damages, that is a district expense, but as for the seeding, Handsaker was supposed to reseed that, so that may be something the Trustees would like to think about deducting from Hands On's final payment. Hoffman asked if Gallentine would suggest holding off on final payment until we get a mailing out to landowners asking if there are any crop damages for those that had work done on their land, and ask for a reply of 30 days from date of mailing. Gallentine stated yes, especially with the holidays, he would send out letters to landowners stating do you have damage claims from this work, we can not authorize payment for them until after the holidays because people are traveling or busy.

Motion by Hoffman to instruct the Drainage Clerk to send out a letter to landowners requesting any landowners in DD's Big 4, 41, 77, 123, and 143 where construction occurred, to return damage claims, if any, by January 8, 2021 to be approved. Second by McClellan.

In additional discussion on the motion, Granzow asked if Gallentine would get a hold of Dean Bright in that time frame too. Hoffman asked if we could get a hold of Jacob Handsaker and communicate that as well, Gallentine stated this he would let Handsaker know and that this included everything except DD 128 as Gallentine still has to speak with Bright, once he gets a hold of Bright, Gallentine will prepare a completion letter for DD 128. Gallentine stated none of this on today's Pay Estimate 6 includes DD 128 money, it is all the other districts.

All ayes. Motion carried.

5. Other Business

Legal Invoice - Smith stated she had received an invoice from Davis Brown Law for general advice, pertaining to all of our Drainage Utility Permit discussions regarding wind turbines, and our closed session meeting, the amount was \$1,001.00 and Smith stated she was not sure if the Trustees would like this invoice paid out of Rural Services as we have done in the past. Hoffman stated you could put that in for next week's claims. Smith stated in the past those claims had been paid by McLeland, which would now be Jamie Geisler. Hoffman stated that would be ok. Smith will pass the invoice on top Accounts Payable for payment.

Work Orders - Gallentine stated contractor Seward completed two work orders last week, and if the weather holds, he hopes Seward will get some more work orders completed next week.

Estimate for DD 14 - Hoffman asked what the status was on the estimate for replacing 500' of tile or work up to \$35,000 on the lower end of the DD 14 tile. Gallentine stated he would be working on that in the next couple weeks and hopes to have it done in a few weeks.

DD 14 WO 291 - Granzow stated it has been brought to his attention that Ron Vierkandt is legally responsible to the repairs on that tile, not the district. McClellan asked if that was the one where the two private tile had been inserted too far and opposite of one another. Granzow stated yes, the discovery the district should pay for but the costs of the actual repair should go back to Vierkandt, because his contractor was the one who made the damages. Granzow asked if Gallentine had received any information on that as they were going to send it to Gallentine. Gallentine has not heard anything about that at all but would like to see what code section that is because he always likes to learn more. Granzow stated this would have come from the drainage attorney that is part of the group we never joined that Gallentine is a part of, Gallentine stated the IDDA. Granzow replied yes, and thinks we need to look at that because if that bill needs to go to Ron Vierkandt then it should, for the portion of the repair. Gallentine stated he thought Seward would be able to split out the costs since he did the repair and generated the invoice. Granzow stated it was brought up in the DD 14 landowner meeting which Granzow missed, and Granzow did not think everyone was clear about that. Hoffman asked if we can prompt Seward to get that split made so it is ready and waiting. Granzow stated yes, Smith stated she would reach out to contractor Seward. McClellan stated she did not know who Granzow talked to and asked if he could get a code section on that. Granzow stated they were supposed to get a hold of Gallentine on that. Gallentine stated that Granzow was not at that meeting but thought that Vierkandt mentioned the he felt pretty bad and thought he almost thought he should pay for it. McClellan and SMith concurred that Vierkandt mentioned that. Granzow stated if Vierkandt stated he should pay for it, we should honor his wishes, but he was not at the meeting and knows it was brought up. Granzow stated he does not think we are legally bound to charge him for the discovery of it, but he was the one that prompted the discovery at that point, we are talking about \$24,000, Vierkandt need to get back to his contractor and the contractor can reimburse Vierkandt, but out duty is to charge Vierkandt. Granzow stated from what he got out of this, he did not get it from the attorney, he got it second hand and they are supposed to get a hold of Gallentine as he is part of that group.

Gallentine stated he has not run into this much, but wouldn't doubt it because if you damage a tile you are liable for that damage. Granzow asked if Gallentine could possibly reach out to the IDDA attorney, that is who gave the advice to one of the people that called Granzow. Gallentine stated the IDDA just has one attorney as counsel and Gallentine knows who that is, Granzow asked for the attorney's name. Gallentine stated it was Doug Strike, Granzow stated that could have been it if there is only one. McClellan asked if Strike had been there for a number of years. Gallentine stated yes, he has been on for 5 or 10 years after they parted ways with Hudson.

Smith asked if any portion of CGA's invoices need to be split out as well or will that just be the contractor work. Granzow stated the entire cost for that yes. Gallentine stated CGA could split their bill as well. Granzow stated then Vierkandt can recoup those costs from his contractor. Smith stated those claims have been paid by us, once we determine the final amount would that look like Smith sending an invoice to Vierkandt for reimbursement to the district, because the claims to Honey Creek and CGA have already been paid by us. Granzow stated that would be how we would have to handle it, and asked if that is what

the other Trustees would want. McClellan and Hoffman stated yes. Granzow stated we can get the numbers together and put it on another agenda for discussion. Smith will reach out to Seward for the split. Granzow stated maybe Gallentine could have an answer for us by then from the attorney as well. Gallentine stated he will get a hold of Doug Strike, Gallentine has worked with Strike on other questions and Strike has answered questions for Gallentine before. Granzow stated he did not think we need to get attorney Richards involved as it looks pretty cut and dried.

6. Adjourn Meeting

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